Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_ ZIP\_\_\_\_\_\_\_\_\_\_\_\_

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

E-mail Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS# \_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_ Dr. License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_

**Start Date: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ Expected Graduation: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_**

**Class Hours: 🞎 Day:** 8:30am to 1:30pm **🞎 Eve:** 5:30 pm to 10:30pm **Class Schedule:**  Monday through Thursday

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**This Enrollment Agreement (“Agreement”) is a legally binding contract between Florida Vocational Institute (the “School”) and me (the “Student”).**

**A diploma will be awarded if I complete my program and comply with all of the requirements of the School.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Program of Study** | **Total Tuition** | **Registration Fee** | **Back-ground Check** | **Books & Supplies** | **\*Other Cost** | **Cert. Exam** | **Total Cost** |
| **□ Nursing Assistant/Home Health Aide**, Diploma, 180 Clock Hours, 9 Instructional Weeks (1) Term  **(Use Only for Full Program Enrollment)** | **$920** | **$50** | **$9** | **$110** | **$0** | **$0** | **$1,089** |
| **□ Nursing Assistant/Home Health Aide**, Diploma, \_\_\_\_\_\_ Clock Hours, \_\_\_\_ Instructional Weeks & \_\_\_\_ Terms **(Use Only for Transfer Credit or Re-Enrollment)** | **\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_** |

**TOTAL TUITION & FEES FOR THE**

**Tuition: $ 920.00 Other Cost: $ 0.00**

**Registration Fee: $ 50.00 Total Charges for First Term $ 1,089.00**

**Books & Supplies $ 110.00 Deposit Paid $ \_\_\_\_\_\_\_**

**Background Check fee: $ 9.00 BALANCE DUE $ \_\_\_\_\_\_\_**

**TUITION AND OTHER COSTS**: The total tuition and other costs are shown above. A student will be charged for the entire program and become payable on the first day of class. The student budget sheet is used to outline the method that will be used to pay all costs the student will incur. Tuition is charged on the first day of class. In the event that a student’s enrollment is terminated before the end of the program, the tuition charged may require adjustment in accordance with the School’s refund policy as stated in this Enrollment Agreement All other fees and charges are non-refundable when the applicable service or item is provided to the student. Payment for tuition and fees may be made by cash, check, and credit card and/or by federal or state financial aid sources. If the student maintains continuous enrollment in her / his program of study, and upon the request of the student and the approval of the School, the student may be approved for additional instructional time for the completion of all program requirements beyond the above stated expected graduation date. The student will be charged tuition for the additional instructional hours based on same tuition rate as stated above. Students who are dismissed from the School for any reason and who wish to re-enroll, must be approved for re-admission, satisfy the current requirements for admission and sign a new enrollment agreement. The new enrollment agreement will reflect the then current tuition and fees rate for the remaining period of enrollment.

**PAYMENT DUE DATES**: All tuition and fees that may become due are described in this Agreement except for potential incidental costs related to educational supplies.   All amounts due under this Enrollment Agreement must be paid on or before their due date, unless the student and Florida Vocational Institute expressly agree in writing to defer the due date of a payment, in which case payment of interest or a service charge may be required.  Any written agreement to defer the due date of a payment shall be a part of this Enrollment Agreement.

**CANCELLATION or TERMINATION By The School:** The School may terminate the enrollment of a student who: 1) fails to maintain passing grades, satisfactory attendance, or satisfactory progress; 2) fails to pay tuition and fees on time; 3) fails to disclose a felony; 4) maliciously destroys, damages, or steals from the School, staff or other students (the student may also be held liable for the costs of repair or replacement as a result of such action); 5) engages in improper or unlawful conduct; 6) brings discredit to the School; or 7) engages in behavior that interferes with the educational process, or the human or civil rights of another student(s) or staff member(s).

**CURRICULUM, CLASS SCHEDULES & CHANGES:** The School reserves the right to cancel any class, change the scheduled time of classes, substitute instructors, and revise or add classes or programs as conditions demand. Classes without a sufficient number of students may be consolidated, canceled, or rescheduled; however, courses required for graduation will be offered during the period of time for which the student is enrolled per the Enrollment Agreement. The School reserves the right to make curriculum changes as it deems appropriate. These changes may be based on recommendations of the program’s advisory boards, requirements of the Department of Education, Florida’s Commission for Independent Education (CIE) or the Council on Occupational Education (COE), the needs of employers or the School’s professional judgment. If the School revises the start date of any program or cancels any program, applicants for that program have the option of having all fees and prepaid tuition refunded, or the student may elect to attend the program at the revised start date. The maximum possible delay for a start date is fifteen (15) class days, after which time School will refund all fees and prepaid tuition to those students who are not able to begin their program. Classes on campus are generally scheduled between 9:00am and 10:00pm, Monday through Friday, except any instructional week which contains a scheduled school holiday, in which case, class may also be scheduled on a Friday.The scheduling of externship courses may be at times other than normal School hours, including evenings and weekends. Class schedules may change each Term.

