



## Program Enrollment Agreement

Aspen University  
4615 East Elwood St. Suite 100  
Phoenix, AZ 85040  
800-373-7814  
www.aspen.edu

## Student Information

- Student's Full Name:
- Student's Mailing Address:
- Student's Phone Number:
- Student's Email:

## Program Information

- Program Name: Bachelor of Science in Nursing (Pre-Licensure)
- Total Program Credits: 120
- Program Acceptance Date:
- Payment Method:

## Article One: Program of Study

**Program of Study.** Aspen University's courses for each Program of Study are available in the Academic Catalog. The most current version of the Academic Catalog is available at [www.aspen.edu](http://www.aspen.edu). I <> the Student, hereby enroll in the designated Program of Study Bachelor of Science in Nursing (Pre-Licensure) at Aspen University ("Aspen" or the "University"), beginning on the date listed as the "Program Acceptance Date": <>.

I understand that this program is approved by the appropriate State Boards of Nursing and is intended to prepare me to meet the licensure requirements for a registered nurse. I recognize that the National Council of State Boards of Nursing administers the NCLEX for graduates of approved nursing programs on behalf of all state boards of nursing. As such, I understand that successfully graduating from Aspen's approved nursing program permits me to apply to the board of nursing in the state of my choice to take the NCLEX in that state. I accept that I am responsible for meeting the licensure requirements in any state in which I wish to practice.

**Academic Requirements.** Aspen's academic requirements, including all requirements for courses within the Student's Program of Study, including the grading policy are set forth in and governed by Aspen's Academic Catalog. Student acknowledges and agrees that Student has read Aspen's Academic Catalog. Student further acknowledges and agrees that Student is responsible for fulfilling all requirements specific for each course within the Program of Study that Student has chosen to pursue.

**Admissions Requirements.** Aspen's admissions requirements for each Program of Study are set forth in Aspen's Academic Catalog. Aspen must receive from the Student all required admissions documents, including official transcripts, within one enrollment period, not to exceed 12 semester credits, or the Student will be prohibited from continuing in their Program of Study until such documentation is supplied.

**Changes to a Program of Study.** Student hereby understands that any change in Student's Program of Study will be governed by Aspen's Academic Catalog in effect at the time of the change. Student understands that if Student changes programs, Student may be unable to receive credit for prior coursework at Aspen or at any other institution and will not receive a refund of tuition or fees for prior coursework attempted or completed as defined in the Tuition Policies at Aspen.

**Aspen is an Online University.** Aspen is primarily an online distance education institution, depending on the course or program of study in which student enrolls. Most Aspen courses will be exclusively online, but depending on the course or Program of Study in which Student enrolls, Student may participate in certain in-person instruction, practica, or externships. To participate in online classes, Student must have

access to a computer meeting certain basic capability requirements and it is Student's responsibility to satisfy this requirement.

## Article Two: Finance

**Tuition and Fees.** Aspen charges tuition by the course, and, specific to the Program of Study, the "Total Program Cost" ("TPC"), which Student must pay for by selected program will be based solely on the total number of course credits that Student is required to complete. The tuition in each term is defined in advance of the scheduled term start date by the number of courses Student registers for in the term. Student will pay or make arrangements to pay for each course upon registration and, subsequently, the TPC for the Program of Study Student is accepted into is based on the total number of course credits that Student is required to complete as defined by the Program of Study. Course failures, withdrawals retakes, and/or transfer of prior credit will affect the TPC.

**Payment Methods.** Student understands that Aspen offers qualified students access to Federal Student Financial Aid and tuition payment plans via credit or debit card. Aspen and Student may enter into a mutually agreed upon payment plan other than Federal Student Financial Aid, including the Monthly Payment Plan, the Installment Plan, Cash, Veteran's Benefits, and Tuition Reimbursement depending on availability.

**Responsibility for Payment.** Student accepts responsibility for paying all tuition and fees incurred in connection with Student's enrollment at Aspen.

