



## **CMA ENTERPRISE INCORPORATED DBA THE BREAKTHRU INSTITUTE ENROLLMENT AGREEMENT OR CONTRACT CHECKLIST**

**CMA Enterprise Incorporated (CMA)** is a process and performance improvement consulting firm headquartered in the State of Florida and desires to supply \_\_(student name)\_\_\_\_\_ with a portfolio/an individual selection or education syllabus and curricular services which include Continuing Education (non-degree) Programs/Courses from CMA's Lean Six Sigma and Related Certificates, as licensed and owned by CMA.

This document is designed to clarify the terms and conditions that outline the enrollment agreement between Student/ Organization/ Institution and will constitute a binding agreement upon acceptance by the institution and/or the student.

Our certification Programs/Courses have proven instrumental in heightening a students' career quests. Whether still in academia or in business and industry, acquiring the tools and strategic methodologies offered by TBI gives you the confidence to lead, create better innovation, cost savings and accelerated performance cycle times for your employer or team. Exam scores average 95% where only a minimum of 70% is required. Additionally, our students seeking placement find themselves in the upper quartile for placement and promotion considerations based on a level playing field.

**Students are responsible for their own due diligence and preparation when seeking employment. TBI is not a job placement organization but a service provider of Training and Coaching Offerings for Organizations, Agencies and Individuals that require such a service.**

### **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, institute catalog, and any other papers you may sign and are required to sign a statement acknowledging receipt of those.

### **Binding Agreement:**

This agreement will be binding only when it has been fully completed, signed, and dated by the student and an authorized representative of TBI prior to the time instruction begins. All students must be 18 years of age or older. If under the age of 18 years old, a parent or guardian must sign in the student's behalf for this agreement to be valid.

Institute name: **The Breakthru Institute** Location: **207 Laurel Oak Lane, Suite B Davie, FL 33325**  
 Office: **954-476-3525 Fax: 954-370-0803** Contact: **Gail P. Birks, Managing Director**

Name of Student/Organization enrolled: \_\_\_\_\_  
 (if an organization, provide a separate sheet listing enrollees)

Address of Student/Organization enrolled: \_\_\_\_\_

Date of enrollment agreement: \_\_\_\_\_

**Program/Program/Course/Catalog Information:**

<u>Program/Course/ Catalog Title</u>	<u>Date Training Begins</u>	<u>Date of Training Completion</u>	<u>Number of Program/Prog ram/Course Hours/Week</u>	<u>Number of Weeks</u>	<u>Program/Program/Course Topics</u>

**PROGRAM/COURSE SCHEDULING**

Program/Course schedule shall be mutually determined in advance with Student/Organization and CMA representatives where lead facilitators/coaches, etc. shall be required. Standard Program/Course setup is as follows.

Online Individual Programs/Courses up to 25 students	24-hour setup
Online Groups up to 10 groups	Up to 1 week and varies by the number of Programs/Courses and students
Classroom maximum 25 students Programs/Courses	Varies by number of classes as well as the type of Program/Course being requested. 15-30-day setup. If Customization requirements are part of the engagement expect 60-90 day set up.

Out of town/country engagements shall have confirmed travel, lodging and fees confirmed in advance of the engagement in full less any retainage negotiated.

**ACADEMIC CALENDAR**

TBI offers classes year-round. Our /Programs/Courses are typically upon request by our clients in public and private corporations, government, public sector and the Higher Education Continuing Education, Academic Schools and Departments of local and regional Colleges and Universities.

The Start and End Dates of Programs/Courses is determined when the student begins their topic of study. This applies to classroom as well as online and blended Programs/Courses.

