112th Congress
2d Session

COMMITTEE PRINT

S. PRT.
112–37

FOR PROFIT HIGHER EDUCATION: The Failure to Safeguard the Federal Investment and Ensure Student Success

PREPARED BY THE

COMMITTEE ON HEALTH, EDUCATION, LABOR, AND PENSIONS UNITED STATES SENATE

Volume 3 of 4

JULY 30, 2012

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Printed for the use of the
Committee on Health, Education, Labor, and Pensions

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FOR PROFIT HIGHER EDUCATION:
The Failure to Safeguard the Federal Investment and Ensure Student Success

MAJORITY COMMITTEE STAFF REPORT AND ACCOMPANYING MINORITY COMMITTEE STAFF VIEWS

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UNITED STATES SENATE

JULY 30, 2012

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In accordance with Rule XXV of the Standing Rules of the Senate, the U.S. Senate Committee on Health, Education, Labor, and Pensions (the committee) holds legislative jurisdiction over all proposed legislation, messages, petitions, memorials, and other matters relating to education and student loans and grants. Proprietary schools and institutions of higher education, henceforth referred to as for-profit colleges, fall under this jurisdiction both as academic institutions and as eligible recipients of Federal loans and grants provided through Title IV of the Higher Education Act. Senate rules also provide that the committee shall study and review, on a comprehensive basis, matters relating to education. In April 2010, under the leadership of Chairman Tom Harkin, the committee initiated an oversight into the proprietary sector of higher education. The majority staff offers this report to the committee with accompanying minority staff views.

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The Keiser School, Inc.			
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Lincoln Education Services Corporation			
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Lincoln	Document 1	LESC0000145	1
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Lincoln	Document 5	LINC0000044	4
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Lincoln	Document 7	LINC0000098	2
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National American University Holdings, Inc.			
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NAU	Document 8	NAU0014003	4

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Rasmussen Colleges, Inc.			
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Rasmussen	Document 18	RAS00011144	1
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Strayer Education, Inc.			
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TUI Learning LLC			
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Universal Technical Institute, Inc.			
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UTI	Document 7	UTI-C-000600	4
UTI	Document 10	UTI-C-000845	2
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Vatterott Educational Holdings, Inc.			
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Walden University			
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Additional Supporting Documentation		
DOCUMENT #	**DESCRIPTION**	**BATES (if applicable)**
Document 1	Capella University Chat Transcript 1	
Document 2	Capella University Chat Transcript 2	
Document 3	Capella University Chat Transcript 3	
Document 4	Comment submitted to Department of Education by Brent Park, Ashford recruiter	
Document 5	GAO Investigation Documentation, *A SWOT Analysis for Online Learning*	HQ-4631902
Document 6	GAO Investigation Documentation, August 2010, Career Point College, Introduction to Computers Syllabus and Course Outline	GAOHQ-4662274
Document 7	GAO Investigation Documentation, CFS 2167 Computer Application Course Syllabus	DALLAS-334171
Document 8	GAO Investigation Documentation, CFS 2167 Computer Application Course Syllabus	DALLAS-334889
Document 9	GAO Investigation Documentation, December 2011, ITT Technical Institute Discussion Forum Summary Page	HQ-4643279
Document 10	GAO Investigation Documentation, Everest Professor Feedback 335023	DALLAS-335023
Document 11	GAO Investigation Documentation, Everest Professor Feedback 335083	DALLAS-335083
Document 12	GAO Investigation Documentation, February 2011, Problem Solving Writing Assignment Instructions and Response	HQ-4682883
Document 13	GAO Investigation Documentation, February 2011, *Record of Analysis: Rasmussen—IB—Week 7 Quiz*	HQ-4687765
Document 14	GAO Investigation Documentation, January 2011, History of Electronic Messages Between GAO Investigator and Online Intro to Computer Instructor	GAOHQ-4750764
Document 15	GAO Investigation Documentation, *The Gross Domestic Product*	HQ-4600689
Document 16	GAO Investigation Documentation, *Title: TB 141 Week 2 Quiz*	HQ-4628843
Document 17	GAO Investigation Documentation, Week 5 Graded Activity: Class Discussion	DALLAS-336134
Document 18	Letter from Aubrie Roupe, former University of Phoenix student, to Senator Tom Harkin, April 2, 2011.	
Document 19	Letter from Eric Schmidt, Kaplan student, to Senator Tom Harkin, April 1, 2011	
Document 20	Letter from Laura Brozek, June 24, 2012	

DOCUMENT #	DESCRIPTION	BATES (if applicable)
Document 21	Letter from Merrill R. Mitchell to Senator Harkin, February 22, 2012.	
Document 22	Letter from Patti Howard to Senator Harkin, February 22, 2012	
Document 23	Letter from Patti Walsh to Senator Harkin, April 20, 2011	
Document 24	Letter from Paul Scazillo, former instructor at UEI College, to Chairman Tom Harkin, July 7, 2010.	
Document 25	Letter from Rasmussen Inc., to Chairman Harkin, September 16, 2010.	
Document 26	Letter from Steven Gossman, former ITT Student, to Chairman Tom Harkin, April 9, 2011.	
Document 27	Letter to Chairman Harkin, from ITT Counsel Michael D. Bopp, Gibson Dunn & Crutcher, LLP, February 10, 2011	
Document 28	Letter to Chairman Harkin, from ITT Student Adam Gonyea, April 5, 2011	
Document 29	Memo from Help Committee Re: Daily Caller Shoots Self in Foot with "Smoking Gun"	
Document 30	Redline of GAO Report	
Document 31	Presentation of CCA Default Presentation	
Document 32	Letter from William Taggert to Senator Harkin, March 09, 2011	

DeVry, Inc.			
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DeVry	Document 6	DEVRY0037204	3
DeVry	Document 7	DEVRY0037214	4
DeVry	Document 8	DEVRY0085118	3
DeVry	Document 9	DEVRY0085677	33
DeVry	Document 10	DEVRY0089835	37
DeVry	Document 11	DEVRY0094127	2

From: Redacted by HELP Committee

Sent: Monday, April 12, 2010 07:08:27 PM

To: Redacted by HELP Committee

Cc: Redacted by HELP Committee

Subject: USEdu Proposed Pricing

Attachments: USEdu Proposed Pricing 04 12 10.xls

Redacted by HE

one of the key decisions we make at this time of year is for FY11 tuition price increases. These increases are usually effective around the end of July. The attached spreadsheet shows competitive pricing for the MA program in each market as well as the gainful employment analysis prepared by Tom Babel's group. these are the two primary data points we used in determining the proposed new tuition prices. Here is a summary of our recommendations:

1. We price all certificate or diploma programs equally within each market, but each market has different prices depending on the competitive environment.
2. We would adjust the Apollo prices differently in each market, ranging from 3% to 4.9%
3. We would increase Western's prices by 2%.
4. We would not announce any increase in the degree program pricing until we get visibility on the gainful employment regulations. Many of these programs may exceed the 8% threshold.

We will load these assumptions into the first pass of the budget, understanding that those assumptions might change. I wanted to share this rationale with you and get your perspective before the budget meeting.

Thanks.

Redacted by HELP Committee

President

U.S. Education
27401 Los Altos, Suite #400
Mission Viejo, CA 92691

Redacted by HELP Committee

Excerpts, selected by the HELP Committee, from a larger document produced by the company

DeVry University
Where Success Stories Begin℠

Developing Full Potential Pricing In Higher Education

Discussion of Potential Recommendations

September 5, 2008

Consultant

For Discussion Today:

Potential Changes to Price Level and Structure

Pricing Strategies

Price Level

- A compelling argument exists for implementing more aggressive price increases in the next five years
  - The current range among competitors is wide
  - Higher priced players do not appear to have slower enrollment growth
  - Macroeconomic analysis demonstrates only moderate levels of price elasticity
- Based on this evidence, we'd like to discuss the opportunity to raise prices at above market rates and reduce the gap versus ITT
  - Gradual implementation with careful monitoring should mitigate risk

Price Structure

- The conjoint survey and focus groups demonstrate that different student segments have different preferences for how to structure and finance their tuition
- These segments are more alike than they are different on other measureable characteristics and are difficult to identify
- Therefore, we'd like to discuss implementing choice in pricing packages, offering students two distinct ways to structure their tuition and financing

At the end of today's meeting, we'd also like to agree on the goals for the final meeting on 9/26

We will not cover today other pieces of analysis that are in process for the 26th (financial impact of changes; price discrimination by geography, program or online/onsite; corporate and military discounts; implementation considerations)

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DEVRY0036431

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Document 2, Page 3

Focus Groups Indicate That ITT Students Are Not Unhappy About High Prices and Do Not Even Perceive ITT as High Priced

ITT's Value Proposition

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Price Perceptions

- Price is least important attribute (of 6 proposed) in determining a school
- Students value all-in pricing and would not trade it in for discounts on tuition
- Students think of price per class ($2,000/class) and per quarter ($5,000/quarter)

Perceptions of DeVry

Redacted by HELP Committee

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Current Strategic Plan Assumes Price Increase, Which Will Increase the Gap With ITT

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Raising prices per year would close the gap with ITT halfway by FY13

Note: DeVry cost per credit hour calculated as follows: (competitor cost per credit hour x competitor credit hour requirement)/(DeVry credit hour requirement); ITT costs include the cost of textbooks
Source: DeVry Internal Data; ITT SEC Filings

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Four Distinct Student Segments Were Identified in the Conjoint Survey, Each With Different Pricing Preferences

Group A (24%)	Group B (30%)	Group C (13%)	Group D (32%)
I want the lowest total tuition	*I hate private loans*	*I hate out-of-pocket and I want a refund*	*I hate out-of-pocket and I want books paid for*
• Tend to prefer financial aid packages with the lowest total tuition • Still prefer minimal out-of-pocket expenses	• Averse to taking out student loans to pay for school • Still prefer minimal out-of-pocket expenses	• Strongest aversion to out-of-pocket expenses • Highly value refund checks	• Prefer minimal out-of-pocket expenses • Value tuition packages which include books and fees

These groups are more alike than they are different: they share similar demographic characteristics and differ primarily on their preferences for how tuition should be structured

Source: DeVry Conjoint Survey, n=465

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CONFIDENTIAL: SUBJECT TO STANDING RULE OF THE SENATE XXIX

DEVRY0036437

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Document 2, Page 6

Choice Between Two Different Pricing Plans Would Allow DeVry to Meet the Different Preferences of Various Segments

Group A (24%)
I want the lowest total tuition

Group B (30%)
I hate private loans

- Most transparency in pricing
- Minimize "extras"

Traditional model plus "rollover" credits

- Traditional price per credit hour pricing
- Students earn "DeVry credits" that can be redeemed in future semesters
- The more credits that they take, the more future credits they earn
- Potentially require minimum credit load to redeem credits

Group C (13%)
I hate out-of-pocket and I want a refund

Group D (32%)
I hate out-of-pocket and I want books paid for

- Emphasize simplicity
- Provide support and financial discipline for students who value it

Degree-Based Tuition

- Fixed cost per semester for duration of study (with time limit for completion)
- Subscription-based (with different levels for both part-time and full-time)
- Guaranteed access to private loans up to the Cost of Attendance
- All fees included

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DEVRY0036438

DeVry, Inc.
Document 2, Page 7

Redacted by HELP Committee

From: Pauldine, David
Sent: Monday, September 15, 2008 5:56 PM
To: Pauldine, David
Subject: pricing

1. Reasons to be careful about a strategy to more aggressively raise prices:

a. It appears pricing has some elasticity to it? See page 8.

b. Congressional scrutiny

c. Redacted by HELP Committee

Redacted by HELP Comm

d. Redacted by HELP Committee

e. Is raising prices more aggressively really a strategy?

2. Let’s be sure to do something unique and that responds to the research

a. Giving the student choices

b. Cohort pricing

c. Loan averse program

d. Include books and fees

e. More loans, less out of pocket

3. The analysis didn’t convert Redacted by and Redacted credit hour rates to a semester

David J. Pauldine
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DeVry Inc.
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Redacted by HELP Committee

Excerpts, selected by the HELP Committee, from a larger document produced by the company

CHAMBERLAIN
College of Nursing

Net Promoter Score (NPS)*
Strategic Pricing
Brand Building

A presentation to the Chamberlain Leadership Team

February 4th, 2009

*NPS = Promoters – Distracters.
Promoters rate us 8,9,10 out of 10. Distracters rate us a 1, 2 or 3 out of 10

➢How do we improve our NPS?

CHAMBERLAIN
College of Nursing

Communication, Seriousness, Resources, Transparency, and Preparedness of the student are 5 different issues with Clinicals/Labs – all require a separate focus.

- **"Clinicals are okay but I feel the major focus is academics. I go to clinicals and do what I need to do but I must pass the class in order to move on. I feel clinicals could be more hands on. On some clinicals like peds hands on experience is limited."**
- **"Clinicals are very disorganized. There is no communication between the clinical coordinator and the student when things are needed to compliant. Clinical experience has not been the best because I feel like I have learned nothing. Some of my instructors are not willing to help me or encourage me to be hands on and learn to my best benefit."**
- **"I am afraid to go out in the real world – I am not getting what I need here."**
- **"I don't feel that I can be a competent nurse based on what I am learning here. My opinion of CCN has dropped dramatically. I am afraid that I am going to end of killing patients."**

CCN Qualitative Research May 2008 – CMB

➢How do we improve our NPS?

CHAMBERLAIN
College of Nursing

Communication, Seriousness, Resources, Transparency, and Preparedness of the student are 5 different issues with Clinicals/Labs – all require a separate focus.

- **"It's very, very boring and you don't learn anything. I get so jealous listening to other students that took A & P elsewhere...that's how people learn is hands-on. I feel like I am getting nothing out of it." (BSN, Phoenix)**
- **"We have equipment in our labs, but we don't necessarily have not enough for all of those who are actually practicing labs, so you spend half the time waiting to use the equipment." (BSN, Columbus)**
- **"We read everything in a book, and then we go to clinical places. It is positively terrifying" (ADN, Columbus)**
- **"In our OB course, we did not learn beforehand [before clinical] how to assess a newborn and how to assess the mother. We read it, but we didn't physically go to a lab and know what you need to do step by step." (ADN, Columbus)**

CCN Qualitative Research May 2008 and December 2009

➢How do we improve our NPS?

CHAMBERLAIN
College of Nursing

Communication, Seriousness, Resources, Transparency, and Preparedness of the student are 5 different issues with Clinicals/Labs – all require a separate focus.

- **"Everything seems like a secret…you don't know when clinical is going to start, you don't know where you're going for clinical, you don't know how they are dividing you, and if you ask, you get the response of 'I know, but you don't know'"**
- **"There seems to be a lack of communication" You can be new, you can not be 100% sure, but if everyone is on the same page (communicating), I'll work with you." St. Louis"**
- **"Too much medical terminology – FRUSTRATING for those who have never been in the medical field. IF THEY TOOK CLASSES IN THE LABS INSTEAD OF GOING THERE FOR A TEST we would actually learn something"**

CCN Qualitative Research May 2008 and December 2009

How do we improve our NPS?

CHAMBERLAIN
College of Nursing

- Start with Labs

1. Fix/Repair all lab equipment especially in St. Louis
2. Ensure lab supplies are in stock
3. Provide better faculty to teach labs
4. Work in smaller groups in the lab so everyone has an opportunity to work hands on
5. Appoint a lab coordinator in each location
6. Increase lab time in the curriculum itself
7. Aggressively promote open lab
8. Encourage peer group lab projects- pair employed in health with not employed in health

19

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Pricing FY10 +

Consumer Characteristics

23

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Chamberlain nursing students were clear about their program choice. <u>Pursuing the nursing degree was a "non-negotiable"</u> for most participants.

"I think we're so passionate about becoming nurses we'll pay almost anything." (BSN, Addison)

Chamberlain could take an <u>aggressive price leadership position</u>. So long as out-of-pocket expenses can remain minimal, significant price increases will likely create minimal changes in demand.

"I could wait at another school or pay more to come to Chamberlain now. It would actually save me money jn the long run to get done faster and earn nursing wages sooner." (BSN, St. Louis)

Based on 11 focus groups with students in January, 2009

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Most Redacted by HELP Committee would continue with Chamberlain at a Redacted by HELP Committee price increase and many Redacted by HELP Committee even at a Redacted by HELP Committee hike

(Caution: Qualitative Research- directional results)

Redacted by HELP Committee Redacted by HELP Committee

"There was absolutely no top for me. I could honestly say that. If they would have told me it was $60,000 a semester, sign up." (BSN, Addison)

"I knew what the costs were going to be but I didn't really care [what the cost was going to be]. I'm going to have this job until I retire, and if it costs me $30,000 for a good job for the next 15 years, that's a drop in the bucket." (BSN, Phoenix)

"It's definitely way more expensive. But either way, I am paying for college. And if I can get it done quicker, that was way more important to me because I'll be out in the work force, making more money." (ADN, Columbus)

"Cost is one thing and affordability's another." (RN-BSN, Columbus)

Based on 11 focus groups with students in January, 2009

Students seem total price agnostic

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"Which pricing scenario do you prefer"

Redacted by HELP Committee

Based on 11 focus groups with students in January, 2009

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Of course, if students were to have a choice, one will see Redacted by HELP Committee evidence of price elasticity. Overall, on a the scale of Redacted by HELP Committee increase in tuition, you can expect to lose share of preference for every Redacted by HELP Comm increase in tuition.

Redacted by HELP Committee

Tuition Increase

CCN Quantitative Research with 588 inquirers- about half had already enrolled by the interview time- Jan 2009

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However, price Structure can mitigate the loss of share preference For example, offering a Redacted by HELP Committee grant facilitates increasing tuition up to approximately Redacted by HELP Committee before any loss in share of preference is seen.

Redacted by HELP Committee

Tuition Increase

CCN Quantitative Research with 588 inquirers- about half had already enrolled by the interview time- Jan 2009

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For example, low interest rate, grants and no cash expense allows Redacted by HELP Committee increase

Which financial package would you choose?

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Recommendations

1 Two Options for FY10

1) Increase tuition by Redacted by HELP Committee at all campuses and programs. In addition, each student will be eligible for a [redacted]/semester scholarship. Chamberlain should work to ensure that student's out-of-pocket expenses are reduced close to [redacted] through a streamlined private loan process (either through DeVry's Educard program, or third party vendor).

2) Increase tuition by [redacted] and Offer a menu of packages to meet the unique needs of the student segments:
   - ✓ Cash Conscious: [redacted] out-of-pocket expenses, books included in cost of tuition
   - ✓ Interest Rate Conscious: [redacted] out-of-pocket expenses, [redacted] interest rate on private loans
   - ✓ Tuition Conscious: [redacted] in scholarships, [redacted] out-of-pocket expense

2 Chamberlain should weigh the risks and returns of a move to a "fixed tuition" structure, as students highly value predictability in pricing

3 Chamberlain should invest immediately in brand reputation as it rates significantly low than competitors in each market. RN-BSN **is a notable exception**

➢Pricing FY10+?

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- CCN **can** effect a [redacted] increase for all programs without any loss in share of preference provided it compensates with no out of pocket or scholarships.

Redacted by HELP Committee

- **Should** CCN take a [redacted] increase?
  - Scholarships help with advocacy/reputation
  - Price Premium is a cause and effect of brand reputation
  - If the revenue surplus is invested in better lab experience and faculty/facilities- this could be a win-win for CCN and students.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

DeVry

Default Management Update

August 4, 2010

Advanced Academics, Inc. | Apollo College | Becker Professional Review | Chamberlain College of Nursing | DeVry University | Ross University | Western Career College

Dashboard - GRC

Cohort Default Management Solutions - Executive Dashboard

DeVry Inc.

Key Performance Indicators (KPIs) Effective: 8/2/2010

Activity Summary	FY2009	FY2010	Total
Initiative Start Date	5/23/2010	5/23/2010	-
Student Borrower Placements	5,011	3,809	8,820
Telephone Attempts	50,097	32,226	82,323
Telephone Right Party Contacts (RPCs)	412	401	813
Telephone Contact Rate (%)	8.2%	10.5%	9.2%
Unique Student Borrower Contacts*	330	317	647
Unique Student Borrower Contact Rate** (%)	6.6%	8.3%	7.3%
Student Borrowers in 'Skip' Status***	1,592	921	2,513
Skip Rate (%)	31.8%	24.2%	28.5%
Resolved Delinquencies (Cures)	**388**	**388**	**776**

*'Unique Student Borrower Contacts' are the number of student borrowers contacted at least once via telephone.

**'Unique Student Borrowers Contact Rate' is calculated by dividing 'Unique Student Borrowers Contacts' by 'Student Borrower Placements'.

***Student borrowers without a 'valid' telephone number on file.

Fiscal Year (FY) = October 1 through September 30

Cure Type (GRC Generated)	FY2009	FY2010	Total
Payment	91	95	186
Deferment	48	49	97
Forbearance (Verbal)	129	133	262
Forbearance (Written)	120	111	231
Total	**388**	**388**	**776**

GRC Student Borrower Status	FY2009	FY2010	Total
Early Delinquency (<150 days past due)	2,005	2,176	4,181
Late Delinquency (>150 days past due)	2,616	1,245	3,863
Current	388	388	776
Student Borrower Placements	**5,011**	**3,809**	**8,820**

Cure Rate	FY2009	FY2010
Cure Rate	7.7%	10.2%
Days Remaining in the 2-Year CDR Evaluation Period	58	423
Days Remaining in the 3-Year CDR Evaluation Period	423	788

DEVRY0037185

DeVry, Inc.
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Excerpts, selected by the HELP Committee, from a larger document produced by the company

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into as of this 20th day of May, 2010 ("**Effective Date**"), by and between Chaperone LLC, a Delaware limited liability company ("**Consultant**"), and DeVry Inc., a Delaware corporation ("**Client**").

1. SERVICES; LICENSES.

1.1 **Statement of Work**. The services to be provided by Consultant (the "**Services**") are identified in Exhibit A, Statement of Work (the "**Statement of Work**").

1.2 **Performance of Services**. Consultant shall render the services set forth in the Statement of Work in a timely and professional manner consistent with generally accepted industry standards. Client shall provide in a timely and professional manner, and at no cost to Consultant, assistance, cooperation, complete and accurate information and data, computer network interconnections, and other resources reasonably requested by Consultant to enable Consultant to perform the Services, as further provided in the Statement of Work and Exhibit C, Data Request ("Data Request") (collectively, "**Assistance**"). Consultant shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager to interface with Consultant during the course of the Services.

1.3 **License to Client**. Consultant grants to Client a personal, nontransferable, nonexclusive, worldwide license during the term of this Agreement to use, within Client's enterprise only, any materials developed by Consultant for Client under this Agreement solely for Client's internal business purposes.

1.4 **License to Consultant**. Client grants to Consultant a personal, nontransferable, nonexclusive, worldwide license during the term of this Agreement to use, for purposes of performing the Services, any materials provided by Client to Consultant under this Agreement.

2. COMPENSATION.

The amounts payable by Client to Consultant and the dates on which such payments are due are set forth on Exhibit B, Payment Terms (the "Payment Terms"). Any undisputed amounts payable by Client under this Agreement that remain unpaid sixty (60) days after the due date will bear interest at the rate of six percent (6%) per annum, or .5% per month, from the due date until the date paid.

3. TERMINATION.

3.1 **Term**. This Agreement shall commence on the Effective Date and continue in effect for a period of twelve (12) months.

3.2 **Termination for Cause**. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches any obligation hereunder, including the failure to make any payment when due, which default is incapable of cure or which, if capable of cure, has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party.

3.3 **Effect of Termination**. Upon termination of this Agreement, Consultant shall immediately cease performing any Services and Client shall pay Consultant any compensation due for Services actually rendered. In addition, at Client's sole discretion, Consultant will complete any Services already initiated at the time of any such termination. Client shall also pay Consultant any amounts that become due and payable following such termination for work performed prior to the termination, as expressly provided under the Payment Terms. Sections 1.4, 4, 5, 6 and 7 shall survive the termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and

Exhibit B

Payment Terms

Fixed fees

- $7,500 per month payable Net 30 days for the life of the contract with first payment due at execution of Agreement and subsequent payments due .per Net 30 days terms.
- $75 per Borrower who participates in a Counseling Session payable by Client to Consultant within thirty (30) days of presentation of invoice to Client ("Fixed Borrower Fee").

Performance fees

Client will pay Consultant a performance fee per Borrower ("Performance Fee") in addition to the Fixed Borrower Fee if Borrower either makes his or her required minimum payment under his or her current repayment plan, enrolls in one of the repayment plans defined below, or enters a deferment, as defined below. The Performance Fee will not be paid if a Counseling Session was not held with the Borrower (No Performance Fee will be paid if the account was brought current as a result of the Borrowers' actions but without Consultant's interaction). Consultant will not receive a Performanee Fee for putting a Borrower into forbearance or Deferment, as defined below. Client agrees to pay a Performance Fee to Client if the Borrower meets the aforementioned loan repayment conditions for two (2) consecutive months ("Successful Outcome"). A Performance Fee is payable upon reasonable evidence of a Successful Outcome and presentation of invoice to Client. Performance Fees will continue to be due and payable after termination of this Agreement upon achievement of Successful Outcomes

	Stafford (subsidized)[1]	**All Other Federal Loans**[2]
Forbearance[3]	$0	$0
School Deferment[3]	$0	$0
Deferment other than School[4]	$50	$25
Consolidation[3]	$75	$75
Repayment[5]	$75	$75

1 Includes subsidized Federal Stafford Loans provided under the FFELP and DL Program.

2 Includes unsubsidized Federal Stafford Loans provided under the FFELP and DL Program, Federal Graduate/Professional PLUS Loans, and Federal Perkins Loans.

3 See https://www.dl.ed.gov/borrower/QctrlIelpIndex.do?SectionId=Glos.

4 Deferment other than School refers to deferment for students re-enrolling in the DeVry system.

5 See https://www.dl.ed.gov/borrower/QctrlHelpIndex.do?SectionId=Glos. Includes Borrowers who make their required minimum payments under any repayment plan, including any of the standard, extended, graduated income sensitive, income contingent and income based repayment plans.

Payment obligations to Consultant will be calculated by Consultant based on the weighted average of a Borrower's federal student loan portfolio. For example, payment to Consultant for a Counseling Session that successfully puts a Borrower with $5,000 of subsidized Stafford loans and $10,000 of unsubsidized Stafford loans into Deferment other than School would be $33.33 ($5,000/$15,000 x $50 + $10,000/$15,000 X $25).

VIRGINIA-#293531

Excerpts, selected by the HELP Committee, from a larger document produced by the company

COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 16 day of April 2010, between GENERAL REVENUE CORPORATION ("GRC"), and DEVRY INC. ("DEVRY").

WHEREAS, certain indirect subsidiaries of DEVRY operate post-secondary educational institutions (collectively, the "Schools");

WHEREAS, some of the students at tha Schools who finance their education at the Schools with Federal Family Education Loan Program ("FFELP") and Federal Direct Loan Program ("FDLP") student loans;

WHEREAS, DEVRY desires to minimize the number of student loans accounts which default in their current year federal Cohort, as defined in 34 C.F.R. 668.181, et seq.; and

WHEREAS, GRC is in the business of providing Cohort Default Management Services, and desires to assist DEVRY with managing its Cohort Default Rate;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contaired herein and for other good and valuable consideration, the receipt of which is hereby ackrowledged, the parties hereto agree as follows:

I. CONTRACTING PARTIES:

GRC is an Ohio corporation with its principal place of business at 11501 Northlake Drive, Cincinnati, Ohio 45249, and DEVRY's principal place of business located at 3005 Highland Parkway, Downers Grove, Illinois 60515. Each party warrants to the other party that the person executing this Agreement on its behalf is duly authorized to do so.

II. BORROWER AND ACCOUNT PLACEMENT:

During the term of this Agreement, DEVRY shall, at its sole discretion, designate certain student loan accounts (each an "Account", and collectively "Accounts") of students who are borrowers in its federal Cohort, as determined pursuant to 34 C.F.R. 668.183(b) (each a "Borrower", and collectively "Borrowers"), for each specific Cohort year being serviced by GRC, and GRC shall provide the applicable Services (as defined below in section III. Statement of Services to be Performed) with the goal to prevent Accounts from entering into default, and to minimize the DEVRY Cohort Default Rate, as such term is defined and calculated pursuant to 34 C.F.R. 668.181, et. seq. for that specific Cohort year.