**CONSUMER INFORMATION:** For more information about the School’s graduation rates, the median debt of students who completed the program, and other important information, the student should visit the School’s website at http://www.fvi.edu. See the “Consumer Information” tab on the website.

**PROOF OF HIGH SCHOOL GRADUATION:** The student must be a high school graduate or possess the recognized equivalent of a high school diploma. The student must provide documentation of graduation from high school or School in the form of a valid high school diploma or higher earned degree, transcript, or other acceptable official documentation which confirms that the student meets or exceeds the academic achievement equivalent to a high school diploma in the US. All documents from foreign countries must also be translated into English and evaluated to be equivalent or higher than a USA high school diploma by a credential evaluation service. The applicant for the Nursing Assistant/Home Health Aide program who lacks a high school diploma or equivalent must pass a Scholastic Level Exam (SLE) with a score of 11 or higher to qualify for admission. **Note:** **Nursing Assistant/Home Health Aide program is not a Title IV, HEA eligible program.**

**TRANSFER OF CREDITS:** FLORIDA VOCATIONAL INSTITUTE CREDITS MAY NOT TRANSFER TO OTHER INSTITUTIONS. IF YOU INTEND TO TRANSFER CREDITS TO A SCHOOL, PLEASE RESEARCH WHETHER THE SCHOOL TO WHICH YOU INTEND TO TRANSFER WILL ACCEPT FVI CREDITS. FLORIDA VOCATIONAL INSTITUTE DOES NOT GUARANTEE THAT IT WILL ACCEPT CREDITS EARNED AT ANOTHER SCHOOL. PLEASE CHECK WITH THE REGISTRAR IF YOU INTEND TO TRANSFER CREDITS INTO ANOTHER FLORIDA VOCATIONAL INSTITUTE PROGRAM.

**EMPLOYMENT ASSISTANCE:** Employment assistance services are available to students and graduates interested in securing employment while attending school and after graduation. FLORIDA VOCATIONAL INSTITUTE DOES NOT GUARANTEE EMPLOYMENT OR A SPECIFIC SALARY TO ANY STUDENT OR GRADUATE

**GRADUATION REQUIREMENTS:** A diploma will be awarded when the student has: 1) Accumulated, with passing grades as defined in the School’s Catalog, Earned the required number of contact or clock hours within the student’s program of study; 2) Achieved a Cumulative Grade Point Average (CGPA) of at least 2.0; 3) Completed the program within 1.5 times the program’s length as published in the Standards of Academic Progress policy in the School’s Catalog; 4) Verified satisfactory completion of all program requirements for graduation with the Program Director, Registrar, Director of Financial Aid, and Director of Career Services 5) Returned any School property including books and equipment, and 6) Satisfied all financial obligations with the School.

**GRIEVANCE PROCEDURE:** Florida Vocational Institute is committed to helping each student achieve his or her goals. The School is sensitive to the concerns of its students. Any student wishing to express a grievance or complaint should consult the School Catalog for further information on the procedures for filing and resolving a grievance or complaint. Issues remaining unresolved at the campus level may be directed to the Florida’s Commission for Independent Education (CIE), Department of Education, 325 West Gaines Street, Suite 1414 Tallahassee, FL 32399, [www.fldoe.org/cie](http://www.fldoe.org/cie), (888) 224-6684 or the Council on Occupational Education (COE), 7840 Roswell Road, Building 300, Atlanta, GA 30350, [www.council.org](http://www.council.org), (800) 917-2081.

**REFUND AND CANCELLATION POLICIES:** If an applicant/student cancels or withdraws or is terminated by Florida Vocational Institute for any reason, refunds will be made according to Florida Vocational Institute Refund Policy (see below).

If a refund is due the student, it will be paid within 30 days of the date that the student either officially withdraws or Florida Vocational Institute determines that the student has withdrawn. All refunds will be based on the scheduled clock hours of class attendance through the student’s last day of class attendance. Upon receipt of the refund, the student agrees that its receipt constitutes a full and complete release of Florida Vocational Institute from any and all liabilities**.** All governmental and agency refunds will be made within the required time limits of the funding agency.

