

BROWN MACKIE COLLEGE PHOENIXSM
13430 N. Black Canyon Hwy, Phoenix, AZ 85029

This institution is accredited by the Accrediting Council for Independent Colleges and Schools (ACICS); 750 First St. NE, Suite 980, Washington, D.C. 20002-434 and is licensed by the Arizona State Board for Private Post-Secondary Education, 1400 W. Washington, Room 260 Phoenix, AZ 85007, (602) 542-5709.

ENROLLMENT AGREEMENT. This is a legal contract.

Name _____ SSN _____
Street _____ City _____ State _____ Zip _____
Phone _____ Email: _____

I hereby enroll at **BROWN MACKIE COLLEGE - PHOENIX** for the following program of study:

- Bachelor of Science in _____ which is 180 quarter credit hours and takes 45 months of continuous enrollment to complete. Graduates will receive a *Bachelor of Science Degree*.
- Associate of Applied Science in _____ which is 100 quarter credit hours and takes 24 months of continuous enrollment to complete. Graduates will receive an *Associate of Applied Science Degree*.
- Associate of Science in _____ which is 96 quarter credit hours and takes 24 months of continuous enrollment to complete. Graduates will receive an *Associate of Science Degree*.
- Day Start date: _____ month/day/year
- Afternoon End date: _____ month/day/year (anticipated)
- Evening

TUITION AND FEES

I hereby agree to pay the current tuition and fees as described below:

Tuition: \$ _____/per credit hour Books and supplies*: \$ _____/estimated per quarter
General Fee: \$ _____/per credit hour

Allied health students may incur additional expenses for required immunizations. The number and type of immunizations may vary, depending on state and local requirements. Some of the immunizations listed below may have been administered to the student at an earlier date, for which the student must provide proof of immunization. The estimated cost for obtaining the immunizations are listed. The following immunizations typically are required: Varicella immunization or titer \$ 30.00 - \$90.00; HBV Vaccination - \$240.00; PPD \$ 15.00 - 30.00; MMR - \$30.00

*Books and supplies are a separate institutional charge and are not included in the tuition costs. Books and supplies may be purchased from Brown Mackie College - Phoenix.

GENERAL PROVISIONS

As a student of Brown Mackie College - Phoenix, I understand that I will be entitled to the privileges and bound by the conditions below:

Cancellation: I understand that I may cancel this Enrollment Agreement in writing, within three days, excluding Saturday, Sunday, and state and federal holidays, of signing the enrollment agreement, and will be entitled to a full refund of any money paid.

Career Services: I understand that individual job search assistance is available to me - at no additional cost - by the Career Services Department of Brown Mackie College - Phoenix to students and graduates in good standing. I further acknowledge that no representative of the College has guaranteed me placement in a particular job or salary range upon graduation.

Financial Obligations: I understand that I am personally responsible for all tuition, fees and other charges arising from and during my enrollment at Brown Mackie College - Phoenix. I understand that it is my personal obligation to pay all tuition, fees, and other charges when due. If I do not pay the full amount of any scheduled payment when that payment is due, I may not be permitted to continue my studies. If I am not able to continue my studies, I understand that I am responsible for any outstanding tuition, fees or other charges due in accordance with the College's refund policy. I understand that my academic transcript will not be released to me or to any other individual requesting my transcript if there is a balance due to Brown Mackie College - Phoenix. In addition, if I choose to re-enroll at Brown Mackie College - Phoenix, I must satisfy any outstanding tuition, fees, or other charges prior to my re-enrollment. I understand that any student financial assistance made available to me may not completely cover my tuition, fees, and other charges and I understand that any tuition, fees, and other charges not paid by financial assistance is my personal financial obligation. I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to Brown Mackie College.

Instruction: I understand that I will receive instruction in English, in lecture and laboratory formats. Instruction will be delivered by qualified instructors of Brown Mackie College - Phoenix.

Renewal of Enrollment Agreement: I understand and agree that although this agreement is executed for a period of only one (1) quarter, my enrollment at Brown Mackie College for subsequent quarters shall constitute a renewal of the terms of this agreement except for the tuition charge and fees, which may be subject to change with at least one quarter's notice to students.

