

# Enrollment Agreement Addendum and Disclosures

**Please take your time while you read the following information regarding your education program. Please ask as many questions as you like. Do not sign until you fully understand and agree with each paragraph. Put your initials at the end of each paragraph indicating your understanding of, and agreement with, each item. When you have finished reading the entire form, please sign your name in the space provided.**

## **PLACEMENT**

This School will provide assistance to me, upon graduation, in my search for employment. The School will offer placement assistance in the form of resumé development, interview preparation and other job-search skills to help me achieve my career goals. **However, the School does not guarantee employment, and no guarantee of employment has been made to me by any employee of the School.** I understand that poor attendance, poor grades and the inability to provide the Career Services department with the necessary requirements to help me in my job search can impact my ability to obtain employment. **INITIALS:** \_\_\_\_\_

## **SALARIES**

Salary information is provided for general informational purposes only. I understand that such salary statistics are estimated, and can vary by employer, geographic location, my qualifications and characteristics and actual job responsibilities. No employee of the School has guaranteed I will earn a specific salary or salary range upon graduation. **INITIALS:** \_\_\_\_\_

## **FINANCIAL AID**

I understand that financial aid may be available, but that it is not guaranteed and that I must qualify in order to be eligible. If financial aid is awarded, I agree that the amount or amounts disbursed to the School on my behalf are to be applied upon receipt to my outstanding tuition balance. As with any accredited School, student loans and/or Pell grants are made available depending upon financial information provided by the applicant. No employee of the School has guaranteed I will receive a grant or a loan. If I receive a loan, I understand that I will be responsible for repaying the loan and that I will only receive the balance of any refunds or settlements after all my loan obligations are fully satisfied. **INITIALS:** \_\_\_\_\_

## **NOTICE CONCERNING TRANSFERABILITY OF UNITS AND DEGREES EARNED AT OUR SCHOOL**

As with any accredited school, the transferability of credits to another institution is determined exclusively by each receiving institution. Units I earn in my programs, in most cases, will probably not be transferable to a college or university. For example, if I entered the School as a freshman, I will likely still be a freshman if I enter a college or university at some time in the future, even though I earned units here at the School. In addition, if I earn a degree, diploma or certificate in one of the programs offered by this School, in most cases, it will probably not serve as a basis for obtaining a higher level degree at a college or university. I acknowledge that it has not been guaranteed or implied by any employee of the School that my credits, diploma or degree will be transferable to another institution. **INITIALS:** \_\_\_\_\_

## **CURRICULUM CHANGES**

As career training programs are modified and updated to meet the needs of the students and community, the School may need to change, modify or terminate courses, or instructors or accreditation. No employee of the School has told me that the courses, instructors or accreditation will not be changed or modified while I am attending School. **INITIALS:** \_\_\_\_\_

## **SCHOOL CATALOG**

I understand that the School catalog contains the terms and conditions, attendance policies, grievance and complaint procedures, and program completion and graduation requirements pertaining to my educational program at this institution. I acknowledge that I have received a School catalog, I have read it, and agree to be bound by its contents. **INITIALS:** \_\_\_\_\_

## **CAMPUS TOUR AND ORIENTATION**

I acknowledge that I have received a tour of the campus and its facilities, and have been sufficiently and satisfactorily oriented to the School, its equipment, services, staff and faculty and all my questions have been answered to my satisfaction. **INITIALS:** \_\_\_\_\_

**HEPATITIS B WAIVER**

I understand that due to occupational exposure to blood and/or other potentially infectious materials I may be at risk of acquiring diseases such as the Hepatitis B viral (HBV) infection. As a student I am encouraged to receive the Hepatitis B immunization series. I further acknowledge that receipt of the Hepatitis B immunization will be at my expense and that the School does not administer or reimburse for the Hepatitis B immunization. I understand that by not getting the Hepatitis B vaccination I am at greater risk of acquiring the HBV infection. No School representative has told me anything to the contrary.

**INITIALS:** \_\_\_\_\_**REQUIREMENTS FOR CERTIFICATION AND LICENSING – MEDICAL BACKGROUND CHECKS**

I understand that upon graduation, I may be required to obtain licensure or certification in order to obtain employment in my chosen field. Medical background clearances may be part of the licensing procedure and externship requirements for allied health programs. The regulation of allied health certification and licensing requirements are governed by individual state codes. Medical conditions such as Hepatitis A, B, C, TB (tuberculosis), HIV/AIDS and related conditions may prevent me from obtaining a license or externship. This limitation is due to background checks, facility requirements, and city, county or state licensing standards. I am encouraged to learn the licensing and certification requirements for my program of study. I understand that I am ultimately responsible for knowing specific regulations in the city, county or state in which I plan to work. In addition, there may be a testing or licensing fee that I may be responsible for paying. I am aware that without a license in some allied health fields (e.g., massage therapy), I may not be employable. No School employee has guaranteed my eligibility for any certification or licensure.

