

# WYOTECH ENROLLMENT AGREEMENT

1889 Venture Drive - Laramie, WY 82070 Phone: (307) 742-3776 | Fax: (307) 755-2484

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1. STUDENT APPLICANT								
LAST NAME		FIRST NAME	ALL EIGHT		MIDDLE INITIAL		DATE OF BIRTH	
ADDRESS		CITY			STATE	ZIP	TEL NO.	
EMAIL ADDRESS								
2. PREVIOUS EDUCATION								
WILL YOU BE A HIGH SCHOOL GRADUATE BEFORE THE START DATE OF YOUR PROGRAM, GIVEN BELOW?				ED CITY		STATE	GRADUATION YEAR	
YES NO								
HAVE YOU RECEIVED/WILL YOU RECEIVE BEFORE THE START DATE OF YOUR PROGRAM AN:  GEQUIVALENCY DIPLOMA G.E.D.	TART DATE			WHERE ISS				
		3. EDUCATION	PROC	SRAM				
PROGRAM CODE						M CODE		
ACADEMIC AWARD DIPLOMA	DEMIC AWARD DIPLOMA OCCUPATIONA		AST DEGREE RE-ENTRY			ELIGIBLE	FOR VETERAN'S BENEFITS?	
PROGRAM START DATE SCHEDULED GRADUATION DATE PERIOD COVERED BY ENROLLMENT AGREEMENT						T AGREEMENT		
SEMESTER CREDIT HOURS CLOCK HOURS		5			LENGTH (WEEKS)			
Session:  Morning Shift: 7:00am – 4:15pm – Monday - Friday								
		4. TUITION A	ND FE	ES				
TUITION IS CHARGED BY ACADEMIC YEAR.	FIRST ACADI	EMIC YEAR SECO	SECOND ACADEMIC YEAR				TOTAL CHARGES FOR THE CATIONAL PROGRAM	
Tuition	\$20,834.00	\$4,1	\$4,166.00			\$25,000.00		
Application Fee	\$100.00		\$			\$100.00		
Tuition credit (-)		\$	\$			\$		
Total charges for the current period of attendance \$20,934.00		\$4,1	\$4,166.00			\$25,100.00	)	
Tuition is payable on the first day of class for the student will have the responsibility to rep				the amount of	any refund		educational program,	

This documents is printed on both sides of the paper and both the front and the back of the pages are included in and are a part of this document.

- 5. BOOKS, TOOLS, AND FEES: Students must pay a \$100 application fee upon enrollment. Books and a set of tools will be provided (loaned) to students at no additional charge. Students must pay a \$100.00 book and tool deposit upon registration for the first academic year. The deposit will be returned within 30 days of student separation from school provided all books and tools are returned in the same condition as received, less normal wear. The cost of lost or damaged books and tools will be deducted from the deposit. If the losses or damages exceed the deposit, the student must pay the difference prior to separation from school
- 6. THE STUDENT APPLICANT UNDERSTANDS:
- (a) The entrance requirements for the school is proof of high school graduation or a recognized equivalent such as a GED.
- (b) The school does not guarantee employment following graduation, but does offer placement assistance to graduates. To obtain maximum employment opportunities, the student may be required to relocate outside of their campus' location upon successful completion of the program.
- (c) I certify that I have received the catalog and information regarding completion rates, placement rates, salary or wage information, and the most recent three-year cohort default rate. I understand and agree with the information provided in the catalog.

