

## **Things you need to know about Driver Education in North Carolina.**

The state of North Carolina recognizes that one of the most critical of all lifetime skills is that of safety negotiating our ever increasingly populated roadways. Therefore, the NC General Assembly requires a driver education program to every person residing within the state who is between 14 ½ and 18 years. Public school systems are charged with the responsibility of administering the program to all eligible students within its district including charter schools, private schools and home schools.

The driver education program consists of thirty classroom hours of instruction and six hours of actual driving instruction. It must be acknowledged that most students will not be proficient as a safe vehicle operator after completing the course. More practice under the guidance of a parent, guardian or with the help of a private driving school will be required before the student is ready to drive safely in real world.

Andes Driving School wishes every student success in completing the driver education course with the public school system. However, Andes Driving School is ready to help with that extra training for those students in need.

Students must complete 30 hours of classroom and 6 hours of behind the wheel training before eligible for the NC Graduated license.

***Q: What if I have taken driver education in another state and moved here before I had a chance to get my permit? Does it automatically pass for the driver education requirements in North Carolina?***

**A:** No, it does not. You will need to obtain written documentation from the school system or driving school where you completed your driver education course. The documentation must state how many hours of each type of instruction you received and a certificate for the classroom, behind-the-wheel, and other type of instruction received. It also must state how many of those hours were drug and alcohol prevention (NC requires six hours). This documentation should be taken to your high school's Driver Education Lead Teacher- or contact the Andes Driving School office at (919) 484-0330 to find out about the extra documents needed at the DMV. If the requirements are as much or more than are required in NC, you will be issued a NC Driver Education Certificate. If the requirements from the state from which you came are less than required in NC, your Lead Teacher or the Andes Driving School office will advise you as to what phase(s) of driver education you will need to complete.

***Q: I am not 18 years old. I have a driver's license from another state and I am moving to this area. Does NC permit the use of this license?***

**A:** If you are a new resident moving into NC and are 15 but less than 18 years old and have a Learner's Permit, a Restricted License or an Unrestricted License, you should contact your local driver license office to determine which type of license or learner's permit you are eligible to apply for. For further information, please see the following web page at the DMV web site: <http://www.ncdot.org/dmv>.

***Q: My student is scheduled to drive or go to class and weather is really bad. What is the policy regarding snow, ice or other inclement weather?***

**A:** Andes Driving School abides by whatever decision is made by the school system of each county. Should after school or Saturday activities be cancelled, Driver Education classes- both behind the Wheel and Classroom - are also cancelled. This also applies to classes being held at

locations other than the public school, Andes Driving School or different locations within the State of North Carolina.

### **North Carolina Graduated License Law:**

- Level One Learner Permit
- Level Two Limited Provisional License
- Level Three Full Provisional License

### **Items to take to the drivers license office to get my permit**

#### **Level One: Learner Permit**

- If you are at least 15 years of age and have completed an approved driver education course, you may apply for a level one limited learner's permit to operate vehicles requiring a Class C license:
- Drivers must be at least 15 years old but less than 18 years old and reside in NC.
- Drivers must pass the written, sign, and vision tests.
- During the first six months, a Level One Permit authorizes you to drive between the hours of 5 a.m. and 9 a.m. while accompanied by your supervising driver.
- Six months from Level One issuance, drivers are eligible to drive anytime with your supervising driver.
- Before graduation to Level Two, drivers must keep this permit for at least 12 months and have no moving violations or seat belt infractions within the preceding six months.

#### **Level Two: Limited Provisional License**

- Drivers must be at least 16 years old but less than 18 years old.
- Supervising driver must be seated beside the driver.
- Drivers may drive without supervision from 5 a.m. until 9 p.m. and at any time when driving directly to or from work or any volunteer fire, rescue or EMS.
- Before going to Level Three, the driver must keep this license for at least 6 months and have no moving violations or seat belt infractions within the preceding six months.

#### **Level Three: Provisional License**

- The driver must present a certificate showing he/she has passed an approved driver education course before he/she can take the driver license test.
- Any violation will cause a loss of license until the age 18 or 45 days whichever is more.
- Upon reaching the age 18, graduated license laws no longer apply.

### **Items to take to the Drivers License office to get my permit.**

1. Driver Education Certificate (received after completion of driver Ed.)
2. Birth Certificate and Proof of Residence address
3. Social Security Card
4. Driver Eligibility Certificate (this comes from your High School)
5. Permit signed by a parent or legal guardian (parent or guardian *must be present* with the student at the DMV office!)
6. Permit fee (check the DMV office for the current fee)



**ANDES DRIVING SCHOOL, Inc.**

5007 South Park Drive, Suite 120

Durham, NC 27713

Tel.: 919-484-0330

[www.driveandes.com](http://www.driveandes.com)

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## DRIVER'S EDUCATION CONTRACT

This contract is made and entered into by and between **Andes Driving School, Inc.**, hereinafter called the School, and \_\_\_\_\_ hereinafter called the Student, for a course in driver's education. The School agrees to provide the following \_\_\_\_\_ hours of classroom and \_\_\_\_\_ hours of behind-the-wheel instruction. The total fee for the course payable upon the signing of the contract is \$ \_\_\_\_\_.

