

Monterey College of Law
100 Col. Durham Street
Seaside, CA 93955
(831) 582-4000

Student Enrollment Agreement

Prior to beginning classes, all students must read and agree to this Student Enrollment Agreement (the "Agreement"). The Agreement contains the terms and conditions of the contract under which the student enrolls and participates in programs for educational services at Monterey College of Law (the "Law School"), whether enrolled at the main campus of Monterey College of Law ("MCL"), San Luis Obispo College of Law ("SLOCL"), Kern County College of Law ("KCCL"), Empire College of Law ("ECL"), the Hybrid Program ("HJD") or in another affiliated school or program. Among other terms, the Agreement establishes that registration creates a financial obligation for specified tuition and fees, contingent only upon Law School policies regarding withdrawal, refund, and non-payment. Students should read all school policies and this agreement and its incorporated rules and policies carefully before signing, and direct questions regarding the agreement to the Business Office at finance@montereylaw.edu.

Enrollment and Financial Responsibility

I understand and agree that registration for a course or courses, an academic year or semester, or other activities, at MCL, SLOCL, ECL, KCCL, and/or HJD constitutes an agreement to abide by all terms and conditions of this Agreement and all rules and policies of the Law School, which are incorporated herein and they may be modified from time to time, and I authorize the Law School to charge me tuition, fees, other designated charges, and any additional costs or expenses that I have authorized to be posted to my account. I understand and agree that regardless of any expected reliance by me on any third-party resources, including financial aid, employer reimbursements, scholarships, or any other external resource, I am personally responsible for paying any and all balances due to the Law School in a timely manner. This financial responsibility survives termination or expiration of the Agreement and constitutes a continuing enforceable contract obligating me to pay all outstanding balances due to the Law School, even balances remaining after completing my degree or leaving the Law School for any reason (withdrawal, dismissal, expulsion, etc.).

Accreditation by the Committee of Bar Examiners of the State Bar of California

Monterey College of Law is accredited by the Committee of Bar Examiners of the State Bar of California (CBE). By signing this Agreement, I acknowledge that I have read and understand the following disclosure required by the CBE, and the additional disclosures provided on the Law School website and during the application and admissions process: Study at, or graduation from, this law school may not qualify a student to take the bar examination or be admitted to practice law in jurisdictions other than California. A student who intends to seek admission to practice law outside of California should contact the admitting authority in that jurisdiction for information regarding its education and admission requirements.

Accreditation by the WASC Senior College and University Commission (WSCUC)

Monterey College of Law is accredited by the WASC Senior College and University Commission (WSCUC), 1080 Marina Village Parkway, Suite 500, Alameda, CA 94501, 510.748.9001. The effective date of Initial Accreditation by WSCUC was May 10, 2025. Questions about accreditation may be directed to the institution or to WSCUC at <https://www.wscuc.org/contact> or 510.748.9001.

Term

This Agreement, and any subsequent modifications, constitute a continuing agreement regarding the terms and conditions of my contract with the Law School, effective for enrollment for the academic year **2026-2027** and subsequent years unless replaced, modified, or terminated.

Tuition and Fees

During the annual registration period, the Law School enrolls students in required courses for Fall, Spring, and Summer semesters for each academic year or during other designated registration periods as the Law School determines. Students may add elective classes during the summer elective registration period and may apply for clinical classes during the clinical application period. I understand that adding or dropping classes or clinics may change the total annual tuition due to the Law School or the tuition calculation method.

I agree to pay the Law School the tuition, fees, and other charges applied to my account as consideration for enrolling and participating in the Law School academic programs.

