



## STUDENT INFORMATION

Name \_\_\_\_\_ SSN \_\_\_\_\_ Student Number \_\_\_\_\_

DOB \_\_\_\_\_ DL / ID # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ APT \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## EDUCATIONAL SERVICE

Campus \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Program/Course \_\_\_\_\_ Program Code \_\_\_\_\_

Session \_\_\_\_\_ Number of Credit Hours \_\_\_\_\_ Approx. Number of Weeks \_\_\_\_\_

Start Date \_\_\_\_\_ Anticipated Completion Date \_\_\_\_\_

Anticipated Outcome:

## TUITION AND FEES

Registration* _____	<b><u>ESTIMATED CHARGES FOR THE ENTIRE PROGRAM :</u></b> _____	
<b>Tuition</b>	<b>Books*</b>	<b><u>TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE :</u></b> _____
AY1 _____	_____	_____
AY2 _____	_____	<b><u>TOTAL CHARGES DUE UPON ENROLLMENT :</u></b> _____
AY3 _____	_____	_____
Supplies/Equip* _____	Student Tuition Recovery Fund Fee (STRF)* _____	

*\*Registration, Books, Supplies/Equipment and STRF Fees are non-refundable*

Any student who is under the age of 18 is required to have a parent or legal guardian co-sign as guarantor of this agreement. By doing so, the guarantor acknowledges and agrees that he or she is responsible and may be held liable for all fees and charges incurred by the student pursuant to this enrollment agreement.

All SJVC enrollment documents are available only in English. You have the right to retain an interpreter at your own cost to obtain a clear explanation of the terms and conditions of the Enrollment Agreement, School Performance Fact Sheet and related documents in your primary language.

I understand that this is a legally binding contract. 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. I acknowledge that no representations other than those written in the School Performance Fact Sheet, Enrollment Agreement, Programmatic Enrollment Disclosure, and College Catalog have been made to me.

STUDENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

GUARANTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COLLEGE ACCEPTANCE: \_\_\_\_\_ DATE \_\_\_\_\_

**THIS ENROLLMENT AGREEMENT IS LEGALLY BINDING WHEN SIGNED BY YOU AND ACCEPTED BY THE COLLEGE.**

## STUDENT'S RIGHT TO CANCEL

New students have 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.

Cancellation shall occur when the student gives written notice of cancellation at the address of the College shown on top of the front page of the enrollment agreement. Students can submit this written notice by mail, hand delivery, or email. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the enrollment agreement.

If the student cancels the enrollment agreement, the College will not charge institutional charges; however, the College retains the nonrefundable registration fee and may charge for equipment not returned in a timely manner in good condition.

Cancellation of this agreement can occur up to \_\_\_\_\_ Initials

## ADMISSION REQUIREMENTS

The student must meet all admission requirements prior to New Student Orientation. This includes providing required high school completion records. Failure to do so will disqualify the student from starting attendance at the College and cancel this enrollment agreement. The student will not be responsible for any institutional charges; however, the College retains the nonrefundable registration fee and may charge for equipment not returned in a timely manner in good condition.

\_\_\_\_\_ Initials

## WITHDRAWAL FROM THE PROGRAM

Students have the right to withdraw from a program of instruction at any time. For the purposes of determining the amount the student owes for the time attended, the student shall be deemed to have withdrawn from the program when any of the following occurs:

- a. Notify the College of withdrawal or the actual date of withdrawal; or
- b. The College terminates the enrollment; or
- c. Student fails to attend any classes for fourteen (14) consecutive calendar days.

If the student withdraws from the program after the period allowed for cancellation of the agreement and has completed less than 60 percent of the period of attendance, the College will calculate whether a refund is due, and if so, remit a refund within 45 days following the withdrawal.

Students who intend to withdraw from school should provide official notification to the Dean of Student Services, Registrar, or Campus Director at the campus you attend. Students may provide official notification by letter, phone, e-mail or in person, but are strongly encouraged to provide written notice. The institution will perform the Return to Title IV refund calculation and the institutional refund calculation upon receipt of notification. The withdrawal date used to determine the amount of tuition owed or refund due will be the date of official notice or the last documented date of attendance, whichever is later.

\_\_\_\_\_ Initials

## EDUCATIONAL LOANS

If an Applicant obtains a loan to pay for an educational program, the Applicant will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. If the Applicant is eligible for a loan guaranteed by the federal or state government and the Applicant defaults on the loan, both of the following may occur:

- (1) The federal or state government or a loan guarantee agency may take action against the Applicant, including applying any income tax refund to which the Applicant is entitled to reduce the balance owed on the loan.
- (2) The Applicant may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

\_\_\_\_\_ Initials

## COLLEGE CATALOG/SCHOOL PERFORMANCE FACT SHEET

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.