III. STATEMENT OF SERVICES TO BE PERFORMED:

GRC shall provide DEVRY with specialized PFELP and FDLP student loan borrower default management services, including, without limitation, monitoring of Accounts to avoid delinquency and default of Accounts, contacting and informing Borrowers via telephone and mail regarding their Account, updating Borrower demographic information, obtaining Borrower and Account information from third party lenders, servicers and guarantors, file balancing all data files received to ensure all records are accordance with customary and usual procedures for other cohort debt management companies which manage cohort debt similar to Accounts; and (2) use and exercise that degree of skill and attention that is customary with other cohort debt management companies which manage cohort debt similar to Accounts. GRC understands that the Students and Borrowers are customers of DEVRY, and GRC, and its agents, representatives and subcontractors, shall treat all Borrowers with courtesy and respect and shall be fair, courteous and professional in all dealing with the Borrowers.

M. FILE BALANCING.

GRC shall conduct file balancing (data integrity validation) on all data files received from DEVRY or any guarantor, lender or servicer and shall (1) ensure that all of the records are received and processed, and (2) review all such data files and compare records received to GRC's current database to ensure updates were received for all records and that no extra records were received. GRC shall transfer all such data files to and from GRC in mutually agreed upon consistent and predefined formats using FTP or a file exchange web site and established GRC procedures.

VI. **FEE FOR SERVICES:**

DEVRY shall pay GRC a one-time Placement Fee (the "Fee"), billed during month following the placement, per Account upon the designation of such Account in accordance with Article II of this Agreement as follows:

A. FISCAL YEAR 2009 AND SUBSEQUENT COHORTS.

DEVRY shall pay GRC a one-time Placement Fee of **$45.50** per Borrower placed to receive Cohort Default Management Services upon separation from school for up to 42 months of coverage (during the 6-month grace period and up to 36 months of repayment).

B. COHORTS ALREADY IN PROGRESS.

For Borrowers in Cohorts already in progress for the following Cohort Fiscal Years the per-Borrower Placement Fee will be as follows:

- FY2009 Student Borrowers = **$35.00** (up to seven (7) months of coverage through September 30, 2010)
- FY2010 Student Borrowers = **$35.00** (up to 18 months of coverage through September 30, 2011)
- FY2011 Student Borrowers = **$40.00** (up to 30 months of coverage including grace; accounts to be placed upon separation from school through September 30, 2012)

C. CONSIDERATIONS FOR RE-ENROLLED STUDENT BORROWERS.

GRC will only bill DEVRY once per Borrower per Cohort Fiscal Year (the year in which the Borrower's loan first enters grace).

There will be instances when a DEVRY student borrower will enter a grace period, thus being placed with GRC to receive Cohort Default Management Services, only to re-enroll at DEVRY or another institution in a future semester. In such cases, if a student borrower has re-enrolled at DEVRY or any other institution during the 6-month grace period after being placed by DEVRY with GRC (for Cohort Default Management Services), GRC will hold the Placement Fee and track the student borrower's future placement. This procedure shall apply regardless of how many times a student enters a grace period and subsequently re-enrolls. Once the student borrower is officially placed with GRC by DEVRY upon separation from school, GRC will not charge DEVRY for the subsequent placement. The student borrower's placement status and the previously-paid Placement Fee will be reflected in the 'Request for Billing Campus Report' as part of GRC's monthly Executive Dashboard reporting package.

All placement fees paid by DEVRY for accounts on which contact attempts have not been made at the time that the agreement expires or is terminated will be returned to DEVRY.

VII. REPRESENTATIONS AND WARRANTIES OF GRC:

A. GRC is duly organized, validly existing and in good standing under the laws of its state of incorporation and is duly qualified to do business, and is in good standing in every jurisdiction in which the nature of its business requires it to be so qualified. GRC has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement. GRC will comply with the laws of each state to the extent necessary to perform its obligations under this Agreement.

B. This Agreement and all other instruments or documents to be delivered hereunder or pursuant hereto, and the transactions contemplated hereby, have been duly authorized by all necessary corporate proceedings of GRC.

C. The execution and delivery of this Agreement by GRC hereunder and the compliance by GRC with all provisions of this Agreement do not conflict with or violate any applicable law, regulation, or order and do not conflict with or result in a breach of or default under any of the terms or provisions of any contract or agreement to which GRC is subject or by which it or its property is bound, nor does such execution, delivery, or compliance violate the by-laws or articles of incorporation or formation of GRC.

D. This Agreement constitutes a legal, valid and binding obligation of GRC enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

E. There are no proceedings or investigations pending or, to GRC's knowledge, threatened against GRC, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over GRC or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this

CHAMBERLAIN
ONLINE

RN to BSN Common Phone Objections

COMMON OBJECTIONS	VERBIAGE TO OVERCOME OBJECTIONS
I don't have time to talk.	I understand. When is the best time to reach you? What is the best number to reach you? While I have you on the phone, what information can I prepare for our follow-up call?
Send information in the mail. Just collecting information	What kind of information are you looking for? I would be happy to e-mail you information. This would be the fastest method to get you all the information that you need. While I have you on the phone, I am the best source of information. Are there any questions that I can answer for you?
I want to look over information before speaking with you.	While I have you on the phone, I am the best source of information. Are there any questions that I can answer for you? I would be happy to e-mail you information. This would be the fastest method to get you all the information that you need. Let's go over a few questions so I can send you the information you are looking to review.
I want to start next session.	Okay. How long have you been considering earning your BSN? Is there any particular reason why you are waiting until the next session? Your application is good for multiple sessions. Let's go ahead and answer all the questions that you have and we can get the process started. This will give you all the information you need to prepare for classes starting next session.
Too busy right now... (Taking care of ill parents, going through a divorce, family commitments taking priority, etc.)	Use *Feel, Felt, and Found* method here. I understand that you are going through some tough times right now; however, what motivated you to request information at this time? I understand that you may have a busy schedule right now, however with our accelerated online program; you can work your educational schedule around your other schedules.
How much does Chamberlain cost?	This will depend on what credentials you already have and what transfer credits you may be awarded. Do you have a diploma or an ASN/ADN in nursing? (go into interview) Total tuition will depend on many factors such as; the number of credits you have left to complete your degree program and course load.

[FieldPage]

DEVRY0085118

DeVry, Inc.
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No money. Can't afford your tuition.	Many people have your same concern. However, there are options out there that allow you to make school more affordable. What financing options are you familiar with? Financial aid is available to those who qualify and we offer monthly payment plans. Do you have tuition reimbursement through your work? Do you have military assistance? If so, what is the program? You may also use a combination of sources to help you pay for tuition.
Not looking to start school for another year. To busy to get started in school.	It sounds like you are thinking well in advance for your future. That is why I recommend that we answer any questions that you may have. Why have you started your search now? What is preventing you from starting school now? I would be more than happy to answer any questions you have and e-mail you some further information.
I am going to another school.	Congratulations! What school have you decided to attend? What was it about X school that you liked? Best of luck to you! Should your plans change, please feel free to contact us again!
I remember requesting information, but I am no longer interested.	That's okay. Why have your plans changed? Have you thought about how a BSN could open up more opportunities for you? Try to relate Chamberlain's features and benefits into the conversation.
Chamberlain is more expensive that other colleges I'm looking into.	I understand how cost is a concern. Is cost the only concern that you have? Do you plan to make your decision about a school based on cost alone? How do you plan to finance your education? Chamberlain's program cost is comparable to other schools in our industry. With Chamberlain you only have to pay for the credits that you have left to complete the program.
I am not sure where/if I will attend. I'm just gathering information. **I'm just looking for…**	That is great that you are doing all the research in order to make a well-informed decision. What questions can I answer for you?
I just want my transcripts evaluated.	That is great. Let's go ahead and start the application process and I will be able to order your official transcripts for you. This will allow us to give you more information on what credits will transfer in and what you have left to complete for your degree.

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I just want to know the total cost of the program.	That is great. Let's go ahead and start the application process and I will be able to order your official transcripts for you. This will allow us to give you more information on what credits will transfer in and what you have left to complete for your degree. This will give you a better idea of what your total cost will be. Once your evaluation is completed you will be able to speak with Chamberlain's financial aid advisor to see what your financial aid options are. If you wish to complete the program ASAP, we offer a discount in tuition based on the hours you are registered for.

Rev 5-30.8

Deleted: 4.15/07.

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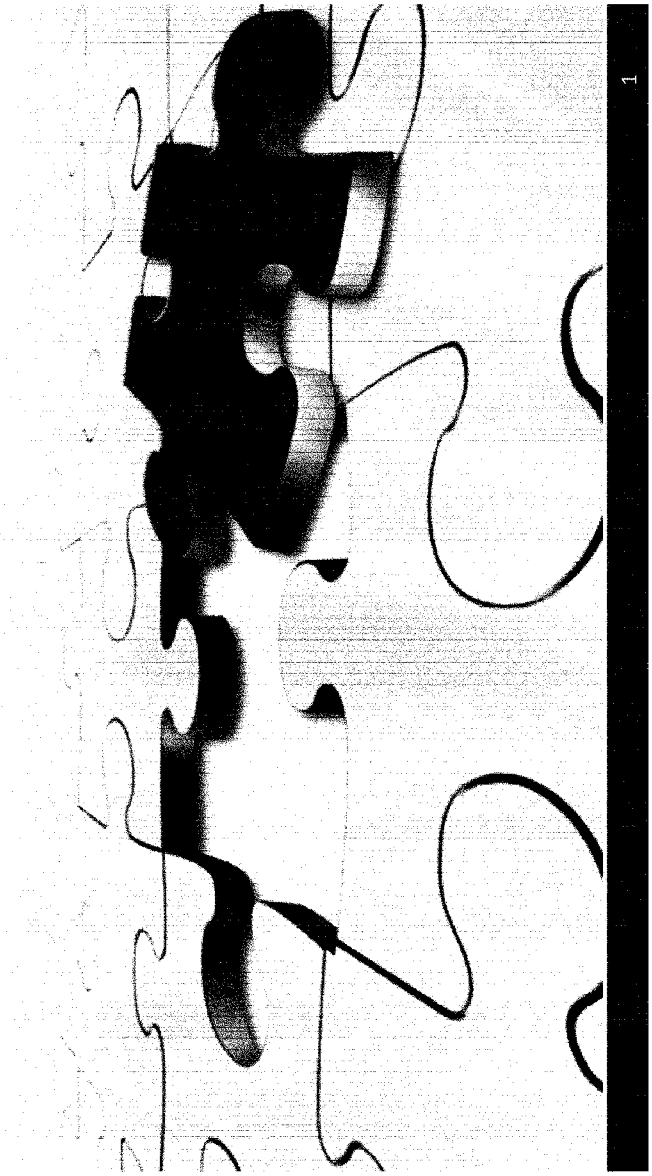
ADVANCED ADVISOR

ACADEMY & CERTIFICATION

Overcoming Objections



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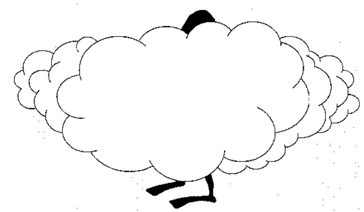
Smokescreens

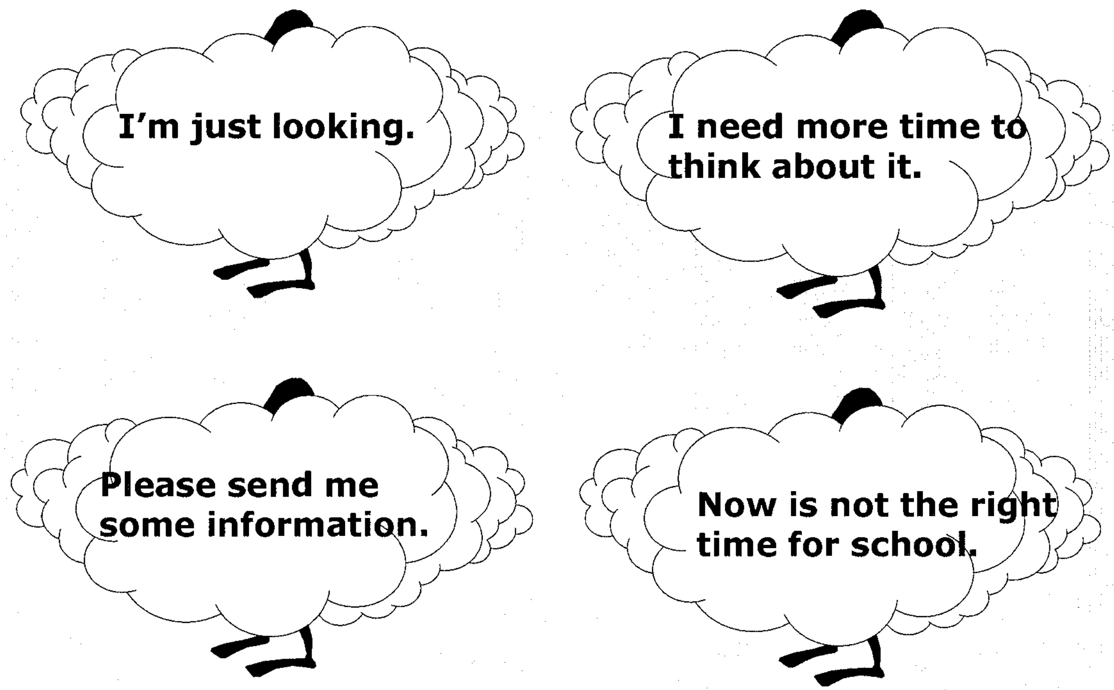


Defined…

- *a screen of smoke to hinder enemy observation*
- *something designed to obscure, confuse, or mislead*

Notes Slide : 6

Let's start with the literal definition of a smoke screen and compare it to the ones we here from our students. Does anyone in the room have a military background? What does the military use smokescreens for? Now let's compare to DeVry/Keller terms. Why do we hear smokescreens from our students?



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ACADEMY & CERTIFICATION

Notes Slide : 7

Discuss common smokescreens not just DeVry specific. We are all guilty of this one when we walk in to a store...? Why do we tell the sales clerk that we are just looking? What may we be afraid of or hiding from? Proceed with other sample smokescreens (not time to overcome yet, just stating examples). We will get to these when we have time to practice.

Objections

- ***A statement of challenge of resistance***
- ***Valid, emotional concern***
- ***Positive sign that decisions are being made***

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Notes Slide : 8

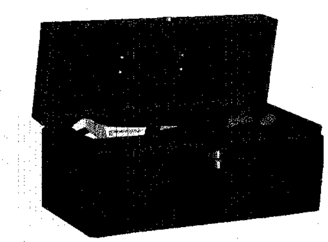
Now that we've discussed smokescreens let's define objections and understand the difference. Who can tell me what the definition of an objection is? What's the difference from a smokescreen? Is it bad to hear objections during the interview? Why or why not? When do they typically come up? Now that we understand what objections and smokescreens are, let's talk about what to do with them during the admissions process.

How do we...

Identify?

Neutralize?

Resolve?



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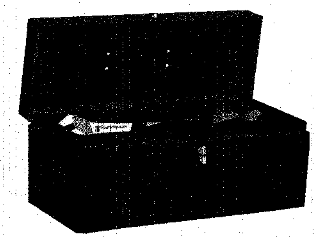
Notes Slide : 9

1) One use strategic questions 2) Prevent objections from happening. Sometimes this is as simple as conducting a solid interview. 3) Resolve – transition into techniques.



Feedback

Acknowledge

Isolate

Resolve

ADVANCED ADVISOR
ACADEMY & CERTIFICATION

Notes Slide : 11

The first step is to give feedback. Ex. "I don't have time to go to school" Student if I hear you correctly...what you are telling me is that you don't have enough time for school right now? Repeating the phrase with the goal of the objection eventually surfacing. Acknowledge – I can understand your situation where you might feel that you don't have enough time. Isolate to make sure that is the only objection "Other than time, what else concerns you about going back to school. Repeat F and A on all objections and Resolve. Does that sound FAIR?

Listen

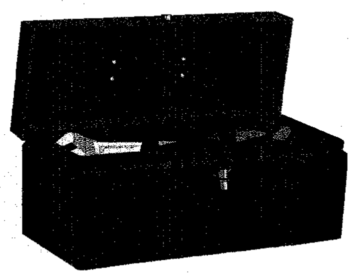
Acknowledge

Clarify

Answer

Confirm

Finalize



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ACADEMY & CERTIFICATION

Notes Slide : 12

L - This doesn't mean passively listening. It means listening actively – not just with your ears, but with your eyes and your mind. A - "You have every right to be concerned about that." Or, "I can appreciate how you feel." C- "Is it the cost of the program or your ability to pay for it that you are concerned with?" The second technique is to limit or rephrase the objection by saying something like, "Let me see if I understand – what you're really concerned about is the value of your education – is that right?" A – Following slide as techniques C - By asking confirming questions like, "Can you see the difference that would make?" or "Is that what you want?" F - If the prospect says "yes," then you are ready to **complete the finalization process.**

The "If" Statement....

DEVRY0085697

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Notes Slide : 13

The "if" statement is another effective way to transition into the Resolve step. Example...If I were to show you a way to make this affordable would you be willing to move forward? If I were to show you a way to fit education into your busy schedule would you be interested? Use as transition into answering objections.

5 Techniques to Answer the Objection

- Provide new information
- Reconfirm benefits
- Describe an alternative plan
- Clarify information that was misunderstood
- Turn a stated negative into a positive

ADVANCED ADVISOR
ACADEMY & CERTIFICATION

Top Two Reasons Students Don't Start School

ADVANCED ADVISOR
ACADEMY & CERTIFICATION

Notes Slide : 15

Ask training class- What do you think are the main reasons students don't start school? Typically the two main reasons students do not start school are cost and the fear of trying something new.

Overcoming the Cost Objection

- ***Is this an investment or debt?***
- ***Who do you know that's made this investment?***
- ***Why should you invest in yourself?***
- ***"You Say it they hear it, they say it they believe it?"***

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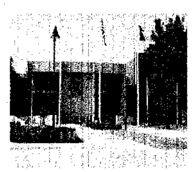
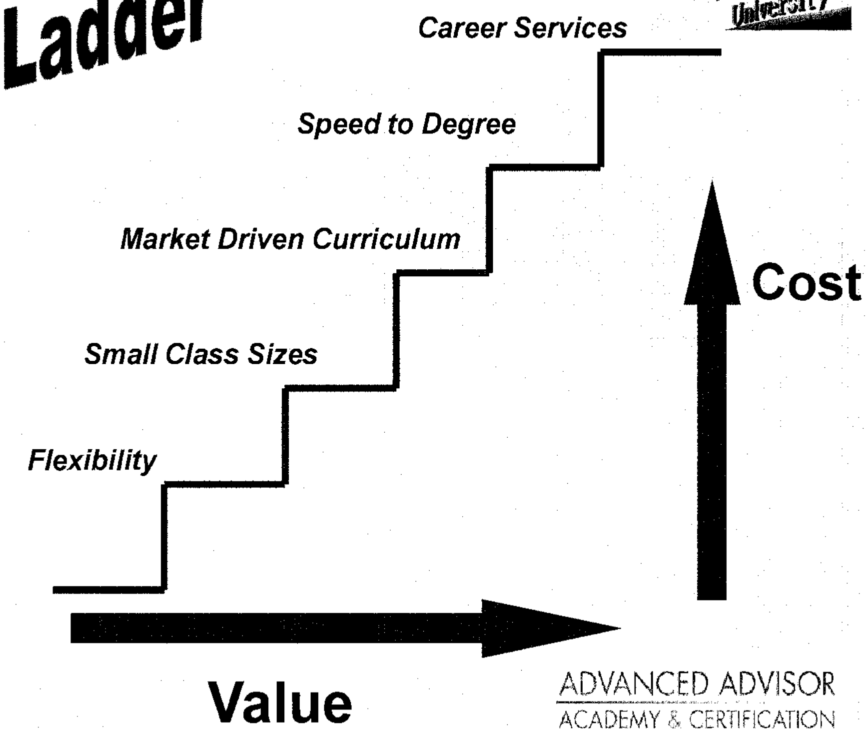
Notes Slide : 16

We need to make sure the prospect has the right mindset about cost VS investment. How do we help the prospect realize they are investing in themselves? (Lead into ROI)

Value Ladder





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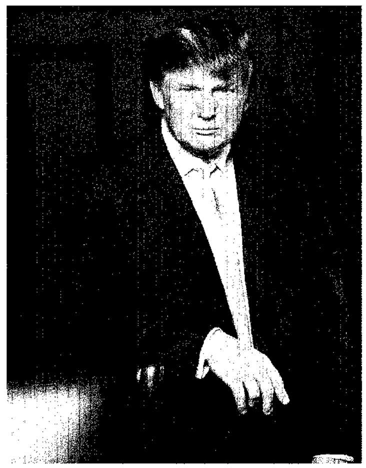
Notes Slide : 18

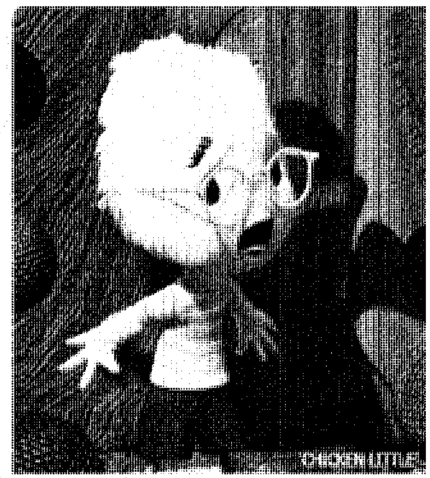
For the prospect to feel that DeVry is worth the investment value must meet or exceed cost. Taking away all of DeVry's features leaves the student with the option of community college. After explaining this slide have advisors take a minute to practice overcoming cost objection with partners. Revisit LACACF and feel felt found

Overcoming the Fear Objection

Vision Drawn



Fear Driven



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Notes Slide : 19

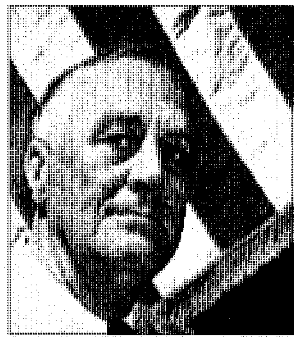
When overcoming the fear objection we need to think of what motivates people. Generally people are motivated in two ways. The Desire for Gain – Vision Drawn or The Fear of Loss – Fear Driven (Problem Pushed).

Sample PIE Questions

1. What got in your way the last time you tried to start school?
2. What has prevented you from ever starting school?
3. What are you most worried about starting/attending college?
4. How does it make you feel when you think about attending college?
5. How does it make you feel when you think of yourself graduating?
6. Is making more money important to you? Do you feel college will help you with that?
7. How does your family feel about you attending school? What are the positive effects for them? Negative?
8. What in your life do you want that you do not have now? What do you need to do to get it?
9. Are you where you wanted to be or imagined you'd be when you graduated high school?

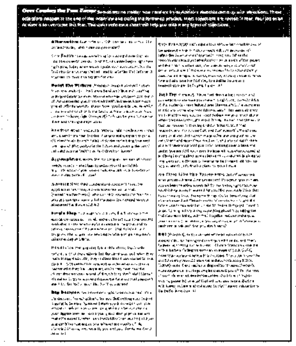
Notes Slide : 22

Sample PIE questions to identify fear and emotional motivation.



"The only thing we have to fear is fear itself."

--Franklin D. Roosevelt



- **Replace the fear of trying with a greater fear of not succeeding**
- **Compare and contrast consequences of trying VS not trying**
- **What happens 20 years from now if you don't earn a degree?**

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Notes Slide : 23

The easiest way to overcome a fear is to replace with a greater fear. Intensify the fear of not succeeding. Paint a clear picture for the prospect 20 years from now. Get them to take a look in the mirror...what do they see? Is that an option?

Common Objections…

- *I need to talk this over with…*
- *Isn't DeVry just a tech school?*
- *Now is not the right time*
- *Please just send me some info*
- *I don't have the $50*
- *I'm too busy to talk right now*

"Do you really want to wonder what could've, should've, would've, happened if you had only tried? Don't you think you would regret it if you didn't give it your best shot? Together we can make the future you want a reality if you're willing to try."

Notes Slide : 27

Sample verbiage continued. Give advisors a minute to practice overcoming the fear objection.

"Prospect, I know exactly how you <u>feel</u> and it's perfectly understandable that you are apprehensive about trying something new for the first time. I <u>felt</u> the same way when I started school too! What helped me through that was to think of myself 20 years later looking in the mirror at 40 years old and being able to say one of two things: Either, I'm sure glad I finished my education and now have the Career I always wanted or I wish I had finished my education instead of this job that I really don't want"!

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Online Admissions Advisor

CHAMBERLAIN
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New Hire Training

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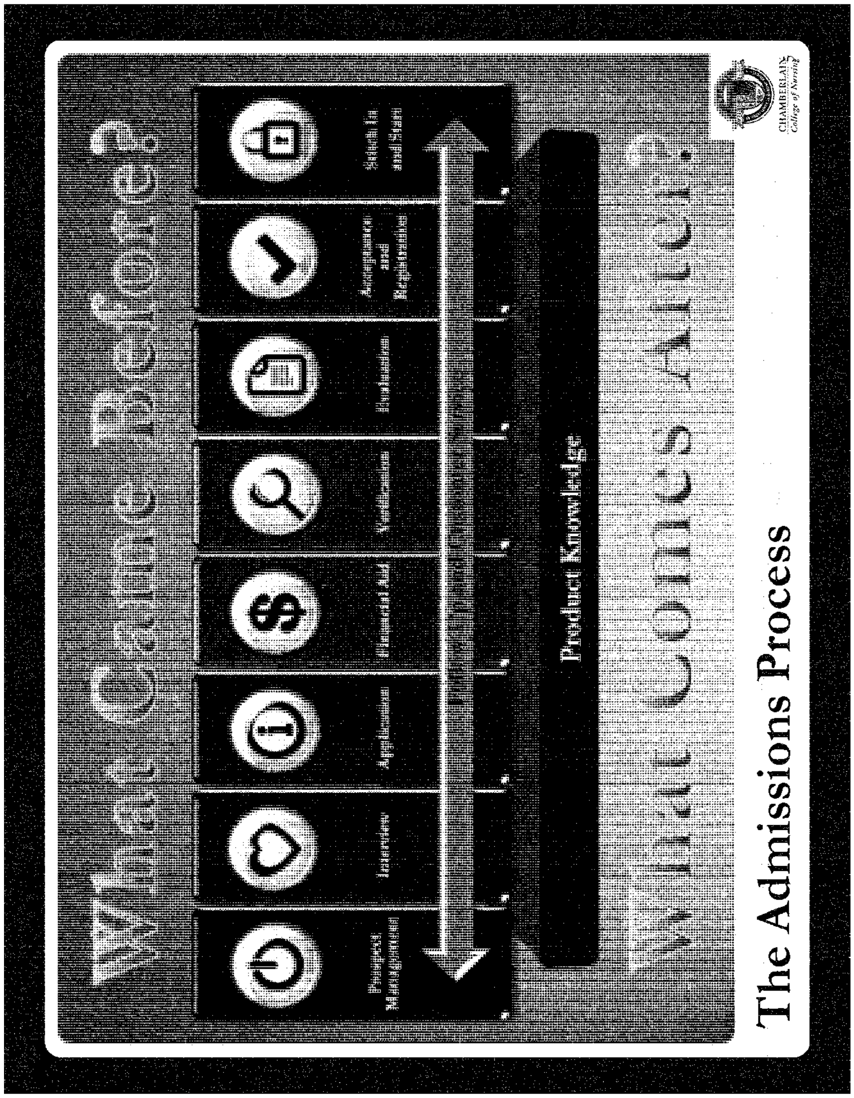

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Notes Slide : 5

1. Working Prospects is the first step of the eight step admissions process.

2. We will be asking two questions each time we introduce a new step to the process: What Came Before? What Comes After?

3. What came Before "Working Leads"? Nothing for us! It is the first step of the process and if it does not happen then the process does not start! However, we do get the nurse's information from them inquiring about our program.

