

The Professional Hair Design Academy

3408 Mall Drive
Eau Claire, WI 54701
715-835-2345

ENROLLMENT AGREEMENT

NAME <u>John Doe</u>	SOCIAL SECURITY NO. <u>123-45-6789</u>
ADDRESS <u>123 Main St.</u>	BIRTH DATE <u>01/01/1980</u>
CITY <u>Eau Claire</u>	TELEPHONE NO. <u>715-123-4567</u>
STATE <u>WI</u>	ZIP CODE <u>54703</u>
CAMPUS <u>The Professional Hair Design Academy</u> <small>(Campus)</small>	<u>3408 Mall Drive</u> <small>(Address)</small>
	<u>Eau Claire, WI 54701</u> <small>(City and State)</small>

COURSE Cosmetology (1800 hours) Nail Technology (300 hours) Massage Therapy (630 hours) Instructor Training III (150 hours) Cosmetology Apprenticeship (288 hours) Transfer/Re-Entry Hours as needed

Full Time Student (35 hours a week) Part Time Student (less than 35 hours a week)

Transfer/Re-Entry Student – Hours Accepted: N/A
Hours Contracted with the Institution: 630
Approximate Number of Weeks to Complete Hours Contracted: 45

STUDENT SCHEDULE HOURS:	MON	TUES	WED	THU	FRI	SAT
	9:00a-4:30p		9:00a-4:30p			-
						-

COURSE DATES:
Starting Date 9/11/2023
(Month, Day, Year)
Ending Date 7/22/2024
(Month, Day, Year)

TUITION AND FEES:

Tuition	\$ <u>8,000.00</u>
Registration Fee	\$ <u>100.00</u>
Book and Supply Fee	\$ <u>633.00</u>
Total	\$ <u>8,733.00</u>

Contract Costs and Payment Terms

The above-named student does hereby enroll in the course indicated above. Student and sponsor (if applicable) agree to pay the school the tuition and fees for the program selected according to the approved payment plan stated below. The school may, at its option and without notice, prevent student from attending classes until any applicable unpaid balance or payments are satisfied. The school will charge additional tuition for hours remaining after the contract ending date at the rate of \$12.70 per hour, payable in advance until graduation. The school will charge a registration fee of one hundred dollars (\$100) or fifteen-percent (15%) of the total cost, whichever is less, for students enrolling in or transferring to the school. The school will charge a re-entry fee of one hundred dollars (\$100) or fifteen-percent (15%) of the total cost, whichever is less, to students who have withdrawn and wish to re-enter the school more than thirty (30) days after termination. The tuition rates current at the time of re-entry will apply to the balance of training hours needed for students who re-enroll more than thirty (30) days after the formal withdrawal date unless mitigating circumstances apply. Students are responsible for paying the total tuition and fees and for repaying applicable loans plus interest. There are no prepayment penalties.

1.	TOTAL COST OF THE COURSE	\$ <u>8,733.00</u>
	Less cash down payment	\$ <u>100.00</u>
	Less other considerations	\$ <u>N/A</u>
2.	Unpaid balance	\$ <u>8,633.00</u>
3.	Due on first day of class	\$ <u>8,633.00</u>

Payments may be made by cash, check or credit card. The amount due on the first day of class shown above shall be paid to The Academy as indicated above. (Initial appropriate program below).

WITHDRAWAL, SETTLEMENT AND REFUND POLICY

For applicants who cancel enrollment or students who withdraw from enrollment, a fair and equitable settlement will apply. The following program-specific policies will apply to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure.

INSTITUTIONAL REFUND POLICY FOR STUDENTS IN THE ACADEMY'S COSMETOLOGY, NAIL TECHNOLOGY, COSMETOLOGY APPRENTICESHIP, AND INSTRUCTOR TRAINING III PROGRAMS:

ENROLLEES RIGHT TO CANCEL: Professional Hair Design Academy ("The Academy") is required to inform you of your right to cancel this contract in your principal language, if that is not English, and to give you two (2) copies of the notice of your right to cancel this contract immediately after you sign it.

If a student (or in the case of a student under age, his/her parent or guardian) cancels his/her enrollment before midnight of the third business day after signing of the enrollment agreement/contract, regardless of training received, all monies shall be refunded within ten (10) business days after receiving the notice of cancellation and any financial obligations to the Academy shall be terminated.

