

Enrollment Agreement

Terms and Fees

Section A:

This document ("Agreement") explains certain requirements and policies at Ashford University ("Ashford University" or "University"). This is a legally binding Agreement when signed by the student and accepted by the school and is applicable for the duration of your enrollment. Your signature acknowledges that you have had reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy (see Section D); (b) access to the current Ashford University Academic Catalog including a description of the course or educational service including all material facts concerning the school and the program or course of instruction which are likely to affect your decision to enroll; (c) access to the website (www.ashford.edu); (d) access to information about the University's accreditation ([WASC website](#)). Ashford University is a California based institution, located at 8620 Spectrum Center Blvd., San Diego, CA, 92123-1406. Instruction is provided entirely via distance education and asynchronously.

Section B: Non-Degree Seeking Student General Admission Requirements for Graduate Level Courses

It is the responsibility of the applicant to certify completion of a Bachelor's degree prior to enrolling in coursework as a graduate non-degree seeking student.

Section C:

Credit is granted, grades are recorded, and students are required to satisfy all academic requirements, including prerequisites, for courses taken. Students who wish to apply credits to an undergraduate or graduate-level degree program at Ashford University may apply up to 15 credits, unless additional credits are otherwise approved by the Dean of the College. Non-degree seeking students planning to formally apply for admission to a program should have their intended course selections approved by their Academic Advisors to ensure relevance and later applicability to the program.

The number of non-degree seeking students in any class may be limited. Ashford University reserves the right to limit courses for which a non-degree seeking student may register, as well as to assess the suitability of a non-degree seeking student for any course.

You have asked to register in the following course:

Start Date requested: _____ End Date of course: _____

Course	Title	Credits
EDU 500	Differentiation: Designing for Student Differences	3
EDU 501	Classroom Culture: Managing the Classroom Environment	3
EDU 502	Social and Emotional Learning: Integrating its Elements with Ease	3
EDU 503	Standards and Assessment: Gauging Student Growth	3

Section D: Right to Cancel Enrollment Agreement.

To cancel your enrollment, you must contact your Enrollment Services Advisor prior to attending in week 2 of your first course. You have the right to cancel the Enrollment Agreement and obtain a full refund of charges through attendance in week 1 (day 7 of the first course). Cancellation is effective on the date that the written notice of cancellation is sent.

Ashford University Tuition Refund Policy

The Ashford University Tuition Refund Schedule applies to online students who drop or are administratively dropped from a course or the institution and who are not otherwise covered under a state-specific tuition refund policy.

PROGRAM	COURSE LENGTH (weeks)	1st* week	2nd* week	3rd* week	4th* week	5th* week	6th* week
Nonterm-Based Graduate Level Programs (Online Formats) Refund % by Course LDA	6	100%	50%	0%	0%	0%	0%

*Refund percentage applied based on week of last date of attendance (LDA).

Section E: Employment Services.

The University does not guarantee employment to any applicant as a result of their application, acceptance, attendance, completion or graduation from any course or in any program. The University does not verify the content of job postings placed by outside organizations on its website, and therefore makes no representations or guarantees about the accuracy of positions or contact information listed on its website. The University is not responsible for consequences that may follow from application to jobs listed on our website. The inclusion of an outside employer’s job posting on its site shall not be construed as an endorsement of the employer (or of any religious or political point of view promoted by the employer) by the University or any of its affiliates, and does not constitute a guarantee that a job is available with a given employer.

It is the responsibility of the student or alumnus to perform his or her own careful background research when selecting a position, evaluating an employer, interviewing for, or accepting any position. It is the sole responsibility of the student or alumnus to obtain or confirm any necessary information concerning an employer. The University is in no way responsible for the safety, wages, working conditions, or other aspects of employment.

The University’s website also contains links to other websites as a convenience for its users and is not responsible for the contents of any linked site. Anyone who discovers misuse or abuse of our website is encouraged to report the matter to Career Services, either in person or via CareerServices@ashford.edu.

