

# McMillan Academy of Law

4670 Nebo Drive, Suite 200  
La Mesa, California 91941-5230  
(619) 393-1798

## **ENROLLMENT AGREEMENT FOR JURIS DOCTORATE PROGRAM<sup>1</sup>**

*The following must be completed for valid registration:*

### **TUITION CHARGES AND FEES**

As of November 15, 2008

<b>Tuition</b>		
Semester Unit (first year) <i>or</i>	# of units _____ x \$225	\$
Charter class discount (\$2990.00 / First Year) Includes Contracts, Legal Writing, Torts, Criminal Law, Course in First Year Law Students Examination Review (Normally \$3600.)		\$ 2,990.00
Semester Unit (additional years)	# of units _____ x \$325	\$
<b>Fees</b>		
Application fee*	\$85	\$
Registration fee*	# of units _____ x \$25	\$
Late registration fee	# of units _____ x \$75	\$
Change of Program fee	\$75	\$
Deferred Tuition Payment Plan fee*+	\$75	\$
Replacement examination fee*	\$125	\$
Special examination proctoring fee*	\$125	\$
Graduation fee* (diploma and academic attire)	\$125	\$
Transcript fee*	\$15	\$
Returned check fee	\$35	\$
Assessment Fee for STRF	\$	\$
	<b>Total</b>	\$

The registration fee and tuition are payable at the time of registration. The graduation fee is payable with the petition to confer the degree. Other fees are payable when incurred or upon request.

\* Non-refundable

+ Students whose tuition and fees are more than two weeks delinquent will be charged an additional 10% in annual interest beginning on the date the last payment was due and compounded monthly until fully paid. Unpaid tuition or fees owed to the school will be deemed cause for administrative dismissal and will affect eligibility to take examinations as well as to receive grades and transcripts.

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<sup>1</sup>The Juris Doctorate program is structured to equip students with a thorough understanding of law in preparation for the bar examination and for a well-defined legal career. A total of 92 credits is required in order to complete this program.

**Any questions or problems concerning this school that have not been satisfactorily answered or resolved by the school should be directed to the Department of Consumer Affairs, Private Postsecondary and Vocational Education Information, P.O. Box 980818, West Sacramento, CA 95798-0818, as well as the Committee of Bar Examiners, Attn: George A. Riemer, Director for Educational Standards, Office of Admissions, The State Bar of California, 180 Howard Street, San Francisco, CA 94105-1639; telephone (415) 538-2303.**

Course titles, course descriptions, and course requirements can be found in the McMillan Academy of Law Catalog in the Registrar's office.

## **DEFINITIONS**

### ***Application Fee***

The application fee of \$85 is applied toward the processing of the student's application for enrollment at McMillan Academy of law. This fee is non-refundable. If the student is accepted based on the particular application, this is a one-time fee. If the student is rejected based on a particular application, the student may re-apply at a later date but must pay the standard application fee.

### ***Registration Fee***

The registration fee is based on the number of credits desired by the student. The fee is calculated by multiplying \$25 per unit selected by the student. The student will be required to pay a registration fee each semester during which the student registers for classes. Because each new semester presents new costs in terms of tuition and fees, the student will be required to complete a new enrollment agreement each semester the student wishes to register for classes. The student will receive the newest version of the catalog each semester.

## **REFUND POLICY**

The McMillan Academy of Law will deal with prospective students, applicants, and students in an honest and forthright manner in all financial dealings. The Academy will provide refunds in accordance with its written refund policy, accompanied by a clear explanation of the method of calculation, within thirty (30) days after a student withdraws from a class or a program, or within thirty (30) days of the law school's discontinuing a course or educational program in which a student is enrolled.

### ***Student's Right to Cancel***

A student has the right to a full refund of all charges less the amount of any registration fee if the student cancels prior to or on the first day of instruction. In addition, the student may withdraw from a course after instruction has started and receive a pro rata refund for the unused portion of the tuition and other refundable charges if the student has completed 60% or less of the instruction. For example, if the student officially withdraws after 6 classes of an 18-class course and was charged \$900 for the course, the student would receive a refund of \$600 if they had in fact paid the \$900 in full. In the same withdrawal scenario where a student on a payment plan has only paid \$200 for the same \$900 course, the student has an obligation to the Academy

of \$100 in order to pay for the \$400 worth of classes they attended. All refunds and obligations are calculated as of the date the student files an official add/drop form in the Registrar's office. Refunds will be paid within 30 days of withdrawal.

### ***Three-day Full Refund Period***

If an enrollee cancels enrollment within three working days following enrollment and before commencement of classes, there will be a refund of all monies paid with the exception of the application fee. Cancellation of enrollment after three working days but before the commencement of classes will result in forfeiture of the registration fee.

