



## ENROLLMENT AGREEMENT (revised 02-01-2017)

American Winds offers 12 flight training courses. In addition, we offer academic courses and programs. AWA does not award compensation for enrolling or attending flight training. Requirements, course description, fees, refund policies, and student guidelines/expectations below. \* English is the official language of AWA and all documents are in English.

Date: \_\_\_/\_\_\_/\_\_\_\_\_ (mm-dd-yyyy) Social Security #: XXX—XX—\_\_\_\_\_

Student: \_\_\_\_\_  
(First) (Middle) (Last)

Street Address: \_\_\_\_\_  
(City) (State) (ZIP) (Apt#)

Home Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Sex: Male\_\_\_ Female\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_\_\_ (mm-dd-yyyy)

Birthplace: \_\_\_\_\_ (City) \_\_\_\_\_ (State) Citizenship: USA/ other \_\_\_\_\_

Birth Certificate # \_\_\_\_\_ Driver's License # & State: \_\_\_\_\_

\*International students must possess a student visa in accordance with U.S. current laws.

Passport #: \_\_\_\_\_ Visa #: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ (First) \_\_\_\_\_ (Last) Relationship: \_\_\_\_\_

Home Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Claims or disputes arising out of or relating to the terms of this Agreement shall be decided by binding arbitration. The parties to this Agreement bind themselves to decide any possible dispute that they may have outside of the jurisdiction of the local, state and federal courts or administrative agencies for any matter whatsoever. Any claim or dispute between the parties must be brought within one (1) year from the date that said claim or dispute arises. Each party is responsible for its attorney fees. The arbitration award shall be entered in any court of competent jurisdiction for an Order or enforcement if necessary.

Cancellation Policy - Student may cancel enrollment at any time, subject to Cancellation and Refund Policy. Please see the Cancellation and Refund Policy outlined in this document and on **page 70** of the Academic Catalog.

The final judicial determination of the invalidity or enforceability of any term or provision, or any clause or portion thereof of this Agreement, shall in no way impair or affect the validity or unenforceability of any other provision of this Agreement, which shall remain in full force and effect.

The failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right of power herein at any one time or more time be deemed a waiver or relinquishment of such right or power at any other time or times.

### ACADEMIC PROGRAM ENROLLMENT

**Program Selected** (check one):

- Instructor Pilot (690 clock hours)  
 Professional Pilot (685 total clock hours)  
 Aviation Administration & Management (620 total clock hours)

**Enrollment / Graduation**

Enrollment Date: \_\_\_\_/\_\_\_\_/\_\_\_\_(mm-dd-yyyy)      Expected Graduation Date: \_\_\_\_/\_\_\_\_/\_\_\_\_(mm-dd-yyyy)

Term	Projected Start Date*	Expected Completion Date
Winter: Jan. – March		
Spring: April – June		
Summer: July – Sept.		
Fall: Oct. – Dec.		

**\*Start Date of Ground School & Flight Training:** American Winds does not obligate a student for more than 12 months. A student has the option to attend ground school in conjunction with their flight training or attend a ground school in its entirety prior to flight training. Ground school runs on a consistent basis every nine weeks. Ground school classes typically begin in January, April, June, August and October. Classes are run typically Monday and Wednesday every week from 6-8 p.m.

The average length of time for a student taking a full course load is 15 months with a maximum of 22 months for program completion. Enrolled students may begin flight training and schedule flight time as often as they wish in order to complete the required number of clock hours. Completion of training is dependent upon factors such as satisfactory academic progress, passing FAA written exams, passing check-rides and weather.

Class schedule dates/times are arranged between the Certified Flight Instructor and student. American Winds is open 7 days a week; Monday-Friday 9 a.m. – 6 p.m. and Saturday-Sunday 9 a.m. – 5 p.m. to accommodate the varied scheduling needs of students. Students are expected to adhere to the Attendance Policy as outlined on **page 65** of the Academic Catalog.