Career Services abides by the principles of professional conduct set forth by the National Association of Colleges and Employers (NACE).

The University’s courses, programs and services are designed to prepare students and graduates for further study or to pursue employment in their field of study or related field; however, the University does not guarantee that students or graduates will be placed in any particular position or employment during their enrollment in the program at the University, or after its completion. Any statistics referenced on its website and attributed to a source other than the University have not been independently verified by the University.

Section F:

The student is responsible for the following course-related fees and charges. Tuition rates and fees may change at any time without prior notice; however students will not be charged retroactively for tuition and fee increases for coursework already completed or for coursework the student was in the process of completing. The student is responsible for monitoring and understanding all activity on his/her ledger card. The cost of tuition, textbooks, materials, sales tax, and your total charges may change based on the actual number of attempted courses. Non-degree seeking students pay the standard tuition rate and are ineligible for financial aid. Fees are non-refundable unless otherwise noted. If you obtain a loan to pay for an educational program, you will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If a University tuition benefit, grant, or scholarship is offered to assist with the program related fees and charges below, additional eligibility requirements must be submitted and approvals obtained prior to application of these benefits. Benefits will be awarded at the time of disclosing eligibility and submitting any required documents upon request; retroactive adjustments will not be applied to previous coursework or fees.

Effective February 6, 2018

Teacher Ready Affiliated Courses Per credit	
EDU 500 Differentiation: Designing for Student Differences	
EDU 501 Social and Emotional Learning: Integrating its Elements with Ease	\$158
EDU 502 Standards and Assessment: Gauging Student Growth	
EDU 503 Classroom Culture: Managing the Classroom Environment	
Textbooks/Materials - Graduate (estimated per course)	N/A
Technology Fee - Graduate (per course)	N/A
Insufficient Funds Fee (Charged if check is returned NSF)	\$10

TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE

Associated Fees	Effective February 6, 2018	Explanation
EDU 500 Differentiation: Designing for Student Differences		
EDU 501 Social and Emotional Learning: Integrating its Elements with Ease	\$158	Teacher Ready Affiliated Courses Per credit
EDU 502 Standards and Assessment: Gauging Student Growth		
EDU 503 Classroom Culture: Managing the Classroom Environment		
Textbooks/Materials - Graduate (per course)	N/A	
Technology Fee - Graduate (per course)	N/A	
ESTIMATED TOTAL CHARGES FOR CURRENT PERIOD OF ATTENDANCE (grad – teacher ready)	\$474	For first grad – teacher ready course (3 credits)
ESTIMATED TOTAL CHARGES FOR ENTIRE EDUCATIONAL PROGRAM	\$474	N/A
TOTAL CHARGES STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT	\$474	See Section D for additional details

Printed Student Name _____

Signature _____

_____ Date

Ashford University is required to charge sales tax for tuition and/or fees in certain jurisdictions based on state reporting obligations and the taxability of services and digital goods in accordance with local law. For sales tax purposes, electronically-delivered services and digital goods are considered to be received at the student physical address.

Section G:

Tuition and fees are billed on a financial aid payment period basis, regardless of payment option. Terms of your payment are contingent upon your selected payment option, as outlined in your Student Finance Agreement.

Changes to your selected payment option may require additional documentation and/or evidence of benefit eligibility. Depending on the previous option selected, any new benefits awarded may be delayed to the following payment period. Review all available payment options in the [Ashford University Academic Catalog](#) for more information.

Section H: Registration.

Initial registration and student scheduling is a one-time process based upon the information provided to Ashford University in this admission application beginning on a start date requested. Scheduling requirements are outlined in the Catalog. Students are fully responsible for any charges for duplicative coursework taken at Ashford University. Ashford University reserves the right to make adjustments to student schedules, courses, and programs, including but not limited to cancellation, postponement, course dates, sequence, and modality as deemed necessary by University administration. The University may postpone the scheduled starting date or the class schedule due to insufficient cohort size based on projected or actual enrollment in the course. The delay period will be determined by the time necessary to secure sufficient enrollment in the course, but will not exceed one year in length. Students unable to register for a particular course will receive a full refund for any tuition paid for that course. Registration in a particular course section or with a specific instructor is not guaranteed.