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.

\_\_\_\_\_ Initials

## INSTITUTIONAL ACCREDITATION

San Joaquin Valley College is regionally accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges (WASC ), an institutional accrediting body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

\_\_\_\_\_ Initials

## BUREAU OF PRIVATE POSTSECONDARY EDUCATION

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 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, [www.bppe.ca.gov](http://www.bppe.ca.gov), toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

(2) A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet web site [www.bppe.ca.gov](http://www.bppe.ca.gov).

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## STUDENT TUITION RECOVERY FUND (STRF)

You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all of part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

\_\_\_\_\_ Initials

## NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at SJVC is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the credential you earn in this educational program is also at the complete discretion of the institution to which you may seek to transfer. If the credits, certificate or degree that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending SJVC to determine if your credits, certificate or degree will transfer.

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## GRADUATION DATES/SCHEDULES

Individual student schedules vary based on program requirements and course availability. Failure to successfully complete the scheduled course load and required credits may result in an extended program length. Credit for prior academic or general studies course work must be accepted for transfer to SJVC at the time of registration for the applicable academic year.

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## GRADUATION REQUIREMENTS

SJVC reserves the right to change the requirements for graduation to keep pace with educational, technological, or similar developments. Changes may be applied to students already enrolled. For those cases, the college will specify an alternate plan of study, which must be completed in lieu of the original requirements.

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## PROGRAM REVISION AND CANCELLATION

A program can be canceled up to five (5) calendar days after the program start date. The College reserves the right to schedule subjects in the order it deems necessary and to make appropriate and reasonable changes in curriculum. The College reserves the right to deliver instruction off-site in a facility within 25 miles of the home campus that meets the instructional needs of the program or course.

\_\_\_\_\_ Initials

## COURSE DELIVERY

All SJVC Courses include online content and resources. Some courses required for graduation may be delivered wholly online. SJVC will provide students with on-ground campus access to required technical resources for participation in online courses as needed.

\_\_\_\_\_ Initials

## STANDARDS OF CONDUCT

The applicant agrees to maintain College attendance, academic, and conduct standards as stated in the Catalog and Student Handbook, and as otherwise published by the College, now and in the future. It is understood that failure to maintain College standards may result in immediate termination at the option of the College, and the College will not be held responsible for the remaining portion of the program of instruction.

\_\_\_\_\_ Initials

## CAREER SERVICES

Placement assistance is provided to graduates. However, it is understood that the College does not and cannot promise or guarantee neither employment nor level of income or wage rate to any student or graduate.

\_\_\_\_\_ Initials

## AUTHORIZATIONS

The Applicant authorizes the College to request copies of the Applicant's high school and college transcripts. The Applicant authorizes the College to use personally submitted photographs and any other likeness (photo, video, electronic) in school publications and promotional materials.

\_\_\_\_\_ Initials

## CONTACT CONSENT

The College is hereby authorized without limitation to contact the applicant by phone, mobile phone, email and SMS text message. The applicant provides express written consent for the College to initiate contact by automatic telephone dialing system to any phone number provided in the student record, including cellular phones.

\_\_\_\_\_ Initials

## ARBITRATION

In the event that any dispute arising from or relating to this agreement cannot be settled by the parties, said dispute shall be resolved by binding arbitration administered by JAMS, the Resolution Experts ("JAMS") according to JAMS Comprehensive Arbitration Rules and Procedures (such rules may be found at <http://www.jamsadr.com/rules-comprehensive-arbitration/>), except that this arbitration agreement shall not include or be applicable to any disputes over curriculum choices made by the College, grades received by the Applicant, or the College's assessment and evaluation of the Applicant's academic performance. Disputes relating to the matters so excepted must, in the absence of a further agreement between the parties, be resolved in a court of competent jurisdiction. This agreement to arbitrate arises under the Federal Arbitration Act. The arbitrator shall determine whether a dispute is arbitrable. Additionally, the Applicant expressly understands and agrees that class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration. The Applicant accordingly understands and agrees that he/she shall only submit his or her own, individual claims in arbitration and will not seek to represent the interests of any other person. Subject to applicable law, the prevailing party in such arbitration shall be entitled to recover from the other its reasonable attorneys' fees and expenses incidental to such arbitration.