By signing this contract, the School and the Student agree to the following terms and conditions:

1. \_\_\_\_\_ All fees for behind-the-wheel instruction are payable in advance.
2. \_\_\_\_\_ Behind the wheel instruction is conducted **by appointment only**, and the Student will be charged **the regular School rate of \$ \_\_\_\_\_ / hour** for any appointment he/she does not meet unless the School is given a notice of at least twenty-four (24) hours in advance.
3. \_\_\_\_\_ There will be a thirty (\$30.00) dollar service charge for all returned checks.
4. \_\_\_\_\_ There is a fifty (\$50.00) dollar administrative fee for all approved refunds (for behind-the-wheel and classroom instruction).
5. \_\_\_\_\_ No refund is given if the Student fails to schedule his/her driving lessons **within 60 days of the signing** of this contract.
6. \_\_\_\_\_ All the educational materials in the car and classroom are the property of the School.
7. \_\_\_\_\_ For students 18 years old and older: It shall be the Student's responsibility to obtain a valid Learner's Permit issued by the Department of Motor Vehicles of North Carolina **prior** to beginning of the behind-the-wheel training, unless the Student already has an International Driver's License.
8. \_\_\_\_\_ The School will complete the course in a reasonable length of time. However the School cannot be held responsible for delays caused by mechanical failure, unsafe driving conditions due to bad weather, or any other reason over which it has no control. The School will give the Student as much notice as possible if a delay becomes necessary.
9. \_\_\_\_\_ The Student understands that certain hazards and risks are inherent in the operation of motor vehicles. The Student does hereby specifically assume all such risks as may be incurred in the normal operation of a motor vehicle during the course of instruction. Each vehicle is fully insured with the liability in compliance with the Department of Motor Vehicle requirements. The Student does hereby fully and completely release Andes Driving School, Inc., its owner and operator, from any liability whatsoever, or from any and all claims or causes of action resulting or arising from any damage or injures suffered by the Student during this course or any extension thereof, to the extent that such claims shall not be covered by the School's insurance coverage. The Student does hereby further agree to indemnify and hold the School harmless from any claim made against it for any damage or injury suffered by any person, company, corporation or other entity, growing out of the Student's operation of a school vehicle, or as a result of the Student's course of instruction, to the extent that such a claim is not covered by the School insurance coverage.
10. \_\_\_\_\_ The fees set out herein are guaranteed for sixty (60) days from the date of this contract.
11. \_\_\_\_\_ The School does agree to exert its best efforts in teaching the Student to meet the requirements of the examinations. However, the School cannot and does not guarantee that the Student will successfully pass the examinations given by the Division of Motor Vehicles (DMV) upon completion of the course. The School cannot and does not serve as a negotiator between the DMV and the Student, should the Student fail to pass the test.
12. \_\_\_\_\_ The School shall do its best to be sensitive to the Student's cultural and religious customs and beliefs. In return, the School expects the Student to behave at all times in a courteous and respectable manner. The School retains the right to **terminate** the instruction of the Student, should the School feel that the Student's behavior is inappropriate, aggressive, harassing, or intimidating, and/or poses a threat of physical and/or psychological harm to any employees and/or damage to property of the School. In the case when the instruction has been terminated due to the Student's inappropriate behavior, the School shall be entitled to the total cost of instruction as specified at the beginning of this contract. No refunds shall be made for any unused hours.

13. The School reserves the right to impose an additional **fuel surcharge** in the event of a substantial increase of gasoline prices. The Student agrees to pay the fuel surcharge in addition to the regular instruction costs as specified at the beginning of this contract.
14. If additional instruction or service is provided after the conclusion of the course described herein is completed, the following fees will apply:
- a. Additional behind-the-wheel instruction: \$ \_\_\_\_\_ per lesson
  - b. Use of School vehicle for the State DMV road test (solely upon the School's consent and after a successful evaluation): \$ \_\_\_\_\_ per test

**IMPORTANT DISCLOSURES:**

The accuracy of this information is necessary for us to provide you with the best service possible. If this information is inaccurate or not disclosed prior to the beginning of the behind-the-wheel training, the Student bears full legal responsibility for any damage or injuries suffered by the Student or others as a result of the Student's operation of a school vehicle, as well as any consequent claims or causes of action resulting from it.

Failure to disclose this information may lead to immediate termination of the contract.

