UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934
DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): April 29, 2011

Lincoln Educational Services Corporation

(Exact Name of Registrant as Specified in Charter)

New Jersey **(State or other jurisdiction of incorporation)**	**000-51371** **(Commission File Number)**	**57-1150621** **(I.R.S. Employer Identification No.)**
200 Executive Drive, Suite 340 **West Orange, New Jersey 07052** **(Address of principal executive offices)**		**07052** **(Zip Code)**

Registrant's telephone number, including area code: (973)736-9340

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02 Results of Operations and Financial Condition

On May 5, 2011, Lincoln Educational Services Corporation (the "Company") issued a press release announcing, among other things, its results of operations for the first quarter ended March 31, 2011. A copy of the press release is furnished herewith as Exhibit 99.1 and attached hereto. The information contained under this Item 2.02 in this Current Report on Form 8-K, including the exhibit attached hereto, is being furnished and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. Furthermore, the information contained under this Item 2.02 in this Current Report on Form 8-K shall not be deemed to be incorporated by reference into any registration statement or other document filed pursuant to the Securities Act of 1933, as amended.

Item 5.02(e) Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On April 29, 2011, the Company's compensation committee (the "Compensation Committee") approved the grant of performance-based restricted stock awards (the "Performance Shares") to certain members of our senior management as follows:

Name	**Number of Performance Shares**
Shaun E. McAlmont, President and Chief Executive Officer	35,928
Scott M. Shaw, Executive Vice President and Chief Administrative Officer	23,952
Cesar Ribeiro, Senior Vice President, Chief Financial Officer and Treasurer	19,162

The Performance Shares vest over four years based upon the attainment of (i) a specified operating income margin during any one or more of the fiscal years in the period beginning January 1, 2011 and ending December 31, 2014 and (ii) the attainment of earnings before interest, taxes, depreciation and amortization ("EBITDA") targets during each of the fiscal years ended December 31, 2011, 2012, 2013 and 2014. The EBITDA targets will be set at the beginning of each applicable fiscal year. If an applicable EBITDA target is not attained, the Compensation Committee has the discretion to determine that the Performance Shares that would have vested had the target been attained will not be forfeited but, instead, will be subject to a replacement EBITDA target. In addition, notwithstanding the attainment of the applicable performance targets, the Compensation Committee has the discretion to determine that all or a portion of the Performance Shares will not vest based on facts and circumstances occurring after the date of grant that the Compensation Committee deems relevant. In no event shall the Performance Shares vest if the operating income margin target is not attained. Participants have all of the rights of a stockholder prior to vesting.

A copy of the form of Performance-Based Restricted Stock Award Agreement is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders

On April 29, 2011, the Company held its Annual Meeting of Shareholders. The following proposals were passed:

1. Election of the following 9 individuals as directors of the Company for a one-year term, which will expire at the 2012 Annual Meeting of Shareholders.

	Votes For	Votes Withheld	Broker Non-Votes
Alvin O. Austin	15,725,596	298,121	2,910,326
Peter S. Burgess	15,725,821	297,896	2,910,326
James J. Burke, Jr.	15,762,272	261,445	2,910,326
Celia H. Currin	15,703,213	320,504	2,910,326
Paul E. Glaske	15,043,980	979,737	2,910,326
Charles F. Kalmbach	15,043,163	980,554	2,910,326
Shaun E. McAlmont	15,777,004	246,713	2,910,326
Alexis P. Michas	15,442,022	581,695	2,910,326
J. Barry Morrow	15,125,187	898,530	2,910,326

2. Advisory, non-binding "Say-On-Pay" vote to approve the compensation of our named executive officers.

Votes For	Votes Against	Abstain	Broker Non-Votes
9,861,091	6,092,702	69,924	2,910,326

3. Advisory, non-binding vote on frequency of future advisory votes on the Company's compensation of named executive officers.

1 year	2 years	3 years	Abstain	Broker Non-Votes
13,063,661	932,964	1,963,535	63,557	2,910,326

4. To amend and restate the Company's 2005 Long-Term Incentive Plan.

Votes For	Votes Against	Abstain	Broker Non-Votes
14,712,558	1,233,994	77,165	2,910,326

5. Ratification of the selection of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the year ending December 31, 2011.