**Suspension of Services.** Student understands and agrees that Aspen may withhold grades, transcripts, diplomas, certificates, and other services if Student fails to pay the full amount of tuition and fees or violates any obligation within the Program Enrollment Agreement. Aspen may bar Student from registering for any future courses or terms until Student's account is current.

**Program Tuition and Fees.** Aspen's current tuition and fees are summarized below. Tuition and fees are inclusive of the full program requirements. Should transfer credits and/or a discount apply, tuition and fees may be subject to change.

Tuition	\$41,445.00
Fees	\$10,730.00
Book (Best Estimate)	\$650.00
Total Program Cost	\$52,825.00

### Itemized Fees:

Transcript (per request)	\$10.00
Technology Fee (per course)	\$60.00 - \$200.00
Tuition Deferment (if applicable)	\$200.00
Graduation (one time)	\$100.00
HESI Fee (per exam)	\$250.00 - \$500.00
Additional Diploma (per request)	\$50.00
BSN Pre-licensure Pinning (one time)	\$100.00

The Total Program Cost (TPC) is calculated by multiplying the cost per course by the number of courses, adding the Total Book Cost (Best Estimate) and the cost of the additional fees. The Total Book Cost (Best Estimate) is an estimate that will vary by Student, because students purchase their textbooks from third party vendors. The Total Program Cost provided here is an estimate and will fluctuate depending on the; number of courses taken or retaken, transfer credits awarded, technology fees incurred, additional fees Student incurs throughout the duration of the program.

**Tuition and Fees Subject to Change.** Student understands that Aspen periodically reviews and adjusts the amount of tuition and fees and that tuition and fees are subject to change without prior notice. Aspen's Board of Directors and Officers review the tuition and fees annually and typically adjust tuition and fees. Tuition and fees will not be adjusted during a term, that is, tuition and fees that have already been incurred, or for which registrations have been accepted for any current or future term will not be affected by any change in tuition and fees. Student will remain at the tuition rate published in this agreement as long as the student adheres to the Continuous Enrollment Policy. Students who withdraw or are administratively dropped from their Program of Study are required to sign a new Program Agreement upon re-enrolling in at Aspen. Additionally, Student will be subject to the published tuition and fees at the time of re-enrollment.

**Student Tuition Recovery Fund (California Students Only).** 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.

**Federal Student Financial Aid.** Aspen participates in certain Federal Student Financial Aid programs authorized under Title IV of the Higher Education Act of 1965 (as amended). Student understands that Student is not guaranteed financial aid and this Program Enrollment Agreement is binding regardless of whether Student applies for or is awarded financial aid. Student understands that Federal Student Financial Aid is subject to the terms and conditions of each aid program and that Student is responsible for complying with any requirements applicable to Student.

**Military Benefits.** Aspen participates in certain military tuition assistance and veterans' education benefit programs. Student understands that Student may qualify for such aid, but that Aspen makes no guarantee that Student will qualify or remain eligible and this Program Enrollment Agreement is binding regardless of whether Student receives such aid. Student understands that all military tuition assistance and veterans' education benefits are subject to the terms and conditions of each program and that Student is responsible for complying with any program-specific rules and regulations applicable to Student.

**Cancellation Period.** Student may cancel this agreement within seven (7) calendar days of enrollment in any manner and will receive a refund of all money paid, regardless of any assignments submitted. The seven (7) calendar days begin when Student signs the Program Enrollment Agreement. Student may also cancel Student's enrollment if, upon a doctor's order, the Student cannot physically receive the services, or if the service ceases to be offered by the University. Aspen will issue a 100% refund no later than 30 days of receiving the notice of cancellation.

**Refund Policy.** Student may withdraw from the Program of Study by submitting the Program Withdrawal form in the Student Portal. If Student by failure to meet or maintain academic participation is withdrawn from the program, and/or if Student is withdrawn by Aspen beyond the later of seven (7) calendar days after signing and submitting the Program Enrollment Agreement, Aspen University will process the termination of the agreement in accordance with the tuition and fees schedule. The program withdrawal will be effective as of the date on which the withdrawal form is received, unless otherwise specified (the "Withdrawal Date").

