



USM

UNIVERSITY OF SANTA MONICA

ENROLLMENT AGREEMENT: FIRST YEAR

A. **University of Santa Monica**
2107 Wilshire Blvd.
Santa Monica, CA 90403

Instruction is provided at:
2107 Wilshire Blvd.
Santa Monica, CA 90403

Student Name: _____

Local or Mailing Address: _____

City: _____

State: _____

Zip: _____

Home Address (if different): _____

City: _____

State: _____

Zip: _____

E-mail: _____

- B. This *Enrollment Agreement* is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it. You have been provided two copies of this *Enrollment Agreement*; the second copy is for your records.
- C. This agreement is for the *First Year* of the *M.A. in Spiritual Psychology Program*. A total of 23-quarter units is required to complete the four courses. The first three are offered in a nine-weekend format and the fourth course is offered in a one-week format.

Start Date: October 7, 2011

Scheduled Completion Date: July 25, 2012

D. STUDENT'S RIGHT TO CANCEL

- 1) A student has the right to cancel his or her agreement for a course of instruction, without any penalty or obligations, through attendance at the first class session, or the seventh day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed sixty (60) percent or less of the course.
- 2) Cancellation may occur when the student provides a written notice of cancellation at the following address: University of Santa Monica, 2107 Wilshire Boulevard, Santa Monica, CA 90403. This can be done by mail or by hand delivery.
- 3) The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
- 4) The written notice of cancellation need not take any particular form, and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the *Enrollment Agreement*.

Any questions a student may have regarding this *Enrollment Agreement* that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education, P.O. Box 980818, West Sacramento, CA 95798-0818, (916) 431-6959. The Web site is www.bppe.ca.gov.

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's Internet Web site, www.bppe.ca.gov.

E. TRANSFERABILITY OF CREDIT

The transferability of credit you earn at the University of Santa Monica is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree you earn at USM is also at the complete discretion of the institution to which you may seek to transfer. If the degree that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that

institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending USM to determine if your degree will transfer.

F. STUDENT TUITION RECOVERY FUND

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary Education.

You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program, or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

- G. Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, prior to signing this agreement.

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information included in the School Performance Fact Sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

() Catalog

() School Performance Fact Sheet

Initial

Initial

You have been provided two copies of this *Fact Sheet*. The second copy is for your records.

H. REFUND INFORMATION

- 1) If a student cancels their enrollment prior to attending class, they are entitled to a full refund of all monies paid.
- 2) If the *Enrollment Agreement* is cancelled, the school will refund the student any monies he/she paid, **less a registration or administration fee not to exceed \$250**, and less any deduction for equipment not returned in good condition, **within 45 days after the notice of cancellation is received**.
- 3) The student may withdraw from the school at any time after the cancellation period (described above) and **receive a pro rata refund if they have completed 60 percent or less of the period of attendance**. The amount of that refund is to be "pro-rated" according to the not-completed portion of the program, less the cost of any equipment returned in good condition (good condition does not include equipment that a seal is broken, log-on occurred, or is marked or damaged in any way). **The refund is to be paid within 45 days of withdrawal.**

For example, if the student completes only 30 hours of a 90-hour course and paid \$330 tuition, the student would receive a refund of \$220; the computation follows:

$$\begin{array}{rclcl} \$330 & \times & 60 \text{ (clock hours of instruction} & = & \$220 \\ \text{(amount paid} & & \text{paid for but not received)} & & \text{(refund} \\ \text{for instruction)} & & \div 90 \text{ (clock hours of instruction} & & \text{amount)} \\ & & \text{for which the student has paid)} & & \end{array}$$

For the purposes of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution in writing of the student's withdrawal in accordance with the terms of Section D of this *Agreement*.
- The institution notifies the student in writing of the termination of the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absence in excess of the maximum set forth by the institution; and/or failure to meet financial obligations to the school.
- The student has failed to attend class for two (2) class weekends (*First Year*) or one (1) class weekend (*Second Year* or *Consciousness, Health, and Healing*).

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn when two (2) class weekends, if in First Year, and one (1) class weekend, if in Second Year or Consciousness, Health, and Healing, have been missed.

I. FEES AND CHARGES

The student is responsible for the following fees and charges:

Application Fee	\$ 100
Registration Fee (first month Tuition)	\$ 660
Tuition (\$660 x 8 months)	\$5,280
Materials Fee	\$ 175
Tuition 5-Day Lab	\$1,650
Textbooks (estimated cost)	\$ 295
<u>TOTAL DUE FOR THE ENTIRE PROGRAM</u>	\$8,160*

CHARGES FOR CURRENT PERIOD OF ATTENDANCE: \$8,160

CHARGES DUE UPON ENROLLMENT: \$8,160

*YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST (if applicable), LESS THE AMOUNT OF ANY REFUND.

THE TOTAL AMOUNT FOR ALL FEES, CHARGES, AND SERVICES THE STUDENT IS OBLIGATED TO PAY FOR THE COURSE OR EDUCATIONAL SERVICE IS \$8,160.

- J. This agreement is a legally binding contract when signed by the student and authorized by the University. It is not operative until the student makes an initial visit to the institution and receives a thorough tour or attends the first class or session of instruction.

October 7, 2011

Date of Tour, Visit, or First Class

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

Signature of Student

Date

I accept this agreement and certify that the University of Santa Monica has met the disclosure requirements of Education Code §94902 of the California Private Postsecondary Education Act of 2009.

Signature of School Official

Date

Note: Any holder of this consumer credit contract is subject to all claims and defense which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

You may assert against the holder of the promissory note you signed in order to finance the cost of the education program all of the claims and defenses that you could assert against this institution, up to the amount you have already paid under the promissory note.