



**Bureau for Private Postsecondary Education**  
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## Enrollment Agreement Checklist

<b>Name of Institution: Marston Polygraph Academy</b>	<b>Application #:</b>
<b>Reviewer Name: James Anderson</b>	<b>Institution Code: 25448403</b>

Pursuant to the California Private Postsecondary Education Act of 2009 (CEC) and Title 5, Division 7.5 of the California Code of Regulations (5, CCR), an institution shall be in compliance with the enrollment agreement minimum requirements. The minimum requirements listed in the table below summarize relevant sections of the CEC and 5, CCR, or requests specific documentation in regards to the CEC and 5, CCR. Attached for your reference and convenience is the full text of those laws.

**Instructions:** For each numbered item listed in the table below:

1. Under "Enrollment Agreement Page No." write the page number(s) where the minimum requirement can be found in the enrollment agreement. If the minimum requirement is not applicable to your institution, write "N/A."
2. In your institution's enrollment agreement, indicate where each numbered minimum requirement is located, by writing and circling the corresponding "Item No." on the applicable enrollment agreement page;
3. Item Nos. 2, 3, and 22 are for your information and do not require a response; and
4. Complete and sign the declaration at the end of this document.

Item No.	Enrollment Agreement Minimum Requirements The Enrollment Agreement shall include CEC §94911 (§ references the section of the CEC and 5, CCR)	Review #1	Review #2
		9/25/2020	DATE
		Enrollment Agreement Page No.	Enrollment Agreement Page No.
1	Provide a separate statement indicating how you provide the enrollment agreement, disclosures and statements to students when they are unable to understand the terms and conditions of the enrollment agreement due to English not being their primary language.  If you recruit, or intend to recruit, in a language other than English, please provide a copy of your enrollment agreement, disclosures, and statements in that language. (CEC §94906(a)(b))	X	X
2	The enrollment agreement shall not contain a provision that requires a student to invoke an internal institutional dispute procedure before enforcing any contractual or other legal rights or remedies. (CEC §94907)	X	X

3	Any information required by the CEC to be included in the enrollment agreement shall be printed in at least the same size font as the majority of the text in that document. (CEC §94908)	X	X
4	The enrollment agreement shall include: the name of the institution and the name of the educational program, including the total number of credit hours, clock hours, or other increment required to complete the educational program. (CEC §94911(a))	1	
5	The enrollment agreement shall contain the following: (a) The name and address of the institution and the addresses where instruction will be provided. (b) Period covered by the enrollment agreement. (c) Program start date and scheduled completion date. (d) The date by which the student must exercise his or her right to cancel or withdraw, and the refund policy. (5,CCR §71800(a) through (d))	a) 1-2 b) 2 c) 1 d) 2	a) b) c) d)
6	The enrollment agreement shall contain the following: (e) Itemization of all institutional charges and fees including, as applicable: (1) Tuition; (2) registration fee (non-refundable); (3) equipment; (4) lab supplies or kits; (5) textbooks, or other learning media; (6) uniforms or other special protective clothing; (7) in-resident housing; (8) tutoring; (9) assessment fees for transfer of credits; (10) fees to transfer credits; (11) Student Tuition Recovery Fund fee (non-refundable); and (12) any other institutional charge or fee. (f) Charges paid to an entity other than an institution that is specifically required for participation in the education program. (5,CCR §71800(e) through (f))	e) 4 1) 2) 3) 4) 5) 6) 7) 8) 9) 10) 11) 12) f) 4	1) 2) 3) 4) 5) 6) 7) 8) 9) 10) 11) 12) f)

7	The enrollment agreement shall include a schedule of total charges, including a list of nonrefundable charges and the student's obligation to the Student Tuition Recovery Fund, clearly identified as a nonrefundable charge. (CEC §94911(b))	3	
8	The enrollment agreement shall include in underlined capital letters on the same page as the student's signature: <u>TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE;</u> <u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM; and</u> <u>THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT.</u> (CEC §94911(c))  The enrollment agreement does not include the required verbiage listed above, in underlined capital letters and on the same page as the student's signature.		
9	The enrollment agreement and schedule of student charges shall include specific required language related to the Student Tuition Recovery Fund (STRF). See CCR §76215(a) for the full text of the law for required language. (5,CCR §76215(a))	3	
10	The enrollment agreement shall include the following disclosures:  (1) A clear and conspicuous caption, "STUDENT'S RIGHT TO CANCEL," under which it is explained that the student has the right to cancel and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later.  (2) The institution's refund policy and a statement that, 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.  (3) A description of the procedures that a student is required to follow to cancel the enrollment agreement or withdraw from the institution and obtain a refund. (CEC §94911(e)(1)(2)(3))  The cancellation policy listed under section "OTHER TRAINING CLASSES (LESS THAN 400 HOURS)" does not meet the minimum refund requirements. The policy listed in this section does not allow a full refund if students cancel through the first class session.	1) 2 2) 2 3) 2	1) 2) 3)
11	The enrollment agreement shall include a statement specifying that, if the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. (CEC §94911(f))	2	
12	The enrollment agreement shall include a statement specifying that, if the student defaults on a federal or state loan, both the following may occur:  (1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.  (2) The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid. (CEC §94911(g)(1)(2))	1) 3 2) 3	1) 2)