Section I: Attendance.

Students taking online courses are expected to attend each week of the course. Attendance is defined as participating in an academic activity within the online classroom which includes posting in a graded discussion forum, submitting a written assignment or journal entry, or submitting a quiz or an exam. Postings not related to graded discussion forums or written assignments or journal entries not related to the actual assignment may be reviewed and disqualified for attendance purposes.

Each instructional week begins on a Tuesday and concludes on the following Monday. A student is recorded either absent or present each day based on participation in an academic activity. All recorded time stamps for assignment submissions, discussion board posts, and attendance records will reflect Mountain Time Zone.

A student's last date of attendance following completion of a course is the end date of that course.

Section J: Acknowledgements.

I hereby request to enroll in a course or courses at Ashford University as a non-degree seeking student.

Ashford University does not discriminate in its education programs and activities on the basis of race, color, creed, national or ethnic origin, religion, sex, pregnancy, childbirth and related medical conditions, marital status, medical condition, genetic information, service in the uniformed services, political activities and affiliations, age, disability, sexual orientation, gender identity, veteran status, or any other consideration made unlawful by federal, state, or local laws. Specifically, Title IX/SaVE requires the University not to discriminate on the basis of gender/sex in its education programs and activities. Gender/sex harassment, including gender/sex violence, is a form of prohibited gender/sex discrimination. Examples of covered acts are found in the University's policies on Sexual Misconduct. Questions regarding Title IX may be referred to the Ashford University Title IX Coordinator, Poppy Fitch, at titleix@ashford.edu, or 8620 Spectrum Center Blvd., San Diego, CA 92123, 866.974.5700 Ext. 20702 or to the Office for Civil Rights at Office for Civil Rights (OCR), United States Department of Education, Washington DC 20201, and/or a criminal complaint with local law enforcement.

I understand that the University has established student technology hardware and software requirements that are necessary for course participation and that consistent access to this hardware and software, as outlined in the Catalog, is my responsibility. I further understand that it is my responsibility to maintain and provide the University with an e-mail address for correspondence with University administration and faculty. The University highly encourages online students to create a personal, unshared email address for communication with the University. In addition, I acknowledge that this e-mail address will be used to transmit information concerning my financial records, academic records and course information that may be considered confidential in nature.

By enrolling in Ashford University, I agree and understand that my instructors may use a plagiarism detection service. I acknowledge that such a service is important to the academic process by ensuring the integrity of every student's intellectual achievement. I agree to

consult with my instructors regarding plagiarism should questions arise, and to abide by the guidelines as set forth under the section entitled "Academic Dishonesty" in the University catalog.

I agree to notify Ashford University of any change to my current address, phone number and or any additional contact information necessary to maintain communication.

I understand that Ashford University utilizes my social security number for purposes of educational record keeping and certain reporting required under federal, state and/or local law.

I understand that this program is not intended to prepare students for professional licensure or certification in any field, regardless of concentration or specialization. Students seeking licensure or certification in a particular profession are strongly encouraged to carefully research the requirements for that licensure prior to enrollment.

Any student who has a dispute should review the Grievance Procedure for Student Complaints in Section 2, Student Rights and Responsibilities in the Ashford University Academic Catalog.

