

ENROLLMENT AGREEMENT

MITAGS

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This Enrollment Agreement is between the above-named school and _____

Student Name *SSN* *DOB*

Street Address *City / State / Zip* () *Telephone Number*

COURSE / PROGRAM DETAILS

Course/Program Title: _____

Start Date: _____ **Completion Date:** _____ **Length of Program (Clock Hours)** _____

Program Consists of: _____ hours/ day (0800-1600, M-F) x _____ days /week = _____ hours /week

Number of weeks required to complete training: _____

Breakdown of Course/Program Cost

PLEASE SEE ATTACHED

Total Cost: _____ **Tuition Due Date:** _____

I agree that the payment of program costs will be satisfied by (check all that apply):

Cash Credit Card Financial Aid Scholarship Third Party (e.g. VA, Voc. Rehab., L & I, Employer)

ATTENDANCE, CANCELLATION AND REFUND POLICY

ABSENTEEISM & TARDINESS: Per USCG policy, students must attend **90%** of the course to be eligible for a completion certificate. It is at the discretion of the Instructor to determine if an absence or tardiness is excused, assuming it does not exceed the 10% rule. If a student fails to attend classes, without notice, or misses time that interferes with the instruction of the course, it will be at the discretion of the Instructor and the Director to decide whether or not the student may complete the course.

COURSE COMPLETION: Upon completion of each course/program the student is awarded an original certificate. The school does not keep copies of certificates and if a replacement is requested a \$25 administrative fee will be charged.

JOB PLACEMENT / SALARY: MITAGS does NOT guarantee any job placement or salary upon completion of a course or program.

FAILURE & RE-TAKE POLICY: If a student fails a course they will have up to 12 consecutive months (one year) to re-take the course free-of-charge. All retake registrations are on a standby status. After 12 consecutive months (one year), the student must complete all course requirements again and pay the course fee in full. *Mate 500/1600 tons program and AB to Mate program students are eligible for TWO retakes free-of-charge for the duration of their program.*

PROGRAM/COURSE CANCELLATION BY STUDENT: As a condition of obtaining a refund, students are required to provide notice of cancellation in writing (email is acceptable) to the Admissions Department. Please review the refund policy outlined in this document.

COURSE CANCELLATION BY SCHOOL: The school reserves the right to cancel a class if the number of students enrolled is insufficient. If this occurs, the student will receive a full refund of monies paid for tuition or they may request to apply all monies paid to the next scheduled class.

DISCONTINUED PROGRAMS: If the school discontinues instruction in any Program after a student enters training, including circumstances where the school changes its location, students must be notified in writing of such events and are entitled to a full refund of all tuition and fees paid, unless comparable training is arranged for by the school and agreed upon, in writing, by the student. The student must make a written request for such a refund within ninety (90) days from the date the program was discontinued, or relocated, and the refund must be paid within thirty (30) days after receipt of such a request. If the school plans to discontinue a program it must notify the WTECB, MHEC, and affected students in advance. The notification must be in writing and must include at least data required under WAC 490-105-210(3).

GROUNDS FOR TERMINATION BY SCHOOL: A student that fails to maintain satisfactory progress, violates safety regulations, interferes with others' work, is caught cheating, is disruptive or obscene, is under the influence of alcohol or drugs, or misses more than 10% of a course or program is subject to immediate termination. If a student fails to meet financial obligations or misses portions of a course (up to the 10% rule) that interferes with instruction, then they are subject to termination by the Director. Students can be reinstated into a program by demonstrating that they have taken steps to improve their knowledge or skills to a level that would allow satisfactory progress.

REFUNDS: The school must refund all money paid if the applicant is not accepted. This includes instances in which a course or program is canceled by the school. The school must refund all money paid if the applicant cancels within 7 calendar days of signing this agreement. The student must notify the school of a cancellation in writing (email is acceptable) as a condition of obtaining a refund.

If the student cancels after the 7-day cancellation period expires or withdraws after instruction begins, refunds shall be based on the total contract price for the program and shall include all fees, except the application, registration, or enrollment fee and any charges for materials, supplies, or books which have been purchased by, and are the property of, the student. Any non-refundable items and applicable criteria (e.g. books must be returned in like-new condition) must be identified by the school as the time of enrollment.