Program/Course Costs including books, tuition, registration, etc. are included in the HBCU webpage:

<http://www.breakthruinstitute.biz/hbcu6sigmapayasyougo>

**This training will cost:**

Registration fee ..... \$ \_\_\_\_\_  
 Tuition..... \$ \_\_\_\_\_  
 Books ..... \$ \_\_\_\_\_  
 Supplies and Materials ..... \$ \_\_\_\_\_  
 TOTAL COST FOR THE PROGRAM/COURSE ..... \$ \_\_\_\_\_  
 Down payment ..... \$ \_\_\_\_\_  
 Scheduled payments..... \$ \_\_\_\_\_  
 Lump sum payment..... \$ \_\_\_\_\_

**Method of Payment:**

Student shall be required to pay for the Programs/Courses engaged based on the following payment options

Method	Check all that apply
PayPal (online)	
Check	
Corp. Credit Card	
Negotiated Terms (to be attached)	

**Changes in the Agreement:**

Any changes in the agreement will not be binding on either the student or TBI unless such changes are acknowledged in writing by an authorized representative of TBI and by the student or the student’s parent or guardian if he/she is a minor.

**Cancellation of Classes:**

TBI reserves the right to cancel a starting class if the number of students enrolling is insufficient. Such a cancellation will be considered a rejection by TBI and will entitle the student to a full refund of all money paid.

**Cancellation and Refund Policy for CMA Training Programs/Courses:**

1. TBI will refund all money paid if the applicant is not accepted unless otherwise specified. This includes instances where a starting class is canceled by TBI.
2. TBI will refund money paid less **the out of pocket expenses incurred** to cover materials purchased and processing fees (if the applicant cancels within five business days (excluding Sundays and holidays) after the

day the contract is signed, or an initial payment is made. TBI may retain an established registration fee equal to ten percent of the total tuition cost if the applicant cancels after the fifth business day after signing the contract or making an initial payment. A “registration fee” is any fee charged by TBI to process student applications and establish a student record system.

3. If training is terminated after the student enters classes, TBI may retain the registration fee (supplies and materials, books and other reasonable expenses), a percentage of the total tuition as described in the following table:

Percent of Course Completed Refund	Percent Refund
Withdraws or is terminated during the first quartile (25%) of the course	75%
Withdraws or is terminated during the second quartile (more than 25% but less than 50%) of the course	50%
Withdraws or is terminated during the third quartile (more than 50% but less than 75%) of the course	25%
Withdraws after completing more than three quartiles (75%) of the course	No refund

4. When calculating refunds, the official date of a student’s termination is the last day of recorded attendance:
  - (a) When TBI receives notice of the student’s intention to discontinue the training program; or,
  - (b) When the student is terminated for a violation of a published institute policy which provides for termination; or,
  - (c) When a student, without notice, fails to attend classes. Attendance is required for Certification unless otherwise notified.
5. All refunds must be paid within thirty calendar days of the student’s official termination date and acceptance of the reason to discontinue the session.

**Cancellation of Contract:**

If you have not started training, you may cancel this contract by submitting written notice of such cancellation to TBI at its address shown on the contract, which notice shall be submitted not later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract or the written notice may be personally or otherwise delivered to TBI within that time. In event of dispute over timely notice, the burden to prove service rests on the sender.

**Notice of Termination**

**Right of Termination.** This Agreement and the transactions contemplated herein may be terminated and abandoned at any time prior to the Closing Date,

- (i) upon the mutual consent of the Seller and Purchaser;

(ii) by Purchaser if the conditions to Purchaser's obligations shall not have been met or waived by the Closing Date, or such later date as shall have been approved by Seller and Purchaser; or

(iii) by Seller if the conditions to Seller's obligations shall not have been met or waived by the Closing Date, or such later date as shall have been approved by Seller and Purchaser.

**Notice of Termination.** The power of termination may be exercised only by a notice given in writing and signed on behalf of Purchaser (or Purchaser's Representative) and Seller (or Seller's Representative). The timeframe for the Termination to go into effect is ten (10) Business days.

### **Grounds for Termination**

For all TBI students, probation or termination recommendations may be made under the following conditions: a) violations of the standards established for the "Program/Course," b) failure to satisfy "Scholastic Grade Requirements" listed in this program/course catalog or memorandum, c) failure in qualifying examinations/project completion, preliminary examinations, d) failure to master the methodology and content of one's field in a manner that is sufficient to complete a successful final deliverable, or e) in fields leading to licensure or certification, ethical misconduct or lack of professional promise in the professional field. Termination recommendations may also be made if a student fails to satisfy conditions required for removal of probationary status or provisional admission. TBI reserves the right to adopt additional conditions for probation or termination must specify these conditions in writing and inform all students affected by these conditions.

