

Main Campus: 24002 Via Fabricante, Suite 203, Mission Viejo, CA 92691

Branch Location: 815 Third Avenue, Suite 119, Chula Vista, CA 91911

Satellites: 270 East Douglas Avenue, El Cajon, CA 92020 135 West Mission Avenue, Suite 107, Escondido, CA 92025 Telephone (619) 422-8993 Fax (619)

422-8992 Email: admissions@thelearningsource.net Website:

www.thelearningsource.net

ENROLLMENT AGREEMENT

AGREEMENT made on **00/00/0000** between the Learning Source, hereinafter called the School, and **Student Name**, hereinafter called Student. Date of Birth **00/00/0000**, Social Security # **Driver's License or DMV ID# A0000000**

Student requests enrollment in a program whose title and occupational objective is described in the School's catalog as **COMPUTER BASICS WITH SMALL BUSINESS MARKETING, DIPLOMA SOC 43-9199** Attending In Classroom Consisting of: Choose an item. **Weeks** Choose an item. Hours per Choose an item., for a total of **240 Clock Hours**.

PROGRAM SCHEDULE The program is scheduled to start on **DATE** each Monday-Thursday from Choose an item. to Choose an item. The period of the agreement is from **DATE** to **DATE**

Scheduled completion date is
DATE

Successful graduates of the program will receive a Diploma

All instruction is held at: [The Learning Source](#)

Choose an item. **TUITION FEES AND POLICIES Sponsor or Potential Funding Source** _____ Fees are payable by the first-class session, unless other arrangements are made.

Tuition \$4,816.00 **Registration Fee** (non-refundable) \$250.00 **Computer** (not returnable) \$704.00 **Computer set-up** (Non-refundable) \$150.00 **Instructional Materials** (Non-refundable) \$80.00 **Student Tuition Recovery Fund (STRF) Fees** (non-refundable) \$0.00 **Minus Scholarship** \$0.00 **Balance** **\$6,000.00**

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's Signature

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STUDENT'S RIGHT TO CANCEL 1) You have the right to cancel the enrollment agreement for a program if instruction including

equipment or other goods and services included in the agreement, at the first-class session or the seventh day after enrollment, whichever is later.

2) Cancellation shall occur when you give written notice of cancellation to the School. You can do this by mail, fax, hand delivery, or telegram. Address this cancellation notice to Campus Director, The Learning Source, 815 Third Ave Ste #119 Chula Vista, CA 91911.

3) The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage paid.

4) 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 this Agreement.

5) If you cancel the Agreement, The Learning Source will keep the \$250.00 registration fee, you will have no liability to the School except as provided in paragraph six of this section and The

Learning Source will refund any money you paid within (30) days after we receive your notice

of cancellation.

6) You have the right to withdraw from the program at any time. If you withdrawal from your program after the seventh day after enrollment and are entitled to a refund, the School will pay your refund within 30 days of your withdrawal / determination date according to the current

regulations. Before we compute your refund, The Learning Source will keep the \$250.00

registration fee. The amount of your refund is calculated and determined on a pro-rata basis.

The State Pro-rata will be calculated for all students who withdrawal from a program and is derived by the number of hours attempted as of the students last date of attendance in a scheduled Academic Year into the total number of hours scheduled for the academic year.

- 7) For the purpose of determining the amount a student owes for time attended, a student shall be deemed to have withdrawn from a program when any of the following occurs: (a) The student notifies the School of withdrawal or the actual date of the withdrawal (b) The School terminates the student's enrollment, (c) The student has failed to attend classes for 5% of the program length, (d) The student fails to return from a Leave of Absence. For the purpose of subdivision (d) of California Section 94920 and for determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance.
- 8) For the purpose of determining when the refund must be paid pursuant to subdivision (d) of California Section 94920, the student shall be deemed to have withdrawn at the end of the designated period.
- 9) If the School provided books or equipment, the student must return the equipment in good condition, allowing for reasonable wear and tear within 30 days following the date of withdrawal. The School will refund the charge for the equipment, which was paid. If the student fails to return the equipment in good condition, allowing for reasonable wear and tear, within 30 days following the date of withdrawal, the School may offset against the refund calculated.
- 10) If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid program funds.
- 11) DATE BY WHICH STUDENT MUST EXERCISE RIGHT TO CANCEL **0/00/0000**.

HERE IS HOW WE FIGURE THE AMOUNT A STUDENT OWES: Total charges Tuition and Fees = Total Charges; Less: Tuition Charges X Number of hours remaining when the student withdrew divided by the total number of hours in program. Less: Registration fee = Refund Due Subtotal the amount the student owes for the time attended = Adjusted Sum; Less the amount paid by the student or on behalf of the student = Payment Received Total: The amount the student owes the School or refund due = Amount the Student owes the School or Refund due as outlined above.

