

CHESAPEAKE CAMPUS	
NEWPORT NEWS CAMPU	
WOODBDIDGE CAMBIIS	

APPLICATION/ ENROLLMENT

Please see page 6 for addresses, phone/fax numbers and additional locations.

(collectively, the "School")						AGI	CLLMILINI
		PERSONAL INFORM	ATION				
LAST NAME	FIRST NAME	MIDDLE INITIAL	MAIDEN NAME MALE FEMALE				
PRESENT ADDRESS		CITY		STATE	ZIP CODE		
PERMANENT ADDRESS		CITY		STATE	ZIP CODE		
HOME TELEPHONE NUMBER		MOBILE TELEPHONE NUMBER			WORK/OTHE	R TELEPHONE NU	MBER
EMAIL ADDRESS		DATE OF BIRTH	soc	IAL SECURITY NUMBER	₹		
RACE ALASKAN NATIVE OR AMERICAN INDIAN ASIAN BLACK OR AFRICAN AMERICAN (HISPANIC NATIVE HAWAIIAN OI OTHER PACIFIC ISLAN WHITE			YOU A U.S. CITIZEN ELIGIBLE NO NON-CITIZEI	N-CITIZEN	ELIGIBLE FOR VE	

	PRE	VIOUS EDUCATION				
WILL YOU BE A HIGH SCHOOL GRADUATE NAM BEFORE THE START DATE OF YOUR PROGRAM, GIVEN BELOW?	ME OF LAST HIGH SCHOOL ATTENDED	CITY		STATE	ZIP CODE	GRADUATION YEAR
YES NO						
HAVE YOU RECEIVED AN		DATE OF ISSUE		WHERE ISSUED		
EQUIVALENCY DIPLOMA) G.E.D.					
HAVE YOU PREVIOUSLY ATTENDED THIS INSTIT	TUTION? IF YES, LAST DATE ATTENDED	HAVE YOU PREVIOUSLY ATTEN	IDED ANOTHER POS	T-SECONDARY SCH	OOL OR INSTITUTIO	N?
YES NO		YES NO)			
	LIST ALL POST-SECONDARY I	NSTITUTIONS ATTEND	ED AFTER HIG	н school		
SCHOOL NAME	CITY AND STATE		FROM (MO/YR)	то (мо/	(R) D	EGREE EARNED
					,	
SCHOOL NAME	CITY AND STATE		FROM (MO/YR)	TO (MO/1	(R) D	EGREE EARNED
SCHOOL NAME	CITY AND STATE		FROM (MO/YR)	то (мо/	(R) D	EGREE EARNED

PROGRAM (FOR SCHOOL USE ONLY)							
PROGRAM REQUESTED					START DATE		SCHEDULED COMPLETION DATE
NO. OF QUARTERS	NO. OF MODULES	TOTAL CONTACT H	OURS	TOTAL CREDITS		TOTAL MONTHS	
CREDENTIAL AWARDED UPON COMPLETION							
SESSION SCHEDULE (REQUIRED I	N STATES: WA, OH, OR AND AG AFTERNOON OTHER	CCSC SCHOOLS) EVENING	EACH: M	T W TH F S	(CIRCLE DA	YS) FROM A	м / PM то AM / PM

Certified to Operate by the State Council of Higher Education for Virginia, 101 N. 14th St., James Monroe Bldg., Richmond, VA 23219, (804) 225-2600

FINANCIAL (FOR SCHOOL USE ONLY)

Fill program charges in EITHER the Quarter-Based Programs OR the Modular Programs section, whichever is applicable, and strike the section that does not apply.

OUARTER-BASED PROGRAMS

Tuition and fees listed below are current as of the date of this agreement and will be charged for the student's first quarter (or mini-term) in attendance. Tuition and fees for subsequent quarters will be charged at the published rate in effect at the beginning of that quarter, provided that the student is given 30 days' advance notice of any increase in tuition and fees. Refunds will be based on the portion of the quarter that the student has completed.