**INITIALS:** \_\_\_\_\_**DENTAL ASSISTANT TRAINING**

I am aware that in some states I must become a registered dental assistant (RDA) or certified dental assistant (CDA) prior to working in the field. I have not been promised by any School employee that my program renders me eligible to sit for the RDA or CDA examinations, or eligible for any license. The regulations and requirements for students in the Dental Assistant program to obtain a Radiography License and Coronal Polish, and other expanded functions, are governed by individual state codes. I understand that I am responsible for obtaining this licensing information for the state in which I intend to work.

**INITIALS:** \_\_\_\_\_

**New Jersey students only:** I have filled out and signed the Minimum Requirements for Admission form.

**INITIALS:** \_\_\_\_\_**ALLIED HEALTH TRAINING**

The allied health programs, such as the Massage Therapy and Medical Assistant programs, include training and practice of various techniques on the bodies of fellow classmates and others. The practice will include activities such as injections, blood withdrawals and appropriate disrobing to provide access to the individual body part on which training will occur. A private changing area designed for disrobing is available. I will participate in this training as a student and have no health issues, which would prevent or affect fellow students from or when training on me. *I understand and assume the risks involved in such training.* Student practitioners, patients and clients are expected to learn, and are required to adhere to all professional practices at all times during the performance of training on fellow students and others. No School employee has told me anything to the contrary.

**INITIALS:** \_\_\_\_\_**PHARMACY TECHNICIAN TRAINING**

The requirements for obtaining employment in the pharmaceutical industry are highly regulated and can vary by state. I understand that a failed medical or criminal background check may affect employability by some employers and my ability to become licensed or registered as a pharmacy technician. I understand that a background check failure may prohibit me from completing the Pharmacy Technician program externship, which in turn, will prevent me from completing the training program. Depending on state requirements, a failed background check may or may not impact my eligibility to sit for the Pharmacy Technician Certification Board national exam. No School representative has promised or told me anything to the contrary.

**INITIALS:** \_\_\_\_\_**ADDITIONAL TRAINING DISCLOSURE**

I understand that some industries may require additional training, even after completion of my program at this School. Certain cities, counties, states and employers may have specific regulations for employment including a minimum number of training hours and successful completion of a written and or practical exam. This might impact the availability of externship and employment positions. No School representative has told me anything to the contrary.

**INITIALS:** \_\_\_\_\_**DISABILITY SERVICES**

The School might be required to provide reasonable accommodations should a student require them. I understand that to facilitate receipt of these accommodations, I must complete a Disability Services Request Form, which will be provided to me by the School upon request.

**INITIALS:** \_\_\_\_\_

**DRUG AND ALCOHOL ABUSE AND CODE OF CONDUCT POLICIES**

I acknowledge that I have received, and agree to abide by, the School’s policy on drug and alcohol use. I also acknowledge that I have reviewed the information on drug and alcohol abuse prevention included in the catalog. I acknowledge receipt of the School’s Code of Conduct Policy included in the catalog. I have read and understand the policy, and agree to abide by its terms and condition.

**INITIALS:** \_\_\_\_\_

**CREDENTIAL AWARDED**

The School’s catalog outlines the type of graduation confirmation I will receive (i.e., degree, diploma or certificate). I have explored the different credentials offered by Everest Institute, Everest College and Everest University and I understand the credential I will receive based upon my enrollment. No employee of the School has stated I will receive a confirmation of graduation different from that described in the School catalog.

**INITIALS:** \_\_\_\_\_

**SATISFACTORY ACADEMIC PROGRESS**

I understand that I must maintain Satisfactory Academic Progress as defined by the School catalog. I also understand that failure to maintain Satisfactory Academic Progress may result in probation, suspension or dismissal, and may impact my eligibility for financial aid and cause me to incur payback obligations.

**INITIALS:** \_\_\_\_\_

**EXTERNSHIP/CLINICAL**

Externship/clinical sites are not restricted to regular business hours and may require distant travel, different shifts or weekend work to allow for completion of required clinical hours. Requests for particular scheduling or locations will not be accommodated. If a medical facility or hospital requires employees to have drug screening prior to hire, I may also need to satisfactorily pass any background check requirements that may be necessary to participate in the externship/clinical.

