



# ENROLLMENT AGREEMENT

(College address and location where instruction will be provided.)

Student Name \_\_\_\_\_ Student Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_

Student Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Student Phone Number \_\_\_\_\_

Student Cell Number \_\_\_\_\_ Student Email Address \_\_\_\_\_

### PROGRAM/COURSE ENROLLMENT

You (also referred to as the "Student") are hereby enrolling in the UEI College ("School") program of study indicated below (the "Program"). Your enrollment in the Program is governed by the terms and provisions of this enrollment agreement.

Program and Document Awarded: \_\_\_\_\_

Number of Clock Hours: \_\_\_\_\_

Number of Academic Units: \_\_\_\_\_

Number of Weeks: \_\_\_\_\_

Program Start Date: \_\_\_\_\_

Scheduled Program Completion Date: \_\_\_\_\_

Period Covered by Enrollment Agreement:

Start Date \_\_\_\_\_ End Date: \_\_\_\_\_

Projected Class Schedule/Hours: \_\_\_\_\_

### Payment Method

Cash  Check  Money Order  Credit Card  Other

### Payment Agreement

You agree to pay the School, on or before the first day of class (the due date), the total Balance Due indicated above. If you are unable to pay the School the above Balance Due by the due date, the School may agree in writing to a different payment arrangement

\*You are responsible for this amount. This amount includes tuition, books, and uniforms, and other program materials. Tuition payment arrangements can be made by applying for grants, scholarships, third party funding and loans. If you get a loan, you are responsible for repaying the loan in full plus any interest, less the amount of any refund.

**PROOF OF HIGH SCHOOL GRADUATION.** Verification by UEI of your high school graduation status is made in connection with laws affecting eligibility for federal student aid programs, including programs authorized under Title IV of the Higher Education Act of 1965, as amended (HEA). If you certify that you graduated from high school, have obtained a GED diploma or hold a higher degree, you are required to provide proof (e.g. official high school transcript or diploma from an accredited high school). The documents that you submit as proof for this requirement shall be official copies; UEI reserves the right to verify and reject any form of proof at its sole discretion.

- I hereby certify that I graduated from high school, completed a GED program, or completed a higher degree.
- I did not graduate or am unable to provide proof to verify that I graduated from high school, completed a GED program, or completed a higher degree.
  - I am an Ability to Benefit (ATB) student under the ATB Grandfathering criteria
  - I am an Ability to Benefit (ATB) student under the Eligible Career Pathway Program (ECP)

I understand that my enrollment at UEI College will be automatically cancelled on the commencement of classes in the Program I enrolled in if I do not provide acceptable documentation to the School to verify my statement above. Similarly, if I provide false or misleading information or verification of acceptable documentation cannot be obtained by UEI, my enrollment at UEI College will be cancelled on the commencement of classes. I will receive a refund for all monies paid within thirty (30) days after the cancellation date except for the nonrefundable Registration Fee.

\_\_\_\_\_  
Student Signature Date

THIS AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY ME AND ACCEPTED BY THE SCHOOL. I HAVE RECEIVED AND READ A COPY OF THE CURRENT SCHOOL CATALOG (REVISION DATE\_\_\_\_) AND PERFORMANCE FACT SHEET PRIOR TO ENROLLMENT\_\_\_\_ (STUDENT INITIALS). I HAVE RECEIVED, READ AND UNDERSTOOD THIS ENROLLMENT AGREEMENT AND I AGREE TO ABIDE BY THE SCHOOL'S RULES AND REGULATIONS AS STATED IN THE SCHOOL CATALOG.

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.

\_\_\_\_\_  
Student Signature Date Signature of Parent or Legal Guardian Date

**Co-signer obligation for minors:** If student is under 18 years of age, a parent or guardian must sign this Agreement as financial sponsor, and such signature will bind such persons to all the terms hereof, upon acceptance by the School.

ACCEPTANCE: This enrollment Agreement is hereby accepted by the School: UEI College

\_\_\_\_\_  
Signature of the School Official Date

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE STUDENT AND THE SCHOOL OFFICIAL. BE SURE TO READ ALL PAGES OF THIS AGREEMENT AS THEY FORM AN IMPORTANT PART OF YOUR CONTRACT WITH THE SCHOOL.

## **STUDENT TUITION RECOVERY FUND**

A non-refundable fee of \$0.00 for every \$1,000 tuition dollars, rounded to the nearest \$1,000.

