

Midwest College of Oriental Medicine

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MULTI-QUARTER ENROLLMENT AGREEMENT EFFECTIVE JULY 1, 2017

PLEASE PRINT YOUR NAME, SS#, AND AN ACTIVE EMAIL ADDRESS

Name | _____ S.S.# | _____ E-mail | _____, herein referred to as "the Student" or "I", is enrolled in the Oriental Medicine or Acupuncture program with a projected graduation date of _____.

REQUIRED COURSES are described on pages 11 to 21 of the Midwest College of Oriental Medicine 2014-2018 catalog.

TUITION & FEES: The tuition charge per course is \$1,053.00. The total charges for this quarter are based upon the number of courses in which a student enrolls and applicable mandatory and selected optional fees. Based on current rates and estimates, the total program academic costs are: tuition \$71,604.00 OR \$54,756.00, mandatory charges \$2,235 or \$1915, and books and supplies, \$2250 and \$1,700 for the Oriental Medicine and Acupuncture programs respectively. One or more optional fees will result in an increase in total program costs. A one-quarter-enrollment agreement/receipt is completed each quarter. The one-quarter-enrollment agreement/receipt and the current multi-quarter enrollment agreement should be read in conjunction with each other and together constitute the complete enrollment agreement.

The Midwest College of Oriental Medicine ("the College") reserves the right to respond to increases in operating costs by adjusting tuition per course and fee charges. All students will be given sixty days notice of any tuition/fee adjustment.

Mandatory Fees (included as part of the minimum program cost)

\$65.00 application fee (waived if completed during a campus tour)

\$85.00 per qtr. technology fee (the College provides free wireless internet and paperless midterms and finals)

\$75.00 per qtr. malpractice insurance (the College covers each student for malpractice up to 1 million dollars)

\$250.00 graduation fee (does not include cap and gown)

Optional Fees and Charges

\$100.00 transfer credit evaluation (waived during 1st qtr.)

\$90.00 unexcused or retake exam fee - \$50.00 if excused

\$50.00 audit fee per course

\$50.00 returned check, declined credit

\$15.00 student I.D.

\$50.00 per hour tutoring, mandatory for failed exams

\$75.00 proficiency exam fee/plus tuition

\$20.00 academic transcript

\$100.00 late payment

\$6,300 foreign internship (estimated cost)

\$.50 per day per overdue book

\$100.00 late registration or class change

\$50.00 late submission

\$25.00 missed exit interview

\$150.00 per quarter graduate extension

\$50.00 submission extension after 2 weeks

\$35.00 transcript expedite (3 days)

\$70.00 transcript expedite (same day)

EMPLOYMENT ADVISORY SERVICE

The College does not provide a placement service. Instruction in the preparation of a curriculum vitae and development of interview skills is offered as part of the Practice Management course. No other placement services are provided. All student referrals to prospective employers are not based on direct contact with the employers regarding current job openings. The College cannot imply, promise, or guarantee employment as a result of the education.

COURSE OFFERINGS

The College cannot change the classes in the program, class length or class credit assignment without approval by the State of Wisconsin Educational Approval Board and/or the Illinois Board of Higher Education. These agencies have approved the College's programs. However, the College may update teaching materials within a class. The Accreditation Commission for Acupuncture and Oriental Medicine (ACAOM) accredited the Acupuncture and Oriental Medicine programs. Important Notice: Legislation in the State of Illinois has eliminated the license for Nutritional Counselors. The Midwest College will continue offering the combined program Bachelor of Science in Nutrition degree; however, graduates will not be eligible for a nutrition license. The academic purpose and mission of the program remains the same. The emphasis on nutrition will not be diminished in the curriculum. The College reserves the right to alter, change, or eliminate any component of the curriculum with 60 days notice to the student.

A condition of my enrollment is providing official copies of my undergraduate accredited transcripts proving my attainment of a minimum of 60 semester hours of education (with proper course distribution for Illinois enrollment).

