

## 2016-2017 ENROLLMENT AGREEMENT

### M.A. in Counseling Psychology with Emphasis in Marriage and Family Therapy, Professional Clinical Counseling, and Depth Psychology

SANTA BARBARA GRADUATE SCHOOL, INC. d.b.a. PACIFICA GRADUATE INSTITUTE with the mailing address of 249 Lambert Road, Carpinteria, California, 93013 (“Pacifica” or “the school”), and  
 (Please Print Legibly)

<hr/> Student’s Legal Name (“student, you or my”)	D Track	Starting Quarter	Soc. Security No. or Government ID
<hr/> Address	City	State	Zip Code

**A. THIS AGREEMENT.**

This Enrollment Agreement (“this Agreement”) is legally binding when signed by the student and accepted by Pacifica.

**New students:** You must return this properly completed and signed Enrollment Agreement with the tuition deposit of \$250.00 (made payable to Pacifica Graduate Institute) to the Admissions Office within fourteen (14) days of receipt. Your non-refundable \$250.00 deposit will be credited to your student account and applied to the first quarter’s tuition charges. Failure to timely pay the tuition deposit or to timely return this completed and signed Agreement may jeopardize, at Pacifica’s sole discretion, your enrollment for the 2016-2017 academic year.

**B. PROGRAM DETAILS.**

**Student’s Initials**

1. This Agreement covers the enrollment period beginning 09/23/2016 and ending 04/01/2019.
2. This program is starting on 09/23/2016 and scheduled to end on 04/01/2019. This program completion date is an estimate and may vary based on your progress toward coursework completion.
3. Total Units for the M.A. in Counseling Psychology with Emphasis in Marriage and Family Therapy, Professional Clinical Counseling, and Depth Psychology = 93
4. Instruction provided at: 801 Ladera Lane, Santa Barbara, CA 93108

**C. TUITION AND FEES.**

You agree to pay the full-time annual Tuition and Residential or Non-Residential Fees as stated. The Residential fees include the Santa Barbara County occupancy use tax (10%).

Tuition		Residential	Non-Residential
Year One	Fall 2016	\$ 7,971.00	\$ 7,239.00
	Winter 2017	\$ 7,971.00	\$ 7,239.00
	Spring 2017	\$ 7,971.00	\$ 7,239.00
	Summer 2017	\$ 6,187.00	\$ 5,455.00
Year Two	Fall 2017	\$ 7,971.00	\$ 7,239.00
	Winter 2018	\$ 7,971.00	\$ 7,239.00
	Spring 2018	\$ 7,971.00	\$ 7,239.00
	Summer 2018	\$ 6,187.00	\$ 5,455.00
Year Three	Fall 2018	\$ 7,971.00	\$ 7,239.00
	Winter 2019	\$ 7,971.00	\$ 7,239.00
Subtotal		\$ 76,142.00	\$ 68,822.00
STRF (Non-Refundable)*		\$ 0.00	\$ 0.00
Estimated Total Charges		\$ 76,142.00	\$ 68,822.00

**PAYMENTS ARE DUE 14 CALENDAR DAYS PRIOR TO THE START OF EACH ACADEMIC QUARTER**

Tuition and fees will be adjusted on a prorated basis for those students who attend less than full-time status. Non-Residential status is available only to students who have established legal residence within the boundaries of Santa Barbara or Ventura counties. (A residential waiver form may be submitted to the Guest Services Department for those students with special circumstances.)

\*Student Tuition Recovery Fund (STRF) assessment is a state-imposed non-refundable charge to relieve or mitigate economic losses suffered by a student in an educational program who suffered in the event of closure of an institution. The STRF is assessed at the beginning of the program for the entire length of the program. The amount of the STRF is a calculation of \$.00 for every \$1,000 of institutional charges as shown above. See Section N for more information about the STRF.

The cost of travel, books, readers, and other course materials are not included in the aforementioned Tuition and Residential or Non-Residential Fees, and must be paid for at the time of purchase. When additional services are requested (i.e., library services, additional lodging charges), these charges will be billed to your Student Account and due when notified by the Student Accounts Office. Please refer to the Student Handbook for a description of the additional Academic and Administrative services available and their currently associated fees (Please see “Tuition and Fees 2016-2017” attached to this Enrollment Agreement).

