

[10012] ENROLLMENT AGREEMENT (California BPPE Page 1)

School's Name «schlname»	Address where instruction will be provided «schlstreet» «schlcity», «schlstate» «schlzip»		
Student Name	Social Security No.		
Student Street Address	City	State	Zip Code

Course Name: _____ CIP code # _____ SOC Code # _____
 Certificate ___ Diploma ___ Course of _____ Semester OR _____ Quarter Credit hours AND/OR _____ Clock Hours
 Course description: _____

Graduation Requirements:

Enrollment:	Cr/Clock Hrs in Course		Transferred Hours		Hours Enrolled		Cancellation Date	
	Start Date		Expected End Date		Instructional Weeks #		On-time Graduation Date: (See Note)	

Note: On time Graduation date includes a grace period of _____ additional calendar days to complete the course. Additional training time beyond this date will cost the student \$ _____ per _____ needed. These charges would not be covered by Title IV Financial aid.

Initials _____ The period covered by this Enrollment Agreement is from _____ to _____.

Enrollment Status: Full time 3/4 time 1/2 time Less than 1/2 time Part time

Class Schedule:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours per Week
Daily Hours								

Itemized Charges By Payment Period	1st Payment Period	2nd Payment Period	3rd Payment Period	4th Payment Period	Total Charges for entire Course
Tuition					
Fees (Non-Refundable)					
Supplies (Non-Refundable)					
Other Charges (Non-Refundable)					
STRF (Non-Refundable)					

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE.
ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM
TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT.

Estimated Payments:					
FPell Grant					
FSEOG					
Subsidized (NET LOAN)					
Unsubsidized (NET LOAN)					
PLUS (NET LOAN)					
Cash					
Other					
Total Estimated Payments					

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate, if applicable - **Student Initials** _____
 "I certify that I have received the catalog, the School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet"
 "I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities and that the institution's cancellation and refund policies have been clearly explained to me". If I accept a student loan I will be responsible to repay the full amount of the loan plus interest, less any amount of any refund.

Student Signature:	Guarantor's Signature:	Institutional Representative signature:
Printed Name:	Printed Name:	Printed name and Title:
Date:	Date:	Date:

This enrollment agreement is a legally binding document when signed by the student and accepted by the institution. Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897. A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll free or by completing a complaint form, which can be obtained on the bureau's internet web site www.bppe.ca.gov.

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All charges stated on page one of this agreement are due and payable prior to the completion of each payment period.

The Title IV aid stated on page one of this agreement are only estimates depending on your eligibility for funds.

Student remains responsible for all incurred charges.

A monthly payment plan has been arranged for you. The plan is to make ____ payments due on the first of each month for the monthly amount of \$ _____ and a final payment of \$ _____

Equipment received and accepted by the student is NOT REFUNDABLE.

You are responsible for the total amount of charges stated on page one of this enrollment agreement.

As stated on page one after the on time graduation date, the student will be responsible for additional tuition needed to complete the course by hour or per week. There will be no Financial Aid available for this period.

STUDENT'S RIGHT TO CANCEL: The student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first class session (**first day of classes**), or the seventh day after enrollment (**seven days from the date when enrollment agreement was signed**), whichever is later.

The notice of cancellation shall be in writing and submitted directly to the Financial Aid Office, a withdrawal may be initiated by the student's written notice or by the institution due to student's academics or conduct, including, but not necessarily limited to, a student's lack of attendance.

Refund Policy: After the cancellation period, the institution provides a pro rata refund of **ALL** funds paid for tuition charges to students who have completed 60 percent or less of the period of attendance. Once more than 60 percent of the enrollment period in the entire course has elapsed (**including absences**), there will be no refund to the student. If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid program funds.

A registration fee of \$ _____ is a **non-refundable item**. Equipment, books, supplies, tools, uniforms, kits and any other items **issued and received by the student** would not be returnable. **Once received** by the student it will belong to the student and will represent a liability to the student.

If you cancel the agreement, the school will refund any money that you paid, less any deduction for registration fee and equipment received. If you withdraw from school after the cancellation period, the refund policy described above will apply. 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 45 days of the official withdrawal date. See Refunds section below. If the amount that you owe is more than the amount that you have already paid, then you will have to arrange with the institution to pay that balance. Official withdrawal date is on the student's notification or school's determination.

