

ENROLLMENT AGREEMENT

The Tech Academy
310 SW 4th Ave Suite 412
Portland, OR 97204
(503)206-6915
info@learncodinganywhere.com
www.learncodinganywhere.com

Student's Name: _____

Address: _____

Phone number: _____

Student's estimated start date is: _____

Emergency Contact (name/#): _____

Date of birth: _____

GENERAL INFORMATION

This Enrollment Agreement is to be read, filled out and signed by the student prior to starting their educational program at The Tech Academy. This is a formalized agreement and legally-binding document relating to the student's attendance at The Tech Academy.

The Tech Academy does not discriminate against applicants on the basis of sex, age, race, color, ethnic origins, or sexual orientation. The Tech Academy agrees to provide the student with the full "Software Developer Boot Camp" training program, which includes:

- Computer Basics Course
- Overview of Software Development Course
- Version Control Course
- HTML and CSS Course
- Database and SQL Course
- JavaScript Course
- Visual Studio Course
- C# and ASP.NET Course
- Project Management Basics Course
- Live Project
- Job Placement Course

The student agrees to enroll in The Tech Academy, purchase its full Software Developer Boot Camp program, pay the applicable tuition for the program and complete the program curriculum as listed above, unless otherwise arranged in writing with an authorized The Tech Academy employee. The student is free to cease attending at any point (see "Refunds" section below). The student may choose not to do some of the above courses but this does not affect the tuition payment, refund policies or anything else contained herein.

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Upon completion of the above program, The Tech Academy will assist the student in job placement. The Tech Academy has strong working relationships with multiple staffing companies and will provide the student advice, help and possibly connections to assist the student in getting a job as a junior developer after the student graduates. We do not guarantee employment. We assist the student's efforts to secure a junior developer position for which he or she is qualified. The student is fully responsible for obtaining a job.

The program is typically completed in 15 to 20 weeks if the student studies 40 hours a week. There are no enrollment fees. The full tuition cost for the Software Developer Boot Camp is \$11,000. There are no other program costs. There is no withdrawal fee. There are three payment options for the program: 1. Paid in full up front: \$8,980 (\$2,020 discount), 2. Paid in two payments: \$4,990 down payment and \$4,990 at the 10 week mark (\$9,980 total – \$1,020 discount), 3. Financing through a financing company (this would be at the full rate of \$11,000).

As a note, The Tech Academy does not offer Tax Form 1098-T. This is a tax document for students who attend Colleges, or similar type classes, to get a tax benefit. We are not eligible for that, as we are not a college or that type of institution. The Tech Academy is a licensed career school but is not accredited.

SCHOLARSHIP

There is also a scholarship of an additional \$1,000 off the tuition if the student commits to studying 40 hours each week. Meaning, those who can commit to 40 hours a week pay either: a. \$7,980 up front or b. \$8,980 in two payments.

Students who are doing the program through financing are eligible for the scholarship, if they are studying full time (that would bring the cost they would be financing down to \$10,000). Those students getting cost of living assistance through a financing company are not eligible for this scholarship.

If a student receives a scholarship discount and it is found that they are not studying 40 hours a week, they will be expected to get back onto 40 hours a week once this is brought to their attention. If the student is unable or unwilling to get onto 40 hours a week, they will be billed \$1,000 and expected to pay before continuing on the program, as they are not fulfilling the requirements for the scholarship.

ACADEMY POLICIES

The student agrees to abide by the policies of The Tech Academy, including but not limited to: the Academy Guidelines Issue, the Student Questions issue and the Academy Schedule issue. The student acknowledges having viewed the Student Enrollment Video and the Student Orientation video and agrees to its contents. The student has read and understood The Tech Academy's catalog in full and agrees to abide by its contents. The student also agrees to follow future company policies; including changes to existing policies and newly issued policies.

