

FALCON TRUCK SCHOOL LLC
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SCHOOL CATALOG

January 1, 2012 – January 1, 2014

Falcon Truck School is a private institution that is approved to operate by the Bureau for Private Postsecondary Education. Approval means that the institution is in compliance with the California Private Postsecondary Act of 2009. We do not participate in federal or state financial aid programs.

COURSE MISSION and OBJECTIVE

We offer Class A Truck Driving instruction. The purpose of our one-month (160 hour) training is to prepare a student to drive a Class A vehicle and to obtain his Class A license.

INSTRUCTIONAL FACILITIES

The address where instruction is held is 100 Corporate Place, Suite B, Vallejo, California 94590. The facility size is 1950 square feet and contains a lobby, two classrooms, a student break room, two bathrooms, the Director's office and two storage areas. We also utilize three semi tractor-trailer vehicles. The classrooms can accommodate 16 students each. Maximum capacity for our course is 18 people. All student records are housed in a locked room and retained for 5 years; however, transcripts are kept permanently. Falcon Truck School offers no dormitory housing assistance, availability of housing located reasonably near the institution is approximate \$700 - \$900; and **we provide no assistance is provided to find housing.**

ENTRANCE REQUIREMENTS

A prospective student must meet the following criteria:

1. Must be 18 years of age.
2. Must have a valid Class C (car) California driver's license or be able to obtain one.
3. Must be able to complete a Department of Transportation (DOT) standard physical examination done by your own doctor or any outpatient clinic. Falcon Truck School can recommend a medical clinic in the area that performs this physical examination. There will be a \$45.00 - \$80.00 physician's fee for your DOT physical exam. After you have completed your DOT physical examination, take the completed DOT physical form with you to DMV and take the written examination as explained in the following step
4. Must be able to obtain a Class A permit. Falcon Truck School will provide you with study guides to assist you in obtaining this permit. You can also obtain and begin studying the applicable chapters (1-3, 5 and 6) in the California Commercial Driver Handbook. This handbook is available at any DMV office, our office or downloadable on the DMV website (www.dmv.ca.gov). After studying these chapters and our study guides, you will go to DMV and take the written tests for General Knowledge, Air Brakes and Combination Vehicles (as well as Class C and Class M1, if applicable) to obtain a Class A permit. These examinations will consist of approximately 85 questions.
5. You will be required to provide Falcon Truck School with a current (no more than 30 days old) copy of your driving record from DMV. If you have anything unresolved or are under 18 years of age, you will not be able to obtain your Class A permit. While an absolutely flawless record is preferred, it is not necessary. Less than 3 violations in 3 years generally will not be questioned, but any recent suspensions, failures to appear, DUIs, reckless driving, speed contests or 3 or more traffic violations in 3 years could certainly cause difficulty for finding future employment. If you have a questionable driving record, just fax or mail it to us and we will review it and give our recommendations.
6. All trucking companies will require a pre-employment urine test for illicit drugs and substance abuse. You will most likely be re-tested randomly, annually and in the event of an accident or erratic behavior.
7. This course is offered in English only and no English language services are provided. The occupation the student will be eligible for is Commercial Truck Driver.

POLICIES

A. Enrollment Policy

Students must enroll prior to the beginning of the month they wish to attend.

B. Prior Training

If a student has held a Commercial Driver's License previously he/she must drive with one of the instructors to demonstrate his ability to safely drive the truck. If he/she is able to drive safely and only needs to learn the required skills to pass the Department of Motor Vehicles driving test, we would shorten his training to two weeks. That is the least amount of training that we offer. The records would be recorded to indicate this shorter course. (Note: Any prior driving claim must be evaluated by an instructor.)

C. Attendance Policy

1. Absence

Absence will be considered excused under the following circumstances: illness, death in the immediate family, birth in the immediate family and other valid reasons substantiated in writing and at the discretion of the school Office Manager. All other absences will be considered unexcused.

2. Tardiness

Tardiness is a disruption of a good learning environment and is to be discouraged. Tardiness without legitimate reason on two occasions in one class will be considered as one unexcused absence.

3. Interruption for Unsatisfactory Attendance

Since our school is only four weeks long, it is mandatory that the student not miss more than one day of training. If he/she does, we will recommend that he/she re-start the following month.

4. Missing classes

Missing classes will be considered as unexcused absences.

5. Make-up work

Since the majority of the training takes place in the trucks, it is not possible for a student to make up missed time on his/her own.

6. Leave of absence

Our course is only four weeks in duration so if a student is unable to attend the entire month he/she will be allowed to return to school and pick up where he/she left off for a period of four months.

D. Probation and Termination Policy

1. The school's grading system for each class is:

(a) Excellent 90-100

(b) Above average 80-90

(c) Average 70-80

(d) Unsatisfactory 69 or below

(i) Incomplete Habitual absences or training is stopped for any reason by the student or school.