**CANCELLATION / REJECTION POLICY:** Florida Vocational Institute will refund all monies paid by an applicant who is rejected for enrollment by the School, or who enrolls in a program that the School cancels, or who cancels in writing within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) of signing the enrollment agreement.

**TUITION REFUND POLICY**: A student wishing to officially withdraw should inform Florida Vocational Institute in writing at least five calendar days, but no more than thirty calendar days, in advance of withdrawal. A student who returns to Florida Vocational Institute after withdrawing must sign a new enrollment agreement and will be subject to the then-current price of tuition. A student’s last date of attendance as documented by Florida Vocational Institute will be used to calculate any money the student owes and to calculate any refund the student is due. Student refunds are based on the formula below

**Student’s**

**Initials Here: \_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Proportion of Total Term Taught Tuition Due for the Term**

40% or Less Pro-Rata

40.01% up to and including 50% 50%

More than 50% 100% / No Tuition Refund

**CERTIFICATION, REGISTRATION, AND LICENSING:** Florida Vocational Institute does not guarantee that a student who completes his or her program will pass certification, registration, or licensing tests. A student’s eligibility to sit for specific certifications is determined by the certifying entity, and students may not be eligible to sit for all certifications. A student who elects to pursue additional testing is responsible for the costs of those tests. If the student believes he/she can be certified, registered or licensed without attending Florida Vocational Institute, it is the student’s responsibility to seek out the applicable information. The School is not responsible for providing information on all of the options for certification, registration or licensing.

SEVERABILITY: If any court of competent jurisdiction or governmental or accrediting agency determines that any provision of this Enrollment Agreement is invalid or unenforceable, such judgment shall not invalidate any other provision of this Enrollment Agreement. Instead, such provision shall be presumed revised so that it is valid, assuming such revision is possible while maintaining the benefits of each party anticipated by this Enrollment Agreement

**BINDING INDIVIDUAL ARBITRATION AND WAIVER OF JURY TRIAL:**

**Please read this carefully. It affects your rights.**

Any disputes, claims, or controversies between me and Florida Vocational Institute, no matter how described, pleaded or styled, arising out of or relating to this Enrollment Agreement, my recruitment, enrollment, or attendance at Florida Vocational Institute, the education provided by Florida Vocational Institute, Florida Vocational Institute’s billing, financial aid, disbursement of funds, career service assistance, or any other claim relating in any manner to my relationship with Florida Vocational Institute that is not resolved in accordance with the Grievance Procedure for Student Complaints published in Florida Vocational Institute’s catalog, shall be resolved by binding arbitration under the Federal Arbitration Act. In addition, any dispute as to the arbitrability of a particular issue or claim or the validity of this Enrollment Agreement shall be resolved through arbitration. For purposes of this arbitration provision, the terms “Florida Vocational Institute,” “you,” “yours,” “School,” or “School” means Florida Vocational Institute, its predecessors in interest, successors, assigns, parents, subsidiaries, divisions, and affiliates (“the Florida Vocational Institute Entities”), and each of the Florida Vocational Institute Entities’ owners, shareholders, partners, members, officers, directors, employees, agents, representatives, heirs, executors, administrators, attorneys, insurers, and all persons acting by, through, under, or in concert with them, as well as any subsequent holders of this Enrollment Agreement. I understand that Florida Vocational Institute is a trade name owned by Florida Vocational Institute, Corp. and that the definition of the terms ““you, yours, and School” encompasses Florida Vocational Institute, Corp. The terms “I”, “me”, and “my” mean the Buyer and any Co-signer.

**I agree that by entering into this arbitration provision contained in this Enrollment Agreement, the School and I are each waiving the right to a trial by jury, to participate in a class action, or to have claims brought by or against either of us joined or consolidated with claims brought by or against another person.**

**Exclusion for small claims court actions** - Notwithstanding the preceding paragraph, either party may file an action in small claims court.

**Complaints to Regulatory Agencies** - Nothing in this arbitration provision prohibits me from filing a complaint with the state regulatory agency or accrediting agencies listed in School’s catalog.

**RIGHT TO REJECT: I may reject this arbitration provision contained in this Enrollment Agreement by mailing a signed rejection notice to Florida Vocational Institute at 7757 W. Flagler Street, Suite 220, Miami, Florida 33144, Attention: Campus Vice President within twenty (20) days of the date that I sign this Enrollment Agreement. Any rejection notice must include my name, address, e-mail address, and telephone number.**

**Choice of Arbitration Provider and Arbitration Rules** - Unless you and I both agree to an alternative, the arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator and under the AAA’s Consumer Arbitration Rules in effect at the time the arbitration is brought (the “AAA Rules”). Information about the arbitration process can be obtained from AAA at www.adr.org or 1-800-778-7879.