You may cancel this agreement by mailing or delivering a notice to Professional Hair Design Academy, 3408 Mall Drive, Eau Claire, WI 54701 before midnight of the third business day after you sign the agreement. "Business day" means any calendar day except Saturday or Sunday, and except the following business holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas. If you wish, you may use this page as that written notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided to you by the school for your records. All classes at the Academy are taught in English. If your principal language is other than English, please inform administration if you would like a copy of this Right to Cancel in your principal language.

The cancellation date will be determined by the postmark on written notification from the enrollee or the date said notification is delivered by the enrollee to the Director of Admissions or School Supervisor at The Professional Hair Design Academy, 3408 Mall Drive, Eau Claire, WI 54701. With respect to any student on an approved leave of absence at the time of withdrawal, the cancellation date shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that he/she will not be returning.

Federal regulations require that any student receiving Federal Financial Aid who is absent for fourteen (14) consecutive calendar days must be dropped from the program. This regulation shall apply to all students; any student who is absent for fourteen (14) consecutive calendar days shall be considered to have constructively withdrawn from the program, unless the student is on an approved leave of absence.

DENIAL OF ADMISSION: An applicant denied admission by The Academy shall be entitled to a refund of all monies paid.

SETTLEMENT POLICY: The student and The Academy agree to the following refund and settlement policy which reflects the actual costs incurred by The Academy. All requests for cancellation and settlement must be made by the student in writing to The Academy.

1. Any student (or in a case of a student under legal age, his/her parent or guardian) who cancels enrollment by midnight of the third business day after signing of the enrollment agreement shall be entitled to a refund of all monies paid to The Academy.
2. Any student (or in a case of a student under legal age, his/her parent or guardian) canceling enrollment after midnight of the third business day after signing of enrollment agreement, but prior to course starting date, shall be entitled to a refund of all monies paid to The Academy, less the \$100.00 Registration Fee, for each course of study.
3. Any student who begins classes (after the three business day cancellation privilege period), the registration fee shall not be refundable. Supplies or equipment purchased but not yet delivered to the student will be credited to the student. A student may, within 15 days of termination or withdrawal tender for reimbursement, equipment in original condition. A student who withdraws or is terminated will be charged a \$100.00 Administrative Fee.

4. If the campus is permanently closed and no longer offering instruction after a student has enrolled, the student shall be entitled to a pro rata refund of tuition.
5. If a course is canceled subsequent to student enrollment, The Academy will provide a refund of all monies paid.

REFUND POLICY: Equipment and textbooks purchased by the student from the school become the full property of the student upon payment. It is the students' responsibility to purchase and maintain all equipment and textbooks required for the course.

Higher Education Act (HEA) defines "a fair and equitable refund policy" as a policy that provides for a refund in the amount of at least the largest of the amounts provided under:

1. Applicable State Law, if any.
2. Institution nationally recognized accrediting agency, approved by the secretary of the Department of Education. For students who enroll in and begin classes, the following schedule of tuition adjustment is authorized. The criteria on which a student refund will be calculated, as set forth in the table below, is based on the student's scheduled hours. In no case will a student receive a refund less than the refund required by law.

For students who enroll and begin classes but withdraw prior to course completion (after three business days of signing enrollment agreement), the following schedule of tuition earned by the school applies. All refunds are based on scheduled hours.

Percentage of Scheduled Time Enrolled to Total Course / Program	Total Tuition Institution Shall Receive / Retain
0.01% to 4.9%	20%
5% to 9.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and over	100%

3. Non-Title IV students are subject to the applicable State refund policy only, if any.
4. Veterans receiving Department of Veterans Affairs benefits are refunded according to the requirements of 38 CFR 21.4255.

Our institution will calculate the amount of Title IV aid earned based on payment periods. Refunds will be calculated by the enrollment period. Students are obligated for any tuition, fees, books or equipment not covered by Title IV funds.

In case of termination by The Academy, the termination date will be determined by the date of postmark on written notification by Professional Hair Design Academy to the student which shall occur no more than 30 days from the last day of physical attendance, or in the case of a leave of absence, the documented date of return.

All refunds will be calculated based on the student's last date of attendance. Any monies due the applicant or the student shall be refunded within thirty (30) days of a determination that a student has withdrawn, whether officially or unofficially.

No change to or representation regarding this refund policy shall be recognized unless in writing and signed by all parties.

Any collection agency procedures reflect good taste and sound, ethical business practices. Collection correspondence regarding cancellation and settlement from The Academy itself, banks, collection agencies, lawyers, or any other third parties representing The Academy clearly will acknowledge The Academy Withdrawal and Settlement Policy. If promissory notes or contracts for tuition are sold or discounted to third parties, the third party shall comply with the Withdrawal and Settlement Policy of The Academy.