**INITIALS:** \_\_\_\_\_

The externship course is scheduled to be between 120 to 240 hours, which typically equates to students completing 40 hours in a week. I understand that if I do not work 40 hours a week, it will take me longer than the allocated weeks to complete the course. No School representative has stated or implied anything to the contrary.

**INITIALS:** \_\_\_\_\_

Externship sites are not restricted to regular business hours and may require distant travel, different shifts or weekend work to allow for completion of required clinical hours. Evening students may have externship hours different from an evening class schedule. There is no guarantee as to when a student’s extern hours may occur. No School representative has stated or implied anything to the contrary.

**INITIALS:** \_\_\_\_\_

**COMPLETION AND PLACEMENT RATES**

I acknowledge that I have been notified that I may request completion/graduation rate information for this School. If I have been provided job placement rate information by the School, I acknowledge and agree that no School employee has provided different information to me verbally. No School representative has made any guarantees to me related to completion and/or placement.

**INITIALS:** \_\_\_\_\_

**SEX OFFENDER REGISTRY AND CAMPUS SECURITY REPORT**

In compliance with federal law, I acknowledge that I have been provided the website address for this School’s local sex-offender registry included in the catalog. I have been informed of the availability of the campus security report for this School, and how to obtain a copy of it. If applicable, I certify I have made the proper disclosures and registrations related to past proceedings involving me.

**INITIALS:** \_\_\_\_\_

**FIELD TRIP LIABILITY WAIVER**

In attending a course field trip, I hereby release the School, including all its subdivisions, instructors, employees and agents from all liability for any accidents or injuries that may arise from attending this event. I understand that the School is not acting as a common carrier for hire, and that as a student, I am responsible for my own transportation to and from the field trip location. I agree that this release not only binds myself, but also my family, heirs, assigns, administrators and executors.

**INITIALS:** \_\_\_\_\_

**GENERAL RELEASE OF CLAIMS**

*I hereby release and hold this School harmless from and against any and all claims of any kind whatsoever, including allegations related to needle sticks, allied health and automotive practice and techniques, slips and falls and quality of equipment and instruction, (collectively, “Claims”), against the School*

*(including its present and former parent companies, insurers, representatives and all persons acting by or through them), which I may have for any reason arising out of or relating to my education. I am aware of the risks involved with my education and knowingly assume those risks following my investigation into possible injuries and the nature and quality of my education. I further agree that if I bring any Claim against the School, I shall reimburse the School for its attorney's fees and costs incurred as a result thereof. I may opt out of this general release of Claims provision by delivering a written statement to that effect received by the School within 30 days of my first execution of an Enrollment Agreement with the School.*

**INITIALS:** \_\_\_\_\_

#### **BACKGROUND CHECK DISCLOSURE**

I understand that a background check and clearance may be required for externship/clinical site placement and employment in the field for which I am training. Should I desire to complete my externship/clinical or become employed at a hospital or any medical facility requiring a background check, I authorize the School to conduct, via a third party, a background check. I hereby give my permission for the background check clearance to be shared with hospital externship sites where I may be placed, and the results of the background check will be maintained in my student file. I understand that clearance will not be obtained if my background check identifies a conviction, pending case or uncompleted deferral/diversion for crimes committed within the last seven years. I have the right to dispute the information reported. Upon written request, I am entitled to a complete accurate disclosure of the investigation's nature and scope, as well as a written summary of my rights and remedies under the law.

To obtain employment in the security, justice or legal fields, I may be required to submit the following to a prospective employer: either a criminal history check from the Police department or Sheriff's office in the jurisdiction where I reside or an FBI background report. I understand that employers in many public safety organizations, such as law enforcement agencies, fire and rescue services, government security offices, as well as other employers, may require applicants to undergo a series of applicant screening processes that may include a background investigation, physical agility test and/or psychological examination. Students who have a confirmed background of drug abuse, poor credit, arrests or convictions for domestic violence, felonies or other crimes, or who have association with extremist groups and/or terrorists, street gangs or known felons, may face difficulty finding employment, and may not be eligible for employment in certain career positions.

I understand that if I am convicted of crimes of violence, drug-related crimes or felonies while enrolled at the School, I may become ineligible for certain externship, clinical or career positions in the field for which I am in training and for government financial aid. I acknowledge that I will remain responsible for any and all financial obligations to the School. No School employee has told me anything contrary to the foregoing.

**INITIALS:** \_\_\_\_\_

#### **CREDIT REPORTING DISCLOSURE**

I authorize the School and any affiliate or subsequent assignee, from time to time, to collect and disclose my personal and credit information from and to credit reporting agencies, credit bureaus, financial institutions, my creditors, and my employer.

