

ENROLLMENT AGREEMENT AND INSTALLMENT CONTRACT

AGREEMENT made this _____ day of _____, _____ between **EDUCATIONAL SERVICES & SOLUTIONS**,

hereinafter called the school and _____

Social Security #: _____ (First Name) (Middle Name) (Last Name)
Date of Birth _____ **Driver License ID** _____

Street Address: _____ **City:** _____ **CA, Zip:** _____

Phone: _____ **Name of the program*:** _____ **Effective Hrs.:** _____

Period Covered by this Enrollment Agreement:

Estimated Start Date*: _____ **Weeks:** _____ **Estimated Date of Completion:** _____ **Student ID:** _____

Class Schedule:

Start Time: _____ a.m. / p.m. **End time:** _____ a.m. / p.m. **Frequency:** M T W T F S

After having completed the educational program or service, you will receive a Diploma/Certificate of Completion.

***The start day may differ from the one written in this agreement pending instructors and classroom availability as well as the payment status. If your course starts date on schedule changes, you will be asked to sign an addendum to this agreement on the first day of classes.**

Agency: Yes _____ No _____ Name: _____	
<p>TUITION \$ _____</p> <p>STRF Fee (Non-refundable): \$ _____</p> <p>Reg Fee (Non-refundable): \$ _____</p> <p>Equipment: \$ _____</p> <p>Lab/Supplies/Kits: \$ _____</p> <p>Books/Materials: \$ _____</p> <p>Uniforms: \$ _____</p> <p>TOTAL: \$ _____</p>	<p>TOTAL, CHARGES FOR CURRENT PERIOD OF ATTENDANCES: \$ _____</p> <p>Initial Payments: \$ _____</p> <p>Books/Materials: \$ _____</p> <p>TOTAL, CHARGES STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$ _____</p> <p style="text-align: center;">ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM</p>

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 1747 N Market Blvd., Suite 225, Sacramento CA 95834 www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897. This agreement is legally binding when it is signed by the student and accepted by a school official. Upon signing this agreement, the student acknowledges that he/she has read the entire agreement and understands their rights, responsibilities, and the school's cancellation and refund policy.

Students Signature: _____ Date: ____/____/____

Co-Buyer Signature: _____ Date: ____/____/____

College Representative: _____ Date: ____/____/____

College Official: _____ Date: ____/____/____

STUDENT'S RIGHT TO CANCEL

You, as a student, have the right to cancel this Agreement and obtain a refund of any payments you have made or a refund to the paying entity, including any kind of material purchased to the program mentioned in this agreement through the attendance of the first-class session, or the seventh day after enrollment, whichever is later. The refund will be remitted by mail to the student or the paying entity, if applicable. Cancellation shall occur when you provide written notice of cancellation to the institution shown in this agreement. You can do this by mail, email, by fax or hand delivery. The written notice of cancellation, if sent by mail, is effective when postmarked and properly addressed with postage prepaid to **Educational Services and Solutions, 1901 E Lambert Rd, Suite 112 La Habra, CA 90631**

The date by which you may exercise your right to cancel or withdraw and obtain a refund is ___/ ___/ _____

WITHDRAWAL POLICY

Refund Policy – Student has the right to withdrawal from the school at anytime

Students have the right to cancel the enrollment agreement and obtain a refund of charges paid for attendance at the first-class session, or the seventh day after enrollment, whichever is later. Cancellation occurs when a written notice of cancellation is delivered to the college campus. Students may deliver a notice by mail, email, in person or by fax. The notice of cancellation, if mailed, is effective when postmarked, properly addressed with postage prepaid. The notice does not have to be in any specific format; it only needs to state the intention or desire to cancel. Any refunds owed to a student due to cancellation will be reimbursed to the student or the paying entity within 45 days after the notice is received.

Pro-Rata Refund Model

Educational Services & Solutions provides a full Pro-rata refund policy if a student decides to cancel the enrollment agreement or withdraws during a period of attendance and has completed 60% or less of the program term. The pro-rata refund shall be no less than the total amount owed by the student for the portion of the course provided, subtracted from the amount paid by the student or the paying entity, calculated as follows:

1. The amount owed equals the daily charge for program instruction (a total institutional charge, divided by the number of days or hours in the program) multiplied by the number of days or hours students attended or was scheduled to attend, prior to withdrawal.
2. Except as provided for in subdivision 3, all amounts paid for by the student over what is owed as calculated in subdivision 1 shall be refunded.
3. Except as provided herein, all amounts that the student or the paying entity has paid shall be subject to a refund excluding the amount of the registration fee, the Student Tuition Recovery Fee, and any unreturned/used books, supplies or equipment. This non-refundable amount shall not total more than \$575.00. Books, supplies, and equipment are considered non-refundable once they have been opened or used.

If the student withdraws after attending more than 60% of their study program, Educational Services & Solutions may retain 100% of the tuition charges.

If the school is in the process of any transmittal on the student's behalf such as fees, licenses, applications, examinations among others and it has collected money from the student for this, but has not paid the money a third party at the time of the student's withdrawal or cancellation, the institution will refund the money to the student within 45 days after the date of the student's completion of, or withdrawal from, their educational program in which they were enrolled. For purposes of this section "day" means calendar day.