ACKNOWLEDGEMENTS

I understand that Brown Mackie College - Phoenix reserves the right to make changes in program content, materials, or schedules as it deems necessary. The College further reserves the right to discontinue my training for unsatisfactory progress or attendance, non-payment of tuition or fees, or failure to comply with the College's policies and procedures.

I understand that my tuition charges are for the right to attend classes in which I am enrolled and are in no way contingent upon my satisfactory academic progress, personal satisfaction, or attainment of employment upon graduation.

I have received and read a copy of the current Brown Mackie College - Phoenix academic catalog. I have read and understand this enrollment agreement and I acknowledge receipt of an exact copy of the same. I understand that this agreement contains all the terms of my enrollment and acknowledge that no verbal statements have been made contrary to what is contained in this agreement.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the College's cancellation and refund policies have been clearly explained to me.

Applicant Signature _____ Date _____

Signature of parent (if applicant is under 18 years old) _____ Date _____

Admissions Representative Signature _____ Date _____

Accepted by Official of Brown Mackie College - Phoenix _____ Date _____

Both sides of this agreement constitute the Enrollment Agreement

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REFUND POLICY

Return of Federal Title IV Aid:

A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60% of the quarter. The amount returned will be based on the percentage of days remaining in the quarter. The school will determine the calendar days completed in the quarter divided by the total number of calendar days in the quarter. If the amount is less than or equal to 60%, then that percent of the Federal Title IV Aid received is the amount that can be retained. The difference will be Loan, PLUS Loan, Pell Grant, ACG, SEOC.

If Federal Title IV Aid funds have been given to the student, and if the student withdraws during the first 60% of the quarter, the student may need to return some of those funds. If the student needs to return funds, the school will notify the student regarding how much is owed, and how it is to be returned.

Holder in Due Course Statement:

Any holder of this consumer credit contract is subject to all claims and defenses 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. (FTC Rule effective 5-14-76)

Adjustment of charges:

In accordance with school policy, if a student withdraws from school, the school will earn tuition and fees as follows, based on the week in which the student withdraws:

If the student is not accepted, all advanced money shall be refunded. If the student is accepted and then cancels before classes begin, all tuition paid in advance shall be refunded. Any student who begins classes and then withdraws prior to the end of any quarter will be obligated on the following basis, if the last date of attendance is during the:

- Before beginning classes in a time period, a refund of 100% of tuition and fee charges for the time period.
- If 10% or less of the time period has expired, a refund of at least 90% of the tuition and fee charges for the time period.
- If more than 10% but less than or equal to 20% of the time period has expired, a refund of at least 80% of the tuition and fee charges for the time period.
- If more than 20% but less than or equal to 30% of the time period has expired, a refund of at least 70% of the tuition and fee charges for the time period.
- If more than 30% but less than or equal to 40% of the time period has expired, a refund of at least 60% of the tuition and fee charges for the time period.
- If more than 40% but less than or equal to 50% of the time period has expired, a refund of at least 50% of the tuition and fee charges for the time period.
- If more than 50% of the time period has expired, no refund or a refund in an amount determined by the institution.

The student's last date of attendance (LDA) is used to determine the refund due. Refund provisions apply only to complete withdrawal from the College. Students who withdraw from the College should contact the Financial Aid Office for advising and information concerning loan repayment. The refund policy applying to books and supplies is available in the campus college store.

The school will first calculate how much needs to be returned under the Federal Return of Title IV Aid policy. That amount will then be subtracted from the amount that was paid for the quarter of withdrawal to get the adjusted amount paid. The school will then calculate how much of the charges can be retained based on the school policy. The amount that can be retained will be subtracted from the adjusted amount paid. If there is additional money to be refunded from Federal Title IV funds, the refund will be made to the student, or with the student's written authorization, to Federal Loans from which funds were received, in this order: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan. If there is an additional credit balance remaining after the Federal refund is made, under school policy, refunds will be made in this order, to programs from which funds were received: Unsubsidized Direct Stafford Loan, Subsidized Direct Stafford Loan, Perkins Loan, PLUS Loan, other loans, other aid (if required), student.