Annual tuition is the total tuition due for the academic year, which includes the Fall, Spring, and Summer semesters. Annual tuition is calculated by one of two methods, and may change as circumstances change:

- Students who register for 12 or more units during the academic year that includes the Fall, Spring, and Summer semesters owe the annual flat-tuition rate. Students who enroll in a flat-tuition rate for 12 units or more during an academic year are responsible for the full annual flat-tuition amount provided on the applicable Tuition and Fees Schedule, unless, owing to an approved reduction in course load, their registration for the academic year drops below 12 units.
- Students who register for fewer than 12 units in an academic year, or owing to an approved reduction in course load, have a registration for the academic year that drops below 12 units, owe tuition calculated on a "per unit" basis, at the applicable per unit rate. Students owing tuition on a per-unit rate who add or drop a class will see their student account balance change. When a student's student account balance changes, their monthly (TIP), semester, or annual tuition amounts may change, which can represent a significant increase or decrease in costs and payments.

Total tuition due for the program is the sum of tuition for all academic years and/or semesters of enrollment.

“Fees” include, but are not limited to, the application fee, the reservation fee, the annual Consolidated Student Fee, individual course fees (including materials and other fees), graduation fees, and fees for late registration, late payments, add/drop, 3rd party deferred tuition, makeup exams, and event participation. Fees are subject to change at any time. Auditors and visitors may be required to pay additional or different fees, which are also subject to change at any time. A list of tuition rates and fees can be found in the Tuition and Fees section of the Student Handbook and on Law School websites. Students owing annual tuition based on either the flat-tuition rate or the per-unit rate pay the annual Consolidated Student Fee, which is separate from tuition and varies from year to year. Other fees may also apply. Fees for the academic year are the sum of the fees due for that year’s enrollment, including any fees applicable in each semester (Fall, Spring, and Summer) of enrollment. Total fees due are the sum of fees for all academic years and semesters of enrollment.

Fees are part of the students’ financial responsibility and are not prorated or refundable under any circumstances.

Authorization

I authorize the Law School and its respective agents and contractors to contact me regarding my student account using the contact information I have provided the Law School, which I agree to keep up to date, both during and after enrollment. This authorization may not be withdrawn except as provided by law.

Nonattendance is not withdrawal and does not qualify a student for any refund. Students who need to take a leave of absence must apply for and be approved for leave before it can take effect. Students whose admission is rescinded or whose enrollment is canceled by the Law School remain responsible for all charges incurred through the date of the rescission or cancellation. For additional details, see the Withdrawal from Courses, Withdrawal from Law School, Rescission of Admission, Tuition Credit Policy, Leave of Absence, and other sections of the Student Handbook.

Withdrawal, Cancellation, and Refunds

I agree that course registration creates a financial obligation to the Law School, regardless of attendance and participation, completion, GPA, passing, withdrawal, failure, or any dispute of any kind, no matter how presented or styled. The tuition refund policy is only effective upon receipt of an official Withdrawal Notice form completed by the student and completion of the other steps of the Law School’s withdrawal process. If the student completes all steps of the Law School’s withdrawal process in a timely manner, the date of withdrawal is the date the Law School receives the student’s completed official withdrawal notice form. If the student does not complete all steps of the Law School’s withdrawal process in a timely manner, the date of withdrawal is determined by an official of the school. The school’s determination of the date of withdrawal is final and not appealable.

Payment Options

Monterey College of Law accepts checks, credit cards, debit cards, or ACH payments.

Monterey College of Law does not accept cash payments for tuition or fees.

Students have five payment options. Students may:

1. Pay in installments by Semester Payments.
2. Pay on the Tuition Installment Plan (TIP). The TIP plan splits the total tuition and fees due into equal monthly payments. The TIP payment plan includes a 5% fee calculated on the total cost for each academic year. Students on the TIP payment plan will make monthly payments due by the 10th of each month.
3. Pay in Full by the Start of the Term.
4. Secure a Sallie Mae Loan <https://www.salliemae.com/student-loans/graduate-student-loans/law-school-loan/>
5. Pay by private loan, government or employer assistance, or other qualified program as approved.