4. What comes after "Working Leads"? If done well, then the rest of the process should happen consistently from step 2-8. The more this step happens the more times the process has a chance to be completed!

Notes Slide : 6

1. Working leads truly is the power to the process. That is why the picture assigned to this step is a power button. If you do not turn on the process then there is no power to keep it going. And the more times you turn it on the more power there will be!

Notes Slide : 7

1. This step is where you will develop new business. So, when you turn the power button on the hope is that you will see new business develop. You will start with only a list of names on a screen. You have to turn on the process by working those leads to find new students for Chamberlain.

2. We will ask this question of Will v Skill with each of the steps of the process as well. Will being the fact that we just need to do it! Skill being that there is a specific way it must be done or you will not have success. Every step will require a little of BOTH of these. However, with each step one will be heavier than the other. What do you think has more control in this step– Will or Skill? That's right! This step is all about will! There is a little skill involved as well. But with this step it is all about being willing to pick up the phone as many times as you can. And that takes us to our next point...

3. The Law of Ratios states that the more activity you produce the more results you will see. This is proven true in any phone recruiting business! The people who make the most calls tend to see the most results. Why? Because they have more opportunity to see it! If you are willing to pick up the phone and make 100 to 200 dials a day, you will see results from that!

Notes Slide : 10

Transition: How else do you think you can create urgency with a student?

Notes Slide : 54

Point out that they have example voicemail scripts in their Resource Guide in the back pocket of their notebooks. Explain that each team is a little different and they may have their own voicemails for their team. However, these are approved by compliance and it is important that we are compliant in all that we do.

Explain that with all voicemail it is important to keep these points in mind.

1. Be Excited
2. Smile with your voice
3. Say their name, say your name (names are personal and make a big impact in voicemail.)
4. Urgency!
5. No ifs- don't give them the option to call back, "call me if you are interested" as you are also giving them the option to not call back

We also provide you with an interview guide for when you do get students on the phone. We will look in detail at that tomorrow morning when we talk more about the interview.

Transition: We also provide you with tools for communicating through email.

Notes Slide : 57

Let's review the process... (Go over the 8 steps briefly)

So, what comes before the interview? This morning we talked in detail about the first step of Working Leads. We looked at the tools that you will have to help you be successful and hopefully at this point you feel as though you could sit down at a computer and begin working leads (at least on the technical side and if you don't get an RN on the phone. ☺) But what happens when you get an RN on the phone? You obviously want to move the process along and move on to the second step.

And what comes after this step. Well, honestly it depends on how well you do your interview... But, if you do it well then you should find the person wanting to fill out an application and work through the rest of the process with you to start the next session.

Transition: Why is it so important that we do a good interview?

Notes Slide : 58

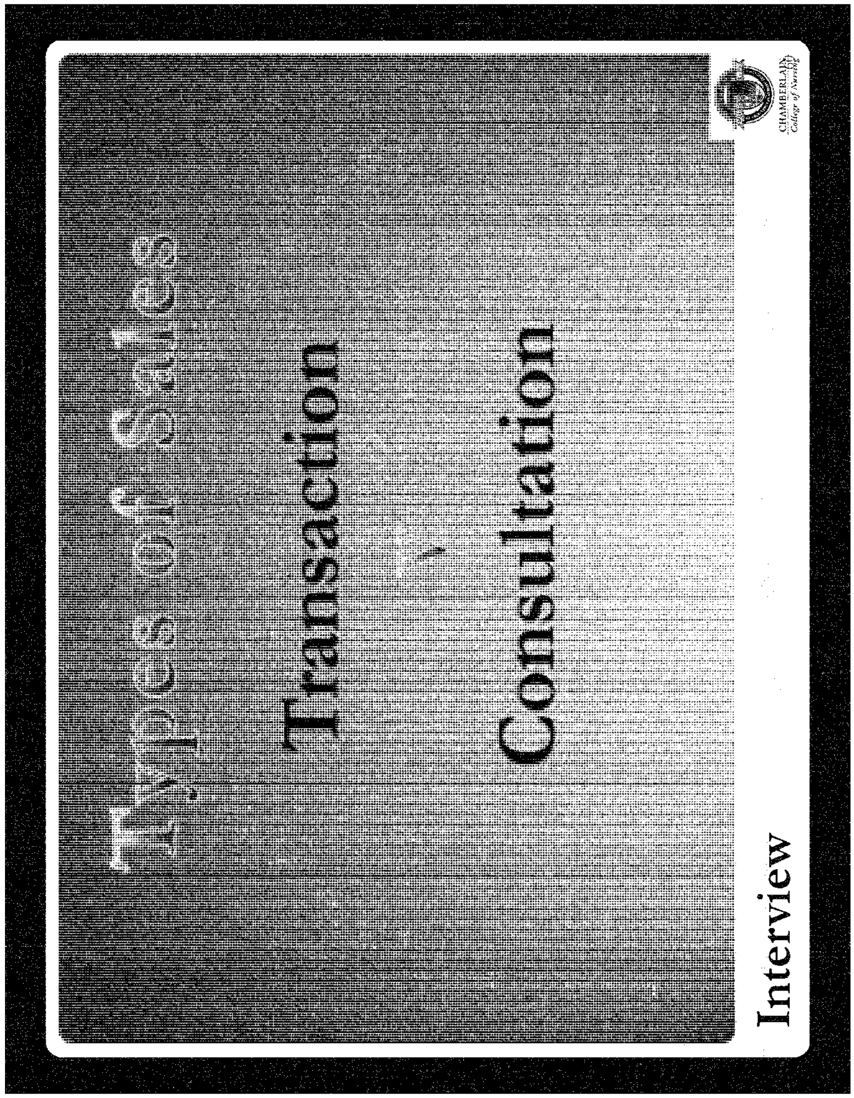
When we talked about Working Leads we said that it was the power of the process. You must turn on the process for anything to happen. However, once the process is turned on, the Interview is the heart of it! What would happen if your heart didn't work the way it is supposed to? If you had a blockage or it stopped beating all together? You would die, right?

Transition: That is the same with the admissions process.

Notes Slide : 59

- The interview is what keeps the process alive. You will find that if you do an effective interview it will keep the entire process running more smoothly. It will get your student from one step of the process to another. It will keep them going until they actually start the next session. It is this step of the process that will keep the whole thing alive and moving!
- We talked about will v skill with working leads and said that it is mostly will. You have to pick up the phone. You have to make the calls. If you are willing to put in the work then you should see results. Do you think the interview will be heavier on the will or the skill side? You will have to be willing to put in the energy to make it happen. But for this step of the process this is definitely skill heavy! You have to be able to keep a person on the phone and help them to work past their objections. You will have to be able to take the product knowledge that you have learned and apply it to the process. There is definitely skill involved here!
- Part of that skill is in selling! This is a sales position. Yes, you are calling people who have requested information about our program for the most part, but that does not mean that they are simply going to hear from you and always decide to go to school here. There is a lot of competition out there. If they are talking to you likelihood is they are also talking to a number of other schools. You will have to learn to sell yourself and the program in a way that gets them excited and keeps them excited until the day they start. This is all part of the interview. Remember, if it isn't working well the process will die here. The person will get off the phone and likely you will never talk to them again. The interview is your selling point!
- We will provide you with tools for this step of the process as well. Though these will be more soft skill tools. The one thing we will give you on paper is our interview guide. It is not a script but a guide to a great interview. It is proven to work and we will go into that in more detail toward the end of our time together this afternoon.

Transition: So, as I have mentioned, a big part of the interview is selling. Let's talk about the type of sales we will be doing during the interview...



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Notes Slide : 60

On this slide you see two types of sales that an interview can be. One of them may get you to an application but is less likely to get the student to start. While the other is going to get you the application and a student who is excited about starting the RN to BSN program and will work through the process with you. Let's look at these two in more detail.

Using the white board to write down the ideas that they bring up ask, "What do you think of when you think of a sale as a transaction? Who does transaction types of sales? What are some descriptive words you would use for a transaction sale?"

Do the same for Consultation asking the same questions as above. Ask what the biggest difference between these two would be? Point them in the direction of one being product focused while the other is customer focused. One tends to talk about the product, what we call "Feature dumping" while the other focuses on how their product will benefit the customer, "Benefit Selling".

Transition: What difference can doing a transaction interview v a consultation interview make?

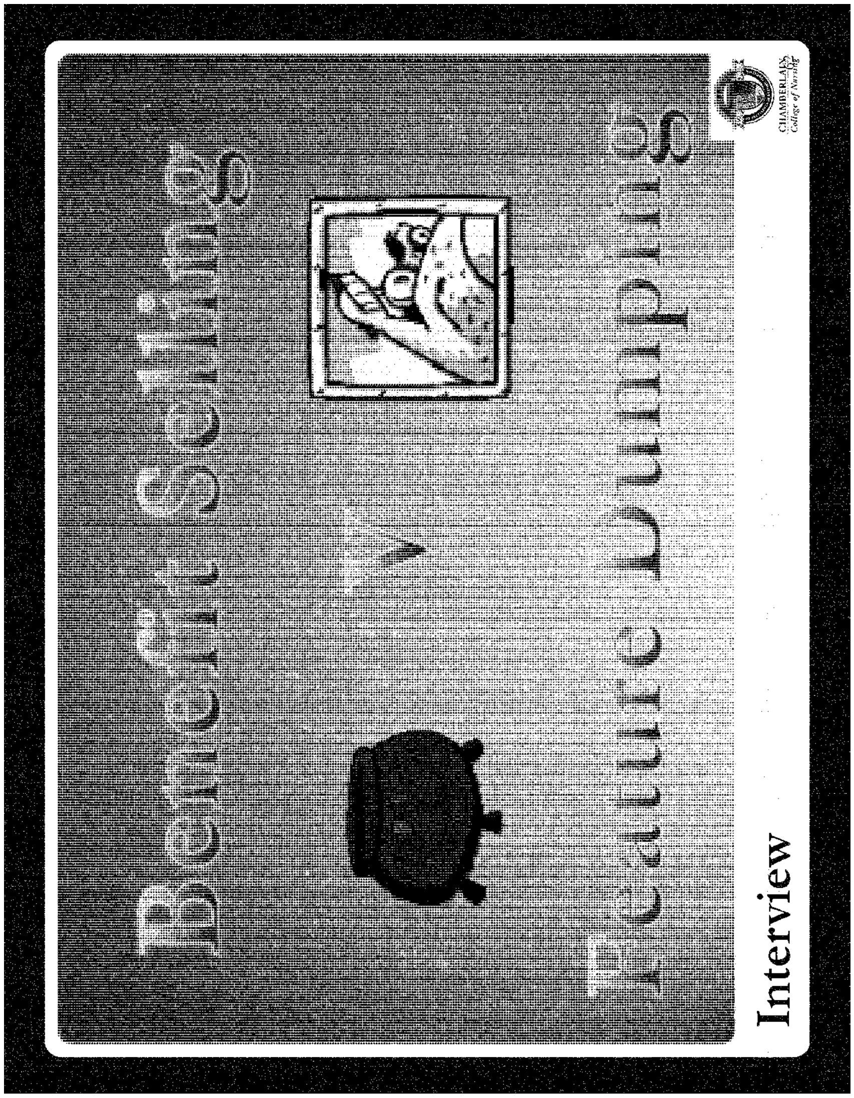
Notes Slide : 61

Let's look at the timeframe for our admission process. From the power turn on with great lead workage to the registration for class we hope to be about 2 weeks. Right? Remember our two week turn-around time? From the registration to the start of class could be anywhere from 2-8 weeks or longer, depending on when we register them and when classes start.

If we are going a transaction type sell during out interviews we are going to find that taking us to about this point in the process. A lot of times you may even get the application but then the person gets off the phone and goes to talk to a spouse or just starts thinking about going back to school and they will disappear. It is not personal to them, it is just a program that stand alone. So, we can lose them at this point.

If we are doing a consultation type sell during out interviews we are going to find that taking us to about this point in the process. That's right- all the way to the end. So, when they get off the phone and go to talk to their spouse they can say, "Hey, my doing this means I will have more time with you and the kids and can possibly get that promotion I have been wanting." It is more real to them because it isn't just a program, it is a plan for them!

Transition: How do we make sure that our interview is more of a consultation than a transaction?



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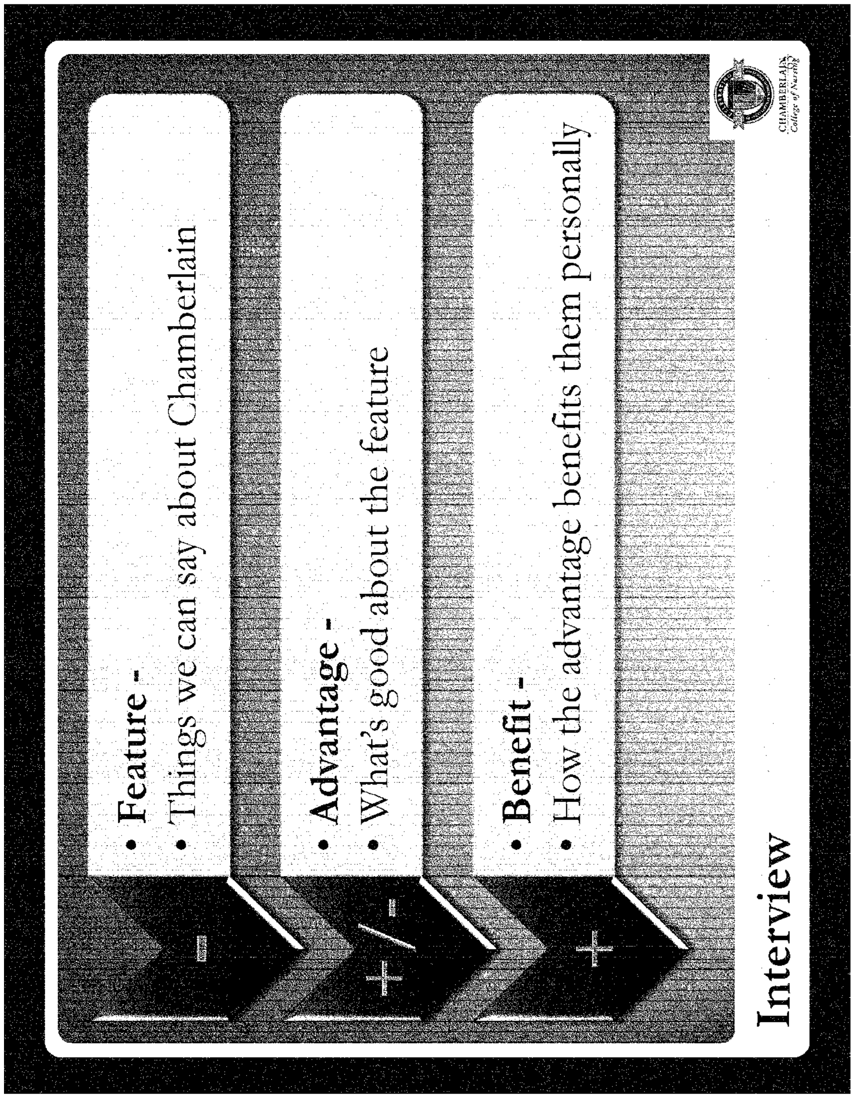
Notes Slide : 62

And we are going to call our approach Benefit Selling as apposed to Feature Dumping!

When you are Benefit Selling you are taking the great things about our program and making them personal to the student. You are selling them on why THEY personally should go to school at Chamberlain. You are selling the things that are important to them.

When you are feature dumping you are simply giving them a lot of information about Chamberlain but it may or may not apply to them at all. This can be overwhelming and the points that are personal to them can get lost in the shuffle.

Transition: Let's look at the different between a Feature and a Benefit.



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Notes Slide : 63

This diagram shows the three levels at which we can sell our program.

The first is by simply feature dumping. We tell the person all of the things about our program. You learned a lot during out product knowledge and intro to chamberlain. You have a lot that you can tell them! But this is not the best way to sell the program. That is why it is assigned a -.

The second is by selling the advantage of the program. We go a step past just giving them a lot of information here, but we actually share why that feature is good for a student who attends Chamberlain. This is probably where most people stay. It has good points and bad. You are giving them more than just a feature. You are telling them more than we are an online school that came from a classroom based program but you go a step further and tell them that this means that students who attend can have the flexibility of an online schedule while knowing they are getting a quality education.

But if we take it even one step further and sell the benefit to them, we will see more results still. This is where we make it personal. We have taken the time to talk with them. We have found out that they have two small children at home and want to be home with them as much as possible and there crazy nursing schedule already keeps them away. So, we tell them about how our program will fit all their needs because we are a quality program that will allow them the flexibility to be in school when it is convenient to them, while the kids are in school or in bed instead of having to spend time traveling to and from a campus program. It is personal to them, they can picture in their minds now how this feature will benefit them in their day to day life! This is Benefit Selling!

Transition: Now that we know the difference between features, advantages and benefits let's look specifically at Chamberlain's...

Notes Slide : 64

Using their Participant's Guide have them write down in the feature boxes as many features as they can come up with based on what they know about the program so far.

Make sure that the following are mentioned:

- Triple Accreditation
- Flexible, fast track program with 8-week courses
- Online platform available 24/7
- 80 transfer credits
- Same for diploma as for ASN
- Evaluation prior to enrollment
- Experienced, practitioner based faculty
- Run by nurse, taught by nurses, for nurses- single practice nursing school.
- Personal attention
- Structured Support

Transition: So, we obviously have a number of features to sell. But we don't want to just dump them all out! Let's take this a step further and find the advantages of these benefits...

Notes Slide : 6S

What are the advantages of each of the features that we listed. Talk through each of them.

Transition: So, if these are the advantages of our features how will be Sell the Benefit to our students?

Notes Slide : 66

The benefits are going to be different based on the person you are talking to. But the idea is that you will focus on the features that the person you are on the phone with will be the most effected by. You will make sure to personalize the advantages of those things that are most important to them. Ask the following as examples:

If I have told you that I have an employer who offers tuition reimbursement but that in order to receive that I have to do to a school that is accredited. How might you sell our triple accreditation?

If I have told you that my supervisor at work will be retiring in the next year to a year in a half and I know that to be considered for the position I will need my BSN. What feature will you focus on and how will you sell it to me?

If I have told you that I want to get my BSN so that I can eventually get into a position so I can make my own schedule because I have a young family at home and want to have a set schedule and be home more. What feature might you sell and how?

If I have told you that my employer is encouraging me to get my BSN but I do not see how it will benefit me because I plan to stay on the floor until I retire because I love patient contact and enjoy the fast pace environment, what feature might you focus on and how would you sell it to me?

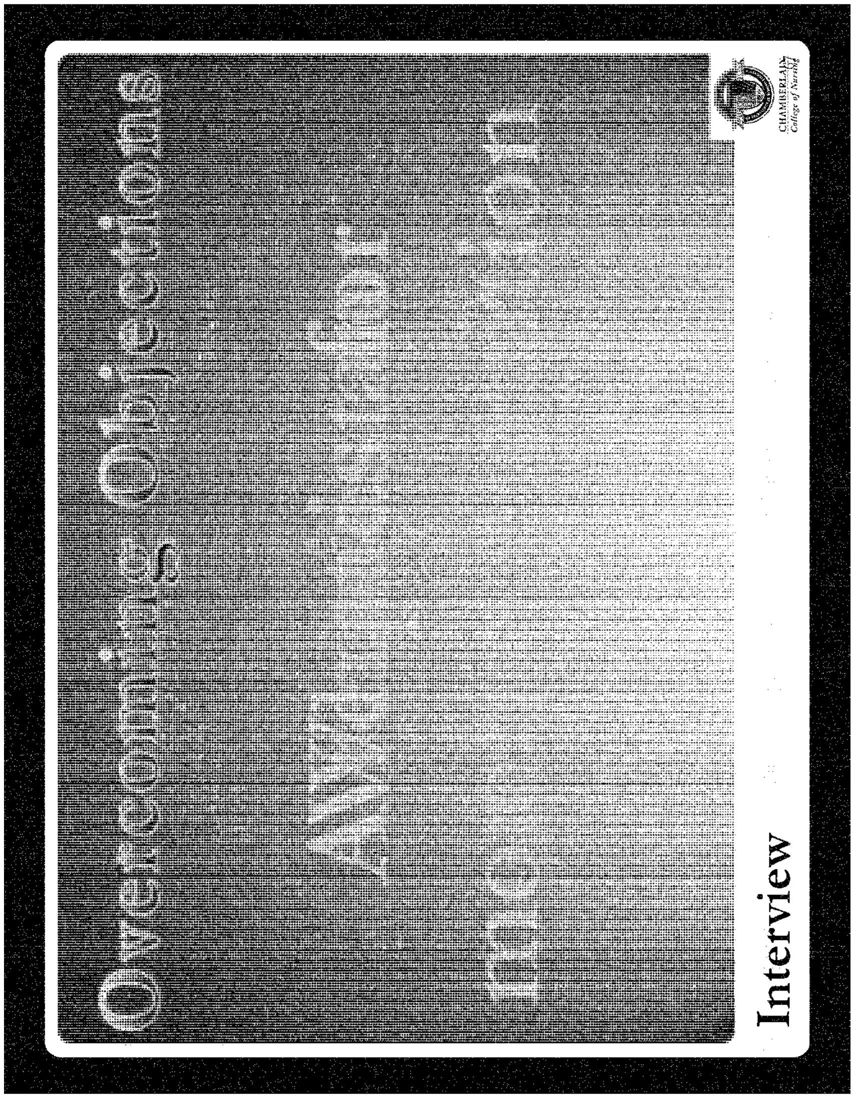
If I have told you that I am not sure about going to school online because it just doesn't seem creditable, what feature would you focus on and how would you sell it to me?

If I have told you that I haven't been in school for over 20 years and that the idea of being back in a classroom setting scares me to death, what feature would you focus on and how would you sell it to me?

If I have told you that I have been thinking about going back to school for years, but I just didn't know where to start and the process just seemed to overwhelming, what feature would you focus on and how would you sell it to me?

If I told you that I want to get my BSN and will start school in the next two months but need to speak to a number of schools to know what to expect for timeframe and cost before I will commit, what feature would you focus on and how will you sell it to me?

Transition: We are on our way to consultation selling by Benefit Selling and not Feature Dumping, but what happens when they are still objections in our way?



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Notes Slide : 67

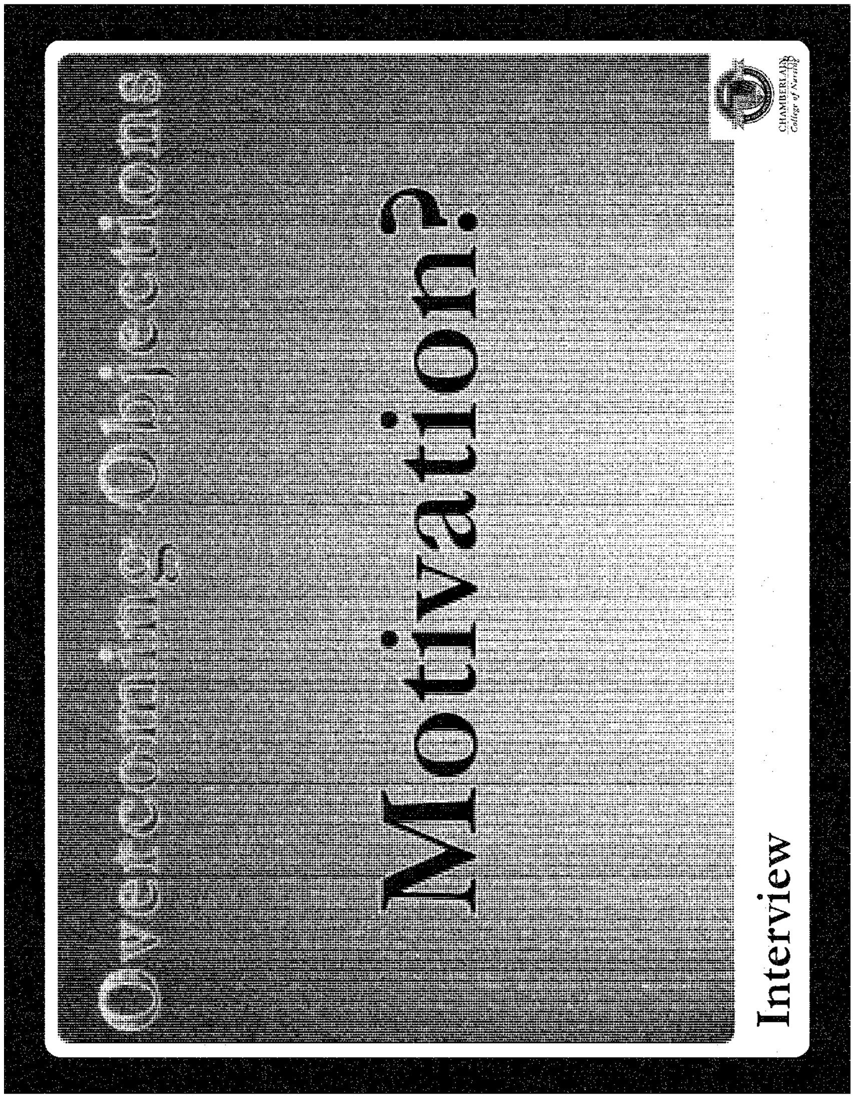
First, let's talk about what an objection is. Let's play a little word associate game. What is the first word that comes to your mind when I say, "Objection." How would you define an objection?

Now what I want you to do is to take this negative view that you have of an objection, this definition that you have had in your mind for years and years and I want you to ball it up and throw it into the trash can of your mind. I want you to adopt a new definition. And I promise that if you think of an objection in this way it will make a difference in the results you will see!

The new definition I want you to adopt for an objection is a request for more information. It is simply a person letting you know that they do not have enough information just yet to know that this is something that will benefit them.

If you do not adopt this definition then when someone throws an objection at you then you will simply hang up the phone. It is easy to do in phone sales especially. But if you can adopt this in your mind you will find that you will keep people on the phone and will begin to be able to move past those objections that they have!

Transition: So, if I have been benefit selling with a nurse, why would I still be getting an objection?



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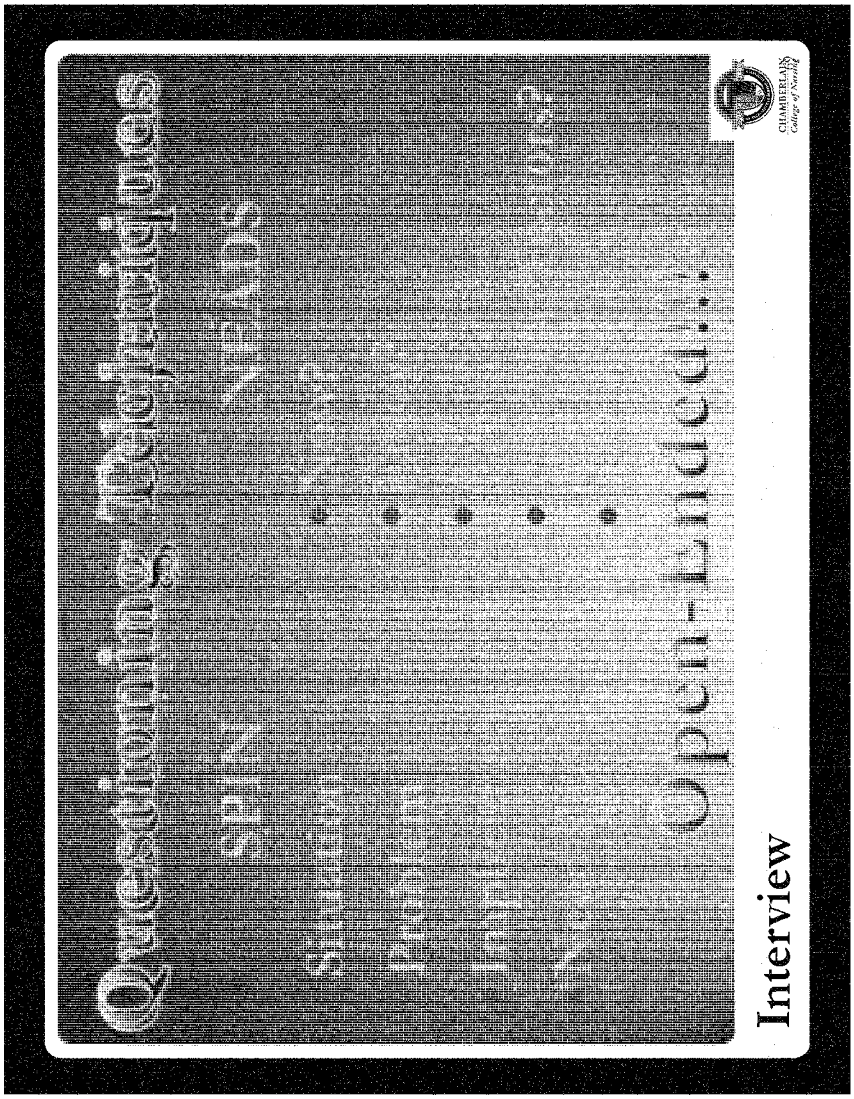
Notes Slide : 68

Often if we get to the point of asking for the sell and the person still has an objection it is because we didn't spend enough time figuring out their motivation. Or we just simply didn't address it.