Catalog provided:	(Student's Initials)
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- (d) The total program cost indicated in section 4 of this agreement does not include housing charges.
- (e) The school reserves the right to change class schedules, change or eliminate sessions, revise or withdraw programs, and make other changes in training-related matters at any time. In no event will this alter the duration of the course/program or the cost. These changes may occur for Washington state residents with approval from the Washington State Workforce Training and Education Coordinating Board and.
- (f) The terms and conditions of this agreement are not subject to amendment or modification by oral agreement. Any changes in this agreement are not binding on the student or the school unless such changes have been approved in writing by the authorized official of the school, the student, or the student's parent/guardian if the student is a minor.
- (g) The school is not responsible for any statements or promises that are contrary to this agreement or the school catalog.
- (h) The school reserves the right to discontinue a student's training for lack of satisfactory academic progress, non-payment of tuition or fees, or failure to comply with published rules of conduct as found in the school catalog and/or school catalog addendum.
- (i) If financial assistance will be requested, neither the amount of assistance nor a payment schedule for remaining unpaid charges can be determined at this time. When the amount of financial assistance has been determined, a separate installment Contract shall be executed. In compliance with federal and state laws, the Installment Contract will disclose the school charges not satisfied by financial assistance, and indicate a repayment schedule for the remaining unpaid charges.
- (j) The tuition indicated in this agreement is applicable through the indicated graduation date, provided the student remains in continuous classroom attendance through that date, and except for regularly scheduled school breaks.
- (k) The date of this transaction is the date this agreement is signed by the student applicant.
- (I) WyoTech does not guarantee credit transfer in to or out of the school. Transferability is always at the discretion of the receiving school. The degree, diploma, and/or certificate programs of the school are terminal in nature and are designed for the graduate's employment upon graduation.
- (m) Student attendance records are maintained by WyoTech
- (n) Any holder of a consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained Pursuant to or with the proceeds thereof. Recovery of the debtor shall not exceed amounts paid by the debtor. (FTC Rule effective 5/14/76)
- 7. CANCELLATION PERIOD: YOU MAY WITHDRAW THIS AGREEMENT AT ANY TIME WITHIN THREE BUSINESS DAYS FROM THE DATE YOU SIGN THIS AGREEMENT, MAKE AN INITIAL PAYMENT, OR FIRST VISIT THE SCHOOL, WHICHEVER IS LATER. IF YOU DO SO, ALL PAYMENTS MADE BY YOU OR ON YOUR BEHALF WILL BE REFUNDED. WITHDRAWAL CAN BE EFFECTUATED BY PERSONALLY APPEARING AT YOUR SCHOOL TO WITHDRAW, DEPOSITING A WITHDRAWAL LETTER IN THE MAIL TO YOUR SCHOOL AT THE ADDRESS PROVIDED ON THE FIRST PAGE OF THIS AGREEMENT (IN WHICH CASE, THE WITHDRAWAL WILL BE CONSIDERED EFFECTIVE AS OF THE POSTMARK DATE), OR PROVIDING AN ORAL WITHDRAWAL NOTICE TO PHONE NUMBER (800)-521-7158. IN EVENT OF DISPUTE OVER TIMELY NOTICE, THE BURDEN TO PROVE SERVICE RESTS ON THE APPLICANT.
- (a) The student applicant will also be returned all monies paid if:
  - (1) The school does not accept the applicant;
  - (2) The enrollment of the student was procured as the result of any misrepresentation through advertising, promotional materials of the school, or representations by the owner or representative of the school;
  - (3) The school cancels the student's program.
  - (4) The school ceases operations.

\_\_\_\_(Student's Initials)

## 8. DATE OF WITHDRAWAL VERSUS DATE OF DETERMINATION (DOD)

The date of withdrawal, for purposes of calculating a refund, is the last date of recorded attendance. The date of determination is the earlier of the date the student officially withdraws, provides notice of cancellation, or the date The School determines the student has violated an academic standard or school policy. For example, when a student is withdrawn for violating an academic rule or school policy, the date of the student's withdrawal shall be the student's last date of attendance. The date of determination shall be the date The School determines the student has violated the academic rule.

# 9. FEDERAL FINANCIAL AID RETURN POLICY

#### Student Financial Aid (SFA)

The School is certified by the U.S. Department of Education as an eligible participant in the Federal Student Financial Aid (SFA) programs established under the Higher Education Act of 1965 (HEA), as amended (Title IV programs). The School is required to determine earned and unearned portions of Title IV aid for students who cancel, withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term.

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#### Return of Title IV Funds Calculation and Policy

The Return of Title IV Funds calculation (Return calculation) is based on the percentage of earned aid using the following calculation: Percentage of payment period or term completed equals the number of scheduled hours (clock-hour programs) or days (credit-hour programs) completed up to the withdrawal date divided by the total number of hours (clock-hour programs) or days (credit-hour programs) in the payment period or term. For credit-hour programs, any scheduled break of five days or more is not counted as part of the days in the term. This percentage is also the percentage of earned aid.

Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned equals (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total dollar amount of aid that could have been disbursed during the payment period or term.

If a student withdraws after the 60% point-in-time, the student has earned all Title IV funds that he/she was scheduled to receive during the period and, thus, has no unearned funds; however, The School must still perform a Return calculation. If the student earned more aid than was disbursed to him/her, the student may be due a post withdrawal disbursement. If the Return calculation determines that the student is due a post-withdrawal disbursement, upon the permission of the student (or parent, if a Federal PLUS loan), the institution may seek to disburse the corresponding loan funds. Any post-withdrawal disbursement must be paid within 180 days of the DOD.

