

**CATALOG ADDENDUM**

To Catalog Number 57, Effective July 1, 2023

**PROGRAMS**

Beginning 6/20/2023, an additional schedule will be available for the Welding Specialist program, which will provide an even more rigorous and expedient training option. The program will be completed in approximately 18 weeks but will maintain the same total number of lecture hours, lab hours, and overall semester credit hours. However, due to the shortened timeframe the Academic Year is not identical, so this version is not eligible for Title IV funding. This version of the program will meet Monday through Friday from 7:30AM to 4:00PM.

Effective for all students starting after 1/26/2024, the HVE140 (Smart Home Technology & Advanced Wiring) course in the Electrical Applications program listed on pages 18-19 will now be HVE145 (Emerging Electrical Applications). The lecture hours, lab hours, total hours, and semester credit hours will remain the same. In addition, due to formatting issues, the HVE120 and HVE130 courses in the Electrical Applications program were listed as 3.5 credits instead of the correct 4.0 credits.

**WELDING SPECIALIST START & GRADUATION DATE (18-Week Schedule)**

Start Date	Graduation Date
10/23/2023	3/8/2024

**STUDENT HOLIDAY SCHEDULE AND SCHOOL CALENDAR**

For students who attend the 18-Week session of the Welding Specialist program, certain holidays will have mandatory make-up days as listed below. This is an addition to the School Catalog.

Holiday Date (18-Week)	Mandatory Make-Up Date
11/10/2023	11/4/2023

All students who begin an evening session of their program on or after 12/20/2023 for Electrical Applications, Electro-Mechanical Technologies, or Refrigeration Technologies, will be attending a revised schedule as listed below. The program will align with the weeks for the Morning/Afternoon session as listed in the program summary on pages 15-20, and the start and graduation dates will align with the Morning/Afternoon session as listed on page 32. All students who enrolled and started their program prior to 12/20/2023 will continue to attend based on the schedule listed on page 31 of the School Catalog.

Evening Schedule	Evening Days
6:00 PM – 11:00 PM	Monday - Friday

**ARBITRATION AGREEMENT**

Effective 7/1/2023, the Arbitration Agreement as listed on page 69 of the School Catalog has been updated as listed below.

Any disputes, claims, or controversies between me and The Refrigeration School no matter how described, pleaded or styled (including class action claims), arising out of or relating to the Enrollment Agreement between me and The Refrigeration School or relating in any manner to my relationship with The Refrigeration School (other than disputes, claims, or controversies described below in the section titled “Exclusions for Borrower Defense Claims”) that are not resolved in accordance with the Student Complaint/Grievance Procedure set forth in the School Catalog, shall be resolved by binding arbitration under the Federal Arbitration Act. In addition, except as described below in the “Exclusions for Borrower Defense Claims” section, any dispute as to the ability to arbitrate a particular issue or claim or the validity of the Enrollment Agreement, including this Arbitration Agreement, shall be resolved through arbitration. For purposes of this Arbitration Agreement, the terms “The Refrigeration School,” “you”, “yours” or “School” mean The Refrigeration School, its predecessors in interest, successors, assigns, parents, subsidiaries, divisions, and affiliates (the “TWS Entities”), and each of the TWS Entities’ owners, shareholders, partners, members, officers, directors, employees, agents, representatives, heirs, executors, administrators, attorneys, insurers, and all persons acting by, through, under, or in concert with them, as well as any subsequent holders of the Enrollment Agreement. I understand that The Refrigeration School is a trade name owned by StrataTech Education Group, and that the definitions of the terms “you”, “yours” and “School” as used in this Arbitration Agreement encompasses StrataTech Education Group. The terms “I”, “me”, and “my” as used in this Arbitration Agreement mean the Student/Buyer and any Co-signer.

I agree that by entering into this Arbitration Agreement, School and I are each waiving the right to a trial by judge or jury, to participate in a class action, or to have claims brought by or against either of us joined or consolidated with claims brought by or against another person, except as described in the following exclusions:

Exclusion for Small Claims Court Actions - Notwithstanding the preceding paragraph, either party may file an action in small claims court.

Exclusion for Complaints to Regulatory Agencies - Nothing in this Arbitration Agreement prohibits me from filing a complaint with the state regulatory agency or accrediting agencies listed in School’s catalog.

The information contained in this Catalog Addendum is true and correct in content and policy.



Mary Kelly, President &amp; CEO

Exclusions for Borrower Defense Claims - 1) School will not compel any student to pursue a complaint based on allegations that would provide a basis for a borrower defense claim through arbitration or an internal dispute process before the student presents the complaint to an accrediting agency or government agency authorized to hear the complaint. For purposes of this Arbitration Agreement, "borrower defense claim" means a claim based on an act or omission that is or could be asserted as a borrower defense as defined in 34 C.F.R. § 685.206(c)(1); § 685.222(a)(5); § 685.206(e)(1)(iii); or (iv) § 685.401(a). 2) We agree that this Arbitration Agreement cannot be used 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 Direct Loan or our provision of educational services for which the 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. 3) We agree that neither we nor anyone else will use this Arbitration Agreement 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 lawsuits concerning 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.