I. Have you / the Student ever suffered from (*Mark all that apply*):

- a seizure disorder     diabetes     heart trouble     paralysis     fainting     dizzy spells

II. Do you / the Student have any physical or mental disability (including dyslexia, ADD, ADHD, bipolar disorder, etc.)?

YES  NO  If you mark Yes, specify the nature of disability here: \_\_\_\_\_

**This contract constitutes the entire agreement between the School and the Student and no verbal representations, assurances or promises not contained herein shall bind the School or the Student.**

**By signing below, I understand and agree to all promises, requirements, terms, conditions, representations, guarantees, and warranties of this contract. I certify that I have read the above disclosures and that the information given is true to the best of my knowledge.**

**STUDENT:**

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Printed Name of Student

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Parent's/ Legal Guardian's Signature (for minors)

**SCHOOL REPRESENTATIVE:**

\_\_\_\_\_  
School Representative's Signature

\_\_\_\_\_  
School Representative's Name

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_





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**DRIVER EDUCATION PROGRAM CODE OF CONDUCT**

Students participating in driver education programs through Andes Driving School, Inc. must comply with the following rules and regulations:

1. Absences—excused absences only for medical and family emergencies with written documentation.
2. Students must make up time and all work for excused and unexcused absences during make up dates determined by instructors and site coordinator.
3. Students who miss more than one class will be dropped from the class as a failure.
4. The classroom phase must be successfully completed with a final grade of 80 % or above.
5. Cheating is grounds for dismissal from driver education program.
6. Disrespect to instructor and fellow students will be grounds for dismissal.
7. Continued disruption of classroom (talking, noise, rudeness, horseplay, etc.) is grounds for dismissal.
8. Students must arrange **their own pickup at the end of the class session** (by 3:10 p.m. at latest).
9. Students are responsible for assigned textbooks and workbooks. Lost textbooks will have to be reimbursed at the cost of \$36.00 per book.
10. Students are allowed only in the designated areas of the school facilities: main classroom, main lobby and the parking lot.
11. Lunch time will be between 12:00 and 12:30 pm. **If the lunch is not provided by the parents, the parental authorization is required for the student to leave the School's premises in order to purchase lunch at the neighboring fast food facilities.**

I give my permission for my teen to go for lunch to the neighboring restaurants. \_\_\_\_\_

I do not give my permission for my teen to leave the School's premises for lunch.  
The lunch will be provided. \_\_\_\_\_

**Please return the signed form to your instructor by the 2<sup>nd</sup> day of class.**

Student's Signature: \_\_\_\_\_

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

Parent's Signature: \_\_\_\_\_

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

## **General Power of Attorney**

This general power of attorney is granted by me, \_\_\_\_\_ parent of \_\_\_\_\_.

I do hereby appoint \_\_\_\_\_ of Andes Driving School Inc. 5007 Southpark Ste 120, Durham, NC 27713 to act jointly or independently as my attorney in fact for the period commencing on \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ at 8:00 am and ending on \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ at 4:30 pm eastern standard/ daylight saving time.

In my name, \_\_\_\_\_ said attorney(s) is (are) authorized to act on my behalf in regards to my daughter/ son, \_\_\_\_\_.

Said attorney(s), \_\_\_\_\_ is (are) authorized to accompany \_\_\_\_\_ to the North Carolina Department of Motor Vehicle for him/ her to take the driver's exam. Each or one is authorized to act in my behalf in regards to paperwork and signatures that are to be completed.

This power of attorney is executed on \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_, in the county of \_\_\_\_\_, State of North Carolina.

Parent Signature \_\_\_\_\_

On \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_, \_\_\_\_\_ personally appeared before me or known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me the executed instrument.

WITNESSED my hand and official seal

X \_\_\_\_\_  
Signature of Notary

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[MrEd@driveandes.com](mailto:MrEd@driveandes.com)

## **Guidelines for Obtaining a Driver Eligibility Certificate**

1. Complete the Driver Program
2. Take the Driver information to Student Services

The driver Education Completion Certificate  
An original copy of your birth certificate  
Your most recent SEMESTER report card

3. The Driver Eligibility Certificate is valid for 30 days.
4. Take your Driver Education Certificate, birth certificate, social security card, Driver Education Completion Certificate, and the DMV fee to obtain your permit.

**IMPORTANT: A parent or a legal guardian** must go with you to obtain your permit.

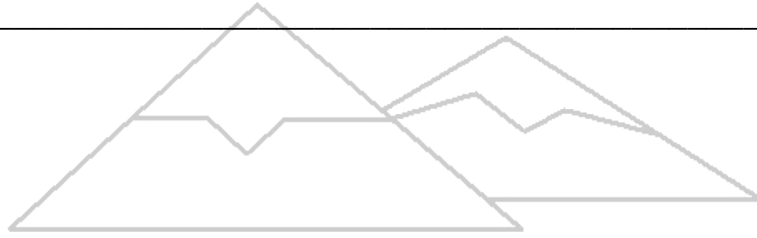
# Gift Certificate

To: \_\_\_\_\_

From: \_\_\_\_\_

For:

Expires on:



*We want you to enjoy your first driving experience.  
Please call our office at (919) 484-0330 to schedule your appointment.  
We look forward to hearing from you!*

This gift certificate may be used only for the amount and services specified. It may not be redeemed for cash or applied as payment to any account. These terms are non-negotiable.

**SAMPLE**

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