I UNDERSTAND THAT THIS AGREEMENT LIMITS MY RIGHTS IN ANY DISPUTE WITH THE UNIVERSITY. I and the University agree that in any action or proceeding arising from or relating to (i) this Agreement or my recruitment, enrollment, or attendance at the University, (ii) the education or training provided by the University, (iii) the University's billing, financial aid, financing options, Student Finance Agreement, disbursement of funds, excess funds, or career service assistance, and (iv) any other claim arising from or relating in any manner to any act or omission in the course of my relationship with the University or its employees, the remedies available to both me and the University will be limited. Any provision of this Agreement to the contrary notwithstanding, neither I nor the University may recover any punitive or exemplary damages, treble damages, or other damages not measured by the prevailing party's actual damages, and the University may not be required to alter any grade issued to me or to change any of its policies or procedures. The foregoing limitations will apply even if the remedies provided by this Agreement fail of their essential purpose. I understand that because some laws do not allow the exclusion or limitation of liability for certain damages, the above limitation may not apply to me. As used in this paragraph, the term "University" includes Ashford University, its officers, directors and employees, and its affiliates, subsidiaries and parents, and any officers, directors or employees of such entities.

Section K: Grievance Procedure for Students and Arbitration of Disputes.

Any disputes, claims or controversies between you and the University arising from or relating to (i) this Agreement or your recruitment, enrollment, or attendance at the University, (ii) the education or training provided by the University, (iii) the University's billing, financial aid, financing options, Student Finance Agreement, disbursement of funds, excess funds, or career service assistance, and (iv) any other claim arising from or relating in any manner to any act or omission in the course of your relationship with the University or its employees (collectively "Claim" or "Claims"), shall be addressed first through the Grievance Procedure for Students published in the Ashford University Academic Catalog ("Grievance Procedure for Students"). As used in this Section, the term "University" includes Ashford University, its officers, directors and employees, and its affiliates, subsidiaries and parents, and any officers, directors or employees of such entities.

If not resolved through the Grievance Procedure for Students, then any and all Claims shall be resolved by final and binding arbitration. You may reject the arbitration provisions included in this Section, but not the requirement to participate in the Grievance Procedure for Students prior to asserting a Claim against the University in any other manner, by faxing a signed rejection notice to the University Registrar at 877-285-1169 within fifteen (15) calendar days after you sign this Agreement. The notice must include your name, address, and telephone number, and must specify that you are rejecting the arbitration provisions of this Agreement.

You and the University understand and agree that this Agreement is a transaction in interstate commerce, and therefore subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The arbitration will be administered by the American Arbitration Association (<http://www.adr.org/>), hereafter the "AAA." It will be conducted by a single arbitrator. The selection of the arbitrator and the arbitration will be governed by the AAA Commercial Arbitration Rules, Expedited Procedures, and Supplementary Procedures for Consumer Related Disputes in effect at the time the arbitration is brought ("AAA Rules"), except to the degree that those rules are modified by this Agreement, or in accordance with any other procedures to which you and the University hereafter agree in writing.

If for any reason the AAA will not accept and administer the arbitration in accordance with this Agreement, the parties will select an independent arbitrator. The arbitrator shall be a retired judge or an attorney with substantial experience as an arbitrator. The arbitrator will be selected as follows: (i) within twenty (20) days of notice from the AAA, each party will propose three (3) potential arbitrators; (ii) the parties will make a good faith effort to agree on an arbitrator selected from one or both of the parties' lists; (iii) if the parties do not agree on an arbitrator within twenty (20) days, the parties will each specify one of the potential arbitrators identified, and those two shall select an arbitrator for the dispute. If the selected arbitrator is unable or unwilling to serve at any time, the process for selection of an arbitrator specified in this Section will be repeated. The arbitration will be governed by the AAA Commercial

Arbitration Rules (including the Expedited Procedures) - which can be found at www.adr.org or provided to you by the University upon request. References in the AAA Rules to the AAA will be understood to refer to the selected arbitrator.

In addition to addressing any and all Claims, the Arbitrator shall have exclusive authority to resolve any dispute relating to the arbitrability of any claim or the formation, interpretation, application, enforceability, or legality of this Agreement, including the provisions relating to arbitration. The application and enforceability of the provisions of this Agreement relating to arbitration will be governed by the FAA and not by any state law. The arbitrator's decision and award shall be controlled by the terms and conditions of this Agreement.

