

STUDENT ENROLLMENT CONTRACT

Rev 1/1/26- SD

Student Name:					
Student Address:					
City:		State:		Zip Code:	
Phone Number:		Student SSN:			

Witness our hands and seals on the below date, I acknowledge that I have read, understand and agree with the terms of this contract pages 1-3. I understand that I am enrolling as a student at the above listed school, and this is not an employment contract. I further acknowledge that I have access to, understand, and agree with the policies, rules, and regulations stated in the student handbook and that I have received a copy of this contract.

Student Signature

Date

Parent / Guardian Signature

Date

Authorized School Official

Date

1. The total number of hours required for the Esthetics program is 600 clock hours.

- The School agrees to accept 0 clock hours as transfer or re-entry hours.
- Kenneth Shuler School of Cosmetology agrees to provide instruction and training to the student for a total of 640 scheduled hours to complete the required amount of 600 attended hours for the Esthetics program at its place of business in the County and State aforesaid.
- The starting date to be September 21, 2018 and the completion on an estimated date of March 24, 2019.
- Instruction and training hereunder shall consist of: ☒ full-time or ☐ part-time consisting of not less than 6 hours per day, which the student agrees to complete not less than 30 hours per week.
- It will take approximately 4.9 months to complete the course.
- The student may have to pay additional monies above and beyond the tuition cost disclosed in this contract to complete the course if he / she does not complete said course within scheduled hours.

2. Reference is made to the provisions on the reverse side of this document, which are incorporated and made part hereof as the entire agreement between the two parties. No representation of guaranty has been made which is not expressly set forth herein. The School shall have the right to assign this contract at its discretion.

3. In order to graduate and receive all paperwork to be a candidate for licensure, each student must complete all of the following requirements: a) Each student must clock 600 hours of training for the esthetics curriculum and complete practical and theory credit as prescribed by the Kenneth Shuler School of Cosmetology. b) Achieve a cumulative grade of 75% or higher and perform all services with a degree of perfection. (NOTE: Theory will be evaluated using written exams; practical and clinic work and will be evaluated by direct observation and through on-the-spot critique by an instructor.) All esthetic theory work should be completed and turned in at 550 hours. The last 50 hours will be spent on the student salon to practice your skills for employment. c) Pass the practical exams as well as the final examinations administered by his/her designated instructor with a minimum of 75%. d) Pay all school tuition and overtime charges (if applicable) on completion of 550 hours. You will not be allowed to complete your remaining hours until debt is settled or a payment plan has been secured. e) Upon completion of all the above, a diploma will be awarded for graduation.

4. The course of instruction is intended to qualify students for the State Board examination.

5. Financial disclosures:

CHARGES BY PAYMENT PERIOD

Esthetics	Payment Period #1	Payment Period #2	GRAND TOTALS
Application Fee	\$ 100.00	\$ -	\$ 100.00
Registration Fee	\$ 0.00	\$ -	\$ 0.00
Tuition	\$ 3,983.50	\$ 3,983.50	\$ 7,967.00
Kit Charge + Taxes	\$ 854.09	\$ 1,103.91	\$ 1,958.00
Books	\$ 600.00	\$ -	\$ 600.00
Lab Fees	\$ 300.00	\$ 300.00	\$ 600.00
Amount Due	\$ 5,837.59	\$ 5,387.41	\$ 11,225.00

***Note: Kit A and Books are issued to students during Payment Period #1 and will be charged in Payment Period #1. Kit B is issued to students during Payment Period #2 and will be charged in Payment Period #2.

Tuition/Fee Waivers - Kenneth Shuler School of Cosmetology accepts Kenneth Shuler School of Cosmetology discount coupons, Kenneth Shuler School of Cosmetology Scholarships, the ACE Grant, and an additional Non-Compete Instructor Training Agreement.

Payments may be made by cash, check, money order, credit card, Vocational Rehabilitation, Veterans Benefits (for approved locations), Department of Social Services Foster Care, Workforce Investment Act, 529 Plan, other miscellaneous scholarships, or through non-federal loan programs. **Payment shall be made to the School at its place of business stated above or TFC Credit Corporation.**

Total charges of \$ 11,225.00 scheduled to be paid by estimated Financial Aid, payment options above and/or contracted TFC Credit Corporation payments. All monies for tuition and fees are due and payable to the School on the first day of each payment period, unless other arrangements have been made in writing and approved by the Financial Aid Coordinator of the School. Federal Policy shall handle any excess Title IV funds. Title IV funding does not cover the cost of the application fee.

6. Default: Default in payment of any installment, when past due for forty-five (45) days, may result in student termination and renders the entire balance immediately payable, provided that the South Carolina Right to Cure Notice has been complied with. In the event of acceleration, the student agrees to pay reasonable collection fees and/or attorney's fees subject to the unpaid debt after default suit or collection together with court costs and interest on the accrued balance at one-and-one half (1 ½) percent per month.