OVERDUE STUDENTS

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Students can request a Leave of Absence (LOA) for whatever reason. Students are to inform Instructors with acceptable advance notice. The LOA request should ideally be in-writing and include a start date and a return date. Students on LOAs will not have the time off count toward their total course time. Each student is allotted a maximum of 30 LOA days. Students out of touch with the school for seven consecutive days, in the cases of those not on LOAs, will automatically be considered Inactive and may receive a formal letter (as an email attachment) indicating that he/she has been placed on The Tech Academy's Inactive List. Inactive students should get in contact at their soonest available convenience. Unlike LOA students, an Inactive student continues to accrue days against the total number of days on the program.

Students who are out of touch with the school for 14 consecutive days (unauthorized LOA) will be expelled. "Out of touch" in this case means: "The student does not give the school any communication (i.e. no email, phone call, in-person communication, text message, etc.)" After expulsion, should the student wish to resume the program: a. they will need to re-study all orientation policies and re-watch the orientation video(s) and b. the school may or may not charge an additional tuition fee.

Unless the student has written approval from their Instructor that states otherwise (such as vacations or family emergencies, etc.), if the student does not complete the program within 30 weeks after their date of enrollment, the student will be given an option to cease attending The Tech Academy or to pay an additional \$230 per each additional week attended. "Attending" in this case means: "having access to the Learning Management System (LMS)." Students who have approved schedule arrangements may have this additional tuition payment waived if the waiver is approved in writing by an authorized The Tech Academy employee.

COMPLETE AGREEMENT

The student acknowledges and agrees that this Enrollment Agreement contains all the terms and conditions of the student's enrollment in The Tech Academy, and that no promises, agreements or statements (verbal or otherwise) have been made by any employee of The Tech Academy contrary to the provisions of this Enrollment Agreement. Further, the student acknowledges that this Enrollment Agreement supersedes any of The Tech Academy's promotional and marketing materials (including written text, videos and all other media). The guarantees made by The Tech Academy are limited to those contained in this Enrollment Agreement. Any modification or amendment of this Enrollment Agreement must be in writing signed by the student and an authorized The Tech Academy employee.

Additionally, The Tech Academy in no way guarantees graduating the student. The student is graduated according to The Tech Academy's discretion. The student is not required to have completed the entire program to be considered a graduate of The Tech Academy. The student also will not necessarily be considered a graduate upon completing the full program. The Tech Academy has full authority as to when and if the student is a graduate.

The student agrees to return any materials (laptop, books, etc.) loaned by The Tech Academy upon graduating.

COMPENSATION AND COPYRIGHTS

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Some of The Tech Academy students may help with consulting projects (contracts with clients, live projects, etc.). When students are involved in development projects, their involvement is considered part of their training. Students are not compensated financially for their contribution to these projects. Students assisting on paid projects will not receive any compensation, discounts, refunds, etc. for partaking in said projects. If the student gives advice, provides feedback or in any way influences the curriculum of The Tech Academy while attending, the student will receive no compensation. The student acknowledges and agrees that regardless of any assistance provided, the curriculum, materials, etc. of The Tech Academy belong solely to The Tech Academy, The Tech Academy owns all copyrights to any work the student contributes to said projects, curriculum, materials, etc., and the student hereby assigns to The Tech Academy all intellectual property rights, including copyrights, in any such work. Thereby, any software, programs, applications and code that the student provides the school during their training is considered the property of the school and the student is entitled no past, present or future compensation for their work.

REFUNDS

Cancellation and Refund Policy: Resident Instruction (OAR 581-045-0036)

(1) A student may cancel enrollment by giving written notice to the school. Unless the school has discontinued the program of instruction, the student is financially obligated to the school according to the following: (a) If cancellation occurs within five business days of the date of enrollment, and before the commencement of classes, all monies specific to the enrollment agreement shall be refunded; (b) If cancellation occurs after five business days of the date of enrollment, and before the commencement of classes, the school may retain only the published registration fee. Such fee shall not exceed 15 percent of the tuition cost, or \$150, whichever is less; (c) If withdrawal or termination occurs after the commencement of classes and before completion of 50 percent of the contracted instruction program, the student shall be charged according to the published class schedule. The student shall be entitled to a pro rata refund of the tuition when the amount paid exceeds the charges owed to the school. In addition to the pro-rated tuition, the school may retain the registration fee, book and supply fees, and other legitimate charges owed by the student; (d) If withdrawal or termination occurs after completion of 50 percent or more of the program, the student shall be obligated for the tuition charged for the entire program and shall not be entitled to any refund; (e) The enrollment agreement shall be signed and dated by both the student and the authorized school official. For cancellation of the enrollment agreement referenced in Subsections (1)(a) and (b), the "date of enrollment" will be the date that the enrollment agreement is signed by both the student and the school official, whichever is later.

