



AMENDED NOTICE TO COMPLY

CA-20747178-12102025

Institution Name:	Nelson University	Institution Telephone:	(888) 937-7248
Institution Code:	20747178	Administrator Name:	Trenton Polk
Street Address:	3737 S. Akers St. Visalia, CA 93277	Inspection Date:	12/10/2025

The Bureau for Private Postsecondary Education (Bureau) issues this Notice to Comply pursuant to California Education Code (CEC) section 94935 and Title 5 of the California Code of Regulations (5 CCR) section 75010.

California Private Postsecondary Education Act: https://www.bppe.ca.gov/lawsregs/ppe_act.pdf
Title 5 of the California Code of Regulations: <https://www.bppe.ca.gov/lawsregs/regs.pdf>

Violation	Code Section Violated	Description of the violation and required correction.
1	5 CCR § 71810 (a)	Violation Description: The institution failed to update their undergraduate and graduate catalogs annually. Correction: The institution shall update their 2025-2026 catalogs to reflect an annual update, pursuant to 5 CCR § 71810 (a).
2	5 CCR § 71810 (b)(1)	Violation Description: The institution's 2025-2026 undergraduate and graduate catalogs failed to contain the specific beginning and ending dates defining the time period covered by the catalog. Correction: The institution shall update their 2025-2026 catalogs to contain the specific beginning and ending dates defining the time period covered by the catalog, pursuant to 5 CCR § 71810 (b)(1).

Violation	Code Section Violated	Description of the violation and required correction.
3	CEC § 94909 (a)(8)(B) in conjunction with CEC § 94919 (d)	<p>Violation Description: Throughout the institution's 2025-2026 undergraduate and graduate catalogs, the following unenforceable statements are made repeatedly: "No refund is given for fees" and "All fees are non-refundable." These statements are unenforceable during the cancellation period and misleading.</p> <p>Correction: The institution shall update their 2025-2026 catalogs to qualify these statements as applicable only after the cancellation period or remove them, pursuant to CEC § 94909 (a)(8)(B) in conjunction with CEC § 94919 (d).</p>

Violation	Code Section Violated	Description of the violation and required correction.
4	CEC § 94909 (a)(8)(B) in conjunction with CEC § 94919 (c) and 5 CCR § 71750 (c)(1)	<p>Violation Description: Throughout the institution's 2025-2026 undergraduate and graduate catalogs, the following unenforceable statements are made:</p> <p>Any student who withdraws, terminates, or drops a class during the fall or spring semester will be refunded tuition, room and board according to the following schedule:</p> <p>Third Week of Classes.....75%</p> <p>Fourth Week of Classes.....50%</p> <p>Fifth Week of Classes.....25%</p> <p>Refunds are not issued past the 5th week of class.</p> <p>A and B Session Refunds will be based on the following schedule: Refunds are not issued past the 2nd week of classes.</p> <p>Summer Session Refunds are based on the following schedule: Third Week of Classes50%</p> <p>Refunds are not issued past the 3rd week of classes.</p> <p>These statements are inconsistent with the required Pro Rata refund calculation for students in the state of California, unenforceable, and misleading.</p> <p>Correction: The institution shall update their 2025-2026 undergraduate and graduate catalogs to reflect the required Pro Rata refund calculation for students in the state of California, or remove these statements, pursuant to CEC § 94909 (a)(8)(B) in conjunction with CEC § 94919 (c) and 5 CCR § 71750 (c)(1).</p>

Violation	Code Section Violated	Description of the violation and required correction.
5	5 CCR § 71810 (b)(15) in conjunction with CEC § 94897 (s)	<p>Violation Description: The institution's 2025-2026 undergraduate and graduate catalogs make the following unenforceable statement: "Transcripts will be released only when students are clear of all financial obligations to the University and are current on all student loans." This is a violation of the California Civil Code § 1788.93, unenforceable and misleading.</p> <p>Correction: The institution shall update their 2025-2026 undergraduate and graduate catalogs to accurately reflect the student's right to acquire a transcript at any time, regardless of whether they owe a debt or not, or remove these statements, pursuant to 5 CCR § 71810 (b)(15) in conjunction with CEC § 94897 (s).</p>
6	5 CCR § 71800 (a)	<p>Violation Description: The institution's undergraduate and graduate enrollment agreements failed to contain the name and address of the institution where instruction will be provided.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include the address of the institution where instruction will be provided, pursuant to 5 CCR § 71800 (a).</p>
7	5 CCR § 71800 (b)	<p>Violation Description: The institution's undergraduate and graduate enrollment agreements failed to contain the period covered by the enrollment agreement.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include the period covered by the enrollment agreement, pursuant to 5 CCR § 71800 (b).</p>
8	5 CCR § 71800 (d)	<p>Violation Description: The institution's undergraduate and graduate enrollment agreements failed to contain the date by which the student must exercise his or her right to cancel or withdraw.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include the date by which the student must exercise his or her right to cancel or withdraw, pursuant to 5 CCR § 71800 (d).</p>

Violation	Code Section Violated	Description of the violation and required correction.
9	5 CCR § 71810 (e)(7)	<p>Violation Description: The institution offers housing options for students, however, their undergraduate and graduate enrollment agreements failed to itemize the cost for housing.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include itemized cost for housing, pursuant to 5 CCR § 71810 (e)(7).</p>
10	5 CCR § 71716 (a)	<p>Violation Description: The institution offers distance educational programs where the instruction is not offered in real time, however, their undergraduate and graduate enrollment agreements failed to disclose that they are obligated to transmit the first lesson and any materials to any student within seven days after the institution accepts the student for admission.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include the above statement, pursuant to 5 CCR § 71716 (a).</p>
11	5 CCR § 71716 (b)	<p>Violation Description: The institution offers distance educational programs where the instruction is not offered in real time, however, their undergraduate and graduate enrollment agreements failed to disclose that the student shall have the right to cancel the enrollment agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent. The institution shall make the refund pursuant to section 71750 of the Regulations. If the institution sent the first lesson and materials before an effective cancellation notice was received, the institution shall make a refund within 45 days after the student's return of the materials.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include the above statement, pursuant to 5 CCR § 71716 (b).</p>

