

Professional Medical Careers Institute of California

Enrollment Agreement IV therapy (2023 update)

Professional Medical Careers Institute 920 Hampshire Rd. Suite S. Westlake Village, CA 91361 (805) 497-4064

Student Name (Last, MI, First) DOB (mm/dd/yyyy) Social Security Number

Street Address City State Zip Code

Home Phone Cell Phone Work Phone E-mail Address (Optional)

1. Course Title or Educational Service: **IV therapy and Blood Withdrawal Course or Blood Withdrawal Course**

app. 36 3 6 2 /session **January 4th, 2022**
of Clock Hours # of Weeks # of Hrs Per Day # of Days Per Week Start Date

Scheduled Completion Date: January 13th, 2022

2. Fees, Charges and Expenses. (If cancelled at any time, the registration fee of \$25.00 is non-refundable.)

Initial _____

IV therapy and Blood Withdrawal Certification Course

Courses Selected

IV therapy and Blood Withdrawal Certification Course _____ 36 hours

TOTAL FEES:

Registration Fee: \$ 25.00 **Non-Refundable registration** fee for Services Rendered/Registration/record keeping

Tuition fee: \$ 300.00 for IV therapy and Blood Withdrawal Course

BVNPT cert fee: \$25.00 for IV therapy and Blood Withdrawal certification fee

Rental text book: \$10.00 for Introduction to Intravenous Therapy for Health Professionals

Subtotal: \$360.00

Other:

The total amount that the participant is obligated to pay including all fees, charges, and expenses separately itemized that must be paid in full to complete the program of instruction. **The total cost of the course must be paid prior to the first day of instruction . All fees must be paid prior to receipt of certificate of completion. By signing you agree to abide by all rules and regulations and understand that the registration fee is not refundable. You also understand that there is a \$50 charge for those who cancel with less than a seven (7) days notice. There are no refunds after the first day of instruction but the fees may be applied to the next available class.**

Total Charges: \$360.00 Discount: \$ _____ Amount Due \$360.00

Signature of Student: _____ Date: _____

Printed Name of Student _____

School Representative: _____ Title: _____ Date: _____

This Agreement is not binding unless signed by the student and school representative or school administrator.

THE TOTAL CE PROGRAM FEE AND OTHER CHARGES THAT THE STUDENT IS OBLIGATED TO PAY IS \$360.00 for the IV therapy and Blood Withdrawal course. The undersigned student promises to pay the program fee in full. The student understands the total tuition fee must be completely paid before the student can be cleared of financial obligation with PMCI's School of Nursing. The student also understands that any **RETURNED CHECKS will be subject to an additional \$35.00 processing fee (per check)** payable to PMCI. Acceptable replacements for any returned check and subsequent installment payments will be in CASH or Money Order or Credit/Debit Card until tuition fee balance is paid in full. **Failure to pay any balances due will prevent the student from continuance in attending the course of instruction and/or receiving a Certificate of Completion.** In the event of defaulted payments, the undersigned student may be denied continuance until the remaining balance and any applicable late fee charges are fully paid. Additionally, students may be liable for any and all expenses for recovery of due payments including but not limited to attorney's fees, collection agency fees and other administrative costs. For details regarding this policy, please see the Arbitration Agreement. _____

The application fee is due upon initial enrollment. Payment of the application fee does not guarantee a spot in the program. If payment is not received according to the agreed upon payment plan, the student will not be allowed to start/continue class, unless prior payment arrangement have been made with the school's Director or Financial Office. Any student who does not meet their financial obligations to PMCI by the completion of the course will be subject to legal actions. PMCI reserves the right to periodically review/revise above payment options.

I understand & agree to the above total charges/fees for this course: _____

Signature of Student: _____ **Date:** _____

PMCI Administrator: _____ **Date:** _____

PMCI'S RIGHT TO CANCEL/SUSPEND OR TERMINATE

The school may cancel, suspend or terminate the Enrollment Agreement at any time if the undersigned student violates any of the following policies and/or agreements:

- Failure to maintain satisfactory academic progress.
- Failure to comply with the school's attendance policy.
- Failure to comply with the school's student conduct policies.
- Failure to meet all financial obligations to the school.
- Violation of any of the conditions as set forth and agreed to in the Enrollment Agreement.