(2) Published Class Schedule (for the purpose of calculating tuition charges) means the period of time between the commencement of classes and the student's last date of attendance as offered by the school and scheduled by the student.

(3) The term "Pro rata Refund" means a refund of tuition that has been paid for a portion of the program beyond the last recorded date of attendance.

(4) When a program is measured in clock hours, the portion of the program for which the student will be charged is determined by dividing the total clock hours into the number of clock hours accrued according to the published class schedule as of the last date of attendance.

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(5) When a program is measured in credit hours, the portion of the program for which the student will be charged is determined by dividing the total number of weeks into the number of weeks accrued according to the published class schedule as of the last date of attendance.

(6) For other measurements of time such as days or weeks, the portion of the enrollment period for which the student will be charged is determined by dividing the total number of days or weeks into the number of days or weeks, accrued according to the published class schedule as of the last date of attendance.

(7) The term "tuition cost" means the charges for instruction including any lab fees. "Tuition cost" does not include application fees, registration fees, or other identified program fees and costs. The school shall adopt and publish policies regarding the return of resalable books and supplies and/or the prorating of user fees, other than lab fees.

(8) The school shall not charge a withdrawal fee of more than \$25.

(9) The school may adopt and apply refund calculations more favorable to the student than those described under this policy.

(10) When a cancellation, withdrawal, termination, or completion occurs, a calculation of all allowable charges under this rule shall be made. If such calculations evidence that the school received total payments greater than its allowable charges: (a) Within 40 days after notification of such cancellation, withdrawal, termination, or completion, a written statement showing allowable charges and total payments received shall be delivered to the student by the school, together with a refund equal in amount to monies paid to the school in excess of those allowable charges; (b) In the event payments to a student account are derived from federal and/or state tuition assistance program(s), including student loan programs, regulations governing refund notification and awarding within respective program(s) shall prevail in lieu of Section (10)(a) of this rule, but only with respect to the covered portions thereof; and (c) In the event payments to a student account are derived from a sponsoring public agency, private agency, or any source other than the student, the statement of charges and payments received together with an appropriate refund described under section (10)(a) of this rule may be delivered instead to such party(ies) in interest, but only with respect to the covered portions thereof.

(11) In case of disabling illness or accident, death in the immediate family, or other circumstances beyond the control of the student that causes the student to leave school, the school shall arrange a prorated tuition settlement that is reasonable and fair to both parties.

(12) A school shall be considered in default of the enrollment agreement when a course or program is discontinued or canceled or the school closes prior to completion of contracted services. When a school is in default, student tuition may be refunded by the school on a pro rata basis. The pro rata refund shall be allowed only if the Superintendent determines that the school has made provision for students enrolled at the time of default to complete a comparable program at another institution. The provision for program completion shall be at no additional cost to the student in excess of the original contract with the defaulting school. If the school does not make such provision, a refund of all tuition and fees shall be made by the school to the students.