### **Student Tuition Recovery Fund Disclosure**

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 the protection from 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.

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 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.

### **STUDENT'S RIGHT TO CANCEL**

The student applicant has the right to cancel the enrollment agreement until midnight of the seventh day after the day on which the applicant takes any of the actions indicated in items (a) (i) below. Students may use any means to notify the school. If the Notice of Cancellation is received by mail, it is effective when deposited in the mail properly addressed with postage prepaid.

(a) The applicant will be returned all monies paid (with the exception of the Registration Fee) if:

(i) The applicant cancels the enrollment agreement within seven (7) days after the latter of:

1. The first day of class of the program of instruction; or
2. The date the applicant received a copy of notice of cancellation; or
3. The date the applicant received a copy of the enrollment agreement

(ii) The school does not accept the applicant

(iii) The school cancels the program

(iv) The applicant does not attend the first class day

(v) The school cancels the enrollment agreement within seven (7) days after the first class day of the program of instruction.

(b) All monies paid (with the exception of the Registration Fee) will be returned within thirty (30) days after the school receives the applicant's Notice of Cancellation; or if the school cancels this agreement within thirty (30) days after the school's cancellation date.

All new and re-entry students have the right to cancel the enrollment agreement until midnight of the seventh (7) calendar day after the first calendar day of the first module of the program of instruction. A cancellation determination will be made by the institution for new and re-entry students on or before midnight of the fourteenth (14) calendar day after the first calendar day of the first module of the program of instruction (for re-entry students, it is the first module in which the student is enrolled upon returning to school) based on the following criteria:

1. Absent for 50% or more of the total hours scheduled during the first fourteen (14) calendar days (tardiness and leaving class early will be included in the absence calculation).
2. An Eligible Career Pathway Program (ECP) student who does not log-in to the Adult Education program.
3. Violation of the Student Code of Conduct.
4. Unable to obtain proof of high school graduation or equivalent.
5. Incomplete arrangements to fulfill financial obligations.

Note: Cancellations will result in all charges being reversed with the exception of the registration fee which is non-refundable. The registration fee will be returned to all students who cancel their enrollment within three (3) business days from the date the enrollment agreement was signed at the following locations: Bakersfield, Fresno, Gardena and Riverside.

## **INSTITUTIONAL REFUND POLICY**

You have the right to withdraw from a course of instruction at any time. The institution has the right to withdraw a student after the cancellation period for the following reasons:

1. Not meeting minimum attendance requirements.
2. Not meeting minimum Satisfactory Academic Progress
3. Violation of the Student Code of Conduct.
4. Not returning from Leave of Absence
5. Not having been placed on an externship site within 14 days of attending the last class.
6. An Eligible Career Pathway Program (ECP) student who does not log-in to the Adult Education program.

The Institutional Refund Policy is used to determine the amount of tuition to be refunded to a Student who withdraws or is terminated after the first day of class. Refunds are computed from the first date of entrance (commencement of training) to the last date of actual attendance as determined by official attendance records.

When a student withdraws, the institution prorates tuition charges up to 75% of the period of enrollment based on the formula outlined below. For students who withdraw after attempting 75% of the period of enrollment, the institution will retain 100% of the tuition charges for that period of enrollment. This means that the student will be responsible for 100% of the tuition charges for the enrollment period. The calculation to determine the percentage of tuition to be refunded to the student is as follows:

Scheduled hours in period of enrollment up to student's LDA  
\_\_\_\_\_ = Percentage of period of  
Total hours in the period of enrollment attempted  
enrollment

If percentage of period of enrollment attempted is 75% or more, then 100% of tuition will be retained by the institution. If the percentage is less than 75%, then the following calculation will be applied:

Tuition X Percentage of period enrollment attempted = Tuition Retained by Institution

IF THE AMOUNT THAT YOU 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 DATE THE INSTITUTION DETERMINES THAT YOU WITHDREW. IF THE AMOUNT YOU ARE CHARGED IS MORE THAN THE

AMOUNT THAT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGMENTS TO PAY THE DIFFERENCE.

If any portion of your tuition was paid from the proceeds of a loan, then the refund will be sent to the lender or the agency that guaranteed the loan, if any. Any remaining unearned funds received from the federal financial aid program will be returned to the federal financial aid program, and any remaining balance paid to you.

Information regarding any applicable non-Title IV third party funding agency refund or return of funds policies (e.g., Veterans Administration, WIA, etc.) may be obtained by contacting the Director of Student Finance at your campus location.

