

**ENROLLMENT AGREEMENT
ADVANCE BUS & TRUCK DRIVING SCHOOL**

115 N. Sutter St. Ste. 3, Stockton, CA 95203 – Satellite: 5484 W. Hwy. 12, Lodi, CA 95242 - Phone: (209) 939 9494

| | | | | | |
|-------------------|------------|--------------------|--------------------|---------------------------|---------------|
| Last Name | | First Name | | MI | Email Address |
| Student's Address | | City | | State | Zip Code |
| Home Phone | Cell Phone | Driver's License # | | Admissions Representative | |
| Program Title | | Total Clock Hours | Program Start Date | Scheduled Completion Date | |

SCHEDULE OF CHARGES

| | | | | | |
|--|--|--|--|--|--|
| INSTITUTIONAL CHARGES | | | | | |
| TUITION | | | | | |
| REGISTRATION FEE (Non-Refundable) | | | | | |
| TOTAL INSTITUTIONAL CHARGES | | | | | |
| STRF(*) (Non-Refundable) | | | | | |
| TOTAL CHARGES FOR THE ENTIRE PROGRAM (**) | | | | | |

(*) Effective 04/01/2022, the STRF assessment rate has been adjusted to (\$2.50) per \$1,000 of Institutional Charges.
 (**) 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.

STUDENT TUITION RECOVERY FUND

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 non-collection 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.

STUDENT'S RIGHT TO CANCEL

You have the right to cancel this enrollment agreement, and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is late.

The date by which you must exercise your right to cancel this Enrollment Agreement is:

PROCEDURE TO CANCEL

You have the right to cancel the enrollment agreement you sign for a course of instruction and obtain a refund of charges paid less the non-refundable registration fee (not to exceed \$250). Cancellation shall occur when you give written notice of cancellation at the address of the school 115 N. Sutter St., Suite 3, Stockton, CA 95202. You can do this by mail, hand delivery, or email. The written notice of cancellation, if sent by mail, is effective from the post mark date. The written notice of cancellation need not take any particular form, and however expressed, it is effective if it shows that you no longer wish to be bound by your enrollment agreement.

If the school has provided you any equipment, including books or other materials, you shall return it to the school within 10 days following the date on your notice of cancellation. If you fail to return this equipment, including books, or other materials, in good condition within the 10-day period, the school may charge you or deduct the documented cost for the equipment from any refund that may be due you. Once you pay for the equipment, it is yours to keep without further obligation. If you cancel the agreement, the school will deduct from any refund due for equipment not returned timely and in good condition.

WITHDRAWAL POLICY

A student has the right to withdraw from their chosen program at any time. Withdrawal shall occur when you give written notice to withdraw at the address of the school shown on the top of the front page of the enrollment agreement. You can do this by mail, hand delivery, or email. The written notice of withdrawal, if sent by mail, is effective from post mark date. The written notice of withdrawal need not take any particular form and, however expressed, it is effective if it shows that you no longer wish to be bound by your enrollment agreement. The request can be either hand delivered to an ABTDS Admissions Representative or Office Manager, or mailed to the address on the enrollment agreement. Upon receipt of notice, a refund shall be issued in accordance to the Refund Policy. If the student withdraws from the program after 60% of the time used then no refund shall be issued.

REFUND POLICY

The institutional refund policy for students who have completed 60 percent or less of the course of instruction shall be a pro rata refund. You have a right to terminate your studies at the school at any time. If you withdraw or are dropped from the course of instruction after the end of the cancellation period, you have the right to receive a refund for the part of the course or program you have paid for and did not receive. You have the right to withdraw from the course of instruction at any time. If you withdraw from the course of instruction after the period allowed for cancellation, the school will remit a refund, less the registration fee and STRF fee within 45 days following your withdrawal. You are obligated to pay only for educational services

- (A) Tuition total divided by program hours to get hourly rate charged.
- (B) Deduct the number of hours attended from the total program hours to get hours remaining.
- (C) Multiply the total from (A) with the total from (B)
- (D) Deduct the registration fee and any other non-refundable expenses incurred by student from the total of line (C)
- (E) The refundable amount shall be issued within 45 days.

If you receive federal student financial aid funds, you are entitled to a refund of moneys not paid from federal student financial aid program funds.

If you obtain a loan to pay for your educational program, you 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 federal or state government loan 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 financial assistance until the loan is repaid.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at ABTDS is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the educational 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 our 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 ABTDS to determine if your certificate will transfer.

IMPORTANT NOTICES

You are enrolling in the following program: _____
The total Clock Hours for the Program are: _____ and a minimum of: _____ (or 70% of the program) complete are required to the educational program. Days missed are counted against the allotted program time. It is important that you attend class daily.

Initial

You are allowed 2 Behind the Wheel attempts at the DMV. **Missed DMV appointments will count toward your attempts.** This constitutes use of the vehicle for the exam and available appointments after the successful completion of the course. A charge of \$250 per visit will be charged after allotted visits.

Initial

Training Completion: Obtaining your commercial license is not a stipulation or requirement of the completion of your training program. Completion of training is when all segments of the curriculum has been covered or total number of hours has been met **within** the time frame allotted. You will be allowed usage of the commercial vehicle to take your behind the wheel exam provided that you are a safe driver.

Initial

Photographs: Upon completion of training program a photograph may be taken of you and used as advertising on behalf of Advance Bus & Truck Driving School. You are not required to participate or authorize this service. Please select an option.

YES, I approve the use of my image for the intent of advertising.

NO, I do not approve the use of my image for any purpose.

Initial

Supersession Requirement: If you are enrolled in the **SuperSession** program the Class A training must be completed within 160 hours. The passenger endorsement training is 36 hours. It is not possible to cancel the passenger endorsement program and allocate the cost or time of that session to the Class A program without an addendum to the current agreement.

Initial

Additional DMV Charges: If any of your DMV attempts result in a failure on the driving portion or the basic control skills **you** will be responsible for the additional retest fees that will be charged by the DMV. Currently the retest fee is \$41.00, but can change at any time.

Initial

Relationship with Staff: While you are enrolled in the program sexual harassment, suggestive relationship behaviors or statements, or unwelcome touching of the staff or other students is strictly prohibited and is grounds for immediate termination of the training program. **No refund shall be issued.**

Initial

Grading: Grades are awarded on a percentage or point basis for all written and practical work. Students will be graded every week. A score of 80% must be obtained to proceed in the program.

Initial

ALL INSTRUCTION IS PROVIDED AT OUR SATELLITE LOCATION: 5484 W. HWY 12, LODI, CA 95242

DISTANCE LEARNING (This institution does not offer distance educational programs.)

An institution offering an 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.

Period covered by this Enrollment Agreement: 01/01/2023 to 12/31/2023

THE TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: _____

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: _____

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: _____

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., Suite 225, Sacramento, CA 95834, P.O. Box 980818, West Sacramento, CA 95798-0818, www.bppe.ca.gov, (888) 370-7589, (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 the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll free or by completing a complain form, which can be obtained on the bureau's internet web site www.bppe.ca.gov

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 importation 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, and salaries or wages and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

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, 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.

_____ **Initial**

This enrollment agreement is legally binding when signed by the student and accepted by the institution.

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

(SCHOOL OFFICIAL SIGNATURE)

Date

DIRECTOR

(SCHOOL OFFICIAL TITLE)

Accepted

Rejected