



MAKAR JAMES UNIVERSITY

12440 Firestone Blvd., #1029, Norwalk, CA 90650
 562-462-0021 · admin@mjuniversity.us · https://mjuniversity.us

ENROLLMENT AGREEMENT

AGREEMENT is made this ____ day of _____, 20____ between Makar James University which is located and provided instruction at 12440 Firestone Blvd., #1029, Norwalk, CA 90650 hereinafter called "School" and "Student." CCR §71800(a) CEC §94902(a)

| | | | | | |
|---|--|--|---------------------|-------|----------|
| Student Name: (last name), (first name) (middle name) | | | Social Security No: | | |
| Date of Birth: | | | Driver's License #: | | |
| Student Address: | | | City | State | Zip Code |

An enrollment agreement shall be written in language that is easily understand. If English is not the student's primary language, and the student is unable to understand the terms and conditions of the enrollment agreement, the student shall have the right to obtain a clear explanation of the terms and conditions and all cancellation and refund policies in his or her primary language. If the recruitment to enrollment was conducted in a language other than English, the enrollment agreement, disclosures and statement shall be in that language. CEC §94906(a)(b)

The name of this institution is **Makar James University** and these are the educational programs in this institution; CEC §94911(a)

- Bachelor in Theology BA in English BS in Social Welfare Bachelor of Business Administration
 Masters of Divinity Masters in Theology Master of Social Welfare
 Doctor of Ministry Doctor of Theology Doctor of Social Welfare

This agreement is covered by period between the date of starting the course and estimated to scheduled:

Start on _____ and estimated to scheduled is _____. CCR §71800(b)(c)

| Enrollment | Total Hours in Course: | | Total Weeks/Months: | | Total Hours per Day/Week: | | Total credit Hours/Units: |
|-----------------------|------------------------|---------|---------------------|----------|---------------------------|----------|---------------------------|
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Total Hours per week |
| Class Schedule | | | | | | | |

Prior to enrollment, an institution shall provide a prospective student, either in writing or electronically, with a school catalog containing, at a minimum, all of the following: CEC §94909(a)

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at Makar James University is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the _____ (degree, diploma, or certificate) you earn in _____ (educational program) is also at the complete discretion of the institution to which you may seek to transfer. If the _____ (credits or degree, diploma, or certificate) that you earn at this institution are 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 education goals. This may include contacting an institution to which you may seek to transfer after attending Makar James University to determine if your _____ (credits or degree, diploma, or certificate) will transfer. CEC §94911(h) 94909(a)(15)

"Prior to signing this enrollment agreement, you must be given a catalog 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 requires 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." CEC §94911(i)(1)

"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, and the most recent three-year cohort default rate, if applicable, included in the School performance Fact Sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet."

Student's initials _____

—CEC §94911(i)(2)

Your payment schedule will be \$ _____ each week or month, commencing on _____ for _____ weeks or _____ months until the balance is paid in full. Student and Co-buyer (if applicable) understand that payments are to be made to the institution or assignee. If the agreement be assigned, Student and Co-buyer (if applicable) will be bound by all terms and conditions. Payments which are 10 days delinquent may accrue a LATE CHARGE of the littlest of 5%, 5.00 or maximum allowed by law. If account is delinquent for over 90 days, the entire amount may become due and payable. Should this agreement be assigned, such a third party is independent of the institution and any institution-related questions or problems that arise must be settled between student and the institution. Students may pay off the balance in advance and receive a partial refund of interest computed by the actuarial method.

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL 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.

CEC §94916

NOTICE OF STUDENTS RIGHTS TO CANCEL CEC §94911(e)(1)(3) CCR §71800(d)

1. You have the right to cancel this agreement for educational services including any equipment and obtain a refund of charges paid **through attendance at the first class session, or the seventh day after enrollment, whichever is later**. Business day means a day on which you were scheduled to attend a class. Cancellation occurs when you give a written notice of cancellation. You can do this by mail, in person, by FAX or telegram. The notice of cancellation, if mailed is effective when deposited in the mail, properly addressed with postage prepaid. This notice need not take any particular form; it needs only to state you wish to cancel the agreement. You **will be given two notices of cancellation forms on the first day of class**. If you cancel this agreement, the institution will refund any money that you paid within 30 days after your notice is received.