RIGHT TO REJECT: I may reject this Arbitration Agreement by mailing a signed rejection notice to 4210 E. Washington St., Phoenix, AZ 85034 within 20 days of the date that I sign the Enrollment Agreement. Any rejection notice must include my name, address, e-mail address and telephone number.

Choice of Arbitration Provider and Arbitration Rules - Unless you and I both agree to an alternative, the arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator and under the AAA's Consumer Arbitration Rules in effect at the time the arbitration is brought (collectively the "AAA Rules"). Information about the arbitration process can be obtained from AAA at [www.adr.org](http://www.adr.org) or 1-800-778-7879.

Location of Arbitration - All in-person hearings and conferences in the arbitration shall take place in a locale within 50 miles of the campus I attend or attended, unless the School and I agree otherwise. If the county in which I reside at the time I file my claim is more than 50 miles from the campus I attend or attended, then I may choose that the hearings and conferences take place in my county. If my claim is for \$10,000 or less, I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If my claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Choice of Law - You and I agree that the Enrollment Agreement, including the Arbitration Agreement, evidences a transaction involving interstate commerce, that the arbitrator shall apply federal law to the fullest extent possible, and that the Federal Arbitration Act (9 U.S.C. §§1-16) (including the applicable substantive and procedural provisions thereof) ("FAA"), and not any state law, shall govern the applicability, interpretation and enforcement of this Arbitration Agreement.

Costs, Fees, and Expenses of Arbitration - Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The amount AAA charges to the consumer for filing a claim under the Consumer Arbitration Rules is currently \$200, and all remaining amounts are paid by the business (including administrative fees, arbitrator compensation, and expenses). However, this amount is subject to change by the arbitration provider. I understand that if I grossly overstate my claimed damages and the business is required to pay significant fees to the AAA, then the business may seek to recover those costs regardless of who succeeds in the arbitration.

Relief and Remedies - The arbitrator shall have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to limits that would apply in court), and attorneys' fees and costs. In addition, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party's individual claim. Upon the timely request of either party, the arbitrator shall render a written decision setting forth his or her essential findings and the basis of his or her award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions against the applicable party in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed on a party or a party's counsel under Rule 11 of the Federal Rules of Civil Procedure. The arbitrator may also award fees and expenses in accordance with any applicable AAA rule.

Effect of Arbitration Award - Any state or federal court with jurisdiction and venue may enter an order enforcing this Arbitration Agreement, enter judgment upon the arbitrator's award and/or take any action authorized under the FAA. For any arbitration-related proceedings in which courts are authorized to take action under the FAA, each party expressly consents to the non-exclusive jurisdiction of any state court of general jurisdiction or any state court of equity that is reasonably convenient to me, *provided* that the parties to any such judicial proceeding shall have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.

Survival, Severability: This Arbitration Agreement shall survive the termination of my relationship with you or any change in my enrollment status. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a tribunal

of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect. Any or all of the limitations set forth in this Arbitration Agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**IMPORTANT WAIVERS:** NEITHER PARTY WILL HAVE THE RIGHT TO A JUDGE OR 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 AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD AND AS DESCRIBED IN THE EXCLUSIONS ABOVE). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION (OTHER THAN AS DESCRIBED IN THE EXCLUSIONS ABOVE). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

### **LATE START POLICY**

Students who wish to begin their program after the official start date, and have received approval from the Campus President, may be allowed to begin at a later date, provided they still meet the criteria for the Add/Drop Period. Students who are required to take a safety course on day one of the program will not be eligible for the Late Start Policy.

### **GRADES & GRADING SYSTEM**

The school has revised the definition of the Incomplete (INC) grade currently listed in the School Catalog on Pages 40 & 54. The new definition is listed below.

<b>Letter(s)</b>	<b>Term</b>	<b>Grade Point Value</b>	<b>Description</b>
<b>INC</b>	Incomplete	0	This is used when a student has not completed all requirements for a course of training in their educational program. It will revert to a failing grade if missing assignments and/or tests are not successfully completed within three school days after the end of the course.

### **ADD/DROP PERIOD**

Due to the scheduling differences in the weekday programs compared to the weekend programs, the school has made a slight revision to the timing of the add/drop period. The previous policy on page 38 of the School Catalog stated that students who attend three out of the first five scheduled class days are considered active students. The new policy states that students will be considered active after attending 15 scheduled school hours; however, the enrollment will be cancelled if the student does not attend at least three of the first five scheduled school days.