Determination of withdrawal from school: The withdrawal date shall be the last date of recorded attendance. The student would be determined to have withdrawn from school on the earliest of:

The date you notify the Financial Aid Office of your intent to withdraw. Only the Financial Aid Office would be authorized to accept a notification of your intent to withdraw.
The date the school terminates your enrollment due to academic failure or for violation of its rules and policies stated in the catalog.
The date you fail to attend classes for a two-week period and fail to inform the school that you are not withdrawing.
The date you failed to return as scheduled from an approved leave of absence. The withdrawal date shall be the last date of recorded attendance. The date of the determination of withdrawal will be the scheduled date of return from LOA.

Return of Title IV: Special note to students receiving Unsubsidized/Subsidized/PLUS/Perkins loans, ACG/National SMART/Pell/SEOG grants or other aid, if you withdraw from school prior to the completion of the equivalent to **60 percent** of the workload in any given payment period, a calculation using the percentage completed will be applied to the funds received or that could have been received that will determine the amount of aid the student earned. Unearned funds would be returned to the program in the order stated below by the school and/or the student. Student liability to loan funds will continue to be paid in accordance to the original promissory note terms. Funds owed by the student to the Grant programs are limited to 50% of the gross award per program received. Sample Calculation, completion of 25% of the payment period or enrollment period earns only 25% of the aid disbursed or that could have been disbursed. If applicable, this would be the first calculation to determine the amount of aid that the student would be eligible for from the Title IV Financial Aid programs. A second calculation would take place to determine the amount earned by the institution during the period of enrollment. If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur: (1) The federal or state government or a loan guarantee agency may take action against the student, including garnishing any income tax refund to which the person is entitled, to reduce the balance owed on the loan. (2) The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

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 or 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. 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. **Amount of STRF Assessment; § 76120.** (a) Each qualifying institution shall collect an assessment of fifty cents (\$0.50) per one thousand dollars (\$1,000) of institutional charges, rounded to the nearest thousand dollars, from each student. For institutional charges of one thousand dollars (\$1,000) or less, the assessment is fifty cents (\$0.50). **CCR §76215(b)** 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 programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education. You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the 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 this 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."

Refunds: If any refunds are due based on the Return of Title IV calculation or based on the institutional refund policy calculation, any refunds will be made as soon as possible but not later than 45 days from the determination of withdrawal date in the order stated in section CFR 34 section 668.22. The order of payment of refunds is, 1) Unsubsidized Loans from FFELP or Direct Loan, 2) Subsidized Loans from FFELP or Direct Loan, 3) Perkins Loans, 4) PLUS (Graduate Students) FFELP or Direct Loan, 5) PLUS (Parent) FFELP or Direct Loan, 6) Pell Grant, 7) Academic Competitiveness Grant (ACG), 8) National SMART Grant, 9) Federal SEOG, 10) Other. This order would apply in accordance to the aid programs available at the institution.

Course Cancellation: If a course is cancelled subsequent to a student's enrollment and before instruction in the course has begun, the school shall at its option: 1) Provide a full refund of all money paid; or 2) Provide for completion of the course at schools in the neighborhood.

School Closure: If the school closes subsequent to a student's enrollment and before instruction in the course has begun, the school shall at its option: 1) Provide a full refund of all money paid; or 2) Provide for completion of the course at schools in the neighborhood.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION: The transferability of credits you earn at «schlname» is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (degree, diploma, or certificate) you earn in (name of educational program*), is also at the complete discretion of the institution to which you may seek to transfer. If the (credits or degree, diploma, or 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 the institution you are transferring. 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 «schlname» to determine if your (credits or degree, diploma or certificate) will transfer.

*If institution offers more than one educational program, only the program in which the student is enrolling must be listed.

Note: Academic transcripts will not be released until tuition charges are paid in full.

Placement: This school does not guarantee placement. However, limited job placement assistance by providing referrals to graduates is available.

ANY DISPUTE ARISING FROM ENROLLMENT AT «schlname» NO MATTER HOW PLEADED OR STYLED, SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AT «schlcity», «schlstate» UNDER ITS COMMERCIAL RULES. THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSE WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY THEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR THEREUNDER.

