



Bureau for Private Postsecondary Education
 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833
 P.O. Box 980818, West Sacramento, CA 95798-0818
 P (916) 431-6959 F (916) 263-1897 www.bppe.ca.gov



NOTICE TO COMPLY – CU-1903511-1018 (Ed. Code §94935 & 5, CCR §75010)

Institution Name:	William Carey International University	Institution Telephone:	(626) 797-1200
Institution Code:	1903511	Administrator Name:	Tom Rutherford Registrar
Street Address:	1539 E Howard St Pasadena CA 91104	Date of Inspection:	October 18, 2018

Nature and Facts of the Violation(s), Including a Reference to the Statute or Regulation Violated, and Manner in Which the Institution Must Correct the Violation to Achieve Compliance:

Education Code, Code of Regulations	Subsection , Description, and Required Correction
CEC 94909 (a)(8)(A)	<p>94909(a)(8)(A) Minimum Requirements for School Catalog (a) Except as provided in subdivision (d), prior to enrollment, an institution shall provide a prospective student, either in writing or electronically, with a school catalog containing, at a minimum, <u>all of the following</u>: (8) A detailed description of institutional policies in the following areas (B) Cancellation, withdrawal, and refund policies, including an explanation that the student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. The text shall also include a description of the procedures that a student is required to follow to cancel the enrollment agreement or withdraw from the institution and obtain a refund consistent with the requirements of Article 13 (commencing with Section 94919).</p> <p><i>The cancellation, withdrawal, and refund policies in the catalog are not consistent with: CEC 94909 (above) and CEC 94920 (mandatory cancellation withdrawal and refund, as well as 5, CCR 71750, also reference 5,CCR 71716. Please update your policy. I noted changes need to made to the following pages: 40, 42, and 71, and any other areas disclosing this policy.</i></p>
5,CCR 71810 (b)(11)	<p>71810(b)(11) Catalog b) The catalog shall contain the information prescribed by Section 94909 of the Code and all of the following: (11) If the institution offers distance education, the approximate number of days that will elapse between the institution's receipt of student lessons, projects, or dissertations and the institution's mailing of its response or evaluation.</p>

Notice to Comply – CU-1903511-1018

Inspector's Initial:

LC

Administrator's Initial:

TR

	<p><i>Please update the catalog to include the required distance education information regarding the timeframes of receipt of student lessons and the response or evaluation of it as above. I was not able to locate this information in the catalog.</i></p>
<p>5, CCR 71810(b)(13)(A)(B)(C)</p>	<p>71810(b)(13)(A)(B)(C) Catalog b) The catalog shall contain the information prescribed by Section 94909 of the Code and all of the following: (13) Housing information including all of the following: (A) Whether the institution has dormitory facilities under its control; (B) The availability of housing located reasonably near the institution's facilities and an estimation of the approximate cost or range of cost of the housing; and (C) If the institution has no responsibility to find or assist a student in finding housing, a clear and conspicuous statement so indicating. A statement that the program is "non-residential" does not satisfy this subparagraph.</p> <p><i>Please revise the catalog to include the housing information for (A)(B)(C). Even though your institution is online this is still a requirement. There may be a student interested in moving into the area of the institution. Page 20</i></p>
<p>5, CCR 71800(c)</p>	<p>71800(c) Enrollment Agreement. In addition to the requirements of section 94911 of the Code, an institution shall provide to each student an enrollment agreement that contains at the least the following information: (c) Program start date and scheduled completion date.</p> <p><i>Please include the program start date and scheduled completion date. If it is the same as the time covered by the enrollment agreement please add a statement indicating that it is the same.</i></p>
<p>5, CCR 71800(e)(1-12)</p>	<p>71800(e)(1-12) Enrollment Agreement (e) Itemization of all institutional charges and fees including, as applicable: (1) Tuition; (2) Registration fee (non-refundable); (3) Equipment; (4) Lab supplies or kits; (5) Textbooks, or other learning media; (6) Uniforms or other special protective clothing; (7) in-resident housing; (8) Tutoring; (9) Assessment fees for transfer of credits; (10) Fees to transfer credits; (11) Student Tuition Recovery Fund fee (non-refundable); (12) Any other institutional charge or fee.</p> <p><i>Please include the Student Tuition Recovery Fund fee in the itemized list and identify it as nonrefundable. (\$0.00 per \$1000.00)</i></p>

Notice to Comply – CU-1903511-1018

Inspector's Initial: *LC*

Administrator's Initial: *TR*

<p>CEC 94911(c)</p>	<p>94911(c) Minimum Requirements for Enrollment Agreements An enrollment agreement shall include, at a minimum, all of the following: (c) In underlined capital letters on the same page of the enrollment agreement in which the student’s signature is required, the total charges for the current period of attendance, the estimated total charges for the entire educational program, and the total charges the student is obligated to pay upon enrollment.</p> <p>Please list the following amounts as required, and in the required format on the same page in which the student’s signature is required: <u>TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:</u> <u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:</u> <u>TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:</u></p>
<p>5,CCR 76215(a)</p>	<p>76215(a) Student Tuition Recovery Fund Disclosures (a) A qualifying institution shall include the following statement on both its enrollment agreement and school catalog: “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.”</p> <p><i>Please replace the STRF disclosure with the most current version, the language was updated in September of 2017. (page 3)</i></p>
<p>CEC 94911(e)(1)</p>	<p>94911(e)(1) Minimum Requirements for Enrollment Agreements An enrollment agreement shall include, at a minimum, all of the following: (e) (1) A disclosure with a clear and conspicuous caption, “STUDENT’S RIGHT TO CANCEL,” under which it is explained that the student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first-class session, or the seventh day after enrollment, whichever is later.</p> <p><i>Please include the correct verbiage in the Student’s right to cancel per CEC 94911(e)(1)</i></p>
<p>CEC 94911(j)(1)</p>	<p>94911(j)(1) Minimum Requirements for Enrollment Agreements An enrollment agreement shall include, at a minimum, all of the following: (j) The following statements: (1) “Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at (address), Sacramento, CA (ZIP Code), (Internet Web site address), (telephone and fax numbers).”</p>

