

Arbitration

A condition of enrollment is the signing of an enrollment agreement by both the Student and a School administrator. The following provisions with respect to arbitration are part of the enrollment agreement. PLEASE READ THEM CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION AND YOUR RIGHT TO OPT OUT OF THEM.

You (the Student) and the School agree that any dispute arising out of or relating to this enrollment agreement, your enrollment or your attendance at the School, whether such dispute arises during or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be resolved by binding arbitration in the city and county in which the School is located. You (the Student) and the School each further agrees that this arbitration provision provides each party with its exclusive remedy for redress of any grievance or resolution of any dispute arising out of or relating to this Agreement (the Dispute), AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT, INCLUDING WITHOUT LIMITATION THE RIGHT TO TRIAL BY JURY, IT MIGHT HAVE TO SEEK REDRESS.

THE STUDENT AND THE SCHOOL ALSO AGREE THAT DISPUTES MAY ONLY BE BROUGHT IN THE STUDENT'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the Dispute.

If the Dispute is not resolved pursuant to the School's Dispute Resolution procedures as outlined in the School's catalog within 45 days from the date the Student submits a written complaint to the STVT-AAI Education Inc. Corporate Office, then the Dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (AAA) then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

1. The Federal Arbitration Act shall govern this arbitration agreement. The substantive law which will govern the interpretation of a student's Enrollment Agreement and related documents and the resolution of any Dispute will be the law of the state where the School is located.
2. Arbitration shall be the sole method of resolving all Disputes between the parties to this agreement.
3. The arbitrator shall have the authority to decide all questions of arbitrability.
4. Arbitration will take place before a single neutral arbitrator, chosen according to the AAA Commercial Rules, in the city in which the School attended by the Student is located.
5. The parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be reasonable and necessary.
6. The arbitration shall be conducted in the English language.

7. The arbitrator shall have the authority to grant interim remedies pursuant to the AAA's Optional Rules for Emergency Measures of Protection then in effect. The arbitrator shall have the authority to award monetary damages measured by the prevailing party's actual damages and may grant any non-monetary remedy or relief that the arbitrator deems just and equitable and within the scope of this agreement between the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
8. The arbitrator shall not have any authority to award punitive damages, treble damages, consequential or indirect damages, or other damages not measured by the prevailing party's actual damages.
9. The arbitrator also shall not have any authority to alter any grade issued to a student. The parties shall bear their own costs and expenses.
10. The parties also shall bear an equal share of the fees and costs of the arbitration, which include but are not limited to the fees and costs of the arbitrator, unless the parties agree otherwise. The Student is responsible for all other additional costs that the Student incurs in the arbitration including, but not limited to, attorney's fees or expert witness costs unless otherwise required of the School under applicable law.
11. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any such arbitration without the prior written consent of both parties.
12. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.
13. If the Student does not wish to be bound by these arbitration provisions, the Student must notify the School in writing within 30 days of the date that these arbitration provisions become effective. The Student may opt out by mail to the campus mailing address. The Student's written notification to the School must include the Student's name and address as well as a clear statement that the Student does not wish to resolve disputes with the School through arbitration.

Finally, the School cannot require the Student to participate in arbitration or any internal dispute resolution process offered by the School prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e); the School cannot, in any way, require the Student to limit, relinquish, or waive his or her ability to pursue filing a borrower defense claim, pursuant to § 685.206(e) at any time; and any arbitration required by this pre-dispute arbitration agreement tolls the limitations period for filing a borrower defense to repayment application pursuant to § 685.206(e)(6)(ii).