PACIFICA RESERVES THE RIGHT TO INCREASE TUITION AND FEES

**D. PAYMENT SCHEDULE.**

Tuition and Residential or Non-Residential fee payments shall be presented to the Student Accounts Office according to the payment schedule listed below in Section D.1. Pacifica requires its students to remain in good financial standing (your account must be paid in full). Failure to bring your Student Account into good financial standing may jeopardize, at Pacifica's sole discretion, your continued enrollment.

1. NEW STUDENTS: A \$250.00 TUITION DEPOSIT IS DUE UPON CONFIRMATION OF ENROLLMENT. THE BALANCE OF THE QUARTERLY FEE IS DUE WITHIN 14 DAYS OF THE FIRST DAY OF CLASS OF EACH AND EVERY QUARTER AS LISTED IN SECTION C, ABOVE.
2. Whether or not Financial Aid is granted, the above stated payment amounts and dates are in effect; however, any remaining quarterly amount due (after payment from financial aid), is due and payable (14) days before the first day of each quarter.

**E. LATE PAYMENT POLICY.**

Tuition and Residential or Non-Residential fees that are not received in full when due by the end of the first (1<sup>st</sup>) day of each quarter will result in a \$100.00 late payment fee being assessed to your account each quarter until paid in full.

If payment is not received in full by the first (1<sup>st</sup>) day of each quarter at Pacifica's sole discretion, you may not be allowed to continue in your course of instruction unless and until satisfactory payments have been made. In addition to the late fee, your records will be placed on hold. This hold will prevent you from being eligible to register for or attending subsequent course work, receiving Official Transcripts or your Diploma.

**F. FINANCIAL AID.**

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 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:

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 assistance until the loan is repaid.

**G. REFUNDABLE TUITION AND RESIDENTIAL/NON-RESIDENTIAL FEE POLICY.**

**1. Refundable Tuition Policy:**

Students withdrawing or taking a leave of absence from Pacifica or dropping a course: To be eligible for a refund of Tuition, timely written notification must be submitted to the Office of the Registrar as specified below in section G.4.a. The date of withdrawal or Leave of Absence or dropping a course will be determined by the date written notification is received by the Office of the Registrar. A student's withdrawal may be effectuated by such written notice or by the student's conduct, including but not necessarily limited to, a student's lack of attendance. If you withdraw or file a Leave of Absence or drop a course from Pacifica after instruction has begun, you will receive a partial refund of the Tuition charges as stated below:

*"Per unit Tuition calculation": the Tuition for the specific quarter, program, and academic year, divided by the number of units offered in that specific quarter and program. For newly admitted students, a \$250.00 deposit is non-refundable; otherwise the refund policy below applies.*

**Time frame – Academic Quarter Refund**

On or before the first day of class of the quarter	100%	Day 22 to day 28*	50%
7 <sup>th</sup> Day After Enrollment Date	100%	Day 29 to day 35*	40%
Day 2 to day 7*	80%	Day 36 to day 42*	30%
Day 8 to day 14*	70%	After day 42*	0%
Day 15 to day 21*	60%	<i>*Unless 7 days or fewer after the Enrollment Agreement is signed</i>	

**2. Refundable Residential/Non-Residential Fee Policy:**

In order to be eligible for a refund, written notification must be submitted to the Guest Services Department at least five (5) days prior to the start date of on-site instruction. If a student attends any portion of the quarterly on-site session and then withdraws, takes a Leave of Absence, or drops courses from Pacifica, a Residential/Non-Residential refund will only apply to subsequent sessions in that quarter and not the session during which the student withdraws, takes a Leave of Absence, or drops courses. If the school cancels or discontinues an on-site course, you will receive a prorated refund of the fee.

**3. For Students Who Have Received Federal Student Financial Aid:**

If a student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid program funds on the same basis as provided in section G1, above.

**4. STUDENT'S RIGHT TO CANCEL and SCHOOL'S RIGHT TO CANCEL:**

- a. Student: You have the right to terminate this Agreement by submitting written notification of your withdrawal to the Office of the Registrar. Tuition and fees may be refundable in accordance with this Section G.
- b. Pacifica: Pacifica may terminate this Agreement at any time, if in Pacifica's sole discretion, it determines that termination would be in the best interest of Pacifica for reasons it articulates in writing to the student. In that event, Pacifica may refund to you an amount in accordance with Section G.

**H. COMPLIANCE WITH PACIFICA'S POLICIES.**

At whichever location instruction will take place, you agree to comply with all of the following:

- 1. Pacifica's written policies, directions and procedures as currently stated or as later amended;
- 2. Pacifica's policies and provisions regarding transportation to and from that location, parking, and compliance with Pacifica's Conditional Land Use Permit, as presently stated or as later amended; and
- 3. All applicable state and local motor vehicle and other laws and regulations.

**I. COURSE MATERIAL.**

Your signature on this Agreement indicates that you have received a 2016-2017 Course Catalog, which includes a description of courses, educational services, and other material facts concerning the school and its program or course of study, which may affect your decision to enroll. The total units of course work required for completion of Pacifica's degree programs are stated in the 2016-2017 Pacifica Course Catalog. We will provide you with any updates to the catalog and you will be expected to read and understand that update to the catalog. All course material presented in lectures or otherwise is property of Pacifica and/or its instructors. Pacifica and its instructors have the exclusive right to complete control over the use, reproduction, display, and distribution of such material. Your signature on this Agreement acknowledges that you have carefully read and understand this Agreement and the Course Catalog. In the event of extraordinary or emergency circumstances, instructional alternatives may be offered in lieu of the courses and educational services Pacifica has otherwise agreed herein to provide, but only to the extent such alternatives would be permitted under the regulations of the WASC Senior College and University Commission "WSCUC".

**J. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT PACIFICA.**

The transferability of credits you earn at Pacifica is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the Master's degree you earn in Counseling Psychology with Emphasis in Marriage and Family Therapy, Professional Clinical Counseling, and Depth Psychology is also at the complete discretion of the institution to which you may seek to transfer. If the credits or Master's 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 Pacifica to determine if your credits or Master's degree will transfer.

**K. COMPLETE AGREEMENT.**

The provisions of this Agreement and its attachment constitute the entire agreement among the parties. This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by such party or his/her duly authorized representative. These provisions notwithstanding, the school and the student expressly agree that the school, in its sole discretion, may from time to time amend its Pacifica Course Catalog and student handbooks, or location of Santa Barbara courses, without written or oral agreement from the student. Any such changes are conditioned on the school complying with the notice requirements in the current course catalog, and all student handbooks and if none stated there, then conditioned on reasonable notice. To the extent, if any, there may be a conflict or an ambiguity between this Agreement and any document, such as course catalog, or any student handbook this Agreement shall be controlling in all respects, and any issue, which might arise, shall be resolved pursuant to its provisions.

**L. ATTORNEYS' FEES.**

If any legal action or proceeding is instituted by or against any of the parties in order to enforce any of the terms or provisions hereof, or to construe the rights of the parties hereunder, then the prevailing party shall be entitled to recover all costs thereof and any reasonable attorneys' fees to be set by the court as part of the judgment.

**M. DISPUTE RESOLUTION AND JURISDICTION.**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, except that arbitration shall not apply to (1) controversies and claims of less than \$5,000, nor to (2) claims seeking to collect liquidated amounts, such as the Tuition promised by the student. Any legal dispute (not resolved in arbitration) shall be governed by the laws of the state of California, and that Santa Barbara courts are the exclusive venue.

**NOTICE: ANY "HOLDER" OF THIS CONSUMER CONTRACT IS ENTITLED TO ALL CLAIMS AND DEFENSES WHICH THE HOLDER COULD ASSERT AGAINST THE "SELLER" OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE HOLDER SHALL NOT EXCEED AMOUNTS PAID BY THE HOLDER HEREUNDER.**

**N. STUDENT TUITION RECOVERY FUND.**

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

1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all of 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.

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

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.

**O. REQUIRED DISCLOSURES.**

**Student's Initials**

Prior to signing this enrollment agreement, you must be given a catalog link 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, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

I certify that I have received the catalog link, School Performance Fact Sheet below, and information regarding completion rates, placement rates, license examination passage rates, 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.

**P. QUESTIONS AND COMPLAINTS PROCESS WITH THE BUREAU FOR PRIVATE POSTSECONDARY EDUCATION.**

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 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833 or P.O. Box 980818, West Sacramento, CA 95798-0818, [www.bppe.ca.gov](http://www.bppe.ca.gov), (888) 370-7589 (telephone) or (916) 263-1897 (fax), or (916) 431-6959 (telephone) or (916) 263-1897 (fax).

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](http://www.bppe.ca.gov).

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE: RESIDENTIAL STUDENT IS \$ 7,971; NON-RESIDENTIAL STUDENT IS \$ 7,239.00

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: RESIDENTIAL STUDENT IS \$ 76,142; NON-RESIDENTIAL STUDENT IS \$ 68,822.00

TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$250.00

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.

(Student's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Employee's Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)