Cancellation of this agreement can occur through: _____
Date

2. Students are advised that notification of withdrawal or cancellation must be made in writing.
3. The Cancellation Notice must be addressed to:

**Administration Office, Makar James University
12440 Firestone Blvd., #1029, Norwalk, California 90650**

4. If the institution has given you any equipment, you shall return the equipment within 30 days of the date you signed a cancellation notice. If you do not return this equipment within this 30-day period, the institution may keep an amount out of what you paid that equals the cost of the equipment. The total amount charged for each item of equipment shall be separately stated. The amount charged for each item of equipment shall not exceed the equipment's fair market value. The institution shall have the burden of proof to establish the equipment's fair market value. The institution is required to refund any amount over that as provided above, and you may keep the equipment.
5. You have the right to withdraw from a program of instruction at any time. If you withdraw from the course of instruction after the cancellation period as in paragraph 1, the institution will remit a refund less non-refundable registration fee and non-refundable STRF fee within 30 days following your withdrawal. You are obligated to pay only for educational services rendered and unreturned equipment. The refunds shall be the amount you paid for instruction multiplied by fraction, the numerator of which is the number of hours of instruction, which has not been received but for which you have paid, the denominator of which is the total number of hours of instruction from which you have paid. If you obtain equipment, as specified on the first page of this agreement, and return it in good condition within 30 days following the date of your withdrawal, the institution shall refund the amount paid by you for the equipment. If you fail to return the equipment in good condition within 30 days, the institution may retain the lesser amount of a pro rata portion as described below (up to 60% of course completion) or documented cost of the listed equipment. You are liable for the amount, if any, by which the pro rata or documented cost of the equipment exceeds the refund amount. If the amount you have paid is more than the amount that you owe, then a refund will be made within 30 days of your withdrawal. If the amount that you owe is more than the amount you paid, then you will have to make arrangements to pay it.
6. 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. CEC §94911(f)
7. If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur: CEC §94911(g)(1)(2)
 - (1) 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; and
 - (2) The Student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

Distance Learning Refund Policy if not offered in real time: CCR §71716(d)

An Institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission. CCR §71716(a)

The institution shall transmit the first lesson and any materials to any student after the institution accepts the student for admission. The student has the right to cancel the agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date Makar James University will receive written notice at 12440 Firestone Blvd., #1029, Norwalk, CA 90650. If the institution sent the first lesson before an effective cancellation notice was received, Makar James University shall make a refund within 45 days after the student's return of the materials.

Right to Cancel:

The Student shall have the right to cancel the enrollment agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750 of the Regulations. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials. CCR §71716(b)

An Institution shall transmit all lessons and materials to the student if the student has fully paid for the educational program and, after having received the first lesson and initial materials, request in writing that all of the material be sent. CCR §71716(c)(1)

If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, but shall not be obligated to pay any refund after all of the lessons and material are transmitted. CCR §71716(c)(2)

Hypothetical refund example according to the state pro rata policy.

Assume that a Student, upon enrollment in a 480-hour course, pay total \$6,333.00(\$6,000.00 for tuition, \$80.00 for Registration, \$250.00 for documented cost to the institution for equipment as specified in the Enrollment Agreement, and \$3.00 for STRF fee) and withdraws after 96 hours into the course (this includes class days not attended by the student) Without returning (due to extenuating reasons) the equipment he/she obtained. The pro rata refund to the student would be \$4,800.00 based on the calculation stated below. If the student returns the equipment IN GOOD condition within 30 days following his/her withdrawal; the institution would refund the charge For the equipment returned.

| | | | | | |
|--|------------|---------------------|------------|-------------------------------------|------------|
| TOTAL PAID | \$6,333.00 | Tuition cost | \$6,000.00 | Paid for instruction | \$6,800.00 |
| Less registration fee (not refundable after the seventh day) | \$80.00 | Hours in the course | 480 | Hours attended | 96 |
| Less STRF Fee | \$3.00 | | | | |
| Less cost of un returnable equipment | \$250.00 | Hourly charge | \$12.50 | Tuition owed $96 \times \$12.50$ | \$1,200.00 |
| Equals amount paid for instruction | \$6,000.00 | | | Refund due | \$4,800.00 |

Determination of withdrawal from institution: The withdrawal date shall be the last date of recorded attendance or:

