

Enrollment Agreement

Student Name: _____ Social Security # _____
Address: _____ Drivers License # _____
Telephone: _____ Email: _____

Tractor & Trailer Driver Course: Clock Hours: 160
(Classroom Instruction is provided at 16934 Smoke Tree St., Hesperia, CA 92345)

Program start date: ____/____/____ Scheduled completion date: ____/____/____
From ____ am/pm to ____ am/pm: M T W TH F S (circle days)
Period Covered by the Enrollment Agreement ____/____/____ to ____/____/____
Date by Which Student Must Cancel the enrollment agreement ____/____/____

This enrollment agreement is a legally binding instrument when signed by the student and accepted by the school.

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, or the seventh day after enrollment, whichever is later. A notice of cancellation for the current term or from the school shall be in writing and submitted to the school administrative office. Cancellation is effective on the date written notice of cancellation is sent to the school administrative office at 16934 Smoke Tree St. Hesperia, CA 92345 or by email to admin@skywaytruckingschool.com. 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.

A withdrawal for the current term or from the school may be effectuated by the student's written notice or by the student's conduct, including, but not necessarily limited to, a student's lack of attendance. The institution shall refund 100 percent of the amount paid for institutional charges, less a reasonable registration fee.

The institution shall issue a refund for unearned institutional charges if the student cancels an enrollment agreement or withdraws during a period of attendance. The refund policy for students who have completed 60 percent or less of the period of attendance shall be a pro rata refund. The institution shall pay or credit refunds within 45 days of a student's cancellation or withdrawal.

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'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, 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."

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

"The transferability of credits you earn at Skyway Trucking School is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Tractor & Trailer Driver Course 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 Skyway Trucking School to determine if your certificate will transfer."

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Student Tuition Recovery Fund Disclosures

“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, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916) 431-6959 or (888) 370-7589.

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 noncollecting 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.

Notice:

A student or any member of the public may file a complaint about the institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form which can be obtained on the bureau's Internet Website at 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 Dr., #400 Sacramento, CA 95833, P.O. Box 980818, West Sacramento, CA 980818, www.bppe.ca.gov, (888) 370-7589 or by fax (916) 263-1897.

Refund Policy

If the student cancels an enrollment agreement or withdraws during a period of attendance, the refund policy for students who have completed 60 percent or less of the period of attendance shall be a pro rata refund. A pro rata refund pursuant to section 94919(c) or 94920(d) or 94927 of the code shall be no less than the total amount owed by the student for the portion of the educational program provided subtracted from the amount paid by the student, calculated as follows:

The amount owed equals the daily charge for the program (total institutional charge, divided by the number of days or hours in the program), multiplied by the number of days student attended, or was scheduled to attend, prior to withdrawal.

For purposes of determining a refund, a student shall be considered to have withdrawn from an educational program when he or she withdraws or is deemed withdrawn in accordance with the withdrawal policy stated in this institution's catalog.

Enrollment Agreement

If an institution has collected money from a student for transmittal on the student's behalf to a third party for a bond, library usage, or fees for a license, application, or examination and the institution has not paid the money to the third party at the time of the student's withdrawal or cancellation, the institution shall refund the money to the student within 45 days of the student's withdrawal or cancellation. If the student has received federal student financial aid funds, the student is entitled to a refund of money not paid from federal student financial aid program funds. This institution shall refund any credit balance on the student's account within 45 days after the date of the student's completion of, or withdrawal from, the educational program in which the student was enrolled.

FEES

Tuition _____ \$ _____

Registration Fee (nonrefundable) _____ \$ _____

STRF Fee (nonrefundable) _____ \$ _____ **(\$0.50 cents per \$1,000 of institutional charges)**

Other Fees will be the responsibility of each student (approximately \$260):

DMV	<u>\$85</u>
DOT Physical	<u>\$60</u>
DOT Drug Test	<u>\$40</u>
Hazmat Background check	<u>\$86.50</u>

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE _____ \$ _____

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM _____ \$ _____

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO BE PAID UPON ENROLLMENT \$ _____

"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."

If a 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.

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 act 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.

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 and with my signature, I certify having received an exact copy of this agreement, a copy of the school catalog and school performance fact sheet. I further acknowledge that no verbal statements have been made contrary to what is contained in this agreement.

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 Student's Signature _____ Date Signed ____/____/____

School Official's Signature _____ Date Signed ____/____/____