Notice to Comply – CU-1903511-1018

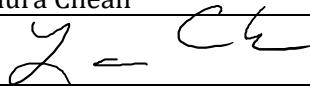
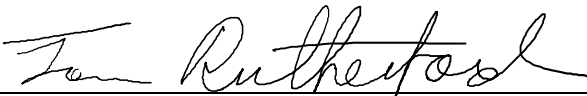
Inspector’s Initial: *AC*

Administrator’s Initial: *TR*

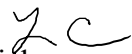

	<p>Please correct the BPPE website address: www.BPPE.ca.gov (page 4)</p>
<p>CEC 94911 (i)(1)(2)</p>	<p>94911(i)(1)(2) Minimum Requirements for Enrollment Agreements</p> <p>(i) (1) The following statement: “Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.”</p> <p>(2) Immediately following the statement required by paragraph (1), a line for the student to initial, including the following statement: “I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.”</p> <p><i>The statements have been included in the enrollment agreement however the line for the student’s initial needs to be moved up so that it immediately follows paragraph (1).</i></p>
<p>CEC 94911(d)</p>	<p>94911(d) Minimum Requirements for Enrollment Agreements</p> <p>An enrollment agreement shall include, at a minimum, all of the following:</p> <p>(d) A clear and conspicuous statement that the enrollment agreement is legally binding when signed by the student and accepted by the institution.</p> <p><i>Please include the above statement in it’s entirety, it is partially there but needs to include, when signed by the student and accepted by the institution. (page 4)</i></p>
<p>5, CCR 71716 (a)(b)(c)(d)</p>	<p>5, CCR 71716(a)(b)(c)(d) Distance Educational Programs – Specific Provisions for Instruction Not in Real Time.</p> <p>(a) An institution offering a distance educational program where the instruction is not offered in real time shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.</p> <p>(b) The student shall have the right to cancel the agreement and receive a full refund pursuant to section 71750 before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student’s return of the materials.</p>

	<p>(c)(1) An institution shall transmit all of the lessons and other materials to the student if the student: (A) has fully paid for the educational program; and (B) after having received the first lesson and initial materials, requests in writing that all of the material be sent.</p> <p>(2) If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, such as responses to student inquiries, student and faculty interaction, and evaluation and comment on lessons submitted by the student, but shall not be obligated to pay any refund after all of the lessons and material are transmitted.</p> <p>(d) The enrollment agreement shall disclose the institution's and student's rights and duties under this section.</p> <p><i>Above is the required special provisions for institutions offering distance education. I noticed inconsistencies and or missing statements in your policies, one being the manner in which cancellation is accepted, it must be in writing as per the above regulation.</i></p> <p><i>Please read the above regulation carefully and revise your policies so that they are consistent with the required regulation.</i></p> <p><i>Update the enrollment agreement and catalog with corrected policies in order to come into compliance.</i></p>
--	---

Only minor violations are listed on a Notice to Comply.

Inspector's Name	Laura Cheah
Inspector's Signature	
Institution Administrator Name/Title:	Tom Rutherford, Registrar
Institution Administrator's Signature:	

Education Code can be located at: http://www.bppe.ca.gov/lawsregs/ppe_act.shtml
Code of Regulations can be located at: <http://www.bppe.ca.gov/lawsregs/regs.shtml>

Notice to Comply – CU-1903511-1018
Inspector's Initial: 
Administrator's Initial: 

RETURN THIS FORM WITHIN THE SPECIFIED TIME FRAME WITH EITHER: 1) VERIFICATION OF COMPLIANCE OR 2) A NOTICE OF DISAGREEMENT

IMPORTANT COMPLIANCE NOTICE

California Education Code §94935 and California Code of Regulations §75010 provide that the Bureau for Private Postsecondary Education (Bureau) shall issue a Notice to Comply for minor violations detected during a compliance inspection by the Bureau.

By no later than 30 days from the date of the inspection, you must either: 1) Remedy the noncompliance item(s), sign the below declaration and submit this form to the Bureau, along with documentation describing how compliance was achieved; or 2) File with the Bureau a written notice of disagreement, specifying the minor violation(s) described in the Notice to Comply with which you disagree, and appealing it by requesting an informal office conference. If a written notice of disagreement is not timely filed with the Bureau, the right to appeal is deemed to have been waived.

Failure to timely remedy the noncompliance item(s) or file a written request for an informal office conference may result in the Bureau taking administrative enforcement action.

DECLARATION

Attached to this document is a list describing how compliance was achieved for each violation and supporting documentation. I declare under penalty of perjury that all violations identified in this Notice to Comply are corrected as described in the attachment.

Signature

Date

Print Name and Title

THIS DECLARATION OR A NOTICE OF DISAGREEMENT MUST BE SUBMITTED TO THE BUREAU BY