Student's Initials: _____

| |
|---|
| The date you notify the Financial Office of your intent to withdraw. Only the Financial Office or Director would be authorized to accept a notification of your intent to withdraw |
| The date the school terminates your enrollment due to Unsatisfactory academic or Unsatisfactory attendance or for a violation(s) of rules and policies stated in the catalog |
| The date you fail to attend classes for a two-week period and fail to inform the school that you are not WITHDRAWING |
| For California Schools: If you are absent for three consecutive weeks and are not on an approved leave of absence notification, you will be deemed to have withdrawn even though you have indicated that you were not WITHDRAWING |
| The date you failed to return as scheduled from an approved leave of absence. The withdrawal date shall be the last date of recorded attendance. The date of the determination of withdrawal will be the scheduled date of return from LOA(Leave of Absence). |

REFUNDS AND GENERAL TERMS:

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. CEC §94911(e)(2)

GENERAL TERMS:

1. No applicant shall be rejected from admission to the institution the basis of age, race, color, sex, disability or national origin nor be subjected to discrimination of any kind base on the above. For information regarding non-discrimination issues or to resolve complaints, contact the Director of designee.
2. The institution does not and cannot guarantee neither employment nor level of income or wage rate to any student or graduate. However, placement assistance will be provided in the form of referrals to potential employers, resume preparation, training on job seeking skills and interview techniques.
3. You must pay the state-imposed fee for the Students Tuition Recovery Fund (STRF) if all of the following apply to you: CCR §76215(a)(b)
 - (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 paid by third-party, 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 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 by the third party.

The State of California created the Student Tuition Recovery Fund(STRF) to relieve or mitigate economic losses suffered students who are California residents or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary Education. You may be eligible for STRF assessment 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 institution closed before the course of instruction was completed.
- (2) The institution'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 institution.
- (3) The institution'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 institution 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 institution closed or, if the material failure began earlier than 3days prior to closure, the period determined by the Bureau.
- (5) As Inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

HOWEVER, no claim can be paid to any student without a social security number or a taxpayer identification number.

4. All instructional equipment for the course selected will be furnished by the institution. There are, however, required books and materials that are to be paid by you.
5. The cost of medical or other examinations, if required, is to be paid by the students.
6. Diplomas, certificates, signifying satisfactory completion will be issued after the completion of the entire program. Students will be tested/evaluated on classroom (lecture). The Student must achieve the cumulative grade point average (GPA) as stated in the catalog in order to graduate and receive the Diploma or Certificate.
7. The institution reserves the right to postpone/withdraw training in the event of Acts of God, labor disputes, equipment failure, or size of class enrollment decreases under 5 students, etc. Students will be duty notified by phone, e-mail, or letter.
8. All course schedules are subject to change in starting and completion dates. Students will be duly notified. Students will be offered the opportunity to consent as provided by law. In cases where such changes would cause an undue hardship, a refund will be offered. The maximum postponement of class is 90 days.
9. The institution reserves the right to withdraw a scheduled course if the registration is insufficient to make up a class. All student charges paid will be refunded.
10. The institution reserves the right to change or modify the program content, equipment, staff, or materials and organization as necessary. Such changes may be required to keep pace with technological advances and to improve teaching any program or result in tuition changes for current attending students.
11. The institution reserves the right to reject an applicant from admission not meeting the requirements for the course selected. The student's enrollment may be terminated at the discretion of the institution Director if the student's academic progress, behavior, absences, lateness, dress, etc. does not conform to the attendance requirements, rules and regulations of the institution, as stated in the catalog; in which event, the extent of the student's tuition obligation will be in accordance with the institution's refund policy.

12. In any particular provision of this agreement shall be deemed invalid if unenforceable, it shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid of unenforceable provisions were omitted
13. This Agreement constitutes the complete contract between the institution and the student, and no verbal statements or promises will be recognized.
14. 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 by at:
 2535 Capitol Oaks Drive Ste 400
 Sacramento, CA 95833
 (916) 431-6959 Fax (916) 263-1897
 Toll Free: (888) 370-7589
15. A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling the toll free number: (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's Internet Web site at www.bppe.ca.gov.

“STUDENT UNDERSTANDS THE FOLLOWING”

I, the undersigned, understand this agreement is not operative until I attend the first class or session of instruction. I further understand that the institution catalog and its contents are a part of this enrollment agreement and that information presented therein is binding with the institution and the student. My signature below certifies that:

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)

Student's Signature

Date

I have interviewed the applicant and certify that in my judgment the applicant meets the requirement of the institution or the course selected. I recommend the applicant for acceptance as a student. I have made no verbal statements or promises which are contrary to the terms of this agreement or State Law. I certify that the institution has meet all disclosure requirements.

Signature of School Official

Date