7. For those students who choose to withdraw from school the refund policies are as follows:

Return of Title IV Funds:

The school is required by Federal Regulations to determine the earned and unearned Title IV aid a student has earned as of the date the student ceased attendance based on the amount of time the student was scheduled to be in attendance. The calculation of the Title IV funds earned by the student has no relationship to the student's incurred institutional charges.

Up through the 60% point in each payment period, a pro-rata schedule is used to determine the amount of Title IV funds the student has earned at the time of withdrawal. After the 60% point in the payment period, a student has earned 100% of the Title IV funds he or she was scheduled to receive during the payment period. The school is required to return any unearned Title IV funds, it is responsible for, within 45 days of the date the school determined the student withdrew, and offer any post-withdrawal disbursement within 30 days of the date the school determined the student withdrew.

The school must return Title IV funds to the programs from which the student received aid during the payment period as applicable, in the following order, up to the amount disbursed from each source:

- Unsubsidized Direct Federal loans (other than PLUS loans)
- Subsidized Direct Federal loans
- Direct PLUS loans
- Federal Pell Grants for which a return of funds is required

State Refund:

Not applicable

Institutional Policy:

This refund policy is based on your elapsed time known as scheduled time. The scheduled time as of your withdrawal date is divided by the number of contracted hours for the course, this percentage is then compared to the table on your contract. The school takes the portion that is earned and deducts all monies paid to the account. If the difference incurs a negative balance then the overpayment will be returned to that student within forty-five (45) days from the school's determination of drop date. If this incurs a positive number then the student owes the school the balance. Examples for those above items are available upon request.

Refund Policy Notes

In cases of formal termination by the school, unofficial withdrawal, or in the case of a leave of absence, any monies determined to be owed to the student shall be returned to the student within forty-five (45) days from the date the school has determined the withdrawal. If a student, who is on an approved leave of absence, does not want to return to school, then he/she must inform the school in writing. The date of official withdrawal will be the earlier of either the return date of the approved leave of absence or the date in which the school was informed of the withdrawal. Unofficial withdrawals will be determined based upon the monitoring of monthly attendance.

Refund Policies - Title IV Recipients / Non Title IV Recipients / 2nd Time Enrollments

All refunds are based on your elapsed time known as scheduled time. Applies to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure.

- A) An applicant not accepted by the school shall be entitled to a refund of all monies paid less an application fee of \$100.00
- B) If a student (or in case of a student under legal age, his/her parent or guardian) cancels his/her enrollment and demands his/her money back in writing within three business days of signing of the contract, all monies collected by the School shall be refunded less an application fee of \$100.00. The cancellation date will be determined by the postmark on written notification or the date said information is delivered to the School Administrator in person. This policy applies regardless of whether or not the student has actually started school.
- C) If a student cancels his/her contract after three business days, but prior to entering classes, he/she shall be entitled to a refund of all monies less an application fee of \$100.00.
- D) For students who enroll and begin classes, the following schedule of tuition adjustment will apply:

Percentage Length Completed (Scheduled) to Total Length of Course	Amount of Total Tuition* Owed to the School	*In refund calculations, Kit, Books, and Lab Fees are included in "Tuition Cost."
0.01% to 4.9%	20%	
5.0% to 9.9%	30%	
10% to 14.9%	35%	
15% to 24.9%	45%	
25% to 39.9%	60%	
40% to 49.9%	70%	
50% and over	100%	

Enrollment time is defined as the time elapsed between the actual starting date and the date of the student's last day of physical attendance in the School. Therefore, all refunds are calculated based on the student's last date of physical attendance. Any tuition due the applicant shall be refunded within 45 days of formal cancellation by the student, or in case of a minor, his/her parent or guardian, or a formal termination by the School which shall occur no more than forty-five (45) calendar days from the date the school has determined the withdrawal or in the case of a leave of absence, the documented date of return. This contract may be terminated by written notice to the School. The termination date will be the date of the postmark of the notice or the date of receipt by hand-delivery to the School Director at the campus that the student attended. Unofficial withdrawals will be determined based upon the monitoring of monthly attendance. Students who have not attended school for 14 consecutive calendar days will be terminated, unless they have contact with a school official and received permission to be out no more than an additional 7 calendar days. If the student does not return as planned, they will then be administratively terminated from school. The termination date will be the last day of physical attendance.

- E) When situations of mitigating circumstances are in evidence, (long-term illness, disabling accident, death in the immediate family, etc.) the school may make a settlement with the student that is fair and reasonable to both parties.
- F) A \$100.00 non-refundable application fee will be charged for students re-entering after 180 days of their last physical date of attendance.
- G) If a course is cancelled subsequent to a student's enrollment, and before instruction in the course has begun, the school will provide a full refund of all monies paid within 45 days of notice of course and/or program cancellation.
- H) If a course is cancelled or the school ceases to offer instruction after the student has enrolled and instruction has begun, the school, which is covered by a surety bond, the school at its option will: (1) provide a pro rata refund within 45 days of notice to the student; or (2) will resume teaching the course and/or program within 30 days of notice to the student; or (3) participate in a Teach Out Agreement; or (4) provide a full refund of all monies paid, less

the non-refundable application fee. The student's rights hereunder may not be assigned, but the School may sell, assign or transfer its rights to payment hereunder, but such assignment will not relieve the School from its obligation hereunder. Both parties hereto are bound to the faithful and earnest performance of the enrollment contract. Students who are using Title IV funds to pay tuition that fail to complete the entire course will be refunded according to the Return of Title IV Funds Calculation.