The School must return the lesser of:

- 1. The amount of Title IV program funds that the student did not earn; or
- 2. The amount of institutional charges that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that were not earned.

The student (or parent, if a federal PLUS loan) is required to repay the difference between the amount of unearned aid and the amount returned by the School. If the student's portion of the unearned aid includes federal grants, the student is required to return the grant amount: (1) if the grant overpayment is greater than \$50; and (2) only to the extent that the grant amount exceeds 50% of the original amount received for the payment period or period of enrollment. (Note: If the student cannot repay the grant overpayment in full, the student must make satisfactory arrangements with the U.S. Department of Education to repay any outstanding grant balances. The Student Financial Aid Department will be available to advise the student in the event that a student repayment obligation exists. The individual will be ineligible to receive additional student financial assistance in the future if the financial obligation(s) is not satisfied). If a student earned less aid than was disbursed, The School would be required to return a portion of the funds, and the student may be required to return a portion of the funds. Any outstanding student loans that remain are to be repaid by the student according to the terms of the student's promissory notes.

The School must return the Title IV funds for which it is responsible in the following order:

- 1. Unsubsidized Direct Stafford loans (other than PLUS loans)
- Subsidized Direct Stafford loans
- 3 Federal Perkins loans
- 4. Direct PLUS loans
- 5. Federal Pell Grants for which a return of funds is required
- 6. Federal Supplemental Educational Opportunity Grants (FSEOG) for which a return of funds is required

#### **Title IV Credit Balances**

After a Return calculation has been made and a state/institutional refund policy, if applicable, has been applied, any resulting credit balance (i.e. earned Title IV funds exceed institutional charges) must be paid within 14 days from the date that The School performs the Return calculation and will be paid in one of the following manners:

- 1. With the student's (or parent's, if a Federal PLUS loan) permission, reduce the student's Title IV loan debt (not limited to the student's loan debt for the period of enrollment);
- 2. Return to the student.

#### Time Frame within which Institution is to Return Unearned Title IV Funds

The School must return the amount of unearned Title IV funds for which it is responsible within 45 days after the DOD.

### 10. INSTITUTIONAL PRO RATA REFUND CALCULATION AND POLICY

The following Cancellation period and Institutional Pro Rata Refund Calculation and Policy sections shall apply to all student unless a state Cancellation Period and/or Refund Policy for the state of the student's residence is set forth in this Enrollment Agreement. When a student withdraws, the school must determine how much of the tuition and fees he/she is eligible to retain. The Pro Rata Refund Calculation and Policy is an institutional policy and is different from the Federal Financial Aid Return Policy and Return calculation; therefore, after both calculations are applied, a student may owe a debit balance (i.e., the student incurred more charges than he/she earned Title IV funds) to the school.

The school will perform the Pro Rata Refund Calculation for those students who terminate their training <u>before</u> completing the period of enrollment (i.e., students who receive a final grade of "W" or "WZ"). Under the Pro Rata Refund Calculation, The school is entitled to retain only the percentage of charges (tuition, room, board, etc.) proportional to the period of enrollment completed by the student. The period of enrollment for students enrolled in modular programs is the academic year. The refund is calculated using the following steps:

- (1) Determine the total charges for the period of enrollment.
- (2) Divide this figure by the total number of calendar days in the period of enrollment.
- (3) The answer to the calculation in step 2 is the daily charge for instruction.
- (4) The amount owed by the student for the purposes of calculating a refund is derived by multiplying the total calendar days in the period as of the student's last date of attendance by the daily charge for instruction and adding in any book or equipment charges.
- 11. SPECIAL REFUND CIRCUMSTANCES: In case of student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the school will make a settlement that is reasonable and fair to all parties.
- 12. PAYMENT OF REFUNDS: Refunds due to the student will be paid within 30 days from the date of determination of withdrawal or from the date the applicant was not accepted by the school, whichever is applicable. 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 funds.
- 13. FEDERAL RETURN OF TITLE IV FUNDS POLICY: Please refer to the catalog section titled "Return of Title IV Funds Calculation and Policy" for further detail that may affect the return of federal funds.
- 14. STUDENTS CALLED TO ACTIVE MILITARY DUTY: Continuing students who have completed 50% or less of their program are entitled to a full refund of tuition, fees, and other charges paid. Such students who have completed more than 50% of their program are entitled to a strict pro rata refund.
- 15. ACKNOWLEDGMENT OF WAIVER OF JURY TRIAL AND AVAILABILITY OF VOLUNTARY DISPUTE RESOLUTION PROCEDURES: By my signature, I acknowledge that I understand that both I and The School are irrevocably waiving rights to a trial by jury. I further acknowledge that I may, but am not required to, take advantage of the School's internal dispute resolution and arbitration procedures as set forth in the Dispute Resolution Policy addendum to this agreement. However, if I file suit against the School in any court, or if I seek arbitration, I agree not to combine or consolidate any Claims with those of other students, such as in a class or mass action.