#### Non-Refundable Fees

Fee Type	Amount	Frequency
Portfolio Credit Evaluation	\$200.00	per Course
Transcript	\$10.00	per Request
Graduation Fee	\$100.00	per Request
Additional Diploma	\$50.00	per Request
Wire Transfer Fee	\$30.00	per Request
BSN Pre-licensure Pinning	\$100.00	per Request
Student Tuition Recovery Fund Fee (CA Students Only)	\$0.50	For every \$1,000 of institutional charges, rounded to the nearest \$1,000

\* The Portfolio Credit Evaluation fee is \$200 per 3-credit course for the Nursing Programs only. For all other programs, there is a flat \$200 fee.

#### Refundable Fees

Fee Type	Amount	Frequency
Tuition Deferment	\$200.00	per Course
Technology Fee	\$60.00 - \$200.00	per Course
HESI Fee	\$250.00 - \$500.00	per Course

In the event that Student cancels their enrollment prior to the Start Date, or withdraws from the course during the first week, the course specific fees are refunded at a rate of 100%. In the event that Student completes the course, the fees are non-refundable. If Student withdraws from the course, the course specific fees will be refunded in accordance with the below Refund Table.

Refund Table (Refund Schedule: Based on Total Program Cost).

Withdrawal Date	Percentage of Total Course Price Refunded
During the 1st week of the course	100 %
During the 2nd week of the course	80 %
During the 3rd week of the course	60 %
During the 4th week of the course	40 %
During the 5th week of the course	20 %
After the 5th week of the course	0 %

Sample Refund Calculation: Student enrolls in a course where the Total Course Price is \$975.00. If Student withdraws from the course during the second week, Student is entitled to a refund of \$780.00. ( $975 * 80\%$ ). Military awards or discounts may result in a waiver of technology or graduation fees.

Upon request, Aspen will provide Student with examples of the application of this policy. Aspen's Refund Policy is published in the Academic Catalog.

**Title IV Withdrawals.** If Student receives Title IV funds and ceases to meet and/or maintain academic progress or academic participation, and is officially or unofficially withdrawn from the University, the University is obligated to determine eligibility for the Federal Title IV aid awarded and/or received. The University will, on the Student's behalf or the Student will in some cases be required to repay Title IV funds as required by federal law. If Student receiving Title IV funds is a first-time student at Aspen and withdraws on or before the 60% point in time in the period of enrollment for which the Student has been charged, then Student will be refunded using a pro rata calculation rounded down to the nearest 10%.

**Collection Practices.** While Aspen University expects students to honor their financial commitments, Aspen is committed to following ethical business practices in collecting delinquent payment obligations. As part of its business practices, Aspen will work with financially distressed students to resolve their outstanding obligations in a respectful manner and will comply with applicable law in communicating with and about students who have unpaid debts. In no circumstances will Aspen University use any unfair, deceptive or abusive means to collect any debt owed by a student and Aspen will not threaten, mislead or intimidate any student as a means of collecting any unpaid student obligations.

## Article Three: Arbitration

**Complaints/Grievances.** Student may submit a complaint or grievance in accordance with policies identified in the Catalog or by contacting the Distance Education Accrediting Commission (DEAC) at [www.deac.org](http://www.deac.org).

