



**Catalog Supplement**

**2019 Catalog, Volume 12**

**Supplement Effective: May 14, 2019**

**Effective March 4, 2019:**

**Veterinary Assisting, Page 45**

STC – Auburndale and Orlando are not enrolling in the Veterinary Assisting Diploma program. This program is also not eligible for Title IV funding.

**Effective April 26, 2019:**

**Electrical Trades Technology, Page 38**

STC – Brandon is no longer enrolling students into the Associate of Science in Electrical Trades Technology as the program teach-out is complete.

**Effective May 14, 2019:**

**Dispute Resolution by Binding Arbitration and Waiver Jury Trial, Page 33**

The following is modified:

The Student and Southern Technical College (“the College”) agree that any dispute or claim (as “claim” is defined below) between the Student and the College (or any company affiliated with the College, or any of its officers, directors, trustees, employees or agents), shall be submitted to and resolved by mandatory, individual binding arbitration conducted by the American Arbitration Association (“AAA”), or in the alternative in Small Claims Court, if the claim is within the scope of the Small Claims Court’s jurisdiction. The Student and the College agree that any claim pursued in Small Claims Court shall be filed in the Small Claims Court within the municipality where the campus attended by the Student is located. This binding arbitration agreement precludes the Student or the College from pursuing a claim in a court other than Small Claims Court, or in any manner other than by arbitration. Any arbitration brought between the Student and the College will take place on an individual basis; the parties expressly agree that class arbitration and class actions are not permitted. This policy, however, is not intended to modify the Student’s right, if any, to file a grievance with any state educational regulatory body or accreditor. The Student and the College agree that the term “claim” is intended to be broadly interpreted to mean any and all disputes of claims between them of any nature whatsoever. The Student and the College expressly agree that the agreement to arbitrate set forth in this section is intended to be broadly interpreted. The term “claim” shall be interpreted to include, but is not limited to: any claim, dispute, or controversy, whether in contract, tort, or otherwise, whether pre-existing, present or future, and including or arising from or relating to any of the following: (i) the Student’s execution of this Enrollment Agreement and the obligations of the Student or the College hereunder, or the validity, enforceability, or scope of this Enrollment Agreement; (ii) the Student’s recruitment and application for admittance, including but not limited to any advertisement, promotions, or oral or written statements relied upon by the Student in deciding to attend the College; (iii) the Student’s attendance at the College and the quality of the instruction or education provided to the student; (iv) any financial obligations incurred by the Student as a result of the Student’s enrollment and/or attendance at the College, or matters related to the Student’s financial aid or other federal assistance (but please see “Important Information for Federal Direct Loan borrowers below”) or the provision or performance of Career Services, and (v) any discrimination, civil rights, or sexual harassment claims. The term “claim” shall further be interpreted to include, without limitation, any and all claims, disputes, or controversies of any nature which arose before this or any prior Agreement, and any and all claims, disputes, or controversies that may arise after the termination of this Enrollment Agreement. The arbitrator may award injunctive relief to either the Student or College in any dispute, but only may award such injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s own individual claims. The Student and the College agree that each may bring claims against the other only in their individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both the Student and the College agree otherwise in writing, the arbitrator



may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

#### Procedure for Filing Arbitration.

1. The Student is strongly encouraged, but not required, to utilize the Grievance Policy described in the Catalog, prior to filing arbitration.
2. A Student desiring to file arbitration should first contact the Executive Director, who will provide the Student with a copy of the AAA Commercial Rules. A Student desiring to file arbitration should then contact the American Arbitration Association in the city and county in which the College campus attended is located, which will provide the appropriate forms and detailed instructions. The student should return this form to the AAA.
3. A Student may, but need not, be represented by an attorney at the arbitration.

The Student acknowledges that he or she may at any time, before or after admission, obtain a copy of the Rules of the American Arbitration Association, at no cost, from the AAA. The website for the AAA is [www.adr.org](http://www.adr.org). If any provision of this arbitration provision is found to be invalid or enforceable, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of the arbitration provisions shall continue in full force. This arbitration provision shall survive the termination of a student's relationship with the College.

#### *Important Exceptions to this section for Federal Direct Loan Borrowers:*

**We agree that neither we nor anyone else who later becomes a party to this predispute arbitration agreement will use it to stop you from bringing a lawsuit 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. 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.**

**We agree that neither we nor anyone else who later becomes a party to this agreement will use this agreement 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 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 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.**