- I) If the School is permanently closed or is no longer offering instruction after the student has enrolled and instruction has begun, the school shall, at its option, either provide a pro rata refund or participate in a Teach-Out Agreement. A listing of students, as well as the amount of their refunds, will be sent to our accrediting agency. The school, at this time, provides no teach-out agreement. Therefore, the school will provide the student with a pro-rata refund of tuition when applicable.
- J) Students, who have withdrawn or were terminated, will be notified in writing if there is an outstanding balance on their account. The student must contact the school within 30 days to either pay the balance or make arrangements for paying the balance. If no contact is made by the student, then his/her account will be sent to collections.
- K) Kits and books are non-refundable and cannot be returned for credit towards an account balance once received by the student.

If at any time a student's account balance becomes a negative amount, the student may allow the school to hold any excess funds to cover additional educational expenses. If no additional fees apply then a refund payable to the student will be made within fourteen (14) days from the date the negative balance occurred.

8. Any student that exceeds their contracted allowable absent hours prior to completing their required program hours, will be responsible for paying charges for additional instruction (Overtime Charges). The student will be charged \$25 per week for each week it takes to complete the required clock hours to graduate from their program. Once the student is notified of the OT charges, the \$25/week charge will begin the following scheduled school week. The student cannot return to school until the \$25 is paid. If the student is absent 14 consecutive calendar days, then he/she will be terminated from the program. This charge is only prorated for school closures, holidays, or the final week the student completes their hours. This payment must be made to the Director (or in his/her absence to the Financial Aid Coordinator) prior to clocking in that day. The student must attend school their contracted schedule, at minimum, and will be allowed to attend as many hours as possible to make up their time. The maximum allowed weeks to graduate, at the \$25 per week rate, will be calculated by dividing the remaining hours needed to graduate by the students weekly scheduled hours. If the student does not graduate within this time frame, the same formula will be used to calculate the remaining weeks needed to graduate. At that time, the student will be required to pay \$100 a week until graduation and he/she must follow the same guidelines.

Cosmetology – Required Hours to Graduate is 1500 and the allowable scheduled hours is 1600

Esthetics - Required Hours to Graduate is 600 and the allowable scheduled hours is 640

Instructor Training - Required Hours to Graduate is 750 and the allowable scheduled hours is 790

Transfer Students - Required Hours to Graduate is Per the Contract and the allowable scheduled hours is Per the Contract

9. Other Charges:

- In regards to student records: In the case of a student who lives outside of a reasonable driving distance copies will be sent at \$0.50 per page plus postage costs.
- In regards to schedule changes: There will be no charge for the first change or switching to fast track. Any 2nd change will incur a \$25.00 charge. Each additional change will be a \$50 charge.

10. Notice: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or service obtained with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amount paid by the debtor hereunder.

11. The student has been given access to the Kenneth Shuler School of Cosmetology Rules and Regulations Student Handbook online. A copy of the South Carolina Board of Cosmetology Rules and Regulations will be made available at the request of the student. The student agrees to abide by all rules as published while enrolled in school.

12. The decision to terminate a student is not taken lightly. It is the actions and the decisions made by the student which causes the termination. Therefore, in essence, the student terminates himself/herself from the program. All decisions are final. The following is a list of reasons, not all inclusive, that may lead to termination:

- A student who does not maintain satisfactory standard of attendance and conduct
- Cheating in any form
- Theft to include tampering with guest tickets and not charging the full amount for services
- Racial remarks or comments
- Disparaging remarks towards the school, staff, or other students
- Fighting / any type of physical attack or participation in such will result in immediate termination
- Drug and Alcohol usage per policy
- Threatening language or actions to include bullying
- Disruption of the educational environment
- Flagrant violation of any rules and/or policies within the school
- Receiving three or more disciplinary infractions

13. Job Placement – Kenneth Shuler School of Cosmetology neither guarantees employment after graduation nor a certain level of salary for any employment obtained. All graduates are encouraged to request our staff to assist them in securing a position in Cosmetology or its related field.

14. In the event a student terminates for any reason, the school will provide the student with a certified transcript (free of charge) provided all contractual agreements have been met. Any further transcripts require a \$35.00 fee. The School is only responsible for hours and academics for a period of 5 years from when the student enrolled.

15. The School will not release to any licensing board or any other schools, any certified hours or transcripts unless all financial and contractual obligations have been met or satisfactory payment arrangements have been agreed upon.

16. The student shall be provided a copy of their performance record.