INSTITUTIONAL REFUND POLICY FOR STUDENTS IN THE ACADEMY'S MASSAGE THERAPY PROGRAM:

A student will receive a full refund of all money paid if:

1. The student cancels enrollment within three business days of signing an enrollment agreement;
2. The student accepted was unqualified, and the institution did not secure a disclaimer under SPS 409.04; or
3. The school procured the student's enrollment as the result of any false representation in the written materials used by the school or in oral representations made by or on behalf of the school.

Refunds will be made within ten (10) business days of cancellation.

A student who withdraws or is dismissed after more than three business days has passed since the student signed an enrollment agreement, but before completing 60% of the scheduled units of instruction in the current enrollment period, shall be entitled to a pro rata refund, less any amounts owed by the student for the current enrollment period. Pro rata refund shall be determined as the number of units remaining after the last unit completed by the student, divided by the total number of units in the enrollment period, rounded downward to the nearest ten percent. Pro rata refund is the resulting percent applied to the total tuition and other required costs paid by the student for the current enrollment period. For purposes of display, a student who withdraws or is dismissed after attending at least one class, but before completing 60% of the scheduled instruction in the current enrollment period, is entitled to a pro rata refund as follows:

At least:	But Less Than:	Refund of Tuition:
1 unit/class	10%	90%
10%	20%	80%
20%	30%	70%
30%	40%	60%
40%	50%	50%
50%	60%	40%
60%	No	No refund

This policy applies to all terminations for any reason, by either party, including student decision, course or program cancellation or school closure. In the event of school closure or program cancellation, the Academy will allow completion for those currently attending. In the event that allowing for completion is not practicable, a pro rata refund will be made to the student.

As part of this policy, the Academy may retain a one-time registration fee of \$100. The Academy will make all efforts to refund prepaid amounts for books, supplies and other charges unless the student has consumed or used those items and they can no longer be used or sold to new students, or returned by the school to the supplier.

Refunds shall be paid within 40 days after the effective date of termination. A student who withdraws or is terminated will be charged a \$100 Administrative Fee.

If a student withdraws after completing 60% of the potential units of instruction in the current enrollment period, and withdrawal is due to mitigating circumstances, the Academy may refund a pro rata amount. Mitigating circumstances are those that directly prohibit pursuit of a program and are beyond the student's control.

Notice of withdrawal is not required to be in writing, on or in any particular form, or delivered in a specific manner. If any student is absent from school for fourteen (14) consecutive calendar days, he/she will be considered to have provided constructive notice of an intention to withdraw from the program, and refunds will be based on the student's last day of attendance.

The Academy's obligation to comply with this refund policy is not conditional upon compliance with the Academy's rules of conduct or other institutional regulations.

All or a portion of any funds due may be paid to sponsors furnishing grants, loans, scholarships or other financial aids to students, in conformity with federal and state laws, regulations and rules and requirements of financial aid sponsors. After any disbursements to financial aid sponsors have been made, the student shall receive the balance, if any, of the amount due under the refund policy.

Graduation Requirements:

An 80% grade average and an 80% attendance average are required for graduation from any program at The Professional Hair Design Academy. Students are evaluated on theory and practical. All work must be completed to graduate.

The following are required to graduate from any program:

1. Program required hours have been successfully completed.
2. All assignments, including tests and projects must be completed.
3. 80% attendance and 80% GPA
4. All Tuition and Fees agreed upon per the enrollment agreement must be completed or other arrangements made. All over contract fees must be paid in full.
5. Each student shall complete the required number of clinic assignments during respective clinical training periods, even though successful completion of this requirement may in fact cause the student's training to exceed the contract hours for the respective program.

If at any time during the course, The Academy determines in its sole discretion that the student cannot meet the education standards of The Academy, The Academy reserves the right to terminate the student's training. All unused portions of the tuition will be refunded or settled in accordance with the refund and settlement.

- The Academy cannot guarantee employment of its graduates. It can only aid in providing information relative to available positions.
- **BREACH OF CONTRACT:** Student does hereby agree to obey the Rules, Regulations, Policies and Procedures of The Academy including those which are new and adopted during the course of the student's education. Failure to do so, as well as failure to meet all financial obligations to The Academy, may at the sole discretion of The Academy, result in suspension or termination of the student. Student may request reinstatement by written letter to The Professional Hair Design Academy.

