



Terms and Conditions of Driver Education Services Temporary Changes Effective June 1, 2020 thru December 31, 2020

To be read and agreed to by all students and their parent/guardian (if under 18 years old) pursuant to Massachusetts state guidelines for driver education programs

Due to the current COVID-19 situation, it is necessary to modify a portion of our Terms and Conditions. After you have read the modifications, you must return a copy of this document, via email to ron@futuredriversofamerica.com before you will be allowed to schedule any road lessons.

These steps are needed to protect the incomes of our instructors. The only section of the Terms and Conditions that are affected are related to road lesson **“Cancellation”, “Late Cancellation” and “No-Show”** fees and policies.

The affected sections are highlighted in red...

Scheduling Behind-the-Wheel and Observation Lessons

Future Drivers of America conducts 90-minute road lessons where the student can choose where they are to be picked up and/or dropped off anywhere in the Future Drivers service area. It's important to factor in the following realities:

- ✓ Road lesson frequency is adjusted to accommodate a growing number of students. We suggest you schedule lessons as far in advance as feasible;
- ✓ We strongly recommend that students practice with family members all skills learned during the road lessons, as practice makes perfect;
- ✓ Generally speaking, road lessons are conducted Monday through Saturday between 8:00am and 8:00pm, though on occasion the possibility also exists for Sunday lessons;
- ✓ During the school year, lesson times are adjusted to match school calendars;
- ✓ Students must present their Learner's Permit on all driving and observation lessons when they are picked up. Any student that does not have their Permit available will not be allowed to operate the vehicle (per state laws). In such cases, the lesson will be canceled and a **\$50** fee will be charged;
- ✓ Any student with a Restriction “B” on their permit must have either their glasses or contact lenses, or the lesson will be canceled and a **\$50** fee will be charged;
- ✓ In both of the above described scenarios, if the pickup location is anywhere other than “home”, the student will be driven to their normal destination, either by an instructor or another student driver;

Cancellation, Late Cancellation and No-Show Policy for Road Lessons

Cancellation Policy:

In the case of habitual or frequent road lesson cancellation, our policy is the following:

- ✓ If a student develops a trend of cancelling lessons, whether more than a 24-hour notice is given or not, or if there are repeated missed lessons, then a student **will** lose their pickup privilege for a period of **two-weeks**;

- ✓ If the combination of missed appointments and/or cancelations total (3) or more in a 30-day period, then a student will not be allowed to schedule additional lessons until all outstanding fees are paid. Students **will** also be prevented from scheduling additional lessons for a two-week period;
- ✓ Prior to resuming road lesson scheduling, a conversation with a guardian may be requested.

Late Cancellation Policy: Students wishing to cancel a road lesson **MUST** do the following:

- ✓ Students should not schedule lessons too far in advance if their schedule is somewhat in flux, and changes frequently;
- ✓ If for any reason a lesson needs to be canceled, it must be done with a minimum of a 24-hour notice. If less than a 24-hour notice is given, students are charged a **\$50** cancellation fee;
- ✓ Students or guardians can cancel appointments **ONLY** by logging into the Student Portal and cancelling the lesson. This **cannot** be done by texting (978) 590-8878. Cancelling via email, or by calling any other number, may not reach us in time. Under cases of extreme illness or injury, exceptions will be considered, but even then the student or parent **MUST** cancel it online. Doing it that way also triggers an email to the instructor so they can rearrange their schedule accordingly.
- ✓ Sporting events, after-school activities, doctor's appointments are **NOT** valid reasons to cancel a scheduled road lesson with less than a 24-hour notice.

No-Show Policy: When we arrive at the scheduled pick-up location, other than at a public school, we will sound the car horn with a few short beeps. If the student does not appear within a few minutes, we may try other measures to get their attention. These efforts may include:

- ✓ Texting the student;
- ✓ Calling the house;
- ✓ Texting or calling a parent;
- ✓ Sounding the horn again.
- ✓ **We will not ring door bells**

The instructor will remain at the pickup location until 15-minutes past the scheduled pickup time. After the 15-minute period, the instructor will leave, and the student will be charged a **\$70** no-show fee.