\_\_\_\_\_ Initials

## REFUND POLICY

If a student withdraws from school, two separate calculations will be performed. The first calculation is a required calculation for all Title IV recipients, and is called the Return to Title IV calculation. This step determines the amount of Title IV financial aid that the student is able to retain. In addition to the Return of Title IV requirements for federal financial aid recipients, the College is required by the State to calculate a prorated refund for all students who have completed less than 60 percent of their period of attendance, regardless of whether or not the student received Title IV funds. The federal formula for Return of Title IV funds may result in a larger refund than the state refund policy. In that case, the College and/or the student must return the sum resulting in the larger of the two calculations to the appropriate Title IV program. Therefore, the student may, after Title IV funds are returned, owe a balance to the College.

I have read and understood the following refund policies and calculations.

\_\_\_\_\_ Initials

### RETURN TO TITLE IV FUNDS CALCULATION (R2T4)

Federal regulations state that the amount of a Title IV refund is based on the percentage of Title IV funds earned by the student at the time of withdrawal. In order to determine whether Title IV funds must be returned, the College must calculate the following:

A. To determine the percentage of the enrollment period completed, the number of days\* attended in the enrollment period is divided by the total days\* in the enrollment period. (if VN, DA or AMT), the number of hours attended in the enrollment period is divided by the total hours in the enrollment period) \*Days = calendar days for purposes of this formula, and therefore include weekends and holidays. Only scheduled breaks of 5 days or more, and approved leave of absences are excluded.

B. The net amount of Title IV funds disbursed, and that could have been disbursed for the payment period is multiplied by the percentage of the payment period completed. The result is the amount of earned Title IV aid.

- C. The earned aid is subtracted from the aid that was actually disbursed to, or on behalf of the student.
- D. The College will return the lesser of the total earned aid or the unearned institutional charges for the payment period.
- E. Unearned aid is allocated back to the Title IV programs in the following order as specified by law:
1. Unsubsidized Stafford Loan Program
  2. Subsidized Stafford Loan Program
  3. Stafford PLUS Program
- If excess funds remain after repaying all outstanding loan amounts, the remaining excess shall be credited in the following order:
4. Federal Pell Grant Program
  5. Other assistance awarded under this title for which return of funds is required

**Note:** After the College has allocated the unearned aid, any amount owed by the student to a grant program is reduced by 50 percent. Unearned loan funds received by the student are paid back as per the terms of the borrower's promissory note.

If a student obtains a loan to pay for the course of instruction, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If the student is eligible for a loan guaranteed or insured by the state or federal government and the student defaults on the loan:

- The federal or state government or the loan guarantee agency can take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan; and
- The student may not be eligible for any other federal financial assistance for education at a different school or for government housing assistance until the loan is repaid.

**Example:** A student completed 35 days in an enrollment period of 210 days. Dividing 35 by 210 would result in the decimal fraction .166, converted to 16.6% by multiplying by 100. The student completed 16.6% of the enrollment period. The student may keep only 16.6% of the Title IV financial aid posted or that could have posted to his/her account. If the College could have received \$10,000, only \$1,660 may be kept, with the difference returned to the financial aid sources. If the student is eligible for more funding than was disbursed, the College will provide written notification and instructions for receiving a post-withdrawal disbursement.

#### INSTITUTIONAL / CALIFORNIA STATE REFUND CALCULATION

The Institutional/California state refund policy shall be a pro rata refund of moneys paid for institutional charges for students who have completed 60 percent or less of the period of attendance. The pro rata refund shall be no less than the total amount owed by the student for the portion of the educational program provided, subtracted from the amount paid by the student. The amount owed equals the daily charge for the program (total institutional charge, divided by the number of days or hours in the program), multiplied by the number of days student attended, or was scheduled to attend, prior to withdrawal.

All amounts that the student has paid shall be subject to refund unless the enrollment agreement and the refund policy outlined in the catalog specify amounts paid for an application fee or deposit not more than \$250.00, books, supplies, or equipment, and specify whether and under what circumstances those amounts are non-refundable. If any portion of those charges was paid from the proceeds of a nonfederal loan, then the refund will be sent to the lender or to the agency that guaranteed the loan. All other monies shall be returned to the student.

**Online  
Student Enrollment  
Agreement**



STUDENT INFORMATION

Name SSN Student Number
DOB DL / ID # Phone
Address APT
City State ZIP

EDUCATIONAL SERVICE

Campus Address
City State ZIP
Program/Course Program Code
Session Number of Approx. Number of Weeks
Start Date Anticipated Completion Date

Anticipated Outcome:

TUITION AND FEES

Table with columns for Tuition and Books\* for AY1, AY2, AY3, and Supplies/Equip\*. Includes a summary box for ESTIMATED CHARGES FOR THE ENTIRE PROGRAM, TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE, and TOTAL CHARGES DUE UPON ENROLLMENT. Includes a note: \*Registration, Books, Supplies/Equipment and STRF Fees are non-refundable.