I typically draw a picture of a house on a hill here and ask the group what the typical answers we will get from nurses when we ask them why they want to get their BSN would be the I write those on the surface under the house. Then I create black markings deep under the hill and explain that there is oil under the house. That this nurse is rich with motivation and we just have to find out way down to that oil. What do we dig with?

More questions- we need to get them talking again! (I typically draw a few shovels and will talk about them being question shovels.) One of these shovels is the "WHY?" shovel... just keep asking why until you get deeper and closer to the core motivation.

Transition: A few other shovels can be a few question techniques that I want to talk about now.



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Notes Slide : 69

Once questioning technique that can be extremely successful is SPIN. This is a leveled questioning technique. It starts at the surface and digs deeper until you get the nurse's buy in.

- The S of SPIN stands for Situation questions. What are they doing as a nurse? What kinds of hours do they work? Do they have a family at home?
- The P of SPIN stands for Problem questions. They have requested information. Why? What is the thing that has made them start to think about going back to school at getting their BSN? What problem has prompted them to request info?
    - People typically stop here and want to solve the problem. That is human nature we see something broken and we want to fix it. But a true sales person knows that before you fix it you want the person to feel the pain of the problem. That is why we keep going deeper.
- The I of SPIN stands for Implication questions. What implications does this problem have on this nurse, on her family on her finances? This is where we really start to make the nurse feel the pain of her situation.
- The N of SPIN stands for Need Payoff questions. Again, it is easy enough to give the answer to the problem. But with this technique the Need Payoff is still a question. It is you giving them the opportunity to tell you why they need to get their BSN. It is getting their complete buy in because you didn't just tell them it is a good idea but you are letting them tell you it is.

There is another questioning technique that is similar to the SPIN. SPIN is focused on here at Chamberlain, but we give you this other option if it is something you would like to use. It will not be quizzed on but can be extra credit on the final exam. ☺

N- what are they doing NOW?

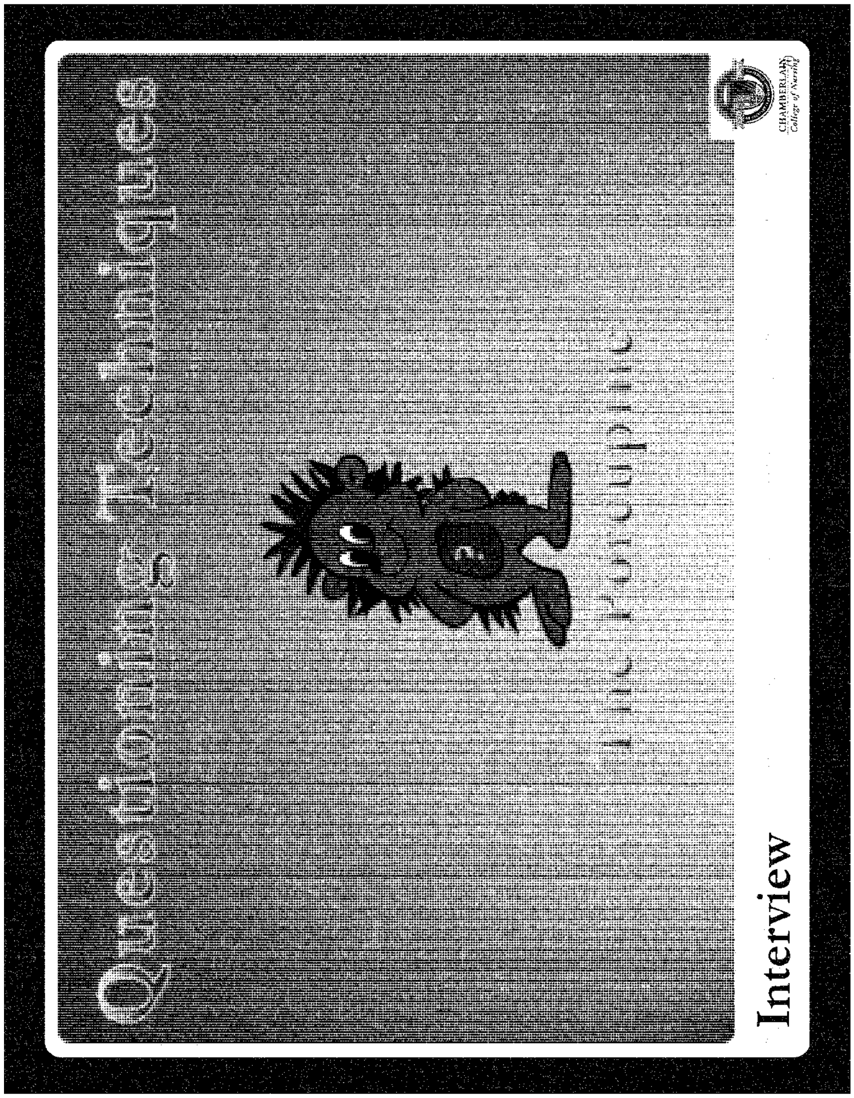
E- what do they ENJOY about what they are doing?

A- what would they ALTER about what they are doing?

D- what DECISION FACTORS will effect their getting their BSN?

S- what is the SOLUTION to altering their situation by getting their BSN?

Transition: There are a few other questioning techniques that could be found in any Sales for dummy book that can help you in your business as an advisor.



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Notes Slide : 70

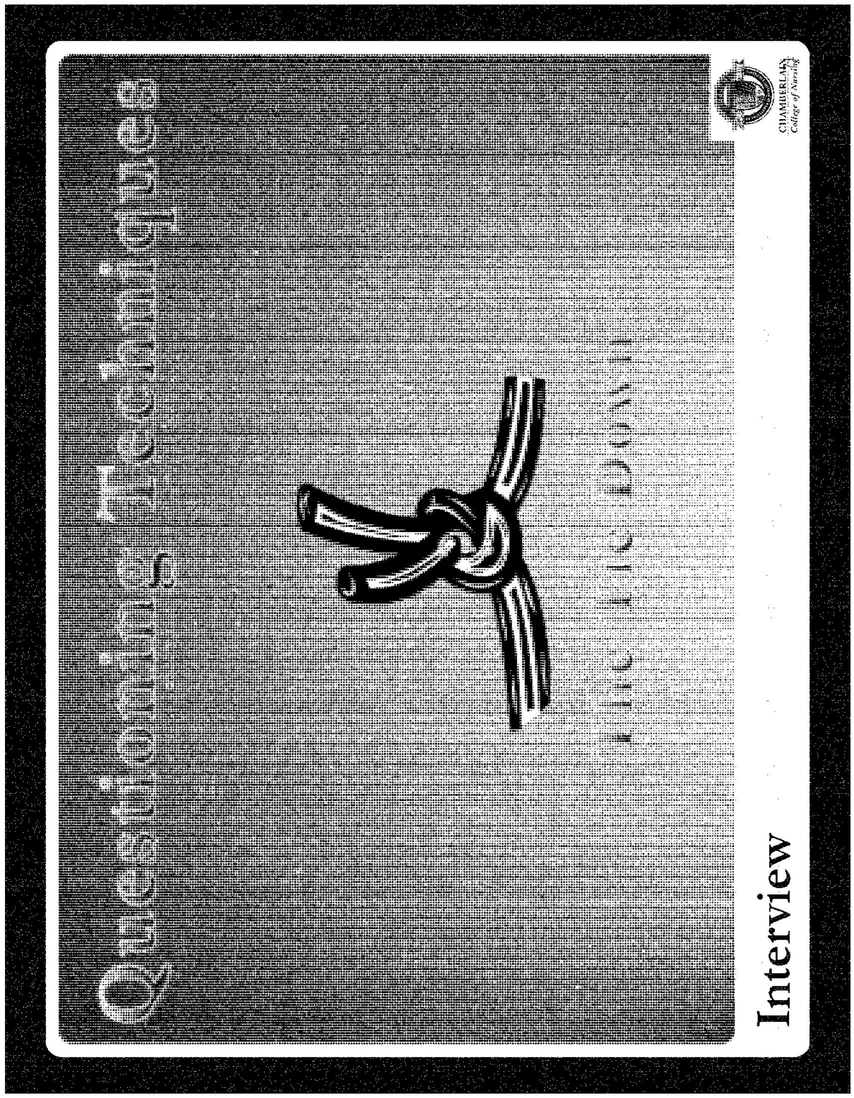
The first is called the porcupine. Ask, "What would you do if I threw a porcupine at you?" Hopefully you get an answer to the effect of move out of the way. Why? So they don't get stuck. ☺

The purpose behind this questioning technique is to not get stuck with an answer that I assume they are looking for.

This works by answering a question that they ask with a question to clarify what they are asking.

Example: Student, "Is Chamberlain's program a program I will finish quickly?" Instead of just assuming that they want to finish quickly we would ask back, "Were you hoping to finish quickly?" This way we clarify and don't get a response like, "Well, all of the programs I have spoken to keep saying you have to finish quickly. I don't have time for this" and a hung up. Phone sales is dangerous this way.

Transition: Another type of questioning technique would be…



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Notes Slide : 71

The second questioning type I want to talk about is called the Tie Down.

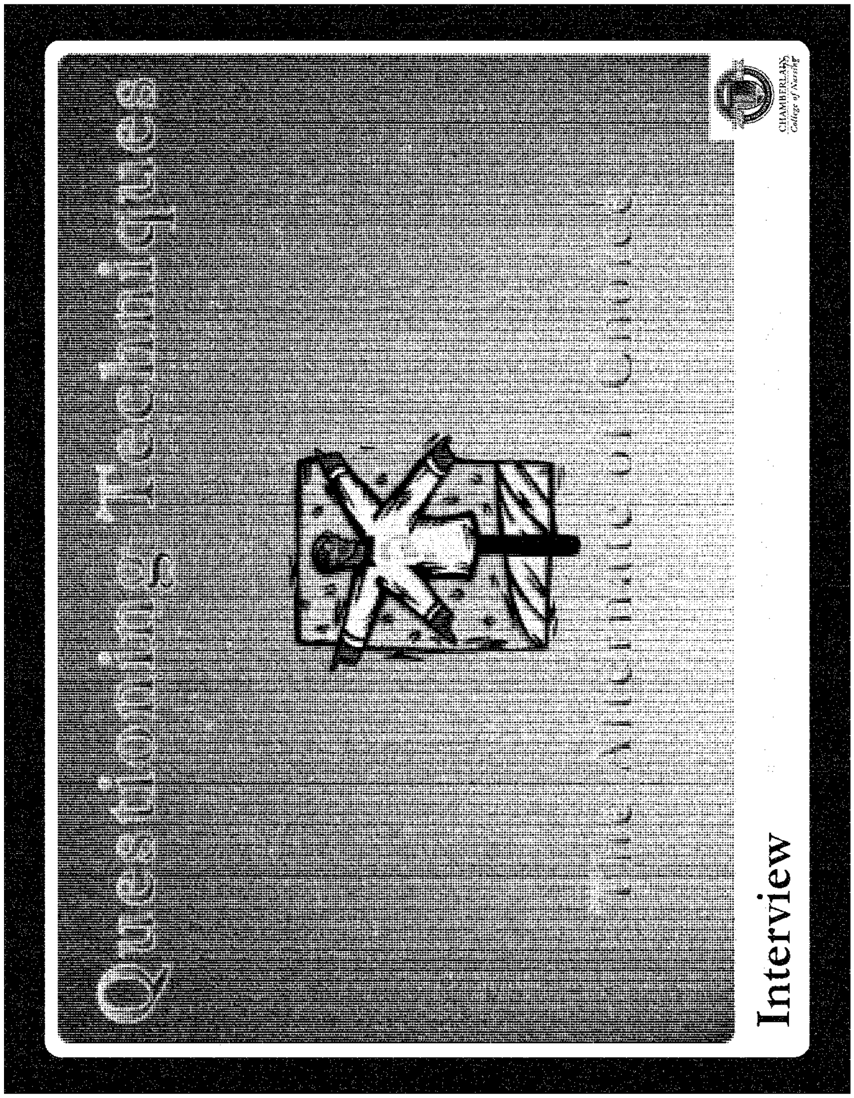
The purpose behind this questioning technique is to get the prospect to say yes as many times as you possibly can throughout the call so that when you ask for the final yes it almost seems ridiculous that they would say no.

This works best by summarizing information that the nurse has given you and then asking them to agree.

Example: "It sounds like getting your BSN would help you not only to achieve your goal of becoming a manager but also will allow you to be at home with your kids more, is that right?"

We actually have these tie down questions built into our interview guide which we will be looking at in detail tomorrow morning. We call them trial close questions. At the end of each section you will summarize what you have learned from the nurse and then get them to agree with you.

Transition: The final questioning type I want to talk about is...



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Notes Slide : 72

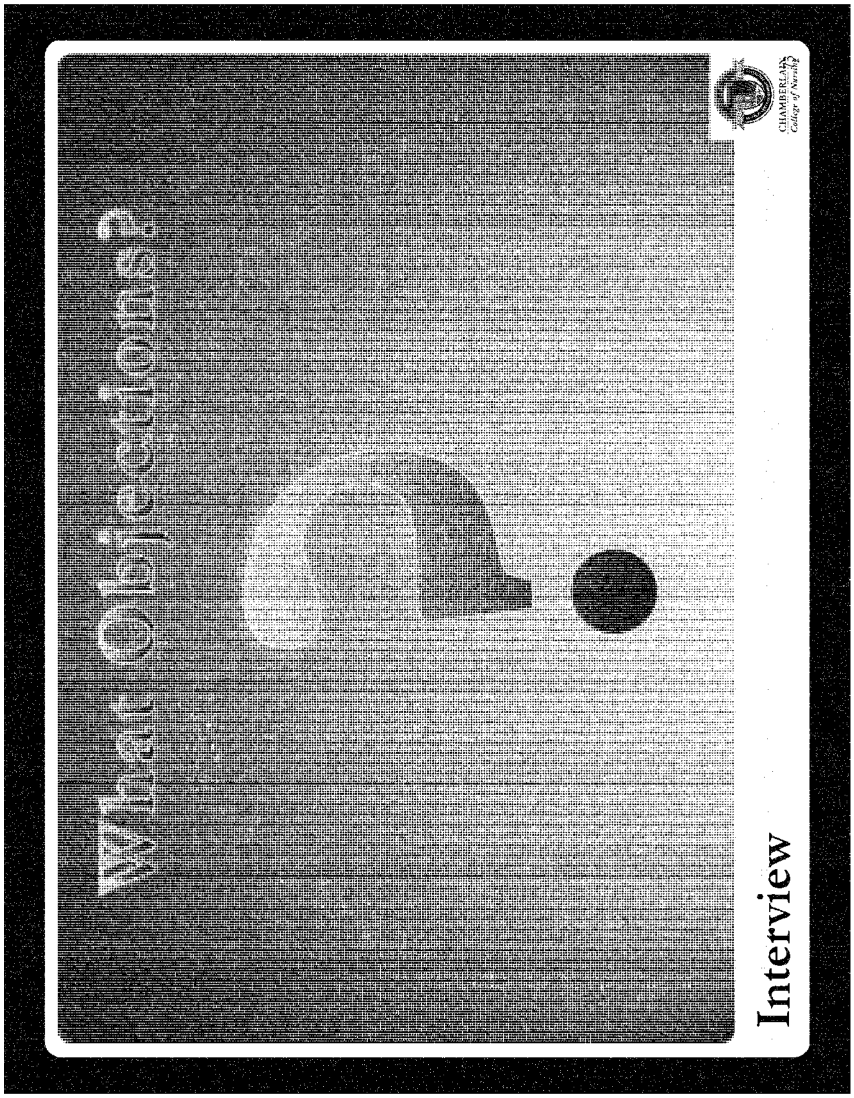
The Alternate of Choice.

The purpose to this questioning type is to give the nurse the illusion of control while you actually maintain control. You give options with the purpose of getting them to make a decision.

How this works is to give the nurse two options of which you do not care which one they choose.

Example: Would you be able to get the TRF back to me today by 5p or tomorrow by 8a? I don't care which one she chooses as long as she commits to one of the times given.

Transition: Now that we have talked about some techniques for overcoming objections I want to look at some common objections that you will hear when talking to nurses about our program.



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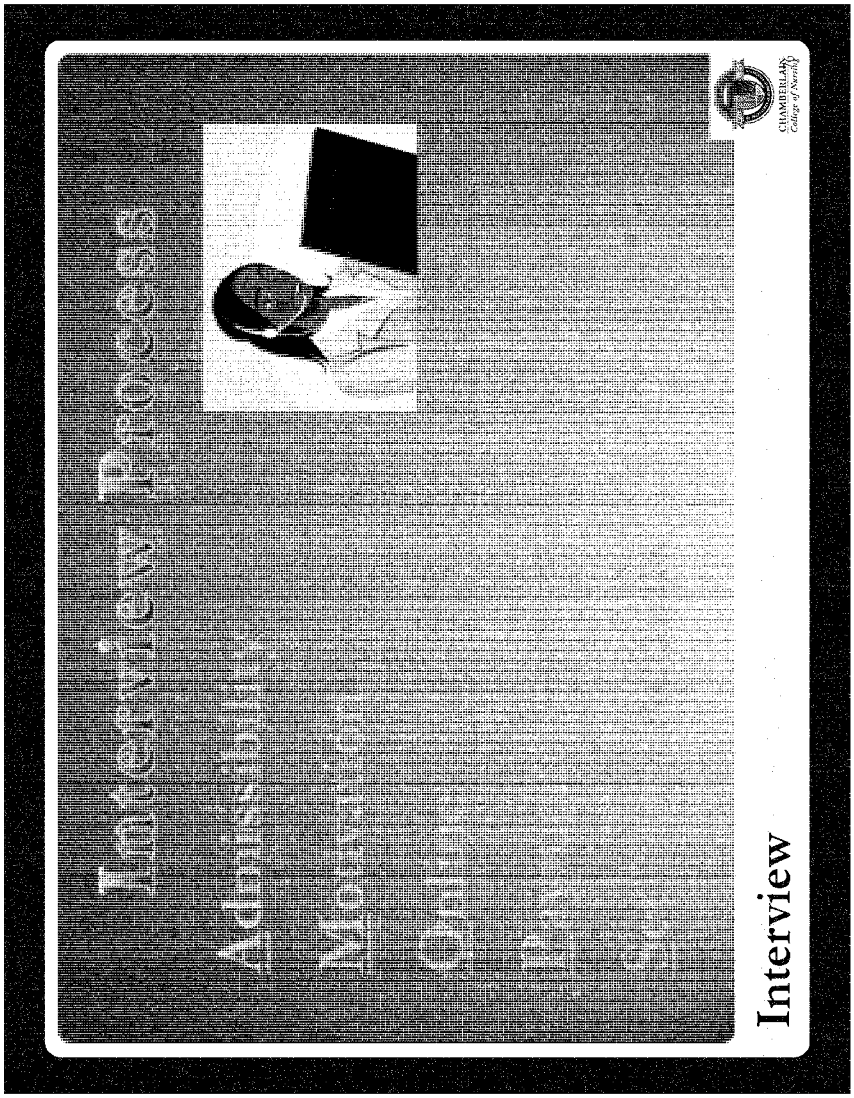
Notes Slide : 73

Ask, "What objections have you heard while sitting on the floor with observations?" "What other objections would you imagine that we hear?"

(In their resource guide there is a list of common objections and verbiage for overcoming those. Talk through these with the group and do a little role play through a couple of them.

Notes Slide : 74

Now you will go out onto the floor and hopefully get to hear an advisor overcome some of these objections. Who will you be sitting with?



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DeVry, Inc.
Document 10, Page 37

DeVry University
3005 Highland Parkway
Downers Grove
Illinois 60515-5799
(630) 571-7700

Please check the location to which you are applying:

- ☐ 6751 N. Sunset Blvd., Glendale, AZ 85305 (866) 933-8664
- ☐ 1201 S. Alma School Rd., Mesa, AZ 85210 (480) 827-1511
- ☐ 2149 W. Dunlap Ave., Phoenix, AZ 85021 (602) 870-9222
- ☐ Building A-11 1000 S. Fremont Ave., Alhambra, CA 91803 (866) 613-8632
- ☐ 1900 South State College Blvd., Anaheim, CA 92806 (866) 613-8560
- ☐ 3000 Ming Ave., Bakersfield, CA 93304 (866) 726-9388
- ☐ 1090 E. Washington St., Colton, CA 92324 (877) 893-3879
- ☐ 2001 Juniper Serra Blvd., Daly City, CA 94014 (650) 991-3520
- ☐ 2216 Kausen Dr., Elk Grove, CA 95758 (916) 478-2847
- ☐ **6600 Dumbarton Cr., Fremont, CA 94555 (510) 574-1100**
- ☐ 7575 N. Fresno St., Fresno, CA 93720 (866) 973-3879
- ☐ 430 Exchange, Irvine, CA 92602 (714) 734-5560
- ☐ 3880 Kilroy Airport Way, Long Beach, CA 90806 (562) 427-0861
- ☐ 505 14th Street, Oakland, CA 94612 (510) 267-1340
- ☐ 39115 Trade Center, Palmdale, CA 93551 (866) 986-9388
- ☐ **901 Corporate Center Dr., Pomona, CA 91768 (909) 622-8866**
- ☐ 2655 Camino Del Rio N., San Diego, CA 92108 (619) 683-2446
- ☐ 2160 Lundy Ave., San Jose, CA 95131 (888) 953-3879
- ☐ 15301 Ventura Blvd., Sherman Oaks, CA 91403 (888) 610-0800
- ☐ 1175 Kelly Johnson Blvd., Colorado Springs, CO 80920 (719) 632-3000
- ☐ 6312 S. Fiddlers Green Cir., Greenwood Village, CO 80111 (303) 329-3000
- ☐ **1870 W. 122nd Ave., Westminster, CO 80234 (303) 280-7400**
- ☐ 600 Corporate Dr., Ft. Lauderdale, FL 33334 (954) 938-3080
- ☐ 5200 Belfort Rd. Jacksonville, FL 32256 (888) 903-3879
- ☐ 8700 West Flagler St., Miami, FL 33174 (866) 829-3882
- ☐ **2300 SW. 145th Ave., Miramar, FL 33027 (954) 499-9775**
- ☐ **4000 Millenia Blvd., Orlando, FL 32839 (407) 345-2800**
- ☐ 1800 Pembrook Dr., Orlando, FL 32810 (407) 659-0900
- ☐ 6700 Lakeview Center Drive, Tampa, FL 33619 (888) 683-3879
- ☐ 5540 W. Executive Dr., Tampa, FL 33607 (813) 288-8994
- ☐ 2555 Northwinds Pkwy, Alpharetta, GA 30009 (770) 619-3601
- ☐ 100 Galleria Pkwy. SE, Atlanta, GA 30339 (770) 916-3704
- ☐ **1 West Court Square, Decatur, GA 30030 (404) 270-2700**
- ☐ 3505 Koger Blvd., Duluth, GA 30096 (770) 381-4400
- ☐ 675 Southcrest Pkwy, Stockbridge, GA 30281 (678) 284-4700
- ☐ 1221 N. Swift Rd., Addison, IL 60101 (630) 953-1300
- ☐ 3300 N. Campbell Ave., Chicago, IL 60618 (773) 929-8500
- ☐ 8550 W. Bryn Mawr, Chicago, IL 60631 (773) 695-1000
- ☐ 225 W. Washington St., Chicago, IL 60606 (312) 372-4900
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- ☐ 18624 W. Creek Dr., Tinley Pk., IL 60477 (708) 342-3300
- ☐ 9100 Keystone Crossing, Indianapolis, IN 46240 (317) 581-8854
- ☐ 1000 E. 80th Pl., Merrillville, IN 46410 (219) 736-7440
- ☐ 10172 Linn Station Rd., Louisville, KY 40223 (866) 906-9388
- ☐ 4550 Montgomery Ave., Bethesda, MD 20814 (301) 652-8277
- ☐ 26999 Central Park Blvd., Southfield, MI 48076 (248) 213-1610
- ☐ **7700 France Ave S., Edina, MN 55435 (952) 838-1860**
- ☐ 400 Hwy. 169 South, St. Louis Park, MN 55426 (877) 563-3879
- ☐ 11224 Holmes Rd., Kansas City, MO 64131 (816) 941-0430
- ☐ 1100 Main St., Kansas City, MO 64105 (816) 221-1300
- ☐ 11830 Westline Industrial Dr., Maryland Heights, MO 63146 (866) 801-3882
- ☐ **DeVry College of New York,** 3020 Thompson Ave., Long Island City, NY 11101 (718) 472-2728
- ☐ 2015 Ayrsley Town Blvd., Charlotte, NC 28273 (704) 362-2345
- ☐ 1600 Perimeter Park Dr., Morrisville, NC 27560 (919) 463-1380
- ☐ 2490 Paseo Verde Pkwy, Henderson, NV 89074 (702) 933-9700
- ☐ 8800 Governor's Hill Drive, Cincinnati, OH 45249 (513) 583-5000
- ☐ **1350 Alum Creek Dr., Columbus, OH 43209 (614) 253-7291**
- ☐ 8800 Lyra Dr., Columbus, OH 43240 (614) 252-8850
- ☐ 3610 Pentagon Blvd., Dayton, OH 45431 (888) 873-3879
- ☐ 6000 Lombardo Center, Seven Hills, OH 44131 (216) 328-8754
- ☐ 4013 Northwest Expwy, Oklahoma City, OK 73116 (405) 767-9516
- ☐ 9755 SW Barnes Rd., Portland, OR 97225 (503) 296-7468
- ☐ 150 Allendale Road, King of Prussia, PA 19406 (610) 205-3130
- ☐ 1140 Virginia Dr., Ft. Washington, PA 19034 (215) 591-5700
- ☐ 1800 JFK Blvd., Philadelphia, PA 19103 (215) 568-2911
- ☐ 210 Sixth Ave., Pittsburgh, PA 15222 (412) 642-9072
- ☐ 6401 Poplar Ave., Memphis, TN 38119 (888) 563-3879
- ☐ 3343 Perimeter Hill Dr., Nashville, TN 37211 (615) 445-3456
- ☐ 11044 Research Blvd., Austin, TX 78759 (512) 231-2500
- ☐ 301 Commerce St., Ft. Worth, TX 76102 (817) 810-9114
- ☐ 11125 Equity Dr., Houston, TX 77041 (866) 703-3879
- ☐ 2000 W. Loop S., Houston, TX 77027 (713) 850-0888
- ☐ 4800 Regent Blvd., Irving, TX 75063 (972) 929-6777
- ☐ 2201 N Central Expressway, Richardson, TX 75080 (866) 733-3879
- ☐ 1919 NW Loop 410, San Antonio, TX 78213 (210) 524-5400
- ☐ 9350 South 150 East, Sandy, UT 84070 (801) 565-5110
- ☐ 2450 Crystal Dr., Arlington, VA 22202 (703) 414-4000
- ☐ 1317 Executive Blvd., Chesapeake, VA 23320 (757) 312-8780
- ☐ 10432 Balls Ford Rd., Manassas, VA 20109 (866) 613-8662
- ☐ 600 108th Ave. NE, Bellevue, WA 98004 (703) 425-2242
- ☐ 3600 S. 344th Way, Federal Way, WA 98001 (253) 943-2800
- ☐ 411 E. Wisconsin Ave., Milwaukee, WI 53202 (414) 278-7677
- ☐ N14 W23833 Stone Ridge Dr., Waukesha, WI 53188 (262) 798-9889
- ☐ **Online (CA, CO, FL, GA, MN, OH also check campus box)**
- ☐ Online (No. CA also check campus box)

2010 Enrollment Agreement

EFFECTIVE SUMMER 2010

Degree Programs Offered (check one—**program availability varies by location)**

- ☐ **Accounting**
- ☐ **Biomedical Engineering Technology**
- ☐ **Business Administration**
- ☐ **Computer Engineering Technology**
- ☐ **Computer Information Systems**
- ☐ **Electronics and Computer Technology**
- ☐ **Electronics Engineering Technology**
- ☐ **Health Information Technology**
- ☐ **Game and Simulation Programming**
- ☐ **Management**
- ☐ **Multimedia Design and Development**
- ☐ **Network and Communications Management**
- ☐ **Network Systems Administration**
- ☐ **Technical Management**
- ☐ **Web Graphic Design**

Purpose
The intent of this Agreement is to make clear the educational services to which you are entitled as a student of DeVry. This Agreement also assures your eligibility to participate in the range of student benefits that are offered as part of your degree program. Academic requirements and your financial obligations under this Agreement are also covered in the following paragraphs.

Application Fee
An application fee of $50* is required of all applicants.

Tuition
Tuition does not include room and board, books, laptop (unless otherwise indicated), supplies, or transportation. DeVry reserves the right to increase tuition rates at any time; however, any increase will be announced at least 90 days before the beginning of the effective term. Where prohibited, tuition will not be increased more than once in an academic year.

Students requiring repeat work will be charged additional tuition at the prevailing tuition rates. This may extend their degree program by an additional session or semester. Schedule changes affected during the add/drop period will result in a tuition adjustment according to the tuition policy.

Although classes may be scheduled for sessions shorter in duration than a semester and in varying periods during that semester, tuition is billed according to enrollment for the entire semester.

Student Tuition
Tuition charges are calculated each semester per semester-credit hours enrolled. Rates are as follows:
Tuition Per Semester for Credit Hours 1-11: $580
Tuition Per Semester for Credit Hours 12 and above: $350

For Electronics and Computer Technology program utilizing a laptop (all other locations):
Tuition Per Semester for Credit Hours 1-11: $600
Tuition Per Semester for Credit Hours 12 and above: $380

DeVry reserves the right to change a student's status as determined by the student's cumulative enrollment in either online or site-based courses.

Accounting (Associate Degree) — four 15 - week semesters (60 weeks full-time) —65 credit hours — total application fee and tuition costs based on current tuition rates— $32,920.00**

Biomedical Engineering Technology (Baccalaureate Degree) — nine 15 - week semesters full-time (135 weeks full-time) — 139 credit hours — total application fee and tuition costs based on current tuition rates— $71,470.00**

Business Administration (Baccalaureate Degree) — eight 15 - week semesters (120 weeks full-time) — 124 credit hours — total application fee and tuition costs based on current tuition rates— $63,690.00**

Computer Engineering Technology (Baccalaureate Degree) — nine 15 - week semesters (135 weeks full-time) — 139 credit hours — total application fee and tuition costs based on current tuition rates— $71,470.00**

Computer Information Systems (Baccalaureate Degree) — eight 15 - week semesters (120 weeks full-time) — 124 credit hours — total application fee and tuition costs based on current tuition rates— Without laptop— $63,690.00**
With laptop— $65,190.00**

Electronics and Computer Technology (Associate Degree) — five 15 - week semesters (75 weeks full-time) — 71 credit hours — total application fee and tuition costs based on current tuition rates— Arlington and Sherman Oaks only— $37,550.00**
With laptop— $38,810.00**

Electronics Engineering Technology (Baccalaureate Degree) — nine 15 - week semesters (135 weeks full-time) — 139 credit hours — total application fee and tuition costs based on current tuition rates— $71,470.00**

Game and Simulation Programming (Baccalaureate Degree) — eight 15 - week semesters (120 weeks full-time) — 127 credit hours — total application fee and tuition costs based on current tuition rates— $64,740.00**

Health Information Technology (Associate Degree) — four 15 - week semesters (60 weeks full-time) — minimum 67 credit hours — total application fee and tuition costs based on current tuition rates— $33,620.00**

Management (Baccalaureate Degree) — eight 15 - week semesters (120 weeks full-time) — 122 credit hours — total application fee and tuition costs based on current tuition rates— $62,990.00**

Multimedia Design and Development (Baccalaureate Degree) — eight 15-week semesters (120 weeks full-time) — 122 credit hours — total application fee and tuition costs based on current tuition rates— $62,990.00**

Network and Communications Management (Baccalaureate Degree) — eight 15 - week semesters (120 weeks full-time) — 124 credit hours — total application fee, and tuition costs based on current tuition rates— $63,690.00**

For Computer Information Systems program utilizing a laptop (Bellevue, Federal Way, Ft. Lauderdale, Ft. Washington, Houston, Jacksonville, King of Prussia, Miami, Miramar, Orlando, Philadelphia, Portland, San Antonio, Tampa only):
Tuition Per Semester for Credit Hours 1-11: $595
Tuition Per Semester for Credit Hours 12 and above: $355

For the Electronics and Computer Technology program in Arlington and Sherman Oaks only:
Tuition Per Semester for Credit Hours 1-11: $580
Tuition Per Semester for Credit Hours 12 and above: $350

Network Systems Administration (Associate Degree)—five 15 - week semesters (75 weeks full-time)—67 credit hours—total application fee and tuition costs based on current tuition rates— $36,150.00**

Technical Management (Baccalaureate Degree) — eight 15 - week semesters —(120 weeks full-time) — 122 credit hours. Total application fee and tuition costs based on current tuition rates— $62,990.00**

Web Graphic Design (Associate Degree)—five 15 - week semesters (75 weeks full-time)—67 credit hours—total tuition fee and application costs based on current tuition rates— $36,150.00**

*Except where prohibited by state law, in which case application fee is $25.
**Semesters, weeks, credit hours, and program costs vary depending upon individual circumstances such as part-time scheduling, transfer credit accepted, course waivers, etc. Program availability varies by location.

APPLICANT (BUYER)

I certify that all information provided by me in the Application for Admission is accurate and the I have read both pages of this Agreement and will abide by its provisions. I have retained a completely filled-in copy of this Agreement. Note: Provisions of any attached addenda acknowledged by applicant modify those of this Agreement.

ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT OR THE EDUCATION PROVIDED BY DEVRY, REGARDLESS OF FORM OR CAUSE OF ACTION SHALL BE DECIDED AND DETERMINED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT WILL GOVERN THE ENFORCEABILITY OF THIS PROVISION.

THIS AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY APPLICANT AND ACCEPTED BY DEVRY.

Semester/Session Start Date:

Fall	**Spring**	**Summer**
☐ November	☐ March	☐ July
☐ January	☐ May	☐ September

Year: ____________

Name in full—**PLEASE PRINT** Social Security # (Optional)

Address City, State, Zip

Email address

I hereby authorize DeVry to release information regarding my enrollment, activities, honors, other achievements, graduation and employment to newspapers and other departments within DeVry, and grant DeVry permission to use this information in informational and promotional materials it publishes.

Applicant (Buyer) Signature **Date**

FOR APPLICANTS WHO ARE MINORS

If applicant has not reached the age of majority under state law in the state of buyer's residence, the parent or legal guardian must complete this section.

The undersigned hereby agrees to and accepts the terms and conditions of this Enrollment Agreement and hereby acknowledges that he or she has received a completely filled-in and exact copy of all pages of this Agreement.

Name in full—PLEASE PRINT

Address City, State, Zip

Telephone Number Relationship to Applicant

Date Signature of Parent or Legal Guardian

BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE APPLICATION FOR ADMISSION FOR NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

By mail to:
DeVry
814 Commerce Drive
Oak Brook, IL 60523-8822
Attn: Customer Service

By fax to: **630-574-1968**
By email to: customerservice@devry.com

This Agreement accepted by DeVry University Inc.

Date **DeVry Advisor Signature (DeVry Admissions Representative in FL, MN, NE, OR)**

07203210 REV. 8/8/10

ECPI Colleges, Inc.			
SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
ECPI	Document 1	E0007942	4
ECPI	Document 2	E0008277	4
ECPI	Document 3	E0008473	11
ECPI	Document 4	E0014870	17
ECPI	Document 5	E0014917	4
ECPI	Document 7	E0016551	3
ECPI	Document 8	E0016579	2
ECPI	Document 9	E0016590	1

PRESENTED BY: Jeff Arthur

The economy is in a slump and there aren't many good signs right now for most businesses...So , I believe we should all be thankful we are in an industry that appears to be bucking that trend. We have a bright future in an industry that is capable of great success regardless of the state of the economy. But we must manage our risks or we could find our individual colleges with great short term success, but no future.

In my estimation, we face 2 very serious risks, and a few other minor ones.

What do you all think are some risks we face? (90/10...was this solved by congress this week? No! we have a period to adapt, but we better start adapting because it could be VERY tough when this grace period wears off, and we may really trick ourselves with this temporary transition period)

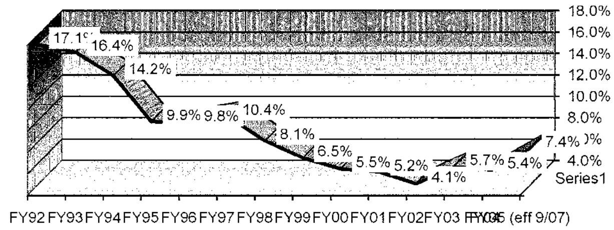
Default for many will be the biggest risk, and by the end of this session, I think you will understand why! Limited Financial Assistance. Got a nice increase that will help, for some it will outweigh the loss of free money (sub prime / opp pools). State and federal regulation.

I attended this leadership institute in 1992. At that time, default rates were the biggest risk facing our industry. Many colleges didn't figure it out and were closed down. But in the early 90s we figured out the rules for default, and basically made this a functional area of the college and for most of us became something we thought about twice per year. When our draft default rates came out in April, and our final rates in September...We high-five each other, brag about how great we are for a few minutes, then focus on the other operations of the business.

I think it will helpful to look at the history of student loan default rates. When it was decided to publish default rates, most career colleges got letters saying their default rate was 25-50%! This was in the late 80s/early 90s. In 1992 institutions with over 25% for 3 years were closed, or one year over 40%. There actually were hundreds of colleges put out of business due to high default rates.

But the DOE and pretty much everyone wanted to show the great progress being made to reduce defaults, so they changed the formula to indicate a student was in default after being 270 days delinquent on their student loan instead of 180 days. Administratively, you could also 'cure' your default during the claims process, which could take up to another 60 days. The result of this formula change, and additional effort by schools/lenders/guarantors, had everyone beating their chest that the problem was solved as default rates continued to decline for 15 years.

ECPI COLLEGE OF TECHNOLOGY
Default Rate Trend



Here is the formula currently in use to calculate default rates, but don't ask me to defend the formula or suggest it is an accurate business model, it is just the formula that congress decided on and the rules we must live by.

INSERT FORMULA CHART

So, what do we have to do to keep someone out of default? On average, we only have to get students to pay or forbear their loans for 6 months! With the proper effort, it really isn't that hard to keep your default rate low!

Much is talked about what default rates mean. Well, the rates determined from this formula tell us a few things, but not much. They are intended to measure the quality of an institution and whether it is worthy of taxpayer investment in students attending there. LOL

In reality, they can tell us that a college is doing a good job of following up to make sure their former students follow a few simple steps to stay out of default...just for a while, then we don't care. They also are a reflection of the socioeconomic risks of the population an institution serves. If they really wanted to accurately measure quality or effectiveness of taxpayer investment, they would regulate based on graduation rates, employment rates, and starting salaries. But that doesn't' work because if they did, career colleges would be the only ones standing!!!!

Guarantors and lenders are not stupid though; they have their own calculations and ways to evaluate risk. They may pretend to look at your published default rate, but the fact is there was great profit in student loans that meant they didn't have to care too much. But I assure you; REAL, dollar-based, lifetime default calculations are being done now, and are a factor in decisions to give your students access to FFEL and private loans! It doesn't matter the worthiness of taxpayer investment, profit is what matters.

So, given that default rates have declined, and we as a sector have basically conquered the issue of default rates...WHY am I saying default rates are one of the two biggest risks we face? Can someone tell me what has changed that?

YES! I recall hearing the next morning that on a Wednesday evening, I believe it was, a congressman had added an amendment to a bill at the last second that would change the formula for measuring default rates. It sounded logical enough, and relatively harmless. After all if the national default rate was around 5% and we hear that the current cohort period doesn't allow much time for default, that by just adding one more year to an already 2 year cohort period would give a more accurate default rate....makes sense!

I happen to think this was carefully orchestrated and supported through ACE and maybe a few other trade organizations as a way to slow down career colleges. I was invited to a meeting with DOE officials from the default management division a little over a year ago, and along with 9 other large career colleges, was told they felt that defaults were going to receive increased attention, and we should be taking some steps to admit more qualified students to our institutions in order to lower default rates. Well, it seemed to come out of left field, but I suspect they were receiving inquiries about default rates at career colleges, and this was carefully orchestrated plan to make a change without giving us a chance to fight it. CCA and career colleges have been successful in lessening the penalties for higher default rates, for which we should be grateful. But don't kid yourself, even if your default rate doesn't get to the now 30% threshold where penalties can be applied, the battle can be lost long before that as consumers, legislators, PRESS, all do plenty of damage by declaring how horrible your 20% default rate is and an errant formula has been hiding the fact for years that your students are not successful because huge numbers of them default on their student loans.

WE MUST ACT NOW TO LOWER THEM because the first students that will be in first couple of years are already IN your school, and the first cohort under this formula has just left your college starting this April!

SO what is the new formula, and why is it so serious.

INSERT NEW FORMULA AND EFFECTIVE DATE

As you can see, the 'opportunity window for default' has not increased just 50% from 2 to three years, but as much as 150% from 6 months on average to 18 months on average! At the same time, lenders could become less gracious in granting forberances and cooperating in general to do extra work beyond what due diligence is required to prevent defaults. Guarantors whose job it is to prevent and then recovered defaulted loans are under fire some as well, and I fully expect the currently 18 guarantors out there will pare down to 7 or 8 over the next few years. Plus research has shown that students being serviced in the direct loan program are more likely to default, and we know there will be big increases, maybe really big increases, in the use of DL. The effects of the new formula will be much more significant on career colleges as well, because we all know that we do much more work than other colleges in getting our default rates low, so when most of us have ended that work at the end of the cohort period, when you go beyond the cohort period, the rates are likely to skyrocket. I have had analysis from our guarantor, and informally from the Dept as Ed as they won't say anything official, that the rates are going to be around 2.5 x greater than the current cohort rate, and I think some colleges may see 4x or more in some cases. You can imagine how that will play in your local newspaper when they do a story on the default rates of institutions in your city! Now is everyone getting a sense of why this topic is on your agenda!

So what can we do to lower our default rates? I will show you some of the things we have done, or have in the works to implement at our college. Also, if your college outsources DM, I would be asking your DM servicer whether they are already extending the period to track defaults.

INSERT SLIDES FROM CCA PRESENTATION.

ecpi® COLLEGE OF TECHNOLOGY

ECPI College of Technology
5555 Greenwich Road, Virginia Beach, VA 23462 (757) 671-7171

ENROLLMENT AGREEMENT

Applicant: ____________________ **Phone #:** __________ **Soc. Sec. #**__________
Address: ____
Start Date __________ ☐ DAYS ☐ EVENINGS ☐ NIGHT/WEEKEND

In this Enrollment Agreement, the word "Student" means the person applying for the course of training described below; the words "I", "me," and "my" mean the Student and each and all persons who sign this Agreement; and the word "ECPI" means ECPI College of Technology, L.C.

The Student hereby applies for the program of training described and checked below. If this enrollment is NOT ACCEPTED by ECPI, there shall be a COMPLETE REFUND of any monies paid to ECPI with NO DEDUCTIONS by ECPI for any ECPI services whatsoever. Acceptance by ECPI entitles the Student to all the benefits of ECPI as described in this Agreement. ECPI agrees to provide services and materials described below and I agree to pay for these services/materials subject to the terms and conditions set forth hereunder and on the next three pages hereof:

Description of Services and Materials	Sem Cr Hr	Minimum Semesters Of Instruction	2009-2010 Semester Tuition*
B.S. Degree in Computer & Information Science; Concentration in:			
☐ Database Programming	121	8	$6,550
☐ Network Security	121	8	$6,550
☐ Simulation & Game Programming	121	8	$6,550
☐ Web Development	121	8	$6,550
B.S. Degree in Business Administration; Concentration in:			
☐ Business Management	121	8	$6,550
☐ IT Management	121	8	$6,550
B.S. Degree in Electronics Engineering Technology; Concentration in:			
☐ Electronics Engineering Technology	124	8	$6,550
☐ Mechatronics	124	8	$6,550
☐ Wireless Systems	124	8	$6,550
B.S. Degree in Criminal Justice:			
☐ Criminal Justice	121	8	$6,550
☐ Homeland Security	121	8	$6,550

The student is obligated for the current semester's tuition. All students attend ECPI full time unless an exception is approved. The application fee is $100. A semester is 15 weeks of instruction. A semester is 15 weeks of instruction. ***See the Tuition and Fee Disclosure for a complete listing of applicable fees.** All charges for an academic year (2 semesters) are due and payable prior to student beginning instruction unless financing is approved by ECPI.

I acknowledge that I received and read a completed copy of this Agreement, including the provisions on pages 2, 3, and 4, before signing below. I also acknowledge receipt of the Catalog.

Student's Signature ______________________________ Date ____________________

APPLICANTS UNDER THE AGE OF 18 must be interviewed in the presence of a parent, guardian, or cosigner, and this Enrollment Agreement must bear their signature. I certify I was present during the interview. I understand the terms and conditions of this Enrollment Agreement and, if accepted by ECPI, I agree to be responsible for its terms.

Signature ____________________ Relationship ____________________ Date ____________

☐ Accepted ☐ Probation ______________________________ Date ____________
☐ Rejected Authorized Signature, ECPI College of Technology

(Effective 020310)

NOTICE: SEE PAGES 2, 3, 4, AND TUITION ADDENDUM FOR ADDITIONAL TERMS OF AGREEMENT

SAMPLE FINANCIAL WORKSHEET (THIS IS NOT A DISCLOSURE STATEMENT)	
I understand that this is an estimate of costs of tuition, amounts of financial assistance, and ECPI financing in connection with the services and materials described in this Agreement. It is intended to provide me with general information concerning one possible way to pay for the Student's costs. It is not a commitment for financing and is not a disclosure statement pursuant to Federal law. The appropriate disclosure statement will be given to me at the time I actually enter into a credit transaction.	1. Total Estimated Tuition per program $________ 2. Other ________ 3. Total Cost (1+2) $________ 4. Cash Down ________ 5. In-School Financing (ECPI) ________ 6. Other ________ 7. Application for Financial Assistance ________ 8. Total (4+5+6+7) $________

FINANCIAL ASSISTANCE: As indicated, I ☐ will ☐ will not need financial assistance in the amount of $____________ in addition to any in-school financing provided by ECPI.

If I need such additional assistance, I understand that this Agreement is not an application for such credit and I agree to promptly (in no event later than 10 business days from the date of this Agreement or 5 business days before the commencement of instruction, whichever occurs first, unless ECPI expressly consents to additional time) submit all information as required by ECPI in order to apply for this assistance. I understand that such financial assistance may come from various sources including without limitation, governmental grants, governmental loans, loans from private lending institutions, and financing from ECPI, and I authorize ECPI to submit all information which I provide to any and all of such financial sources for consideration. I agree to cooperate fully with ECPI and any such other financial source in seeking such financial assistance. If such needed financial assistance is not obtained, I understand that ECPI has no responsibility to allow the Student to begin and/or continue instruction.

ADDITIONAL TERMS AND CONDITIONS
I UNDERSTAND THAT:

1. Upon submission of application information satisfactory to ECPI and ECPI's further acceptance in writing of this application, the agreement will constitute a binding contract and both ECPI and I will abide by its terms.
2. Grounds for termination of the Student's enrollment by ECPI prior to completion include insufficient progress, poor attendance, non-payment, or failure to comply with rules, as stated in ECPI's ***Catalog***.
3. I agree that ECPI may sell this Agreement or any associated evidence of indebtedness to a bank or other third party. No such transaction will alter the refund policy contained in this Agreement.
4. The right to adjust class schedule or to amend the curriculum from time to time is reserved by ECPI. Any such change that affects the cash price of the course will be optional to the Student and will not be mandatory for graduation provided the Student does not go on a leave of absence or otherwise interrupt consecutive instruction.
5. ECPI may, at its sole discretion, allow the Student to commence instruction prior to the payment of all amounts due and the completion of any needed financing. It is understood, however, that notwithstanding any such action, ECPI retains its right to terminate the enrollment of the Student without additional cause until the Student has complied with all terms of this Agreement.
6. ECPI does not guarantee, and cannot be held responsible for, the transferability of courses completed at ECPI to any other institution. The transfer of credit is solely at the discretion of the institution which a Student plans to attend.
7. It is understood that ECPI cannot guarantee employment for the student.
8. I agree and authorize ECPI to publish photograph(s), film(s), or video(s) in which I appear for advertising or public relations purposes without any compensation whatsoever.
9. All charges due ECPI, regardless of type, are due and payable unless deferred by ECPI, as of the first date of class for any Student program. In the event that a Student leaves ECPI, whether through withdrawal, cancellation, or graduation, all charges remaining unpaid at the time of such leaving, whether or not deferred, are immediately due and payable.
10. Most ECPI students make monthly in-school payments to the college. These in-school payments are based upon the student's ability to pay and reduce the amount of money students borrow.
11. I consent to receiving notifications regarding all required consumer information (safety reports, curriculum updates, receipts for federal assistance, academic progress, financial aid counseling, etc.) via my college assigned email account which I can access from any PC at the college and from home.

Date ______________________ Applicant's Signature____

NOTICE: SEE PAGES 1, 3, 4, AND TUITION ADDENDUM FOR ADDITIONAL TERMS OF AGREEMENT

12. CANCELLATION CLAUSE

Definitions: As used in this Cancellation Clause, the following terms shall have the following meanings:

"Semester" is the period for which students are charged and is defined in the Enrollment Agreement. An academic year consists of two semesters. Costs are shown in the "Description of Services and Materials" section of the Enrollment Agreement.

"Tuition and Fees" means the stated program price for a Semester, or portion of a Semester if less than a Semester remains in the student's program, together with textbooks, sales tax, Administration Fee and other fees charged by ECPI.

Class Postponement: In the event a program starting date is postponed by ECPI, the Applicant is entitled to a full refund of all monies paid to ECPI.

Refunds: If a student's enrollment is NOT ACCEPTED by ECPI, there shall be a complete refund of any monies paid to ECPI. If cancellation is effected (under this clause), the Applicant shall have the right to apply for reinstatement within 12 months from the date of enrollment, at which time a credit will be given for all monies paid. Written notice of cancellation or withdrawal is required. ECPI will use a cancellation/withdrawal date of the last recorded date of actual attendance. When Applicants request a cancellation within three (3) business days after the date of their Agreement, there shall be a complete refund of monies paid within 30 days of receipt of the cancellation notice from the Applicant.

If the student cancels before attending 10 days of their first Semester, ECPI will refund all money less a $50 non-refundable registration fee. Thereafter, the refund for each Semester will be the larger of (a) the refund, if any, required by state law, or (b) the refund, if any, required by Federal law, and (c) the ECPI refund policy.

Refund Policy: If termination occurs in the first 10% of the Semester, ECPI will refund 90% of the Tuition, and Fees. If termination occurs after 10% and up to 35% of the Semester, ECPI will refund 60% of the Tuition, and Fees. If termination occurs after 35 and up to 70% of the Semester, ECPI will refund 30% of the Tuition, and Fees. ECPI shall retain a $100 non-refundable registration fee for each refund. If termination occurs after 70% of the Semester, no refund will be made. Book charges include sales tax.

Federal Return of Funds Requirement: If a student withdraws before 60% of the current Semester (or portion of a Semester if less than a Semester remains in the program) has been completed, a pro-rated portion of the Federal Title IV Financial Aid for that Semester must be returned. Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned = (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total amount of aid that could have been disbursed during the semester. Breaks during the Semester of five days or more are excluded from the calculation. However, if a student withdraws after completing at least one course within a semester, the return of funds requirement does not apply.

Payment of Refunds: Any refunds due under the foregoing provisions to the Student who properly cancels, withdraws, is discontinued, or fails to return from an approved leave of absence, will be refunded within sixty days of the last date of attendance or within sixty days of the date the student failed to return from an approved leave of absence. Refunds due per the U.S. Department of Education will be made within 59 days of last date of attendance or 45 days from date of official withdrawal whichever is earlier. Refunds due other entities will be made within their required timeframes, but never more than sixty days after the last date of attendance.

Special Cases: In case of Student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, ECPI shall make a settlement that is fair.

Applicants who have not visited ECPI prior to enrollment may withdraw without penalty within three (3) days following either their scheduled class orientation or following a tour of the College and its facilities.

Individual Subjects: For Students enrolled only for individual courses, the entire cost of the course tuition, textbooks, sales tax, and fees are due and payable upon commencement of the course.

Date ______________________ Applicant's Signature ______________________________

NOTICE: SEE PAGES 1, 2, 4, AND TUITION ADDENDUM FOR ADDITIONAL TERMS OF AGREEMENT

13. **ARBITRATION AGREEMENT**: Both Student and ECPI recognize and agree that any dispute which may arise between Student and ECPI should be resolved as quickly and amicably as possible. Accordingly, the following procedure shall apply to the resolution of any dispute arising out of or in any way related to this agreement, any amendments or addenda hereto, or subject matter hereof, or the relationship created hereby including but not limited to, any tort, contract, or statutory claims (individually and collectively the "Dispute"):
    a. The parties shall make an initial attempt to resolve the Dispute in accordance with the College's Student Complaint/Grievance Procedure.
    b. If the Dispute cannot be resolved through the Student Complaint/Grievance Procedure, then the Dispute shall be resolved by binding arbitration between the parties. The arbitration between Student and ECPI will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and, to the extent not inconsistent with such rules, the Federal Arbitration Act, subject to the following modifications:
        (1) The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes.
        (2) The site of the arbitration shall be the city in which the College is located.
        (3) The substantive law, which shall govern the interpretation of this Agreement and the resolution of any Dispute, will be the law of the state where the College is located.
        (4) The arbitration shall not include any party other than the College and Student, and shall not be joined or consolidated with any other arbitration.
        (5) Attorneys' fees are awardable under the substantive law pertaining to the arbitration or in accordance with the Arbitration Rules of the American Arbitration Association.
        (6) Notwithstanding anything to the contrary herein, the prevailing party in any of the following matters shall be entitled to recover its reasonable attorneys' fees incurred in connection with such matters; (i) any motion which any party is required to make in the courts to compel arbitration of a dispute; or (ii) any appeal of an arbitration award for the purpose of vacating, modifying, or correcting the award.
        (7) All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, shall be strictly confidential. The parties shall have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.