Student understandings: I understand this agreement is not operative until I attend the first class or session of instruction. This requirement is not applicable to correspondence or other distance learning programs. I further understand that the catalog and its contents are a part of this enrollment agreement and that information presented therein is binding on the school and me.

My signature below certifies that I have read, understood and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

I have read and understood this agreement which consists of 3 pages.

Student's signature _____ Date _____

Including California State Code (#) [10012] ENROLLMENT AGREEMENT (California BPPE Page 1)

(5) (16a)	School's Name «schlname»	Address where training will be provided «schlstreet» «schlcity», «schlstate» «schlzip»
Student Name		Social Security No.
Student Street Address		City
		State
		Zip Code

(5) Course Name: _____ CIP code # _____ SOC Code # _____
 Certificate ___ Diploma ___ Course of _____ Semester OR _____ Quarter Credit hours AND/OR _____ Clock Hours

Course description:
Graduation Requirements:

Enrollment:	Cr/Clock Hrs in Course	Transferred Hours	Hours Enrolled	Cancellation Date
(16 b, c d)	Start Date	Expected End Date	Instructional Weeks #	On-time Graduation date. See Note

Note : On time Graduation date includes a grace period of _____ additional calendar days to complete the course. Additional training time beyond this date will cost the student \$ _____ per _____ needed. These charges would not be covered by Title IV Financial aid.

Initials _____ **(16 b)** The period covered by this Enrollment Agreement is from _____ to _____.
 Enrollment Status: Full time ¾ time 1/2 time Less than 1/2 time Part time

Class Schedule:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours per Week
Daily Hours								

(6) (7) INSTITUTIONAL CHARGES BY PAYMENT PERIOD (ATTENDANCE PERIOD AND TOTAL FOR THE PROGRAM IS THE AMOUNT YOU WILL BE RESPONSIBLE FOR UPON ENROLLMENT) and ESTIMATED PAYMENTS (From Aid and Non-Aid)

(16 (e)1-12) (f) Itemized Charges By Payment Period	1st Payment Period	2nd Payment Period	3rd Payment Period	4th Payment Period	Total Course Institutional Charges
Tuition					
Fees (Non-Refundable)					
Supplies (Non-Refundable)					
Other Charges (Non-Refundable)					
STRF (Non-Refundable)					

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE. (7) _____
ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM. (7) _____
TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT. (7) _____

Estimated Payments:	1st Payment Period	2nd Payment Period	3rd Payment Period	4th Payment Period	Total Course Institutional Charges
FPell Grant					
FSEOG					
Subsidized (NET LOAN)					
Unsubsidized (NET LOAN)					
PLUS (NET LOAN)					
Cash					
Other					
Total Estimated payments					

(13)(1) "Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages and the most recent three-year cohort default rate, if applicable, prior to signing this agreement". **(13)(2) Student Initials** _____ "I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet". **(15)** I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. **(10)(f)** If I accept a student loan I will be responsible to repay the full amount of the loan plus interest, less any amount of any refund.

1	Student Signature:	Guarantor's Signature:	Institutional Representative signature:
	Printed Name:	Printed Name:	Printed name and Title:
	Date:	Date:	Date:

(8) This enrollment agreement is a legally binding document when signed by the student and accepted by the institution. **(14-1)** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897. **(14-2)** A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll free or by completing a complaint form, which can be obtained on the bureau's internet web site www.bppe.ca.gov.

(7) All charges stated on page one of this agreement are due and payable prior to the completion of each payment period. The Title IV aid stated on page one of this agreement are only estimates depending on your eligibility for funds. Student remains responsible for all incurred charges.

A monthly payment plan has been arranged for you. The plan is to make ____ payments due on the first of each month for the monthly amount of \$ _____ and a final payment of \$ _____

Equipment received and accepted by the student is NOT REFUNDABLE.

You are responsible for the total amount of charges stated on page one of this enrollment agreement.

(9-1) **STUDENT'S RIGHT TO CANCEL:** The student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first class session (**first day of classes**), or the seventh day after enrollment (**seven days from date when enrollment agreement was signed**), whichever is later.

(9-3) The notice of cancellation shall be in writing and submitted directly to the Financial Aid Office, a withdrawal may be initiated by the student's written notice or by the institution due to student's academics or conduct, including, but not necessarily limited to, a student's lack of attendance.

