

Intensive English Language Program Student Enrollment Agreement

Office Section - Student ID: _____

This institution is a private institution approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means the institution is compliant with the minimum standards contained in the California Private Postsecondary Education Act of 2009 (as amended) and Division 7.5 of Title 5 of the California Code of Regulations.

This Enrollment Agreement outlines important policies that apply to students during their enrollment in the Intensive English Language Program (IEP) at USA English Language Center. 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. This will be provided, upon request, from a qualified member of the USAELC staff if available. The applicant may have it translated by a friend or family member, or have it translated by a third party translation service before signing the Enrollment Agreement. Students should read carefully the Enrollment Agreement in its entirety before initialing each page and signing on the last page.

All instruction is provided at **3900 Harney Street, San Diego CA 92110**

This agreement is a legally binding instrument when signed by the student and accepted by USAELC.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION: The transferability of the credits you earn at USA English Language Center is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Intensive English Language Program (IEP) is also at the complete discretion of the institution to which you may seek to transfer. If the 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 educational goals. This may include contacting an institution to which you may seek to transfer after attending the USA English Language Center to determine if your certificate will transfer.

Academic Progress: USAELC policy encourages timely progress by students toward completion of an academic program. Lack of reasonable and consistent progress, failure to complete your enrolled course with passing grades and failure to maintain status is grounds for probation and/or dismissal. Students may not exceed a total program length of 36 months while enrolled at the USA English Language Center. Students enrolled at the USA English Language Center may appeal a determination that he or she is not meeting the student progress standards, by completing the Student Request Form available in the administrative office.

Attendance Policy: Students are required to maintain at least 80% attendance during enrolled course of study. Students who drop below the required attendance percentage may be dismissed from the program, or placed on attendance probation. Students attending the program on Student Visa (F) are required by immigration to meet the attendance requirement in order to maintain status in the United States. Students who drop below the required attendance percentage may have their I20 record terminated at any time for unauthorized drop below full course of study.

Current Fees:

DESCRIPTION	COST	WHO PAYS
Application Fee	\$75	All Students. Non-refundable.
Administrative Fee	\$175	All Students applying from outside the U.S. Non-refundable.
Documents Preparation Fee	\$125	All Students applying from outside the U.S. Refundable upon cancellation.
Student Tuition Recovery Fund	\$.0 per thousand dollars (\$1000.00) of tuition paid	This non-refundable fee is due at the time of enrollment.
International Courier Fee	DHL online quote	Students applying from outside of the U.S. with F1 Student Visa. Non-refundable once the institution has shipped the documents.
Airport Pickup	\$75	Optional
Terminated Status Application Fee	\$100	F1 students who apply for admission in terminated status. Non-refundable once the student has received the service.
Reinstatement Assistance	\$350	Students who request the assistance of an USAELC representative with the reinstatement application process and submission to USCIS. Non-refundable once the student has received the service.
Tuition	Morning \$350/ 4 weeks Afternoon \$199 /4 weeks Evening \$300/ 4 weeks Intensive \$350/ 4 weeks 2 Session Special \$500/ 4 weeks	All Students
Textbooks	Level Classes \$80 Conversation \$60 Business English \$60 TOEFL 1 Textbook \$130 TOEFL 2 Textbook \$120	Students may purchase textbooks at USAELC, or from outside vendors as long as the textbook is available by the program start date.
Student ID	\$20	Optional
Certificate	\$20	Optional
I-20 Rush Fee	48 hrs- \$100 24 hrs- \$175	Any student that needs to receive their new I-20 within 24-48 hours. Normal wait time can vary between 3-7 days.
Late Tuition Payment Fee	\$25	Any student who pays tuition after the due date.
Credit Card Decline Fee	\$25	Any student who attempted to make payment with a credit card, but payment was declined.

American Homestay Application	\$200	Any student who needs assistance to arrange housing through American Homestay Network
American Homestay Rent	\$900/month	Administered by the American Homestay family; not paid to USAELC.

Questions and Complaints: The USA English Language Center holds customer satisfaction to be a priority. Our staff is trained to assist you with any questions or concerns regarding your enrollment. If at any time you are not satisfied with your experience at USAELC we ask that you come to the Administrative Office to speak with an advisor. We offer the Student Request Form to voice any concerns in writing. Our Exceptions review committee of at least three staff members reviews your request weekly and provides a written response via email. 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 *1747 North Market, Suite 225 Sacramento, CA 95834, CA 95833, www.bppe.ca.gov, (888) 370-7589 or by fax (916) 263-1897.* 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 toll-free or by completing a complaint form, which can be obtained on the bureau’s internet web site www.bppe.ca.gov.”