**TUITION/FLIGHT TRAINING COSTS\***

Registration Fee	___ \$100 domestic student / \$180 int'l. student	\$ _____
Security Deposit	___ \$150 ___ \$200 ___ \$300 ___ \$400 ___ \$500	\$ _____
Flight Kit		\$ 450
Ground School		\$ 495
Core Course Tuition		\$ _____
FAA Medical License		\$ _____ ♦
FAA Written Test		\$ _____ ♦
FAA Checkride		\$ _____ ♦
Flight Dual	___ hours @ \$___ / hour	\$ _____
Flight Solo	___ hours @ \$___ / hour	\$ _____
Pre- / Post-Flight	___ hours @ \$___ / hour	\$ _____
Simulator	___ hours @ \$___ / hour	\$ _____
Evaluation Flight/Proficiency Test		\$ _____
Manuals/Charts		\$ _____
Additional Expenses	_____	\$ _____
<b>Less Deposit</b>		<b>\$ _____</b>
<b>Less Credit Transfer</b>		<b>\$ _____</b>
<b>BALANCE DUE</b>		<b>\$ _____</b>

The above cost estimates are based on AWA's good faith estimate of the flight and academic instruction that will be required in order for the student to satisfactorily complete his or her selected course of instruction. The cost estimates are based on the School's published schedule of fees and expenses, and may be amended from time to time. The above cost estimates are subject to change based on additional course completion time, fuel surcharges, and/or flight hours required by the student and any good faith miscalculation of the estimated cost by the School.

\* Does not include fuel surcharge costs.

American Winds cannot predict the exact cost of your flight training beforehand. Advertised minimum flight times are based on FAA Certified, Part 141 Flight Training minimum requirements. The cost of flight training depends on many factors, including type and size of aircraft, how often the student flies, and the time and dedication that the student spends on academic study.

\* Monies paid for FAA check-rides, FAA written tests and FAA medicals are Incurred Costs from outside organizations who, therefore, set their own pricing.

## HOURLY RATES

<u>Aircraft</u> Cessna 150	<u>Rate</u> \$69	<u>Aircraft</u> Piper Warrior	<u>Rate</u> \$109	<u>Aircraft</u> Cessna 172SP	<u>Rate</u> \$119
<u>Aircraft</u> Piper Arrow	<u>Rate</u> \$129	<u>Aircraft</u> Piper Apache	<u>Rate</u> \$188	<u>Aircraft</u> Piper Seneca II	<u>Rate</u> \$265

## PAYMENT METHOD (circle as appropriate):

VISA                      MC                      Discover                      Check # \_\_\_\_\_                      Cash  
 Loan # \_\_\_\_\_                      Source: \_\_\_\_\_

Payment may be cash, a check in U.S. funds drawn on a U.S. bank, money order, and wire transfer, VISA, MasterCard or loan. Payments must be arranged ahead of time through Pilot Finance, VA or financial institution. Students who select self-pay option must make payment at time of service.

**TRUTH IN LENDING STATEMENT:** All estimated costs and expenses for courses and related materials are as set forth herein. There are no carrying charges, interest charges or service charges connected with or charged in connection with any of the programs. Prices are subject to change due to fuel surcharges and other curriculum cost.

## TRANSFER OF CREDIT (INCOMING)

Transfer of credit is evaluated and accepted according to the policies and procedures explained in this catalog at the time of the admissions process. Credit will be given for completed courses (academic or flight) by another academic institution or AWA. Credit will also be given for partial (previous/non completed course) flight training according to FAA regulations.

AWA does not offer any options for earning credit through examinations such as the ACT Proficiency Examination Program (PEP), the Regents' College Examinations, the College Board's Advanced Placement (AP) program and College Level Examination Program (CLEP), the Defense activity for Non-Traditional Education Support (DANTES) Subject Standardized Testing (DSST), widely accepted industry certification, or institution-developed test, due to strict FAA Regulations.

AWA has sole discretion in determining which and how many transfer hours will be accepted toward completion requirements. AWA cannot guarantee that courses are transferrable to other academic institutions.

Requests for transfers to or from AWA will be processed within 5 working days of the receipt of the required information. All transfers of credit hours will be reviewed by the Director of Academic Affairs for accuracy prior to transfers being effective.

#### Completed Academic Courses

AWA will transfer in credit for all academic courses from another accredited or FAA approved academic institution. The student must successfully complete each course with a grade of C or better. A student is not limited to the number of courses transferred in. The DAA will apply transfer in course credit appropriately to the student's program requirements.

The DAA will transfer in course credits older than ten (10) years on a case-by-case basis. If transfer credit is not awarded, a student will enroll in a course according to current enrollment procedures.

#### Completed Flight Courses

AWA will transfer in credit for all FAA Certificates and Ratings. Students will receive credit for the appropriate flight course corresponding to the Certificate or Rating held. The DAA will apply transfer in course credit appropriately to the student's program requirements.

#### Incomplete Academic Courses

Students will not receive transfer in credit for incomplete academic courses from another academic institution. Students enrolled in the AWA ground courses (PA200, PA210, PA220, PA230) may transfer credit for their academic performance completed on their syllabus for up to one year. After one year, students will not receive transfer in credit and must complete the entire course.