HERE IS AN EXAMPLE OF A REFUND CALCULATION: Assume that a student enrolled in a 147 clock hour program that costs \$3,462.00 (\$2,412 for tuition, \$100 registration fee, and \$950 for books and materials). The student keeps all books and material and has a cash credit of \$1,000. If the student withdraws after completing 47 clock hours, the calculation is: 1. Total charges = \$3,462.00 2. Less tuition charges of \$3,362 times remaining hours (100) \$2,287.00 divided by the total

program clock hours (147). 3. Subtotal = \$1,175.00 4. Less any amount paid by you or on your behalf= \$1,000.00 5. Amount you still owe = \$ 175.00

The School will make any refund within thirty (30) days of the student's withdrawal or termination data or the specified time period under applicable law, whichever occurs first. The student remains obligated to the School for all unpaid tuition, fees, and other amounts charged pursuant to the enrollment agreement or otherwise that are not subject to refund in accordance with this section.

Notice 1: All documents referred to in this agreement are part of, and integral to, this agreement.

Notice 2: STUDENT TUITION RECOVERY FUND. 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 in an educational program, 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 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: (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 in educational programs who are California residents, or are enrolled in a residency programs attending certain schools regulated by the Bureau for Private Postsecondary Education.

Postsecondary 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 program 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 of tuition and other costs. (4) There

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was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period 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. However, no claim can be paid to any student without a social security number or a taxpayer identification number.

Notice 3: STUDENT Receiving FEDERAL FUNDS: If you are receiving Title IV Federal Funds while you are attending this institution, if you terminate your enrollment prior to completing the program of study of your choice, Federal regulations may demand that all or a portion of the funds received, be returned to the original aid programs as unearned aid. Unpaid institutional charges will be the sole responsibility of the student. Delinquent accounts will be turned over to a collection agency.

Notice 4: 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 make 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.

General Terms

1. No applicant shall be rejected from admission to the school on the basis of age, race, color, sex, disability, national origin, or sexual orientation not be subjected to discrimination of any kind based on the above. For information regarding Non- Discrimination or to resolve complaints contact the School Director.
2. Placement assistance is provided. However, it is understood that the school does not and cannot promise or guarantee employment or level of income or wage rate to any student or graduate.

3. All supplies for the program selected will be supplied by the School at the stated charge. Lost, mutilated, or stolen items will be replaced at the expense of the student.

4. Completion certificates/diplomas will be issued after the completion of the entire program and all tuition fees are paid in full or otherwise accounted for. Classroom and lab instruction will be tested. The students must achieve a passing grade average (as stated in the catalog) to receive a completion certificate/diploma. Students will be permitted to retest (as stated in the catalog) for any grade below passing.

5. The School reserves the right to postpone training in the event of natural disasters, Acts of God, (i.e. fire, flood, and earth quake) labor disputes, equipment failure, for a maximum of thirty days. Student will be duly notified and compensated if applicable.

6. All program schedules are subject to change in starting and completion dates. Student will be duly notified. Students will be offered the opportunity to consent as provided by law. In cases where such changes would cause undue hardship, a refund will be offered. The maximum postponement of a class start date is 90 days.

7. The School reserves the right to withdraw a scheduled program if the registration is insufficient to pay make up a class. All monies paid will be refunded.

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8. The School reserves the right to change or modify, without notification, the program content, equipment, staff, or materials and organization as necessary, with approval of the Bureau for Private Postsecondary Education, if required. Such changes may be required to keep pace with the technological advances and to improve teaching methods. In no event will any changes diminish the competency of any program or result in tuition changes for current attending Students.

9. The School reserves the right to reject any applicant for admission not meeting the requirements for the program selected. The student's enrollment may be terminated at the election of the School Director, if the student's academic progress, behavior, absences, lateness or dress does not conform to the requirements, rules and regulations of the School (as stated in the catalog); in which event the extent of the student's tuition obligation will be in accordance with the School's refund policy.

10. If any 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.

11. This Agreement constitutes the complete contract between the School and the student, and no verbal statements or promises will be recognized. No modification may be made without prior written approval of the School and the Student or guardian.

12. NOTICE CONCERNING TRANSFER-ABILITY OF CREDITS AND CREDENTIALS

EARNED AT OUR INSTITUTION. The transfer-ability of credits you earn at The Learning Source is at the complete discretion of an institution to you may seek to transfer. Acceptance of the diploma or certificate you earn in Program Name is also at the complete discretion of the institution to which you may seek to transfer. If the credits, diploma, or certificate 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 program work 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 The Learning Source to determine if your credits, diploma, or certificate will transfer.