Votes For	Votes Against	Abstained
18,657,240	269,391	7,412

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

10.1 Form of Performance-Based Restricted Stock Award Agreement.

99.1 Press release of Lincoln Educational Services Corporation dated May 5, 2011.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LINCOLN EDUCATIONAL SERVICES CORPORATION

Date: May 5, 2011

By: /s/ Cesar Ribeiro
Name: Cesar Ribeiro
Title: Senior Vice President, Chief Financial Officer and Treasurer

Exhibit 10.1

LINCOLN EDUCATIONAL SERVICES CORPORATION
AMENDED & RESTATED 2005 LONG-TERM INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK AWARD AGREEMENT

Date of Award: ___________________

Participant: ___________________

Lincoln Educational Services Corporation (the "Company") hereby grants the Participant [_____] shares of restricted common stock of the Company (the "Restricted Shares"), pursuant to the provisions of the Company's Amended and Restated 2005 Long-Term Incentive Plan (the "Plan").

The Participant acknowledges receipt of the Plan, a copy of which is attached hereto and represents that he is familiar with its terms and provisions. This grant of Restricted Shares shall be subject to the terms and conditions of the Plan and this Award Agreement. The Plan provides a complete description of the terms and conditions governing all Awards granted thereunder. This Award Agreement is subject to the terms and conditions of the Plan, as amended from time to time, and to such rules and regulations as the Committee may adopt under the Plan. If there is any inconsistency between the Plan and this Award Agreement, the Plan's terms (or applicable rules and regulations of the Committee) shall control and supersede and replace any terms of this Award Agreement that conflict with the terms of the Plan.

All capitalized terms shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

(A) Threshold Section 162(m) Goal.

(1) The Restricted Shares shall not vest unless and until the Committee certifies that the Company has achieved an operating income margin of at least _____ (the "Section 162(m) Goal") during any one or more of the fiscal years comprised in the period beginning January 1, 2011 and ending December 31, 2014 (the "Section 162(m) Performance Period"). If the Section 162(m) Goal is not achieved during any of the fiscal years included in the Section 162(m) Performance Period, the Restricted Shares shall be cancelled, and the Participant shall forfeit any right to the Restricted Shares.

(2) The Committee shall determine and certify in writing whether the Section 162(m) Goal was achieved. Once the Committee so certifies, the Participant's entitlement to payment in respect of the Award will be determined in accordance with the terms of this Award Agreement.

(B) Vesting Schedule.

(1) Within ninety (90) days following the commencement of each of fiscal years 2011, 2012, 2013 and 2014 (each, an "Annual Performance Period"), the Committee will approve an Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") target (each, an "Annual Performance Target") for the applicable Annual Performance Period.

(2) If during an Annual Performance Period the Company achieves or exceeds the applicable Annual Performance Target and if the Section 162(m) Goal has been achieved by the end of such Annual Performance Period, twenty five percent (25%) of the Restricted Shares shall vest on the date the Committee determines and certifies that the Annual Performance Target has been achieved following the end of the applicable Annual Performance Period (each, a "Scheduled Vesting Date").

(3) If during an Annual Performance Period the Company achieves or exceeds the applicable Annual Performance Target but the Section 162(m) Goal has not been achieved by the end of such Annual Performance Period, the Restricted Shares that would have vested had the conditions set forth in Section B(2) been satisfied shall remain outstanding as unvested Restricted Shares and shall vest if (and only if) the Section 162(m) Goal is subsequently achieved by the end of the Section 162(m) Performance Period.

(4) Subject to Section B(5), if the Company does not achieve the Annual Performance Target for an Annual Performance Period, the Restricted Shares that would have vested during such Performance Period shall be cancelled and the Participant shall forfeit any right to such Restricted Shares.

(5) If the Company does not achieve the Annual Performance Target for an Annual Performance Period, the Committee may, in its sole discretion, determine that the Restricted Shares that would have vested had such Annual Performance Target been achieved will not be forfeited as provided in Section B(4) but shall instead be subject to a replacement EBITDA target (a "Catch-up Performance Target"; the Restricted Shares subject to a Catch-up Performance Target are referred to as "Suspended Shares"). A Catch-up Performance Target may relate to the Annual Performance Period immediately following the Annual Performance Period that originally applied to the Suspended Shares or to such other Performance Period as the Committee may specify. In any such event, if the Company achieves or exceeds the Catch-up Performance Target for the applicable Performance Period, the Suspended Shares shall vest on the first Scheduled Vesting Date following the end of the applicable Performance Period (the "Suspended Share Vesting Date").

(6) If the applicable Annual Performance Target or Catch-up Performance Target has not been satisfied on or prior to December 31, 2014, any unvested Restricted Shares (including any Suspended Shares) subject to such Annual Performance Target or Catch-up Performance Target shall be cancelled and the Participant shall forfeit any right to such Restricted Shares.