TUITION PER CREDIT HOUR				\$	PER CREDIT HR
TUITION PER CREDIT HOUR (1–7 CREE	OIT HOURS)			\$	PER CREDIT HR
TUITION PER QUARTER (8–11 CREDIT	HOURS)			\$	PER QUARTER
TUITION PER QUARTER (12–15 CREDIT	HOURS)			\$	PER QUARTER
TUITION PER QUARTER (16+ CREDIT H	iours)			\$	PER QUARTER
FEES (SPECIFY)				\$	PER QUARTER
				\$\$	PER QUARTER
				\$\$	PER QUARTER
ONLINE FEE				\$	PER COURSE
MINI-TERM START (IF APPLICABLE)				\$	PER QUARTER
AVERAGE ESTIMATED COST OF BOOK	s*			\$	PER QUARTER
*The cost of books will vary each quarter per quarter. Non-credit-bearing coursew books and fees must be completed prior 8+ credit hours will be charged a flat-terr is determined by multiplying the number	rork will be charged to registration each rate. Students en rof credit hours for	d at the same rate as of the quarter. Total progressions of the student is the student is	credit-bearing coursew ram cost is dependent edit hours will be charg registered and attend	vork. Arrangemen tupon enrollment ged per credit and swithin the term l	ts to cover the cost of tuition, status. Students enrolled in total tuition for a given quarter by the then-current tuition rate.
	- 1	HAVE REVIEWED	HE CHARGES ABO	VE	(STUDENT'S INITIALS)
 MODULAR PROGRAMS ○ Financial aid is administered ○ Financial aid is administered Students will be charged tuition that the student has completed 	as a clock-hou based on an a	r program	funds will be base	ed on the porti	on of the academic year
	1st year	2nd year [†]	3rd year [†]	TOTAL	
TUITION FEES (SPECIFY) —		_			TOTAL CHARGES
TEXTBOOKS AND EQUIPMENT ^{††}					PAYMENT MADE TODAY

I HAVE REVIEWED THE CHARGES ABOVE______(STUDENT'S INITIALS)

CURRENT RATE

ENROLLMENT AGREEMENT

The Student Understands:

OTHER (SPECIFY)

TOTAL.....

 † or portion thereof

†† TEXTBOOK AND EQUIPMENT COSTS ARE ESTIMATED.

THE COST OF BOOKS MAY VARY DUE TO PUBLISHER'S COSTS.

- The School will evaluate post-secondary education completed at another school and/or prior vocational/occupational institution, including military training. I will be given appropriate credit if, at the sole discretion of The School, such education meets The School's standards for transfer of credit.
- 2. This School does not guarantee job placement to graduates upon program/course completion or upon graduation, and does not guarantee a salary or salary range to graduates.
- 3. The School will not be responsible for any statement of policy, placement assistance activities, curriculum or facility that does not appear in The School catalog or in this Enrollment Agreement.
- 4. The School reserves the right to discontinue my education for unsatisfactory progress or failure to abide by The School rules as stated in The School catalog or in this Enrollment Agreement.
- 5. This Enrollment Agreement is not binding until accepted in writing by all parties.
- 6. If I receive any loan through the federal financial aid programs, I understand that if I fail to repay the loan in accordance with the terms under which it was provided, my income tax refund could be taken away and I may be unable to get other financial aid or government housing assistance until I pay off such loan.
- 7. If I am unable to pay my tuition in full on or before the start date of the period for which I have been charged, either through federal financial aid, third-party private loans, scholarships or grants, or other means, I understand that I may arrange to participate in a cash payment plan with The School for the balance. The terms of such payment plan, and whether I qualify for such a plan, will be disclosed in the cash payment plan documentation provided to me upon my

IF RE-ENTRY OR TRANSFER, CREDIT FOR

PREVIOUS ENROLLMENT

BALANCE DUE

ENROLLMENT AGREEMENT (CONTINUED)

application for such plan prior to my enrollment in The School. The terms of any federal financial aid and whether I qualify for such financial aid, will be disclosed to me by the School as required by law. The School does not operate any institutional loan program and is not an affiliated with any third-party lender. The School therefore disclaims any obligation to disclose or advise me regarding the terms of any other or third-party loans.