Any student who is under the age of 18 is required to have a parent or legal guardian co-sign as guarantor of this agreement. By doing so, the guarantor acknowledges and agrees that he or she is responsible and may be held liable for all fees and charges incurred by the student pursuant to this enrollment agreement.

All SJVC enrollment documents are available only in English. You have the right to retain an interpreter at your own cost to obtain a clear explanation of the terms and conditions of the Enrollment Agreement, School Performance Fact Sheet and related documents in your primary language.

I understand that this is a legally binding contract. 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. I acknowledge that no representations other than those written in the School Performance Fact Sheet, Enrollment Agreement, Programmatic Enrollment Disclosure, and College Catalog have been made to me.

STUDENT SIGNATURE DATE
GUARANTOR SIGNATURE DATE
COLLEGE ACCEPTANCE: DATE

THIS ENROLLMENT AGREEMENT IS LEGALLY BINDING WHEN SIGNED BY YOU AND ACCEPTED BY THE COLLEGE.



## STUDENT'S RIGHT TO CANCEL

This institution offers distance educational programs where the instruction is not offered in real time. The College shall transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.

The student has the right to cancel the agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date the written notice of cancellation is sent to the Visalia campus address on the top of the front page of this contract. 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.

Cancellation must occur prior to the receipt of the first lesson and materials, which will occur within seven days after the institution accepts the student for admission.

This 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. If the 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 materials are transmitted.

\_\_\_\_\_ Initials

## ADMISSION REQUIREMENTS

The student must meet all admission requirements prior to New Student Orientation. This includes providing required high school completion records. Failure to do so will disqualify the student from starting attendance at the College and cancel this enrollment agreement. The student will not be responsible for any institutional charges; however, the College retains the nonrefundable registration fee and may charge for equipment not returned in a timely manner in good condition.

\_\_\_\_\_ Initials

## WITHDRAWAL FROM THE PROGRAM

Students have the right to withdraw from a program of instruction at any time. For the purposes of determining the amount the student owes for the time attended, the student shall be deemed to have withdrawn from the program when any of the following occurs:

- a. Notify the College of withdrawal or the actual date of withdrawal; or
- b. The College terminates the enrollment; or
- c. Student fails to attend any classes for fourteen (14) consecutive calendar days.

If the student withdraws from the program after the period allowed for cancellation of the agreement and has completed less than 60 percent of the period of attendance, the College will calculate whether a refund is due, and if so, remit a refund within 45 days following the withdrawal.

Students who intend to withdraw from school should provide official notification to the Dean of Student Services, Registrar, or Campus Director at the campus you attend. Students may provide official notification by letter, phone, e-mail or in person, but are strongly encouraged to provide written notice. The institution will perform the Return to Title IV refund calculation and the institutional refund calculation upon receipt of notification. The withdrawal date used to determine the amount of tuition owed or refund due will be the date of official notice or the last documented date of attendance, whichever is later.

\_\_\_\_\_ Initials

## EDUCATIONAL LOANS

If an Applicant obtains a loan to pay for an educational program, the Applicant will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. If the Applicant is eligible for a loan guaranteed by the federal or state government and the Applicant defaults on the loan, both of the following may occur:

- (1) The federal or state government or a loan guarantee agency may take action against the Applicant, including applying any income tax refund to which the Applicant is entitled to reduce the balance owed on the loan.
- (2) The Applicant may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

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## COLLEGE CATALOG/SCHOOL PERFORMANCE FACT SHEET

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.

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.

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## INSTITUTIONAL ACCREDITATION

San Joaquin Valley College is regionally accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges (WASC), an institutional accrediting body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

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2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other cost.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

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## **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION**

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\_\_\_\_\_ Initials

## ARBITRATION

In the event that any dispute arising from or relating to this agreement cannot be settled by the parties, said dispute shall be resolved by binding arbitration administered by JAMS, the Resolution Experts ("JAMS") according to JAMS Comprehensive Arbitration Rules and Procedures (such rules may be found at <http://www.jamsadr.com/rules-comprehensive-arbitration/>), except that this arbitration agreement shall not include or be applicable to any disputes over curriculum choices made by the College, grades received by the Applicant, or the College's assessment and evaluation of the Applicant's academic performance. Disputes relating to the matters so excepted must, in the absence of a further agreement between the parties, be resolved in a court of competent jurisdiction. This agreement to arbitrate arises under the Federal Arbitration Act. The arbitrator shall determine whether a dispute is arbitrable. Additionally, the Applicant expressly understands and agrees that class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration. The Applicant accordingly understands and agrees that he/she shall only submit his or her own, individual claims in arbitration and will not seek to represent the interests of any other person. Subject to applicable law, the prevailing party in such arbitration shall be entitled to recover from the other its reasonable attorneys' fees and expenses incidental to such arbitration.