Payment of fees:

Late Cancellation and No-Show fees will automatically be added to the student's account. Payment of these fees must be paid on-line, thru the Student Portal via a credit card, or may also be paid in cash at the start of the next road lesson. However, if the payment is not made by the start of the next lesson, then that lesson will also be cancelled and an additional \$50 fee will be charged to the account.

By returning a copy of this document to ron@futuredriversofamerica.com you acknowledge that you have read the preceding information and agree to these temporary changes in the Terms and Conditions...

If you have any questions, please ask via email or text to: 978-590-8878.

Thank you for your understanding,

Ron Vincent



Terms and Conditions of Driver Education Services August 2019

To be read and signed by all students and their parent/guardian (if under 18 years old) pursuant to Massachusetts state guidelines for driver education programs

Our *Terms and Conditions* are developed and distributed to ensure expectations are fully explained prior to starting our program. In this manner, we hope to eliminate or at least reduce any confusion students and/or guardians will have coming in. A driver's license is a major responsibility, and according to the Commonwealth of Massachusetts, a privilege. For most young students, it's also their first step into adulthood and independence. We aim to make our role in this important step to be as rewarding and beneficial as possible.

Age Requirements for Various Phases of the Program (as mandated by the Commonwealth)

- ✓ 15 years and 9 months: Students of this age are only permitted to attend the 30-hour classroom portion;
- ✓ On their 16th birthday, students may obtain their Learner's Permit at the RMV and can begin driving with a sponsor that is over 21-years old and has had their license for at least 1-year. They may also begin the Road Lesson portion of the driver's education program, but only after completing at least 10-15 hours of practice with family members. Much of that time on real roads;
- ✓ After driving for six months incident free with their permit, and have completed all mandated driver's education requirements, may take a Road Test. They must pass this test to receive a driver's license from the Commonwealth;
- ✓ Adults, 18-years old and older, may take a Road Test and obtain a driver's license without taking any driver education training. Those individuals tend to face higher insurance rates without a DE Certificate, and their Road Test failure rate is high.

The Complete Driver Ed Course

- ✓ As mandated by Massachusetts, the driver's education course must consist of:
- ✓ 30 Hours of Classroom Instruction: This course is based upon the MA State Driver Training Curriculum, and is supplemented with an extensive video library, the personal experiences of qualified and certified instructors, and various internet and published training tools;
- ✓ 12 Hours of Behind-The-Wheel /On-Road Driving Instruction: A total of eight 90-minute road lessons where students are taught all of the needed skills to not only pass the road test but more importantly the skills needed to travel safely and properly on the highway and byways of roadways in the continental United States;
- ✓ 6 Hours of Observation Time in a Driver Education Vehicle: Observation time provides students with an additional opportunity to learn from other student drivers. It also provides an opportunity to observe traffic and safety aspects from a less hectic vantage point of the back seat;
- ✓ 2 Hour Parent Class: This class is intended to educate parents about how the driver training program works, the licensing process, and how to be a better sponsor while out with their young driver. Attendance of at least one parent is required BEFORE students are allowed to schedule Road Lessons. This is a new requirement as of September 1, 2019 as mandated by the RMV. If either parent or legal guardian has taken this class within the past 5-years then they are exempt from

having to take the class again. Evidence of class attendance by way of a parent class certificate is required before students will be allowed to schedule road lessons.

Additional Parent/Guardian Requirements for Junior Operators

- ✓ The Commonwealth further requires the following self-managed activities to occur prior to successfully qualifying for Road Test registration:
- ✓ 40 hours of parent or guardian supervised driving with a legally-permitted student driver under the age of 18. Though the state requires 40 hours, more hours usually translates to students being more comfortable and confident behind the wheel. Supervised driving should be done in a variety of traffic situations (both heavy and light traffic), during both day light and night time hours, varied weather conditions when feasible and possible, and on both highway and city roads;
- ✓ The parent or guardian's signature is required on the *Massachusetts Road Test Application* certifying that the supervised driving has met the minimum requirements as prescribed above.