ORIENTAL MEDICINE PROGRAM COMPLETION

After acceptance into the Oriental Medicine program there is a minimum of 36 months needed to complete the program and a maximum of 54 months. The program contains 2,898 clock hours (228.30 quarter credits). If the Student enrolls in consecutive quarters, passes all required courses, and requests that a petition to graduate be completed, the Student will receive the degree of Master of Science in Oriental Medicine (M.S.O.M.) concurrently awarded with a Bachelor of Science in Nutrition. Completion of the program does not imply, promise, or guarantee licensure as a result of the education.

ACUPUNCTURE PROGRAM COMPLETION

After acceptance into the Acupuncture program there is a minimum of 30 months needed to complete the program and a maximum of 45 months. The program contains 2,148 clock hours (166.20 quarter credits). If the Student enrolls in consecutive quarters, passes all required courses, and requests that a petition to graduate be completed, the Student will receive a master's level certificate of completion as an Acupuncture Therapist. Completion of the program does not imply, promise, or guarantee licensure as a result of the education.

Distance (or Distance Delivered) Education

An educational process in which the majority of the instruction (> 50% of the seat time in a course) occurs when a student and instructor are not in the same place and includes technology that is used to support regular and substantive interactions between the instructor and the students. Instruction may be synchronous or asynchronous. Distance education may employ the following technologies: (1) the internet; (2) one-way transmission through open broadcast, closed circuit, cable, microwave, and broadband.

Hybrid or Blended Courses

Distance-delivered courses are distinguished from hybrid/blended courses in which some traditional face-to-face time has been replaced by online learning or other technologically mediated learning activities. ACAOM defines hybrid/blended courses as those in which seat time has been reduced so that < 50% of the learning activities are technologically mediated.

TRUTH IN LENDING DISCLOSURE

PAYMENT METHOD: Total charges (tuition and fees) are due within 5 business days after receiving registration documentation each quarter. If all payments for the last quarter attended were timely, this quarter's total charges may be divided into three equal payments with no finance charges if tuition is paid with checks. If paying with a credit or debit card, payment is due in full (one payment) at the time of registration. There are no finance charges (other than late fees) as part of this agreement.

PREPAYMENT: Since finance charges are not included in this agreement, prepayment does not affect the **total charges**.

SECURITY: This agreement is unsecured.

LATE CHARGE: The College invokes a \$100 charge for each late payment. Bounced checks and declined credit cards are also considered to be late payments. There is also a \$100 charge for late registration and for changing or adding classes after 5 business days from the date the student received the one-quarter-enrollment agreement/receipt in the mail. Failure to pay all amounts due before the end of a quarter will result in an additional \$100 late charge at the end of the quarter and at the end of every subsequent quarter until all required payments including late charges are paid in full.

WITHDRAWAL AND TUITION CREDIT POLICY

NOTICE TO NEW STUDENTS OF THE THREE BUSINESS DAY CANCELLATION PRIVILEGE:

A Student who was not previously enrolled has the right to cancel this enrollment agreement without any penalty or obligation until midnight of the third business day (days other than Saturdays, Sundays, or legal holidays) after the date the Student receives written and final notice of admissions acceptance from the College.

REJECTED APPLICANTS: All payments will be returned to rejected applicants.

PRIOR TO START OF CLASSES: All payments made, except the application fee, of an accepted Student who withdraws after three business days (as explained above) will be fully refunded within 10 business days following the date of receipt by the College in Racine, Wisconsin by mail or by fax at (262)554-7475 of the Student's written notice of cancellation, provided no classes were attended. A Student is not obligated for any quarter's tuition in which they have not attended any classes. The College will not retain any federal funds for any term not attended.

AFTER CLASSES START: The College reserves the right to terminate a Student for poor academic progress or attendance, non-payment or failure to comply with published rules. Students desiring to withdraw after the start of instruction may do so at any time for any reason, subject to the following conditions: During and after the first week, students receive a tuition credit for the following portion of the current quarter's tuition: week one 90%, week two 80%, week three 70%, week four 60%, week five 50%, week six 50%, week seven 40%, week eight and after, no tuition credit.