(7) Upon vesting, the Restricted Shares shall no longer be subject to the transfer restrictions pursuant to Section F or cancellation pursuant to Section D.

(8) The term "Vesting Date" with respect to a Restricted Share refers to the Scheduled Vesting Date or Catch-Up Vesting Date, as applicable.

(9) Notwithstanding the achievement of the Section 162(m) Goal and the applicable Annual Performance Target or Catch-up Performance Target, the Committee may, in its sole discretion, determine that all or a portion of the Restricted Shares shall not vest based on facts and circumstances occurring after the date of grant that the Committee deems relevant.

(C) Adjustments.

(1) No adjustment shall be made to the Section 162(m) Goal.

(2) In the event of the sale, disposition, acquisition, restructuring, discontinuance of operations or other extraordinary corporate event in respect of a material business, the Committee shall review and adjust the applicable Annual Performance Target(s) and any Catch-up Performance Target(s) in order to ensure that the achievement of the Annual Performance Target(s) and Catch-up Performance Target(s) following such event is no more or less probable than the achievement prior to such event. Any determination by the Committee under this Section (C)(2) shall be final, binding and conclusive. The Committee shall make any such other adjustments that it deems appropriate and necessary in its sole discretion to avoid reduction or enlargement of the Participant's rights in the Restricted Shares.

(D) Termination of Employment.

(1) Death; Disability. If the Participant's employment with the Company and its subsidiaries and affiliates (the "Company Group") terminates as a result of the Participant's death or Disability, any unvested Restricted Shares held by the Participant shall vest and shall no longer be subject to the transfer restrictions pursuant to Section F or cancellation pursuant to Section D, *provided* that the Section 162(m) Goal has been achieved prior to the date of the Participant's termination of employment. If the Section 162(m) Goal has not been achieved prior to the date of the Participant's termination of employment, all unvested Restricted Shares shall be

cancelled and the Participant (or the Participant's beneficiary or estate) shall forfeit any right to such Restricted Shares.

(2) Termination without Cause. If the Participant's employment with the Company Group is terminated by the Company Group without Cause (or if the Participant has an employment agreement with the Company that provides for specified rights and benefits upon a resignation for "good reason", if the Participant resigns his employment with the Company Group for "good reason" as defined in such employment agreement), any unvested Restricted Shares held by the Participant shall vest and shall no longer be subject to the transfer restrictions pursuant to Section F or cancellation pursuant to Section D, *provided* that the Section 162(m) Goal has been achieved prior to the date of the Participant's termination of employment. If the Section 162(m) Goal has not been achieved prior to the date of the Participant's termination of employment, all unvested Restricted Shares shall be cancelled and the Participant shall forfeit any right to such Restricted Shares.

(3) Termination for Cause; Resignation. If the Participant's employment with the Company Group is terminated by the Company Group for Cause or the Participant resigns his employment with the Company Group for any reason, the Participant's unvested Restricted Shares shall be cancelled and the Participant shall forfeit any right to the Restricted Shares.

(4) "Cause" shall mean, with respect to the Participant, the following:

(a) prior to a Change in Control, (i) the Participant's willful failure to perform the duties of his employment in any material respect, (ii) malfeasance or gross negligence in the performance of the Participant's duties of employment, (iii) the Participant's conviction of a felony under the laws of the United States or any state thereof (whether or not in connection with his employment), (iv) the Participant's intentional or reckless disclosure of protected information respecting any member of the Company Group's business to any individual or entity which is not in the performance of the duties of his employment, (v) the Participant's commission of an act or acts of sexual harassment that would normally constitute grounds for termination, or (vi) any other act or omission by the Participant (other than an act or omission resulting from the exercise by the Participant of good faith business judgment), which is materially injurious to the financial condition or business reputation of any member of the Company Group; *provided*, *however*, that in the case of (i) and (ii) above, the Participant shall not be deemed to have been terminated for cause unless he has received written notice of the alleged basis therefore from the Company, and fails to remedy the matter within 30 days after he has received such notice, except that no such "cure opportunity" shall be required in the case of two separate episodes occurring within any 12-month period that give the Company the right to terminate for cause for such reason; or

(b) on or after a Change in Control, (i) the Participant's willful failure to perform the duties of his employment in any material respect, (ii) malfeasance or gross negligence in the performance of the Participant's duties of employment, (iii) the Participant's conviction of a felony under the laws of the United States or any state thereof (whether or not in connection with his employment), (iv) the Participant's intentional or reckless disclosure of protected information respecting any member of the Company Group's business to any individual or entity which is not in the performance of the duties of his employment; *provided*, *however*, that in the case of (i) and (ii) above, the Participant shall not be deemed to have been terminated for cause unless he has received written notice of the alleged basis therefor from the Company, and fails to remedy the matter within 30 days after he has received such notice, except that no such "cure opportunity" shall be required in the case of two separate episodes occurring within any 12-month period that give the Company the right to terminate for cause for such reason.

