

English Language Institute
210 Post Street, Suite 518
San Francisco, CA 94108

ENROLLMENT AGREEMENT

Student Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies and; (b) an information sheet explaining the course and important information about the school. Immediately upon signing this agreement, you will be given a copy of it to keep.

This agreement is for an **English as a Second Language/TOEFL TEST Preparation/University Preparation** course (circle one).

Start Date: _____

Scheduled Completion Date: _____

(determines I-20 length and qualification for grace period)

Original Period of Financial Obligation _____ weeks. (52 week maximum)
(resets with each additional tuition payment—see example in refund information below)

Date by which you must request a refund to receive a 100% refund minus the application fee and/or the housing placement fee : _____ (one week from first day of school)

STUDENT'S RIGHT TO CANCEL. You have the right to cancel the enrollment agreement and get a refund. The institution, for all students, without penalty or obligation, shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred and fifty dollars (\$250), if the notice of cancellation is made prior to or on the first day of instruction or the seventh day after enrollment whichever is later.

Cancellation shall occur when you give written notice of cancellation at the address of the Institution shown on the top of this Agreement. You can do this by mail, hand delivery, or email. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage prepaid.

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.

REFUND INFORMATION. You may withdraw from the program through 60% of your period of financial obligation and receive a prorated refund for the unused portion of the tuition. Your period of financial obligation is indicated on your enrollment agreement. After you study for 60% of your period of financial obligation, no refund is available. For example, if you enrolled for and paid for 12 weeks of study (48 class days of financial obligation), you could withdraw and receive a prorated refund through the first day of the 8th week (29 class days of financial obligation). After the first day of the 8th week there would be no refund available ($29/48 = 60.4\% = \text{over } 60\%$ of period of financial obligation). If after your original 12 weeks you extended your studies for 4 additional weeks and paid tuition for these 4 weeks (16 class days of financial obligation), you could withdraw and receive a prorated refund through the first day of the 3rd week (9 class days of financial obligation). After the first day of the 3rd week there would be no refund available ($10/16 = 62.5\% = \text{over } 60\%$ of period of financial obligation).

Prorated refunds are calculated by the day based on your last day of attendance. The daily refund amount is [REDACTED]. Refunds will be paid within 45 calendar days of your withdrawal. Refunds can only be paid to the person or company from whom the funds originated and in the form of the original payment. The application fee is nonrefundable. If you received a discount for enrolling in and paying for a set number of weeks in advance and withdraw early, your discount will be deducted from the amount refunded. You lose the discount if you withdraw early after one or more weeks of enrollment. Commission paid to agencies is also deducted from the refund amount.

Failure to comply with school policies such as attendance or academic progress can result in automatic withdrawal. If it becomes necessary for the school to automatically withdraw you from our program, the refund policy above will be used to calculate your refund. Any refund due will be paid within 45 days of your automatic withdrawal.

If the school cancels or discontinues a course or educational program in which you are enrolled before your start date, the school will make a full refund of all charges paid for that program. If the school cancels or discontinues a course or educational program in which you are enrolled after your start date, the school will make a full refund of all unused charges paid for that program.

Application Fee (\$100 - STRF Assessment) (Nonrefundable)	\$ [REDACTED]
STRF Assessment \$.00 for every \$1000 of Institutional Charges (Nonrefundable)	\$ [REDACTED]
Textbook (Nonrefundable)	\$ [REDACTED]
Housing Placement Fee (Nonrefundable)	\$ [REDACTED]
Tuition (Prorated upon course withdrawal)	\$ [REDACTED]
TOTAL CHARGES	\$ [REDACTED]

THE TOTAL CHARGES FOR THIS PERIOD OF ATTENDANCE ([REDACTED] WEEKS) IS \$ [REDACTED]. THE TOTAL THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT IS \$ [REDACTED] "ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM IS \$ [REDACTED] FOR THE FIRST [REDACTED] WEEK SESSION AND \$ [REDACTED] FOR EACH ADDITIONAL [REDACTED] WEEK SESSION. 1 Week = [REDACTED] hours of class + [REDACTED] hours optional after-school classes.

Housing fees paid \$ [REDACTED] (This amount goes to a third-party housing agency)

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.

[REDACTED]
Date

[REDACTED]
Signature of Student

I certify that the institution has met the disclosure requirements of the new Private Postsecondary and Vocational Education Reform Act, effective January 1, 1998.

ACKNOWLEDGED AND ACCEPTED:

[REDACTED]
Date

[REDACTED]
Signature & Title of Institution Official

If you obtain a loan to pay for an educational program, you will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If you are eligible for a loan guaranteed by the federal or state government and you default on the loan, both of the following may occur:

- (1) The federal or state government or a loan guarantee agency may take action against you, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
- (2) You may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

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

STUDENT TUITION RECOVERY FUND-- The STRF Assessment is included in your application fee. The assessment equals \$.00 for every \$1000 of institutional charges you pay to the school.

"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 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:

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."

(b) In addition to the statement described under subdivision (a) of this section, a qualifying institution shall include the following statement on its current schedule of student charges:

"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 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 costs.
4. There 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.

Note: Authority cited: Sections 94803, 94877 and 94923, Education Code. Reference: Section 94923, Education Code.