**Effect of Termination.** In the event of the termination and abandonment hereof, pursuant to the provisions of this Agreement shall become void and have no effect, without any liability on the part of any of the parties or their directors, officers, or shareholders or individually in respect of this Agreement, except for liability of a party for expenses hereof, and except that the provisions of this agreement shall remain applicable.

### **Unfair Business Practices:**

It is an unfair business practice for TBI 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 if he/she is a minor and a written statement notifying all parties that the cancellation and refund policy continues to apply.

**Employment placement services:** No guarantee of placement shall be made or implied by TBI or its parent company. TBI is not a Career Placement firm.

### **Effective Date of Acceptance:**

I certify that I have read and understand the cancellation and refund policy and the complaint procedure; I have received a copy of TBI catalog or brochure; and I am entitled to an exact copy of this Enrollment Agreement, institute catalog, and any other papers I sign.

NOTICE TO THE BUYER:

If you have not started training, you may cancel this contract by providing written notice of such cancellation to TBI at its address shown on the contract. The notice must be postmarked not later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract or the written notice may be hand delivered to TBI within that time. In event of dispute over timely notice, the burden to prove service rests on the applicant.

It is an unfair business practice for TBI to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or student's parent or guardian if he/she is a minor and a written statement notifying all parties that the cancellation and refund policy continues to apply.

Student's Name (Please print)

\_\_\_\_\_

Signature

Date

Parent or Guardian's Name (Please print)  
(if applicable for students under age 18 years.)

\_\_\_\_\_

Signature

Date

HBCU Representative (Please print)

\_\_\_\_\_

Signature

Date

As the authorized representative of TBI, I hereby agree to the conditions set forth herein:

Authorized Institute Representative (Please print name)

\_\_\_\_\_

Signature

Date

CMA Enterprise Incorporated  
dba The Breakthru Institute

NOTICE

State and Federal law requires the following information to be supplied to each student enrolling in TBI known as CMA Enterprise Incorporated dba The Breakthru Institute. One copy of this notice bearing original signatures must be attached by TBI as an addendum to that individual's enrollment agreement and Catalog and a copy must be provided to the enrollee by TBI. TBI will also retain a copy of the signed documents.

**ACKNOWLEDGMENT BY ENROLLEE**

1. I understand and accept that any contract for training I enter into with the above-named institute contains legally binding obligations and responsibilities.
2. I understand and accept that I am responsible for the Registration Fees associated with this Certification Program.
3. I understand that any enrollment contract I enter into will not be binding or take effect for at least five days, excluding Sundays and holidays, following the last date such a contract is signed by TBI and myself, provided that I have not entered classes sooner.

Name (Please print) \_\_\_\_\_

Signed: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

**ACKNOWLEDGMENT BY INSTITUTE**

Prior to being enrolled in this institute, the applicant whose name and signature appears below has been made aware of the legal obligations he/she takes on by entering into a contract for training. Those discussions included cautions by TBI about acquiring an excessive debt burden that might become difficult to repay given employment opportunities and average starting salaries in his/her chosen occupation.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_



207 Laurel Oak Lane, Suite B  
Davie, FL 33325

# APPENDIX



## Online Training Services Fee Structure

The fee structure below is based on an all-inclusive investment. The registration fee paid is comprised of the following items and reflects an individual registration. Clients who require division/department or organization wide training initiatives will need to contact a CMA Representative for a quote.

Pricing for individual users includes ...

Description and Course Availability	All Inclusive Cost Per Online Attendee	Refresher Courses	Six Sigma Exam only
Lean White Belt online – (up to 10 days to complete)	262.00/pp	Na	Na
Lean Yellow Belt online – (up to 45 days to complete)	762.00/pp Add 249.00 for software (optional)	Na	150.00/pp
Lean Green Belt online – (up to 180 days to complete)	2122.00/pp	900.00/pp	300.00/pp
Lean Black Belt online – (up to 1 year to complete)	5032.00/pp	1400.00/pp	599.99
Lean Master Black Belt online – (up to 1 year to complete)	7387.00/pp	2500.00	1850.00
Lean Champion online – (up to 60 days to complete)	887.00/pp	Na	Na
Lean Business Leader/Entrepreneur online up to 90 days (32-36-hour equivalency)	4012/pp	Na	Na

## Optional Classroom Training Services

The CMA Team has the capability to facilitate Lean Certification in a Classroom Format. The Fee Structure is below and is an all-inclusive rate for the course instruction, training materials, software, certification exam and project coaching. The fees do not include out of pocket expenses related to travel, lodging, airfare, etc. for the course instructors.

