



CALIFORNIA UNIVERSITY
3350 Scott Blvd • Santa Clara, California 95054-3124 • USA
Phone 1 (408) 816-0970 • <https://www.ca-uc.org/> • Email: cu@dvef.us

Enrollment Agreement

Period Covered by Enrollment Agreement: (Date) _____ to (Date) _____

First Name _____ Middle Initial _____ Last _____

Address _____

City _____ State _____ Zip _____ Phone _____

_____ Email Address _____ Social Security Number _____

Program Start Date _____ Completion Date _____

The date by which the student must exercise his or her right to cancel or withdraw _____

This agreement is a legally binding instrument when signed by the student and accepted by the school, this does not guarantee my acceptance into this institution. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies, and (b) a program of study which details the courses needed to complete degree requirements. (For more detailed information on course descriptions and educational services, including all material facts concerning the school and the program or course of instruction which are likely to affect your decision to enroll, students may request an academic catalog. Students should contact their advisor for any questions relating to their program of study.) Immediately upon signing this agreement, you will be given a copy to retain for your records.

Program - The agreement is for the educational program: _____.

The instruction for this program will take place on the California University campus located at Da Vinci Education Foundation DBA California University, 3350 SCOTT BLVD BLDG 54, SANTA CLARA, CA 95054-3124. The program is also offered completely ONLINE by **DISTANCE LEARNING**, allowing students to complete classes from their own off-site locations by using the Internet to connect to our **DISTANCE LEARNING electronic classroom**. This program contains a total of **48 quarter credit hours** in length. Assuming full-time continuous enrollment and no transfer of credit my anticipated graduation date is **12 months** from the date of matriculation. I understand that transfer of credit, enrollment below full-time status and breaks in continuous enrollment will impact my anticipated graduation date. I understand my enrollment is subject to acceptance by the California University and my graduation date is subject to change depending on my timely completion of all program requirements.* I understand that I am required to meet the academic requirements of the

curriculum in place at the time I matriculate into this degree program unless there is an approved change to my program of study. Program requirements are contained in the CU University Academic Catalog or Catalog Addendum.

Fees and Charges

The student is responsible for the following fees and charges pertaining to the program’s required course of study completed during the designated enrollment period. Students will receive advance notice of any changes in fees/tuition. In general, students can expect approximately a five to seven percent (5-7%) increase in tuition per academic year. The following fees are estimates and are subject to change. Students will receive advance notification of any changes.

FEES:

Application Fee	\$75.00	Submitted with admissions application. (Non-Refundable)
Graduation Fee	\$100.00	A graduation fee is assessed to all degree-seeking students upon completion of their program of study and prior to the receipt of their diploma.
Registration Fee	\$75.00	\$75.00 per academic quarter. (Non-Refundable)

QUARTER TUITION OPTIONS:

Master of Business Administration or Master of Science in Computer Science

\$650.00 per credit hour = \$ 7,800.00 <i>Based on 12 credit hours per quarter</i>	\$650.00 per credit hour = \$ 5,200.00 <i>Based on minimum enrollment of 8 credit hours per quarter</i>
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TOTAL CHARGES: Fees + Tuition (based on selected tuition option)

TOTAL CHARGE	\$ 7,875.00	TOTAL CHARGE	\$ 5,275.00
TOTAL (4 quarters)	\$ 31,500.00	TOTAL (6 quarters)	\$ 31,650.00

Note: Charges shown are based on total credit hours at 12 and 8 credit hours per quarter. For residents of California, the Student Tuition Recovery Fund (STRF) assessment rate will be two dollars and fifty cents (\$2.5) per \$1,000. If you are not a resident of California, you are not eligible for protection under, and recovery from, this fund.

The total cost of the program (based on 12 credit hours per quarter), including all fees, charges, and services is estimated at **\$31,500.00**. You are responsible for paying all fees, charges, and services as they are incurred each quarter. **If you obtain a loan to pay for this program, you will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.**

Other expenses may include the following:

Description	Fee
Application Fee for All Students (Non-Refundable)	\$75
Registration Fee (Non-Refundable, per Quarter)	\$75
Late Registration Fee	\$50
Change of Course Fee (Add / Drop)	\$10

Change of Program Fee	\$50
Credit by Special Examination Fee	\$450
Credit for Prior Experiential Learning Assessment Fee	\$100
Technology Fee & Service Fee	\$125
Convenience Fee	\$116
Reinstatement (Change of Status) Fee International	\$100
Mailing Fee	\$100
Graduation Fee	\$100
Official Documents or Transcript Fees (per Copy)	\$10
STRF - Student Tuition Recovery Fund Fee (CA Residents) (Non-Refundable)	\$2.50 per \$1,000 of institutional charges
Effective April 1, 2022, the Student Tuition Recovery Fund (STRF) assessment rate will be zero (\$2.5) per \$1,000 for CA residents.	

