



Student Name:

 (Print) Last First Middle Initial

 Address City State Zip Code

Program Name: Certificate of Heavy Equipment Operations - _____

Total Clock Hours: _____ **Estimated Weeks:** _____

Enrollment Agreement Period Program - Start Date: _____ **Program Scheduled Completion Date:** _____

Training hours: Monday – Friday 6:30am – 5:30pm. Training hours and days to be determined on day one of your first class. Training times may be adjusted to accommodate seasonal weather conditions, holidays and other unforeseen circumstances.

METHOD OF PAYMENT: Payment is accepted by check, money order, wire transfer, debit card or credit card.

SOURCE OF PAYMENT: In consideration of my acceptance as a student during the dates listed on this Enrollment Agreement, I hereby enroll and obligate myself to pay to the order of **HEAVY EQUIPMENT COLLEGES OF AMERICA (“HEC”)** the following total tuition dollars with the signing of this Enrollment Agreement. Any balance due is to be paid prior to the Program Start Date.

Attention VA Students: the VA does NOT certify payments for housing directly to the school. Beneficiary is responsible for payment of the Housing Fee.

Tuition:	\$
Registration Fee:	\$
Training Supplies (<i>Books, safety glasses/gloves vest & hard hat</i>):	\$
Housing Fee:	\$
Student Tuition Recovery Fund Fee: (\$0.00 per \$1,000 of institutional charges, rounded to the nearest \$1,000 Prorated upon withdrawal. Refer to refund policy provision within this Agreement.)	\$
TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE	\$
ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM	\$
CREDIT FOR PREVIOUS COURSES COMPLETED	\$
TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT	\$

YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.

Additional Fees, as applicable: National Commission for the Certification of Crane Operators (NCCCO) re-testing fees, written: \$200.00 core and two specialty or \$95.00 specialty only, practical: \$250.00 examiner and \$90.00 to NCCCO. Remedial or refresher training: \$100.00 per day or \$160.00 per hour after school hours. Adaptable Equipment Proficiency Testing (ADEPT) re-testing fees, written: \$185.00 core and one specialty, \$25.00 for each additional specialty, practical: \$140.00 if during class hours, \$220.00 for after hours, \$15.00 for each additional specialty.

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

THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL. I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution’s cancellation and refund policies have been clearly explained to me.

Signature of Student: _____ **Date Signed:** _____

Date of Birth: _____ Driver's License/I.D #: _____ SSN# _____

Email: _____ Phone: _____

I, the undersigned School Official, certify that the student has been interviewed by a School Official and in his/her judgment the student meets the requirements for acceptance in the program. I further certify that there have not been agreements other than those appearing on this contract and the student is hereby accepted and enrolled.

Date: _____ Signature of School Official: _____

PAYMENT METHOD

All monies must be received prior to the start of class, or satisfactory payment arrangements must be approved by HEC. Heavy Equipment Colleges of America shall require the following maximum charges due upon enrollment: For a program that is completed in one term or four months, Heavy Equipment Colleges of America shall require payment of all tuition and fees on the first day of instruction. For a program designed to be longer than four months, Heavy Equipment Colleges of America shall not require more than four months of advance payment of tuition and shall provide a payment installment plan. When 50 percent of the program has been offered, Heavy Equipment Colleges of America shall require full payment. If a Heavy Equipment Colleges of America student makes a request to provide payment in full after the student has been accepted, enrolled, and the date of the first-class session is disclosed on the enrollment agreement, Heavy Equipment Colleges of America shall accept payment in full for tuition and fees. The limitations listed above shall not apply to any funds received by Heavy Equipment Colleges of America through federal and state student financial aid grant and loan programs, or through any other federal or state programs, if participation in any programs shall occur in the future. Definitions: Total charges are institutional charges and third-party fees. Third party fees are related to medical exams/vaccinations and exam/licensure fees for participation in the program, if applicable, and to meet the requirements to be eligible for entry level employment. Heavy Equipment Colleges of America tuition means the cost per hour and does not include Itemized fees such as the Registration.