(5) "Disability" shall be defined as such term is defined in the Company's Long Term Disability Plan.

(E) Change in Control. If, prior to a Vesting Date, there is a Change in Control, all outstanding Restricted Shares granted by the Company Group to the Participant shall become fully vested on the date of the Change in Control, *provided* that the Section 162(m) Goal has been satisfied prior to the date of the Change in Control. If the Section 162(m) Goal has not been achieved prior to the date of the Change in Control, all unvested Restricted Shares shall be cancelled and the Participant shall forfeit any right to such Restricted Shares. For purposes of this Agreement, a "Change in Control" occurs upon the occurrence of any of the following:

(i) when a "person" (as defined in Section 3(a)(9) of the Exchange Act), including a "group" (as defined in Section 13(d) and 14(d) of the Exchange Act), either directly or indirectly becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of 20% or more of either (1) the then outstanding Common Stock or (2) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; *provided*, *however*, that the following acquisitions shall not constitute a Change in Control: (1) any acquisition directly from the Company; (2) any acquisition by the Company; or (3) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company;

(ii) when, during any period of 24 consecutive months during the existence of the Plan, the individuals who, at the beginning of such period, constitute the Board (the "Company Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof; *provided*, *however*, that a director who was not a director at the beginning of such 24-month period shall be deemed to be a Company Incumbent Director if such director was elected by, or on the recommendation of or with the approval of at least two-thirds of the directors of the Company, who then qualified as Company Incumbent Directors;

(iii) when the stockholders of the Company approve a reorganization, merger or consolidation of the Company without the consent or approval of a majority of the Company Incumbent Directors;

(iv) upon consummation of a merger, amalgamation or consolidation of the Company with any other corporation, the issuance of voting securities of the Company in connection with a merger, amalgamation or consolidation of the Company or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets of another corporation (each, a "Business Combination"), unless, in each case of a Business Combination, immediately following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of the Common Stock outstanding immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and 50% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Common Stock; or

(v) upon a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company.

(F) Transferability. Pursuant to Section 12 of the Plan, the Restricted Shares are not transferable other than by last will and testament or by the laws of descent and distribution, and the Participant's rights under this Award Agreement shall be exercisable during the Participant's lifetime by the Participant only.

(G) Rights as a Stockholder. The Participant shall have, with respect to the Restricted Shares (including any Suspended Shares), all the rights of a stockholder of the Company, including, if applicable, the right to vote the Restricted Shares and to receive any dividends, subject to the restrictions set forth in the Plan and this Award Agreement.

(H) Dividends and Distributions. Any shares of Common Stock or other securities of the Company received by the Participant as a result of a distribution to holders of Restricted Shares or as a dividend on the Restricted Shares shall be subject to the same restrictions as the related Restricted Shares, and all references to Restricted Shares hereunder shall be deemed to include such shares of Common Stock or other securities.

(I) Share Certificates. The Restricted Shares may be issued in certificate form or electronically in "book entry". The certificate representing the shares of Common Stock covered by the Restricted Shares, if any, shall be held in custody by the Company until the restrictions thereon shall have lapsed. As a condition of the award of Restricted Shares, the Participant shall deliver to the Company a stock power, endorsed in blank, relating to such shares of Common Stock. The Committee may cause a legend or legends to be put on the certificate to make appropriate reference to such restrictions as the Committee may deem advisable under the Plan or as may be required by the rules, regulations, and other requirements of the Securities and Exchange Commission, any exchange that lists the shares of Common Stock, and any applicable federal or state laws.

(J) No Entitlements

(1) No Right to Future Awards. The Restricted Shares are discretionary awards. Neither this Award Agreement nor the Plan confers on the Participant any right or entitlement to receive compensation or bonus in any specific amount for any future fiscal year (including, without limitation, any grants of future Awards under the Plan) and they do not impact in any way the Company Group's determination of the amount, if any, of the Participant's compensation or bonus. The Restricted Shares do not constitute salary, wages, regular compensation, recurrent compensation or contractual compensation for the year of grant or any later year and shall not be included in, nor have any effect on, the determination of employment-related rights or benefits under law or any employee benefit plan or similar arrangement provided by the Company Group (including, without limitation, severance, termination of employment and pension benefits), unless otherwise specifically provided for under the terms of such plan or arrangement or by the Company Group. The benefits provided pursuant to the Restricted Shares are in no way secured, guaranteed or warranted by Company Group.