Classroom Engagements shall require a separate quote. Please contact a CMA representative at 954-476-3525.

Description	Total Cost Per Attendee	Refresher Courses	Six Sigma Exam only
Lean White Belt – (1 day)	225.00/pp	Na	Na
Lean Yellow Belt online – (2 days)	700.00/pp 249.00/pp for software.	Na	150.00/pp
Lean Green Belt – 8 days/ 64-hour course; estimated 60-70 hours to complete project and exam)	2780.00/pp	900.00/pp	300.00/pp
Lean Black Belt – (up to 1 year to complete course, exam and project)	5830.00/pp	1400.00/pp	599.99
Lean Master Black Belt – (up to 1 year to complete)	7830.00/pp	2500.00	1850.00
Lean Champion – (2 days)	925.00/pp	Na	Na
Lean Business Leader/Entrepreneur (4 days)	3950.00/pp	Na	Na
Lean Six Sigma LockStep Program (up to Black Belt) – up to 1 year	13,100.00/pp	Varies by belt level of completion	Varies by belt level of completion
QiMacros (Minitab, Sigma XL will require a quote)			
Lean Black Belt Portfolio Review (application required for acceptance in program)	Non-Refundable and is applied to registration if accepted		
Lean Master Black Belt Portfolio Review (application required for acceptance in program)	Non-Refundable and is applied to registration if accepted		

# Kaizen Mini-Offerings

We know that **not everyone is ready to leap** into a full-blown Lean Six Sigma Journey. So, with that in mind, we have created an opportunity to let you "**dip your toes**" in first. The three levels of Certification have their **own unique tool kits** that complement each level. You do not have to be a Certified Lean Professional to take the mini-sessions... just **eager to expand your universe**. Select your **tool of interest** and add it to your cart or give us a call and we will customize your session. We have **listed the tools** that are **unique to the respective Belt level** to avoid duplication.

## White/Yellow Belt

- Overview of Lean Six Sigma
- 5S and Visual Factories
- Waste Analysis
- Process (Organization) Problem Determination
- Swimlane Process Map Preparation
- The Voice of the Customer/Business
- Counter Measures and Risk Assessments
- Data Collection Plan
- DPMU, DPMO and Sigma Levels
- Organization Force Field Analysis
- The Breakthru Equation
- Value Stream Process Mapping
- Sample Plans and Sample Size

## Green Belt

- Root Cause Analysis
- Project Team Charters
- Chi Squared
- Cost of Poor Quality
- Gage R&R
- Lean Flow Systems - Poka Yoke
- MSA and Descriptive Charts & Graphs
- Operational Definition (Rolled) Through Put Yield
- SCAMPER
- Process Capability
- RUMBA and SMARTI
- AQL - Data Determination of Defect Accountability
- Performance Analysis

## Lean Business Leader

- Economic Order Quantity
- Leaders as Mediators
- Production Leveling (Smoothing)
- Building Customer Loyalty
- Organization Maturity and Capability Analysis
- Time and Resource Management

The investment by the client ranges from \$55.00 to \$250.00.00 per module purchased.

The Kaizen Excursions are designed to be self-directed study, and several include live narratives of the tools being introduced. Your Clients will be able to download the module and retain it for repeated use.

**There is no Certificate for these excursions. If you want a certificate, it will need to be coordinated with your Campus representatives. A participant will need to present their "receipt of purchase".**

Site Visitors will be able to click on the course title and gain access to the course description as well as complete their purchase. Once the purchase is recorded, then the module will be automatically made available. Attendees do not receive "forward" credit for the formal certification by taking these courses.