

## **Student Arbitration Policy**

It is the policy of Davenport University (the “University”) to encourage whenever possible the use of internal dispute resolution processes to resolve student disputes and to utilize arbitration to resolve such disputes where internal processes are unsuccessful.

The University believes that arbitration of student disputes is an effective alternative to litigation for all concerned. The arbitration process offers several advantages to both students and the University. Binding arbitration is normally much faster and simpler than court proceedings. Because of this, it is also less costly.

It is vital to understand that this Student Arbitration Policy (the “Policy”) does not create or destroy any legal rights; it changes only the forum in which those rights will be resolved. In other words, neither the University nor the student may go to court or to an administrative agency to resolve a dispute subject to this Policy, except as noted in paragraph 6 below. Both the University and the student will be obligated to pursue exclusively through arbitration any and all claims that they might otherwise bring in a court of law or before an administrative agency.

We agree that neither we, nor anyone else who later becomes a party to this agreement, will use it to stop you from being a 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 in court even if you do not file it. This provision applies only to class action claims concerning our 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 the court has exclusive jurisdiction 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.

**Relationship to the Complaint Resolution Process.** The Student Code, together with the University policies and procedures (collectively, the “Internal Process”) as identified in the Undergraduate and Graduate Catalog, contains the University’s dispute resolution procedure for students. The Internal Process uses different techniques, ranging from discussions with a student’s professor or faculty member to a more formal review, to resolve disputes. This Policy is not part of the Internal Process. It is, instead, a separate and freestanding University policy. If applicable, the student must first utilize and exhaust the Internal Process before a demand for arbitration can be made under this Policy, unless the University agrees in writing to bypass one or more of the steps of the Internal Process.

**Arbitration Proceedings.** Any and all disputes or disagreements between the student and the University relating to any Covered Claim (as defined below) shall be resolved by arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”). The arbitration process shall be administered by the AAA. The arbitrator shall issue a written decision that shall include a rationale supporting the decision, findings of fact, and conclusions of law. The decision shall be final and binding on the parties, and judgment may be entered on the arbitrator’s decision in a court of competent jurisdiction. The arbitration proceedings shall be conducted in a confidential manner. Arbitration shall constitute the sole and exclusive forum for resolution of any and all disputes relating to Covered Claims.

**Waiver of Judge or Jury Trial.** By virtue of a student’s acceptance of this Policy on the Application for Admission and becoming enrolled or continuing to attend the University, the

student and the University mutually agree to submit to final and binding arbitration all Covered Claims that they have against each other that would otherwise be brought in state or federal court or in an administrative agency. Consequently, both the student and the University expressly waive any right to have any Covered Claim resolved in a court of law by a judge through a jury trial, or before an administrative agency.

**Time for Filing Claims.** To demand arbitration of a Covered Claim, the demanding party must provide written notice to the other party no later than one hundred and eighty (180) calendar days from the date when the Covered Claim first arose or within the time period provided by law, if that time period is less than one hundred and eighty (180) calendar days. A student's demand for arbitration must be directed to the University's Provost. The University's demand will be directed to the Student's last known address. A party's failure to make a timely written demand for arbitration means that the party's claims have been forever waived and can no longer be pursued against the other party in any forum.

**Covered Claims.** A "Covered Claim", for purposes of this Policy, means any claim that could be brought in state or federal court or administrative agency arising out of, or relating to, the student's attendance at the University, except as noted in paragraph 6 below.

Covered Claims include, but are not limited to, claims involving laws against discrimination, including discrimination based upon sex, race, color, national origin, religion, disability, age, or any other category protected by state or federal law; claims based on admission, enrollment, class participation, suspension, expulsion, academic standards, or other academic matters; contract claims; tort claims; failure to educate claims; claims against current or former University Trustees, officers, employees, or contractors related in any way to Covered Claims; and claims for an alleged violation of any federal, state, or other governmental law, common law, statute, regulation, or ordinance.

All procedural issues and questions of arbitrability relating to a Covered Claim shall also be submitted to the arbitrator, not the court, for resolution. Each party may request such remedies, damages, or other relief allowable by the state and/or federal law applicable to their Covered Claim.

**Federal Direct Loans.** The University agrees that neither it nor anyone else will use this policy to stop you from bringing a lawsuit concerning the University's acts or omissions regarding the making of a Federal Direct Loan or the provision by the University of educational services for which the Federal Direct Loan was obtained. A student may file a lawsuit for such a claim or be a member of a class action lawsuit for such a claim even if the student did not file it. This provision does not apply to lawsuits concerning other claims. The University agrees 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 for the provision of educational services for which the loan was obtained.

**Miscellaneous.** This Policy constitutes the sole method for the resolution of Covered Claims. If any provision of this Policy is found to be void or is otherwise unenforceable, in whole or in part, it shall not affect the validity of the remainder of this Policy, which will remain in full force and effect. The Student understands that this Policy also is binding on any individual or entity claiming by or through the Student or on the Student's behalf.