2. Grade average required for certifying completion of a course is 70. A diploma is awarded for successful completion.

3. Conditions for interruption for unsatisfactory progress:

When an individual lacks the ability to safely operate the vehicle or maintains a below 70 grade average, he will be placed on probation. If, by the completion of the course of training, he is still unable to learn the required skills or does not achieve a grade average higher than 70, the student will be terminated and any interested parties (i.e. counselor) will be promptly notified.

4. For students achieving a (d) unsatisfactory or (i) incomplete:

In order to re-enroll the student must drive for the instructor and demonstrate that he is capable of safely handling the truck on public roads. The student will be responsible to pay the prorated portion of tuition for any additional training required beyond the original course of training.

E. Refund Policy

This school has and maintains a policy for the refund of the unused portion of tuition, fees and other charges in the event the veteran or eligible person fails to enter or complete the course. The amount charged to the veteran or eligible person for tuition, fees and other charges does not exceed the approximate pro rata portion of the total charges for tuition, fees and other charges.

REFUND PROVISIONS

You have the right to cancel this agreement for a course of instruction, including any equipment or other goods and services included in the agreement, a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later.

Cancellation shall occur when you give written notice of cancellation at the address of the school shown on the top of the front page of this agreement. You can do this by mail to: 100 Corporate Place, Suite B Vallejo, California 94590, hand delivery or telegram. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage pre-paid. The written notice of cancellation need not take any particular form and however expressed, it is effective if it shows that you no longer wish to be bound by this agreement.

On the first day of class you will be given two Notice of Cancellation forms to use, however you can use any written notice that you wish. If you cancel this agreement, the school will refund any money that you paid within thirty (30) days after your notice of cancellation is received.

If the school has given you any equipment, you shall return it to the school within forty-five (45) days following the date of your notice of cancellation. If you fail to return this equipment in good condition within the this period, the school may retain that portion of payment paid by you and the school shall deduct the cost from any refund that may be due to you. Once you pay for the equipment it is yours to keep without further obligation.

Please note: If you have obtained a loan to pay for an educational program, you will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. If you received federal student financial aid funds, you are entitled to a refund of the money not paid from financial aid funds.

HYPOTHETICAL REFUND EXAMPLE

Assume that a student, upon enrollment in a 400-hour course, pays \$2,000.00 for tuition, \$75.00 for registration and \$150.00 (fair market value) for equipment as specified in the enrollment agreement. This student withdraws after completing 100 hours without returning the equipment he/she obtained. The pro rata refund to the student would be \$1,500.00 based on the calculation stated below:

| | | | |
|-------------------------|-----------------------|--------------------------------|----------------|
| \$2,225.00 | - \$225.00 | 300 clock hours of instruction | = \$1,500.00 |
| amount paid for | (\$75.00 registration | for which student has paid | initial refund |
| instruction (\$2,000.00 | fee plus \$150.00 for | but not received | |
| tuition plus \$75.00 | unreturned equipment) | X ----- | |
| registration fee plus | | 400 clock hours of instruction | |
| \$150.00 for equipment) | | for which student has paid | |

*If the student returns the equipment in good condition within forty-five (45) days following his/her withdrawal, the school shall refund the charge for the equipment paid by the student. When the student returns the equipment in good condition, the actual refund to the student would be \$1,650.00 (\$1,500.00 + \$150.00).

WITHDRAWAL FROM COURSE

You have the right to withdraw from a course of instruction at any time. The period allowed for cancellation of the agreement is through attendance at the first class session, or the seventh (7th) day after enrollment, whichever is later.

If you withdraw from the course of instruction after the period allowed for cancellation of the agreement, the school will remit a refund, less a registration fee, which is not to exceed \$75.00 (if applicable). The school will remit the refund within thirty (30) days following your withdrawal.

You are obligated to pay only for educational services rendered and for unreturned equipment. The refund shall be the amount you paid for instruction, minus the registration fee, multiplied by fraction (the numerator of this is the number of hours of instruction which you have not received but for which you have paid and the denominator of which is the total number of hours of instruction for which you have paid).

If you obtain equipment, as specified in the agreement as a separate charge and return it in good condition within ten (10) days following the date of your withdrawal, the school shall refund the charge for the equipment paid by you. If you fail to return equipment in good condition within this 45-day period, the school may offset against the refund the documented cost to the school of that equipment. You shall be liable for the amount (if any) by which the documented cost for equipment exceeds the prorated refund amount. For a list of these costs, see the list on the front of this page and on any attachments. If the amount that you have paid is more than the amount that you owe for the time you attended, then a refund will be made within 30 days of withdrawal. If the amount that you owe is more than the amount that you have already paid, then you will have to make arrangements to pay it.

