

**NIZHONI INSTITUTE OF MIDWIFERY
ENROLLMENT AGREEMENT**

Administrative Offices: 3802 Alameda Way, Bonita, CA 91902 • (619) 713-2892 • Fax (619) 741-7053
Residential Training: Dr. William Herrick Community Health Library • 9001 Wakarusa Street, La Mesa, CA 91942

PLEASE PRINT OR TYPE

Applicant (Legal Name)

_____ (First) _____ (Middle) _____ (Last)

Social Security # _____ - _____ - _____ Date of Birth _____ - _____ - _____ Age: _____

Home Telephone: (____) _____ - _____ Work Telephone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Address _____ Apt _____ City _____ State _____ Zip _____

E-Mail _____ Fax No. _____

EDUCATIONAL SERVICE

Residential Program _____ Clock Hours _____ (888 Classroom Hrs, 2000 Clinical Study Hrs.)
(Name and Description)

Daily Class Schedule: (Circle) M T W TH F From _____ (am/pm) To _____ (am/pm)

Distance Education Program _____ Clock Hours _____ (37 Lessons-Modules, 2000 Clinical Study Hrs.)
(Name and Description)

Start Date _____ Scheduled Completion Date _____ Approximate No. of Weeks/Months _____

ITEMIZATION & TOTAL TUITION FEES

Registration Fee (Non-Refundable)	\$ _____	\$100.00
Tuition	\$ _____	\$400.00 per module (37 modules). Prorated upon program withdrawal. Refer to refund provision on Page 2 of this agreement.
Textbooks	\$ _____	Book costs may fluctuate depending on recent book editions and curriculum changes.
Equipment	\$ _____	Costs vary widely depending on student's equipment preferences.
Additional Fees	\$ _____	See details below under Additional Fees.
Student Tuition Recovery Fund (Non-Refundable)	\$ _____	Refer to Student Tuition Recovery Fund on Page 2 of this agreement.
TOTAL DUE*	\$ _____	

***YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST.**

Date of Deposit: _____ Amount of Deposit: _____ Balance Due: _____
Number of Payments: _____ Amount of Each Payment: \$ _____ Monthly Payments Due Beginning _____, 20__

ADDITIONAL FEES:

Basic Life Support Certification (Required)	\$ 60.00 Average	
Neonatal Resuscitation Workshop (Required)	\$175.00	May be taken from Nizhoni Institute of Midwifery in conjunction with Module #32. May cost less if taken at a local hospital.
Annual Summer Midwifery Skills Intensives	\$1,200.00	Distance Education Students Only. Does not include associated travel, lodging, food or other expenses.
Advanced Life Support in Obstetrics (Optional)	\$700.00	Payable to ALSO Course Director.

If you cancel, withdraw or are terminated from training, your financial obligation and refund (if any) will be under the conditions described in the "Cancellation" and "Withdrawal" sections that are on Page 2 of this agreement.

- I understand that a diploma is awarded to each graduate who has completed all of the requirements. A graduate must have an 80% passing grade, met the attendance requirements, and have satisfied all financial obligations in order to receive a certificate of completion.
- Although the school maintains a placement service for graduates, I am aware that Nizhoni Institute of Midwifery does not and cannot promise or guarantee employment, level of income or wage rate.
- A student may be terminated from Nizhoni Institute of Midwifery under the following conditions: failure to maintain passing grades; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the school.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT AND A COPY OF THE SCHOOL CATALOG, AND FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS APPLICATION. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY NIZHONI INSTITUTE OF MIDWIFERY.

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.

Signed: _____ Signed: _____
Signature of Applicant Date School Representative Date

**ANY QUESTIONS OR PROBLEMS CONCERNING THIS SCHOOL WHICH HAVE NOT BEEN SATISFACTORILY ANSWERED OR RESOLVED BY THE SCHOOL SHOULD BE DIRECTED TO THE BUREAU FOR PRIVATE POSTSECONDARY AND VOCATIONAL EDUCATION,
1625 N. MARKET BOULEVARD, SUITE S202, SACRAMENTO, CALIFORNIA 95834.**

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF INSTRUCTION ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS SCHOOL, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

Student certifies that he/she has received each of the following documents listed below and was allowed sufficient time to read and understand them: (Please initial)
(____) School Catalog (____) Copy of this Agreement
(____) Notice Concerning Transferability of Units (____) Student Performance Fact Sheet
(____) Arbitration Agreement

REFUND PROVISIONS

BUYERS RIGHT TO CANCEL

1. You have the right to cancel your enrollment agreement, without obligation, and obtain a refund of all amounts paid, less a reasonable registration fee of \$100.00 if notice of cancellation is made prior to or on the first day of instruction.
2. Cancellation shall occur when you give written notice of cancellation to the school at the address shown on the front page of this enrollment agreement. You may do this by mail or hand delivery. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage prepaid. You should keep a record of the date, time and place of mailing any notice of cancellation.
3. The written notice of cancellation need not take any particular form and, however expressed, is effective if it indicates that you no longer desire to be bound by the enrollment agreement.
4. If you cancel the enrollment agreement, the school will refund any money that you paid, less a registration fee of \$100.00, within 30 days after your notice of cancellation is received.
5. If the school has given you any equipment, you must return the equipment within 30 days following the date of the notice of cancellation. If you fail to return the equipment in good condition within this 30-day period, the school may retain that portion of payment paid by you equal to the documented cost to the school of the equipment and shall refund the portion paid by you exceeding the documented cost to the school of the equipment within 30 days after the period within which you are required to return the equipment. Once you have paid for the equipment, it is yours to keep without further obligation.
6. Distance Education Students: If the first lesson is sent to the student by mail, the institution shall send it by first-class mail, postage prepaid, documented by a certificate of mailing, and the student shall have the right to cancel until midnight of the eighth business day after the first lesson was mailed.

