

# UNITED TRUCK DRIVING SCHOOL

## ENROLLMENT AGREEMENT

2438 S. West Ave, Fresno CA 93706

### PLEASE PRINT OR TYPE

☐ New Student

☐ Re-Entry Student

Applicant Legal Name \_\_\_\_\_

(First)

(Middle)

(Last)

Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Driver's License / ID No. \_\_\_\_\_

Home Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax No. \_\_\_\_\_

### A. EDUCATIONAL SERVICE

Program Truck Driving Program

Total Quarter Credit Hours / Clock Hours N/A / 160

Enrollment Agreement Period: 1 2 3 4 **QUARTERS** Start Date \_\_\_\_\_ Scheduled Completion Date \_\_\_\_\_

Approximate No. of Weeks 4-6

Hours are from 8:00 A.M. to 5:00 P.M. on the following days of the week: ☒ Mon ☒ Tues ☒ Wed ☒ Thurs ☒ Fri ☐ Sat ☐ Sun

### B. ITEMIZATION & TOTAL TUITION FEES

Registration Fee	\$ 100.00	Non-Refundable
Drug Screen	\$ 50.00	Non-Refundable
DOT Physical	\$ 70.00	Non-Refundable
DMV Permit	\$ 75.00	Non-Refundable
DMV Printout	\$ 5.00	Non-Refundable
Student Tuition Recovery Fund Fee	\$ <u>0</u>	Non-Refundable (\$.00 for every \$1,000 rounded to the nearest \$1,000)
Tuition	\$ _____	Prorated upon withdrawal. Refer to refund policy provision within this Agreement.

**TOTAL CHARGES FOR THE CURENT PERIOD OF ATTENDANCE**

\$ \_\_\_\_\_

**ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM**

\$ \_\_\_\_\_\*

**THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT**

\$ \_\_\_\_\_

**\*YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE TO REPAY THE FULL AMOUNT OF THE LOAN PLUS ANY INTEREST; LESS THE AMOUNT OF ANY REFUND.**

**Additional Fees, as applicable:** Transcript Fee: 5, Return Check Fee: \$35, Bus Tokens \$1.00 per token

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE SCHOOL CATALOG AND SCHOOL PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

**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.**

Signature of Student \_\_\_\_\_

Date \_\_\_\_\_

Signature and Title of School Official Accepting Enrollment \_\_\_\_\_

Date \_\_\_\_\_

**BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.**

Revision Date: January 1, 2019

Page 1 of 4 \_\_\_\_\_ (Initial)

---

## C. PAYMENT

### STUDENT AGREES TO PAY ABOVE SPECIFIED FEES AS FOLLOWING:

• **Cash** \$ \_\_\_\_\_

☐ **Sponsor** \$ \_\_\_\_\_ Sponsor Name: WIOA FRESNO, WIOA MADERA, PROTEUS, REHAB, MORNING STAR \_\_\_\_\_

☐ **Check** \$ \_\_\_\_\_ Check Number: \_\_\_\_\_

**BALANCE DUE** \$ \_\_\_\_\_

Timing of Payments: Total amount due before graduation \_\_\_\_\_.

Consumer Loan Agreements: United Truck Driving School does not loan students funds to attend school. Students may voluntarily choose a Third Party Private Lending Institution to receive a loan to pay for the cost of A.C.B.S. programs. The third party lender is responsible to provide all disclosures to students according to the Truth in Lending Act of Title 15 of the United States Code.

---

## D. REFUND POLICY

### STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro-rated refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: \_\_\_\_\_  
Date

2. Cancellation may occur when the student provides a written notice of cancellation at the following address: United Truck Driving School, 4525 E. Commerce Ave, Fresno, CA 93725. This can be done by mail or by hand delivery.
3. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
4. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
5. If the Enrollment Agreement is cancelled the school will refund the student any money he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

### WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

**BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.**  
**Revision Date: January 1, 2019**

**Page 2 of 4 \_\_\_\_\_ (Initial)**

## E. UNDERSTANDINGS

INITIAL

1. **Catalog:** Information about United Truck Driving School is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. United Truck Driving School reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in United Truck Driving School, the Student agrees to abide by the terms stated in the catalog and all school policies. ☐
2. All instruction takes place at 4525 E. Commerce Ave, Fresno CA 93725.
3. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at United Truck Driving School is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in **TRUCK DRIVING** program is also at the complete discretion of the institution to which you 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 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 United Truck Driving School to determine if your certificate will transfer. ☐
4. **Placement Assistance:** Placement assistance is provided. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate. ☐
5. **Limited English Speakers:** If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language. ☐
6. **Questions:** 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, Ste 225, Sacramento, CA 95834, P.O. Box 980818, West Sacramento, CA 95798-0818, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897, (916) 574-8900 or by fax (916) 263-1897. ☐
7. **Complaints:** A student or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary 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. ☐
8. **Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement. ☐
9. **Loan:** If a 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: ☐
  - a. 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.
  - b. 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.
10. **Student Tuition Recovery Fund Payment:** 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, 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.

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.

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.

### NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

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.

Initial

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.