(2) No Effect on Terms of Employment. The Restricted Shares are awarded to the Participant by virtue of the Participant's employment with, and services performed for, the Company Group. Neither this Award Agreement nor the Plan constitutes an employment agreement. Nothing in

either this Award Agreement or the Plan shall modify the terms of the Participant's employment.

(3) No Right to Continued Employment. Subject to the terms of any applicable employment agreement, the Company reserves the right to change the terms and conditions of the Participant's employment, including the division, subsidiary or department in which the Participant is employed. This Award Agreement, the Plan, the grant of Restricted Shares, and/or any action taken or omitted to be taken under this Award Agreement or the Plan shall not be deemed to create or confer on the Participant any right to be retained in the employ of the Company Group, or to interfere with or to limit in any way the right of the Company Group to terminate the Participant's employment at any time. Moreover, the termination of employment provisions set forth in Section (D) only apply to the treatment of the Restricted Shares in the specified circumstances and shall not otherwise affect the Participant's employment relationship. By accepting this Award Agreement, the Participant waives any and all rights to compensation or damages in consequence of the termination of the Participant's office or employment for any reason whatsoever insofar as those rights arise or may arise from the Participant's ceasing to have rights under, or be entitled to receive payment in respect of, the Restricted Shares as a result of such termination, or from the loss or diminution in value of such rights or entitlements. This waiver applies whether or not such termination amounts to a wrongful discharge or unfair dismissal.

(K) Miscellaneous.

(1) Restrictions. The Committee shall have the right to impose such restrictions on the Restricted Shares as it deems necessary or advisable under applicable federal securities laws, the rules and regulations of any stock exchange or market upon which such Shares are then listed and/or traded, and/or under any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to administer the Plan and this Award Agreement, all of which shall be binding upon the Participant.

(2) Amendments. The Plan and this Award Agreement may be amended in accordance with Section 16 of the Plan; *provided*, *however*, that no termination, amendment, modification or suspension shall materially and adversely alter or impair the rights of the Participant under this Award Agreement without the Participant's written consent.

(3) Section 409A of the Code. It is the intention of the Company that this award of Restricted Shares shall not be subject to Section 409A of the Code. Notwithstanding the forgoing or any provision of the Plan or this

Award Agreement, if any provision of this Award Agreement or the Plan contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole discretion and without the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of any taxes, interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section (K)(3) does not create an obligation on the part of the Company to modify the Plan or this Award Agreement and does not guarantee that the Restricted Shares will not be subject to taxes, interest and penalties under Section 409A of the Code.

(4) Taxes and Withholding. No later than the date as of which an amount with respect to the Restricted Shares first becomes includable in the gross income of the Participant for applicable income tax purposes, the Participant shall pay to the Company or make arrangements satisfactory to the Committee regarding payment of any federal, state or local taxes of any kind required by law to be withheld with respect to such amount. Unless otherwise determined by the Committee, in accordance with rules and procedures established by the Committee, the minimum required withholding obligations may be settled in Common Stock, including Common Stock that is part of the award that gives rise to the withholding requirement. The obligations of the Company to deliver the certificates for shares of Common Stock under this Award Agreement shall be conditioned upon such payment or arrangements and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant, including, without limitation, by withholding shares of Common Stock to be delivered upon vesting of the Restricted Shares.

(5) Securities Laws. This Award Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required, or the Committee determines are advisable. The Participant agrees to take all steps the Company determines are necessary to comply with all applicable provisions of federal and state securities law in exercising his rights under this Award Agreement.

(6) Conditions to Delivery of Common Stock Certificates. The Company shall not be required to deliver any certificate or certificates for shares of Common Stock pursuant to this Award Agreement prior to fulfillment of all of the following conditions:

(a) The obtaining of any approval or other clearance from any state or federal governmental agency which the Committee determines to be necessary or advisable; and

(b) The lapse of such reasonable period of time as the Committee may from time to time establish for reasons of administrative convenience.

(7) Headings. The headings of sections and subsections are included solely for convenience of reference and shall not affect the meaning of the provisions of this Award Agreement.