Timeframe of Program Completion

Per Massachusetts law and insurance company standards, in order for a driver education candidate to qualify for insurance discounts, students must complete the prescribed program with 24 months from the first educational class or lesson. For business and feasibility purposes, Future Drivers of America requires students to complete all phases of the program within 18 months from the start date. Students that fail to complete the program within the 18-month allotted period risk being removed from future lessons and forfeit any residual funds. This decision is at the discretion of the school. For those attending the classroom portion of the program, classroom tuition is not refundable after the start of the first day of registered classes. (See Refund section below for additional information)

Classroom Attendance, Testing and Conduct

Attendance in all 30-hours of classroom instruction is mandatory for all Junior Operator students. To complete the classroom portion, students must attend and appropriately participate in all classroom modules and pass the Massachusetts-approved classroom test with a score of 80% or better. Failure to do so will result in not qualifying for a *Driver Education Certificate*, and therefore not being eligible for the state-conducted Road Test.

Missing classes, for whatever reason, can be overcome. Each missed class, or portion of a missed class, must be made up in a future class that contains the same material. Additionally, students that are under 18 years old must bring a note from a parent explaining the reason or purpose of the missed class. In lieu of a note, a parent may email or text the reason for the missed class directly to the instructor in charge.

If the number of missed classes exceeds the number permitted (as defined below), then the student will be required to retake the entire 30-hour classroom portion. An additional fee of \$50 will be assessed to that student's account. The maximum number of missed classes allowed is based on the length of the class:

- ✓ Classroom sessions that are 3-hours long, maximum is (4) missed classes
- ✓ Classroom sessions that are 6-hours long, maximum is (2) missed classes
- ✓ Partial missed classes cannot exceed (12) hours total

Tardiness is also frowned upon. The classroom sessions are an important learning tool and all students are expected to arrive at the classroom in time to be marked in attendance by the instructor. Students should be in their seats, cell phones away, and ready for class to begin. Students arriving more than 15-minutes after the scheduled beginning of any class may be denied entrance without a parent/guardian accompanying the tardy student. This discretion belongs to the instructor for the specific class room period.

Leaving Early: Students that need to leave the class early, for any reason, must have requested permission beforehand by way of a note, email, or text from a parent/guardian. Any missed time must be made up during a future corresponding class, per the discretion of the instructor for the specific class room period.

Classroom Conduct: The Driver Education Program is a serious real-world experience. We do not treat the educational value of this life-long learning experience lightly. With that said, there will also be times during the classes that are uplifting and comical in nature. Along with funny stories (which have their value in teaching), there will be other times that exhibit the much more serious and sometimes tragic and life-threatening realities of driving. The balance provides for a better learning environment for all.

All students are expected to be respectful of all other students and instructors at all times. Some students may have experienced a tragic accident in their family, and may be uncomfortable during certain discussions. There is zero tolerance for bullying, swearing, or any behavior that disrupts the class, or targets any individual. That includes before, during, and after the classroom sessions, as well as during breaks, and/or lunch breaks. Any such behavior will result in the immediate removal of the student from the class, and parents will be notified. Said students may also be denied access to the remainder of that classroom series.

In the event of a serious problem which results in expulsion from the program, under Massachusetts guidelines, Future Drivers of America is required to notify the RMV of such behavior problem. This action may prevent the student from obtaining a license until they are 18 years old.

Successful Classroom Completion

During the final class meeting, a final exam is taken. Students must pass the test with a minimum score of 80%. The final exam consists of 50 multiple choice questions that have been approved by the Department of Motor Vehicles. The instructor may also choose to give periodic quizzes at any point during the classroom session.

Students are encouraged to maintain a notebook for taking notes during the classes. Any student that fails the final exam will be given an opportunity to retake the exam at a later time or date. Parents may be notified that the student did not pass the exam and asked to discuss the matter with the student.