**RETURN OF TITLE IV FUNDS**

The U.S. Department of Education maintains a "return of Title IV Funds" policy for students who receive Federal financial aid and withdraw from school before completing sixty percent (60%) of the payment period or period enrollment. This policy is separate from the state-approved institutional tuition refund policy described above. The federal policy defines the proportion of Title IV funds that the student is qualified to receive.

The federal policy for "return of title IV Funds" defines that a student who has attended up through the sixty percent (60%) point in each payment period/period of enrollment has fully earned the Title IV funds for the payment period/period of enrollment. For a student who has attended less than the sixty-one percent (61%) point, the percentage of the Title IV funds earned is calculated by the following ratio:

Number of calendar days elapsed* from start	
Date of the payment period to the last dates attended	Percentage of = Title IV Funds Earned**
<hr/>	
Number of calendar days in payment period/ period of enrollment	

This ratio is multiplied by the federal financial aid disbursed plus the amount that could have been disbursed to equal the Title IV funds earned. Total disbursed minus earned equals the federal funds that must be returned to the funding program

\*Presuming the student attended sixty (60%) percent of all scheduled classes. If the student attended less than sixty (60%) percent of all scheduled classes, "elapsed time" is not applied, actual hours are applied.

\*\* Rounded to the nearest whole number

To comply with the Higher Education Reconciliation Act of 2005, the institution will return unearned federal student aid funds for which it is responsible no later than 45 days after the date the institution determines that the student has withdrawn from school.

**Order of Refund**

The school will calculate the amount of financial aid earned up to the last date of attendance using a formula mandated by the U.S. Department of Education. If the amount of Federal Financial Aid Funds received is more than the amount of the aid earned, the difference must be returned to the appropriate "Title IV" program in the following order:

1. Direct Unsubsidized Loan
2. Direct Subsidized Loan
3. Direct Plus Loan
4. Federal Pell Grant
5. Federal SEOG Grant
6. Other "Title IV" loan or grant assistance

**Student Signature**

**Date**

**BPPE**

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 Website [www.bppe.ca.gov](http://www.bppe.ca.gov).

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](http://www.bppe.ca.gov), toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

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.

**GENERAL TERMS**

1. UEI College is a non-public private institution. If you are eligible for a loan guaranteed or reinsured by the state or federal government and you default on the loan:
  - a) The federal or state government or the loan guarantee agency may take action against you, including applying any income tax refund to which you are entitled to reduce the balance owed on the loan, and
  - b) You may not be eligible for any other financial assistance for education at a different school or for government housing assistance until the loan is repaid.
2. Placement assistance will be provided. However, no school can ethically promise or guarantee employment to any student or graduate.
3. Tuition charges are payable in full at the start of class, unless other arrangements have been made. Unpaid tuition balances at the time of graduation or termination from the program are subject to interest and collection fees. Past due balances may accrue penalty and additional collection and handling charges.
4. The School reserves the right to withdraw or cancel a scheduled course if the registration is insufficient to make up a class. When size and curriculum permit, classes may be combined to provide meaningful instruction and training and contribute to the level of interaction among students. If a student or the School needs to delay the scheduled start date, the student's current enrollment would be canceled and would receive a refund, be offered the ability to start in the next available module and would sign a new enrollment agreement.
5. The School reserves the right to change or modify, without notification, the program content, equipment, staff, or materials and organization as it deems necessary, with approval of the School's accreditation/licensing agencies. Such changes may be required to keep pace with technological advances and to improve teaching methods or procedures. In no event will the changes diminish the competency or content of any program or result in tuition changes for currently enrolled students.
6. RECOGNIZING THAT THERE ARE CERTAIN RISKS AND BENEFITS IN ENTERING INTO THIS AGREEMENT, STUDENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE SCHOOL TO STUDENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS OR EXPENSES FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF SCHOOL TO STUDENT SHALL NOT EXCEED STUDENT'S **TOTAL COST FOR THE ENTIRE PROGRAM SET FORTH ON PAGE 1**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. \_\_\_\_\_(STUDENT INITIALS)
7. You hereby release, hold harmless and indemnify the School and its agents, 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 you may suffer from any cause while a student of the School.
8. You hereby authorize the School to request credit information about you from credit bureaus and consumer credit agencies for the purpose of obtaining any student loan and/or tuition financing.
9. The Diploma will be issued after the completion of the entire program and all tuition and fees are paid in full.
10. You are responsible for and will be charged for any equipment or materials that you receive in connection with your instruction that are not returned in good condition (allowing for reasonable wear and tear) within 30 days following the date of your withdrawal. This applies to any equipment or materials for which the School has specified a separate charge in this agreement; you will not be charged for equipment and materials that are not stated in this agreement. The School may offset any refund that it owes to you, by the amount you owe the School for the equipment and materials. You are liable for the amount the School has charged in the contract. In any event, you will never be charged more than the equipment charges stated in the

contract. For a list of these charges, see the front page of this contract, and the amount.