REFUND POLICY

STUDENT'S RIGHT TO CANCEL

1. You have the right have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first-class session or the seventh calendar day after enrollment, whichever is later. Applicants who have not visited the school prior to enrollment will have the opportunity to withdraw without penalty within three business days following either the regularly scheduled orientation procedures or following a tour of the school facilities and inspection of equipment where training and services are provided.

Cancellation of this agreement can occur through: _____
Date

2. Cancellation may occur when the student provides notice of cancellation to any employee of Heavy Equipment Colleges of America.
3. The notice of cancellation need not take any particular form, and however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
4. If the student cancels within the Right to Cancel period, the school must refund 100 percent of the amount paid for institutional charges.
5. If a student is terminated by the school within the Right to Cancel period, the student will be considered a cancelled enrollment and all monies paid will be refunded.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund through 60 percent of the scheduled hours in the current payment period in your program through the last day of attendance. The refund will be less an enrollment fee not to exceed \$100.00, and less any deduction for books or supplies not returned in new condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

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

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.

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

Page 2 of 4

Revision Date: Nov. 20, 2024

_____ (Initial)

- The institution terminates the student’s enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the School.
- The student has failed to attend class for 2 days in a week.
- Failure to return from a leave of absence.

For the purpose of determining the amount of the refund, the date of the student’s withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the hourly charge for the program (total institutional charge, minus non-refundable fees, divided by the number of hours in the program), multiplied by the number of hours scheduled to attend, prior to withdrawal.

For programs beyond the current “payment period,” if you withdraw prior to the next payment period, all charges collected for the next period will be refunded. If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund, in excess of the unpaid balance of the loan, shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student.

If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

STUDENTS RIGHTS UNDER FERPA

The Family Educational Rights and Privacy Act (FERPA) affords eligible students certain rights with respect to their education records. An “eligible student” under FERPA is an individual who attends a postsecondary institution and is 18 years of age or older: Once a student reaches 18 years of age OR attends a postsecondary institution, he or she becomes an “eligible student,” and all rights formerly given to parents under FERPA transfer to the student.

UNDERSTANDINGS

1. **Catalog:** Information about Heavy Equipment Colleges of America is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. Heavy Equipment Colleges of America reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in Heavy Equipment Colleges of America, the student agrees to abide by the terms stated in the catalog and all school policies.
2. **Location of Instruction:** Training and instruction take place at 1955 West 9th Street, San Bernardino, California 92410.
3. **Certificate of Completion:** I understand that I will be awarded a Certificate of Completion when I have completed all the program requirements. A graduate must have passed each course in his/her program and have satisfied all financial obligations.
4. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** The transferability of credits you earn at Heavy Equipment Colleges of America is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Certificate of Heavy Equipment Operations - program is also at the complete discretion of the institution to which you may seek to transfer. If the credits or certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Heavy Equipment Colleges of America to determine if your credits or certificate will transfer.
5. **Enrollment Agreement:** All admission activities and instruction occur in English. If a prospective student is accepted for admissions based on documented English skills and his or her primary language is not English, the student has the right to obtain a clear explanation of the terms and conditions of this agreement and cancellation and refund policies in his or her primary language, at his or her expense by a translation service of his or her choosing prior to execution of the enrollment agreement.
6. **Career Services:** Placement assistance is provided. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any student or graduate.
7. **Questions:** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 1747 N. Market Blvd, Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

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

Page 3 of 4

Revision Date: Nov. 20, 2024

_____ (Initial)

8. **Complaints:** A student or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary Education by calling 888.370.7589 toll-free or by completing a complaint form, which can be obtained on the bureau's Internet Web site, www.bppe.ca.gov.
9. **Financing:** The student understands that if a separate party is financing his/her education, that the student, and the student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.
10. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:
 - a. The federal or state government or a loan guarantee agency may take action against the student, including applying any incometax refund to which the person is entitled to reduce the balance owed on the loan.
 - b. The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.
11. **Student Tuition Recovery Fund:** The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition. You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

My signature below certifies that I have read, understand and have had explained to me items 1 – 11 above under Understandings.

Signature of Student: _____ Date Signed: _____

NOTICE

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

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement. (Initial)

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet. (Initial)