The school also reserves the right to change or modify the program contents, instruction and clinical time, equipment, staff, or materials as it deems necessary. Such changes may be necessary to keep pace with technological advances and to improve teaching methods or procedures. In no event will such changes diminish the competency or content of any program or result in any additional charges to the student.

REFUND POLICY

STUDENT'S RIGHT TO CANCEL

Each student has the right to cancel/voluntarily terminate the program and obtain a refund of charges paid through attendance at the first-class session or the seventh day after enrollment, whichever is later. If a student wishes to cancel/terminate the enrollment agreement or withdraw from the institution, the student must notify the school. Written and/or verbal withdrawals are acceptable.

If the student withdraws from a course before instruction has started, the student may receive a refund. NOTE: For CE classes – the student will be charged for the course after the first day of attendance but may finish the course with another upcoming class. Any materials that a student has paid for but not received will be refunded in full. Any materials that a student has paid for and received will not be refunded. If books have been purchased the student will be charged a \$20 fee to cover return of the book.

No refunds will be given if the student has attended more than 60% of the course and the student concerned will still be liable for any tuition due. Also, if the student has received federal student financial aid funds, the student is entitled to a refund of money not paid from federal student financial aid program funds.

The school reserves the right to cancel or reschedule a class start date due to insufficient enrollment. If this occurs, the student may request a full refund of all money paid less the registration fee, or apply all money paid to the next scheduled class start date.

PLEASE NOTE: The "Itemization of Fees and Charges" on page 2 has detailed information on refundable and non-refundable items. All refunds will be paid within 45 days from receipt of cancellation or withdrawal letter or the date the institution terminates a student for breach of attendance, conduct, academic and/or financial policies. If an applicant never attends class (no-shows) or cancels the contract prior to the class start date, all refunds due will be made within forty-five (45) calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.

I have read and understand the Refund Policy

Student Initial _____

TRANSFER OF CREDITS

While PMCI does not currently offer financial aid through any federal or state government program, any loan obtained is the sole responsibility of the student. If the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. CEC94911(f). The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan. The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid. CEC 94911(g)

Student Initial _____ Parent Initial(If applicable) _____

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION. Those taking an approved CE class at PMCI will receive a certificate of completion on the last day of attendance. All hours must be completed. For this reason, you should make certain that your attendance at PMCI will meet your educational goals. This may include contacting an institution or facility to which you may seek to transfer after attending PMCI to determine if your Certificate of Completion will transfer or be accepted. The BVNPT will post completion of IV therapy once a person has passed the NCLEX PN and paid for licensure. PMCI will send the required forms to the BVNPT.

SPECIAL REQUIREMENTS FOR COMPLETION AND CERTIFICATE

The following requirements must be met by a student in order to qualify for a Certificate of Completion of the CE course.

- **Attend 100% of the scheduled hours of the program.**
- **Complete all designated requirements (tests, assignments, etc.) of the program.**
- **Satisfy all financial obligations to the school.**

DISCLAIMER OF EMPLOYMENT GUARANTEE

While the school offers job placement assistance and referral, the school cannot, in anyway, guarantee employment after the student has successfully completed the program of study.

STUDENT ACKNOWLEDGEMENT

THIS AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY PROFESSIONAL MEDICAL CAREERS INSTITUTE. CEC 94911(c.) Your signature on this agreement acknowledges that you have been given reasonable time to read and understand

it, and that you have been given: (a) written statement of the refund policy and how it applies and; (b) a catalog including a description of the course or education service, including all material facts concerning the school and the program or course of instruction which are likely to affect your decision to enroll. *Immediately upon signing this agreement, you will be given a copy of it to retain.*

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 and wages, prior to signing this agreement.

I certify that I have received the catalog_____ **(Initial)**, and School Performance Fact Sheet_____ **(Initial)**, which includes information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet. CEC 94911(i)(2)

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. CEC 94911(k). By signing, I also certify that I have received an explanation and copy of the School handbook, graduation requirements, physical demands, work conditions and safety, attendance, behavior and confidentiality requirements (verbal), placement disclosure, visited and toured the school facilities and 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. I certify that I will hold harmless PMCI or any of PMCI's affiliated clinical facilities of any liability.