STUDENT’S RIGHT TO CANCEL: The USAELC shall refund 100 percent of the amount paid for institutional charges, less a reasonable deposit or application fee not to exceed two hundred fifty dollars (\$250), if notice of cancellation is made through your attendance at the first class session, or the seventh day after signing this enrollment agreement, whichever is later. Cancellation of this agreement can occur up to: _____.

A notice of cancellation shall be in writing, and a withdrawal may be effectuated by the student’s written notice or initiated by USAELC due to the student’s conduct, including, but not necessarily limited to, a student’s lack of attendance.

There is no penalty or obligation from the date the student cancels their enrollment agreement. The institution shall pay or credit refunds within 45 days of a student’s cancellation or withdrawal.

If the school has given a student any equipment, she/he must return it within 10 days of the cancellation notice. If it is not returned within this time, USAELC may keep an amount out of the fees paid that equals the replacement cost of the equipment. The school will refund any amount over that and the student may keep the equipment.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from USAELC at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60% or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose 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 USAELC of the student’s withdrawal or as of the date of the student’s withdrawal, whichever is later.

- USAELC terminates the student’s enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by USAELC; and/or failure to meet financial obligations to USAELC.
- The student has failed to attend class for two (2) consecutive weeks.
- The student fails to return from a leave of absence.

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. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of two (2) consecutive weeks. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

Refund Policy: The refund policy for the unused portion of tuition costs follows the appropriate guidelines of the California Private Postsecondary Education Act of 2009. Drop/add forms are available in the Administrative Office. The amount of a refund is determined by the date that the student last attended class. The refund policy for students who have completed 60 percent or less of the period of attendance shall be a pro rata refund. Refunds are mailed to the student within 45 days. If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

Refund Policy Example: Refund Policy Example for four (4) weeks of instruction, meeting 4 days a week, for a total of 16 days. The formula is: Total Tuition Amount paid (\$350), multiplied by Class Meetings paid for but not attended divided by Class meetings paid for, equals tuition Refund Amount.

Last day attended of Class Meeting(s):	Tuition Refund Amount	Last day attended of Class Meeting(s):	Tuition Refund Amount
1	\$328.12	6	\$218.75
2	\$306.25	7	\$196.87
3	\$284.37	8	\$175.00
4	\$262.50	9	\$153.12
5	\$240.62	10 th class and beyond	\$ 0.00

For example, a student may attend class for one (1) week, 4 class meetings, then elect to drop. The refund would be prorated as follows: $\$350 \times 12/16 = \262.5 (refund due student of the \$350.00 tuition paid).

Repeating Courses: The number of times a student is allowed to retake a course is limited to two (total of 3 attempts for any one course).

Student Loans: 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. If the student defaults on a federal or state loan, both the following may occur:

- (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.
- (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.

Student Tuition Recovery Fund (STRF): The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

GOVERNING LAW: Regardless of the place of contracting or performance, this Agreement shall be governed by and construed under the laws of the State of California.

Catalog and Performance Fact Sheet: 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, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

Student's initials: _____

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.

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.

This Enrollment Agreement begins on this date _____, and the agreement ends on this date _____.
(MM/DD/YYYY) (MM/DD/YYYY)

Program Start Date: _____ **Scheduled Completion Date:** _____
First Day of the First Session (MM/DD/YYYY) Last Day of the Last Session (MM/DD/YYYY)

Program: _____ **Total Clock Hours:** _____

TUITION & FEES

Course Tuition* for a 12-week enrollment period:	Tuition
Morning Classes	\$ 1050
Afternoon Classes	\$ 597
Evening Classes	\$ 900
Weekend Classes	\$ 1050
Enrollment in two courses simultaneously	\$ 1500
Total Tuition:	\$ _____
Non-refundable Application fee:	\$ _____
Non-refundable Administrative fee:	\$ _____
Documents Preparation fee:	\$ _____
Textbook:	\$ _____
Non-refundable STRF:	\$ _____
*Other:	\$ _____

***Other fees include:** _____

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: \$ _____

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE: \$ _____

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$ _____

I understand that this enrollment agreement is a legally binding contract when signed by the student and accepted by the institution. I understand 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.

Student's Printed Name Date (MM/DD/YYYY)

Student's Signature

AS THE AUTHORIZED REPRESENTATIVE OF THE SCHOOL, I have interviewed the applicant and determined the applicant meets the School admissions criteria, and I have made no verbal statements or promises that are contrary to the terms set forth in this agreement.

USAELC Authorized Employee Signature Date (MM/DD/YYYY)

TRANSLATION PROVIDED: If the student requested translation by a staff member of USAELC to understand the enrollment agreement, the staff member who provided the verbal translation must sign below:

Translated by: _____
 USAELC Authorized Employee Signature Date (MM/DD/YYYY)

Translated into _____ (specify language)