Note: We **do not supply** equipment, lab supplies or kits, textbooks, uniforms or special protective clothing, in-resident housing, tutoring, or fees paid to another entity.

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

Defaulting on Federal or State Loans

If the student defaults on a federal or state loan, both the following may occur:

(1) The federal or state government or a loan guarantee agency may 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. (2) The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

Student Right to Know

According to regulations published by the Department of Education based on the Student Right-to-Know Act, the graduation/ completion rates for first-time, full-time students who entered school and graduated/completed within 150% of the normal time to complete the program must be made available to current and prospective students. You may obtain this information in the Admissions Department.

REFUND POLICY

RESIDENTIAL PROGRAMS

STUDENT'S RIGHT TO CANCEL

1. You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed 60 percent or less of the scheduled days/hours in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to (Date): _____ Cancellation may occur when the student provides a written notice of cancellation at the following address: Da Vinci

Education Foundation DBA California University, 3350 SCOTT BLVD BLDG 54, SANTA CLARA, CA 95054-3124. This can be done by mail or by hand delivery.

2. The written notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with proper postage.
3. 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.
4. If the Enrollment Agreement is cancelled the school will refund the student any money, he/she paid, less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days after the notice of cancellation is received.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60 percent or less of the scheduled days/hours in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for equipment not returned in good condition, within 45 days of withdrawal. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the school.
- The student has failed to attend class for three (3) consecutive weeks.
- The student fails to return from a leave of absence.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days/hours in the program), multiplied by the number of days/hours scheduled to attend, prior to withdrawal. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of three (3) consecutive weeks. If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student. If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

DISTANCE EDUCATION PROGRAMS (Note: Not offered in real time.)

STUDENT'S RIGHT TO CANCEL

This institution offers distance educational programs where the instruction is not offered in real time. The Institution shall transmit the first lesson and any materials to any student within seven (7) days after the institution accepts the student for admission. (5 CCR §71716(a)) Additionally, approximately seven

(7) days will elapse between the institution's receipt of student lessons, projects, or dissertations and the institution's mailing of its response or evaluation back to the student. (5 CCR §71810 (b)(11))

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: Da Vinci Education Foundation DBA California University, 3350 SCOTT BLVD BLDG 54, SANTA CLARA, CA 95054-3124. 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. (Date)

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 are material are transmitted.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the school at any time and receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction for books and materials not returned in new condition as stated as refundable on the enrollment agreement. A refund will be made within 45 days of withdrawal. For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

- The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
- The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; and/or failure to meet financial obligations to the School.

For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the number of days 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 published in the catalog).

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student. If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

UNDERSTANDINGS

1. **Catalog**: Information about the California University is published in a school catalog that contains a description of certain policies, procedures, and other information about the school. The California University reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the school catalog, in any revisions, supplements and addenda to the catalog, and with all school policies. By enrolling in the California University, the Student agrees to abide by the terms stated in the catalog and all school policies.
2. **Enrollment Agreement**: All admission activities and instruction occur in English. If a prospective student is accepted for admissions based on documented English skills and his or her primary language is not English, the student has the right to obtain a clear explanation of the terms and conditions of this agreement and cancellation and refund policies in his or her primary language, at his or her expense by a translation service of his or her choosing prior to execution of the enrollment agreement.
3. **Location**: All residential instruction occurs at the address checked on page 1 of this agreement. Distance education coursework is completed at a location determined by the student.
4. I understand that I will be awarded a Degree when I have completed all of the program requirements. A graduate must have passed each course and have satisfied all financial obligations.
5. **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION**: The transferability of credits you earn at the California University is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the **Master of Business Administration program or Master of Science in Computer Science** is also at the complete discretion of the institution to which you may seek to transfer. If the degree that you earn at this institution is 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 the California University to determine if your credits, or degree will transfer.
6. **Career Services**: Placement assistance is provided. However, it is understood that the School does not and cannot promise or guarantee neither employment nor level of income or wage rate to any Student or Graduate.
7. **Questions**: 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 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.
8. **Complaints**: A student or any member of the public may file a complaint about this institution with 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.
9. **Financing**: The Student understands that if a separate party is financing his/her education, that the Student, and the Student alone, is directly responsible for all payments and monies owed to the school listed on this agreement.
10. **Books/Equipment**: All supplies for the program selected will be provided at the expense of the student. We **do not supply** equipment, lab supplies or kits, textbooks, uniforms or special protective clothing, in-resident housing, tutoring, or fees paid to another entity.