Federal financial aid will be returned as required by federal regulations. Simultaneous application of the above tuition credit policy and federal regulations may result in the withdrawn student owing the College money. If amounts due are not paid within thirty days of receipt of notification, the \$100 late charge will be invoked. Any cash due to the student will be disbursed within 30 calendar days of the date of a) receipt by the College in Racine, Wisconsin by mail or by fax at (262)554-7475 of the Student's written notice of withdrawal, b) constructive withdrawal (see below), or c) dismissal.

CONSTRUCTIVE NOTICE OF WITHDRAWAL: A constructive notice of withdrawal is failing to attend class for ten consecutive class days based on the individual Student's class schedule without providing an explanation to the College administration regarding absences prior to the tenth scheduled class day. The date of constructive withdrawal is the tenth scheduled class day of consecutive absence without explanation.

DEFAULT

A student or a former student is in default upon occurrence of any one or more of the following events:

1. Payments (a) If the interval between scheduled payments is two months or less, to have outstanding an amount exceeding one full payment, which has remained unpaid for more than ten days after the due dates or the failure to pay the first or last payment within forty days after its due date: (b) If the interval between scheduled payments is more than two months, to have all or any part of one scheduled payment which has remained unpaid for more than sixty days after its due date: or (c) the failure to pay the only scheduled payment within forty days after its due date: or
2. Non-performance. If I fail to observe or perform any of my other covenants or duties contained or referred to in this agreement or if the failure materially impairs my performance to pay this agreement when due, then the College shall have all the rights and remedies for default provided by applicable law and this agreement. With respect to such rights and remedies:
 - a. Acceleration. This agreement shall, at the option of the College and without further notice or demand become immediately payable under the terms of the above "Withdrawal and Tuition Credit Policy". Students shall have an opportunity to cure the default as required by Wisconsin Consumer Act (425.105) for Wisconsin Students or the Retail Installment Sales Act (815 ILCS 405/26) for Illinois Students and, in that event, this agreement shall become payable if such default is not cured as provided in that statute, within 15 calendar days after mailing of such notice to the Student.
 - b. Waiver. The College may waive any specific default without waiving any other prior or subsequent default.

ONE-QUARTER-ENROLLMENT AGREEMENT AUTHORIZATION

I understand that I have the option of signing each one-quarter-enrollment agreement during normal business hours Monday through Friday in the College's business office in Racine, Wisconsin. There is no charge for this option.

In lieu of signing future one-quarter-enrollment agreements, I hereby authorize that my signature on this multi-quarter enrollment agreement shall serve as authorization for future one-quarter-enrollment agreements/receipts while this multi-quarter enrollment agreement remains in effect provided the following procedures are followed:

1. The College and I will complete my one-quarter-enrollment agreement/receipt by telephone.
2. The College will mail the completed one-quarter-enrollment agreement to my current residence.
3. I will have five business days from the date I receive my one-quarter-enrollment agreement/receipt to call the College's business office during normal weekday office hours in Racine, Wisconsin to change or challenge any course registrations or amounts charged
4. If changes are made, a revised one-quarter-enrollment agreement will be mailed to my current residence address.
5. If I do not request a change or challenge my one-quarter-enrollment agreement/receipt within the above five-business day deadline, the presumption will be that I agree with the terms of the agreement.
6. I will provide an active email address to the College for the purpose of official communication. Emails sent directly to me have the same effect as a letter sent through the U.S Post Office.

If the telephone registration was completed in a timely manner, adherence to the above deadlines will not result in a late registration fee. To avoid a late payment fee, financial aid must already be awarded for the one-quarter of enrollment, a credit or debit card authorization must have been made, or checks must be received in the College's Racine office by the deadline for change or challenge.

