Healthcare Career Center ENROLLMENT AGREEMENT

12440 Firestone Blvd. #220

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		PH:	(562) 868-0)946 FAX:	(562) 868-3	239			
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Signature of Parent or Legal Guardian		Date		Signature of School Official / Title				Date	

"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. Ste. 225 Sacramento, CA 95834 / Tel: (916) 574-8900 / Fax: (916) 263-1897 www. bppe.ca.gov"

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STUDENT'S RIGHT TO CANCEL

You have the right to cancel this Enrollment Agreement for t	he indicated program of instruction offered in this
Agreement, until midnight of the seventh (7th) business day	after either the first class you
attended or after you received a copy of this Agreement and a	(Date) applicable disclosures.

Cancellation shall occur when you give written notice at the address of the designated School campus shown on the top of the front page of this Agreement. You can do this by mail, hand delivery, or email; or, you may cancel by telephone. If sent by mail, the written notice of cancellation is effective the date of the postmark.

If you cancel this Agreement, the School will refund any money you paid within forty-five (45) days following receipt of your notice of cancellation.

WITHDRAWAL FROM PROGRAM

You have the right to withdraw from your program of study at any time. If you withdraw or are dismissed after the period allowed for cancellation of the Agreement, which is until midnight of the seventh (7th) business day following the first class you attended, HCC will remit a refund less any applicable registration fee, not to exceed \$150.00 (\$10.00 for VA), within forty-five (45) days following the date of determination of your withdrawal.

Pro Rata Refund Policy

HCC applies a 60% pro rata refund calculation for students who withdraw or are terminated from their training before completing the stated period of enrollment. Under a 60% pro rata refund calculation, HCC will retain only the percentage of charges proportional to the period of enrollment completed up to 60% or less by the student.

After completing more than 60% of the program, HCC will retain 100% of the charges for the enrollment period. The percentage of the period of enrollment completed by the student is calculated by dividing the total number of program hours in the period of enrollment into the number of scheduled hours completed in the period as of the student's last date of attendance. A refund is calculated using the following steps:

- 1. Determine the tuition charges for the period of enrollment.
- 2. Divide the tuition charges by the total number of hours in the period of enrollment to determine the tuition charges per hour.
- 3. The total institutional charges are calculated by multiplying the total scheduled hours completed as of the student's last date of attendance by the tuition charges per hour, and then adding costs for the registration fee and any administrative charges listed in the school catalog under the section titled *Other Fees*, as applicable.

The refund will be any amount in excess of the total institutional charges (calculated in step 3) against the total payment paid to the School. The amount not paid by the student for the total institutional charges is the amount the student owes to the School.

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 DATE OF DETERMINATION OF YOUR WITHDRAWAL/TERMINATION. IF THE AMOUNT THAT YOU OWE IS MORE THAN THE AMOUNT THAT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY THE BALANCE.

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.

For the purpose of determining the amount that you owe for the time you attended, you shall be considered withdrawn or dismissed from the program/course when any of the following occurs:

- (a) You notify the School of your withdrawal or the actual date of withdrawal;
- (b) The School terminates your enrollment;
- (c) You exceed the maximum allowable number of consecutive scheduled school days, as specified for each program in the HCC School Catalog, in which case the date of withdrawal shall be deemed to be the last date of recorded attendance; or
- (d) You fail to return, on schedule, from an approved leave of absence (LOA), in which case the date of

termination will be the scheduled date of return.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED, PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GENERAL TERMS