- 8. I understand and agree that repaying any financial obligations related to my education at The School is my responsibility. I further understand and agree that if I fail to comply with the terms of any cash payment plan offered to me, The School may take action with respect to my continued enrollment, up to and including suspension or termination of enrollment.
- 9. The School further reserves the right to change instructors, textbooks, course curricula, accreditation, schedules, prerequisites and requirements, or cancel a course or program for which there is insufficient enrollment. The School will provide me a full refund for courses or programs that I have enrolled in and which are cancelled. Should the start date as indicated in this Enrollment Agreement change, I will be given the opportunity to negotiate a new Enrollment Agreement, and this Enrollment Agreement shall be null and void.
- 10. The School does not guarantee the transferability of credits to any school, university or institution. I acknowledge that it is my sole responsibility to contact a receiving institution regarding any possible transfer of credit from The School prior to enrollment.
- 11. Any holder of a consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant to or with the proceeds thereof. Recovery by the debtor shall not exceed amounts paid by the debtor. (FTC Rule effective 5/14/76)
- 12. The School reserves the right to verify all graduate employment information.
- 13. I acknowledge and consent to the sale/transfer of this Enrollment Agreement or any note or other receivable obligation to a third party if deemed desirable by The School.
- 14. Do not sign this Enrollment Agreement before you read it or if it contains any blank spaces.

I hereby acknowledge receipt of The School catalog, which contains information describing programs offered and equipment/supplies provided and which is incorporated herein by this reference. I acknowledge and agree that The School may modify, amend, or replace The School catalog or any of its terms from time to time and at any time in its sole discretion and that if The School catalog is modified, amended, or replaced, then I will be provided a copy of any modified, amended, or replacement catalog, which will be binding upon me after my receipt thereof. Also, I have carefully read and received an exact copy of this Enrollment Agreement. I understand that my enrollment may be terminated for any of the following reasons (in addition to any grounds for such termination in the catalog): if I fail to comply with The School's attendance and academic requirements; if I fail to comply with the terms of this Enrollment Agreement or any financial assistance accepted by me; or if I disrupt the normal activities of The School. While enrolled at The School, I understand that I must maintain Satisfactory Academic Progress as described in The School catalog before a credential may be awarded and that failure to maintain such progress may be cause for loss of financial assistance and/or termination of enrollment.

CANCELLATION PERIOD: YOU MAY WITHDRAW THIS AGREEMENT AT ANY TIME WITHIN FIVE BUSINESS DAYS FROM THE DATE YOU SIGN THIS AGREEMENT, MAKE AN INITIAL PAYMENT, OR FIRST VISIT THE SCHOOL, WHICHEVER IS LATER. IF YOU DO SO, ALL PAYMENTS MADE BY YOU OR ON YOUR BEHALF WILL BE REFUNDED. WITHDRAWAL CAN BE EFFECTUATED BY PERSONALLY APPEARING AT YOUR SCHOOL TO WITHDRAW, DEPOSITING A WITHDRAWAL LETTER IN THE MAIL TO YOUR SCHOOL AT THE ADDRESS PROVIDED ON THE FIRST PAGE OF THIS AGREEMENT (IN WHICH CASE, THE WITHDRAWAL WILL BE CONSIDERED EFFECTIVE AS OF THE POSTMARK DATE), SENDING AN ELECTRONIC MESSAGE TO WITHDRAWALS@ZENITH.ORG, OR PROVIDING AN ORAL WITHDRAWAL NOTICE TO PHONE NUMBER (888)-236-9614. IN EVENT OF DISPUTE OVER TIMELY NOTICE, THE BURDEN TO PROVE SERVICE RESTS ON THE APPLICANT.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities in this Enrollment Agreement and The School catalog, and that The School's cancellation and refund policies have been clearly explained to me.

Acknowledgment of Waiver of Jury Trial and Availability of Voluntary Dispute Resolution Procedures: By my signature, I acknowledge that I understand that both I and The School are irrevocably waiving rights to a trial by jury. I further acknowledge that I may, but am not required to, take advantage of the School's internal dispute resolution and arbitration procedures as set forth in the Dispute Resolution Policy addendum to this agreement. However, if I file suit against the School in any court, or if I seek arbitration, I agree not to combine or consolidate any Claims with those of other students, such as in a class or mass action.