(8) Counterparts. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

(9) Entire Agreement. This Award Agreement and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. They supersede all other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(10) Successor. All obligations of the Company under the Plan and this Award Agreement, with respect to the Restricted Shares, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(11) Choice of Law. To the extent not preempted by federal law, this Award Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, this Award Agreement has been executed by the Company by one of its duly authorized officers as of the Date of Award.

LINCOLN EDUCATIONAL SERVICES CORPORATION

By: ______________________________
Name:
Title:

Exhibit 99.1

LINCOLN EDUCATIONAL SERVICES CORPORATION
REPORTS FIRST QUARTER RESULTS

West Orange, New Jersey, May 5, 2011 — Lincoln Educational Services Corporation (Nasdaq: LINC) ("Lincoln"), a leading provider of diversified career-oriented post-secondary education, today reported first quarter results.

First Quarter 2011 Highlights

- Revenue decreased 4.7% to $145.4 million from $152.5 million in the prior-year quarter.
- Operating income margin decreased 390 basis points to 12.7% from 16.6% in the prior-year quarter.
- Diluted earnings per share were $0.46 for the quarter as compared to $0.55 in the prior-year quarter.
- Average student population declined 7.8% from the prior-year quarter.
- Student starts decreased 38.8% for the quarter as compared to the prior-year quarter.

Comment

"The first quarter of 2011 proved to be more challenging than we expected," said Shaun McAlmont, Lincoln's President and Chief Executive Officer. "Changes to admissions criteria, student cash collection policies and campus employee compensation all contributed to a significant decrease in new student starts. While we believed that the greatest impact of these changes would occur in the first quarter, the disruption to our business model resulting from these changes has been greater than originally anticipated.

As we stated last year, the changes that we made to our business model addressed current regulatory rules, assumed the end of existing regulatory remedies and anticipated the finalization of new gainful employment rules. While current economic conditions are also impacting our industry, we believe the primary factor affecting our current performance are the changes in our business model to improve long term student outcomes including graduation, cohort default and placement rates as well as compliance with the 90/10 Rule. We anticipate continued weakness in student starts will negatively impact revenue and profitability for the year and, as a result, are actively managing our expenses with the intent of preserving profitability expectations.

While our visibility in the near term is limited, with the implementation of these changes now behind us, we expect that the negative trends we are experiencing in the first half of the year will decelerate in the second half of the year. We remain optimistic that these trends will improve over time as changes to our processes become standardized and comparisons against prior year periods improve. Additionally, we anticipate that the three new schools that will open in 2011 will contribute to student enrollments during the second half of the year.

Mr. McAlmont concluded, "We made the difficult decision to implement all of these changes based on the assumption that the proposed regulations are adopted as initially drafted and that there will be no relief to the 90/10 Rule. Although initially challenging, we are confident that these steps are necessary to position Lincoln for long term growth and to ensure that students who enroll and matriculate receive the best return on their educational investment. We expect that our student starts will improve in future quarters as employees embrace the new policies and procedures that we have put in place. We remain committed to our growth strategies of selected acquisitions, new campus openings and online program offerings. We ultimately expect to emerge from these challenging times stronger as company and as a leading provider of career and technical programs."

2011 Guidance –

- For the second quarter of 2011, we expect revenues of $130.0 million to $135.0 million, representing a decrease of approximately 13% over the second quarter of 2010, and diluted EPS of $0.14 to $0.20, representing a decrease of approximately 66% over the second quarter of 2010. Guidance for the second quarter of 2011 is based on an expected decrease in student starts of 30% to 35% over the same period in 2010.

- For the full year, we are reducing our revenue forecast to give effect to the higher than anticipated decrease in student starts in the first half of the year. As a result, we now expect revenue of $565 million to $585 million, representing a decrease of approximately 8% to 12% over 2010.

- We are actively managing our expenses to better align them to our expectations for student population. We are lowering our previous full year diluted EPS guidance range to $1.50 to $1.80, representing a decrease of approximately 35% to 46% from 2010. Diluted EPS for 2011 includes $0.28 per share in investments in our online business, our three new campuses and the relocation of an existing campus.

- We now expect a decrease in expected student starts of 12% to 16% over 2010. Student starts are expected to stabilize during the last half of the year. Our expectations are based on the fact that we have three new campuses opening in 2011 and are expanding our program offering at our relocated Denver campus, all of which we expect to contribute to starts. Additionally, we also expect to benefit from easier year over year comparisons during the second half of the year.

- The Board of Directors has set the record and payment dates for the dividend for the second quarter of 2011. The cash dividend of $0.25 per share will be payable on June 30, 2011 to shareholders of record on June 15, 2011.