Students will receive an invoice by email from the Business Office with their individual tuition rates after registration is complete. Students must select a payment option by replying to this email and indicating their payment plan selection. Students may change their payment plan or payment option by contacting the Business Office at (831) 582- 4000 ext. 1013 or email finance@montereylaw.edu.

Failure to Pay & Collections for Nonpayment

I agree that failure to pay in accordance with the payment option chosen will result in overdue, default, and/or delinquent status and consequent effects and limitations. Amounts not paid in full or not paid on the day required by this agreement, the invoice, or other payment arrangement, are overdue. Accounts with unpaid amounts overdue for 30 to 90 days are in default. Accounts with unpaid amounts overdue for more than 90 days are delinquent. Accounts overdue, in default, or delinquent are subject to collection and other consequences for non-payment.

Students with accounts in default or delinquency are not permitted continued access to school resources, procedures, and services, or to continue their studies until the default or delinquent amount is paid in full and the account is current, in addition to other remedies the Law School may wish to pursue for non-payment. I understand that if my account lapses into default or delinquent status, among other effects, I will not be allowed to register for future courses until my bill is paid. I also understand that it is the Law School's option to place in default or delinquent accounts with an outside collection agency if I don't make scheduled payments, and I agree to reimburse the Law School the fees of any collection agency, which may be based on a percentage of the debt, and all costs and expenses, including reasonable attorney's fees, that the Law School incurs in collection efforts regarding my account.

Course Materials, Technology, Software, and Services

I understand that tuition and fees do not include the cost of books, course and study materials, technology, software, tutoring, technology support, or other services, which are my responsibility. The Law School's good faith estimate of the cost of required study materials not included in tuition and fees is provided in the Disclosure of Consumer Information posted on The Law School website from time to time. I agree I am solely responsible for all expenses involved in accessing the school and program, including appropriate computer equipment, an Internet service provider, and related software.

Intellectual Property, Privacy, and Participation

Privacy is important to the Law School; however, students should be aware that the data created or stored on Law School resources becomes and remains the property of the Law School.

I agree that, to the maximum extent permitted by applicable law, all educational content, lessons, lectures, assignments, model answers, exams, answers, responses, and other material (to the extent developed, used, or submitted to participate in educational content offered by or through the Law School), and intellectual property of other type or format (IP) is and shall be the exclusive property of the Law School and may be edited, reproduced, published, modified, summarized, compiled and used in other ways. I agree not to use or disclose any IP for any purpose other than participation in the Law School's educational programs. I agree that my voice and/or image, including image backgrounds, may be broadcast and/or recorded by the Law School at any time I join or participate in courses, classes, activities, lectures, or other events at the Law School. I waive any and all present or future privacy, ownership, and compensation rights to the use of the above stated material(s) and grant the Law School the right to utilize and/or reproduce images, photographs, likenesses, and/or my voice in any manner consistent with its purposes and applicable law.

I agree that the Law School may disclose other information about me for legal or regulatory purposes, including but not limited to academic, disciplinary, enrollment, statistical, and demographic information, or if addressing my own statements or actions, without incurring liability of any kind, including in circumstances where my identity cannot be protected. I acknowledge and agree that my name and email address may be available to other students enrolled at the Law School. I agree not to use or disclose the name, contact information, or any other information about any other student (" Student Information") without such student's written consent. Misuse of Student Information is a form of academic misconduct. I understand that if the Law School determines that I have misused student Information of any other student, I may be subject to disciplinary action.

I recognize that the Law School, including all its affiliated physical and online campuses, are private educational institutions. I understand and agree that admission, enrollment, access to

campuses, classes, and facilities, and participation in education and other activities at the Law School are privileges granted at the Law School's discretion, subject to contractual agreements and policies contained in this Agreement and elsewhere. My speech and actions will at all times comply with this Agreement and the Law School's policies.