REMEMBER THAT YOU MUST CANCEL IN WRITING. You do not have the right to cancel by just telephoning the school or by not coming to class.

Student's Right to Withdraw from Program of Instruction After Commencement of Class

Students have the right to withdraw from a course of instruction at any time. If a student withdraws from the course of instruction after the period allowed for cancellation and prior to having completed 60% of his/her program, the Institution will remit a refund, if applicable, less a registration fee not to exceed \$100.00, within thirty (30) days following the withdrawal. Students are obligated to pay only for educational services rendered (including fees associated with those services), and unreturned books, materials, or equipment. A student will be charged tuition based on the number of hours he/she attended multiplied by the hourly tuition rate. The amount the student has paid for tuition will be subtracted from the amount of tuition the student owes. Charges for unreturned books, materials, and equipment will be deducted from the amount of the refund.

If the amount that the student has paid is more than the amount that the student owes for the time he/she attended, then a refund will be made within thirty (30) days of withdrawal. If the amount that the student owes is more than the amount that the student has already paid, then the student will have to make arrangements with the Institution to pay it.

HYPOTHETICAL REFUND EXAMPLE:

1. \$14,800.00	Tuition for 37 Modules (\$400 /module)	6. Plus \$100.00	Registration Fee
2. Divided by 2888	Total Hours	7. Equals \$7,786.00	Total Amount Owed
3. Equals \$5.12	Hourly Charge	8. Minus \$14,800.00	Amount Paid by Student
4. Multiply by 1500	Actual Hours Attended	9. Equals <\$7,014.00>	Amount Overpaid (\$14,800 – \$7,014.00)
5. Equals \$7,686.00	Tuition Earned for Pro Rated Attendance	10. \$7,786.00	Amount to be Refunded

NOTE: If a student has completed more than 60% of the scheduled hours (if Item 4 above divided by Item 2 above is greater than .60), he/she will owe the full amount of tuition charged for the term including unreturned equipment, books, and materials. The student will not be entitled to a refund.

IF THE AMOUNT THAT YOU HAVE PAID IS MORE THAN THE AMOUNT THAT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 30 DAYS OF WITHDRAWAL. IF THE AMOUNT THAT YOU OWE IS MORE THAN THE AMOUNT THAT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY IT.

IF A STUDENT LOAN WAS USED TO PAY FOR YOUR TUITION AND FEES, YOU ARE RESPONSIBLE TO REPAY THE FULL AMOUNT OF THE LOAN PLUS INTEREST, LESS THE AMOUNT OF ANY REFUND.

For the purpose of determining the amount you owe for the time you attended, you will be considered to have withdrawn from your program when any of the following occurs:

1. You notify the school of your withdrawal or the actual date of withdrawal;
2. The school terminates your enrollment; or
3. You fail to attend classes for a three-week period. In this case, the date of withdrawal shall be deemed to be the last date of recorded attendance.

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

- 1) You are a student who is a California resident and prepays 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. You are not eligible for protection under the STRF and you are not required to pay the STRF fee if either of the following applies: 1) You are not a California resident, 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.

INITIAL

Understandings

1. **Catalog:** Information about Nizhoni Institute of Midwifery is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. Nizhoni Institute of Midwifery reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in Nizhoni Institute of Midwifery, the Student agrees to abide by the terms stated in the catalog and all school policies.
2. **Arbitration:** Any dispute arising from enrollment at Nizhoni Institute of Midwifery, no matter how described, pleaded or styled, shall be resolved by binding arbitration under the Federal Arbitration Act conducted by the American Arbitration Association ("AAA") at La Mesa, under its Commercial Rules. All determinations as to the scope, enforceability of this Arbitration Agreement shall be determined by the Arbitrator, and not by a court. The award rendered by the arbitrator may be entered in any court having jurisdiction.
3. **Elimination of Classes:** Nizhoni Institute of Midwifery reserves the right to cancel or postpone a scheduled class start when the number of students scheduled to start the program is not sufficient as determined by Nizhoni Institute of Midwifery. If the student does not choose to change to a different start date, the student will be eligible for a full refund.
4. **Transfer of Credits:** The awarding of credit for coursework completed at any other institution is at the sole discretion of Nizhoni Institute of Midwifery. Additionally, Nizhoni Institute of Midwifery does not imply, promise, or guarantee that any credits earned at Nizhoni Institute of Midwifery will be transferable or accepted by any other institution.
5. **Financing:** The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.