14. **THIS ENROLLMENT AGREEMENT, TOGETHER WITH THE CONSUMER CREDIT INSTALLMENT SALE AGREEMENT AND DISCLOSURE STATEMENT, CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND IT CANNOT BE ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PARTIES HERETO.**

Date ______________________ Applicant's Signature ________________________________

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE: SEE PAGES 1, 2, 3, AND TUITION ADDENDUM FOR ADDITIONAL TERMS OF AGREEMENT

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ECPI Colleges, Inc.
Document 3, Page 1

Submitted to:

Southern Association of Colleges and Schools
Commission on Colleges
Attention: Redacted by HELP Committee
1866 Southern Lane
Decatur, GA 30033-4097

FIRST MONITORING REPORT

Core Requirement 2.8 and Comprehensive Standard 3.3.1.1

Submitted by:

ecpi® COLLEGE OF TECHNOLOGY
5555 Greenwich Road
Virginia Beach, VA 23462
Contact: Redacted by HELP Committee
Vice President, Accreditation & Regulatory Affairs
Telephone: Redacted by HELP Committee

Submitted on:
April 13, 2010

Table of Contents

Introduction

Background

ECPI College of Technology (the "College" or "ECPI") is an independent, private, for-profit institution of higher learning offering the bachelor of science, associate of science, associate of applied science degrees, and diploma programs in computer and information science, criminal justice, electronics engineering technology, business, health sciences, and culinary arts. The programs offered vary by campus. The Colleges' main campus is in Virginia Beach, Virginia and operates branch campuses in Newport News, Northern Virginia (Manassas), and Richmond, Virginia; Charlotte, Greensboro and Raleigh, North Carolina; and Charleston, Columbia and Greenville, South Carolina.

Mission

ECPI College of Technology's primary mission is to provide quality collegiate education. The College is committed to being a premier institution of higher education with an innovative, student-centered learning environment. The curriculum is designed to foster inquiry, research, analysis, and critical thinking. Instruction is delivered in a variety of effective formats to enhance student access to the College educational programs and learning resources. The College responds to the educational needs of the communities it serves through cooperative efforts with students, faculty, alumni, businesses, organizations, professional associations, and government. ECPI is dedicated to assisting graduates with career development and the pursuit of lifelong learning.

History of ECPI College of Technology

ECPI College of Technology was founded in the Commonwealth of Virginia in February 1966 to meet the needs of employers for well-prepared data processing specialists. ECPI quickly established a reputation for providing high-quality instruction in certificate and diploma programs while using industry standard equipment and teaching the computer applications and software most in demand by employers. Classes were small, and instructors had industry experience, academic credentials, and teaching ability. Successful student outcomes, including high graduation rates and program-related employment, were considered of primary importance. These values continue to serve the institution, its students, and graduates.

In subsequent years, program offerings expanded into electronics and computer technology, and were followed by business, medical, and nursing programs. Branch campus locations began to be established in other cities. In 1990, the Associate of Applied Science degree was offered in most program areas. More degrees have since been added including the Associate of Science and Bachelor of Science. In 2006, a Culinary Arts program was added at the Virginia Beach campus and offers the Diploma and Associate of Applied Science degree.

Throughout its history, the College has maintained a strong relationship with industry and employers. Program advisory boards regularly meet and provide valuable feedback regarding employer needs and industry trends. This feedback often translates into curriculum revisions that both add value and help to make the College's programs effective.

ECPI College of Technology Relationship with the Commission

ECPI College of Technology was initially accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (the "Commission") in 1998 as a Level I institution offering associate's degrees and was reaffirmed in 2003. In 2004, the College was authorized by the Commission as a Level II institution to offer the Bachelor of Science degree. In December 2008, the Commission continued accreditation following a review of the College's off-campus sites in Richmond, Virginia and Columbia, South Carolina. The College submitted its Fifth-Year Interim Report to the Commission in September 2008.

In December 2009, the Commission placed the College on warning for failure to comply with the *Principles of Accreditation,* specifically Core Requirement 2.8 (Faculty) and Comprehensive Standard 3.3.1.1 (Institutional Effectiveness – Educational Programs). The institution is scheduled for its reaffirmation review in 2013.

Purpose of Report

The purpose of this report is to address the Commission's concerns expressed in the January 12, 2010 letter and to demonstrate the College's compliance with Core Requirement 2.8 (faculty) and Comprehensive Standard 3.3.1.1 (Institutional Effectiveness – Educational Programs) of the *Principles of Accreditation*. A copy of the January 12, 2010 Commission letter is included as Attachment 1.

Core Requirement 2.8 (Faculty): The number of full time faculty members is adequate to support the mission of the institution and to ensure the quality and integrity of its academic programs.

Recommendation from the Commission's December 2009 Meeting

The recommendation of the Board of Trustees of SACS Commission on Colleges at its December 2009 annual meeting, as stated in the January 12, 1010 letter to the College:

CR 2.8 (Faculty)

The institution has not yet demonstrated compliance because, although data are provided regarding the percentage of full-time versus part-time faculty as well as courses taught by each faculty member on each campus, the course load for a number of faculty per semester seems excessive. For example, on page 20 of Volume 1a, the column "courses taught" in fall 2009 lists 10 courses for faculty #79 at the Virginia Beach campus; page 6 shows 8 courses for faculty #17 at the Greensboro campus; page 4 shows 9 courses for faculty #11 at the Charleston campus, and so forth. The data show that a number of faculty members in both fall 2009 and spring 2009 taught 7 to 10 classes per semester.

A further report is requested which should demonstrate the number of full-time faculty is adequate to ensure the quality and integrity of academic programs and that faculty workloads are not excessive so as to impair the quality and integrity of academic programs.

Source: January 12, 2010 Letter from the Commission to ECPI College of Technology

History of the Responses to Recommendation

In 2008, the College submitted its Fifth-Year Interim Report, which was reviewed by the Commission at its December 2008 Commission meeting. As a result of the review, the College was required to submit a Monitoring Report to the Commission, as the Committee on Fifth-Year Interim Reports reported that it had found "significant deficiencies with Core Requirement 2.8 (Faculty)." In its letter dated February 19, 2009, the Commission outlined the requirements of the required monitoring report to address these deficiencies. This report was submitted to the Commission, as requested, on September 8, 2009.

The Commission reviewed the Monitoring Report at its December 2009 meeting and notified the College, in a letter dated January 12, 2010, that the College was placed on Warning for six months. In its letter to the College, the Commission noted that the Committee on Compliance and Reports did not authorize a Special Committee to visit the institution.

Current Request from the Commission

The Commission has requested the following:

> *A further report is requested which should demonstrate the number of full-time faculty is adequate to ensure the quality and integrity of academic programs and that faculty warkloads are not excessive so as to impair the quality and integrity of academic programs.*

Total Number of Faculty

As noted earlier, the College has hired new faculty members, both Full-time Faculty and Adjuncts in 2009 to serve the growing College enrollment. Additional faculty members were hired to ensure compliance with the College's revised Workload Policy described above. The total number of faculty is 749, of which 534 are full-time Faculty and 215 are Adjuncts. This represents an increase of 132 faculty between the Fall 2009 semester and the faculty reported in the previous monitoring report to the Commission and Spring 2010 semester as presented below:

	Fall 2009	Spring 2010	Difference	% difference
Faculty (full time)	367	534	+ 167	45%
Adjunct	266	215	-51	-20%
Total	**633**	**749**	**+132**	**21%**

A majority of the College's total faculty, or 71 percent, are full-time. The assimilation of the new full-time faculty during one semester was achieved through hiring Adjunct faculty who had taught at the College for at least one semester. The new full-time faculty were employed across the 10 campuses, with the Virginia Beach (main campus) experiencing the largest number of new faculty. The Virginia Beach campus hired a total of 25 full-time Faculty and 28 Adjuncts across all the programs. The 25 new full-time Faculty included 12 Adjuncts who were promoted to full-time Faculty positions. The remaining nine campuses each added several new full-time Faculty. Aside from the Virginia Beach campus, no branch campus added more than four full-time Faculty in any individual program. The following chart represents the total full-time Faculty and Adjuncts for the College, by program area:

Comprehensive Standard 3.3.1.1 (Institutional Effectiveness –Educational Programs)

Comprehensive Standard 3.3.1.1 (Institutional Effectiveness – Educational Programs): The institution identifies expected outcomes, assesses the extent to which it achieves these outcomes, and provides evidence of improvement based on analysis of the results in each of the following areas: (Institutional Effectiveness)

3.3.1.1 educational programs, to include student learning outcomes

Recommendation from the Commission's December 2009 Meeting

Comprehensive Standard 3.3.1.1 (Institutional Effectiveness – Educational Programs)
The institution has not yet demonstrated compliance because, although the institution provided data on course completion rates, graduation rates, and curriculum changes, evidence was not found regarding the extent to which goals are matched to student outcomes, or how assessment results are used for improvement.

Source: January 12, 2010 Letter from the Commission to ECPI College of Technology

History of the Responses to Recommendation

As a result of the Commission's review of the Fifth-Year Interim Report at its December 2008 Commission meeting, the College was required to submit a Monitoring Report to the Commission. The Committee on Fifth-Year Interim Reports reported that the Commission found "significant deficiencies with Core Requirement 2.8 (Faculty) and Comprehensive Standard 3.3.1 (Institutional Effectiveness) – 3.3.1.1 Educational Programs." In its letter dated

February 19, 2009, the Commission outlined the requirements of the required monitoring report to address these deficiencies. This report was submitted to the Commission, as requested, on September 8, 2009.

This Monitoring Report was reviewed by the Board of Trustees at the Commission's December 2009 meeting. The College was notified in a letter from the Commission, dated January 12, 2010, that the College was placed on a sanction, Warning, for six months. The Committee on Compliance and Reports did not authorize a Special Committee to visit the institution.

Current Request from the Commission

A further report is requested and should provide evidence that the institution has analyzed student outcomes and has used the results of the analysis for improvement.

ECPI College of Technology Response

The College recognizes that the presentation of the data in the Monitoring Report reviewed by the Commission at its December 2009 meeting led to the conclusion that the College was not "closing the loop" in regard to analysis and improvement within the institutional effectiveness process, as the examples cited did not document the process used by the College to close the loop. To demonstrate that the College does "close the loop," the institutional effectiveness process and use of results for improvement are briefly summarized in the following paragraphs. The analysis and data are used in a cycle of continuous improvement of the College's educational programs. This narrative and the examples are presented to demonstrate the College's compliance with this Comprehensive Standard.

February 1, 2008

Dear Mark Dreyfus:

We are writing this letter to express our concern and dismay involving the criminal justice program at ECPI College of Technology (Raleigh location). This letter is an attempt to elucidate our concerns about this issue and to support the efforts of our future fellow classmates who are interested in the criminal justice program at ECPI College.

We have been enrolled in the criminal justice program at ECPI since November of 2006. Since that time we have had many problems and concerns. We have waited to respond, however, until we did some research of our own. Our goal was to attempt to figure out what each side was saying, and to put the situation in context. The following is our understanding of what is happening.

<u>History</u>

- Upon signing up for this school, we had been given misleading and false information. The admissions rep Redacted told us there was a forensic lab in place. However, to our surprise there is no existing lab. We will be completed with our crime scene forensic course on 2/7/08 and we have not had any hands-on experience in this class.

- In June of 2007, Redacted by began as our criminal justice teacher. We spent two consecutive terms with her teaching court procedures and ethics. The knowledge that we obtained from those two courses was self-taught. She was much unprepared, inpatient, and unknowledgeable about the information she was teaching. We feel we would have actually learned more by spending those two terms at home reading our books. Redacted by said herself she was unprepared and was not very knowledgeable about the information she was teaching. The information she taught contradicted the books that were given to us with the courses. When we confronted her, she told us that the books were wrong. We paid for these two courses, took 5 hours out of our day, and spent gas money commuting back and forth to school. We feel that since these simple standards were not met we should be reimbursed for those two terms.

- We have contacted and spoken to the *Director of Education:* Redacted *Campus President:* Redacted byand *Academic Advisor:* Redacted byin an attempt to express our concerns. We have had several meetings with them. Their responses were as follows:

    - July 2007 (meeting with Redacted by HELP Committee) said they were working on the forensics lab and it would be complete by our forensic course. Their response to our concern about prior instructor

Redacted by was they would sit in our class to see what the problems were.

- None of the above ever happened

- When the issue came up about the admissions rep lying to get students enrolled in their program- Of course Redacted by HELP Committee Redact were unaware of this behavior, but yet they failed to ever investigate the matter any further.

- Redacted by HELP Committee are hardly ever present past 5: 30 p.m., because we are all night students we do not arrive until 5:30 p.m., so if we have questions or concerns, we get the run around or are left to leave a note under their door because they have left for the evening.

- Redacted by HELP Committee told us they are there during the day if we want to set up a meeting. However, we all have full time jobs. We cannot leave work early to meet with them every time we have a question or a concern. This is another reason we chose this school. We were told the faculty would be available to us at any time, and that this was convenient program for people that have jobs during the day. It is not.

- 1/21/08 (meeting with Redacted at 6:30 – 6:45 p.m.) Redacted came to our class to discuss our course credits with us. We had all been given a tracking sheet on the first day of school with a list of all the required courses and the number of credits we needed to graduate, which were 73 credits. However, we have recently noticed that we are scheduled for more classes and will have more than 73 credits upon graduating. Dr. Redact responded by saying that we still needed all these classes because ECPI is in the process of switching over from and A.A.S. program to A.S. program. We were told that we would graduating in February and now it will be sometime in April or May for most of us. Redacted told us that the tracking sheet that was given to us was from Virginia Beach and that it was wrong. We asked Redacted if we could set up a meeting with you (Mark Dreyfus) due to our concerns, and his response was that he does not even speak with you, and that he would have to relay the message to Redacted the campus president because she is the only person that is able to speak with you. Redacted ended the meeting and said Redac would get back to us.

- 1/24/08 (meeting with Redacted by 6:00 – 7:15 p.m.) Redacted by told us that the forensics lab was coming but it would not be ready before we graduate. We expressed our concerns again with her about our prior instructor, the fact that she has failed to get back with us with a response, our credit hours, and the criminal justice program as a whole or lack thereof. Reda 's response to us was that we would need to be "compensated" for the two terms with Redacted by : she told us that when ECPI accepted the criminal justice program they were not ready for it; she sympathized with the way the program has been for us and said that something needed to be done. Redac told us that she was going to get more involved with our scheduling and academic needs. We asked her if she had informed you (Mark Dreyfus) of any of the concerns we have been having. Her response was that she had not, but that she would talk to you and together the two of you would come up with a solution. Redacted told us she would have an answer on Monday 1/28/08.

- 1/28/08 (meeting with Redacted by HELP 6:00- 6:15 p.m.) Redac Redacted by HELP still did not have a solution. They talked to us further about our courses, but there was nothing new. Redacted had not figured out anything with our courses. Redac said there was some miscommunication. Reda was supposed to be the one who took care of this matter, but she handed off to Redacted , and once again did not follow through with her previous statements. Redacted told us she would be back on Thursday 1/31/08 with an answer, and that Redacted by would be there as well with a guest speaker for our class.

- 1/31/08 (meeting with Redacted by HELP 6:00- 6:10 p.m.) Redacted by never showed up for the meeting. Redacted by arrived at 6:01 p.m. without a guest speaker. He told us he was on his way to meet with the guest speaker. Reda said since we had been "complaining" so much he was going to try and bring some more guest speakers in for us. Redacted has hardly been involved with the criminal justice night students. However, he has managed to provide the day students with numerous guest speakers, a criminal justice alliance club, a thorough lesson on fingerprinting, and numerous field trips. Unfortunately, he has failed to provide the night class with those same opportunities. Redacted Redacted response was that it was hard to get guest speakers to come during the nighttime because when they are done working they want to go home. Red told us that he was just as frustrated as we are with the forensics lab, and that he was aware of our concerns and that Redacted by and R -- should address our problems. Red did not have a solution and said it was out of his hands. Red ended the meeting at 6:10 p.m., upon his departure we went to the main office to see where Redacted was since she had not showed up for the meeting. Once again, Redacted by avoided us. We were told by Redacted by the career advisor that Redacte had left around 5:30 p.m., at that time we went to the front desk and asked for your (Mark Dreyfus) contact information and received your telephone number.

As you can see from the above events, we are very frustrated and disappointed that this matter has not be resolved. Redacted has not been able to follow through or give us any insight on where to go from here. We have clearly been mislead and given false information about the criminal justice program at ECPI. Frankly, we are tired of Redacted by HELP and Redacted , and we would greatly appreciate it if we could meet with you to get this matter resolved.

Thoughts

Given the above sequence of events, several thoughts run through our minds:

- We are very fortunate to have had teachers such as Redacted (criminal justice teacher- present), Redacted by HELP (previous English instructor), and Redacted Reda (previous criminal justice teacher), who have taken it upon themselves to give the criminal justice night students the education we need to pursue a career in the criminal justice field. If it were not for them, we would have left ECPI a long time ago. We are not asking for any extra perquisites, bells, or whistles, all of these things are what we were promised upon enrolling at ECPI one year ago. We feel that we should be compensated for the unsatisfactory teaching skills of prior instructor Redacte Red , the forensics lab that will not be in place before we graduate, and the false advertisings. We are very disappointed that we have not received any feedback from Redacted whether positive or negative. To just be ignored is an insult. We have tried to follow the right protocol and work up the hierarchy to get some answers, but we have not received any. Despite the lack of communication, we will keep pursuing this matter because we want future students to receive the quality education they need to pursue a career in the criminal justice field. It is our hope that by contacting you, we have exposed some helpful information to you and you now have a better understanding of the unethical conduct that has taken place over the course of our program here at ECPI College of Technology in Raleigh, North Carolina. We hope that you can help us get this matter resolved.

Thank you for your time and we look forward to your reply and a resolution to our problem.

Sincerely,

Please contact:

: Telephone or Email

Or

: Telephone or Email

Redacted by
HELP
Raleigh Visit Summary – 2/20/08 through 2/22/2008

Campus wide

- Even though the only 2 schedules for night classes are to start at 5:30 or 6pm, they have made their official start time at night 5:45pm. Nothing is starting until 6pm, of course.
- Day classes start late – closer to 8:30ish.
- Instructors seem all over the place – very social – very often not in class. One instructor took me for a "walk" around the parking lot to discuss what turned out to be"international teaching opportunities" – when I mentioned he should stay in class, he said they were fine.
- The above is because in many classes, the instructors are not teaching. They are babysitting and students go through the book and assignments (various comments in the surveys as well as what I saw).
- Faculty are not seemed to be held to any standard – they seem to teach what they want when they want. Additionally, there is no enforcement of policy. Dress, food and drinks in classes, etc.. I was told many classes take "dinner breaks".
- Overall lack of management and organization

Criminal Justice

Student Surveys

- Overall, many Average Marks
- Redacted by – by far their east effective instructor. Redacted by also.
- Many Poor Scheduling marks
- A lot of Below Averages and Unsats on educational quality
- Extensive lack of hands on

My take

- Redacted by HELP Committee both need to be replaced immediately
- Scheduling – they are running 2 day and 2 night courses to keep the instructors paid. Students in Intro to CJ are taking their next CJ class at the same time.
- Redacted by – a Net instructor assigned CJ course. Not Credentialed OR capable.
- Lab tables are in – no excuse for not doing labs.
- In spite of repeated claims by Blair that the faculty use sharepoint – they do not and are not being told to.

Medical Assisting

Student Surveys

- Overall many Average marks

- Redacted by HELP have any Least Effective Instr comments
- Many Poor Scheduling marks
- Some Equipment/ Lab concerns – not working or not enough

My take

- Redac is new advisor – but it seems that Redacte is doing the scheduling
- Lots of Independent Studies for med classes

Net Sec/CEET/Web

Student Surveys

- Overall many Average marks
- Redacted by HELP Committee have many Least Effective Instructor comments
- Many poor Scheduling comments.
- They want clubs for evening school

My take

- Redacted – like most instructors in Raleigh – puts his class on autopiliot – almost self paced.
- Scheduling – actual instructors are not on schedule – Redacted by was assigned to 2 day classes, but is not there in the day (full time at IBM)
- One instructor told me he was told they would be switching back to the official book list – even tough Reda has claimed many times that they were in fact using the official book list.
- Redacted by – Electronics instr – had about 8 students in a class and real dry lecture the whole time – he wasn't even phased by the fact that 3 of them had their heads down sleeping. No one had a book open or anything, the tables were bare.

Collected Syllabi

- Med courses – I do not have access to official curriculum
- NET190 Unix – AAS course –
  - Textbook matches the Syllabus in SharePoint.
  - Objectives are different.
  - Course has 15% of grade for attendance – maximum allowed is 5%.
- IST120 Computer Applications
  - Listed on Syllabus as 2 credits – it's 3 credits
  - Still teaching office 2003 – diff book.
  - Objectives much different than what's in SharePoint, and very basic

  - 10% of grade is attendance and 10% is professionalism (?) for a total of 20% participation. Max allowed is 5%.
- BIO120 Biology
  - Different textbook than in SharePoint

MEMORANDUM

CONFIDENTIAL

To: Redacted by HELP
Director of Academic Affairs
ECPI College of Technology, Virginia Beach Campus

From: Redacted by HELP Committee
Associate Dean for Criminal Justice
ECPI Colleges

Date: February 22, 2008

Re: Assessment/Visit to the ECPI Campus, Raleigh, North Carolina

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BACKGROUND:

Pursuant to a request from Mark Dreyfus, an onsite visit to the Raleigh Campus was conducted from February 20, 2008, to February 22, 2008. I was asked to perform the following tasks during this visit:

- Meet with the Raleigh Criminal Justice faculty;
- Oversee and insure the correct instillation of computer software applicable to the ECPI Criminal Justice program and demonstrate the application of that software to the Raleigh Criminal Justice faculty;
- Perform classroom lectures and classroom laboratory exercises with the Criminal Justice students on the Raleigh campus;
- Generally observe and report back on the status and quality of the Criminal Justice program on the Raleigh Campus.

SUMMARY AND RECOMMENDATIONS:

The following memorandum constitutes a report on my visit to the Raleigh campus. I have provided both a chronological and subject matter based recap of that visit. However, for convenience, I do offer this initial list of recommendations in summary fashion:

1. That all future hiring of criminal justice faculty for the Raleigh Campus should be conducted under the supervision of the Virginia Beach Campus. This should include interviews of, and teaching demonstrations by, prospective candidates via the VCOM system. The supervision of the Beach Campus is needed to ensure that only faculty members who possess the required requisite skills, knowledge, experience, and professional and academic credentialing in criminal justice will be hired. The teaching demonstrations must include evidence of an appreciation for active/collaborative/"hands on" learning modules applicable to the curriculum;

2. That regular audits be conducted of the curriculum Sharepoint system to ensure the utilization of that system by the Raleigh adjunct and full-time CJ faculty members;

3. That regular audits be conducted of the course materials and textbooks used in the Raleigh CJ classes. It is imperative that such audits involve more than a simple request and submittal of documents by faculty members. A survey of CJ students (see point #4, below) should also be utilized to ensure the veracity of any such faculty report;

4. That regular student surveys should be conducted (via confidential email transmitted directly to the Virginia Beach campus) to determine what the student perspective is on the Criminal Justice program on that campus. This should include questions regarding: (a) curriculum, (b) active and collaborative learning opportunities, (c) faculty, (d) admission process, (e) externship process, and (f) career placement process;

5. That the Raleigh Campus administration and faculty be required to undergo training on effective class scheduling and classroom utilization;

6. That the Raleigh Campus faculty be required to undergo training on active and collaborative learning to facilitate the implementation of "hands on" activities and laboratory exercises in CJ classes;

7. That immediate steps be initiated to facilitate externship for the Raleigh CJ students. It is embarrassing that this is the first term that the students have externships;

8. That Admissions be required to meet weekly with the CJ faculty to facilitate training on the program's content;

9. That Career Services be required to meet weekly with the CJ faculty facilitate training on the program's content and develop ideas for future externship sites and potential placement sites;

10. That until qualified faculty can be hired, Raleigh CJ classes be synched (via VCOM) with the Virginia Beach Campus [for CJ technology classes (Redac) and law classes Redacted and the Innsbrook campus [for law enforcement classes Redacte d b.

CHRONOLOGY OF VISIT:

Wednesday February 20, 2008:

<u>*CJ100 Introduction to Criminal Justice* Classroom Visit:</u>

- We arrived on Campus just prior to 12pm.
- I went directly to the classroom location.
- I visited the classroom and reviewed a film with the students and listened to class discussion.
- I then engaged the students in a discussion on the purpose of criminal justice positions in the "grand scheme" of reducing criminal recidivism and curbing juvenile crime. We also discussed career goals and career paths.
- I provided an overview of the activities for Thursday's Research Methodology Day Class.
- The students invited me to a Bake sale on Thursday at 11am.
- Redacted by HELP Committee ***greeted me in the classroom upon discovering my presence in the classroom.***

Post CJ100 Classroom Visit / Afternoon:

- I met with Redacted (CJ instructor) to discuss the exercises/ labs planned for the day class on Thursday. We further discussed the lab activities that I would facilitate on Wednesday evening in Redacted byInvestigations' class and Thursday evening in Redact Redact Computer Investigations' class. Finally, we discussed the need for details to be worked out with R -- **Redacted** for his visit next week. He has planned an exercise for the Wednesday Investigations class and an activity for the Thursday evening Drugs Class.
- Redacted by stopped in to check with me on any issues that I was having and discuss the situation.
- Redacted stopped in to check with me on any issues that I was having and discuss the situation.
- Redacted by***warned me about (don't know the last name) and (don't know the last name, but see below) being the main students who have complained about CJ in the night program. I don't know the students on this Campus. This was slightly awkward but I decided to not try to "walk on eggshells" and simply be myself during my lecture and labs planned for later that night.***

CJ200 Investigation Principles Classroom Visit

1. I met with the instructor for thirty minutes prior to class.
2. Redacted (CJ night instructor) appears to be a very bright young woman. She is attending Redac for her PhD and has a strong research background from what she said. She seems to like criminal justice, however I have the feeling (I do not know this for certain) that she does not have a lot of field experience.
3. Red mentioned her desire to learn ComPhotoFit, so I added it to my agenda for the night (however, subsequent events made this observation suspect, see below))
4. I introduced myself to the students in the Investigations class. These are the same students I had on VCOM last Tuesday. They remembered me and were very nice and eager to learn.
5. The students immediately began complaining that they didn't know anything (as they did the first night I met them on VCOM), so I told them that we would go over CJ professional certifications and professional development. We discussed these items for approximately 40 minutes. I also discussed externships and volunteer opportunities. The students expressed disappointment that they didn't already have the information. I asked them to focus on their professional futures and calmed them down. We began discussing career game plans and I passed out 3 professional development handouts to kick off their "game plans". I left handouts with Red as well.
6. The next topic I covered was certifications. I immediately mentioned the need to acquire certifications related to the field such as firearms certifications, CPR, AED and FEMA certifications. I then took them to the FEMA website and walked them through how they can take the FEMA certification classes for free (in the comfort of their homes or as a group on campus) and then take the exam online. They absolutely loved the idea.
7. I then began lecturing on pictorial documentation and discussed the three forms of pictorial documentation. We discussed videography, photography and sketching. We further discussed investigative tools and maintaining the integrity of a crime scene. We then discussed search patterns utilized by patrol officers and police investigators.
8. I staged a small crime scene in room 204 and asked the students to form teams and search the crime scene based on the search pattern to locate the three items of evidence in the crime scene. The students were required to create a rough sketch of the crime scene. The investigative search and rough sketch were completed in a time limit.
9. I spent some time discussing eyewitness and victim flaws in the description of offenders. This information was provided to prepare the students for the demonstration of ComPhotoFit which is utilized to create suspect composites.