Choice of Law, Exclusive Jurisdiction and Venue: This Agreement, and any dispute, claim, or cause of action arising out of or related in any way, whether directly or indirectly, to the undersigned student's relationship with the School, shall be governed by, construed, and enforced in accordance with the laws of the State of Virginia without regard to conflict of laws principles. Jurisdiction and venue for any such dispute, claim, or cause of action shall be proper only as follows: (1) If in a court of law, the student and the School agree and consent to the exclusive jurisdiction and venue of any courts, federal, state, or local, having a situs within Virginia. (2) Alternatively, if in arbitration, the student and the School agree and consent to arbitration at a location within the area covered by the federal district court in which the student resides.

Severability: If any provision or part of this Agreement is determined to be invalid or unenforceable, that provision or part will be stricken or modified to the minimum extent necessary to render the provision otherwise enforceable, and the remainder of the Agreement will remain in full force and effect.

ACCREDITATION STATUS DISCLOSURE

Except in limited circumstances, courses and credits from the School will not transfer to other schools, and a degree from the School will not be honored for admission to an advanced degree program.

SIGNATURES						
SIGNATURE OF STUDENT	DATE	IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN	DATE			
SIGNATURE OF ADMISSIONS OFFICER	DATE	SIGNATURE OF ADMINISTRATIVE OFFICIAL	DATE			
Representative's Certification: I hereby certify tha been interviewed by me. I further certify that the appearing on this agreement and the Enrollment agreement and a part hereof by this reference.	t re have been no Agreement Ado	(student's printed of verbal or written agreements or promises other the dendum and Disclosures, which is hereby incorpora	name) has nan those ated into this			
By:		Date:				

This agreement is a legally binding instrument when it has been signed by the student and accepted by The School as evidenced by the signature of the accepting officer.

This Agreement and Addendum can only be modified by a writing signed by both the Institution's President or Vice President and the student.

BE SURE TO READ THE BACK OF THIS AGREEMENT SINCE IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

BUYER'S RIGHT TO CANCEL

The applicant's signature on this Enrollment Agreement (Agreement) does not constitute admission into The School until the student has been accepted for admission by an official of The School. If the applicant is not accepted, all monies paid will be refunded.

After the applicant has signed the Agreement, the applicant may request cancellation in accordance with the "CANCELLATION PERIOD" section of this Agreement. A written notice of cancellation need not take any particular form, and, however expressed, is effective if signed and dated by the student and states that the student no longer wishes to be bound by the Agreement. The notice of cancellation, if sent by mail, is effective when deposited in the mail, properly addressed, with postage prepaid.

OFFICIAL WITHDRAWALS

An official withdrawal is considered to have occurred on the date that the student provides to The School official notification of his or her intent to withdraw. Students who must withdraw from The School are requested to notify the office of the Academic Dean/Director of Education in writing to provide official notification of their intent to withdraw. Students will be asked to provide the official date of withdrawal and the reason for withdrawal in writing at the time of official notification. When the student begins the process of withdrawal, the student or the office of the Academic Dean/Director of Education will complete the necessary form(s).

Quarter-based Programs: After the cancellation period, students in quarter-based programs who officially withdraw from The School prior to the end of The School's official add/drop period will be dropped from enrollment, and all monies paid will be refunded.

Modular Programs: Although there is no add/drop period in modular programs, for students who officially withdraw within the first five class days (or for weekend classes within seven calendar days from the date they started class, including the day they started class), all monies paid will be refunded.

DATE OF WITHDRAWAL VERSUS DATE OF DETERMINATION (DOD)

The date of withdrawal, for purposes of calculating a refund, is the student's last date of attendance. The date of determination is the earlier of the date the student officially withdraws, provides notice of cancellation, or the date The School determines the student has violated an academic standard. For example, when a student is withdrawn for violating an academic rule, the date of the student's withdrawal shall be the student's last date of attendance. The date of determination shall be the date The School determines the student has violated the academic rule, if the student has not filed an appeal. If the student files an appeal and the appeal is denied, the date of determination is the date the appeal is denied. If the student ceases attendance without providing official notification, the DOD shall be no more than 14 days or 7 consecutive class days, whichever is longer, from the student's last date of attendance.