All refunds and return of funds will be made within 30 days of the date that the student notifies the school of the withdrawal.

Examples of the calculations for this policy are available in the Student Accounting office.

STUDENT COMPLAINT PROCESS

In order to provide an effective and equitable means of resolving student complaints, a process is available to any student who believes that a College decision, action, or policy has unfairly and adversely affected his or her status, rights, or privileges as a student. In most cases, a complaint can be resolved at the campus level. Faculty and staff are available to guide students in completing their programs, and students must be aware of those resources to whom issues and concerns should be addressed. These are as follows:

Faculty: Resolution of academic concerns pertaining to individual courses (as grades, assignments, attendance, etc.)

Department Chair/ Program Administrator: Unresolved academic issues pertaining to the student's program (as program objectives, curriculum, graduation requirements, licensure examinations, faculty, etc.)

Academic Affairs Office: Unresolved issues pertaining to faculty, curriculum, grades, attendance, change of program, transfer of credit, graduation requirements, withdrawal, and personal issues which may impact the student's education.

Office of the Registrar: Resolution of issues involving course scheduling and obtaining transcripts.

Financial Aid Office: Resolution of issues involving loans, grants, deferments, verification, federal funding, and consequences of withdrawal.

Student Accounting Office: Resolution of issues involving the status of the student's account and issues of billing (as monthly payments, book returns, financial arrangements, fees, etc.).

Office of Career Services: Full-time and part-time employment assistance, employment correspondence, and related employment services.

Campus President: Resolution of an issue in any area above which remain unresolved by the employee to whom the issue has been properly addressed.

However, a student who believes that his or her complaint remains unsatisfactorily resolved by the College may refer the complaint to the appropriate office below:

State Agency: Arizona State Board for Private Post-Secondary Education, 1400 W. Washington, Room 260, Phoenix, AZ 85007, (602) 542-5709, <http://azspss.state.az.us>.

Accrediting agency: Accrediting Council for Independent Colleges and Schools, 750 First Street NE, Suite 980, Washington, DC 20002 telephone: (202) 336-6780.

ARBITRATION

You and Brown Mackie College – Phoenix (Brown Mackie College) agree that any dispute or claim between you and Brown Mackie College (or any company affiliated with Brown Mackie College, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this enrollment agreement or, absent such agreement, your enrollment or attendance at Brown Mackie College, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or Brown Mackie College's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

If you decide to initiate arbitration, you may select either, JAMS or the National Arbitration Forum ("NAF") to serve as the arbitration administrator pursuant to its rules of procedure. If Brown Mackie College intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with Brown Mackie College, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, Brown Mackie College will select one.

Brown Mackie College agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if your claim exceeds \$5,000, Brown Mackie College reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER YOU OR BROWN MACKIE COLLEGE CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR BROWN MACKIE COLLEGE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which you reside. Upon your written request, Brown Mackie College will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500, per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of your relationship with Brown Mackie College. If you have a question about the arbitration administrators mentioned above, you can contact them as follows: JAMS, 43 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com; 800-352-5277; National Arbitration Forum, P.O. Box 50181, Minneapolis, MN, 55405, www.arb-forum.com; 800-474-2371.

The above supersedes any inconsistent arbitration provision published in any other document.

Equal Opportunity

Brown Mackie College is committed to the principle of equal opportunity. It is the policy of the College not to discriminate on the basis of race, creed, sex, ancestry, color, religion, national origin, sexual orientation, disability, genetic marker or any other characteristic protected by state, local or federal law with regard to its students, employees, or applicants for admission or employment. Such discrimination is also prohibited by federal law. Any complaint alleging failure of this institution to follow this policy should be brought to the attention of the Campus President.

Student Right To Know

Information on graduation/completion rates for first time full time students is available through the Admissions Office. These rates are calculated according to guidelines in the "Student Right To Know" Act.