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, license examination passage rates, 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, 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 Initial and Date

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, Web site: www.bppe.ca.gov E-mail: bppe@dca.ca.gov Toll Free: (888) 370-7589 Main 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

You may also direct problems with the school to our accreditation agency ACCET phone: 202-955-1113 or email: jhendrickson@accet.org or to the BPPE at bppe@dca.ca.gov or (888) 370-7589

**"NOTICE CONCERNING TRANSFERABILITY OF CREDITS
AND CREDENTIALS EARNED AT OUR INSTITUTION"**

"The transferability of credits you earn at English Language Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the Certificate of Completion you earn in the English as a Second Language or TOEFL Preparation Course is also at the complete discretion of the institution to which you may seek to transfer. If the Certificate of Completion 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 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 English Language Institute to determine if your Certificate of Completion will transfer."

English Language Institute – San Francisco and San Diego, CA CALENDAR YEARS 2015 and 2016

The California Private Postsecondary Education Act (CPPEA) of 2009, which was effective January 1, 2010, requires under section 94910 of CPPEA that a school provide information for each program offered in regards to, completion rates, placement rates, licensure exam passage rates, and salary/wage information. The following information is data compiled from January 1, 2015 to December 31, 2016.

Completion Rate English as a Second Language Program (2592 hour program) (includes data for the two calendar years prior to reporting)

Calendar Year	Number of Students Who Began the Program	Students Available for Graduation	Number of On-time Graduates	On-time Completion Rate
2015	435	435	380	87%
2016	459	459	382	83%

Completion Rate TOEFL Preparation Program (216 hour program) (includes data for the two calendar years prior to reporting)

Calendar Year	Number of Students Who Began the Program	Students Available for Graduation	Number of On-time Graduates	On-time Completion Rate
2015	13	13	11	84%
2016	41	41	33	80.5%

Student's Initials: Date:
Initial only after you have had sufficient time to read and understand the information

Cost of Educational Program

Total Charges for the program for students completing on-time in 2017: \$810 for 1st 4 weeks. \$177.5 for each additional week (highest possible price).

Total Charges may be higher for students that do not complete on-time.

Student's Initials: Date:
Initial only after you have had sufficient time to read and understand the information

Placement Rates: We do not offer job placement as our students are not eligible for employment in the USA.

Student Initials and date [redacted] Initial only after you have had sufficient time to read and understand the information

License Examination Passage Rates: We do not offer job placement and therefore our students do not take any state licensing exams.

Student Initials and date [redacted] Initial only after you have had sufficient time to read and understand the information

Salary and Wage Information: Our students are not eligible for employment in the USA, so we cannot provide any wage or salary information.

Student Initials and date [redacted] Initial only after you have had sufficient time to read and understand the information

Students at English Language Institute are not eligible for federal student loans. The U.S. Department of Education has determined that this institution does not meet the criteria that would allow its students to participate in federal student aid programs.

"This fact sheet is filed with the Bureau for Private Postsecondary Education. Regardless of any information you may have relating to completion rates, placement rates, starting salaries, or license exam passage rates, this fact sheet contains the information as calculated pursuant to state law."

"Any questions a student may have regarding this fact sheet 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, Web site: www.bppe.ca.gov E-mail: bppe@dca.ca.gov Toll Free: (888) 370-7589 Main Fax: (916) 263-1897."

Please sign and date this School Performance Fact Sheet to show that the information was provided to you.

Date [redacted]

Name (please print) [redacted]

Signature [redacted]

The following are the definitions for the Performance Fact Sheet:

“Number of Students Who Began the Program” means the number of students who began a program who were scheduled to complete the program within 100% of the published program length within the reporting calendar year and excludes all students who cancelled during the cancellation period.

“Students Available for Graduation” is the number of students who began the program minus the number of students who have died, been incarcerated, or been called to active military duty.

“Number of On-time Graduates” is the number of students who completed the program within 100% of the published program length within the reporting calendar year.

“On-time Completion Rate” is the number of on-time graduates divided by the number of students available for graduation.

“150% Graduates” is the number of students who completed the program within 150% of the program length (includes on-time graduates).

“150% Completion Rate” is the number of students who completed the program in the reported calendar year within 150% of the published program length, including on-time graduates, divided by the number of students available for graduation.

“Graduates Available for Employment” means the number of graduates minus the number of graduates unavailable for employment.

“Graduates Unavailable for Employment” means the graduates who, after graduation, die, become incarcerated, are called to active military duty, are international students that leave the United States or do not have a visa allowing employment in the United States, or are continuing their education in an accredited or bureau-approved postsecondary institution.

“Graduates Employed in the Field” means graduates who beginning within six months after a student completes the applicable educational program are gainfully employed, whose employment has been reported, and for whom the institution has documented verification of employment. For occupations for which the state requires passing an examination, the six months period begins after the announcement of the examination results for the first examination available after a student completes an applicable educational program.

“Placement Rate Employed in the Field” is calculated by dividing the number of graduates gainfully employed in the field by the number of graduates available for employment.

“Number of Graduates Taking Exam” is the number of graduates who took the first available exam in the reported calendar year.

“First Available Exam Date” is the date for the first available exam after a student completed a program.

“Passage Rate” is calculated by dividing the number of graduates who passed the exam by the number of graduates who took the reported licensing exam.

“Number Who Passed First Available Exam” is the number of graduates who took and passed the first available licensing exam after completing the program.

“Salary” is as reported by graduate or graduate’s employer.

“No Salary Information Reported” is the number of graduates for whom, after making reasonable attempts, the school was not able to obtain salary information.