FEDERAL FINANCIAL AID RETURN POLICY

Student Financial Aid (SFA)

The School is certified by the U.S. Department of Education as an eligible participant in the Federal Student Financial Aid (SFA) programs established under the Higher Education Act of 1965 (HEA), as amended (Title IV programs). The School is required to determine earned and unearned portions of Title IV aid for students who cancel, withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term.

Return of Title IV Funds Calculation and Policy

The Return of Title IV Funds calculation (Return calculation) is based on the percentage of earned aid using the following calculation:

Percentage of payment period or term completed equals the number of days completed up to the withdrawal date divided by the total days in the payment period or term. (Any break of five days or more is not counted as part of the days in the term). This percentage is also the percentage of earned aid.

Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned equals (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total dollar amount of aid that could have been disbursed during the payment period or term.

Return of Unearned Title IV Funds

The School must return the lesser of:

- 1. The amount of Title IV program funds that the student did not earn; or
- 2. The amount of institutional charges that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that were not earned.

The student (or parent, if a federal PLUS loan) must return or repay the amount by which the original overpayment amount exceeds 50% of the total grant funds received by the student for the payment period or period of enrollment, if the grant overpayment is greater than \$50. (Note: If the student cannot repay the grant overpayment in full, the student must make satisfactory arrangements with the U.S. Department of Education to repay any outstanding grant balances. The Student Financial Aid Department will be available to advise the student in the event that a student repayment obligation exists. The individual will be ineligible to receive additional student financial assistance in the future if the financial obligation(s) is not satisfied.)

The School must return the Title IV funds for which it is responsible in the following order:

- 1. Unsubsidized Direct Stafford loans (other than PLUS loans)
- 2. Subsidized Direct Stafford loans
- 3. Federal Perkins loans
- 4. Direct PLUS loans
- 5. Federal Pell Grants for which a return of funds is required
- 6. Academic Competitiveness Grants for which a return of funds is required
- 7. National Smart Grants for which a return of funds is required
- 8. Federal Supplemental Educational Opportunity Grants (FSEOG) for which a return of funds is required

If a student withdraws after the 60% point-in-time, the student has earned all Title IV funds that he/she was scheduled to receive during the period and, thus, has no unearned funds; however, The School must still perform a Return calculation. If the student earned more aid than was disbursed to him/her, the institution would owe the student a post-withdrawal disbursement, which must be paid within 180 days of the DOD. If a student earned less aid than was disbursed, The School would be required to return a portion of the funds, and the student would be required to return a portion of the funds. Any outstanding student loans that remain are to be repaid by the student according to the terms of the student's promissory notes.

After a Return calculation has been made and a state/institutional refund policy, if applicable, has been applied, any resulting credit balance (i.e. earned Title IV funds exceed institutional charges) must be paid within 14 days from the date that The School performs the Return calculation and will be paid in one of the following manners:

- 1. Pay authorized charges at the institution;
- 2. With the student's permission, reduce the student's Title IV loan debt (not limited to the student's loan debt for the period of enrollment);
- 3. Return to the student.

Time Frame within which Institution is to Return Unearned Title IV Funds

The School must return the amount of unearned Title IV funds for which it is responsible within 45 days after the DOD.

Effect of Leaves of Absence on Returns

If a student does not return from an approved leave of absence on the date indicated on the written request, the withdrawal date is the student's last day of attendance. For more information, see the Leave of Absence section in The School catalog.

REFUND POLICIES

If a state refund policy can provide a larger refund to the student than The School's Institutional Pro Rata Refund Calculation and Policy, the student will be given the benefit of the refund policy that results in the larger refund to the student.

Institutional Pro Rata Refund Calculation and Policy

When a student withdraws, The School must determine how much of the tuition and fees it is eligible to retain. The Pro Rata Refund Calculation and Policy is an institutional policy and is different from the Federal Financial Aid Return Policy and Return calculation; therefore, after both calculations are applied, a student may owe a debit balance (i.e. the student incurred more charges than he/she earned Title IV funds) to The School.

