

## enrollment agreement

### **virtual design & construction institute**

3904 Groton Street, San Diego, CA 92110

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<h2>Enrollment Agreement</h2>
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Student Name \_\_\_\_\_ Student Identification Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Country \_\_\_\_\_

Scheduled Start Date \_\_\_\_\_ Scheduled Completion Date \_\_\_\_\_

**You are enrolling in the program listed below:**

**Program Name**

**Length in Hours**

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

The student has the right to cancel the enrollment agreement and to obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later, in accordance with the California Education Code 94911(e)(1).

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.

#### **Distance Education Programs:**

The student shall have the right to cancel the agreement and receive a full refund 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 as per the calculation consistent with the California Code of Regulations. If the institution delivered 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.

#### **Classroom Programs:**

A notice of cancellation shall be in writing, and a withdrawal 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 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. The institution shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred fifty dollars (\$250).

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.

## **enrollment agreement**

### **Notice Regarding Distance Educational Programs**

The school will transmit your first lesson and other materials to you within seven days after your admission. This institution will transmit all of the lessons and other materials to you if (A) you have fully paid for the educational program; and (B) if after having received the first lesson and initial materials, you request in writing that all of the materials be sent. If this institution transmits the balance of the materials per your request, this institution shall remain obligated to provide 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 you. This institution shall not be obligated to pay any refund after all of the lessons and materials have been transmitted.

### **§ 76215. Student Tuition Recovery Fund Disclosures.**

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, 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 protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies to you:

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 who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the 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 cost.
4. There was a material failure to comply with the Act or this Division within thirty days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period of decline 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. Sections 94803, 94877 and 94923, Education Code. Reference: Section 94923, Education Code.

### **PRIOR TO SIGNING THIS ENROLLMENT AGREEMENT**

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, licensing examination passage rates, and salaries or wages prior to signing this agreement.

## enrollment 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 included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School performance Fact Sheet.

### REFUND POLICY

The amount owed to the student equals the institutional charge for the instruction divided by the total number of clock hours in the period of attendance multiplied by the number of clock hours the student has not attended prior to withdrawal. No refunds are due once the student has received 60% of the clock hours of instruction in any given period of attendance.

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.

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.

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.

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 P.O. Box 980818, West Sacramento, CA 95798-0818. [www.bppe.ca.gov](http://www.bppe.ca.gov) (916) 431-6959 (fax) (916) 263-1897.

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 or by completing a complaint form, which can be obtained on the bureau's Internet web site [www.bppe.ca.gov](http://www.bppe.ca.gov).

### NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

"The transferability of credits you earn at VDC Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in VDC Institute certificate programs is also at the complete discretion of the institution to which you may seek to transfer. If the certificates 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 VDC Institute to determine if your certificate(s) will transfer."

#### 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](http://www.bppe.ca.gov).

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This agreement is for direct instruction.

### FEES

Total Program Tuition	\$ _____	(Please see the catalog for current pricing.)
Total Books, Materials, Supplies	\$ _____	(This is only an estimate for the program.)
Registration Fee	\$ _____	(Non Refundable)
Other Charges	\$ _____	(Please specify: _____)
STRF Fee	\$ _____	(Non refundable, \$2.50 per \$1,000 of tuition)
<b>TOTAL AMOUNT</b>	<b>\$ _____</b>	<b>(This is the amount you will be required to pay to complete the program.)</b>

- 1. TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE \_\_\_\_\_
- 2. ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM \_\_\_\_\_
- 3. TOTAL CHARGES OBLIGATED TO BE PAID UPON ENROLLMENT \_\_\_\_\_

YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN YOU ARE RESPONSIBLE FOR REPAYING THE LOAN PLUS ANY 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 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.

**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.** This document contains a statement of the institution's cancellation and refund policy and how it applies. I acknowledge that this is not a public school. I understand that this is a legally binding contract.

"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." (California Education Code 94911(k))

**This enrollment agreement is legally binding when signed by the student and accepted by the institution (CEC 94911(d)).**

X \_\_\_\_\_  
Student's Signature
Date Signed

For Office Use Only: (The school has met disclosure requirements as required by code and regulation.)

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School Official's Signature Date Signed