11. **Distance Education Equipment Requirements:** Students are expected to have at least the following skills prior to taking distance education courses: (1) basic keyboarding competence, (2) elementary knowledge of their computer operating system, (3) basic knowledge of software and tools such as word processors, e-mail, Internet browsers, and search engines. **Hardware Requirements:** Access to an IBM compatible or Macintosh system. For other operating systems, contact us with questions. Internet access either via modem and phone line or a direct network connection (highly recommended to have high speed BROADBAND access). Internet service provider for home access and/or access from work (must have prior to start of the course). Access to the distance education environment for a minimum of 10 hours per week. An e-mail account for sending and receiving electronic mail via the Internet. Students must be able to video conference in real-time (appropriate equipment needed - camera, microphone, etc.) **Software Requirements:** Microsoft Word, WordPerfect, Write (OpenOffice) or another word processing program capable of saving files in RTF (Rich Text Format). Web Browser – Firefox is highly recommended. To download and install, click the following link <http://www.mozilla.org/en-US/firefox>. However, Opera 9.0, Google Chrome, Safari or Internet Explorer (these are free downloadable programs) are some other alternatives. If you plan on using a browser supplied by your Internet service provider (for example, AOL or WebTV), make sure it is the most recent version. We cannot guarantee that all course features will function in all non-Mozilla or Internet Explorer browsers. E-mail software or a Web browser capable of supporting e-mail activity, including sending/receiving attached files. One or more courses may require special (free) plug-ins to access streaming media, PDF files, or other web components.

12. **Loan:** If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:
- a. The federal or state government or a loan guarantee agency may 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.
 - b. The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

13. **Student Tuition Recovery Fund:** Student Tuition Recovery Fund Disclosures:

In compliance with BPPE code, California University provides the following regulations regarding STRF.

5 CCR §76215(a)

“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.”

5 CCR §76215(b)

“It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may

be directed to the Bureau for Private Postsecondary Education, 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120-day period before the closure of the institution or location of the institution or were enrolled in an educational program within the 120-day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non-collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.”

ACKNOWLEDGEMENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT, A COPY OF THE SCHOOL CATALOG AND SCHOOL PERFORMANCE FACT SHEET. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT.

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.

Student Signature

Date

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: \$

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: \$

TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$

LANGUAGE: If your primary language is not English, you are entitled to a clear explanation of the terms and conditions of this Enrollment Agreement from a qualified school official upon request.

School Official:

I certify that the California University has met the disclosure requirements of California Education Code 94810 of the Private Postsecondary and Vocational Education Reform Act of 1998. A student shall enroll solely by means of executing this enrollment agreement.

This agreement is accepted by:

School Official Signature

Date

Arbitration

You and the California University (CU) agree that any dispute or claim between you and CU (or any company affiliated with CU, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this enrollment agreement or, absent such agreement, your enrollment or attendance at CU, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or CU’s election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

If you decide to initiate arbitration, you may select either, JAMS or the National Arbitration Forum (“NAF”) to serve as the arbitration administrator pursuant to its rules of procedure. If CU intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with CU, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, CU will select one.

CU agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if your claim exceeds

\$5,000, CU reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER YOU OR CU CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which you reside. Upon your written request, CU will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, *et seq.*, shall govern this arbitration provision. This arbitration provision shall survive the termination of your relationship with CU. If you have a question about the arbitration administrators mentioned above, you can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 800-352-5267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arb-forum.com, 800-474-2371.

Renewal

I understand and agree that this agreement is executed at the time of my initial enrollment at the California University and that my enrollment in subsequent quarters shall constitute a renewal of the terms of this Agreement, except for the tuition and fees which may be subject to change.

Acknowledgement

By signing this agreement, I acknowledge that I have read this agreement thoroughly, have received my copy and agree to be bound by it. I agree to abide by the rules and regulations described in the California University Registration Bulletin or Course Schedule each quarter, the Academic Catalog, Academic Catalog Addenda, and the Student Handbook. The California University may, at its sole option, refuse to accept any modification of this agreement as set forth herein, and

specifically disclaims any guarantee or understanding, oral or written, that I will be allowed to modify this agreement at any time. I understand that the refund policy is subject to change in accordance with Federal and State regulations and institutional policies.

Student Signature

Date

Admission's Representative Signature

Date

Accepting School Official (Non-Admissions) Signature

Date

Initial

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, and 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, and 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.