First Quarter 2011 Operating Performance

Revenue decreased 4.7% to $145.4 million in the first quarter from $152.5 million in the prior-year quarter. This decrease was primarily due to a 7.8% decrease in average student population. Average revenue per student increased 3.5% in the first quarter primarily from tuition increases which ranged from 3% to 5% annually offset by a shift in program mix.

Operating income decreased 27.0% to $18.5 million in the first quarter from $25.3 million in the prior-year quarter. Operating income margin decreased to 12.7% in the first quarter from 16.6% in the prior-year quarter.

Educational services and facilities expenses increased 0.2% to $59.0 million in the first quarter of 2011 from $58.9 million in the prior-year quarter. This increase was due to higher instructional expenses and an increase in depreciation expense partially offset by a decrease in books and tools expenses. The increase in instructional expenses is mainly attributable to annual compensation increases for instructional personnel and the hiring of additional instructors to service both our growing student population throughout 2010 as well as our three new facilities. The increase in depreciation expense was due to higher capital expenditures during 2010. The decrease in books and tools expenses was attributable to a 7.8% reduction in average student population resulting from a reduction in student starts of approximately 3,700 for the first quarter of 2011 as compared to the prior-year quarter. As a result of the foregoing, educational services and facilities expense, as a percentage of revenue, increased to 40.6% in the first quarter from 38.6% in the prior-year quarter.

Selling, general and administrative expenses decreased 0.6% to $67.9 million in the first quarter from $68.3 million in the prior-year quarter. The decrease reflects a reduction in administrative expenses, primarily due to a decrease in bad debt expense. Bad debt expense decreased to $6.7 million, or 4.6% of revenue, in the first quarter of 2011 from $8.4 million, or 5.6% of revenue, in the prior-year quarter. This decrease is due to our continuing efforts to improve financial aid processing through centralized back office administration of our financial aid department. Administrative expenses also decreased due to a reduction in administrative depreciation. The number of day's revenue outstanding at March 31, 2011 decreased to 18.2 days, compared to 20.8 days at March 31, 2010. As of March 31, 2011, we had outstanding loan commitments to our students of $14.1 million as compared to $17.3 million at December 31, 2010. Loan commitments, net of interest that would be due on the loans through maturity, were $12.8 million at March 31, 2011 as compared to $15.4 million at December 31, 2010.

Partially offsetting the decrease in administrative expenses discussed above were increases in sales and marketing primarily due to a $0.3 million increase in annual compensation for admissions personnel, a $0.7 million increase in marketing initiatives in an effort to increase our growth and a $0.4 million increase in sales and marketing expenses at our new campuses. Student services also increased over the prior-year quarter mainly due to higher compensation and an increased number of employees within the career services, financial aid and default management departments as compared with the prior-year quarter.

As a percentage of revenue, selling, general and administrative expenses increased to 46.7% in the first quarter of 2011 from 44.8% in the prior-year quarter.

Net income decreased 28.4% to $10.4 million in the first quarter from $14.5 million in the prior-year quarter. Diluted earnings per share decreased 16.4% to $0.46 in the first quarter of 2011 from $0.55 in the first quarter of 2010.

Balance Sheet

Lincoln had $43.7 million of cash and cash equivalents at March 31, 2011 compared with $66.0 million at December 31, 2010. Total debt and capital lease obligations decreased to $36.8 million at March 31, 2011 from $56.9 million at December 31, 2010. Stockholders' equity increased to $233.8 million at March 31, 2010 from $222.5 million at December 31, 2010.

Dividends

On November 3, 2010 our Board of Directors declared an annual cash dividend of $1.00 per share of common stock outstanding, payable quarterly. The dividend was recorded as a reduction to retained earnings as of December 31, 2010 and adjusted for actual payments as of March 31, 2011. The record date for the second quarterly dividend payment of $5.6 million was March 15, 2011 and the payment date was March 31, 2011. The establishment of future record and payment dates is subject to the final determination of our Board of Directors.