Required Dispute Resolution and Damages for Breach by the Student

I agree that any claim or dispute arising from my admission and/ or enrollment, no matter how sourced, styled, pleaded, or described, shall be resolved by binding arbitration conducted in San Jose, California, by ADR Services, Inc. under its then-current rules and in accord with this Agreement and the Law School's policies. If ADR Services, Inc. is not available, another third-party arbitrator or arbitration service will be engaged. The award rendered by the arbitrator may be entered in any court having jurisdiction. By signing below, I acknowledge and understand that, to the maximum extent permitted by applicable law, I am waiving my rights to civil litigation and a trial, including by jury. This provision does not prohibit me from filing a complaint with any appropriate state or federal agency.

I acknowledge and agree that my breach of this required dispute resolution agreement will cause the Law School substantial economic damages and losses due to irreparable and immediate reputational and other harm that the filing of a lawsuit would cause, whether or not the suit is later dropped or dismissed. I agree that nothing in this section is intended to limit the Law School's right to attorney's fees and costs, and to obtain injunctive and other relief. I agree that upon breach of this arbitration requirement, I will pay all costs and expenses, including reasonable attorney's fees, that the Law School incurs in collection efforts regarding my account or responding to my actions.

Transfer of Credit Limitations

Students seeking transfer credit from the Law School for prior law study are advised that such credit and a student's plan of study incorporating transfer credits is contingent upon the Law School's receipt of an evaluation by the State Bar of California and compliance with other policies. The Law School does not imply, promise, or guarantee the transferability of earned credits from or to any other institution. Acceptance of transfer of academic credits is solely determined by the receiving institution.

Program Changes Incorporated in Agreement

I agree that the Law School has the right, at its discretion, to make changes in the technology, program requirements and content, faculty members, course modality, materials, policies, procedures, handbooks, accreditation, registration, catalog, schedules, tuition, fees, and sequence of courses in the program at any time, and that these changes become part of this agreement upon the effective date specified by the Law School, or upon the date of next enrollment if a date is not specified.

Disclosure of Licensing Limitations

I acknowledge that: (i) practicing law in California requires that Enrollee fulfill all licensing requirements set forth by the State Bar of California, Committee of Bar Examiners, including, without limitation, a compliant legal education, a positive outcome on the moral character determination, passage of the First Year Law Students' Exam or exemption from that requirement, passage of the Multistate Professional Responsibility Exam, and passage of the General Bar Exam of the State of California; and (ii) Other states have different requirements, and may not accept the legal education from The Law School as compliant legal education for bar admissions purposes; and (iii) the Law School has not and will not make any promises regarding my ability to meet such licensing requirements in any state.

Students are advised that, "A positive moral character determination is a requirement for admission to the practice of law in California... Law students are encouraged to submit a moral character application no later than the beginning of their last year of law study. Moral Character Applicants should expect the review process to take a minimum of six to eight months, and it may take longer." Moral character determination is a complex process. The State Bar considers many aspects of the applicant's past and current situation. Students should carefully review the State Bar's guidance before applying. The moral character review process typically takes from 12 to 18 months. A moral character determination is valid for 5 years from issuance. The law school recommends beginning the moral character review process during the second semester of the second year or the first semester of the third year of law studies.

Admissions Integrity and Rescission

By applying for admission, applicants certify that all information submitted in connection with their application is complete, accurate, and their own work. The law school reserves the right to withdraw an offer of admission or rescind admission at any time, including after enrollment or degree conferral, if it determines that an applicant or student provided false, misleading, or incomplete information; failed to disclose requested information; failed to meet academic or other conditions of admission; or engaged in conduct prior to enrollment that reflects a serious lack of judgment or integrity.

The law school may require additional information and/or authorization for the release of information and may place a hold on enrollment, registration, or degree conferral while reviewing such matters. The law school also reserves the right, at any time and without limitation, to investigate the authenticity, accuracy, and authorship of materials submitted or statements made in connection with an application or enrollment. Before a final decision is made, the law school will generally provide notice of the concerns, an opportunity to respond, and will consider the submitted information. Nothing in this section limits the law school's authority to take immediate action where appropriate or creates rights beyond those required by applicable law.