MITAGS will issue a refund under the following circumstances:

- The school receives notice of the student's intention to discontinue training within the required time frame as described in the student cancellation policy above,
- The student is terminated for a violation of a published school policy that provides for termination,
- The school cancels a course due to insufficient enrollment,
- The school plans to discontinue a program. In this case, the school must notify the WTECB and affected students in advance. The notification must be in writing and must include at least data required under WAC 490-105-102(3).

If training is terminated after the course or program has begun, with the exception of those instances in which the 7-day cancellation period applies, the school may retain the registration fee plus a percentage of the total tuition as described in the following table. When calculating refunds, the official date of a student's termination is the last day of recorded attendance. In the case of an official leave of absence, if a student fails to return to training by the end of the leave of absence, a refund due a student shall be based on the last date of withdrawal or termination.

- If the student completes less than 10% of the program, the school will refund 90% of the tuition cost, less the registration fee*.
- If the student completes 10% of the program, but less than 20%, the school will refund 80% of the tuition cost, less the registration fee*.
- If the student completes 20% of the program, but less than 30%, the school will refund 60% of the tuition cost, less the registration fee*.
- If the student completes 30% of the program, but less than 40%, the school will refund 40% of the tuition cost, less the registration fee*.
- If the student completes 40% of the program, but less than 50%, the school will refund 20% of the tuition cost, less the registration fee*.
- If the student completes more than 50% of the program, no refund will be made.

***The school may retain an established registration fee equal to ten percent of the total tuition cost or one hundred dollars (\$100), whichever is less, if the applicant cancels after the 7-day cancellation period but before the first day of instruction.**

Refund Payouts: The student reserves the right to apply the refund amount due to a subsequent course enrollment if so desired. If a refund payment is preferred, the student, or the student's representative, must submit a request for this refund within ninety (90) calendar days of the date that notice of cancellation was submitted to the registrar or the student was terminated by the school. The request for a refund must be in writing (email is acceptable) and must include the following information: the course and the date it was cancelled, student name and address for a refund receipt, and student signature. Refund requests received later than ninety (90) days after the notice of cancellation will not be eligible for a refund unless extenuating circumstances exist that prevented the request from being submitted in a timely manner. Any extenuating circumstances must be explained in the request for a refund and will be evaluated by the school's director. All refunds will be paid within thirty (30) calendar days of the approval of the request.

VA PRORATED REFUND POLICY STATEMENT: MITAGS agrees that if a veteran student fails to enter the course, withdraws, or is discontinued at any time prior to completion of the course, the unused portion of paid tuition, fees, and other charges will be refunded or the debt for such tuition, fees, and other charges will be cancelled on a prorated basis as follows:

1. **Registration Fee** – An established registration fee in an amount not to exceed \$10 need not be subject to proration. Where the established registration fee is more than \$10, the amount in excess of \$10 will be subject to the proration.
2. **Breakage Fee** – Where the school has a breakage fee, it may provide for the retention of only the exact amount of breakage, with the remaining part, if any, to be refunded.
3. **Consumable Instruction Supplies** – Where the school makes a separate charge for consumable instructional supplies, as distinguished by laboratory fees, the exact amount of the charges for supplies consumed may be retained but any remaining part must be refunded.
4. **Books, Supplies, and Equipment**
 - a. The school will make a refund in full for the amount of the charge for unissued books, supplies, and equipment when:
 - i. The school furnishes the books, supplies, and equipment,
 - ii. The school includes their costs in the total charge payable to the school for the course,
 - iii. The veteran or eligible person withdraws or is discontinued before completing the course.
 - b. The veterans or eligible person may dispose of issued items at his or her discretion even if they were included in the total charge payable to the school for the course.
5. **Tuition and Other Charges** – Where the school either has or adopts an established policy for the refund of the unused portion of tuition, fees, and other charges subject to proration, which is more favorable to the veteran or eligible person than the approximate pro rata basis as provided in this subparagraph, such established policy will be applicable. Otherwise, the school may charge a sum which does not vary more than 10 % from the exact pro rata portion of such tuition, fees, and other charges that the length of the completed portion of the course bears to its total length. The exact proration will be determined on the ration of the number of days of instructions completed by the student to the total number of instructional days in the course.
6. **Prompt Refund** – In the event that the veteran, spouse, surviving spouse, or child fails to enter the course, withdraws, or is discontinued there from at any time prior to completion of the course, the unused portion of the tuition, fees, and other charges paid by the individual shall be refunded promptly. Any institution which fails to forward any refund due within 30 days after such a change shall be deemed, prima facie, to have failed to make a prompt refund, as required by this subparagraph.