Violation	Code Section Violated	Description of the violation and required correction.
12	5 CCR § 71716 (c)	<p>Violation Description: The institution offers distance educational programs where the instruction is not offered in real time, however, their undergraduate and graduate enrollment agreements failed to disclose that (1) An institution shall transmit all lessons and materials to the student if the student has fully paid for the educational program and, after having received the first lesson and initial materials, requests in writing that all of the material be sent. (2) If an institution transmits the balance of the material as the student requests, the institution shall remain obligated to provide the other educational services it agreed to provide, but shall not be obligated to pay any refund after all of the lessons and material are transmitted.</p> <p>Correction: The institution shall update their undergraduate and graduate enrollment agreements to include the above statements, pursuant to 5 CCR § 71716 (c).</p>
13	CEC § 94911 (e) in conjunction with CEC § 94919 (d)	<p>Violation Description: Throughout the institution's 2025-2026 undergraduate and graduate enrollment agreements, the following unenforceable statements are made repeatedly:</p> <p>"Study Guides and test preparation manuals are non-refundable. No refunds or exchanges are accepted on software."</p> <p>"All fees are non-refundable.", and</p> <p>"All Fees are non-refundable after the first day of classes."</p> <p>These statements are unenforceable during the cancellation period and misleading.</p> <p>Correction: The institution shall update their 2025-2026 enrollment agreements to qualify these statements as applicable only after the full cancellation period, through attendance at the first class session, or the seventh day after enrollment, whichever is later, or remove them, pursuant to CEC § 94911 (e) in conjunction with CEC § 94919 (d).</p>

Violation	Code Section Violated	Description of the violation and required correction.
14	CEC § 94911 (e) in conjunction with CEC § 94919 (c) and 5 CCR § 71750 (c)(1)	<p>Violation Description: The institution's 2025-2026 undergraduate and graduate enrollment agreements, make the following unenforceable statements:</p> <p>Any student who withdraws, terminates, or drops a class during the fall or spring semester will be refunded tuition, room and board according to the following schedule:</p> <p>Third Week of Classes.....75% Fourth Week of Classes.....50% Fifth Week of Classes.....25% Refunds are not issued past the 5th week of class.</p> <p>A and B Session Refunds will be based on the following schedule: Refunds are not issued past the 2nd week of classes.</p> <p>Summer Session Refunds are based on the following schedule: Third Week of Classes50% Refunds are not issued past the 3rd week of classes.</p> <p>These statements are inconsistent with the required Pro Rata refund calculation for students in the state of California, unenforceable, and misleading.</p> <p>Correction: The institution shall update their 2025-2026 undergraduate and graduate enrollment agreements to reflect the required Pro Rata refund calculation for students in the state of California, or remove these statements, pursuant to CEC § 94909 (e) in conjunction with CEC § 94919 (c) and 5 CCR § 71750 (c)(1).</p>
15	CEC § 94913 (a)(1-5)	<p>Violation Description: The institution's brochures direct prospective students in California to their partner location website "www.catalystbible.com" however, that website failed to contain all the links and documents required by CEC § 94913 (a).</p> <p>Correction: The institution shall update the Catalyst Bible College website to include all the required links, pursuant to CEC § 94913 (a)(1-5).</p>


Violation	Code Section Violated	Description of the violation and required correction.
16	CEC § 94913 (a)(1-5)	<p>Violation Description: The institution's Nelson University website failed to contain links to or copies of any of the requirements in clear and conspicuous locations. The institutions 2025-2026 catalog can be found on the Consumer Information page but will need to be updated following the above corrections. All other required links and documents could not be found.</p> <p>Correction: The institution shall update their Nelson University website to include all the required links and documents, pursuant to CEC § 94913 (a)(1-5).</p>

Pursuant to 5 CCR section 75010(d), the Institution may do either of the following:

- (1) Within 30 days from the date of the inspection, sign and return the notice to comply, declaring under penalty of perjury that the violation was corrected and describing how compliance was achieved; or
- (2) Within 30 days from the date of the inspection, file with the Bureau a written notice of disagreement, specifying the minor violations described in the notice to comply with which the person approved to operate the institution disagrees, and appealing it by requesting an informal office conference. If a written notice of disagreement is not timely filed with the Bureau, the right to appeal is deemed to have been waived.

Pursuant to CEC section 94935(h), failure to comply with the notice to comply will result in the Bureau taking appropriate administrative enforcement action.

The Notice to Comply was given to the Institution's owner, person in control, chief academic officer, chief executive officer, chief operating officer, institution director, or any person delegated by any of the aforementioned persons to facilitate the inspection or accept such notice as set forth below.

Notice To Comply Given To Name & Title:	Trenton Polk Assistant Dean for Nelson Online Operations
Bureau Compliance Analyst Name:	Ian Powers
Bureau Compliance Analyst Signature:	

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I declare under penalty of perjury that each violation identified in this Notice to Comply has been corrected and attached with this declaration is evidence to support the correction of each violation identified.

Signature

Date

Print Name and Title