13	<p>The enrollment agreement shall include the transferability disclosure that is required to be included in the school catalog. (CEC §94911(h) and §94909(a)(15))</p> <p>"NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION"</p> <p>"The transferability of credits you earn at (<i>insert name of institution</i>) is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the (<i>insert degree, diploma, or certificate</i>) you earn in (<i>insert name of educational program</i> *) is also at the complete discretion of the institution to which you may seek to transfer. If the (<i>insert credits or degree, diploma, or certificate</i>) 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 (<i>insert name of institution</i>) to determine if your (<i>insert credits or degree, diploma or certificate</i>) will transfer."</p> <p><b>*If institution offers more than one educational program, only the program in which the student is enrolling must be listed.</b></p>	3	
14	<p>The enrollment agreement shall include specific required statements directing students to the Bureau for unanswered questions and for filing a complaint with the Bureau. (CEC §94911(j)(1)(2))</p> <p>"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 (<i>insert address</i> *), <a href="http://www.bppe.ca.gov">www.bppe.ca.gov</a>, (<i>insert telephone number and fax number</i>*)." </p> <p><b>*The following may be used for inserts:</b> Address: 1747 N. Market Blvd. Ste 225 Sacramento, CA 95834 P.O. Box 980818, West Sacramento, CA 95798-0818 Web site Address: <a href="http://www.bppe.ca.gov">www.bppe.ca.gov</a> Telephone and Fax #'s: (888) 370-7589 or by fax (916) 263-1897 (916) 574-8900 or by fax (916) 263-1897</p> <p>"A student or any member of the public may file a complaint about this institution with the 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 <a href="http://www.bppe.ca.gov">www.bppe.ca.gov</a>."</p> <p><b>*The following may be used for inserts:</b> Toll-free telephone #: (888) 370-7589 Web site Address: <a href="http://www.bppe.ca.gov">www.bppe.ca.gov</a></p>	3           3	

15	<p>The enrollment agreement shall include specific required statements and a line for the student to initial. (CEC §94911(i)(1)(2))</p> <p>(1) "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."</p> <p>(2) <u>Immediately following the statement required by paragraph (1), a line for the student to initial, including the following statement:</u> "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."</p>	4	
16	<p>A student shall enroll solely by means of executing an enrollment agreement. The enrollment agreement shall be signed by the student and by an authorized employee of the institution. (CEC §94902(a))</p>	4	
17	<p>The enrollment agreement shall include a clear and conspicuous statement that the enrollment agreement is legally binding when signed by the student and accepted by the institution. (CEC §94911(d))</p> <p><b>The enrollment agreement does not include a clear and conspicuous statement that the enrollment agreement is legally binding when signed by the student and accepted by the institution.</b></p>		
18	<p>The enrollment agreement shall include a specific required statement above the space for the student's signature. (CEC §94911(k))</p> <p>"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."</p> <p><b>The enrollment agreement includes an incomplete version of the statement required above. The statement needs to be exactly the same as the one listed above.</b></p>	4	
19	<p>An institution extending credit or lending money to an individual for institutional and noninstitutional charges for an educational program shall cause any note, instrument, or other evidence of indebtedness taken in connection with that extension of credit or loan to be conspicuously marked on its face in at least 12-point type with the following notice: (CEC §94916)</p> <p style="text-align: center;">"NOTICE"</p> <p>"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."</p>	n/a	

	A note, instrument, or other evidence of indebtedness relating to payment for an educational program is not enforceable by an institution unless, at the time of execution of the note, instrument, or other evidence of indebtedness, the institution held an approval to operate. (CEC §94917)		
	In making consumer loans to students, an institution shall also comply with the requirements of the Federal Truth in Lending Act pursuant to Title 15 of the United States Code. (CEC §94918)		
20	The enrollment agreement shall disclose that an institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission. (5,CCR §71716(a))	n/a	
21	For institutions offering a distance educational program where the instruction is not offered in real time, the enrollment agreement shall disclose that the student shall have the right to cancel the enrollment agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750 of the Regulations. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials. (5,CCR §71716(b))	n/a	
22	For institutions offering a distance educational program where the instruction is not offered in real time, the enrollment agreement shall disclose that (1) An institution shall transmit all lessons and materials to the student if the student has fully paid for the educational program and, after having received the first lesson and initial materials, requests in writing that all of the material be sent. (2) If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, but shall not be obligated to pay any refund after all of the lessons and material are transmitted. (5,CCR §71716(c)(1)(2))	n/a	
23	For institutions offering a distance educational program where the instruction is not offered in real time, the enrollment agreement shall disclose the institution's and students' rights and duties under 5, CCR §71716(a)(b)(c). (5,CCR §71716(d))		

**To the best of my knowledge, I declare that the information submitted is true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title