- 16. CHOICE OF LAW, EXCLUSIVE JURISDICTION AND VENUE: WYOMING STUDENTS: This Agreement, and any dispute, claim, or cause of action arising out of or related in any way, whether directly or indirectly, to the undersigned student's relationship with the School, shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming without regard to conflict of laws principles. Jurisdiction and venue for any such dispute, claim, or cause of action shall be proper only as follows: (1) If in a court of law, the student and the School agree and consent to the exclusive jurisdiction and venue of any courts, federal, state, or local, having a situs within Wyoming. (2) Alternatively, if in arbitration, the student and the School agree and consent to arbitration at a location within the area covered by the federal district court in which the student resides.
- 17. SEVERABILITY: If any provision or part of this Agreement is determined to be invalid or unenforceable, that provision or part will be stricken or modified to the minimum extent necessary to render the provision otherwise enforceable, and the remainder of the Agreement will remain in full force and effect.

## **ACCREDITATION STATUS DISCLOSURE**

Except in limited circumstances, courses and credits from the School will not transfer to other schools, and a degree from the School will not be honored for admission to an advanced degree program.

NOTICE TO ALL SIGNATORIES: (1) Do not sign this Agreement before reading it, including the writing on the reverse side or if it contains any blank spaces. (2) Both sides of this Agreement are legally binding when signed by the student applicant and upon written acceptance of the student by the school unless cancelled pursuant to the Student's Right to Cancel and Notice of Cancellation. (3) It is unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or his/her financial sponsors and a written statement notifying all parties that the cancellation and refund policy continues to apply. (4) You acknowledge receipt of and have had the opportunity to review an exact copy of this Agreement, a Notice of Cancellation form, a school catalog including the definition and implications of the transferability of credit policy, and any information disclosure pages presented by the school. (5) You have been given the opportunity to tour the facilities.

I understand that this Enrollment Agreement is printed on both sides of the paper and that both the front and back of the pages are included in and are a part of this document, and that this is a legally binding contract when signed by me and accepted by the school. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the school's cancellation and refund policies have been clearly explained to me.

I acknowledge having received and read a copy of this Enrollment Agreement and the School Catalog.

Signature of Student Applicant	Date		
Date of Birth:	Age of Student Applicant:		
Signature of Parent/Guardian (if applicant is a minor)	Date		
Printed Name of Parent/Guardian	Date		
As an authorized representative of the school, I have interviewed the student applicant, and I recommend his/her acceptance. I have not made any statements or promises contrary to the terms of this agreement or the school catalog.			
Authorized Representative	Date		
Accepted at WyoTech:			
Accepted at Wyo recit.			
Authorized Signature	Date		

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#### STATE INFORMATION SECTION

Residents of the following state who are students at WyoTech shall be entitled to refunds based on the WyoTech "Institutional Pro Rata Refund Calculation and Policy" (Page 3 of this agreement) or the refund policy of their state of residence if set forth below, whichever policy is more beneficial to the student.

### Colorado

- (1) Agents licensed by the Colorado Department of Higher Education, Private Occupational School Board. Inquiry or complaints may be made to the Colorado Board of Private Occupational Schools, Department of Higher Education at (303) 862-3001. Students may file complaints online with the Board at highered. colorado.gov/dpos. There is a two-year limitation (from student's last date of attendance) on the Board taking action on student complaints.
- (2) For purposes of the refund policy the official date of termination or withdrawal shall be: (1) the date on which the school is notified that it is the student's last date of actual attendance; (2) the date on which the student violates published school policy which provides for termination; or (3) should the student fail to return from an excused leave of absence, the earlier of the date the school determines the student is not returning or the day following the expected return date.

The School will make refund determinations for all tuition and fees paid for the charging period in accordance with the following schedule. If the education program for which the student has enrolled is discontinued prior to the student's expected graduation date, the student is entitled to a full refund. The granting of credit for previous training shall not impact the refund policy.

# A student terminating training...

Within first 10% of program
After 10% but within first 25% of program
After 25% but within first 50% of program
After 50% but within first 75% of program
After 75%

#### Is entitled to a refund of:

90% less cancellation charge 75% less cancellation charge 50% less cancellation charge 25% less cancellation charge No Refund

**Ohio:** Any comments or complaints may be directed to the State of Ohio Board of Career Colleges and Schools, 30 East Broad Street, Suite 2481, Columbus, OH 43215-3414; (614) 466-2752, Fax (614) 466-2219 Toll Free (877) 275-4219.