VA STUDENT CONFIRMATION OF PRIOR CREDIT EVALUATION: Credit for previous training or experience is determined after the student's submission of official records of sea service letters and course completion certificates. The MITAGS completes the evaluation of prior training, experience, or service, adjusts the program course requirements to benefit the student schedule, and advises the student and the Department of Veteran affairs accordingly. The signing of this agreement confirms that this evaluation of prior credit was completed and applied in the enrollment process as was applicable.

NOTICE TO BUYER

Do not sign this Agreement before you read it or if it contains any blank spaces. This is a legal document. All pages of this Agreement are binding. Read both sides of all pages before signing. You are entitled to an exact copy of the Agreement, school catalog, and any other papers you may sign. You are required to sign this statement acknowledging receipt of the Agreement and Catalog. It is advised that you keep all documents regarding enrollment and financial obligations for future reference.

This Agreement will be binding only when it has been fully completed, signed and dated by the student, an authorized representative of the school, and a parent or guardian if the student is a minor, prior to the time instruction begins. Any changes in the Agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student. All pages of this contract are binding.

If you have not started training, you may cancel this Agreement by submitting written notice of such cancellation to the school at the address provided on the Agreement. Notice shall be submitted no later than midnight of the seventh business day (excluding weekends and holidays) following signing this Agreement or the written notice may be personally delivered to the school within that time. In the event of a dispute over timely notice, the burden to prove service rests on the sender.

MITAGS does not deny admission or discriminate against students enrolled on the basis of race, creed, color, sex, gender, age, disability, or national origin.

It is unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed, written consent of the student or his/her parent or guardian, and a written statement notifying all parties that the cancellation and refund policy continues to apply.

Special Notice during Flu Season

Students who have been diagnosed or exhibit flu-like symptoms that could be communicated to others may be refused entry into class.

ADA ACCOMMODATION: Should you like to request reasonable accommodations per the ADA, please contact the Student/Instructional Services Manager who shall arrange for these accommodations in the classroom for students with special needs, as required by the Americans with Disabilities Act (ADA). For students in the Mate 500/1600 tons program, please refer to the Consent and Release form for the Training Disclosure section for the physical requirements of the program.

MITAGS' Nondiscrimination Policy can be viewed in its entirety at <https://www.mitags.org/about-us/>

WASHINGTON STATE COMPLAINT PROCEDURE: The Seattle campus is licensed under Chapter 28C, 10RW. Washington State law requires private vocational schools to inform students how to file a complaint. By signing this form, you acknowledge that the following are true:

- The school has described the grievance and/or complaint policy to me.
- I understand that the policy can also be found in the school catalog.
- I know I should first try to resolve a complaint or concern with my instructor or school administration.
- I understand nothing prevents me from contacting the Workforce Board at 360-790-4600 at any time with a concern or complaint, and complaint forms are found here: http://wtb.wa.gov/PCS_Complaints.asp.
- I understand that I have one year to file a complaint from my last date of attendance.
- I further understand that in the event of a school closure, I have 60 days to file a complaint.
- I also understand that complaints are public records.
- Finally, I acknowledge that details about the complaint process, my rights, and any restrictions on the time I have to file a complaint can be found at http://wtb.wa.gov/PCS_Complaints.asp

Inquiries or complaints regarding this private vocational school may be made to:

Workforce Training & Education Coordinating Board

128-10th Avenue Southwest
Olympia, WA 98504
360-709-4600 pvsa@wtb.wa.gov

If attending classes in Seattle, please initial here to acknowledge understanding of the above Complaint Procedure: _____
Student Initials