- 1. Healthcare Career Center is a non-public institution. If you are eligible for a direct loan that is guaranteed by the federal or state government and you default on the direct loan:
- (a) The federal or state government or a loan guarantee agency may take action against you, including garnishing an income tax refund to which the person is entitled to reduce the balance owed on the loan.
- (b) You may not be eligible for any other government financial assistance at another institution until the loan is repaid.
- 2. The School will provide the Student with textbooks and training materials for the selected programs, specifically Nursing Assistant Training Program and just stethoscope and blood pressure apparatus for Medical Assisting Program. Lost, mutilated, or stolen items must be replaced at the Student's expense. The Student will be charged the current price for the reissuing of any new books or materials and charged a discounted price for used books or materials, if available.
- 3. Tuition charges are payable in full, unless other arrangements have been made. Payment can be made by cash, check, money order, or credit card. Unpaid tuition balances at the time of graduation or termination are subject to collection fees. Past due balances may accrue penalty and additional collection/handling charges.
- 4. A diploma will be issued upon successful completion of the program, provided all academic requirements are met and all tuition fees are paid in full. Diplomas are issued within four to six weeks of the Student's completion date. During this time, a formal letter of completion will be provided upon receipt of a written request to Student Services.
- 5. All expenses incurred for food, lodging, and/or travel to and from the School will be the Student's responsibility.
- 6. The School reserves the right to postpone training in the event of Acts of God, labor disputes, equipment failure, etc. In such cases, students will be duly notified.
- 7. All program/course schedules are subject to change, relative to start and expected completion dates. In such cases, students will be duly notified.
- 8. The School reserves the right to postpone or cancel a scheduled program/course if the registration is insufficient to establish a class. The School also may reject an applicant for enrollment; and, an applicant accepted by the institution may cancel his/her agreement prior to the scheduled class start or may never attend class (no show). The School also may consider a withdrawal after class start as a cancellation or no show and, therefore, not consider the applicant as a new start. In all such cases, all monies paid will be refunded within forty-five (45) calendar days.
- 9. The School reserves the right to change or modify, without notification, the program content, equipment, staff, materials, and organization as it deems necessary, with approval of the School's licensing agent(s). Such changes may be required to keep pace with technological advances and/or to improve teaching methods or procedures. In no event will any changes diminish the competency or content of any program or result in tuition changes for students currently in attendance.
- 10. Classroom and lab instruction will be tested. The Student must achieve the minimum passing grade point average (as stated in the catalog) to receive a diploma. Students must repeat a failed module (course) in its entirety, according to established schedules, and may do so a maximum number of times, as specifically stated in the School Catalog, for each program.
- 11. The Student hereby releases, holds harmless, and indemnifies the School and its agents from and against all liabilities and other expenses that may be imposed upon, incurred by or asserted against it or them by any reason of bodily damage, which the Student may suffer from any cause while a student of the School.

- 12. The School reserves the right to reject any applicant for admission who does not meet the requirements for the program selected. The Student's enrollment can be terminated at the discretion of the campus director if the Student's attendance (tardies, early departures, absences), academic progress, conduct or behavior, dress, etc., does not conform to the rules and regulations of the School, as stated in the School catalog, in which event, the extent of the Student's tuition obligation will be in accordance with the School's refund policy.
- 13. This Agreement is valid for a period of forty-eight (48) months.
- 14. If any particular provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the other provisions hereof; and this Agreement shall be constructed in all respects as if such invalid or unenforceable provision was omitted.
- 15. Placement assistance is provided by the School. However, it is understood that the School cannot promise or guarantee employment, a level of income, or wage rate to any Student or graduate.
- 16. The Student hereby authorizes the School to request credit information on the Student, from consumer credit agencies, for the purpose of obtaining any tuition financing.
- 17. 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.
- 18. The transferability of credits you earn at HCC is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate of completion you earn 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 (HCC) will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending HCC to determine if your credits or diploma will transfer. Students are advised that HCC has not entered into an articulation or transfer agreement with any other college or university for the purpose of accepting transfer of credit. Upon receipt of a student's written request to transfer out, HCC will offer guidance regarding the transfer process. Assistance may include, but is not limited to, providing the student an official transcript, syllabi, and/or course outlines/descriptions.
- 19. A signed and executed copy of all five pages of this binding Agreement is given to the Student.

- 21. "NOTICE": 'YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THE INSTITUTION UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE".
- 22. I hereby authorize the sale, discount, or transfer of any agreement or promissory notes associated with this Enrollment Agreement and I understand that the refund policy detailed on pages 3 and 4 of this Agreement will continue to apply. It is further understood and agreed that this Agreement supersedes all prior or simultaneous verbal or written agreements and this Agreement may not be modified without the written agreement of the student and School Director or School President/CEO.
- 23. "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."

STUDENT TUITION RECOVERY FUND DISCLOSURES (STRF):

"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."

"Effective February 8, 2021, the Student Tuition Recovery Fund (STRF) assessment rate changed from \$0 per \$1000 of institutional charges to \$0.50 per \$1000 of institutional charges. (5, CCR Section 76120)"

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration, to be administered in accordance with commercial arbitration rules followed by the American Arbitration Association. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any claims must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding. This Agreement does not allow a class of collective arbitrations even if the Arbitration Procedures or rules would. The arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The terms "controversy" or "claim" referenced above include, but are not limited to, those against Healthcare Career Center, its present and former officers, directors, owners, affiliated entities, partnerships, corporations, employees, agents, assignees, and the estates of any of the parties.

READ ALL PAGES OF THIS AGREEMENT.
IT IS NOT BINDING UNLESS SIGNED BY BOTH
THE STUDENT AND A SCHOOL OFFICIAL.
I RECEIVED A SIGNED AND EXECUTED COPY OF ALL PAGES OF THIS BINDING AGREEMENT,
REVIEWED NOTIFICATIONS AND PROCEDURES FOR PROGRAM TERMINATION.

Signature of Student	Date	
Signature of School Official	Date	