Scheduling Behind-the-Wheel and Observation Lessons

Future Drivers of America conducts 90-minute road lessons where the student can choose where they are to be picked up and/or dropped off anywhere in the Future Drivers service area. It's important to factor in the following realities:

- ✓ Road lesson frequency is adjusted to accommodate a growing number of students. We suggest you schedule lessons as far in advance as feasible;
- ✓ We strongly recommend that students practice with family members all skills learned during the road lessons, as practice makes perfect;
- ✓ Generally speaking, road lessons are conducted Monday through Saturday between 8:00am and 8:00pm, though on occasion the possibility also exists for Sunday lessons;
- ✓ During the school year, lesson times are adjusted to match school calendars;
- ✓ Students must present their Learner's Permit on all driving and observation lessons when they are picked up. Any student that does not have their Permit available will not be allowed to operate the vehicle (per state laws). In such cases, the lesson will be canceled and a \$20 fee will be charged;

- ✓ Any student with a Restriction “B” on their permit must have either their glasses or contact lenses, or the lesson will be canceled and a \$20 fee will be charged;
- ✓ In both of the above described scenarios, if the pickup location is anywhere other than “home”, the student will be driven to their normal destination, either by an instructor or another student driver;

Occasionally our instructors may experience typical traffic or weather issues, resulting in delays from the scheduled pick-up and drop-off times. In these cases, the student will be provided either make-up sessions or extended lessons.

Cancelation and “No-Show” Policy for Road Lessons

Cancellation Policy: Students wishing to cancel a road lesson is as follows:

We understand that occasions arise that may cause a student to need to cancel a scheduled road lesson. However, this is a business, and cancellations have rippling effects. We encourage the following:

- ✓ Students not schedule lessons too far in advance if their schedule is somewhat in flux, and changes frequently;
- ✓ If for any reason a lesson needs to be canceled, it must be done with a minimum of a 24-hour notice. If less than a 24-hour notice is given, students are charged a \$20 cancellation fee;
- ✓ Students or guardians can cancel appointments ONLY by logging into the Student Portal and cancelling the lesson. This cannot be done by texting (978) 590-8878. Cancelling via email, or by calling any other number, may not reach us in time. Under cases of extreme illness or injury, exceptions will be considered, but even then the student or parent MUST cancel it online. Doing it that way also triggers an email to the instructor so they can rearrange their schedule accordingly.
- ✓ Sporting events, after-school activities, doctor’s appointments are NOT valid reasons to cancel a scheduled road lesson with less than a 24-hour notice.

No-Show Policy: When we arrive at the scheduled pick-up location, other than at a public school, we will sound the horn with a few short beeps. If the student does not appear within a few minutes, we may try other measures to get their attention. These efforts may include:

- ✓ Texting the student;
- ✓ Calling the house;
- ✓ Texting or calling a parent;
- ✓ Sounding the horn again.

The instructor will remain at the pickup location until 15-minutes past the scheduled pickup time. After the 15-minute period, the instructor will leave, and the student will be charged a \$20 no-show fee.

In the case of habitual no-show, or frequent road lesson cancelation, our policy is the following:

- ✓ If a student develops a trend of cancelling lessons, whether more than 24-hour notice is given or there are repeated missed lessons, then a student may lose their pickup privilege for a period of time;
- ✓ If the combination of missed appointments and/or cancelations total (3) or more in a 30-day period, then a student will not be allowed to schedule additional lessons until all outstanding fees are paid. Students may also be prevented from scheduling additional lessons for a two-week period;
- ✓ Prior to resuming road lesson scheduling, a conversation with a guardian may be requested.

Severe Weather Cancellation Policy

During the winter months, if local schools are either cancelled or dismissed early due to weather, classroom sessions and/or driving lessons may also be cancelled, **BUT** they also may not be. This decision will be made at the discretion of Future Drivers of America.

To be sure:

- ✓ Check the cancellation notices on local TV stations (Channels: 4, 5, 7, & Fox TV). If it is an overnight storm, then we normally broadcast on these channels, just like the public schools;
- ✓ If you are unsure as to whether your lesson is still being conducted, text or call 978-590-8878 asking the question.

Canceling a road lesson based upon severe weather is exempt from the 24-hour cancellation policy, but not the No-Show policy. If we determine that conditions are appropriate to conduct road lessons, and the student fails to show up for a scheduled lesson, then a no-show fee of \$20 will be issued.