(9-2) **Refund Policy:** After the cancellation period, the institution provides a pro rata refund of **ALL** funds paid for tuition charges to students who have completed 60 percent or less of the period of attendance. Once more than 60 percent of the enrollment period in the entire course has elapsed (**including absences**), there will be no refund to the student. If the student has received federal student financial aid fund, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

A registration fee of \$ _____ is a **non-refundable item**. Equipment, books, supplies, tools, uniforms, kits and any other items **issued and received by the student** would not be returnable. **Once received** by the student it will belong to the student and will represent a liability to the student.

If you cancel the agreement, the school will refund any money that you paid, less any deduction for registration fee and equipment received. If you withdraw from school after the cancellation period, the refund policy described above will apply. 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 45 days of the official withdrawal date. See Refunds section below. If the amount that you owe is more than the amount that you have already paid, then you will have to arrange with the institution to pay that balance. Official withdrawal date is on the student's notification or school's determination.

Determination of withdrawal from school: The withdrawal date shall be the last date of recorded attendance. The student would be determined to have withdrawn from school on the earliest of:

The date you notify the Financial Aid Office of your intent to withdraw. Only the Financial Aid Office would be authorized to accept a notification of your intent to withdraw.
The date the school terminates your enrollment due to academic failure or for violation of its rules and policies stated in the catalog.
The date you fail to attend classes for a two-week period and fail to inform the school that you are not withdrawing.
The date you failed to return as scheduled from an approved leave of absence. The withdrawal date shall be the last date of recorded attendance. The date of the determination of withdrawal will be the scheduled date of return from LOA.

Return of Title IV: Special note to students receiving Unsubsidized/Subsidized/PLUS/Perkins loans, ACG/National SMART/Pell/SEOG grants or other aid, if you withdraw from school prior to the completion of the equivalent to **60 percent** of the workload in any given payment period, a calculation using the percentage completed will be applied to the funds received or that could have been received that will determine the amount of aid the student earned. Unearned funds would be returned to the program in the order stated below by the school and/or the student. Student liability to loan funds will continue to be paid in accordance to the original promissory note terms. Funds owed by the student to the Grant programs are limited to 50% of the gross award per program received. Sample Calculation, completion of 25% of the payment period or enrollment period earns only 25% of the aid disbursed or that could have been disbursed. If applicable, this would be the first calculation to determine the amount of aid that the student would be eligible for from the Title IV Financial Aid programs. A second calculation would take place to determine the amount earned by the institution during the period of enrollment. (11) If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur: (1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled, to reduce the balance owed on the loan. (2) The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

(21) 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 prepays all or 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. 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. **Amount of STRF Assessment; § 76120.** (a) Each qualifying institution shall collect an assessment of fifty cents (\$0.50) per one thousand dollars (\$1,000) of institutional charges, rounded to the nearest thousand dollars, from each student. For institutional charges of one thousand dollars (\$1,000) or less, the assessment is fifty cents (\$0.50). **CCR §76215(b)** 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 programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education. You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the 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 within180days 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 this 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."

Refunds: If any refunds are due based on the Return of Title IV calculation or based on the institutional refund policy calculation, any refunds will be made as soon as possible but not later than 45 days from the determination of withdrawal date in the order stated in section CFR 34 section 668.22. The order of payment of refunds is, 1) Unsubsidized Loans from FFELP or Direct Loan, 2) Subsidized Loans from FFELP or Direct Loan, 3) Perkins Loans, 4) PLUS (Graduate Students) FFELP or Direct Loan, 5) PLUS (Parent) FFELP or Direct Loan, 6) Pell Grant, 7) Academic Competitiveness Grant (ACG), 8) National SMART Grant, 9) Federal SEOG, 10) Other. This order would apply in accordance to the aid programs available at the institution.

Course Cancellation: If a course is cancelled subsequent to a student’s enrollment and before instruction in the course has begun, the school shall at its option: 1) Provide a full refund of all money paid; or 2) Provide for completion of the course at schools in the neighborhood.

School Closure: If the school closes subsequent to a student’s enrollment and before instruction in the course has begun, the school shall at its option: 1) Provide a full refund of all money paid; or 2) Provide for completion of the course at schools in the neighborhood.