Additional refund information specific to The Tech Academy:

The above is the State of Oregon's required refund policy. Since we are a licensed career school, we are required to include the above in full and follow it. This section of the enrollment agreement should clarify the technical legal terminology of the above and allow for a clear understanding as it applies to The Tech Academy specifically:

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- By date of enrollment is meant, the date the student signs the enrollment agreement.
- The above refers several times to commencement of classes. Our school is open-enrollment, which means our classes are ongoing every day of the year (with a few exceptions). Therefore, commencement of classes at the school occurs as soon as the student signs their Enrollment Agreement.
- To give an example of the what the above two points mean, if a student enrolled on January 1st (including signing the enrollment form), January 1st would be his/her date of enrollment and commencement of classes would be considered to have occurred on January 1st. This would still be the case, even if the person went out of town for two months and did not actually begin studying the program until April.
- In points (4) through (6) above, there are several different types of school models given. The models in (4) and (5) do not match the model of The Tech Academy (we do not operate by total clock hours or by credit hours). The model we do use is based on the total weeks classes have been running since the student enrolled. So, it is considered that once the student enrolls (signs the Enrollment Agreement), that their time in class has started and continues as the weeks go by.
- "Published Class Schedule" for our school is calculated based on the model our program uses. Our bootcamp is based on a 15 week class schedule - as that is what the majority of students will be dedicated to (maintaining a 40-hours a week schedule). Therefore, the "Pro Rata Refund" is based on how many weeks it has been from when the person initially enrolled in the program (signed the Enrollment Agreement) to the date they requested the refund.
- The Tech Academy will not pay refunds to anyone other than the student and any payments to The Tech Academy not paid directly by the student are solely the student's responsibility - The Tech Academy is not liable in any way for tuitions paid by anyone other than the student.
- The Tech Academy's refund schedule is as follows:
 - Refund requested within 7 days (one calendar week) of signed Enrollment Agreement = 100% of tuition amount refunded.
 - Refund requested within 14 days (two calendar weeks) of signed Enrollment Agreement = 92.5% of tuition amount refunded.
 - Refund requested within 21 days (three calendar weeks) of signed Enrollment Agreement = 85% of tuition amount refunded.
 - Refund requested within 28 days (four calendar weeks) of signed Enrollment Agreement = 77.5% of tuition amount refunded.
 - Refund requested within 35 days (five calendar weeks) of signed Enrollment Agreement = 70% of tuition amount refunded.
 - Refund requested within 42 days (six calendar weeks) of signed Enrollment Agreement = 62.5% of tuition amount refunded.
 - Refund requested within 49 days (seven calendar weeks) of signed Enrollment Agreement = 55% of tuition amount refunded.
 - Refund requested within 53 days (about seven and a half calendar weeks) of signed Enrollment Agreement = 50% of tuition amount refunded.
 - Refund requested 54 days (over seven and a half calendar weeks) after signed Enrollment Agreement = No refund (\$0)
- Time taken off the program, points where the student is out of touch with the school and LOAs do not affect this refund schedule. The refund is simply calculated as above,

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regardless of what occurs between the date of the signed Enrollment Agreement and the “clock starts ticking” as soon as the Enrollment Agreement is signed.

- When using a financing company, there is a separate refund schedule. Refunds are not paid to the student but instead the refund is paid to the financing company and goes toward the student’s debt with the finance company. The Tech Academy does not receive the full amount of a student’s loan from the financing company but receives a portion. Any refund paid by The Tech Academy is only paid out of the money amount actually received by The Tech Academy. Meaning, the pro-rated portion of the tuition money The Tech Academy received would be disbursed to the financing company you were funded through to be paid toward your outstanding debt balance. The amount of the refund disbursed would be subtracted from the total loan with the financing company the student funded through. Whatever the monthly payments are for the loan, post-graduation, would be due monthly, until the remaining balance was paid off. Here is the refund schedule for financing:
 - Refund requested within 7 days (one calendar week) of signed Enrollment Agreement = 100% of tuition amount refunded.
 - Refund requested within 14 days (two calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 92.5% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested within 21 days (three calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 85% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested within 28 days (four calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 77.5% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested within 35 days (five calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 70% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested within 42 days (six calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 62.5% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested within 49 days (seven calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 55% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested within 53 days (about seven and a half calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 50% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
 - Refund requested 54 days (over seven and a half calendar weeks) after signed Enrollment Agreement = No refund (\$0)