13. Prior to signing this enrollment agreement, you must be given a catalog and a School Performance Fact Sheet, which you are encouraged to review prior to signing the 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, and salaries and 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. {_____} Student's Initials

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Installment Agreement Your payment schedule will be \$ N/A each Week or Month, commencing on ___/N/A/___ for N/A Weeks or Months, until paid in full. Student and Co-Buyer, (if applicable) understand that payments are to be made to the School, or assignee. If

account is delinquent for over 90 days, the entire amount may become due and payable. Should this agreement be assigned, such a third party is independent of the School and any School related questions or problems that arise must be settled between me and the School.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH BUYER (STUDENT) COULD ASSERT AGAINST SELLER (SCHOOL) SERVICES OBTAINED HEREUNDER. RECOVERY HEREUNDER BY THE BUYER (STUDENT) SHALL NOT EXCEED THE AMOUNT PAID BY THE BUYER (STUDENT) HEREUNDER.

I agree to comply with the rules, regulations and terms of this agreement. I have read this agreement, fully understand it, have received a signed and executed copy of it and the School's catalog with program descriptions, refund policies, student services, placement assistance, equipment and supplies; and the Notice of Student Rights; and Graduation and Placement rates, and have visited the classroom facilities.

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 Post-Secondary Education at 2535 Capital Oaks Drive, Suite 400 Sacramento, CA 95833, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 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 Post-Secondary 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.

I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE INSTITUTION. 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.

_____ 0/00/0000 _____
Student's Signature Date Spouse's Signature (if applicable) Date

_____ Address City State Zip

Telephone
Number

_____ Co-Buyer's
Signature (If any) Date Co-Buyer's Telephone Number

_____ Address City State Zip

School Representative's Signature Date School Director's Signature Date

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April 18, 2017

SCHOOL PERFORMANCE FACT SHEET & VERIFICATION OF RECEIPT OF DOCUMENTS

EMPLOYMENT STATISTICS The program you are taking is new. The Learning Source does not have any completion rates statistics to provide you at this time.

COMPLETION RATES: The program you are taking is new. The Learning Source does not have any completion rates statistics to provide you at this time.

PLACEMENT RATES: The program you are taking is new. The Learning Source does not have any employment statistics to provide you at this time.

LICENSE EXAMINATION PASSAGE RATES: The program you are taking is new. The Learning Source does not have any student test statistics to provide you at this time.

SALARY OR WAGE INFORMATION

THE MOST RECENT THREE-YEAR COHORT DEFAULT RATE: The Learning Source received it's BPPVE approval November 15, 2015. The first classes began in April 2016.

I CERTIFY THAT I HAVE RECEIVED THE SCHOOL CATALOG.

Student's Signature

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I certify I have received a copy of the school catalog which contains the rules of operation and conduct, facility and student services, school policies, student conduct, student complaint/grievance, standards for student achievement, student provisions, regulations, program completion requirements, and costs for the specific program in which I have enrolled.

Student's Name:

*(Please
Print)*

Signature: _____

Enrolled by: Choose an item. Date: **00/00/0000**

MULTIMEDIA RELEASE AND WAIVER Date:

I hereby irrevocably grant to The Learning Source, LLC., its subsidiaries, licensees and affiliates (collectively "THE LEARNING SOURCE, LLC") the right to record and the right to use without restriction any and all images of me (including but not limited to still photographs, negatives, video, film) and statements made by me – whether recorded in analog, digital or other media format.

I understand that by signing this Release and Waiver, I waive any and all past, present or future compensation rights to the use of the above stated materials. I further release for myself and my heirs and grant to THE LEARNING SOURCE, LLC all right, title and interest in those recorded images and statements.

I hereby hold harmless, release and forever discharge THE LEARNING SOURCE, LLC and its officers, employees and teachers against any and all claims or demands that I may have arising out of or in any way connected to the use of, or use of my name in conjunction with, such images and statements for any lawful purposes including but not limited to advertising, promotion and publicity and consent that any testimonials or statement made by me may be revised or changed by THE LEARNING SOURCE, LLC so long as the meaning is not significantly changed.

Name:

(Please
Print)

(Signatur
e)

Enrolled by: Choose an
item.

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I certify I have received a facility tour and have visited the classroom located at 135 W Mission Ave Ste 107 Escondido, CA 92025 before I enrolled in my program of choice.

Student's Name: Choose an item.

*(Please
Print)*

Signature: _____

Enrolled by: Choose an item. Date: **00/00/0000**