**Pennsylvania**: If a student enrolls and withdraws or discontinues after the term, semester or quarter has begun prior to completion of the term, semester or quarter, the following minimum refunds apply:

- 1. For a student withdrawing from or discontinuing the program during the first 7 calendar days of the term, semester or quarter, the tuition charges refunded by The School shall be at least 75% of the tuition for the term, semester or quarter.
- 2. For a student withdrawing from or discontinuing from the program after the first 7 calendar days, but within the first 25% of the term, semester or quarter, the tuition charges refunded by The School shall be at least 55% of the tuition for the term, semester or quarter.
- 3. For a student withdrawing or discontinuing after 25% but within 50% of the term, semester or quarter, the tuition charges refunded by The School shall be at least 30% of the tuition.
- 4. For a student withdrawing from or discontinuing the program after 50% of the term, semester or quarter, the student is entitled to no refund.

Any inquiry a student may have regarding the terms of this contract may be made to the Director of Admissions. The school is licensed by the State Board of Private Licensed Schools, Pennsylvania Department of Education, 333 Market Street, Harrisburg, PA 17126-0333. Any questions or concerns not satisfactorily resolved by a school official may be brought to the attention of the Board.

Washington: NOTICE TO BUYER: "DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. THIS IS A LEGAL INSTRUMENT. ALL PAGES OF THE CONTRACT ARE BINDING. READ BOTH SIDES OF ALL PAGES BEFORE SIGNING. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT, SCHOOL CATALOG AND ANY OTHER PAPERS YOU SIGN AND ARE REQUIRED TO SIGN A STATEMENT ACKNOWLEDGING RECEIPT OF THOSE. IF YOU HAVE NOT STARTED TRAINING, YOU MAY CANCEL THIS CONTRACT BY PROVIDING WRITTEN NOTICE OF CANCELLATION TO THE SCHOOL AT ITS ADDRESS SHOWN ON THE CONTRACT. THE NOTICE MUST BE POSTMARKED NOT LATER THAN MIDNIGHT OF THE FIFTH BUSINESS DAY (EXCLUDING SUNDAYS AND HOLIDAYS) FOLLOWING YOUR SIGNING THIS CONTRACT OR THE WRITTEN NOTICE MAY BE PERSONALLY OR OTHERWISE DELIVERED TO THE SCHOOL WITHIN THAT TIME. IN EVENT OF DISPUTE OVER TIMELY NOTICE, THE BURDEN TO PROVE SERVICE RESTS ON THE APPLICANT. IT IS AN UNFAIR BUSINESS PRACTICE FOR THE SCHOOL TO SELL, DISCOUNT OR OTHERWISE TRANSFER THIS CONTRACT OR PROMISSORY NOTE WITHOUT THE SIGNED WRITTEN CONSENT OF THE STUDENT OR HIS/HER FINANCIAL SPONSORS AND A WRITTEN STATEMENT NOTIFYING ALL PARTIES THAT THE CANCELLATION AND REFUND POLICY CONTINUES TO APPLY." THIS SCHOOL IS LICENSED UNDER CHAPTER 28C.10 RCW; INQUIRIES OR COMPLAINTS REGARDING THIS OR ANY OTHER PRIVATE VOCATIONAL SCHOOL MAY BE MADE TO THE WORKFORCE TRAINING AND EDUCATION COORDINATING BOARD, 128 TENTH AVENUE SW, BOX 43105, OLYMPIA, WASHINGTON 98504; Web: wtb.wa.gov; (360) 753-5662; E-Mail address: wtecb@wtb.wa.gov.

All students must complete and sign the "Debt Acknowledgement Form" which is an integral part of this agreement.

Texas: The refund shall be any amount in excess of the figure derived in step 4 that was paid by the student. Texas Students: Refund policy for students called to active military service: A student of the school who withdraws from the school as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for the program in which the student is enrolled: (a) if tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the program the student does not complete following withdrawal; (b) a grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or

(c) the assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor(s) of the program determine that the student has: (1) satisfactorily completed at least 90% of the required coursework for the program; and (2) demonstrated sufficient mastery of the program material to receive credit for completing the program.

Signature of Student Applicant	Date
Date of Birth:	Age of Student Applicant:
Signature of Parent/Guardian (If applicant is a minor	Date
Print Name of Parent/Guardian	

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