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- The above schedule is not affected by leaves of absence or any other factors. It is only based on the length of time from the student signing the enrollment agreement, to the date they request a refund.
- The calculation of weeks would, as a standard, be rounded up or down (meaning, if someone had signed the enrollment agreement three weeks and three days before requesting a refund, it would be considered they were at the three week mark. If the person had signed the enrollment agreement three weeks and four days before requesting a refund, it would be considered that they were at the four week mark.)
- The reason a refund requested within eight weeks (or seven weeks and four days) is given a \$0 refund, is based on the refund policy above. A student is eligible for a “Pro Rata Refund” until they have completed 50% of the class schedule. If they have been enrolled 50% or more, they are no longer eligible for a refund.
- As a note, refunds are not paid instantly. Refunds requests will be paid within 40 days. (See point (10) above)

If a financing company, such as Skills Fund, paid for tuition on your behalf, the refund transaction will be made to that third party in the amount of the refund due, according to the above example of the refund schedule for financing (but in no event greater than what the financing company paid the school on your behalf). E.g. The student’s loan amount with a financing company may be \$12,000 but The Tech Academy may have only received \$8,000 and so, the refund amount paid by The Tech Academy would be calculated from the \$8,000 figure. Again, the student will get no direct refund when tuition is funded through a financing company (since the student did not pay the tuition).

In the event that a government agency (such as WorkSource) pays tuition, and the student requests a refund, a pro-rata tuition (per the percentages listed in the above schedules) will be set-aside for a future, different WorkSource student.

LEGAL

The student agrees to take up any disagreements, upsets or alleged errors on the part of The Tech Academy or any Tech Academy employee with The Tech Academy. In consideration for The Tech Academy’s agreement to enroll the student in the Software Developer Boot Camp program, the student hereby waives, releases, and discharges Prosper IT Consulting Inc., The Tech Academy and their respective owners, officers, employees, agents, affiliates, and related entities (Released Parties) from any and all claims and causes of action that may arise out of or relate to, either directly or indirectly, the program, The Tech Academy’s services, or the student’s dealings with any Released Party, whether caused by negligence or otherwise (Released Matters). The student agrees not to sue any Released Party for any claim arising out of or relating to any Released Matter, or solicit others to institute any legal action or proceeding against a Released Party.

The student shall indemnify and hold the Released Parties harmless from and against any losses, liabilities, costs, expenses, and attorney fees a Released Party may incur as a result of any claim by or on behalf of the student arising out of or relating to any Released Matter. This Enrollment Agreement shall be governed by and construed according to Oregon law, without regard to any applicable principles of conflicts of law. The parties consent and submit to the jurisdiction of the state of Oregon, and agree that the sole venue of any action or

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proceeding arising out of or relating to this Enrollment Agreement shall be in Multnomah County, Oregon. The student agrees to reimburse The Tech Academy for any loss, damage or destruction of The Tech Academy's materials or supplies caused by the student. The details of The Tech Academy's curriculum are trade secrets. The student agrees not to disclose any of The Tech Academy's trade secrets or copyrighted materials to any third party.

The Tech Academy has the right to terminate this Enrollment Agreement and expel the student without prior notice. The reasons for such an immediate expulsion are covered in the "DISCIPLINARY POLICY" and students can be expelled for violation of this enrollment agreement and violations of the Student Enrollment Video, Student Orientation Video, Academy Guidelines issue, Academy Schedule issue and Student Questions issue and any other school policy. Students can also be expelled for illegal activities. Refunds for expelled students will be paid in accordance with the aforementioned refund policy.

NOTICE

The original of this enrollment agreement will be kept on file by the school and the student can have a copy.

TRAINING METHODS AND PRACTICES

The student acknowledges that they understand the training methods of The Tech Academy. Specifically, that the program is self-paced, that each course consists of a checklist of items to study in sequence, that an instructor exists to answer questions and that the student may or may not receive direct instruction from principals of the Academy (e.g. the President, the CEO, etc.)