#### Incomplete Flight Courses

AWA will transfer in credit for flight training from another flight institution or AWA under the FAA regulations Part 61 and Part 141. Students will receive credit for previous training to meet their current certificate or rating sought with proper documentation and verification.

The FAA has made provisions to transfer Part 61 flight training to our Part 141 curriculum. If the Student is in the process of obtaining a certificate or rating and it may not be advantageous to transfer credit under Part 141, and may wish to complete their flight training under Part 61. AWA will transfer credits under Part 61 in accordance with current FAA Regulations.

The transfer of instructional credit hours earned at a FAA Part 141 flight school is governed by Title 14 CFR Regulation 141.77 (c)(1) (2) (3) (4). All transfer requests for enrollment at AWA must be accompanied by certification from the previous school as to the kind and amount of training provided, and the result of each stage check given.

FAA regulation part 141.77 Subpart C states "a student may be given credit towards the curriculum requirement of a course for previous experience and knowledge, provided the following conditions are met":

- If the credit is based upon a Part 141 approved training course, the credit given to that student for the previous pilot experience and knowledge may be 50% of the curriculum requirement and must be based upon the proficiency test or knowledge test, or both conducted by the receiving flight school.
- If the credit is not based upon a Part 61 approved training course, the credit given to that student for the previous pilot experience and knowledge shall not exceed more than 25% of the curriculum requirements and must be based upon the proficiency test, knowledge test, or both conducted by the receiving flight school.
- The receiving school determines the amount of course credit to be transferred under the FAA regulation, based on a proficiency test, knowledge exam or both of the student. A proficiency test and/or knowledge exam will then be scheduled to determine the amount of credit that will be allowed to transfer, and determine if recurrent training needs to be implemented for proficiency. The Student will be informed of the results of this evaluation and to the amount of credit received.

- Credit for training specified the aforementioned FAA regulation may be given only if the previous provider of the training has certified in writing, or other form acceptable to AWA as to the kind and amount of training provided, and the result of each stage check and end-of-course test, if applicable, given to the student.

#### Transfer of Credit Documents Needed

All transfer of credit requests will require proof of successful completion of a comparable course at another institution:

- an official copy of all records—transcript, curriculum or syllabus (flight lessons, stage exam results etc.) demonstrating course content comparable to the FAA required curriculum and/or AWA courses.
- a certification letter from the previous flight institution stating detailed information about the type and amount of flight training.
- copy of the original FAA license and student logbook with all endorsements.
- Contact information: Name of institution, Chief Flight Instructor, and phone number

The DAA will review the student's records (curriculum, syllabi etc.) for completion of work. Academic inquiries will be handled internally with the DAA, Chief Flight Instructor and Instructor when applicable.

The Director of Academic Affairs (DAA) will compare each academic course using the transferring institutions academic catalog, syllabi and/or course outline to determine the courses are of like content and standards. The DAA will follow current FAA regulations for transferring in flight training under Part 61 or Part 141. The DAA consult the Chief Flight Instructor when necessary.

#### Appealing Transfer of Credit Decisions

Students who wish to appeal the decision of transfer credit must write a letter within five (5) working days of receiving the transfer of credit decision. The letter must include the following:

- The name(s) of the previous institution(s) attended, the name and number of each course for which the student was denied transfer credit, and the date(s) the student was enrolled in each course.
- A detailed explanation of the grounds which they base the appeal on state specific references to anything relating to articulate their position.

The DAA and Chief Flight Instructor will review student appeals. AWA academic catalog, policies/procedures and FAA regulations will be consulted. The student will be notified in a timely manner of AWA decision's in writing.

#### Returning Student Applicants

An AWA student whose attendance is interrupted may be required to apply for readmission. In such cases, a new application for admission must be filed with the Admissions after one year. A proficiency test and/or knowledge test will then be scheduled to determine the amount of credit which will be allowed to transfer. The student will be notified in a timely manner of AWA decision in a manner acceptable to the student.

#### Assessing Training Cost

Transferring students will not be charged for credit hours accepted by AWA from other training institutions or AWA. The tuition cost for the course in which the transfer student enrolls will be adjusted to reflect the cost of credit hours approved for transfer at the current rates listed in this academic catalog.

#### Proficiency Test

An evaluation flight with an authorized instructor may be required. A student will be charged at current rental rates for the aircraft, the instructor, and fuel surcharge. The student will also be charged for Preflight to discuss the proposed flight plan and Postflight to discuss the standards of the student's skills.