IF THE AMOUNT THAT YOU HAVE PAID IS MORE THAN THE AMOUNT THAT YOU OWED FOR THE TIME YOU ATTENDED, THEN A FULL REFUND WILL BE MADE WITHIN 45 DAYS OF WITHDRAWAL DATE. IF THE AMOUNT THAT YOU OWE IS MORE THAN THE AMOUNT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY FOR IT.

Books and Equipment

If the college has provided students with any books and/or equipment, they must be returned in unused condition to the college within 30 days following the date of cancellation or withdrawal. If the equipment has been used or is not returned within the next 30 days, the college may retain a portion of the payment paid by the student or the paying entity as per the pro-rata refund policy equivalent to the cost of the material. If the student must pay for any equipment, once it is paid for, it is the student to keep without any further obligation. Books and Equipment also include the following items:

- Information Technology equipment.
- Kits for specific purposes
- Textbooks or learning media
- Special clothing such as uniforms.

The school will refund any credit balance on the student's account within 45 days after the date of the student's completion of, or withdrawal from, their educational program in which they were enrolled. For purposes of this section "day" means calendar day.

Students Signature: _____

Date: ____/____/____

DISTANCE EDUCATION REFUND/RIGHT TO CANCEL POLICY (71716)

For distance educational programs where the instruction is not offered in real-time, students have the right to cancel the enrollment agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date written notice is sent. Educational Services & Solutions shall make the refund pursuant to section 71750 of the Regulations. If the institution sent the first lesson before an effective cancellation notice was received, Educational Services & Solutions shall refund any credit balance within 45 days after the student returns any materials.

DISTANCE EDUCATION DISCLOSURE

For institutions offering a distance education program where the instruction is not offered in real-time, the enrollment agreement shall disclose that 1) Educational Services & Solutions shall transmit all lessons and materials to the student if the student has fully paid for the educational program and, after having received the first lesson and initial materials, requests 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 review/feedback on completed assignments submitted by the student, but shall not be obligated to pay any refund after all of the lesson and materials are transmitted.

STUDENT TUITION RECOVERY FUND

The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in an educational program at a qualifying institution, who is or was a California resident while enrolled or was enrolled in a residency program if the student enrolled in the institution, prepaid tuition, and suffered economic loss.

Effective April 1, 2024, the STRF assessment rate is zero dollars (\$0.00) per one thousand dollars (\$1,000) of institutional charges. While the STRF assessment is currently set at zero, institutions are required to maintain STRF disclosures, complete STRF Assessment Reporting Forms and maintain records for all STRF-eligible Students.

You are not eligible for protection from STRF, and you are not required to pay the STRF assessment if you are not a California Resident or are not enrolled in a California residency program. It is important that you keep copies of your enrollment agreement, financial aid documents, receipts or any other information that documents the amount paid to the school. Question regarding the Student Tuition Recovery Fund may be direct to:

Bureau for Private Postsecondary Education
Department of Consumer Affairs
1747 N Market Blvd., Suite 225
Sacramento CA 95834 www.bppe.ca.gov
(916) 574-8900 or (888) 370-7589

To be entitled to protection from the STRF, you must be a California resident or are registered in a residency program, prepaid tuition, paid or considered to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at the institution or a location of the institution within the 120-day period before the closure of the institution or location of the institution or were enrolled in an educational program within the 120-day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or the location of the institution, in an educational program offered by the institution, as to which the Bureau determined there was a significant decline in the quality of value of the program more than 120 before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary awards by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non-collection may, at any time, file a written application for recovery of STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.

Students Signature: _____

Date: ____/____/____

TRANSFER OF STUDENTS BETWEEN PROGRAMS & FROM OTHER INSTITUTION

Educational Services & Solutions does not offer degree programs or accept transfer students, therefore no credit for prior training or education can be granted.

GENERAL TERMS

The school reserves the right to postpone scheduled start dates. Students will be informed of agreed starting and end dates within seven (7) business days of the change.

Educational Services & Solutions has the right to reject any applicant for admissions which does not meet the requirements for the course selected.

A student's enrollment will be finished if the school's rules and regulations are broken or violated in any way (as stated in the catalog). The student will be required to pay the tuition up to his/her last date of attendance.

The student hereby releases, holds harmless and indemnifies the College and or its agent from and against all liabilities and other expenses which may be imposed upon, incurred by or asserted against it or them by any reason of bodily injury or property damage, which the student may suffer from any cause while a student of the college. This agreement

constitutes the complete contract between the college and the student, and no verbal statements or promises will be recognized.

Any controversy, dispute or claim, which is not settled through mediation, arising out of or relating to this agreement, or breach thereof, not addressed by California Law or Regulation, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitration Association and/or by the Arbitrator(s) may be entered in any court having jurisdiction, except for non-payment of tuition and fees which shall be settled through a small claims court action.