**INITIALS:** \_\_\_\_\_

#### **PREGNANCY DISCLOSURE**

School programs may teach skills involving invasive procedures that may expose students to pathogens that could be harmful to an unborn child. In addition, I may find that my program requires substantial physical demands (patient lifting, moving, etc.). I am aware that I will be expected to participate in all lab courses required to complete my training, and this requirement will not be waived due to my pregnancy. I also understand that I will need a doctor's release in order to participate in the lab sessions, both during my pregnancy and upon returning to the School after delivery of the baby. No School representative has told me anything to the contrary.

**INITIALS:** \_\_\_\_\_

#### **STATEMENT OF GENERAL HEALTH**

In accordance with regulatory requirements, students seeking enrollment in an allied health program must submit a statement of general health. Under applicable federal and state laws, the School does not discriminate against age, sex, or health status. However, I am advised that many programs (especially allied health) have specific physical, cognitive, and/or other technical standards of performance that I will need to complete as part of my training. These standards may include, but are not limited to, manual dexterity, physical strength, auditory ability, visual acuity, communication clarity, reading comprehension, critical thinking acumen, decision-making ability, and emotional stability. I hereby attest that I am in good general health to meet the program requirements of the technical performance standards for my chosen program. No School employee has told me anything to the contrary.

**INITIALS:** \_\_\_\_\_

## DISPUTE RESOLUTION POLICY

1. You may choose to initiate the terms of the following dispute resolution policy in lieu of or prior to initiating a legal claim in a court of competent jurisdiction against the School. As set forth below, if you are not satisfied with the outcome of the internal dispute resolution process, you may, but are not required to, seek resolution of your complaint through arbitration or before a court of competent jurisdiction. In the event that you file for arbitration or if you file a claim before a court of competent jurisdiction, you agree not to combine or consolidate any claims with those of other students, such as in a class or mass action. **IN THE EVENT THAT YOU ELECT TO BRING A CLAIM IN COURT, YOU AGREE TO WAIVE YOUR RIGHTS TO A JURY TRIAL AND THAT THE CLAIM SHALL BE SUBMITTED TO A JUDGE ONLY AND NOT TO A JURY.**

INITIALS: \_\_\_\_\_

2. By signing this addendum, you acknowledge that the School has informed you of the availability of its internal dispute resolution procedure to resolve any claims you may have against the School. You may initiate this internal dispute resolution procedure by filing a written complaint with your academic advisor. The academic advisor will attempt to respond to your complaint and resolve the dispute within 15 days. If you are not satisfied with your academic advisor's resolution of your complaint, you may appeal his/her decision to the President of the School. If you file a claim after you withdraw or graduate from the School, you may initiate the internal dispute resolution process by filing a written complaint directly with the President of the School. Whether you initiate the internal dispute resolution process with your academic adviser or with the School's President, you may further appeal the School President's decision to the Provost of Zenith Education Group.

INITIALS: \_\_\_\_\_

3. If you are not satisfied with the outcome of the internal dispute resolution process described in paragraph two (2), you have the option of submitting your claim to arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules at a location within the area covered by the federal district court in which you reside.

INITIALS: \_\_\_\_\_

4. If you initiate arbitration, you may choose to have the School pay half the cost of the consumer filing fee set by AAA, arbitrator's compensation, and facilities fee ("Filing Fee"). In exchange for the School agreeing to pay one-half of the Filing Fee, you agree that once you initiate arbitration by submitting a claim to AAA you waive your right to bring a lawsuit against the school in a court of competent jurisdiction. The decision of the arbitrators shall be binding, and you agree not to appeal any arbitration decision to any court. If you are the prevailing party, the School will reimburse you for the portion of the Filing Fee that you advanced. You will not be responsible for reimbursing the School for the Filing Fee it advanced if the School is the prevailing party.

INITIALS: \_\_\_\_\_

5. Alternatively, you may decide to pay the entire Filing Fee. If you pay the Filing Fee, you will not waive your right to bring a lawsuit against the school in a court of competent jurisdiction if you are not satisfied with the outcome of the arbitration. If you are the prevailing party, the School will reimburse you for the Filing Fee.

INITIALS: \_\_\_\_\_

6. You will not be responsible for any Filing Fee under either paragraph 4 or 5 if you demonstrate hardship and, if represented, your attorney does not advance costs. In exchange for the School agreeing to pay the Filing Fee, you agree that once you initiate arbitration by submitting a claim to AAA you waive your right to bring a lawsuit against the school in a court of competent jurisdiction. The decision of the arbitrators shall be binding, and you agree not to appeal any arbitration decision to any court.