American Winds Aviation may, at its discretion, require an evaluation examination for any course submitted for transfer credit if there is doubt concerning the equivalency of the transfer course. If there is a question, an entrance exam will be given to confirm the required knowledge was obtained. There is no fee for this exam.

## **CANCELLATION AND REFUND POLICY**

### **Refund Policy**

American Winds Aviation bases our Cancellation and Refund Policy on Sound, Ethical and Fair Business practices, ACCETs' Document 31 and the State of Ohio Board of Career Colleges and Schools Refund and Cancellation Policy. AWA's Refund and Cancellation policy is designed to be in the best interest of our students

***Both ACCET and The State Board of Career Colleges and Schools Refund Policies are considered when calculating the refund to the student. The Refund will be issued based on the outcome that is most advantageous to the Student.***

### **ACCET Refund Policy**

#### Cancellation and Settlement Policy

The enrollment agreement may be canceled within five calendar days after the date of signing. AWA will document the cancellation in the student's file. If such cancellation is made, the school will promptly refund 100% of the fees and other charges paid pursuant to the enrollment agreement and the refund shall be made no later than thirty days after cancellation. This provision shall not apply if the student has already started academic classes.

#### Prior to start of class

A student who withdraws before the first class and after the 5-day cancellation period shall be obligated for the registration fee♦ \$100 (domestic student); \$180 (international student) and other charges with 100% refund of the tuition fee, provided that the school is notified of the cancellation. AWA will offer a full refund of all tuition monies and registration fee paid by either a domestic or international student if a course is discontinued or cancelled.

#### During the first week and through fifty percent (50%) \*

During the first week and through fifty percent (50%) of the period of training and financial obligation, tuition charges retained will not exceed a pro rata portion of the tuition for the training period completed, plus ten percent (10%) not to exceed \$1,000 of the unearned tuition for the period of training that was not completed.

AWA will not refund the registration fee♦ (\$100 domestic student; \$180 international student) or any other incurred expenses (see Other Charges). No student will be discriminated against based on any source of funding or the timing of disbursements.

When determining the number of weeks completed by the student, AWA will consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.

#### After fifty percent (50%) No Refund will be issued\*

After fifty percent (50%) of the term, the student's financial obligation is completed, no refund will be issued. AWA will retain the full amount of the tuition.

\* To determine the percentage of program completion, AWA divides the number of weeks student attended (a partial week is considered a full week) by the number of weeks financially obligated. Student cannot be obligated for more than 52 weeks.

♦ Registration fee is a separately assessed fee in addition to tuition.

## **State of Ohio Board of Career Colleges and Schools Refund Policy**

### Day 6 to prior of class start

A student who withdraws before the first class and after the 5-day cancellation period shall be obligated for the enrollment fee and other charges with 100% refund of the tuition fee.

### After the first week of class to 15% completion

A student who cancels after the first week of class and up to the academic term of 15% complete. The student will be obligated for 25% of the tuition fee, 100% of the enrollment fee and other charges.

### 16% to 25% class completion

A student who starts class and withdraws after the academic term is 15% completed but before the academic term is 25% completed will be obligated for 50% of the tuition fee, 100% of the enrollment fee and other charges.

### 26% to 40% class completion

A student who starts class and withdraws after the academic term is 25% complete but before the academic term is 40% completed will be obligated for 75% of the tuition Fee, 100% of the enrollment fee and other charges.

### Greater than 40% class completion

A student who starts class and withdraws after the academic term is 40% completed will be obligated for 100% of tuition & enrollment fee and other charges.

## **Charges Other Than Tuition**

AW clearly states in the Enrollment Agreement all extra costs, such as books, supplies, equipment, rentals and any similar charges not included in the tuition price. The catalog explicitly states all non-refundable charges.

## **Cancellation and Refund Policy Procedures**

In order to effectively and accurately monitor and implement the student cancellation and refund process, AWA has composed of a set of policies and procedures that are put in place to return remaining funds to all students who fall within the qualifications of the State of Ohio and ACCET's refund policy timeline.

As stated below, there are several circumstances in which the Student Refund Process is implemented and can be defined as follows:

**Student Cancellation:** A student who never attends classes at AWA after enrolling and informs AWA.

**Transfer Out:** A student un-enrolls at AWA and enrolls in another institution

**Withdrawal:** A student who has attended at least one (1) class at AWA, but has not completed his/her program.

Five consecutive, unexplained/unexcused absences will result in withdrawal from the course, with the exception of ground school. Due to FAA regulations, student must complete all required course requirements; failure to complete requirements means student will have to repeat coursework. There are no exceptions to this policy.

