



DISPUTE RESOLUTION PROCEDURE NOTICE

Effective July 1, 2020

DISPUTE RESOLUTION PROCEDURE NOTICE

Valley College strives to ensure that its students are fully satisfied with their educational experience. However, in order to afford full consideration to students' complaints or concerns and resolve disputes quickly, fairly, and in good faith, Valley College set forth the following framework for the amicable problem resolution. By enrolling, students agree to follow each step of this procedure.

1. **DISPUTE-** If a dispute or concern arises, the student should first attempt to resolve the issue directly with the faculty member or the campus staff member involved.
2. **GRIEVANCE-** If the dispute is not informally resolved at Step 1 above, you must follow Valley College's Student Complaint Procedure listed in the Catalog and file a written grievance with the Director of Academic Affairs or the Campus President or the Director, Online Division describing the dispute in detail and the requested solution. A written response and proposed resolution will be provided to you by the College. If the student feels that the complaint is still unresolved, the student should submit the complaint in writing to the College's President. If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the school's accrediting agency or a state agency whose contact information is provided in the school's Catalog.
3. **ARBITRATION-** If you are still not satisfied with the college's response at step 2 above, you are required to arbitrate the dispute. See the Valley College's arbitration agreement provision in the Valley College's Enrollment Agreement (also listed below for quick reference) for details on your obligation to arbitrate. Students are not required to participate in arbitration or any internal dispute resolution process offered by the institution prior to filing borrower defense to repayment application with the Department pursuant to §685.206(e); the school cannot, in any way, require students to limit, relinquish, or waive their ability to pursue filing a borrower defense claim, pursuant to §685.206(e) at any time; and any arbitration, required by a pre-dispute arbitration agreement, tolls the limitations period for filing a borrower defense to repayment application pursuant to §685.206(e)(6)(ii). Except for the borrower defense claims, both the College and students explicitly waive any right to a jury trial. The decision of the Arbitrator will be legally binding, and not merely advisory.

Arbitration Agreement and Waiver of Jury Trial

i. Any dispute I may bring against the College, or any of its parents, subsidiaries, officers, directors, or employees, with the sole exception of any Borrower Defense Claims described in Paragraph ii below, or which the College may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration conducted by the American Arbitration Association (the "AAA"), under

its Consumer Arbitration Rules (“Consumer Rules”), and decided by a single Arbitrator. The arbitration hearing will be conducted in the city in which the campus is located.

ii. Notice Regarding Borrower Defense Claims: The following provisions are included pursuant to U.S. Department of Education regulations at 34 C.F.R. § 685.300(e) and (f) and shall apply to this Agreement for any

period during which regulations requiring such notices are in effect: (1) The College agrees that neither it nor anyone else who later becomes a party to this pre-dispute arbitration agreement will use it to stop you from bringing a lawsuit concerning the College’s acts or omissions regarding the making of the Federal Direct Loan or the provision by the College of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained. (2) The College agrees that neither it nor anyone else who later becomes a party to this agreement will use it to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning the College’s acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

iii. The Federal Arbitration Act (“FAA”) shall govern the interpretation, scope, and enforcement of this Agreement. Any and all disputes concerning the interpretation, scope, and enforcement of this Agreement shall be decided exclusively by a court of competent jurisdiction, and not by the Arbitrator. Except as set forth in Paragraph ii above, both the College and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any court having jurisdiction. This Agreement does not affect either party’s right to seek relief in small claims court for disputes or claims within the scope of the small claims court’s jurisdiction. The costs of the arbitration filing fee, Arbitrator’s compensation, and facilities fees that exceed the applicable court filing fee will be paid by the College. Except as set forth in Paragraph ii above, I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action. Any remedy available from a court under the law shall be available in the arbitration. I may, but need not, be represented by an attorney at arbitration. Except as specifically required by the laws of the State of West Virginia, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined. I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. I shall disclose this Agreement to the AAA if I file an arbitration. If any part of this Agreement is declared unenforceable or invalid, it shall be severable and the remainder of this Agreement shall continue to be valid and enforceable. I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound.