University of the People Enrollment Agreement

10/2018

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www.uopeople.edu | student.services@uopeople.edu

NOTE: All UoPeople recruitment is conducted in English and the language of instruction at UoPeople is English. All new students from non-English speaking countries are required to demonstrate English language proficiency at admission. IF ENGLISH IS NOT YOUR PRIMARY LANGUAGE, AND YOU ARE UNABLE TO UNDERSTAND THE TERMS AND CONDITIONS OF THIS ENROLLMENT AGREEMENT, YOU HAVE THE RIGHT TO OBTAIN A CLEAR EXPLANATION OF THE TERMS AND CONDITIONS AND ALL CANCELLATION AND REFUND POLICIES IN YOUR PRIMARY LANGUAGE. CALIFORNIA PRIVATE POSTSECONDARY ACT § 94906(a)(b). Contact UoPeople Office of

Student Services at student.services@uopeople.edu for further assistance.

University of the People, a California nonprofit public benefit corporation (the "University" or "UoPeople") is a private institution approved to operate by the California Bureau for Private Postsecondary Education (the "Bureau" or "BPPE"). Any questions concerning this Enrollment Agreement not satisfactorily answered by the University may be directed to the BPPE at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.ca.gov, phone number: (916) 431-6959, toll free: (888) 370-7589, fax number: (916) 263-1897. A. <u>Basic Enrollment</u> Information:

Student Name: Applicant ID: Address: City: State/Province: Zip: Country: Phone Number: Email: Start Date: Scheduled Completion Date: This Enrollment Agreement is for the following Program of study: Required number of credits: Required number of courses

B. Student Status & Definitions:

In this Enrollment Agreement (this "Agreement"), "Degree Program" refers to the program of study elected by a Degree Seeking Student. Admission to the English Composition 1 course or UoPeople Foundations courses is not admission to a Degree Program; in order to commence studying towards a Degree Program, a student must first be accepted as a Degree Seeking Student following completion of the applicable prerequisites described below.

Students accepted to take the English Composition 1 course are required to complete that course to demonstrate and improve their English language skills as a prerequisite for commencing studies in UoPeople. The English Composition 1 course is not part of any degree program of study and any credit earned from this course will **not** be counted toward the Degree Program requirements.

A student who successfully completes the English Composition 1 course will be accepted to UoPeople. A student who does not successfully complete his or her English Composition 1 course as determined by the University will not be accepted to the University as a degree-seeking student; the student's enrollment and this Agreement will terminate.

Students accepted to UoPeople Foundations are required to complete the UoPeople Foundations courses as a prerequisite for commencing a Degree Program. Credit earned in the UoPeople Foundations courses will be counted toward the Degree Program requirements.

A student who successfully completes the UoPeople Foundations courses and meets all other admission requirements to begin studying as a Degree Seeking Student will be accepted to the Degree Program. Under such circumstances, the requirements of this Agreement will continue to apply. A student who does not successfully complete the UoPeople Foundations courses as determined by the University will not be admitted to the University as a Degree Seeking Student; the student's enrollment and this Agreement will terminate.

For purposes of this Agreement, the term "Student" shall include students enrolled in any course in the University. Unless otherwise indicated, all the requirements and obligations that apply to a Student shall apply to a student enrolled in the English Composition 1 course, a student enrolled in the UoPeople Foundations courses and a Degree Seeking Student.

The period covered by the enrollment agreement shall be as follows:

A maximum of 5 years for any Associate's program, starting from the date on which the Enrollment Agreement is signed, 10 years for any Bachelor's program starting from the date on which the Enrollment Agreement is signed, and 5 years for any Graduate program starting from the date on which the Enrollment Agreement is signed.

C. Fees and Charges:

(a) All fees outlined in this Agreement are in US Dollars.

- (b) Students are required to pay both the Application Processing Fee and Course Assessment Fees.
- (c) Students required to complete the English Composition 1 course are required to pay the Application Processing Fee and Course Assessment Fee for that course. If students continue into the UoPeople Foundations courses students must pay all Course Assessment Fees for those courses, and, if they continue into a Degree Program, all Course Assessment Fees for courses in their Degree Program.
- (d) Students accepted to the UoPeople Foundations are required to pay the Application Processing Fee and a Course Assessment Fee for each of those courses. If students continue into a Degree Program, they must pay all Course Assessment Fees for courses in their Degree Program.

University of the People does not charge any tuition to students at this time; however the applicable fees must be paid. Following are charges for Tuition and Fees for the current academic year:

Application Processing Fee:

\$60 per application, as a one-time fee (nonrefundable) per each Degree Program

Course Assessment Fee for courses which are non-degree or undergraduate level courses (not part of a Graduate program or Graduate non-degree seeking student):

\$100 per student per Examination (nonrefundable)

Course Assessment Fee for courses which are part of a Graduate program (including UoPeople Graduate Foundations):

\$200 per student per Examination (nonrefundable) <u>Tuition:</u>

There are currently no tuition charges to the student.

(i) Application Processing Fee; University Grant:

The Application Processing Fee must be paid by an applicant along with his or her application for enrollment.

Applicants eligible for a scholarship upon admittance may be awarded a University Grant to waive the Application Processing Fee. The availability and award of University Grants shall be determined by UoPeople.

(ii) Course Assessment Fees

The Course Assessment Fee for each course must be paid by the conclusion of the final Examination Period of each term.

If a student completes the final Examination and the Course Assessment Fee is not paid by the end of the term, a financial hold will be placed on the student's file. In this event, the student will not be permitted to register or continue taking courses until all outstanding payments are made and the hold is removed. Students are encouraged to plan, anticipate and budget for all Course Assessment Fee payments to avoid interruption of their academic schedule.

The Course Assessment Fee is not refundable for students who take the exam. Students who drop or withdraw from a course within the required deadline are not required to pay the Course Assessment Fee. Students who remain in their course beyond the course withdrawal deadline are not eligible for a refund of the Assessment Fee. The Assessment Fee is only refundable in instances where the University has canceled a student's course or if the student's work was not assessed at all during the course.

NOTICE CONCERNING CALIFORNIA STUDENT TUITION RECOVERY FUND -

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.

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916) 431-6959 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teachout plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.

2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled

in an educational program within the 120 day period before the program was discontinued.

- 3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
- 4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
- 5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
- 6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
- 7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of noncollection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

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

(iii) Total Estimated Fees

Total estimated fees* are based on the current Tuition and Fee schedule set out above and include the minimum fees required in order to complete the Degree Program, including the UoPeople Foundations courses fees. Degree Program refers to the program of study that a student elects to pursue and for which the student has been admitted. Total estimated fees* for

each Degree Program of study are listed below. All required textbooks, reading and other study materials are currently provided at no cost by the University.

Degree Program	Application Processing Fee	Course Assessment Fee (per course)	Number of Courses	Total Estimated Fees*	STRF Charges (Non- Refundable)
Business Administration – A.S. Degree	\$60	\$100	20	\$2,060	\$0.00
Business Administration – B.S. Degree	\$60	\$100	40	\$4,060	\$0.00
Computer Science – A.S. Degree	\$60	\$100	20	\$2,060	\$0.00
Computer Science – B.S. Degree	\$60	\$100	40	\$4,060	\$0.00
Health Science – Community and Public Health Track – A.S. Degree	\$60	\$100	20	\$2,060	\$0.00
Health Science – Community and Public Health Track – B.S. Degree	\$60	\$100	39	\$3,960	\$0.00
Master of Business Administration (MBA) Degree	\$60	\$200	12	\$2,460	\$0.00
Master of Education in Advanced Teaching (M.Ed.) Degree	\$60	\$200	13	\$2,660	\$0.00

*The above estimated fees are based on the successful completion of all courses (assuming a single-sitting for each course). Students who are required to repeat courses, or are required to take the English Composition 1 course, will incur an additional Course Assessment Fee for each additional course taken.

The English Composition 1 (ENGL 0101) course is not a part of any Degree Program and any fees pertaining to that course are in addition to the Degree Program fees shown in the table above.

For the degree programs, fees shown in the table above include the minimum required courses taken in the UoPeople Foundations.

The University reserves the right to change the cost of the Application Processing Fee and the Course Assessment Fees. The amount of the Course Assessment Fees will be reviewed annually, and any change to the fee amount will be effective as of September 1 for each academic year. Students will be notified of any change in fees no later than June 1 prior to the start of each academic year.

(iv) Payment Terms and Financial Arrangements

All fees are the responsibility of the student. The University accepts no responsibility for credit card, bank, money transfer, check or other fees or charges incurred by the student in paying his or her fees to the University. Deadlines for payment of fees are set out in sections C (i) and C (ii) above.

D. False Statements, Misrepresentation, Fraud

The University reserves the right to deny admission or take any other disciplinary action, including terminating enrollment, if an applicant makes any false or misleading statements, or encourages another applicant to make false or misleading statements, including with respect to the obtaining of a University Grant, regardless of whether such grant is awarded. E. <u>Charges/Fees</u>

TOTAL ESTIMATED CHARGES FOR THE CURRENT TERM:

A.S DEGREE/B.S. DEGREE: \$260 (\$100 Course Assessment Fee x 2 courses (the recommended full-time term load) plus \$60 Application Processing Fee paid prior to enrollment. This amount may be reduced by a University Grant, if applicable.

GRADUATE DEGREE: \$460 (\$200 Course Assessment Fee x 2 courses (the recommended fulltime term load) plus \$60 Application Processing Fee paid prior to enrollment. This amount may be reduced by a University Grant, if applicable.

F. Mandatory Disclosures and Signatures:

TRANSFERABILITY OF CREDITS TO UNIVERSITY OF THE PEOPLE

UoPeople accepts credit transfers, according to its policy, which can be found at the UoPeople.edu website. The transferability of credits and credentials is at the complete discretion of the University and may include a transfer fee. The credits which were unofficially approved will be officially approved and transfer into the student's transcript only once the student has completed at least one degree course at UoPeople and only after paying an Evaluation Fee of \$17 per accepted course.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at University of the People is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree you earn in Business Administration, Computer Science, Community and Public Health, Master of Business Administration, and/or Master of Education is also at the complete discretion of the institution to which you may seek to transfer. If the credits and/or degree 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 University of the People to determine if your credits and/or degree will transfer.

If you require an official transcript in order to transfer from UoPeople to another institution before you have graduated from UoPeople, the cost of an official transcript is \$15.

Additionally, any enrolled UoPeople student that took (or is currently taking) classes at a different academic institution is able to apply for a credit transfer.

UoPeople has not entered into an articulation or transfer agreement with any other college or university.

NOTICE CONCERNING UNIVERSITY OF THE PEOPLE POLICIES AND PERFORMANCE DATA.

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, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

Student Initials:

I certify that I have received the catalog, School Performance Fact Sheet, 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.

Signature:

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:

A.S DEGREE/B.S. DEGREE: \$260 (\$100 Course Assessment Fee x 2 courses (the recommended full-time term load) plus \$60 Application Processing Fee paid prior to enrollment, not accounting for any University Grant, if applicable.

GRADUATE DEGREE: \$460 (\$200 Course Assessment Fee x 2 courses (the recommended full-time term load) plus \$60 Application Processing Fee paid prior to enrollment, not accounting for any University Grant, if applicable.

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:

Business Administration, or Computer Science, or Health Science – Community and Public Health Track A.S. DEGREE: \$2,060; Business Administration, or Computer Science B.S. DEGREE: \$4,060; Health Science – Community and Public Health Track B.S. Degree: \$3,960; M.B.A DEGREE: \$2,460; M.Ed. DEGREE: \$2,660

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$0

I UNDERSTAND THAT THIS AGREEMENT BECOMES LEGALLY BINDING WHEN SIGNED BY ME AND ACCEPTED BY THE INSTITUTION.

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 polices have been clearly explained to me.

Name: Signature: Today's Date:

Any questions a student may have regarding this Enrollment Agreement that have not been satisfactorily answered by the University may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, P.O. Box 980818, W. Sacramento, CA 95798-0818, <u>www.bppe.ca.gov</u>, Phone: (916) 431-6959, Toll Free: (888) 370-7589, Fax Number: (916) 263-1897.

For School Use Only - Do Not Fill In

I certify that University of the People has met the disclosure requirements of the California Postsecondary Education Act of 2009 and that this Enrollment Agreement is accepted.

Signature: Shai Reshef Date of signing: Name: Shai Reshef Title of School Official:President

THE FOLLOWING TERMS AND CONDITIONS ARE A PART OF THIS AGREEMENT

G. Terms and Conditions:

1. <u>General</u>. This Agreement is a **legally binding agreement when signed by the student and accepted by the University**. By signing this Agreement, students acknowledge that they have been given reasonable time to read and understand it and that they have been given: (a) a written statement of the refund policy including examples of how it applies; and (b) a University Catalog and/or a link to a University Catalog including a description of the course or educational service including all material facts concerning the University and the Program or course of instruction that are likely to affect their decision to enroll. 2. <u>Progress</u>. A student must successfully complete his or her required prerequisite courses as determined by the University in order to be accepted to the Degree Program.

The University reserves the right to terminate a student's enrollment if a student does not meet the requirements of the Degree Program, or fails to make Satisfactory Academic Progress as described in the University Catalog.

Students taking the English Composition 1 (ENGL 0101) course are required to successfully complete the ENGL 0101 course in order to continue studies in UoPeople.

All students are required to successfully complete studies in the UoPeople Foundations courses in order to be accepted to the University as an undergraduate / graduate Degree Seeking Student. A minimum passing grade may be prescribed by the University.

A Degree will be granted to a student who successfully completes each course in their academic Degree Program.

3. STUDENT'S RIGHT TO CANCEL

A student has the right to cancel this Agreement at any time. A student's notice of cancellation must be received by the University in writing via email to <u>student.services@uopeople.edu</u>. Cancellation is effective on the date written notice of cancellation is sent.

Notice of Cancellation is effective if it shows that the student no longer wishes to be bound by this Agreement or to continue his or her attendance at the University. If the student cancels this Agreement, the student shall not be liable to the University and the University shall refund any money paid through attendance at the first class session or the seventh day after enrollment, whichever is later, excepting any non-refundable fees.

4. Refund Information

The Application Processing Fee is not refundable except in instances where applicants withdraw their application for admission before an admissions decision is made. Applicants may write a formal request for a refund of the Application Processing Fee to their personal Admissions Advisor. If approved, refunds will be available to the applicant within 30 days of the submission of the formal request and the refund will be issued using the same payment method used by the applicant to pay the fee.

Students have the right to withdraw from a course of instruction at any time. Students who remain in their course beyond the course withdrawal deadline are not eligible for a refund of the Assessment Fee. The Assessment Fee is only refundable in instances where the University has canceled a student's course or if the student's work was not assessed at all during the course.

The Student Tuition Recovery Fund fee paid on behalf of eligible Californians is not refundable and any Course Assessment Fee refund will be reduced by the amount of any applicable Student Tuition Recovery Fund fee. The University will not refund Course Assessment Fees paid for exams that have been taken.

AS UNIVERSITY OF THE PEOPLE CURRENTLY DOES NOT CHARGE TUITION FOR PROGRAMS, THERE ARE CURRENTLY NO TUITION REFUNDS AVAILABLE TO STUDENTS.

5. Loans

If a student obtains a loan to pay for their fees, that student has full responsibility for repaying the full amount of the loan plus interest, less the amount of any refund. If a student receives federal student financial aid funds, they are entitled to a refund of amounts not paid from federal student financial aid program funds.

If a 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:

(a) 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 student is entitled to reduce the balance owed on the loan.

(b) The student may not be eligible for any other federal or state student financial aid at another institution or other government assistance until the loan is repaid.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California only. Any unresolved dispute that is related to this Agreement and has not been amicably resolved shall be brought before a court of competent jurisdiction in the State of California, which will have sole jurisdiction in this regard.

7. Termination Date

This Agreement will terminate as follows:

<u>A.S Degree:</u> Five (5) years from the date studies commence. <u>B.S Degree:</u> Ten (10) years from the date studies commence. <u>Graduate Degree:</u> Five (5) years from the date studies commence.

Students must have completed the Degree Program of study prior to the Termination Date. Failure to do so will result in termination of a student's enrollment.

Extensions of the time to complete a degree will be considered on a case-by-case basis, upon proof of extenuating circumstances. There are no special charges or fees associated with making a request for a special review or for extending enrollment.

Information on reinstatement procedures is contained in the University Catalog.

8.. University Obligations

University of the People offers a unique, exclusively online learning experience that combines peer-based and collaborative learning with information technologies and the internet. All learning takes place online, and courses take place over a nine-week term. Each term has eight weekly learning units and a four-day period for preparing for and taking the final exam. The weekly study units are made available one week at a time at the start of the new Learning Week and students always have access to the completed units. Via the Virtual Learning Environment, students share resources, exchange ideas, discuss weekly topics, submit assignments, and take exams.