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## REFUND POLICY

If a student withdraws from school, two separate calculations will be performed. The first calculation is a required calculation for all Title IV recipients, and is called the Return to Title IV calculation. This step determines the amount of Title IV financial aid that the student is able to retain. In addition to the Return of Title IV requirements for federal financial aid recipients, the College is required by the State to calculate a prorated refund for all students who have completed less than 60 percent of their period of attendance, regardless of whether or not the student received Title IV funds. The federal formula for Return of Title IV funds may result in a larger refund than the state refund policy. In that case, the College and/or the student must return the sum resulting in the larger of the two calculations to the appropriate Title IV program. Therefore, the student may, after Title IV funds are returned, owe a balance to the College.

I have read and understood the following refund policies and calculations.

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### RETURN TO TITLE IV FUNDS CALCULATION (R2T4)

Federal regulations state that the amount of a Title IV refund is based on the percentage of Title IV funds earned by the student at the time of withdrawal. In order to determine whether Title IV funds must be returned, the College must calculate the following:

- A. To determine the percentage of the enrollment period completed, the number of days\* attended in the enrollment period is divided by the total days\* in the enrollment period. (if VN, DA or AMT), the number of hours attended in the enrollment period is divided by the total hours in the enrollment period) \*Days = calendar days for purposes of this formula, and therefore include weekends and holidays. Only scheduled breaks of 5 days or more, and approved leave of absences are excluded.
- B. The net amount of Title IV funds disbursed, and that could have been disbursed for the payment period is multiplied by the percentage of the payment period completed. The result is the amount of earned Title IV aid.
- C. The earned aid is subtracted from the aid that was actually disbursed to, or on behalf of the student.
- D. The College will return the lesser of the total earned aid or the unearned institutional charges for the payment period.
- E. Unearned aid is allocated back to the Title IV programs in the following order as specified by law:
  1. Unsubsidized Stafford Loan Program
  2. Subsidized Stafford Loan Program
  3. Stafford PLUS ProgramIf excess funds remain after repaying all outstanding loan amounts, the remaining excess shall be credited in the following order:
  4. Federal Pell Grant Program
  5. Other assistance awarded under this title for which return of funds is required

**Note:** After the College has allocated the unearned aid, any amount owed by the student to a grant program is reduced by 50 percent. Unearned loan funds received by the student are paid back as per the terms of the borrower's promissory note.

If a student obtains a loan to pay for the course of instruction, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If the student is eligible for a loan guaranteed or insured by the state or federal government and the student defaults on the loan:

- The federal or state government or the loan guarantee agency can take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan; and
- The student may not be eligible for any other federal financial assistance for education at a different school or for government housing assistance until the loan is repaid.

**Example:** A student completed 35 days in an enrollment period of 210 days. Dividing 35 by 210 would result in the decimal fraction .166, converted to 16.6% by multiplying by 100. The student completed 16.6% of the enrollment period. The student may keep only 16.6% of the Title IV financial aid posted or that could have posted to his/her account. If the College could have received \$10,000, only \$1,660 may be kept, with the difference returned to the financial aid sources. If the student is eligible for more funding than was disbursed, the College will provide written notification and instructions for receiving a post-withdrawal disbursement.

#### INSTITUTIONAL / CALIFORNIA STATE REFUND CALCULATION

The Institutional/California state refund policy shall be a pro rata refund of moneys paid for institutional charges for students who have completed 60 percent or less of the period of attendance. The pro rata refund shall be no less than the total amount owed by the student for the portion of the educational program provided, subtracted from the amount paid by the student. The amount owed equals the daily charge for the program (total institutional charge, divided by the number of days or hours in the program), multiplied by the number of days student attended, or was scheduled to attend, prior to withdrawal.

For distance education students scheduled days is based on a five day week, which does not include Saturday or Sunday, or any defined holiday as enumerated in Section 6700 of the California Government Code. Specific holidays are published in the College catalog.

All amounts that the student has paid shall be subject to refund unless the enrollment agreement and the refund policy outlined in the catalog specify amounts paid for an application fee or deposit not more than \$250.00, books, supplies, or equipment, and specify whether and under what circumstances those amounts are non-refundable. If any portion of those charges was paid from the proceeds of a nonfederal loan, then the refund will be sent to the lender or to the agency that guaranteed the loan. All other monies shall be returned to the student.