Student Reaction:

1. The students were very pleased with the activities for the night. I decided to step out of the classroom at 8:00 p.m. to provide the instructor with time to continue her lesson plan.
2. The students expressed anger that tonight was the first "hands on" night that they had in their entire program. They appear very upset about the situation.
3. By the end of the night, I was able to get to know the students and their names. They thanked me and (see above – one of the students that the Campus President had "warned" me about) came up and ***personally thanked me in the restroom and told me that I made a difference in her life tonight.***

Thursday February 21, 2008:

CJ136 Classroom Visit:

1. I introduced myself to the class. I had met some of the students in the CJ100 class prior to today's visit.
2. I entered the class under the impression that these students didn't have any concerns so I prepared to teach a few research concepts. However the students immediately expressed concerns about the degree and a future BS degree. This was followed by equal concerns regarding careers and externships. Based on these concerns:
   (a) I decided to provide the day students with the same professional development workshop that I provided to the night students on Wednesday. I discussed the importance of externships and the need to build a resume. I produced some handouts developed to ease the students into the resume development process. The handouts explore the items which should be listed on a Criminal Justice resume, and some formatting tips. I also discussed the"do's and don'ts" for CJ interviews.
   (b) I was very pleased that the majority of the class was happy. ***However, one student cried. I asked her why and she said: "because no one ever told us all this stuff."*** I felt pretty awful about it so we continued our discussion for an hour.
3. Next we discussed the FEMA certifications. I walked them through the website and gave them the sequence of certifications to take. I also encouraged them to form a CERT (Community Emergency Response Team) for the school (similar to the team at the Beach campus) or join a local group. I added that the training is free and it is great experience that is extremely valuable on a resume for law enforcement. In response, the students asked if they could carpool to training at the Beach Campus. I told them that although that is possible, it would be even nicer if they created these activities in their community to protect their own neighborhoods. I don't know if I fully sold them on that idea. ***Some of them have decided that they want to pursue the BS at the Beach campus.*** I did offer a compromise which is to join my Chapter of the American Criminal Justice Association. I gave each of them membership applications. This will get them involved in my chapter, link them to the website, get them invited to regional conferences, national conferences and they will receive journals in the mail and network with CJ professionals. They loved this idea and the $36 fee didn't scare them.
4. At this point, I finally had an opportunity to lecture. I engaged them in a lecture/ discussion on the purpose of crime analysis. It became really interactive and they took notes. ***They told me they loved it and they said that "they were really learning." One female student asked me if I wanted to move to North Carolina. I laughed and kept teaching.***
5. Next, I discussed the "Seven Step Research Process" and provided them with handouts with pictorial diagrams to assist in the learning process (this is handy for field research and research projects). ***At this point, a male student asked me if I would consider being their teacher since I seem to know "a lot." Because,*** Redacted ***had left the room, I said that they did have a teacher and that I was happy where I was.***

6. I then discussed eyewitness and victim testimony and descriptions and we moved on to ComPhotoFit. I had the students assist me in constructing a female composite. They all got really involved and loved the software ***but complained that their campus doesn't have "that stuff."*** So, I was really happy to tell that I was using their computer so they could use this software as well and construct wanted poster samples for their (job search/professional) portfolios.
7. The next lecture was on data and data integrity.
8. ***After*** Redacted ***left the room, the students stated that the only SPSS thing they had done was the tutorial because*** Redacted ***didn't know how to use it.*** So, I decided to help them load their files. I gave the students a handout and then walked them through the data set loading process with a projector (SPSS Lab 1). I assisted those who needed help. Redacted came in the room and began assisted students after the second data set was loaded. ***I think that he can do this himself now.*** I apologized to the student for my abundance of handouts for the day but I like to give people instructions on how to do everything. They loved it.
9. Next, I taught them how to create frequency tables and determine the measure of central tendency with a variable from a data set. I provided a lab sheet in case they forget after I leave (All of this is in Sharepoint).
10. A male student then asked me again if I would move to North Carolina and become a teacher for their campus because this ***was the first time in 7 months that they had done anything. I told him that it was still early in the term and he would be doing more labs.*** Plus, he had many more courses ahead of him with hands on activities coming. And I said that I may come to visit in the future. The class was pleased with that idea.
11. I provided them with a Mapping 2 Lab sheet. This is an online lab (also available on Sharepoint). I told the students that they can do it at home but it will introduce them to mapping principles. ***I had to at least give them this because Arcmap has not yet arrived on this campus so I can not train the students or faculty on this software.***

<u>CJ227 Classroom Visit:</u>

1. I arrived on Campus at 3:45 p.m. to set up a scenario for the students. Red reserved Room 206 for me. I decided to have the students synthesize the principles in CJ105 (Criminal Law), CJ125 (Criminal Procedure), CJ110 (Law Enforcement Operations), CJ200 (Investigations), and CJ225 (Crime Scene Management) into one exercise along with principles in the Computer Investigation course.
2. I prepared a digital crime scene. I developed a scenario involving a drug distribution network and placed a laptop in Room 206 with cell phone numbers on the screen. I then randomly placed ten floppy diskettes in the room with information which I erased in Room 206. Finally, I randomly placed 6 CDs with maps of drug distribution sites in the room.
3. I briefed the students on the scenario and again reviewed the principles of digital media and investigations.
4. We then discussed the importance of having reliable informant testimony. The address for the "scenario" and the information for the exercise was based on a trusted "informant."
5. We discussed the proper way to complete a search warrant and the process of assessing a scenario and preparing for an investigative raid involving digital media.
6. The students completed the search warrants and were approved by me after completed a risk assessment of the scenario and drafting a list of resources necessary to conduct this raid and analyze any digital media located incident to the seizure.
7. The students processed the "warehouse" and sketched the location. Next they seized the floppies, CD's and took notes on the information on the laptop screen. A crime scene report was drafted as well as an IBR (Incident Based Report). The students then completed Drivespy data retrieval for the deleted files on the floppy drives to complete the requisite multi-evidence forms provided.
8. The students were informed that the entire lab packet could be placed in their portfolios.

9. ***The students became upset when we left but I left business cards for them to keep in touch.***

STUDENT OBSERVATIONS:

<u>Day Students:</u>

1. I was under the impression that the Day students did not have any issues with their education. I was wrong.
2. The day students personally like Redacted but feel that they are missing out. They loved the CJ136 lecture and stated that it was the most "hands on" they had ever had at the school. They "don't want to get Red n trouble," but they are really frustrated.
3. These students asked if they could join the ACJA Chapter (Nu Delta Sigma – the Beach Campus chapter). I encouraged them to form one with Redacted and they refused. So I provided applications.
4. ***The students informed me that they will carpool to Virginia Beach to attend any workshops that we schedule because they are eager to learn things and they said that they will even stay in hotels if they can have training and labs.***
5. ***The students then asked if they would be allowed to go to Virginia Beach for the BS degree.***
6. I was able to hold the class until slightly after 1pm because they wanted to keep learning. When I told them that class was over, they said that they would stay late for another lab.
7. ***A student cried when I passed out business cards and said goodbye to them. They pleaded with me to come work in North Carolina.***

<u>Night Student Audit:</u>

1. **Night students are unaware of the existence of externships.**
2. **Night students say that they do not know who their career advisor is.**
3. **The night students informed me on Wednesday night that they just made appointments with someone to learn how to make a resume and they are graduating within the next one to three terms.**
4. **The night students state that they have never had a "hands on" project prior to my arrival.**
5. **The night students lack career and professional development training.**
6. **The night students come to school whenever they feel like arriving. School does not start at 5:30pm. Instructors start classes at around 6pm each night (based on my observation from walking around).**
7. **The students (CJ and non CJ) have no activity. During my rounds of walking down the hallway I saw students in sedentary positions working out of books while instructors worked on the instructor PCs or laptops, which I can only assume were personal computers.**
8. **Instructors fail to use the approved curriculum from Sharepoint. The CJ227 class was installing operating systems, which is clearly a Network Security activity, not criminal justice. The instructor was doing labs from the textbook which are not part of the approved curriculum. The curriculum is in Sharepoint. I mentioned this to him** Redacted by **in email prior to the VCOM class during the first week of the**

term and during my visit. I also noticed that CJ136 was not using the SPSS or Mapping labs from Sharepoint. I had Red **print them and make copies so that I could run through them with the students. They loved the labs. This is a hands on activity that is readily available that they are just failing to comply with!**

9. Redacted by HELP Committee

10. Redacted by HELP Committee

11. **The night students expressed concern about what would happen to them once I left. They stated: *"What will happen to us after tonight?"***

FACULTY OBSERVATIONS:

CJ Faculty Audit:

1. Redacted by HELP Committee

2. Redacted by HELP Committee

3. Redacted by HELP Committee

Faculty Training Issues:

1. In sum, faculty training was impossible in Raleigh:

   - Redacted by left the Campus shortly after day classes each day, eliminating any ability to conduct training after class with him on software. I showed his Day students how to use SPSS and ComPhotoFit. The students took notes on each step and I walked around to assist them. Even though he was present, Red did not take notes on either program. I am not comfortable believing that he will successfully be able to work the software without student assistance.

   - Redacted by arrived shortly before class each night, eliminating any ability to conduct training prior to class with her on software. I showed the Night students how to use ComPhotoFit. The students took notes on each step. Even though she was there during my presentation, Reda did not take notes. I am not comfortable believing that she will successfully be able to work the software but I may be incorrect.

   - Redacted by appeared solely interested in Drivespy but assured me that he knew how to use it. I will have to take his word on this because he said that he introduced the software to the students prior to my arrival. Please see my observations above regarding his ability and credentialing to teach a CJ course.

2. Additionally, I introduced both the day and night population to the FEMA Certification Programs that we utilize for CJ students. The students loved the idea and I showed them how they can do the training in groups on campus, lead by an instructor or a club member or alone in the privacy of their homes. **Neither** Redacted by **took notes on this training.**

CAMPUS ADMINISTRATION OBSERVATIONS:

1. The Raleigh Campus Environment felt borderline hostile to both Redacte and me. It was obvious from the moment that we arrived that people knew why we were there and that they didn't want us there. Re and I were repeatedly followed around the building. The following are random observations that I would offer in support of this conclusion:
   - We were constantly watched while outside. For example, Red reprimanded Re for where he was smoking outside (actually within a few yards of the campus "smoking gazebo".) This was very disturbing because it was unnecessary to scrutinize every movement we made since we came to assist them.
   - The faculty were very resistant. They did not seem to want to cooperate. The faculty simply sat down while I taught or made a few copies. There was zero teamwork.
   - The communication between Reda and I and the faculty and staff was strained and passively hostile.
   - The environment was such that it was impossible to leave folders, notepads or binders unaccompanied in a room for fear that they would be viewed, copied, or stolen. In all of my experience in Criminal Justice, I have never felt such a feeling of insecurity among co-workers.

2. Redacted by were extremely nervous with us around. Certain details regarding our interaction (and our interaction with other Raleigh staff members) should be noted:
   - Reda pulled me into a room when Re walked away the first day we arrived to ask me a series of questions. This was extremely uncomfortable. She asked me why I was really there... why I had been sent... what was going on... I simply replied that I was sent to do labs with the students.
   - Twenty or thirty minutes after Redac pulled me in a room to "chat", Red pulled me into a room to "nicely" inquire about what I would be doing while I was in Raleigh. I truly

felt a bit like a suspect in a crime. They seemed to be under the impression that as a Dean I should know more about what was going on than I let on.

- Later Wednesday night I was asked why I was there again by faculty members who would come individually while I was trying to answer emails in a classroom (working alone). I just told them I came to visit the campus.
- The librarian came to ask me questions. This is when I began to realize how bizarre the campus was and that the environment was borderline hostile.
- Finally, on Thursday Red pulled me aside to confront me about Re administering surveys on Wednesday night to students.
  - He said that the faculty were very angry and ***he compared* Re *to a terrorist based on the warnings that they were giving college students*** on television. He said that the faculty were claiming that Re did not announce himself. I knew for a fact that this was not true because Re interrupted a class I was teaching to do a survey. ***So, either* Red *or the faculty were lying.***
  - He then said that as a CJ person I should talk to him so that he doesn't continue this behavior. He then asked me what Re was up to. I told him that I had no idea. I restated that I was here to do labs for the students and that Re was my boss and he brought me down to Raleigh. Reda came in and asked but again I didn't say anymore than agreeing to mention the concern about identifying himself when entering a classroom.

3. Red pulled me out of a classroom on Thursday afternoon to tell me about a textbook issue he was having with Mr. Dreyfus based on a Logic Design book on the official textbook list that used Cobalt which is an old programming language. I told Red that my program doesn't use the book so I don't know anything about it. He said that his web expert found a book using Visual Basic so they switched to that book. But the new book isn't on the official textbook list.

4. I asked Red for tape and to point me in the direction of the copy machine. He took me downstairs and we ended up passing Redact office. He said, "Oh, she's gone". I asked why that mattered and asked where the copier was. He took me to the copier and then disappeared. I finished my copies and took the elevator back to the classroom I was trying to use as a worksite. Red appeared and escorted me to the elevator. He said that he and Reda needed me to talk to Admissions reps (see below).

CAMPUS ADMISSIONS DEPARTMENT OBSERVATIONS:

Red instigated an interview between me and members of the Admissions staff (see above). The admissions reps filed in one at a time and then complained that the commercials "we" make are causing the CSI (*Crime Scene Investigation – a/k/a* popularity of the Television show problem). They then fired away with a round of questions and requested documentation on the program. I wasn't prepared for this, so I didn't have anything for them. However, they stated that they toured students through the lab. I immediately criticized this and cited the following reasons:

a. Crime Scene Management is a small portion of the program and the field. A tour of the lab is unnecessary and misleading.

b. The Admissions staff should know enough about the program's math and science requirements to scare most people away from CSI once they hear it.

I am concerned regarding the product knowledge of the Raleigh Admission's staff for the following reasons:

a. After two years, they still don't know the basics of the CJ program;

b. They didn't know about externships;
c. There is clearly no communication between Admission and the CJ faculty;
d. They don't visit CJ classrooms with prospective students;
e. They don't know what students do in the classroom.

CONCLUSION AND FINAL COMMENT:

- My Summary and Recommendation are recited above.

- After two days on the Raleigh campus, my trip ended like this: On Thursday, Redacted by pulled me out of the classroom to discuss training with his CJ faculty. He felt it would be best if we ***didn't*** conduct training in the morning and simply headed back to Virginia on Friday.

Mr. Mark Dreyfus, President
ECPI College of Technology
5555 Greenwich Road
Virginia Beach, VA 23462

Dear Mr. Dreyfus:

I am copying you on the letter below, which has been sent to the Virginia Attorney General's Office, the Virginia Office of Consumer Affairs, the accrediting commissions of ECPI Technical College and ECPI College of Technology, local media outlets, the Virginia Department of Education, the State Council of Higher Education for Virginia, and the Federal Department of Education. I believe this information would interest you greatly. The Virginia Attorney General's office has notified me of its consideration of a case against ECPI College of Technology-Glen Allen and the Office of Consumer Affairs has already opened an investigation. From this point forward, you will be reading the letter I have sent to the Virginia Attorney General's office (similar variants of which have already been sent to the afore-mentioned agencies and organizations):

Having been referred to you by the Virginia Department of Education, I am writing for two reasons today. First, I would like to request your assistance in resolving a serious matter I am involved in with a local college. Second, I would like to provide you with information so if the need arises you can alert other area students and prospective students to stay far away from the promises of this institution.

The issue at hand is between myself and the Innsbrook campus of ECPI College of Technology. I enrolled at the school in August 2005 when it was named ECPI Technical College. I chose ECPI primarily because of their accelerated Bachelors degree program, which would allow me to obtain my B.S. degree in Management Information Systems and graduate in 29 months so I could then go on to get a Masters degree. The short time in school really appealed to me because I did want to hurry up and get my graduate-level degree, and a short time in undergraduate school would make this possible.

When I enrolled, I was assisted by an enrollment advisor by the name of Redacted He was well aware of my reason for choosing ECPI, even stating that it would be possible for me to go to any other school I wished because my undergraduate degree would be accepted at any school. He spent a lot of time trying to highlight that ECPI was like any other college, and the degree was just as legitimate as one from, say, Randolph-Macon College or Virginia Commonwealth University. I made the mistake of listening to him.

Through dedication and hard work I completed my Bachelors degree ahead of schedule, graduating in June 2007. I did not immediately go on to school for my graduate degree because I wanted to spend a year deciding whether or not to stay in the Richmond area, among other things. In addition, I wanted to build up some savings so I could put some of my own money into paying for the graduate degree without having the rely completely on student loans.

When I did begin looking at schools to attend for my Masters degree, I received a rude awakening from every school I talked to. Though it had not been disclosed to me that this would be a problem by my admissions advisor Redacted , ECPI Technical College was nationally accredited. Most universities (and all HELP universities with a good name) are regionally accredited. Because ECPI was not regionally accredited at the time I received my Bachelors degree, I have not been able to enter any graduate school of my choice (University of Virginia, Harvard University, University of Richmond, Virginia Commonwealth University, and even Averett University!). These schools do not accept degrees from nationally accredited schools. This was not disclosed to me by Mr. Red , my admissions advisor, and in fact he stated that I could go on to any school to earn my Masters degree once I had a Bachelors degree from ECPI.

Last year, ECPI Technical College became regionally accredited by the Southern Association of Colleges and Schools and renamed ECPI College of Technology. They now offer a program for students from the old school to come back to the new school and earn a Bachelors degree under the new accreditation. Based on my knowledge of ECPI refunding a student nearly all of his tuition in the past because of issues with his degree not being accepted elsewhere, as well as the fact that my admissions advisor misled me about my degree being accepted by universities, I have been attempting to have the school pay for me to complete the 30 credits required to upgrade my degree. They are stating this is not their problem, and refuse to do so.

I am in $40,000 of student loan debt with ECPI already, for what has turned out to be a worthless degree. What they have done to me and hundreds of other students was unethical at the least, and I would hope even illegal. At the recommendation of a very helpful admissions director, Redacted by I have met with the campus director, Redac Reda who seemingly tried to end our meeting as soon as it started. He tried to insist that
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my issue was that the universities would not accept my credits - however, as explained to me by every university I have talked to, the issue is not my credits, but the degree itself. Once a Bachelors degree is earned, it is not the credits earned towards the degree that determine its acceptance by a university, but rather the degree itself (and whether it is from a nationally accredited or regionally accredited school). If I receive a new degree under the new regional accreditation of ECPI College of Technology, I could attend a university of my choosing. So far, Redacted has been of absolutely no assistance on this matter, and so I am writing to you to see if you might be able to offer me any assistance in talking with the school and in resolving this matter.

The fact that ECPI wants me to take on an additional $12,500 in loans is not acceptable for two reasons: 1) I am already struggling with payments on my S40,000 of student loan debt from ECPI for a degree they granted to me and which is now basically worthless. I make $25,000 gross per year and the loan payments are $486 per month - a lot of money. I still live at home with my parents because I cannot afford to move out due to this high debt load. 2) My second reason for not agreeing to pay this tuition fee mysel is because my plan had always been to go to ECPI, and then to a university where I was aware I would have to take out more loans. I never ocunted on my first degree from ECPI being a sham, and so did not (and could not have based on the amount I make) make financial allowances for having to pay ECPI twice.

My issues with ECPI do not end here. Upon meeting with the financial aid department when I first enrolled at the school in August 2005, I was told all of the loans they helped me obtain would be deferred free of interest as long as I was in school and attending full-time (which I did the whole time I was there). One of the loans they helped me obtain was in my mother's name, as I could not qualify for any further loans on my own. Unfortunately, the financial aid department also misled me by telling me this loan would be deferred my whole time in school, but payment came due after I had been in school only 6 months. Because we had to apply twice for a 6-month hardship forbearance, hundreds of additional dollars in interest piled up on the original loan. Again, I have encountered financial hardship because of misinformation.

So I am writing to you today for your assistance. As I stated earlier, I am aware my request of the school is not completely unusual as ECPI has refunded a student's tuition in the past for a matter similar to this one. In addition, I am aware of a class action lawsuit with 40-plus plaintiffs in South Carolina related to the same issue with an ECPI campus there. I am not the only person facing this same problem, by any means. The judge overseeing the South Carolina case over-ruled the arbitration agreement that ECPI forces all new students to sign and the case proceeded, though I am unsure of how it concluded.

Mr. Mark Dreyfus
April 23, 2009
Page 4

I would prefer not to have to go to court to settle this matter, as I do not believe that is the necessary or even mature thing to do. Instead, all I ask is that ECPI will make right (by waiving the $12,500 tuition fee) the fact that my first degree from them is now essentially worthless because of the misinformation fed to me by their enrollment advisor. I will complete the 30 credtis required for my replacement degree and move on. My goal is certainly not to cause trouble or tarnish the name of the school.

I have no problems with the quality of the education I received while at ECPI; it was actually top-notch. However, upon graduating and after unsuccessfully trying to enroll in several universities, I am very discouraged. I would never have gone to the school had I know that I could not continue on toward my Master's degree; regrettably in hindsight, I trusted what I was told. I have already paid ECPI $50,000 ($40,000 of that in high-interest loans) and don't feel I owe them a single penny more as I was misled by them. If I am unable to continue my education based on this degree, I have basically wasted $50,000 and 2 years of my life which I will never get back - all for a supposed college degree that is worthless to me and not accepted by any other legitimate university.

They have not listened to me. Will you please help me? My higher education dreams have been crushed, and it looks like I can go no further with my education, which is very depressing. I am desperate and don't know who else to turn to for assistance.

Sincere regards,

From: Redacted by HELP Committee
Sent: Monday, November 17, 2008 10:32 AM
To: .Redacted by HELP Committee
Subject: RE: Ecpl Laon Help [redacted]

Very good information! I'll print this out.

Redacted by HELP Committee
Student Loan Advisor
ECPI, ATI, MCI, Culinary Institute
Redacted by HELP Committee

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 2:05 PM
To: Redacted by HELP Committee
Subject: RE: EcpI Laon Help [redacted]

Beginning with 2009 the 3 yr default range phase in starts. This will certainly cause an increase in the default rates, not to mention what effect the state of our economy will have on rates. There are benefits to low rates overall school reputation, 3 consecutive yrs rates below 10% qualifies school for exemption in loan disbursements and then there's the negative side. If school has 2 yr consecutive 25% or greater rates there are sanctions requiring default prevention plan as well as lender relationship with school (of which I don't know details without research). Once the 3 yr phase in reached the lower rate of 15% qualified school for exemption and threshold of 30% for sanctions will begin. This is causing restructure from admissions through default management departments.

Our counseling efforts regarding alternate repayment are limited to something like 'servicers offer alternate repayment plans to reduce monthly payments, contact (servicer) for details. How's that!!

Definitely starting with 2009 accounts when talking with borrowers (and this is a judgment from your feel of the conversation whether student is receptive of your call) counseling to include something like - There are several options to postpone payments as well as alternate repayment plans offered by servicer. We want to determine (when possible) student's situation, working or unemployed followed by determining if student qualifies for either. If you need me to give you details of qualification just let me know I'll be glad to do so. Towards end of conversation of discussing forbearance I let student know interest continues to accrue on account during the forbearance period. The advantage to using forbearance option is the payments are temporarily postponed and account no longer delinquent. Those students you get that don't want to talk just do what you can to get the form to them. Now is a good time to update the memo used with mailings. I'll email you the one I use after updating to include alternate repayment plans.

You may notice my comments in db are a bit detailed to attempt to cover all aspects of my 'counseling' attempts. Just for the concern Redac has about us focusing on forbearance. My comments often would show we're not only focusing on forbearance.

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 2:08 PM
To: Redacted by HELP Committee
Subject: RE: EcpI Laon Help [redacted]

What kind of a huge impact? I take it badly.
I hope we do get better or more references. Its amazing to me that they put the minister from childhood, their family MD who only sees them when they have a cold, etc. etc.
I have made the changes to my email, but I will probably be calling you when I hear from students who want to reduce their payments. I'm not sure how to counsel them on that.
Also, I was wondering - when I talk to a student about a forbearance, should I be explaining in detail as well that their interest will be accrueing? It's a tough situation we are in, because once I get a student on the phone they don't really want to talk. They appear to have a chip on their shoulder. Once I mention postpone they pick up their tone a bit. So I do make my phone calls short and to the point and get them off the phone quickly.

Redacted by HELP Committee
Student Loan Advisor
ECPI, ATI, MCI, Culinary Institute
Redacted by HELP Committee

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 12:51 PM
To: Redacted by HELP Committee
Subject: RE: EcpI Laon Help

Hey, good for you getting his attention. The 3 yr cohort period has Redacted by making changes. This could have a huge impact on the college. I mentioned the reference issue to RedacFriday, glad to see immediate action taken. We'll see how many are actually loaded to Cvue.

Make the slight change to your emails sent. thanks

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 1:41 PM
To: Redacted by HELP Committee
Subject: RE: EcpI Laon Help

Good for you, Reda . We seem to have Jeff's ear today. Anything else we should bring up? Ha.

Redacted by HELP Committee
Student Loan Advisor
ECPI, ATI, MCI, Culinary Institute
Redacted by HELP Committee

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 12:39 PM
To: Arthur, Jeff; Redacted by HELP Committee
Subject: RE: EcpI Laon Help

I've noticed some servicers limit the verbal forbearance request to 6 months, hardcopy approved for 12 months unless borrower specifics shorten period. Edfinancial will not accept forbearance request if account exceeds 270 days delinquent.

My response to negative spin is debt increases and increases also if loan isn't placed in forbearance/deferment and defaults resulting in accrued interest and collection costs.

Will modify messages as suggested.

-----Original Message-----
From: Arthur, Jeff
Sent: Wednesday, November 12, 2008 12:39 PM
To: Redacted by HELP Committee
Subject: RE: EcpI Laon Help [redacted]

This is great!

Are you seeing any reluctance to work with students on forbearances by lenders?
Will they still be as feasible for a student who needs it for another year when the formula changes?

Concerns: We could have some criticism coming (already have actually, but hasn't resulted in any kind of policy or regulatory response) regarding schools postponing defaults until the cohort is up. A legislative assistance group recently put a negative spin on this practice saying that debt is just increasing and increasing through the use of forbearance. Of course we know that it is a far more desirable result than a default! One action we will take to address comments that all we care about is the cohort, is by expanding our efforts before delinquency and beyond the cohort in order to demonstrate that we have concern in general, not just for the cohort.

The other concern: I think we need to modify our message to students slightly. The first message to this former student appears to focus entirely on forbearance. We do know that it is the only successful answer most of the time, but we should modify the message something like:

Please give me a call or reply to this email as soon as possible. I would like to help you with options that include postponing payments, reducing payments through different plans, etc....

Basically everything you said, but let it show some options that include paying something in addition to forbearing payments.

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 10:57 AM
To: Redacted by HELP Committee
Cc: Arthur, Jeff
Subject: RE: EcpI Laon Help [redacted]

Are we good or are we good!!!

Redacted by HELP Committee
Student Loan Advisor
ECPI, ATI, MCI, Culinary Institute
Redacted by HELP Committee

-----Original Message-----
From: Redacted by HELP Committee
Sent: Wednesday, November 12, 2008 9:43 AM
To: Redacted by HELP Committee
Subject: RE: EcpI Laon Help [redacted]

Wow, this will be #10 frb/dfr submitted this week and I'm waiting on a fax right now. Also, there are a few that have called servicer to request frb due to our calls.

-----Original Message-----

From: Arthur, Jeff
Sent: Thursday, November 15, 2007 3:24 PM
To: Redacted by HELP Committee
Subject: RE: Grijalva Amendment Yesterday
Follow Up Flag: Follow up
Flag Status: Red
Categories: Redacted by HELP Committee

Could be...we may want to outsource the 'life of loan' side whereby we give someone else responsibility for working our loans beyond the cohort period. I guess that rate would be dealing with every single loan we've ever made!!! Pretty hard to fathom.

From: Redacted by HELP Committee
Sent: Thursday, November 15, 2007 2:54 PM
To: Arthur, Jeff
Subject: RE: Grijalva Amendment Yesterday

Wow... It will be interesting to learn more about changes to formula. DM dept operations would definitely need revision. It may be the time to take a look at services offered by outside firms.