PROMOTION

The student agrees to allow successes they write to be used in The Tech Academy's publications and promotional materials. Student essays from courses, student emails that convey gains, and other written materials by the student may be edited and used by The Tech Academy in postings, publications, advertisements, etc.

PURPOSE

The purpose of The Tech Academy is to train Junior Developers who know their basics cold. We have trained staff here who all share the purpose of assisting the student to learn computer programming to the best of their ability. We are here to help the student know this trade and give them the skills necessary to making it in the Information Technology industry.

OREGON HIGHER EDUCATION COORDINATING COMMISSION

Students who have questions regarding the enrollment agreement may contact the school first and then the Oregon Department of Education, Private Career Schools Unit, Salem, Oregon. 775 Court St, NE Salem, OR 97301.

GRANTS

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If the student was awarded any grant(s), please document the details of this grant and the source of the grant here: _____

STUDENT ATTEST

By signing below, the student attests to having read and understood this Enrollment Agreement in full and agrees to its terms. The student is signing this of their own free will and without any duress. The student's signature indicates they recognize their legal responsibilities in this agreement:

Student printed name

Date

Student signature

Employee printed name and title

Date

Employee signature

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SIGNED AGREEMENT

I recognize that the Enrollment Agreement that I signed with The Tech Academy is legal-binding on both the school and myself. The school will keep a copy of this signed agreement on file and I can keep the original.

Student:

Printed name: _____ Date: _____

Signature: _____

The Tech Academy employee:

Printed name: _____ Date: _____

Signature: _____

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CANCELLATION AND REFUND POLICIES FOR EDUCATION

Cancellation and Refund Policy: Resident Instruction (OAR 581-045-0036)

(1) A student may cancel enrollment by giving written notice to the school. Unless the school has discontinued the program of instruction, the student is financially obligated to the school according to the following: (a) If cancellation occurs within five business days of the date of enrollment, and before the commencement of classes, all monies specific to the enrollment agreement shall be refunded; (b) If cancellation occurs after five business days of the date of enrollment, and before the commencement of classes, the school may retain only the published registration fee. Such fee shall not exceed 15 percent of the tuition cost, or \$150, whichever is less; (c) If withdrawal or termination occurs after the commencement of classes and before completion of 50 percent of the contracted instruction program, the student shall be charged according to the published class schedule. The student shall be entitled to a pro rata refund of the tuition when the amount paid exceeds the charges owed to the school. In addition to the pro-rated tuition, the school may retain the registration fee, book and supply fees, and other legitimate charges owed by the student; (d) If withdrawal or termination occurs after completion of 50 percent or more of the program, the student shall be obligated for the tuition charged for the entire program and shall not be entitled to any refund; (e) The enrollment agreement shall be signed and dated by both the student and the authorized school official. For cancellation of the enrollment agreement referenced in Subsections (1)(a) and (b), the "date of enrollment" will be the date that the enrollment agreement is signed by both the student and the school official, whichever is later.

(2) Published Class Schedule (for the purpose of calculating tuition charges) means the period of time between the commencement of classes and the student's last date of attendance as offered by the school and scheduled by the student.

(3) The term "Pro rata Refund" means a refund of tuition that has been paid for a portion of the program beyond the last recorded date of attendance.

(4) When a program is measured in clock hours, the portion of the program for which the student will be charged is determined by dividing the total clock hours into the number of clock hours accrued according to the published class schedule as of the last date of attendance.

(5) When a program is measured in credit hours, the portion of the program for which the student will be charged is determined by dividing the total number of weeks into the number of weeks accrued according to the published class schedule as of the last date of attendance.

(6) For other measurements of time such as days or weeks, the portion of the enrollment period for which the student will be charged is determined by dividing the total number of days or weeks into the number of days or weeks, accrued according to the published class schedule as of the last date of attendance.

(7) The term "tuition cost" means the charges for instruction including any lab fees. "Tuition cost" does not include application fees, registration fees, or other identified program fees and costs. The school shall adopt and publish policies regarding the return of resalable books and supplies and/or the prorating of user fees, other than lab fees.

(8) The school shall not charge a withdrawal fee of more than \$25.