I understand that all fees must be current before the student can begin or continue attendance or receive any College services. All financial obligations to the College must be discharged before grade, transcripts, etc. can be issued.

In consideration of the acceptance of this Reservation and Enrollment Agreement by Educational Services and Solutions, the undersigned agrees to pay the required fees and to accept the terms and conditions specified in the attached Schedule (unless full tuition and fees are to be paid by Insurance Carrier, or a third party, the below signed student will not be obligated or liable for any tuition and fees.)

Tuition and fees are due on the first day of starting each program unless advance arrangements are made. Debts that are not paid on the due date (per attached schedule) will be subject to a late fee per occurrence and an increased rate of 10% per year on the unpaid balance. The college has the right to refuse service to any student with an outstanding balance or one who has left matriculation with financial obligation unclear. If the tuition is not paid after 90 days from the due date, the account will be turned over to a collection agency.

The college has the right to reserve transcripts for nonpayment of tuition or not allow the student to participate in school ceremony or graduation.

I understand the Educational Services & Solutions fees do not include medical payments or services. The financial and legal responsibility for medical attention rests with the student, parent, or guardian. I understand all costs of student supplies are borne by the student, parent or guardian and will remain the property of the student.

I understand Education Services and Solutions makes reasonable efforts to provide a safe and protected environment, including but not limited to making arrangements for transportation, food, lodging, recreation, sightseeing, and other services in connection with all trips programmed for students. I acknowledge the College does not assume any liability nor shall it be liable for any injury, damage, loss, accident or delay for any reason other than its own gross negligence with regard to the foregoing. Therefore, I hereby waive and release any and all claims against the College, its faculty and staff, their successors, assigns and legal representatives for any injury, loss, accident, damage, delay, or expenses for any and all injuries suffered by me/us arising out of the foregoing.

Educational Services & Solutions reserves the right to change or modify the program contents, equipment, staff or materials, as it deems necessary. Such changes may be necessary to keep pace with technological advances and to improve teaching methods or procedures. In no event will any such changes diminish the competency or content of any program or result in additional charges to the student. Tuition changes in programs apply to all who enroll thereafter.

I agree that the school reserves the right to postpone training in the event of Acts of God, labor disputes, equipment failure, etc. students will be notified. The College reserves the right to dismiss the student for the violation of student conduct policy or failure to remove himself or herself from academic, attendance, or student conduct probation.

I agree that the College may use a student's picture, statements, and name for news items, advertising and publicity for the college.

Students Signature: _____

Date: ____/____/____

GENERAL TERMS, CONT'D

Educational Services & Solutions will make the best effort to help assist students in job placement, but **no guarantee of employment can be made based upon state law.**

I recognize the units in the diploma/certificate of completion that I will earn in Educational Services & Solutions will possibly not be transferable to any other college or university.

Educational Services & Solutions reserves the right to change class schedules, revise or remove programs, or make any changes in training-related matters at any time, with timely notice to students. The school reserves the right to change or eliminate classes when the number of students scheduled to start is not adequate to justify the continuation of the class, or when weather conditions prohibit it. Students who are unable to complete their program of study due to the school's cancellation or discontinuance of the program will receive a refund proportionally to what has been completed.

LEAVE OF ABSENCE

A leave of absence may be requested in writing from the College. The College may grant multiple leaves of absence within a 12-month period. If a student does not return when scheduled, he or she may be terminated, and their last day of actual attendance will be used for refund purposes.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at Educational Services & Solutions is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma/certificate of completion and that you earn in _____ (name of the program) is also at the complete discretion of the institution to which you may seek to transfer. If the credits 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 Educational Services & Solutions to determine if your credits will transfer.

WHAT YOU SHOULD KNOW ABOUT OUR STATE APPROVAL

Educational Services & Solutions is a private institution that has been granted approval to operate by the State of California Bureau for Private Postsecondary Education (BPPE). Approval to operate means that Educational Services & Solutions complies with the state standards set forth in section 94897 of the California Education Code. Proof of institutional approval may be reviewed in the office of the School Director during normal business hours. 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 1747 N Market Blvd., Suite 225, Sacramento, CA 95834 www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

REQUIREMENT FOR GRADUATION

Students who have completed a program and achieved at least a "D" grade, will receive a diploma/certificate of completion upon completion of all requirements. In order to graduate and get a diploma/certificate of completion, students must have taken care of all financial, academic, and other duties to the school. The term of completion for a student's training program cannot be more than one-and-a-half times the length of their program.

LANGUAGE OF ENROLLMENT AGREEMENT

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. 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.

Students Signature: _____

Date: ____/____/____

NOTICE OF STUDENT

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

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.

_____ **Student's 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 School Performance Fact Sheet.

The following is a summary of your tuition fees and charges.

- | | |
|---|----------------------|
| (1) <u>THE TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE</u> | <input type="text"/> |
| (2) <u>THE ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM</u> | <input type="text"/> |
| (3) <u>TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT</u> | <input type="text"/> |

"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."

Printed Name of Student: _____ Date: ____/____/____

Student Signature: _____ Date: ____/____/____

Signature of Official/Title: _____ Date: ____/____/____