**Location of arbitration** – All in-person hearings and conferences in the arbitration shall take place in a locale within fifty (50) miles of the campus I attend or attended, unless the School and I agree otherwise. If the county in which I reside at the time I file my claim is more than 50 miles from the campus I attend or attended, then I may choose that the hearings and conferences take place in my county. If my claim is for $10,000 or less, I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in- person hearing as established by the AAA Rules. If my claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules.

**Choice of Law** – You and I agree that the Enrollment Agreement evidences a transaction involving interstate commerce, that the arbitrator shall apply federal law to the fullest extent possible, and that the applicable substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C.

§§1-16), and not any state law, shall govern the interpretation and enforcement of this arbitration provision that is included in this Enrollment Agreement.

**Costs, fees, and expenses of arbitration** - Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The amount AAA charges to the consumer for filing a claim under the Supplementary Procedures for Consumer Related Disputes is currently $200, and all remaining amounts are paid by the business (including administrative fees, arbitrator compensation, and expenses). However, this amount is subject to change by the arbitration provider. I understand that if I grossly overstate my claimed damages and the business is required to pay significant fees to the AAA, then the business may seek to recover those costs regardless of who succeeds in the arbitration.

**Relief and remedies** - The arbitrator shall have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to limits that would apply in court), and attorneys’ fees and costs. In addition, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party’s individual claim. Upon the timely request of either party, the arbitrator shall render a written decision setting forth his or her essential findings and the basis of his or her award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions against the applicable party in the form of fees and expenses reasonably incurred by the other party in defending the frivolous or oppressive claim (including arbitration administration fees, arbitrator’s fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed on a party or a party’s counsel under Rule 11 of the Federal Rules of Civil Procedure. The arbitrator may also award fees and expenses in accordance with any applicable AAA rule.

**Effect of Arbitration Award** - Any state or federal court with jurisdiction and venue may enter an order enforcing this arbitration provision, enter judgment upon the arbitrator’s award and/or take any action authorized under the FAA. For any arbitration-related proceedings in which courts are authorized to take action under the FAA, each party expressly consents to the non-exclusive jurisdiction of any state court of general jurisdiction or any state court of equity that is reasonably convenient to me, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.

**Survival, Severability** - This arbitration provision shall survive the termination of my relationship with you or any change in my enrollment status. If any part or parts of this arbitration provision are found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of this arbitration provision shall continue in full force and effect. Any or all of the limitations set forth in this arbitration provision may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this arbitration provision.

**IMPORTANT WAIVERS:** NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, NOR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR’S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS BASIS, AND CLAIMS BROUGHT BY OR AGAINST ME MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON.

**STUDENT'S RIGHT TO CANCEL**: I understand that I may cancel this Agreement and receive a full refund of monies I have paid for tuition and fees, by mailing a written notice postmarked within 72 hours (until midnight on the third day excluding Saturdays, Sundays and Legal Holidays) after the date this enrollment agreement was signed. I further understand that I may use this pageas a cancellation notice by writing "I hereby cancel" at the bottom, and adding my name, date, address and signature, and delivering, or mailing it to Florida Vocational Institute 7757 W. Flagler Street, Suite 220, Miami, Florida 33144, Attention: Campus Vice President. I also understand that if I cancel this agreement as noted above more than three days after signing it, and after making an initial payment, but prior to the start of classes, I am entitled to a refund of all my payments for tuition and fees, minus a $50 Registration Fee and background check if processed.

***I acknowledge, understand and agree that this Enrollment Agreement is a binding contract which constitutes the entire agreement and understanding between the School and me, and that it supersedes and replaces all prior representations or agreements, whether written or oral. I have had an opportunity to ask all questions that I may have. I have not executed this Agreement based on any promise or representation which is not contained herein. Any alterations or revocations of this Agreement must be in writing and signed by both the School and me, except my right to cancel as noted above.***

***I have read and received a copy of this Agreement and*** ***the School’s catalog.*  I have been made aware of the School’s Consumer Information website (www.fvi.edu) along with the Student Right to Know Disclosure and the Campus Crime Disclosure Statement.** ***I have also visited and toured the School*.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Student Date Signed Printed Name of the Florida Vocational Institute’s Preparer Date Prepared**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Parent/Guardian (If student under age of 18) Date Signed Signature of the School’s Vice President or Designee Date Signed**

** Accepted  Not Accepted**