STUDENT TUITION RECOVERY FUND- (STRF)

You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all of part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.”

In addition to the statement described under subdivision (a) of this section, a qualifying institution shall include the following statement on its current schedule of student charges:

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs.
4. There was a material failure to comply with the Act or the Division within 30-days before the school closed or, if the material failure began earlier than 30-days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act. However, no claim can be paid to any student without a social security number or a taxpayer identification number.

STUDENT GRIEVANCE PROCEDURE

Student grievance should be directed to Suzanne M. Seymour in either oral or written form. Suzanne is the Office Manager and will be available Monday through Friday 9:00 a.m. until 4:00 p.m. Your complaint will be addressed within 10 days. The student's participation in the complaint procedure and the disposition of a student's complaint shall not limit or waive any of the student's rights or remedies.

A student or any member of the public may file a complaint about this institution with the bureau listed below by calling the toll free number or by completing a complaint form, which can be obtained on the bureau's internet website.

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to: Bureau for Private Postsecondary Education 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov Toll free-(888) 370-7589 or Fax-(916) 263-1897

STUDENT CONDUCT

We assume a mature level of honesty from students regarding past driving history and criminal background, that there is no drug or alcohol use while attending school and that the physical examination required by the Department of Motor Vehicles was honestly and completely disclosed.

SCHEDULE OF CHARGES

The total cost of the four-week course is \$4,100.00. This includes a non-refundable registration fee of \$75.00 and \$0.50 X \$1,000.00 (Student Tuition Recovery Fund. It also covers all supplies, books, etc.

INSTRUCTIONAL SCHEDULE

- A. Training is offered Monday, Tuesday, Wednesday, Thursday and Friday.
- B. Class schedule is from 8:00 a.m. to 4:00 p.m.
- C. School is closed for the following holidays:
Independence Day, Memorial Day, Labor Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas and New Years Day.

DETAILED INSTRUCTIONAL SCHEDULE

The schedule for the months' training is as follows: Instruction is provided in English only.

- A. Classroom subjects that cover how the engine, air brake system and transmission works, instruction on the D.M.V. examination prerequisites, handling of hazardous materials, keeping of log books, maximum weight and lengths, firefighting on the truck as well as the cargo and paperwork and foul weather driving. Classroom instruction is a total of 24 hours.
- B. Behind the wheel instruction concerning driving on hills, mountains, two lanes, freeways, city streets and a lot of backing up practice. The skills learned are controlled left and right turns, lane control, passing slow vehicles, highway speed control, traffic congestion and side of road obstacle. Behind the wheel instruction is a total of 136 hours.

STUDENT SERVICES AND JOB PLACEMENT ASSISTANCE

Due to the fact that the majority of the instruction received is "hands on", Falcon Truck School does not provide any form of student library all instruction and material are provided in class.

We do, however, provide student services in the form of job seeking and resume building assistance. Falcon Truck School regularly receives requests from companies seeking trained and qualified graduates. Our students are provided with a database of companies to choose from which range from local area trucking firms to nationwide "long haul" carriers. Falcon Truck School also offers a career center equipped with a computer for job searching and various employment resources.

ORGANIZATIONAL CHART

Falcon Truck School is a limited liability company.

- A. Director:
Timothy E. Seymour (member-manager)
- B. Instructors:
Timothy E. Seymour (member-manager)
Michael Meagher
James Hart
- C. Office Manager:
Suzanne M. Seymour (member-manager)

FACULTY

Timothy E. Seymour has truck driving experience transporting various dry goods, cars, waste water and machinery. Timothy has experience in the field of truck driving for a total of 15 years.

Michael Meagher has truck driving experience transporting general freight and petroleum products. Mike has experience in the field of truck driving for a total of 28 years.

James Hart has truck driving experience transporting general freight and petroleum products. James has experience in the field of truck driving for a total of 21 years.

Suzanne M. Seymour has experience in the field of administration and office management for a total of 20 years.

REIMBURSEMENT TO VETERANS AND ELIGIBLE PERSONS

For information or for resolution of specific payment problems, the veteran should call the DVA nationwide toll free number at 1-800-827-1000.

ACCEPTANCE OF CREDITS

This institution has not entered into an articulation or transfer agreement with any other college or university and therefore does not accept credits earned at other institutions.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at Falcon Truck School is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the truck driver training course is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Falcon Truck School to determine if your certificate will transfer.

This institution does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition within the preceding five years and has not had a petition in bankruptcy filed against it within the preceding five years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code.

As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement.

If you are financing all or part of your training please read the following notice.

“NOTICE”

You may assert against the holder of the promissory note you signed in order to finance the cost of the educational program all of the claims and defenses that you could assert against this institution, up to the amount you have already paid under the promissory note.