(9) The school may adopt and apply refund calculations more favorable to the student than those described under this policy.

(10) When a cancellation, withdrawal, termination, or completion occurs, a calculation of all allowable charges under this rule shall be made. If such calculations evidence that the school received total payments greater than its allowable charges: (a) Within 40 days after notification of such cancellation, withdrawal, termination, or completion, a written statement showing

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allowable charges and total payments received shall be delivered to the student by the school, together with a refund equal in amount to monies paid to the school in excess of those allowable charges; (b) In the event payments to a student account are derived from federal and/or state tuition assistance program(s), including student loan programs, regulations governing refund notification and awarding within respective program(s) shall prevail in lieu of Section (10)(a) of this rule, but only with respect to the covered portions thereof; and (c) In the event payments to a student account are derived from a sponsoring public agency, private agency, or any source other than the student, the statement of charges and payments received together with an appropriate refund described under section (10)(a) of this rule may be delivered instead to such party(ies) in interest, but only with respect to the covered portions thereof.

(11) In case of disabling illness or accident, death in the immediate family, or other circumstances beyond the control of the student that causes the student to leave school, the school shall arrange a prorated tuition settlement that is reasonable and fair to both parties.

(12) A school shall be considered in default of the enrollment agreement when a course or program is discontinued or canceled or the school closes prior to completion of contracted services. When a school is in default, student tuition may be refunded by the school on a pro rata basis. The pro rata refund shall be allowed only if the Superintendent determines that the school has made provision for students enrolled at the time of default to complete a comparable program at another institution. The provision for program completion shall be at no additional cost to the student in excess of the original contract with the defaulting school. If the school does not make such provision, a refund of all tuition and fees shall be made by the school to the students.

Additional refund information specific to The Tech Academy:

The above is the State of Oregon's required refund policy. Since we are a licensed career school, we are required to include the above in full and follow it. This section of the enrollment agreement should clarify the technical legal terminology of the above and allow for a clear understanding as it applies to The Tech Academy specifically:

- By date of enrollment is meant, the date the student signs the enrollment agreement.
- The above refers several times to commencement of classes. Our school is open-enrollment, which means our classes are ongoing every day of the year (with a few exceptions). Therefore, commencement of classes at the school occurs as soon as the student signs their Enrollment Agreement.
- To give an example of the what the above two points mean, if a student enrolled on January 1st (including signing the enrollment form), January 1st would be his/her date of enrollment and commencement of classes would be considered to have occurred on January 1st. This would still be the case, even if the person went out of town for two months and did not actually begin studying the program until April.
- In points (4) through (6) above, there are several different types of school models given. The models in (4) and (5) do not match the model of The Tech Academy (we do not operate by total clock hours or by credit hours). The model we do use is based on the total weeks classes have been running since the student enrolled. So, it is considered that once the student enrolls (signs the Enrollment Agreement), that their time in class has started and continues as the weeks go by.