To ensure the integrity and academic excellence of the University, and to ensure that students derive maximum benefit from their program of studies at the University, the University is obliged to:

- (a) implement its mission and institutional goals;
- (b) deliver up-to-date and high-quality academic programs and instructional materials, and ensure that academic standards are maintained;
- (c) provide a comprehensive curriculum and courses to enable students to earn sufficient credits toward their degree program;
- (d) provide student services, academic advising and ancillary support services to help students complete their studies successfully;
- (e) maintain its technological systems to enable students to access their courses, records, forms and University information;
- (f) evaluate and improve its programs, courses and services;
- (g) provide accurate and truthful information regarding its programs and services;
- (h) uphold all University policies and procedures and apply these fairly;
- (i) maintain and protect student records and privacy; all in accordance with the University's Privacy Policy, available <u>here</u>.
- (j) ensure the engagement of competent and qualified University directors, officials, faculty and employees; and
- (k) manage the University's affairs ethically, financially, responsibly and in full compliance with the law.

9. Student Obligations

To ensure the integrity and academic excellence of the University and to ensure that each student derives maximum benefit from his or her program of studies at the University, students are obliged to:

- (a) read and comply with the Code of Conduct (set out in the <u>University Catalog</u>) and other provisions of the University Catalog (including those in relation to the matters restated here);
- (b) comply with all other University policies, requirements and procedures;
- (c) conduct coursework with integrity, including submitting their own original work;
- (d) conduct themselves in a professional manner, treat all other students, faculty, volunteers and administrators with respect, and refrain from any behavior that may be deemed to be offensive, discriminatory, threatening, bullying or deliberate embarrassment or harassment of others;
- (e) refrain from engaging in deceptive, dishonest or fraudulent behavior, including encouraging or inducing another applicant or student to engage in such behavior;
- (f) comply with the instructions in the course syllabus and the reasonable directions of instructors;
- (g) participate actively in class, course and discussion forums;
- (h) submit assignments and coursework on time and as required;
- (i) fulfill peer assessor responsibilities fairly, non-competitively and professionally; (j)

maintain Satisfactory Academic Progress as described in the University Catalog; and

(k) meet all financial obligations to the University.

10. Student Tuition Recovery Fund

THE FOLLOWING INFORMATION REGARDING THE STUDENT TUITION RECOVERY FUND IS DISCLOSED TO STUDENTS IN ACCORDANCE WITH THE CALIFORNIA PRIVATE POSTSECONDARY EDUCATION ACT (THE "ACT")

You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of 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 or 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.
- 3. 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.

The STRF charge is non-refundable.

It is important that students keep copies of this Agreement, financial aid papers, receipts and any other information that documents amounts paid to the University.

Questions regarding the STRF may be directed to: Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, P.O. Box 980818, W. Sacramento, CA 95798-0818, www.bppe.ca.gov, Phone: (916) 431-6959, Toll Free: (888) 370-7589, Fax: (916) 263-1897.

11 Complaints

For internal grievances, grade appeals and complaints about academic issues, students should refer to procedures, including the grievance procedure outlined in the University Catalog. Nothing in the grievance procedure should be taken as precluding any right that the student may have to seek any contractual or other legal remedies.

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (toll free: (888) 370-7589) or by completing a complaint form, which can be obtained on the Bureau's Internet Web site (http://www.bppe.ca.gov).

Complaints may also be made with the University's accrediting body, the Distance Education Accrediting Commission (DEAC), concerning non-compliance with DEAC standards and policies. Where issues or educational services, student services, or tuition are concerned, the DEAC requires that a student complainant demonstrate that he or she has taken the appropriate procedures to resolve the complaint with the institution (which may include claim numbers, grievance files and emails) prior to filing a claim with the DEAC. Further information regarding accreditation-related complaints with the DEAC can be obtained on the DEAC website (http://www.deac.org) or by calling the DEAC at (202) 234-5100.

Where issues of educational quality or compliance with DEAC standards or policies are not central to the complaint, DEAC will refer the complainant to the appropriate federal or state agency or private entity with jurisdiction over the subject matter of the complaint. A list of these agencies appear on the University's website

(http://www.uopeople.edu/tuitionfree/grievanceprocedures/).