If a claim is for \$10,000 or less, the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, although either you or the University may request a telephonic or in-person hearing pursuant to the AAA Rules. If a claim exceeds \$10,000, the arbitrator will conduct a hearing unless you and the University agree otherwise. If you and the University do not agree as to whether the hearing should be telephonic or in-person, the arbitrator will decide. Whether or not the parties personally attend, the arbitration will take place in a location to be agreed upon by the parties or designated by the arbitrator.

Arbitration of any Claim must be initiated within one year after the date on which the basis for the Claim first arises, or within the period of time provided by the applicable statute of limitations or other law, whichever is longer. Neither you nor the University may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or the University's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

The arbitrator may award any remedy or relief available from a court under the law. Any award may be confirmed and enforced in any court of competent jurisdiction. Any proceedings to enforce, vacate, or modify any arbitration award will be governed by the Federal Arbitration Act.

You and the University agree that no federal, state, or local court shall have any authority to address or resolve any Claim, except as expressly provided herein. You and the University hereby waive any right to a jury trial of any Claim. This Agreement does not preclude you from seeking action by federal, state, or local government agencies; such agencies can, if the law allows, seek relief on your behalf. In addition, this Agreement does not require you or the University to arbitrate any Claim relating to an unpaid balance on a student account or loan. However, both you and the University have the right to require arbitration of a Claim relating to an unpaid balance on a student account or loan brought by the other. If you choose to arbitrate, you must give written notice of the election to arbitrate within sixty calendar days of receipt of notice of the University's Claim. Notice to the University shall be sent to the University Registrar via fax at 877-285-1169. If the University chooses to arbitrate, it must give written notice of its election to arbitrate within sixty calendar days of receipt of notice of your Claim. The University will provide notices to you at the most recent street or email address in your student records. Notwithstanding anything to the contrary in this Section, you and the University also have the right to bring qualifying Claims in small claims court in lieu of arbitrating such claims. In addition, you and the University retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, except that any dispute as to the arbitrability of any Claim and the application or enforceability of this Agreement will be addressed and resolved exclusively by the arbitrator.

Each party will pay his, her or its own attorney's fees, subject to any remedies to which that party may later be entitled under applicable law. The University shall initially bear the administrative costs associated with conduct of the arbitration, subject to: (1) a one-time payment by the you toward these costs that is equal to the filing fee then required by the court of general jurisdiction in the state where the you reside; and (2) any subsequent award of the arbitrator in accordance with applicable law.

The content of the arbitral proceedings and any rulings or award shall be kept confidential by the parties and the arbitrator except: (i) to the extent that disclosure may be required by a party or the arbitrator to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award or other relief granted by the arbitrator in bona fide legal proceedings before a state or federal court or other judicial authority; or (ii) with the consent of all parties. Notwithstanding anything to the contrary in this Agreement, any party may disclose matters relating to the arbitration as necessary for the preparation or presentation of a claim or defense in the arbitration.

If any provision of this Section is found to be invalid or unenforceable, or is determined to be inconsistent with the applicable arbitration rules, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect.

No waiver of any provision of this Section shall be effective or enforceable unless recorded in a writing signed by the party waiving a right or requirement of this Section. Such a waiver shall not waive or affect any other portion of this Agreement. This Section will survive the termination of the Agreement and/or your relationship with the University. THIS AGREEMENT LIMITS CERTAIN

RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM.

Ashford University is a California based institution, located at 8620 Spectrum Center Blvd., San Diego, CA, 92123-1406. Its parent company is Bridgepoint Education, Inc., which is also based in California.

Acknowledgement

Signature: The signature of the undersigned student on this Enrollment Agreement certifies that I have read, understand and agree to the rights and responsibilities as set forth 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.

Printed Student Name _____

Signature _____

Date



School Official

Date

SAMPLE