Students may request a leave of absence form to be completed in lieu of withdrawal. LOA may not exceed six months. If a student fails to return to shall be formally withdrawn and any tuition and fees shall

be issued in accordance with the last date of a student's attendance in class or participation in an academic activity.

**No Show:** A student who never attends class at AWA after enrolling and does not inform AWA.

**Termination:** A type of withdrawal initiated by the institution due to failure to meet one or more institutional policies.

\*Other reasons may also include: Program Cancellation, Rejection of Applicant or Student Illness/Accident/Death.

### **Processing Refunds**

For an enrolled student, the refund due will be calculated using the Last Date of Attendance (LDA) and be paid within thirty (30) calendar days from the document date of determination(DOD). All Security Deposit refunds will be returned within thirty (30) calendar days providing no outstanding invoices, books, training and reference materials etc. and the student's flight account maintains a \$0 balance. The determination date is the date the student gives written or verbal notice of withdrawal to AWA or the date the institution terminates the student by applying the attendance, conduct, or Satisfactory Academic Progress Policy.

It is also important to keep in mind, that the steps of AWA's Student Refund Process will slightly differ depending on the circumstances of the refund. The student may or may not directly request the refund from AWA. Please reference all circumstances, so that the applicable procedures are being followed:

#### Student Requests Refund

In general, a student who submits a request for a refund is doing so for one of the following reasons: cancellation, withdrawal or transfer.

While it is not required, it is preferential that the student submits the request in writing. This is kept in the student's file and a copy is also placed with the refund calculation sheet for student's refund in the everything binder located in middle office for one year.

#### Student Does Not Request Refund

In general, a student who does not notify AWA of a request for refund is to the result of one or more of the following reasons: no show, termination, program cancellation, rejection of applicant, or illness/accident/death.

#### No Show

For Academic Programs —If the applicant never attends class (no-show) or cancels enrollment prior to the class start date, all refunds will be made within thirty (30) calendar days of the first scheduled date of class or the date of cancellation, whichever is earlier.

For Courses —If the applicant does not attend at least three (3) classes for the Private Pilot Ground Course, Instrument Pilot Ground Course and the Commercial Pilot Ground Course, they may receive a 100% refund for the cost of the course. If the applicant attends four (4) classes or more we invite them to continue attending our classes, of which they receive unlimited attendance, with no refund.

#### Termination

A student may be terminated by AWA for the following reasons: Violation of FAA Regulations, Code of Conduct, Breach of Standard Operating Procedures or Unauthorized Leave of Absence.

#### Program Cancellation

If an institution cancels a program subsequent to a student's enrollment, the institution will refund all tuition and fees paid to the institution by the student.



Rejection of Applicant

If an applicant is rejected for enrollment by AWA, or if a prospective international student has his or her visa application rejected, the school will provide a full refund of monies paid, minus the \$100 (domestic student); \$180(international student) registration fee.

Illness, Accident or Death

A student may be entitled to special consideration for a major illness, accident, death in the family or other circumstance beyond their control. This consideration is based on an individual basis and is at the full discretion of the President.

Optional Placement Assistance Program

AWA offers placement assistance to students enrolled in its Academic Programs. Upon completion of the Program requirements, AWA staff will help guide qualified students through the process of finding employment. AWA will review resumes, prepare the student for interviews, provide letters of recommendation based on the student's performance in the program, and assist the student in finding the right job. Participation in Placement Assistance Programs does not guarantee employment.

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This Agreement, together with the exhibits, if any, attached hereto, embodies and constitutes the entire understanding between the parties with respect to the understanding contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither the Agreement nor the provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

The student acknowledges that he/she has read understands the entire Enrollment Agreement before signing. Upon signature, the student understands that the Enrollment Agreement becomes a legal and binding contract. \_\_\_\_\_(Student Initial)

The student has received a copy of the completed and executed agreement. \_\_\_\_\_(Student Initial)

The student acknowledges that he/she has received, read and understands the current school catalog.\_\_\_\_\_Student Initial

I have read and understand the above Enrollment Agreement and I agree to the outlined terms and conditions:

Student Name (print): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If student is younger than age 18:

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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FOR OFFICE USE ONLY

Accepting School Official: \_\_\_\_\_ Date \_\_\_\_\_  
(Print Name)

Accepting School Official Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved School Official \_\_\_\_\_ Date \_\_\_\_\_

Title: President    Chief Flight Instructor    Admissions Coordinator  
Director of Academic Affairs and Special Projects

**(330) 733-2500 • (330) 733-2501 (Fax)**  
**Akron Fulton Int'l Airport • 1600 Triplett Blvd. • Akron, Ohio 44306**  
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