**General.** Student and Aspen agree that any dispute or claim between Student and Aspen (or any company affiliated with Aspen, or any of its officers, directors, employees or agents) arising out of or relating to Student's recruitment, enrollment, attendance, education or career service assistance by the University or relating to this Enrollment Agreement, including disputes about the application of this agreement to arbitrate, shall be resolved by binding arbitration before a single arbitrator, except that an individual claim may be brought in small claims court as expressly provided below. The arbitration shall be administered by JAMS pursuant to applicable rules and policies in effect at the time the party submits the claim for arbitration, including but not limited to the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses (available at <http://www.jamsadr.com/consumer-arbitration/>), the JAMS Comprehensive Arbitration Rules and Procedures (available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>), and the JAMS Streamlined Arbitration Rules and Procedures (available at <http://www.jamsadr.com/rules-streamlined-arbitration/>). This agreement to arbitrate is not intended to modify your right, if any, to file a grievance with a state educational licensing agency or an accrediting agency. The Federal Arbitration Act and related federal judicial procedure shall govern this agreement to arbitrate to the fullest extent possible, excluding all state arbitration law, irrespective of the location of the arbitration proceedings or of the nature of the court in which any related proceedings may be brought. Except for individual actions in small claims court expressly permitted in the paragraph below, any such arbitration shall be the sole remedy for the resolution of any disputes or controversies between the parties to this agreement to arbitrate.

We agree that neither we nor anyone else who later becomes a party to this predispute arbitration agreement will use it to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

**Small Claims Court Exception.** The parties agree that any individual claim may be brought in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If any such claim is transferred or appealed to a different court, however, the opposing party may elect arbitration and, if it does so, the parties agree that the matter will be resolved by binding arbitration pursuant to the terms of this

agreement to arbitrate.

**No Class Actions Permitted.** The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. The arbitrator shall have the authority to award any remedy that would otherwise be available under applicable federal, state or local laws. Any arbitration hearing shall take place in the federal judicial district or, if Student resides outside the United States, in Arizona.

We agree that neither we nor anyone else will use this agreement to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or the provision by us of educational services for which the Direct Loan was obtained. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

**Waiver of Certain Rights.** BY AGREEING TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, A CLASS ACTION, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN APPLICABLE JAMS ARBITRATION RULES AND POLICIES, OR OTHERWISE TO LITIGATE A DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, STUDENT WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION AND ANY AWARD WILL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. OTHER RIGHTS THAT STUDENT OR THE UNIVERSITY WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Costs and Fees.** When Student initiates arbitration against Aspen, the University will bear all costs charged by JAMS for any claim under \$75,000, except that Student will be required to pay \$250. When Aspen initiates arbitration, it will be required to pay all costs charged by JAMS. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party.

**Arbitration.** This Agreement to Arbitrate Prevails. THE ABOVE SUPERSEDES ANY INCONSISTENT ARBITRATION PROVISION PUBLISHED IN ANY OTHER DOCUMENT. This agreement to arbitrate survives the termination of this Enrollment Agreement.

**Condition to Admission.** Student's enrollment as a student at the University is conditioned upon Student's agreement to be bound by the terms of this agreement to arbitrate.

## Article Four: Miscellaneous

**Governing Law.** This Program Enrollment Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Arizona, exclusive of conflict or choice of law rules. Notwithstanding the previous sentence, the Parties acknowledge that this Enrollment Agreement evidences a transaction involving interstate commerce, and any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (codified at 9 U.S.C. §§ 1–16).

**Licensure/Certification Disclosures.** Institutions are required to disclose the extent to which each of their programs lead to professional licensure or certification in each state where such licensure is required for employment in an occupation (34 CFR § 668.43(a)(5)(v)). The curriculum either meets state educational requirements for licensure or certification, does not meet state education requirements licensure or certification, or the institution has not made such a determination.

**Proof of Identity.** Student acknowledges that Aspen may at its sole and absolute discretion request proof of Student's identity at any time, and Student agrees promptly to provide such proof. Student understands that failure to provide such proof may result in immediate termination from the University.

**Termination.** Student understands and agrees that this program enrollment agreement terminates at the time of program completion or student-initiated program termination. Reinstatement or extension of the program enrollment agreement is contingent on established current university policies and/or appeals processes. Student understands and agrees that Aspen may terminate Student's enrollment in accordance with procedures in the Academic Catalog if Student fails to comply with University policies or academic requirements or otherwise disrupts the normal activities of the University.