The School will perform the Pro Rata Refund Calculation for those students who terminate their training <u>before</u> completing the period of enrollment (i.e. students who receive a final grade of "W" or "WZ"). Under the Pro Rata Refund Calculation, The School is entitled to retain only the percentage of charges (tuition, room, board, etc.) proportional to the period of enrollment completed by the student. The period of enrollment for students enrolled in modular programs is the academic year. The period of enrollment for students enrolled in quarter-based programs is the quarter. The refund is calculated using the following steps:

- 1. Determine the total charges for the period of enrollment.
- 2. Divide this figure by the total number of calendar days in the period of enrollment.
- 3. The answer to the calculation in step 2 is the daily charge for instruction.
- 4. The amount owed by the student for the purposes of calculating a refund is derived by multiplying the total calendar days in the period as of the student's last date of attendance by the daily charge for instruction and adding in any book or equipment charges.
- 5. The refund shall be any amount in excess of the figure derived in step 4 that was paid by the student.

Virginia Refund Calculation and Policy

Fractions of credit for courses completed shall be determined by dividing the total amount of time required to complete the period or the program by the amount of time the student actually spent in the program or the period, or by the number of correspondence course lessons completed, as described in the contract.

For programs longer than one year, the policy outlined below shall apply separately for each academic year or portion thereof.

Quarter-Based Program Refund Policy

Proportion of Period of Enrollment Taught by Withdrawal Date	Tuition Refund to Student
Less than 25%	50% of program cost
25% up to but less than 50%	25% of program cost
50% or more	No Refund

Modular Program Refund Policy

Proportion of Period of Enrollment Taught by Withdrawal Date	Tuition Refund to Student
Less than 25%	75% of program cost
25% up to but less than 50%	50% of program cost
50% up to but less than 75%	25% of program cost
75% or more	No Refund

Textbook and Equipment Return/Refund Policy

A student who was charged for and paid for textbooks, uniforms, or equipment may return the unmarked textbooks, unworn uniforms, or new equipment within 30 days following the date of the student's cancellation, termination, or withdrawal. The School shall then refund the charges paid by the student. Uniforms that have been worn cannot be returned because of health and sanitary reasons. If the student fails to return unmarked textbooks, unworn uniforms or new equipment within 30 days, The School may retain the cost of the items that has been paid by the student. The student may then retain the equipment without further financial obligation to The School.

Time Frame within which Institution is to Issue Refunds

Refunds will be issued within 30 days of either the date of determination or from the date that the applicant was not accepted by The School, whichever is applicable.

Effect of Leaves of Absence on Refunds

If a student does not return from an approved leave of absence (when applicable) on the date indicated on the written request, monies will be refunded. The refund calculation will be based on the student's last date of attendance. The DOD is the date the student was scheduled to return.

STUDENTS CALLED TO ACTIVE MILITARY DUTY

Continuing Students

Continuing students called to active military duty are entitled to the following:

If tuition and fees are collected in advance of the withdrawal, a strict institutional pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal for active military service ("WZ").

Continuing Modular Diploma Students

Continuing modular diploma students who have completed 50% or less of their program are entitled to a full refund of tuition, fees, and other charges paid. Such students who have completed more than 50% of their program are entitled to a strict pro rata refund.

SEVERABILITY

If any provision or sub-provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

BE SURE TO READ THE FRONT OF THIS AGREEMENT SINCE IT IS PART OF YOUR CONTRACT WITH THE SCHOOL.

CHESAPEAKE CAMPUS 825 Greenbrier Circle #100, Chesapeake, VA 23320, Phone: (757) 361-3900, Fax: (757) 361-3917 Additional location of Everest College, Newport News, VA

NEWPORT NEWS CAMPUS 803 Diligence Drive, Newport News, VA 23606, Phone: (757) 873-1111, Fax: (757) 873-0728

WOODBRIDGE CAMPUS 14555 Potomac Mills Road, Woodbridge, VA 22192, Phone: (571) 408-2100, Fax: (703) 494-3242

Additional Location of Everest College, Seattle, WA