- A. PRIOR FULL PAYMENT. The student shall pay a \$100.00 Registration Fee upon signing the Enrollment Agreement. The book and supply fee (\$ 633.00) and tuition (\$ 8,000.00) shall be paid in full on or before orientation day.
- B. OTHER The Professional Hair Design Academy Approved Payment Program. (Payment addendum must be completed.)
- C. FINANCIAL AID PROGRAM: The student shall pay the Registration Fee (\$ 100.00) upon signing the Enrollment Agreement. Funds will be disbursed by payment period. The total tuition will be paid by equal payment periods.
NOTE: The student using Title IV funds (financial aid) only receives Title IV funds if the student is making satisfactory progress, or has been placed on academic warning.

GENERAL TERMS OF AGREEMENT

The School:

- Shall provide programs of study that meets minimum curriculum requirements as prescribed by the state regulatory agency.
- May change kit contents, textbooks, dress code, curriculum, teaching materials or educational methods at its discretion.
- Will grant a diploma of graduation upon completion of all Graduation Requirements as stated at the end of this Agreement.
- Will assist graduates in finding suitable employment by posting area employment opportunities and teaching Job Readiness classes, but placement is **not guaranteed**.
- May terminate a student's enrollment for noncompliance with General Policies, this contract, or State Laws and Regulations; Improper conduct or any action which causes or could cause bodily harm to a client, a student, or employee of the school; willful destruction of school property; and theft or any illegal act.

The Student:

- Agrees to pay applicable school and state fees and provide all required registration paperwork in a timely manner.
- Agrees to comply with all Standards of Conduct, General Policies, State Laws and Regulations, and educational requirements including clinic assignments.
- Agrees not to refuse to perform client services or other program requirements.
- Agrees to provide all financial aid documents, if applicable, in the designated time frame.
- Agrees to comply with the school's dress code at all times and project a professional image representative of the cosmetology and image industry.
- Agrees to comply with the assigned schedule for the applicable program of study which may change from time to time at the discretion of the school.
- Agrees to attend theory class as scheduled for the duration of the course of study regardless of whether all required tests have been taken and passed.
- Understands that if he/she is a Title IV financial aid recipient, minimum attendance and grade requirements must be maintained for satisfactory academic progress; failure to comply will result in loss of eligibility for financial aid according to the policy found in the catalog.
- Understands that he/she is responsible for state licensing exam fees and other examination or licensing related expenses.

COMPLETION OF THE COURSE. All above programs must be completed by the ending date as stated above. Students shall attend classes on a regular basis, WHICH MAY INCLUDE EVENING HOURS AND SATURDAYS, as scheduled by The Academy. The school is closed on Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and New Year's Day. The school is closed the week between Christmas Day and New Year's Day. The completion period may include such legal holidays and closure periods. Students who do not complete the requirements for graduation by the ending date stated above will be charged per hour according to the contracted rate of tuition as stated on the first page of this Agreement, until graduation requirements are fulfilled. The undersigned has read and understands the Enrollment Agreement in its entirety and has received and read The Academy Course Catalog 06-2023, and hereby enrolls in the course indicated above upon the terms and conditions set forth herein.

NOTICE TO STUDENT AND ACKNOWLEDGEMENT: THIS FOUR (4) PAGE AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN THE STUDENT AND THE SCHOOL WHEN SIGNED BY ALL APPLICABLE PARTIES AND UPON ACCEPTANCE BY THE SCHOOL. BY SIGNING BELOW, THE STUDENT AND SPONSOR (IF APPLICABLE) CERTIFY THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE TERMS OF THIS ENROLLMENT AGREEMENT AND THAT THE INSTITUTION'S CANCELLATION AND REFUND POLICIES HAVE BEEN CLEARLY EXPLAINED TO THEM. BY SIGNING BELOW, THE STUDENT AND SPONSOR (IF APPLICABLE) ALSO CERTIFY THAT THEY HAVE RECEIVED TWO (2) COPIES OF THIS FULLY EXECUTED AGREEMENT. THE SCHOOL RESERVES THE RIGHT TO CHANGE START DATES BASED ON CLASS ENROLLMENT, STAFF AVAILABILITY AND OTHER CONSIDERATIONS.

Date

Signature of Student

Date

Authorized Signature of The Academy

GUARANTOR: IN consideration of the enrollment of the student by The Academy, I jointly and severally guarantee unconditionally the payments of the total cost of the course. If student is under 18 years of age, guarantor (parent) must sign.

N/A
Date

N/A
Signature of Guarantor (Parent)

N/A
Date

N/A
Authorized Signature of The Academy