(12) NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION: The transferability of credits you earn at «schlname» is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (degree, diploma, or certificate) you earn in (name of educational program*), is also at the complete discretion of the institution to which you may seek to transfer. If the (credits or degree, diploma, or 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 the institution you are transferring. 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 «schlname» to determine if your (credits or degree, diploma or certificate) will transfer.

***If institution offers more than one educational program, only the program in which the student is enrolling must be listed.**

Note: Academic transcripts will not be released until tuition charges are paid in full.

Placement: This school does not guarantee placement. However, limited job placement assistance by providing referrals to graduates is available.

ANY DISPUTE ARISING FROM ENROLLMENT AT «schlname» NO MATTER HOW PLEADED OR STYLED, SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), AT «schlcity», «schlstate» UNDER ITS COMMERCIAL RULES. THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSE WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY THEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR THEREUNDER.

Student understandings: I understand this agreement is not operative until I attend the first class or session of instruction. This requirement is not applicable to correspondence or other distance learning programs. I further understand that the catalog and its contents are a part of this enrollment agreement and that information presented therein is binding on the school and me.

My signature below certifies that I have read, understood and agreed to my rights and responsibilities, and that the institution’s cancellation and refund policies have been clearly explained to me.

I have read and understood this agreement which consists of 3 pages.

Student’s signature _____ Date _____

Items not included in the agreement

Item#2 – CEC §94906

(a) An enrollment agreement shall be written in language that is easily understood. If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language.

(b) If the recruitment leading to enrollment was conducted in a language other than English, the enrollment agreement, disclosures, and statements shall be in that language.

Item#3 – CEC §94907 An enrollment agreement shall not contain a provision that requires a student to invoke an internal institutional dispute procedure before enforcing any contractual or other legal rights or remedies.

Item#4 – CEC §94908 Any information or statement required by this article to be included in the catalog, School Performance Fact Sheet, or enrollment agreement shall be printed in at least the same size font as the majority of the text in that document.

DISTANCE EDUCATION

Item #17 – 5 CCR §71716(a) An institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.

Item #18 – 5 CCR §71716(b) The student shall have the right to cancel the agreement and receive a full refund pursuant to section 71750 before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials.

Item #19 – 5 CCR §71716 (c)(1) An institution shall transmit all of the lessons and other materials to the student if the student: (A) has Fully paid for the educational program; and (B) after having received the first lesson and initial materials, request in writing that all of the materials be sent.

(2) If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, such as responses to student inquiries, student and faculty interaction, and evaluation and comment on lessons submitted by the student, but shall not be obligated to pay any refund after all of the lessons and material are transmitted.

Item #20 – 5 CCR §71716(d) The enrollment agreement shall disclose the institution's and student's rights and duties under this section.

CODE LISTING ON COMPLIANCE VISITATION FROM CALIFORNIA BPPE (REVISED 20 FEB 2014)

NOTE: This document is meant to assist an institution in identifying applicable statutory requirements set forth in the California Private Postsecondary Education Act of 2009, and its regulations. Statutory and regulatory requirements may change, and such changes may not be reflected in this attachment. All persons approved to operate an institution are responsible for complying with all applicable requirements, whether or not reflected here.

Item#1 – CEC §94902(a) A student shall enroll solely by means of executing an enrollment agreement. The enrollment agreement shall be signed by the student and by an authorized employee of the institution.

Item#2 – CEC §94906

(a) An enrollment agreement shall be written in language that is easily understood. If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language.

(b) If the recruitment leading to enrollment was conducted in a language other than English, the enrollment agreement, disclosures, and statements shall be in that language.

Item#3 – CEC §94907 An enrollment agreement shall not contain a provision that requires a student to invoke an internal institutional dispute procedure before enforcing any contractual or other legal rights or remedies.

Item#4 – CEC §94908 Any information or statement required by this article to be included in the catalog, School Performance Fact Sheet, or enrollment agreement shall be printed in at least the same size font as the majority of the text in that document.

CEC §94911 -The enrollment agreement shall include, at a minimum:

Item #5 – CEC §94911(a) The name of the institution and the name of the educational program, including the total number of credit hours, clock hours, or other increment required to complete the educational program.

Item#6 – CEC §94911(b) A schedule of total charges, including a list of any charges that are nonrefundable and the student's obligations to the Student Tuition Recovery Fund, clearly identified as nonrefundable charges.