CEC 94911(j)(2). Additionally, 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 at:

<http://www.bppe.ca.gov/enforcement/complaint.shtml> CEC 94911(j)(1). This agreement 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. 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 at: Website: http://www.bppe.ca.gov/about_us/contact.shtml

Physical Address: 2535 Capitol Oaks Drive, Ste 400, Sacramento, CA 95833
Mailing Address: P.O. Box 980818, West Sacramento, CA 95798-0818
Phone Number: (916)431-6959 Toll Free: (888)370-7589 Fax Number: (916)263-1897

ARBITRATION AGREEMENT

Any dispute arising from enrollment at *PMCI School of Nursing/dba Professional Medical Careers Institute* no matter how described, pleaded or styled, shall be resolved by binding arbitration under the Federal Arbitration Act conducted by the American Arbitration Association ("AAA") at *Ventura, California*, under its Commercial Rules. All determinations as to the scope, enforceability of this Arbitration Agreement shall be determined by the Arbitrator, and not by a court. The award rendered by the arbitrator may be entered in any court having jurisdiction. **Student's Initial** _____

NOTICE

ANY HOLDER OF THIS CONSUMER 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 THE AMOUNT PAID BY THE DEBTOR.

ADDENDUM

(Agreement to Binding Arbitration and Waiver of Jury Trial)

I, _____ agree that any dispute arising from my enrollment at PMCI School of Nursing/dba Professional Medical Careers Institute/ no matter how described, pleaded or styled, shall be resolved by binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act, conducted by the American Arbitration Association (“AAA”) at Ventura, California, under its Commercial Rules. All determinations as to the scope, enforceability and effect of this arbitration agreement shall be decided by the arbitrator, and not by a court. The award rendered by the arbitrator may be entered in any court having jurisdiction.

I. Terms of Arbitration

1. Both Student and the School irrevocably agree that any dispute between them shall be submitted to Arbitration.
2. Neither the student nor the School shall file or maintain any lawsuit in any court against the other, and agree that any suit filed in violation of this Agreement shall be dismissed by the court in favor of an arbitration conducted pursuant to this Agreement.
3. The costs of the arbitration filing fee, arbitrator’s compensation and facilities fees will be paid by the School, to the extent these fees are greater than a Superior Court filing fee.
4. The Arbitrator’s decision shall be set forth in writing and shall set forth the essential findings and conclusions upon which the decision is based.
5. Any remedy available from a court under the law shall be available in the arbitration.

II. Procedure in Filing Arbitration

1. Students are strongly encouraged, but not required, to utilize the Grievance Procedure described in the student handbook prior to filing arbitration.
2. A student desiring to file arbitration should first contact the School Director or Administrator, who will provide the student with a copy of the AAA Commercial Rules. A student desiring to file arbitration should then contact the American Arbitration Association at Ventura, California, which will provide the appropriate forms and detailed instructions. The student should bring this form to AAA.
3. A student may, but need not, be represented by an attorney at the Arbitration.

III. Acknowledgement of Waiver of Jury Trial and Availability of AAA Rules

By my signature below, I acknowledge that I understand that both the school and I are irrevocably waiving rights to a trial by jury, and are selecting instead to submit any and all claims to the decision of an arbitrator instead of a court. I understand that the award of the arbitrator will be binding, and not merely advisory. I also acknowledge that I may at any time, before or after my admission, obtain a copy of the rules of the American Arbitration Association, at no cost, from the School Director.

Signature of Student _____ **Dated:** _____

Signature of parent (if under 18) _____ **Dated:** _____

I HEREBY ACKNOWLEDGE HAVING READ AND RECEIVED A COPY OF THIS CONTRACT. I CERTIFY THAT PMCI SCHOOL OF NURSING HAS MET THE DISCLOSURE REQUIREMENTS OF EDUCATION CODE 94312 OF THE PRIVATE POST-SECONDARY AND VOCATIONAL REFORM ACT OF 1989:

Signature of Student/Parent (if applicable)

Date Signed

THIS AGREEMENT IS ACCEPTED BY:

Signature of School Official & Title

Acceptance Date