

CAREER DEVELOPMENT INSTITUTE LLC

ENROLLMENT AGREEMENT

1335 N. Plaza Drive, Visalia, CA 93291 | (559) 651-1425 | www.cdvisalia.com

PLEASE PRINT OR TYPE

New Student

Re-Entry Student

Applicant Legal Name _____

(First)

(Middle)

(Last)

Social Security # _____ - _____ - _____

Date of Birth _____ - _____ - _____

Driver's License / ID No. _____

Home Telephone: (____) _____ - _____

Cell: (____) _____ - _____

Date of Injury (IA) _____ - _____ - _____

Address _____

City _____

State _____

Zip _____

E-Mail _____

Fax No. _____

A. EDUCATIONAL SERVICE

Program: _____

Total Quarter Credit Hours / Clock Hours: _____ / _____

Enrollment Agreement Period: _____ Start Date: _____

Scheduled Completion Date: _____

Approximate No. of Weeks: _____

Hours are from: _____ to: _____ on the following days of the week: Mon Tues Wed Thurs Fri Sat Sun

B. ITEMIZATION & TOTAL TUITION FEES

Registration Fee

\$ _____

Non-Refundable

Books

\$ _____

Textbooks prices fluctuate depending on recent book editions and pricing changes by publishers.

Materials & Certifications

\$ _____

Certifications are \$50 to \$100 per certification

Internet

\$ _____

Student Tuition Recovery Fund Fee

\$ _____

Non-Refundable (\$2.50 for every \$1,000 rounded to the nearest \$1,000)

Tuition

\$ _____

Prorated upon withdrawal. Refer to refund policy provision within this Agreement.

ESTIMATED DUE FOR THE ENTIRE PROGRAM

\$ _____

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE

\$ _____

CHARGES DUE UPON ENROLLMENT

\$ _____

***YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.**

Additional Fees, as applicable: Transcript Fee: \$5, Return Check Fee: \$35, Bus Tokens \$1.00 per token

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN. WITH MY SIGNATURE, I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE SCHOOL CATALOG, AND A SCHOOL PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

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.

X

Signature of Student

Date

Signature of Student's Parent or Guardian (if the student is under age 18)

Date

Signature and Title of School Official Accepting Enrollment

Date

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

Revision Date: October 27, 2022

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C. PAYMENT

STUDENT AGREES TO PAY THE ABOVE SPECIFIED FEES AS FOLLOWS:

<input type="checkbox"/>	Cash	\$ _____		
<input type="checkbox"/>	Credit Card	\$ _____	Credit Card Number: _____	Exp. Date: _____
<input type="checkbox"/>	Sponsor	\$ _____	Sponsor Name: _____	
<input type="checkbox"/>	Check	\$ _____	Check Number: _____	
<input type="checkbox"/>	Student Loan	\$ _____	Third Party Lending Institution: _____	
BALANCE DUE		\$ _____		

Timing of Payments: Your first monthly payment will be due on _____. Thereafter, each monthly payment will be due on the same day of the month as your first monthly payment.

Consumer Loan Agreements: **Career Development Institute LLC** does not loan students funds to attend school. Students may voluntarily choose a Third-Party Private Lending Institution to receive a loan to pay for the cost of A.C.B.S. programs. The third-party lender is responsible for providing all disclosures to students according to the Truth in Lending Act of Title 15 of the United States Code.

D. REFUND POLICY

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first-class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro-rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: _____
Date

2. Cancellation may occur when the student provides a written cancellation notice at the following address: CAREER DEVELOPMENT INSTITUTE LLC, 1335 N. Plaza Dr., Visalia, CA 93291. This can be done by mail or by hand delivery.
3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail and properly addressed with proper postage.
4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is canceled, the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro-rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00 and less any deduction for equipment not returned in good condition within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned, and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress, failure to abide by the rules and regulations of the institution, absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the school.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge minus non-refundable fees, divided by the number of days in the program) multiplied by the number of days scheduled to attend, prior to withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

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E. UNDERSTANDINGS

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1. **Catalog:** Information about CAREER DEVELOPMENT INSTITUTE LLC is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. CAREER DEVELOPMENT INSTITUTE LLC reserves the right to change any catalog provision at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or another written format. Students are expected to read and be familiar with the information contained in the school catalog, any revisions, supplements, and addenda to the catalog, and with all school policies. By enrolling in CAREER DEVELOPMENT INSTITUTE LLC, the Student agrees to abide by the terms stated in the catalog and all school policies.
2. All instruction takes place at 1335 N. Plaza Drive, Visalia, CA 93291.
3. I understand that I will be awarded a Certificate when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.
4. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at CAREER DEVELOPMENT INSTITUTE LLC is at the complete discretion of the institution to which you may seek to transfer. Acceptance of the certificate you earn in _____ program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution is 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 CAREER DEVELOPMENT INSTITUTE LLC to determine if your will transfer.
5. **Placement Assistance:** Placement assistance is provided. However, it is understood that the school does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.
6. **Limited English Speakers: The College Enrollment Agreement is in English. 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.**
7. **Non-Discrimination Policy Statement:** Career Development Institute LLC recognizes its obligation to provide overall program and physical accessibility throughout the Institution for persons with disabilities. If you believe that programs and services are not accessible, contact Hector Cartagena, Chief Executive Office, at (559) 651-1425. Inquiries regarding Federal laws and regulations concerning non-discrimination in education or the district compliance with those provisions may also be directed to The Director, Civil Rights Center (CRC), U.S Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, D.C. 20210.
8. **Questions:** 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:
Address: 1747 N. Market Blvd. Ste 225 Sacramento, CA 95834
P.O Box 980818, West Sacramento, CA 95798-0818,
Website Address: www.bppe.ca.gov
Telephone number: (888) 370-7589 or by fax (916) 263-1897
(916) 574-8900 or by fax (916) 263-1897

A student or any member of the public may file a complaint about this institution with 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.

9. **Financing:** The Student understands that if a separate party is financing his/her education, the student, and the student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.
10. **Loan:** If a student obtains a loan or receives financial aid 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, and that, if the student has received federal student financial aid funds, the student is entitled to a refund of the money's not paid from federal student financial aid program funds. If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both 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.
11. **APPROVAL DISCLOSURE STATEMENT:** What You Should Know About Our Pending Application for State Approval. This institution's application for approval to operate has not yet been reviewed by the Bureau for Private Postsecondary Education. For more information, call the Bureau for Private Postsecondary Education at (916) 574-7720, or toll-free at (888) 370-7589, or visit its website at www.bppe.ca.gov.
12. **Student Tuition Recovery Fund Payment:**

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The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student 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 an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if 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. You are not eligible for protection from the STRF, and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a 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. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 N. Market Blvd. Ste 225 Sacramento, CA 95834 P.O. Box 980818, West Sacramento, CA 95798-0818 (888) 370-7589, (916) 574-8900 or by fax (916) 263-1897.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed 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 an 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 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 or value of the program more than 120 days 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 award 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 noncollection may, at any time, file a written application for recovery from 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.

Distance Educational Program

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

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

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.

5 CCR §71716(d) The enrollment agreement shall disclose the institutions and student's rights and duties under this section

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF INSTRUCTION ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS SCHOOL, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

.....
"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."

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"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."