DURATION OF MULTI-QUARTER ENROLLMENT AGREEMENT

I understand that this multi-quarter-enrollment agreement will remain in effect while I am enrolled in courses, enrolled as a graduate extension, on an approved leave of absence, between quarters, or in debt to the College until the effective date of any revised multi-quarter-enrollment agreement signed by both the College and myself.

INTERPRETATION

Wisconsin Students: The laws of Wisconsin govern the validity, construction and enforcement of this agreement. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code (401.101 et seq.) and the Wisconsin Consumer Act (421.101 et seq.).

Illinois Students: The laws of Illinois govern the validity, construction and enforcement of this agreement. All terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code (810 ILCS 5/1-101 et seq.), the Credit Agreements Act (815 ILCS 160/0.01 et seq.), and the Retail Installment Sales Act (815 ILCS 405/1 et seq.).

Governing Law and Dispute Resolution. This Agreement shall be deemed to be made under the laws of the State of Illinois and shall, for all purposes, be construed and enforced in accordance with the laws of Illinois. Any controversy or claim arising out of or relating in any way to this Agreement, or in the breach thereof, shall be resolved by binding arbitration with a single arbitrator from JAMS, The Resolution Experts, in accordance with the Commercial Arbitration 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. Any arbitration hearing will take place in Chicago, Illinois. In the event any action is brought to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all of the prevailing party's enforcement costs, including reasonable attorney's fees. The College and the Student may enforce their respective rights under the Agreement as provided herein, and the Student shall not pursue joint, collective or class actions against the College, and the arbitrator(s) shall not be authorized to consolidate claims of multiple students, fashion a proceeding as a class or collective action, or award relief to students on a group or class basis.

Wisconsin and Illinois Students: All references in this agreement to sections of the statutes are to those intended sections even if they are renumbered from time to time. Unless otherwise required by law, invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions.

Severability. In the event that any term, covenant or provision of this Agreement shall be held to be invalid or against public policy, the remaining provisions of this Agreement shall remain in full force and effect.

Complete Agreement. This Agreement constitutes the full and complete understanding of the Parties regarding its subject matter and supersedes any prior understanding or agreement, whether oral or in writing. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged or terminated, except by an instrument in writing signed by an authorized representative of the party against whom enforcement of the amendment, modification, supplementation, change, waiver, discharge or termination is sought.

The Student understands and acknowledges that the legal requirements to practice Oriental medicine, acupuncture, herbology and/or nutrition vary from state to state. The Student understands and agrees that it is the responsibility of the Student to determine such requirements for the state(s) in which the Student intends to practice, and that the Student has the responsibility to satisfy such requirements. The Student understands and agrees that MCOM is not a "one size fits all" educational institution and does not represent or warrant that its programs, while accredited, comply with all such requirements state to state.

NOTICE TO STUDENT

- 1) DO NOT SIGN THIS BEFORE YOU READ ALL SIDES, EVEN IF OTHERWISE ADVISED.
- 2) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- 3) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

I have received an exact copy of, read and understand the contents of this enrollment agreement, the 2016-2017 College catalog, and the current College student handbook and internship manual. I understand that I am responsible for requesting, reading and understanding the contents of future updated College student handbooks and manuals. For students enrolled during terms when the tuition charge per course is different than \$1022.00, the total program tuition costs are based on rates in affect at the time each individual course is taken. This enrollment agreement is a legally binding contract when signed by the Student except when a Student who was not previously enrolled cancels during the three-business day cancellation period (see page 3 of 4). This document in conjunction with the quarterly enrollment agreement/receipt constitutes the entire agreement between the Student and the College. A College official must make any modifications to this agreement in writing. I understand that financial aid is based on need, funds available and current government regulations. Under these circumstances the exact amounts or time of disbursements cannot be guaranteed. I shall observe and comply with the provisions on all four pages of this agreement.

STUDENT'S SIGNATURE _____ DATE _____

COLLEGE OFFICIAL'S SIGNATURE _____ DATE _____