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- “Published Class Schedule” for our school is calculated based on the model our program uses. Our bootcamp is based on a 15 week class schedule - as that is what the majority of students will be dedicated to (maintaining a 40-hours a week schedule). Therefore, the “Pro Rata Refund” is based on how many weeks it has been from when the person initially enrolled in the program (signed the Enrollment Agreement) to the date they requested the refund.
- The Tech Academy will not pay refunds to anyone other than the student and any payments to The Tech Academy not paid directly by the student are solely the student’s responsibility - The Tech Academy is not liable in any way for tuitions paid by anyone other than the student.
- The Tech Academy’s refund schedule is as follows:
 - Refund requested within 7 days (one calendar week) of signed Enrollment Agreement = 100% of tuition amount refunded.
 - Refund requested within 14 days (two calendar weeks) of signed Enrollment Agreement = 92.5% of tuition amount refunded.
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 - Refund requested within 42 days (six calendar weeks) of signed Enrollment Agreement = 62.5% of tuition amount refunded.
 - Refund requested within 49 days (seven calendar weeks) of signed Enrollment Agreement = 55% of tuition amount refunded.
 - Refund requested within 53 days (about seven and a half calendar weeks) of signed Enrollment Agreement = 50% of tuition amount refunded.
 - Refund requested 54 days (over seven and a half calendar weeks) after signed Enrollment Agreement = No refund (\$0)
- Time taken off the program, points where the student is out of touch with the school and LOAs do not affect this refund schedule. The refund is simply calculated as above, regardless of what occurs between the date of the signed Enrollment Agreement and the “clock starts ticking” as soon as the Enrollment Agreement is signed.
- When using a financing company, there is a separate refund schedule. Refunds are not paid to the student but instead the refund is paid to the financing company and goes toward the student’s debt with the finance company. The Tech Academy does not receive the full amount of a student’s loan from the financing company but receives a portion. Any refund paid by The Tech Academy is only paid out of the money amount actually received by The Tech Academy. Meaning, the pro-rated portion of the tuition money The Tech Academy received would be disbursed to the financing company you were funded through to be paid toward your outstanding debt balance. The amount of the refund disbursed would be subtracted from the total loan with the financing company the student funded through. Whatever the monthly payments are for the loan, post-graduation, would be due monthly, until the remaining balance was paid off. Here is the refund schedule for financing:
 - Refund requested within 7 days (one calendar week) of signed Enrollment Agreement = 100% of tuition amount refunded.

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- Refund requested within 14 days (two calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 92.5% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested within 21 days (three calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 85% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested within 28 days (four calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 77.5% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested within 35 days (five calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 70% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested within 42 days (six calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 62.5% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested within 49 days (seven calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 55% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested within 53 days (about seven and a half calendar weeks) of signed Enrollment Agreement = The Tech Academy will refund 50% of the tuition amount received to the financing company and the student will owe the balance of the original loan to the financing company.
- Refund requested 54 days (over seven and a half calendar weeks) after signed Enrollment Agreement = No refund (\$0)
- The above schedule is not affected by leaves of absence or any other factors. It is only based on the length of time from the student signing the enrollment agreement, to the date they request a refund.
- The calculation of weeks would, as a standard, be rounded up or down (meaning, if someone had signed the enrollment agreement three weeks and three days before requesting a refund, it would be considered they were at the three week mark. If the person had signed the enrollment agreement three weeks and four days before requesting a refund, it would be considered that they were at the four week mark.)
- The reason a refund requested within eight weeks (or seven weeks and four days) is given a \$0 refund, is based on the refund policy above. A student is eligible for a “Pro Rata Refund” until they have completed 50% of the class schedule. If they have been enrolled 50% or more, they are no longer eligible for a refund.
- As a note, refunds are not paid instantly. Refunds requests will be paid within 40 days. (See point (10) above)

If a financing company, such as Skills Fund, paid for tuition on your behalf, the refund transaction will be made to that third party in the amount of the refund due, according to the above example of the refund schedule for financing (but in no event greater than what the

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financing company paid the school on your behalf). E.g. The student's loan amount with a financing company may be \$12,000 but The Tech Academy may have only received \$8,000 and so, the refund amount paid by The Tech Academy would be calculated from the \$8,000 figure. Again, the student will get no direct refund when tuition is funded through a financing company (since the student did not pay the tuition).

In the event that a government agency (such as WorkSource) pays tuition, and the student requests a refund, a pro-rata tuition (per the percentages listed in the above schedules) will be set-aside for a future, different WorkSource student.

My signature below signifies that I have read and understand all aspects of this agreement and recognize my legal responsibilities in regard to this contract and that the enrollment agreement constitutes a binding contract.

Signature of Student

Date

ENROLLMENT AGREEMENT
CANCELLATION AND REFUND POLICIES FOR EDUCATION

REPRESENTATIVE'S CERTIFICATION:

I hereby certify that _____ (student's name) has read, received, and understands the cancellation policy. I further certify that there have been no verbal or written agreements or promises other than those appearing on this agreement.

Employee printed name and title

Date

Employee signature