### ***Tuition Refund After Classes Begin***

Termination of enrollment after the commencement of classes but before more than 60% of classes have been held, whether or not the enrollee was in attendance, will result in a pro rata tuition refund in conformity with the former policy of the Bureau for Private Postsecondary and Vocational Education, Education Code section 94834, and the State Bar of California's Guidelines for Unaccredited Law School Rules section 2.2(b). The same tuition refund policy applies to Summer Session and Summer Clinical Programs. Payment of fines that may have been assessed, returned check fees, cost processed to other businesses or agencies and similar transactions are prior obligations to the school and therefore are not refundable.

The above refund policy also applies to students dismissed for cause.

### ***Books and Materials***

After purchase, books and other materials are the property of the student. McMillan Academy of Law makes no refunds for these items.

## **STUDENT TUITION RECOVERY FUND**

The Student Tuition Recovery Fund (STRF) was established by the legislature to protect any California resident who attends a private post-secondary institution from losing money if he or she prepaid tuition and suffered a financial loss as a result of the school's closing, failure to live up to its enrollment agreement, or refusal to pay a court judgment. The assessment fee, set by statute is presently \$2.50 per \$1000 of tuition paid.

To be eligible, a student must be a "California resident" and reside in California at the time the Enrollment Application is signed. Students who are temporarily residing in California for the sole purpose of pursuing an education, specifically those who hold student visas, are not considered to be "California residents."

To qualify for STRF reimbursement, a student must file a STRF application within one year of receiving notice from the Bureau that the school is closed. If a student does not receive notice from the Bureau, the student has four years from the date of closure to file the STRF application. If a judgment is obtained, a student must file a STRF application within two years of the final

judgment. It is important that students keep copies of the Enrollment Application, fee schedules and receipts of all monies paid to McMillan Academy of Law. Questions regarding STRF may be directed to The Bureau for Private Postsecondary and Vocational Education, 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834, (916) 574-7720. Any questions regarding other financial transactions between the institution and the student may be directed to the Director for Educational Standards, Office of Admissions, The State Bar of California, 180 Howard Street, San Francisco, CA 94105-1639.

### **GUIDELINES FOR UNACCREDITED LAW SCHOOL RULES DISCLOSURE (PLEASE READ)**

The Committee of Bar Examiners of The State Bar of California requires McMillan Academy of Law to make this disclosure according to Guideline 2.3(D) of the *Guidelines for Unaccredited Law School Rules*:

The method of instruction at this law school for the Juris Doctor (J.D.) degree program is principally in physical classroom facilities.

Students enrolled in the J.D. degree program at this law school who successfully complete the first year of law study must pass the First-Year Law Students' Examination required by Business and Professions Code § 6060(h) and Rule VIII of the *Rules Regulating Admission to Practice Law in California* as part of the requirements to qualify to take the California Bar Examination. A student who passes the First-Year Law Students' Examination within three (3) administrations of the examination after first becoming eligible to take it will receive credit for all legal studies completed to the time the examination is passed. A student who does not pass the examination within three (3) administrations of the examination after first becoming eligible to take it must be promptly disqualified from the law school's J.D. degree program. If the dismissed student subsequently passes the examination, the student is eligible for re-enrollment in this law school's J.D. degree program, but will receive credit for only one year of legal study.

Completion of a professional law degree program at this law school other than for the Juris Doctor degree does not qualify a student to take the California Bar Examination or to satisfy the requirements for admission to practice law in California.

Study at, or graduation from, this law school may not qualify a student to take the bar examination or to satisfy the requirements for admission to practice in jurisdictions other than California. A student intending to seek admission to practice law in a jurisdiction other than California should contact the admitting authority in that jurisdiction for information regarding the legal education requirements in that jurisdiction for admission to the practice of law.

Prospective students are further advised to review the disclosure statement the Academy provides according to Rule 4.241 the Unaccredited Law School Rules. A current disclosure statement is provided online at this [link](http://www.maol.info/current_maol_rule_4241_disclosure_statement.html) or at:

[http://www.maol.info/current\\_maol\\_rule\\_4241\\_disclosure\\_statement.html](http://www.maol.info/current_maol_rule_4241_disclosure_statement.html)

This contract is a legally binding instrument when signed by the student and accepted by McMillan Academy of Law.

McMillan Academy of Law has met all disclosure requirements.

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*Scott A. McMillan, Dean*

NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT 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 HEREUNDER.

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.

FURTHER, I AGREE TO PAY \$ 1585.00, WHICH REPRESENTS THE COST OF 6 CREDIT HOURS OF TUITION (FIRST SEMESTER, FIRST YEAR) AND FEES, INCLUDING THE REGISTRATION FEE AND APPLICATION FEE, THAT I CURRENTLY OWE TO MCMILLAN ACADEMY OF LAW.

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Student's printed name

\_\_\_\_\_  
Student's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Registrar's signature

\_\_\_\_\_  
Date received