Student Metrics

Starts and Population

	Three Months Ended March 31,		
	2011	2010	Change
Student Starts	5,857	9,563	-38.8%
Average population	28,449	30,872	-7.8%
End of period population	26,667	31,402	-15.1%

Average Population Mix by Vertical

	March 31,	
	2011	2010
Health sciences	39.6%	39.6%
Automotive	30.7%	29.7%
Skilled trades	11.0%	12.0%
Business & IT	9.1%	9.5%
Hospitality services	9.6%	9.2%
	100.0%	100.0%

Conference Call Today

Lincoln will host a conference call today at 11:00 a.m. Eastern Daylight Time. The conference call can be accessed by going to the IR portion of our website at www.lincolnedu.com. Participants can also listen to the conference call by dialing 866-825-1709 (domestic) or 617-213-8060 (international) and citing code 54808682. Please log-in or dial-in at least 10 minutes prior to the start time to ensure a connection. An archived version of the webcast will be accessible for 90 days at http://www.lincolnedu.com. A replay of the call will also be available for seven days by calling 888-286-8010 (domestic) or 617-801-6888 (international) and citing code 46502503.

About Lincoln Educational Services Corporation

Lincoln Educational Services Corporation is a leading provider of diversified career-oriented post-secondary education. Lincoln offers recent high school graduates and working adults degree and diploma programs in five principal areas of study: health sciences, automotive technology, skilled trades, business and information technology and hospitality services. Lincoln has provided the workforce with skilled technicians since its inception in 1946. Lincoln currently operates 45 campuses in 17 states under 5 brands: Lincoln College of Technology, Lincoln Technical Institute, Nashville

Auto-Diesel College, Euphoria Institute of Beauty Arts and Sciences, and Lincoln College of New England. Lincoln had an average enrollment of approximately 28,449 students as of March 31, 2011.

Statements in this press release regarding Lincoln's business which are not historical facts may be "forward-looking statements" that involve risks and uncertainties. For a discussion of such risks and uncertainties, which could cause actual results to differ from those contained in the forward-looking statements, see "Risk Factors" in Lincoln's Form 10-K for the year ended December 31, 2010. All forward-looking statements are qualified in their entirety by this cautionary statement, and Lincoln undertakes no obligation to revise or update this news release to reflect events or circumstances after the date hereof.

(Please see financial attachments.)

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LINCOLN EDUCATIONAL SERVICES CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share amounts)

	Three Months Ended March 31, (Unaudited)	
	2011	**2010**
REVENUE	$ 145,358	$ 152,466
COSTS AND EXPENSES:		
Educational services and facilities	59,016	58,869
Selling, general and administrative	67,888	68,273
(Gain) loss on sale of assets	(21)	4
Total costs and expenses	126,883	127,146
OPERATING INCOME	18,475	25,320
OTHER:		
Interest income	3	1
Interest expense	(1,092)	(1,195)
Other income	6	-
INCOME BEFORE INCOME TAXES	17,392	24,126
PROVISION FOR INCOME TAXES	7,036	9,666
NET INCOME	$ 10,356	$ 14,460
Earnings per share - Basic -	$ 0.47	$ 0.57
Earnings per share – Diluted -	$ 0.46	$ 0.55
Weighted average number of common shares outstanding:		
Basic	21,943	25,558
Diluted	22,418	26,336
Other data:		
Adjusted EBITDA (1)	$ 25,389	$ 31,773
Depreciation and amortization	6,908	6,453
Number of campuses	45	43
Average enrollment	28,449	30,872
Stock based compensation	1,316	680
Net cash provided by operating activities	15,039	21,155
Net cash used in investing activities	(11,511)	(14,404)
Net cash used in financing activities	$ (25,859)	$ (19,035)

Selected Consolidated Balance Sheet Data: (In thousands)		March 31, 2011
Cash and cash equivalents	$	43,664
Current assets		84,964
Working deficit		(15,286)
Total assets		382,601
Current liabilities		100,250
Long-term debt and capital lease obligations, including current portion		36,846
Total stockholders' equity	$	233,838

(1) Reconciliation of Non-GAAP Financial Measures

EBITDA is a measurement not recognized in financial statements presented in accordance with accounting principles generally accepted in the United States of America ("GAAP"). We define EBITDA as income from continuing operations before interest expense (net of interest income), provision for income taxes and depreciation and amortization. EBITDA is presented because we believe it is a useful indicator of our performance and our ability to make strategic acquisitions and meet capital expenditure and debt service requirements. It is not, however, intended to represent cash flows from operations as defined by GAAP and should not be used as an alternative to net income (loss) as an indicator of operating performance or to cash flow as a measure of liquidity. EBITDA is not necessarily comparable to similarly titled measures used by other companies. Following is a reconciliation of income from continuing operations to EBITDA:

	Three Months Ended March 31, (Unaudited)			
		2011		**2010**
Net Income	$	10,356	$	14,460
Interest expense, net		1,089		1,194
Provision for income taxes		7,036		9,666
Depreciation and amortization		6,908		6,453
EBITDA	$	25,389	$	31,773

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