Expected In-Vehicle Student Conduct

Safety is one of our main concerns. Numerous studies indicate that in-car distractions and inexperience lead to a significant number of motor vehicle accidents each year. Conduct in the driver's education car is crucial to the success of the driver in keeping all occupants safe. At Future Drivers of America, we expect the following conduct be maintained at all times in the vehicle:

- ✓ The use of seat belts is mandatory for all persons in our car at all times;
- ✓ For the driver, eating, drinking, smoking, as well as the use of cell phones, headsets, and other electronic devices is strictly prohibited whenever the vehicle is not properly parked;
- ✓ For student observers, small snacks, and drinking are allowed (removal of trash is their responsibility), minimal cell phone (allowed for minimal texting to parents or guardian), and transcribing notes is approved only as it relates to the instructor's direction.

Smoking, as well as vaping, or the use of any other electronic devices is not allowed at any time.

Payment Options

Future Driver aims to work with each student to ensure earning a license does not become an overwhelming financial burden. Accordingly, we offer several different payment schedules, each designed for various budgetary needs. We do:

- ✓ Accept cash, checks, and major credit cards as form of payment;
- ✓ Require a \$200 deposit at time of registration for all "bundled" programs. The balance needs to be paid in full before the student's first instruction, class or driving lesson;
- ✓ Offer *Pay-As-You-Go* payment plans, allowing each element in the program to be paid at the time of service. Classroom fees are to be paid in full at time of registration. Pay-As-You-Go road lesson fees are due in advance or at time of lesson;
- ✓ All Road Test Service fees are to be paid at the time of scheduling.

Refund Policy

Future Drivers of America will refund the entire amount paid for any non-rendered service(s), minus a \$40 administrative fee, assuming no related costs have been incurred. A written request for a refund is required 24 hours prior to any scheduled service, including:

- ✓ Road Tests, regardless if scheduled to be held at our office or at an RMV branch location;
Please Note that the RMV may still access a financial penalty for not appearing to take the Test.
- ✓ Pay-As-You-Go, High School, College, or Adult road lessons;
- ✓ Classroom sessions;
- ✓ Unused elements of bundled packages
- ✓ If you are a "Prepaid" student that has begun any portion of the Road Lesson part of the program, any refund allowed will be subject to a \$100 penalty in addition to the \$40 Admin fee.

Future Drivers of America will issue a refund within 30 days of the written request. Except for classrooms, students are eligible for a partial or pro-rated refund for any instruction not yet received. Since all services must be completed within 18 months of enrollment, there are no refunds or partial refunds for non-use of services purchased. Any remaining services and monies paid will be forfeited.

Future Drivers of America welcomes you to our family of students that have used our services to learn the skills of driving on today's sometimes unpredictable roads. We hope that you utilize our instructor's driving expertise as you continue your educational journey. If at any point in time you have questions, even after you have completed our program and you have your license, please do not hesitate to contact us:

Phone: 978-455-0290
Email: info@futuredriversofamerica.com
Website: www.futuredriversofamerica.com

Conclusion:

The following page needs to be completed, signed and returned to Future Drivers of America at your earliest convenience. An electronic version of the signed document will be stored on our server.



Please Sign and Return to Future Drivers of America...

By signing below you are indicating that you (and your teen, if applicable) have read and understand the information provided in the previous pages supplied by Future Drivers of America. Titled: *Terms and Conditions of our Driver Education Services*.

Please return only this final page, to Future Drivers of America via one of the following methods:

- ✓ In Person at our office, located at 2 Groton Road, North Chelmsford, MA 01863;
- ✓ By US Mail to Future Drivers of America at the above address;
- ✓ By Email (with electronic signature) to info@futuredriversofamerica.com;
- ✓ Students can also return this page to their instructor on the initial classroom or road lesson, prior to beginning our program.

Please Select only the Correct Section Below to Complete:

➤ ***Teen Driver (under 18) Parent/Guardian Signature Required***

Teenage Student Name (*Printed*): _____

Teenage Student Signature: _____

Date: _____

Parent/Guardian Name (*Printed*): _____

Parent/Guardian Signature: _____

Date: _____

Or:

➤ ***Adult or College Student (over 18)***

Adult Student Name (*Printed*): _____

Adult Student Signature: _____

Date: _____