Degrees are awarded based on successful completion of all program requirements in accordance with the law school's policies and procedures. The law school reserves the right to rescind a degree or honors designation, even after conferral, if requirements were not satisfied or were satisfied based on false or misleading information, and may withhold or delay the issuance of a degree pending review.

Grievance Procedures

Enrollee complaints and grievances may be directed to the Law School via the Monterey College of Law Grievance Procedure in the Student Handbook. Complaints and grievances may include misconduct, administrative issues, financial issues, grading, and any other concerns. Complaints and grievances will be addressed as set forth in the Monterey College of Law Grievance Procedure or related policies, and a decision will be made and communicated as described in that policy. The decision will be final and binding. I agree to comply with these procedures and decisions.

Applicable Law

I agree that this Agreement and the services and transactions it encompasses shall be governed by the laws of the State of California, without regard to conflicts of laws, and as such laws are applied in connection with agreements entered into and wholly performed upon in California by residents of California.

Warranty Disclaimer and Limited Liability Agreement

I AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THE LAW SCHOOL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED; AND (B) THE LAW SCHOOL WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO THE LAW SCHOOL BY THE STUDENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (II) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER OR NATURE, EVEN IF THE LAW SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION AND LIMITATIONS SET FORTH ABOVE, IN WHICH EVENT ONLY THOSE EXCLUSIONS AND LIMITATIONS SPECIFICALLY PROHIBITED BY LOCAL LAW WILL BE INAPPLICABLE. IN THAT EVENT, SUCH PROVISION OR PROVISIONS SHALL BE DEEMED SEVERED FROM THE REMAINDER OF THIS AGREEMENT AND REPLACED WITH A VALID AND ENFORCEABLE PROVISION AS SIMILAR IN INTENT AS REASONABLY POSSIBLE TO THE PROVISION SO SEVERED, AND SHALL NOT CAUSE THE INVALIDITY OR UNENFORCEABILITY OF THE REMAINDER OF THIS AGREEMENT.

Non-Waiver, and Effects of a Breach by the Student

I agree that, except as specifically provided in this Agreement, no failure or delay by any party to this Agreement in exercising any right, power, or privilege under this Agreement shall operate as a

waiver thereof; any actual waiver must be contained in a writing signed by the party against whom enforcement of such waiver is sought. Violation of program policies, procedures, standards, and requirements constitutes my breach of this agreement and may, at any time, result in loss of credit, involuntary dismissal from a course or program, discipline, or other effects. I understand that The Law School reserves all rights, including the right to cancel this agreement and my admission and enrollment at any time for my breach of this agreement.

Merger, Entire Agreement, and Effect of Findings of Invalidity of a Provision

I agree that this Agreement constitutes the entire agreement between The Law School and me, and no verbal statements or promises will be recognized or enforced. It incorporates by reference school policies, in the Student Handbook and elsewhere, as they may from time to time be added to or changed. In the event that any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of this Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

Acknowledgement and Agreement to a Contract that is Legal and Binding

I hereby acknowledge that I have read this Agreement and fully understand it. By signing below, I agree to admission and enrollment, and that (1) this Agreement is a valid, legally binding instrument, and that (2) I understand and agree to my rights and responsibilities and intend to be bound by this agreement and all its terms, including school policies, as they may from time to time be modified, as incorporated herein; (3) I understand The Law School's withdrawal, cancellation, and refund policies and agree to timely pay all outstanding balances that I may incur with The Law School at any time; (4) I have had adequate and reasonable opportunity to consult with an attorney of my choice regarding this Agreement and (5) I have read, understood, and consented to the Disclosures of Consumer Information posted on The Law School's website before executing this Agreement.

Student Name:

Student ID:

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