INITIALS: \_\_\_\_\_

7. If, upon completion of the internal dispute resolution process you desire to initiate arbitration, you should first contact the School's President, who will provide you with a copy of the AAA Consumer Rules. Information about the arbitration process and the Consumer Rules also can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879. You shall then contact the AAA, which will provide the appropriate forms and detailed instructions. You shall disclose this document to the AAA.

INITIALS: \_\_\_\_\_

8. Except as specifically required by law of the state in which this is executed or as may be specifically ordered by the arbitrator, the internal dispute resolution process and any subsequent arbitration process shall remain strictly confidential by the parties, their representatives and the AAA. This agreement to maintain the confidentiality of the arbitration process does not extend to the fact that an arbitration claim has been filed by you, as well as any decisions, final rulings, and award resulting from the arbitration, and/or any information exchanged by the parties, with the exception of personally identifiable information (except that a person may reveal his or her own personally identifiable information).

INITIALS: \_\_\_\_\_

9. All statutes of limitations applicable to any dispute apply to any arbitration between you and the School.

INITIALS: \_\_\_\_\_

10. Please note that nothing in this agreement prohibits you from also filing a complaint with any state or federal regulatory or enforcement agency, including the U.S. Department of Education, or accrediting agency. Such a complaint may be filed at any time and nothing in this Agreement precludes you from notifying any state or federal regulatory or enforcement agency regarding the internal dispute resolution process and any resulting arbitration.

INITIALS: \_\_\_\_\_

11. The School will provide you with a full copy of your student files upon written request without the need to initiate arbitration and at no charge.

INITIALS: \_\_\_\_\_

Texas students only: This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule. "Grievance procedure" refers specifically to the TWC Student Complaint Policy and information on filing a complaint with TWC can be found on TWC's Career Schools and Colleges Website at <http://csc.twc.state.tx.us/>. **INITIALS:** \_\_\_\_\_

**USE OF NAME, LIKENESS, AND VOICE**

I do hereby authorize Everest and their agents, successors, and assigns the exclusive right in perpetuity to use my name, likeness, and voice, recorded during the time I am a student of Everest. Such recordings may be in the form of photographs, videotape, film, sound recordings, or otherwise and may be incorporated in the production, use, and distribution of television, radio, video, stock footage, internet, print or any other form of distribution known now or discovered later. All use of my name, likeness, or voice shall be used for instructional, publicity, or promotional purposes only and shall belong solely to Everest to use, modify, or not use as it may wish; provided, however, that this consent does not cover any promotional use that may violate any accreditation agency standards applicable to Everest. **INITIALS:** \_\_\_\_\_

**RELEASES**

I hereby give Everest my permission to use my name, picture or appearance to support educational activities. **INITIALS:** \_\_\_\_\_

**ENTIRE AGREEMENT AND SEVERABILITY**

The Enrollment Agreement, this Addendum and Disclosure document and the School Catalog constitute my entire agreement with the School and supersede all prior written and oral statements to me. If any provision or sub-provision of this Enrollment Agreement Addendum and Disclosures document is 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. **INITIALS:** \_\_\_\_\_

This Agreement and Addendum can only be modified by a writing signed by both the Campus President and the student. No School representative has state or implied anything to the contrary. **INITIALS:** \_\_\_\_\_

**SIGNATURES**

By signing my name in the space provided below, I verify that I have read, understood and agree with the statements and agreements contained in this Enrollment Agreement Addendum and Disclosures form. I acknowledge that the School is relying on my agreements and representations when considering my admission. I will be bound by my agreements and representations.

**Wisconsin students only:** I have received a copy of the Student's Right to Cancel form (EAB 1.07) as an attachment to the enrollment agreement. **INITIALS:** \_\_\_\_\_

**Minnesota students only:** The Criminal Justice degree programs will not qualify graduates for law enforcement officer positions in Minnesota, nor allow graduates to sit for the Police Officers Standards and Training Test. **INITIALS:** \_\_\_\_\_

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SIGNATURE OF STUDENT PRINTED NAME OF STUDENT DATE

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SIGNATURE OF SCHOOL REPRESENTATIVE PRINTED NAME OF SCHOOL REPRESENTATIVE DATE

## **Messaging Disclosure / Consent to Receive Contacts**

I expressly consent to Everest or WyoTech contacting me regarding educational services using automated dialing equipment, prerecorded/artificial voice messages and/or text messages, at any telephone number I provide to Everest, even if the number is for a mobile telephone and/or using the number results in charges to me. I acknowledge that Everest has not required me to provide this consent as a condition of becoming a student at Everest. No Everest representative has provided or even implied information contrary to what is found in this paragraph.

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Student

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Student Signature

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Date