Item#7 – CEC §94911 (c) In underlined capital letters on the same page of the enrollment agreement in which the student's signature is required, the total charges for the current period of attendance, the estimated total charges for the entire educational program, and the total charges the student is obligated to pay upon enrollment.

Item#8 – CEC §94911 (d) A clear and conspicuous statement that the enrollment agreement is legally binding when signed by the student and accepted by the institution.

Item#9 – CEC §94911 (e)(1) A disclosure with a clear and conspicuous caption, "STUDENT'S RIGHT TO CANCEL," under which it is explained that the student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later.

(2) The disclosure shall contain the institution's refund policy and a statement that, if the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

(3) The text shall also include a description of the procedures that a student is required to follow to cancel the enrollment agreement or withdraw from the institution and obtain a refund. Revised

Item#10 – CEC §94911(f) A statement specifying that, if the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

Item#11 – CEC §94911 g) A statement specifying that, if the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

- (1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
- (2) The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

Item#12 – CEC §94911 (h) The transferability disclosure that it is required to be included in the school catalog, as specified in paragraph (15) of subdivision (a) of section 94909.

CEC §94909

(a) Prior to enrollment, an institution shall provide a prospective student, either in writing or electronically, with a school catalog containing, at a minimum, all of the following:

(15) The following statement:

"NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION"

"The transferability of credits you earn at (name of institution) is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (insert degree, diploma, or certificate) you earn in (insert name of educational program*) is also at the complete discretion of the institution to which you may seek to transfer. If the (insert credits or degree, diploma, or 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 **(insert name of institution)** to determine if your **(insert credits or degree, diploma or certificate)** will transfer."

***If institution offers more than one educational program, only the program in which the student is enrolling must be listed.**

Item#13 – CEC §94911(i)(1) "Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement."

(2) Immediately following the statement required by paragraph (1), a line for the student to initial, including the following statement: "I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet."

Item#14 – CEC §94911 (j) The following statements:

(1) "Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, P.O. Box 980818, West Sacramento, CA 95798-0818, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or (916) 431-6959 or by fax (916) 263-1897."

(2) "A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll free or by completing a complaint form, which can be obtained on the bureau's internet web site www.bppe.ca.gov."

Item#15 – CEC §94911 (k) The following statement above the space for the student's signature: "I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me."

Item #16 – CCR §71800 In addition to the requirements of section 94911 of the CEC, an institution shall provide to each student an enrollment agreement that contains at the least the following information:

(a) The name and address of the institution and the addresses where instruction will be provided.

(b) Period covered by the enrollment agreement.

(c) Program start date and scheduled completion date.

(d) Date by which the student must exercise his or her right to cancel or withdraw, and the refund policy, including any alternative method of calculation if approved by the Bureau pursuant to section 94921 of the CEC.

(e) Itemization of all institutional charges and fees including, as applicable:

- (1) tuition;
- (2) registration fee (non-refundable);
- (3) equipment;
- (4) lab supplies or kits;
- (5) Textbooks, or other learning media;
- (6) uniforms or other special protective clothing;
- (7) in-resident housing;
- (8) tutoring;
- (9) assessment fees for transfer of credits;
- (10) fees to transfer credits;
- (11) Student Tuition Recovery Fund fee (non-refundable);
- (12) any other institutional charge or fee.

(f) Charges paid to an entity other than in institution that is specifically required for participation in the educational program.

Item #17 – CCR §71716(a) An institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.

Item #18 – CCR §71716(b) The student shall have the right to cancel the agreement and receive a full refund pursuant to section 71750 before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials.

Item #19 – CCR §71716 (c)(1) An institution shall transmit all of the lessons and other materials to the student if the student:

- (A) has fully paid for the educational program; and (B) after having received the first lesson and initial materials, request in writing that all of the material be sent.
- (2) If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, such as responses to student inquiries, student and faculty interaction, and evaluation and comment on lessons submitted by the student, but shall not be obligated to pay any refund after all of the lessons and material are transmitted.

Item #20 – CCR §71716(d) The enrollment agreement shall disclose the institution's and student's rights and duties under this section.

Item #21 – CCR §76215(a) A qualifying institution shall include the following statement on both its enrollment agreement for an educational program and its current schedule of student charges: "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."

CCR §76215(b) 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 programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education. You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the 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 this 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."

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