11. This agreement constitutes the complete contract between the School and the Student, and no verbal statements or promises made before the execution of this agreement will be recognized. If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, sub-paragraph, provision, or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision, or clause, and thus is severable one from the other.

12. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION.** The transferability of credits you earn at UEI College is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in your program is also at the complete discretion of the institution to which you may seek to transfer. If the credits or diploma 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 UEI College to determine if your credits or diploma will transfer. \_\_\_\_\_(STUDENT INITIALS)

13. Limited English Speakers: 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. \_\_\_\_\_(STUDENT INITIALS)

14. **Ability to Benefit (ATB) Grandfathering** student must take and pass a nationally standardized test and must meet one (1) of the following two circumstances: (1) A student who successfully completed either six (6) credit units or 225 clock hours in a Title IV eligible program at a Title IV institution prior to July 1, 2012; or (2) A student who attended or enrolled in a eligible program at any Title IV institution.

15. **Ability to Benefit (ATB) Eligible Career Pathway Program (ECP)** student must (1) take and pass a nationally standardized test; and (2) be concurrently enrolled in a connected adult education and eligible postsecondary program.

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL**

1. Any dispute I may bring against UEI College, or any of its parents, subsidiaries, officers, directors, or employees, without limitation, or which the College may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration, pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (“AAA”), under its Supplementary Rules for Consumer Related Disputes (“Consumer Rules”), and decided by a single arbitrator. Any dispute over the interpretation, enforceability or scope of this Arbitration Agreement shall be decided by the Arbitrator, and not by a Court.

\_\_\_\_\_(STUDENT INITIALS)

2. Both the College and I explicitly waive any right I may have to a jury trial. I understand that the decision of the arbitrator will be binding, and not merely advisory. The award of the arbitrator may be entered as a judgment in any court having jurisdiction. \_\_\_\_\_(STUDENT INITIALS)

3. Neither the College nor I shall file any lawsuit against the other in any court and agree that any suit filed in violation of this provision shall be promptly dismissed by the court in favor of arbitration. Both the College and I agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration. \_\_\_\_\_(STUDENT INITIALS)

4. I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. \_\_\_\_\_(STUDENT INITIALS)

5. Any remedy available from a court under the law shall be available in the arbitration. \_\_\_\_\_(STUDENT INITIALS)

6. The costs of the arbitration filing fee, arbitrator’s compensation, and facilities fees that exceed the applicable court filing fee will be paid by the College. \_\_\_\_\_(STUDENT INITIALS)

7. To the extent I have outstanding federal student loan obligations incurred in connection with my enrollment at UEI College, any arbitration award providing monetary damages shall direct that those damages be first paid toward my student loan obligations. \_\_\_\_\_(STUDENT INITIALS)

8. I may, but need not, be represented by an attorney at arbitration. \_\_\_\_\_(STUDENT INITIALS)

9. Except as specifically required by the laws of the State of California, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives and AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined. \_\_\_\_\_(STUDENT INITIALS)

10. I understand that the information about the AAA arbitration process and the Consumer Rules also can be obtained at www.adr.org or 1-800-778-7879. I shall disclose this document to the AAA if I file an arbitration. \_\_\_\_\_(STUDENT INITIALS)

11. If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, sub-paragraph, provision, or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision, or clause, and thus is severable one from the other.

I HAVE HAD AN OPPORTUNITY TO FULLY READ AND UNDERSTAND THIS ENTIRE AGREEMENT. BY MY INITIALS ABOVE AND MY SIGNATURE BELOW, I CERTIFY, THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

\_\_\_\_\_  
Student Signature Date: \_\_\_\_\_

\_\_\_\_\_  
School Official Date: \_\_\_\_\_

**SCHOOL PERFORMANCE FACT SHEET**

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, prior to signing this agreement.

\_\_\_\_\_(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, 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.

\_\_\_\_\_  
Student Signature Date: \_\_\_\_\_