**Statement of Academic Integrity.** Student understands that Aspen fosters a spirit of honesty and integrity. Students at the University are responsible for following accepted standards of academic integrity. Distance learning programs require a higher level of self-monitoring with regard to academic integrity. All students are required to sign a statement of academic integrity as part of the enrollment process. Any work submitted by a student must represent original work produced by that student. All sources used must be documented through acceptable scholarly references and citations, and the extent to which the sources have been used must be apparent to the reader. Students found guilty of academic dishonesty or plagiarism will be subject to sanctions, which may include dismissal from the University.



**No Guarantee Credits Earned at Aspen Will Transfer.** Student expressly states that no Aspen employee or representative has promised or guaranteed that credits earned at Aspen University will transfer to any other college or university. Student understands that acceptance for transfer of Aspen University's academic credits is determined exclusively by the receiving institution. Aspen University does not imply, promise, or guarantee transferability of earned credits to any other institution. Aspen's academic credits may not be accepted by other institutions.

**No Guarantee of Job Placement.** Student expressly states that no Aspen employee or representative has promised or guaranteed employment or specific starting salary upon completing the program of study. Student understands that while Aspen provides job placement and other consumer information as required by law and for my information, past results do not guarantee a similar outcome and Aspen makes no guarantee to students about their future ability to find employment or succeed professionally or otherwise. An Aspen degree or certificate may not satisfy job prerequisites for all professions, trades, or employers.

**Aspen's Academic Catalog.** Upon submitting this signed Program Enrollment Agreement, Student becomes subject to the academic and financial obligations of Aspen University. These regulations are set forth in Aspen's Academic Catalog as well as on its website. By accepting the terms of this Program Enrollment Agreement, Student acknowledges that Student has reviewed the Academic Catalog. However, the policies, regulations, procedures, and fees set forth in the Academic Catalog are subject to change without prior notice. Therefore, in the event of a conflict between this Program Enrollment Agreement and the Academic Catalog, this Program Enrollment Agreement prevails.

**Accreditation.** Aspen University is accredited by the Distance Education Accrediting Commission (DEAC). The DEAC is listed by the U.S. Department of Education as a recognized accrediting agency and is recognized by the Council for Higher Education Accreditation (<http://www.chea.org/>). The baccalaureate degree program in nursing, the master's degree program in nursing, and the Doctor of Nursing Practice program at Aspen University are accredited by the Commission on Collegiate Nursing Education (<http://www.aacnursing.org/CCNE>).

**Nondiscrimination.** Aspen does not discriminate on the basis of race, color, national origin, sex, religion or disability. Student should contact [studentservices@aspen.edu](mailto:studentservices@aspen.edu) if Student has any concerns in this regard.

**Holder in Due Course.** Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor (FTC Rule effective 5-14-76).

**Severability.** If any part of any provision of this Program Enrollment Agreement or any other agreement, document, or writing given pursuant to or in connection with this Program Enrollment Agreement is deemed invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of that provision or the remaining provisions of this Program Enrollment Agreement.

## ACKNOWLEDGEMENTS

<> acknowledges that Student has read, received, and understand this Program Enrollment Agreement and has received and read a copy of the Academic Catalog. Student further understands and agrees that this Program Enrollment Agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified, except as otherwise expressly provided for herein, without the written agreement of Student and Aspen. Student also understands that if Student defaults upon this Program Enrollment Agreement Student will be responsible for payment of any collection fees or attorney fees incurred by Aspen University.

By signing and submitting the Program Enrollment Agreement, Student signifies that Student has read and understands all aspects of this Program Enrollment Agreement and recognizes Student's legal responsibilities in regard to this contract and acknowledges that Student consents to be bound by the foregoing Program Enrollment Agreement, including the agreement to arbitrate, in electronic form and that Student intends to enter a legally binding contract with Aspen University.

I accept the terms of the Program Enrollment Agreement. I understand that by typing my name below that I am providing my signature.

**Student Signature:**

**Date:**

**Registrar Signature:** *Katie Brown*

**Date:**