From: Arthur, Jeff
Sent: Thursday, November 15, 2007 2:15 PM
To: Redacted by HELP Committee
Subject: FW: Grijalva Amendment Yesterday

Brace yourself. This is all I know right now, that the House Education Committee has put an amendment on the reauthorization of the higher education act to change the formula for the cohort period, and measure life of loan default rates. This would certainly make our job more challenging and certainly your dept would need to be expanded to deal with it. This has to go to the House floor for vote (which it will very likely pass), and then reconcile with the Senate bill whenever they get that introduced. We are probably talking about effective dates of july 1 2009, but hard to say right now. It could end up impacting this fiscal year's students that are going into repayment now.

Sorry to make your day!

From: Arthur, Jeff
Sent: Thursday, November 15, 2007 2:12 PM
To: Redacted by HELP Committee
Subject: RE: Grijalva Amendment Yesterday

I was thinking of Redacte when I saw this knowing she would have a good idea of what this data would look like and immediately know the threat this could pose. Albeit, it does mean there would be even more spent by career colleges in managing default rates, creating more opportunities for firms that provide these services, but I suspect this would make it very hard for them to be as successful as they have been.

This a difficult one to argue against as well. As policymakers you would think it makes sense to have this data.

From: Redacted by HELP Committee

ECPI Colleges, Inc.
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Sent: Thursday, November 15, 2007 12:12 PM
To: Arthur, Jeff
Subject: RE: Grijalva Amendment Yesterday

Jeff,

When this amendment was introduced last night, we immediately recognized the danger it poses for the sector. Your analysis is on target. Redacted by has begun compiling some data on this and we have made this a priority. I will be in touch with you as we devise a strategy to address this. We are trying to get intel on when this bill will go to the House floor.

Thank you.

Redacted by HELP Committee
Vice President, Government Relations
Career College Association
Redacted by HELP Committee

From: Arthur, Jeff Redacted by HELP
Sent: Thursday, November 15, 2007 11:21 AM
To: Redacted by HELP Committee
Subject: Grijalva Amendment Yesterday

Reda **, this is potentially a very serious issue for our sector. Note the Grijalva amendment that was accepted to change the default formula and disclose life of loan default rates: This amendment passed and could have significant impact and increased scrutiny for our sector. They can really target our schools with this information! Career colleges have worked hard to manage their default rates for the cohort period, which has been a considerable job and expense, but beyond that period, we know there is a big drop off for most. We work harder than other sectors in that cohort period, so the gap must be much wider when you go beyond the current cohort period. The risky demographics and cost of our private institutions will be overlooked when they talk about our default rates being 2-3x the national rate, which I would guess would be the case if you look at life of loan, or even extend the cohort period a year or more.**
Jeff

Grijalva (D-AZ) offered two amendments together. One would lengthen the two-year period used to measure Cohort Default Rates and provide life of loan default rates. The second amendment would require lenders and the Department of Education to provide students with financial literacy education. The amendments were adopted by a voice vote

From: Arthur, Jeff
Sent: Thursday, July 15, 2010 11:00 AM
To: Redacted by HELP Committee
Cc:
Subject: RE: FY09 rates

So I think we are good using 4900 for our denominator.

From: Redacted by HELP Committee
Sent: Wednesday, July 14, 2010 2:03 PM
To: Arthur, Jeff
Cc: Redacted by HELP Committee
Subject: RE: FY09 rates

Yes, looking at 010198 NSLDS, Org, Repayment Information:

The following information reflects the current repayment status of certain borrowers in FFEL and Direct loan programs who attended a school during a specific period. This information has no relationship to the calculation of draft or official cohort default rates for a school and will not be used in that process. This data is provided solely for informational purposes and may not be used in any administrative procedure. The information reported is based on information provided by the Guaranty Agency that guaranteed the loan or by the Direct loan Servicer.

Top of Form 1

Bottom of Form 1

	Numerator Date Range	Denominator Date Range	FFEL Num	FFEL Denom	%	DL Num	DL Denom	%	Dual Num	Dual Denom	%	Date Processed
1	06/2008-05/2010	06/2008-05/2009	448	4878	9.1	0	0	0.0	0	0	0.0	07/01/2010
2	05/2008-04/2010	05/2008-04/2009	466	4920	9.4	0	0	0.0	0	0	0.0	06/01/2010
3	04/2008-03/2010	04/2008-03/2009	508	4978	10.2	0	0	0.0	0	0	0.0	05/01/2010
4	03/2008-02/2010	03/2008-02/2009	524	4924	10.6	0	0	0.0	0	0	0.0	04/01/2010
5	02/2008-01/2010	02/2008-01/2009	508	4703	10.8	0	0	0.0	0	0	0.0	02/28/2010
6	01/2008-12/2009	01/2008-12/2008	505	4770	10.5	0	0	0.0	0	0	0.0	01/31/2010
7	12/2007-11/2009	12/2007-11/2008	485	4712	10.2	0	0	0.0	0	0	0.0	01/01/2010
8	11/2007-10/2009	11/2007-10/2008	467	4626	10.0	0	0	0.0	0	0	0.0	12/01/2009

As of now we're NOT actively working 2009 'not critical' to 2 yr cohort range. Many 'not critical' are repeat delinquent borrowers previously in frb/dfr. When we are actively working in the new LDM database we will have more manpower time to actively work those accounts. If we can reach the repeat delinquent borrowers to 'again' postpone payments the percentage of defaulters in 3rd yr will taper off as you said. Are those borrowers inclined to begin making payments, many will not due to economy, unemployment, and other circumstances. Thus, the volume of defaulters in 3rd year may be higher.

Reda and I talked briefly about estimate of late stage delinquencies cured through frb/dfr and some by consolidation. I agree with Red its possibly 90%, definitely a high percentage.

ECPI Colleges, Inc.
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Education America, Inc.			
SCHOOL	**DOCUMENT NUMBER**	**BATES NUMBER**	**NUMBER OF PAGES**
EdAm/Remington	Document 1	5-000001	11
EdAm/Remington	Document 2	5-000013	4
EdAm/Remington	Document 3	5-000021	4
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EdAm/Remington	Document 5	5-000058	7
EdAm/Remington	Document 6	5-000103	4
EdAm/Remington	Document 7	5-000107	7
EdAm/Remington	Document 8	5-000132	7
EdAm/Remington	Document 9	5-000147	4
EdAm/Remington	Document 10	5-000168	2
EdAm/Remington	Document 12	5-000263	8
EdAm/Remington	Document 13	5-000298	4
EdAm/Remington	Document 14	5-000312	4
EdAm/Remington	Document 15	5-000332	10
EdAm/Remington	Document 16	5-000343	10
EdAm/Remington	Document 17	11-000014	3
EdAm/Remington	Document 18	11-000018	3
EdAm/Remington	Document 19	11-000085	3
EdAm/Remington	Document 22	22-000144	1
EdAm/Remington	Document 20	29-000001	12

Remington College September 2005- August 2007

Criminal Justice 2 year degree Program

- Survey of Correctional Systems- [redacted] Instructor (gone) This class was challenging, informative, instructor had book completely outlined and conducted tests every two chapters. Final test consisted of questions from entire book. Each student was to do a final presentation on related subject of choice orally to entire class. This class was fun, but required studying and everything on test were covered in class so everyone had a fair chance at a good grade. We all enjoyed instructor and most of us did quite well.

- Speech- [redacted] Instructor (gone) First of the general education classes. This was a class of getting to know fellow students and learning to speak in front of everyone, which made most of us nervous. We were to do a total of 4 speeches plus the first day was a pair-up speech to do with a friend. Class was fun and really broke the ice for most of us to do public speaking Instructor did a great job. Many students dropped out and by the end of the 12 weeks there were only a few of us left

- Survey of College Mathematics I - [redacted] Instructor (gone) Typical college math class. [redacted] did a good job getting the assignments across to those who had trouble in this type of math Homework was assigned and was easily completed. Great refresher for those of us out of school a long time.

- Packaged Applications- [redacted] Instructor. (gone) This class consisted of basic computer skills including word, excel, power point. [redacted] had personal problems that greatly affected his ability to teach. We learned minimal from his actual teaching time. most of us learned to do assignments from the book as it had work projects in it that were to be turned in. Tests were very difficult and hard to understand, vague and little value for the future, for a beginner We did not have access to the laptop that each student receives as a student at the college, so many of us could not practice at home. This was not a beginner class for a person with no computer skills. Team project was assigned with teams pulled from a hat. Many people do not work well in this situation, subject was controversial for many students and the team that was voted best did not have to take the final. The teams had a few that actually worked on the project and others did absolutely nothing and still skipped final. School teachers were to decide best presentation. We spent one day watching this instructor as he appeared on Dr. Phil with is family. Many of us frustrated at this class. everyone seemed to pass whether they did work or not. Many students left the school after this quarter.

- Substantive Criminal Law- [redacted] Instructor This class is my first experience with Springston, we all heard the rumors of his teaching style. This class had many students that would be graduating after the semester; he favored his senior students even carried on personal conversations in front of the class with them. Teaching was minimal, tests were open book, but difficult as he made them up and was looking at any angle to trip you up. While I find this ok, his answers could be either of two, but he refused to argue. Seems everyone passed. I had a fellow student show me her blackboard where he gave her A's for assignments she never turned in. I had a hard time working for my grades and watcher her pass for doing nothing. He liked certain girls and would be very flirty, he would frequently talk about being in favor of prostitution, strip clubs and

5-000002

subjects many of us found out of line including his 'fighting days' and his gun collection. He always seemed to be in the middle of controversy, offensive to most of us and like the power trip attitude he carried. I kept quiet, read the book and did my best to just get thru it

- Survey of Mathematics II [redacted] Instructor This is continuation of Math I. Good class, she did teach using the chalkboard and several samples until everyone got it, as many hate the math area. We all got by.

- Critical Thinking-[redacted] Instructor (gone) Another boring general education class we all dragged through. [redacted] was a good instructor and kept class neat and organized with in- class assignments plus homework. I only had a hard time when we were forced to learn about Black history as he related his class to famous African Americans every chance he got. We watched a lot of movies unrelated to the class like 'coach' and 'Ray', both movies on black men and their life story. Others felt the same way but kept complaints to the outdoor smoking section

- English Communications I- [redacted] Instructor- General Education class we started out watching cartoon from Saturday morning TV. OK class, boring same old repetitive things. We all get by.

- Criminal Investigation and Evidence Processing- [redacted] Instructor Was Thankful to see [redacted] and get back to real schooling, good teaching and challenging tests. At start of the week, I could see a change in [redacted], he changed his teaching style dramatically and was just trying to keep everyone happy. He again outlined the book, covered the entire book as most teachers to not and went out of his way to get everyone through with least amount of complaints, he changed to open book testing and was much easier on exams. When I asked him what happened to the old [redacted] teaching us with an iron-but fair- fist, he said that his class the last semester was a class from hell, they were difficult and whined all the time he was too hard, he was told by admin to ease up and get the kids by. It is my opinion that all these kids were used to [redacted] teaching style which was if you did not do well, he gave a million chanced to those who struggled to pass, where [redacted] was old style teaching but still got you by. [redacted] stood before the class and went thru the book every day, the entire class, these students were not used to that as [redacted] stood or sat and taught to the entire class as most 45 minutes to an hour, most of the time less. Kids were used to having their own free time in [redacted] classes. [redacted] was not renewed after this due to the student complaints, which was sad since he was truly a good instructor that incoming students would have benefited from. I just think that the ones used to one style of simple classes could not go to more difficult instruction, where I started that way and thought that is how it should be.

- Principals of Success- [redacted] Instructor [redacted] did his usual style of teaching, using the book and throwing in those usual Black History sections that had nothing to do with what we were learning. Ok class, minimal effort.

- Law Enforcement Operations [redacted] Instructor Another [redacted] class that I just want to get through. We did a little more hands on projects this semester, with an ongoing study of crime and policing in Washington DC and how we would handle difficult situations. This is also a team project, class is small so only two to a team, my partner never came to class or did a single bit of work on the project and I explained that I would be doing my own work if she is here, she is,, but I would not rely on her for anything. She was there for presentation to him 2 out of the five weeks, she did zero research and still got an A as I. I expressed my disappointment to him and got the answer that I should

5-000003

choose my partner more carefully next time. This was one of his better classes for me, there was controversy with other students in the class over fairness, and I chose to stay out of the personal argument.

- English Communications II - [redacted] Instructor. This is a class that I had one on one, many students have dropped out of the school so those that started with me were gone or behind. [redacted] was a fun teacher; this is his first semester so he was getting to know the school as we got to know him. He is fair, hands on type, actually talked most of the time allotted, with homework assignments in writing using subject from book. He definitely is breath of fresh air to the college but not sure from what he said is his previous job that he is qualified to teach. Good experience for me.

- Human Relations [redacted] Instructor. This was a much larger class, several new students and many starting out with this new instructor. Interesting class discussions and hands on, group talks. We got along well new teacher, new students mixing with us that have been there. Many kids looking to get by however they can, young kids that needed extra help and even resorting to cheat on his tests. One note card allowed for notes, kids quickly learned to keep several in their pocket and switch them out, criminal justice students in first quarter. Going to be a long 2 years for them!

- Liability and Ethics for CJ professional- [redacted] Instructor (gone) [redacted] is a retired Cleveland police officer, not sure where that makes him a qualified instructor. This is complicated class, starting on book for Liability then the ethics. Long class, minimal learning, he did stand and teach at the board but did get off the subject as kids got bored and asked questions not related to the class at all. We were required to find newspaper articles on the subject and read them in class, this was one way to pass as his tests were out of the book, very long with not enough time to complete and most of us failed or passed with D grades. He was approached by Admin to ease up; complaints about him were rampant since students felt he was too hard and messing up their GPA. Vague books that taught very little waste of time since we got nothing out of these subjects

- Career Development -[redacted] Instructor- [redacted] was told to toss this little subject between all the other stuff, he had no idea what to do, just told us to make sure we had a mission statement, use example in the book and have updated resume using example in book, we learned nothing. I refuse to believe I have to pay for this as a class since it was just thrown in. He did not teach a single thing; I had a Federal Resume already on online and got nothing out of this as did everyone else.

- Survey of Criminal Justice Systems [redacted] Instructor. Another class of my major that was a disappointment, we did just a few chapters in the book, a presentation of local police department in a major city of choice, some of us took the project serious, most did not do it or present anything, still passed the class with no effort. How can you move on to a job getting pushed thru the Remington College way of no effort, here's your diploma. At this point I would have dropped out and found a school to where I would be getting a real education not this wishy washy joke as everyone put it. No one complains to President, they just want to get done and out. Repetitive and nothing learned.

- Communications- [redacted] Instructor. Dreading this instructor again, just want to get through, we now have 4 people in the class and 2 show up just enough to pass the class. Great project as a group, orally try to learn hostage communication. Learn to write a police report and a ton of busy reports on subjects in the news. He grades very tough on this simple class and spends most of our class time thanking God that the last class has left and graduated, they were a thorn in his side. He tells of personal issues that students have confided in him, he constantly talks about problems going on with students that have made complaints against him. Most of this I do not want to be involved in and try to not be in the room alone with him. If you are caught alone, he goes on and on justifying how he handles people and just loves his power trip. I personally felt I was getting dumped on and very uncomfortable with his statements about others. Over all the class was ok, but he teaches minimal for a 2 hour stretch, we did a lot of internet trivia hunts and class time to do work. As for what I learned?? Not much. Qualified teacher on this subject??! 5-000004

- Criminology and Victimology- [redacted] Instructor Two useless books and an Instructor that doesn't seem to be very knowledgeable on the subjects. He reads the books himself then tries to pass this along. He tells the class that the books are useless and poorly written and cannot really teach what he doesn't understand himself. Let's just wing it and get through the semester. We did an oral project, nothing else. Tests were mostly oral to everyone, whoever wanted to answer; I have no idea where we got our grades from. Nothing against [redacted] he was a very nice person but by no means able to teach these subjects, most of us will agree we got nothing out of this, again. More money wasted.

- Constitutional Law- [redacted] Instructor This is my final class with this man, we have a total of 4 students and I am in class myself most of the time. This class was mostly learning the constitution on landmark cases; the book was very interesting for a change. Again Minimal teaching in class, we did most learning on our own. His tests are vague, confusing and he loves seeing us sweat it out. If we got anything out of his trick questions this would be acceptable, but questions are always trivial details that mean little to the class and what we are trying to accomplish. When approaching him, he feels he is doing a good job, laughs and could care less how we feel on his teaching style. Power trip again. We just gulp and go, hoping to get out alive. He continues to feel the need to dump on me his feelings of other students and why he hates them. He is furious that he cannot attend the graduation party of a fellow female student he was fond of because it would break rules and someone would tell on him. His personal opinions are annoying and embarrassing most times. I feel bad for the female student that's now gone but still the subject of his anger, and 'things' he found she was doing for grades and money. Those accusations are harsh, damaging and getting back to this girl through another student. This student had contacted me about comments and wants written statements for her lawyer. As for the class in general, could have been a fun learning experience with cases that we all know and have heard of, he chose to minimize it, leaving us with little gain.

- Forensics -- [redacted] Instructor - [redacted] is a new instructor, he explains to me that he is a Federal Probation Officer and doing this part time for some extra' dough.' While he is a nice gentleman, he has minimal knowledge of the subject and plans to do complete book study. When I signed up for CJ here, I was told we would be getting a hands on kit for this class and learning fingerprinting and footprint study, among all the other physical work that relate to this science of crime fighting. We had the class in the court room and my Constitutional law class was in the forensic room. Why no one knows, but it never gets changed. [redacted] gets easily distracted and off the subject and caught up in gossip of the school. He really is interested in what is going on and why this is such a poorly run school, who is responsible and why did I stay. This class was a complete wash; nothing gained again, no crime scene investigation, no fingerprinting, no study of footprints, blood spatters, nothing. Very disappointing, too late to quit now. [redacted] had set up a field trip for all CJ students to meet with a Juvenile court judge and to tour the facility where the kids are kept and learn what happens there. We are to

5-000005

meet in the lobby and will go to the court room together [redacted] has his evening classes invited as well instead of coming to class that night. We all fill the room and the Judge begins to speak. [redacted] shows up twenty minutes late in the company of three students, he just crosses the room with the other's behind, a look of horror on the face of this female judge. The disrespect was enough that a few of us who know better thought of leaving due to the embarrassing situation. His students came to this event dressed in super short shorts, flip flop shoes, revealing shirts and tattoos hanging out everywhere. A few of us know that court is court; you show up on time and dress properly. When we told him how embarrassing it was to be in this crowd representing the school, he became very defensive and told his students that a few girls were going to tell on them that they were improperly dressed and unmannered at the court. After over hearing his conversation with the class I took my concern to my recruiter and [redacted], whatever her title is. He loves seeing the girls like this and defended them even saying that they were told how to dress and behave. Hardly the case and they should have been rejected at the door. He wasn't on time himself to over see this. As this trip really had nothing to do with my study in forensics, I still hoped to gain a learning experience to take with me when I am graduated. I learned that you never disrespect a female judge, be aware of what you look like before you leave your home and dress appropriately for the situation because you never know who may be judging you. (The judge laughed when someone asked how to get a job there) Another class with nothing gained. Luckily the book was readable and interesting.

- Security Management-[redacted] Instructor- Finally at my last class, [redacted] repeatedly told me I should have been done but due to a few students getting special treatment and a few others that constantly complained and got away with things, I was held up and missed the August graduation. I was under the impression from original papers signed, that I started in September of 2005 and would be finished in June of 2007. Give or take a little is ok, but this put me through August of 2007, a bit longer than expected. Still not a problem until the issues that I was messed up in schedule due to special classes by others that bumped me later. Very disturbing. For the third time I am in a class doing one on one with a teacher. Security management book was slow and boring so [redacted] chose not to do much from there. I showed him how to look up things on the laptop and we did computer work most of the six weeks. He really had no knowledge of this area and was at a loss what to teach. Again, he is a great person but not qualified to instruct this class. What can I possibly gain if he has no clue?

Over view of the two years

My two years at Remington college started out to be an ok experience. I did know that this school has a poor reputation but hoped I could get my criminal justice degree and be done with hopes of finding a promising career. Things fell apart very quickly and students were dropping like flies as they progressed. Many students were aware this degree holds little value and decided to go elsewhere for the money we were being charged. The staff at the school is also minimum help, with [redacted] very short with the temper, most of the time unpleasant. [redacted] as chair would stand outside and smoke with us like a kid. [redacted] was rarely seen. Financial aid was great at getting you to sign this and that, but never explaining what was really going on, with one person being let go abruptly, no one knows why except papers were mishandled. Our new IT person chewed me out on the last day of my classes because I called him on a lie he told. The overall experience is a shame with the only hope being [redacted] and her aid, [redacted] that have done a great job keeping me updated on potential jobs. I understand that when you sign a contract you are responsible for what you agree to, but I feel that I was shorted on the education and experiences promised. This school turned out to be a lazy, 'push em thru' waste of money. The instructors were changing quarterly and nothing was ever in sync. Staff changed often also and it was hard to find help when needed. I had the unpleasant experience of seeing [redacted] at my job where she decided to question me about the disagreement on my schedule that held me longer than I was told. This was not the time and place for her to get on my case and interrupt my work. I have been finished since August 30th of this year and I have financial aid questions, why charges were occurring, no graduation date even though I have the certificate. I believe this school needs to be looked at as long as it is getting Federal funds and being considered an accredited school. Whatever the student, we still deserve to be treated with dignity, not like street rats that feed their bank account. I plan to forward this letter to others.

[redacted]

5-000007

October 26, 2009

BY U.S. CERTIFIED MAIL WITH
RETURN RECEIPT REQUESTED

[redacted]

Re: *Settlement and Release Agreement*
[redacted] *and Remington College – BCL, Inc. d/b/a Remington College – Cleveland West Campus*

Dear [redacted]

Pursuant to paragraph 1(c) of the Settlement and Release Agreement ("Agreement") entered into between you and Remington College – BCL, Inc. d/b/a Remington College – Cleveland West Campus ("Remington College") on October 17, 2008, enclosed please find a check in the amount of [redacted] as full and final payment of Remington College's obligations under the terms of the Agreement.

If you should have any questions, or if I can otherwise be of any further assistance in this matter, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Sincerely,

Redacted by HELP Committee

Senior Associate General Counsel

DCN/jas
Enclosure

120 International Parkway, Suite 220
Heathrow, FL 32746

5-000008

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between Remington College – BCL, Inc. d/b/a Remington College – Cleveland West Campus (the "Company") and [redacted] ("Student"), (collectively, the "Parties").

Recitals

WHEREAS, Student was enrolled in the Company's Criminal Justice Program;

WHEREAS, a dispute has arisen between Student and the Company regarding the educational services provided to Student during her enrollment in the Company's Criminal Justice Program;

WHEREAS, the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. Subject to Student's compliance with the terms and conditions of this Agreement, the Company agrees to:

(a) Issue a check to Student in the amount of [redacted] within ten (10) business days of Company's receipt of this Agreement fully executed by Student;

(b) Pay directly to Student's Title IV unsubsidized lender the equivalent of [redacted] monthly payments at [redacted] per payment totaling [redacted] for loans used to pay Student's tuition in the Company's Criminal Justice Program;

(c) Issue a check payable to Student in the amount of [redacted] within ten (10) business days after the one-year anniversary date of Student's the Company's receipt of this Agreement fully executed by Student; and

(e) Company shall not pursue collection of [redacted] of outstanding tuition and/or fees [redacted] to Student's enrollment in the Company's Criminal Justice Program.

Student understands and agrees that she will be solely responsible, and indemnify and hold the Company harmless, for and from any and all tax obligations/liabilities associated with the consideration set forth above in this Paragraph 1.

2. Release of Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers, employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below) and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the "Released Parties") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to Student's enrollment in the Company's Criminal Justice Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, or (d) any violation of or failure to comply with any public policy connected in any way with Student's affiliation with the Company, the Company's Criminal Justice Program or any of the Affiliated Companies.

The term "Affiliated Companies" means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

3. No Other Claims. Student represents and warrants that she has no disputes against the Company or any of the Affiliated Companies, aside from the dispute referenced above in this Agreement. Additionally, Student represents and warrants that she has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies or any court, judicial body or other entity relative to any disputes she may have or have had with the Company, any of the Affiliated Companies or relative to her enrollment in the Company's Criminal Justice Program.

4. Confidentiality. Student acknowledges and understands that the terms of this Agreement and Student's settlement with the Company are strictly confidential, and Student warrants and represents that neither she nor her agents will reveal to any person or entity (except for Student's attorney, tax consultant or immediate family members, subject to their agreement to keep the terms of this Agreement and/or Student's settlement with the Company confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant or immediate family members will constitute a breach by Student as if Student had committed the breach.

5. Non-Disparagement. Student warrants and represents that she will not, directly or indirectly, herself or through any other person or entity, make any negative or disparaging remarks to any

person or entity about the Company, any of the Affiliated Companies, or the Company's Criminal Justice Program

6. Non-Solicitation. Student agrees not to, directly or indirectly, herself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any current or former student of the Company or any of the Affiliated Companies: (a) to drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Company's Criminal Justice Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies or any other entity against the Company or any of the Affiliated Companies; or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

7. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligation to pay any amounts owing to Student pursuant to Paragraph 1 of this Agreement shall immediately cease, and Student shall immediately be obligated to pay the Company an amount equal to any monies paid to Student or paid to others on Student's behalf (e.g. Lenders). Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction prohibiting any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

8. Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 7, Student and the Company agree that any and all claims, disputes, or controversies, whether in contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

9. Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supersedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to Student's enrollment in the Company's Criminal Justice Program.

5-000011

Settlement and Release Agreement
Remington College – Cleveland West Campus/[redacted]
Page 4 of 4

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Ohio. The Company and Student agree that the venue for all arbitrations shall be in Cleveland, OH, unless otherwise mutually agreed upon in writing by the Parties.

Executed and entered into this 17 day of October, 2008.

Student

[redacted]

SSN: [redacted]

DOB: [redacted]

State of Ohio)

County of Cuyahoga)

I, the undersigned Notary Public, certify that this Settlement and Release Agreement was executed before me by [redacted], known to me personally (or) who produced the following as verification of her identity: Type: OHIO DRIVERS LICENSE; Number [redacted].

Redacted by HELP Committee

Company

Jack Forrest, President & CEO

009/08

5-000013

Better Business Bureau of Southern Colorado

COMPLAINT ACTIVITY REPORT Case # 37016462

Consumer Info: [redacted]

Business Info: Remington College - Colo Spgs Campus
6050 Erin Park Dr
Colorado Springs, CO 80918-3488

Consumer's Original Complaint :
i was never helped to find employment and now have no experience and cant find a medical assistant job that will except me. I don't believe Ii should have to pay student loans i am in debt and it is because of remington they ruinned my life and my credit. i can't afford to pay them i honestly feel remington should foot the bill, they set me up for failure!

Consumer's Desired Resolution:
I want my student loans to get paid in full, I have suffered for 4 years with being unable to use the knowledge of a medical assistant that i carry because remington didnt stay true to there word and their contract to help me find employment after graduation.

BBB Processing

04/23/2010	**web**	**BBB**	Case Received by BBB
04/23/2010	**par**	**BBB**	Case Reviewed by BBB - Member
04/23/2010	**Otto**	**MAIL**	Send Acknowledgement to Consumer
04/23/2010	**Otto**	**BBB**	Notify Business of Dispute - Member

5-000014

May 17, 2010

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION

[redacted], Business Service Analyst
Better Business Bureau of Southern Colorado
25 N Wahsatch Avenue, Suite 100
Colorado Springs, Colorado 80918-3488

Re: Response to Complaint filed by [redacted] against Remington College – Colorado Springs Campus ([redacted])

Dear [redacted]:

Please accept this statement and attached exhibits on behalf of Remington College – Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus (the "Colorado Springs Campus") for consideration in your review of the above-referenced complaint filed by [redacted] ("Complainant").[1] While the complaint was filed against the Colorado Springs Campus, Complainant is actually a graduate of Remington College – Denver Campus, Inc d/b/a Remington College – Denver Campus (the "Denver Campus"), which ceased operations in or around April of 2007. As such, the Colorado Springs Campus objects to this complaint and contends that it is not a proper party to this complaint. Notwithstanding and without waiving this objection, the Colorado Springs Campus provides the following statement, demonstrating that Complainant's allegations are otherwise without merit.

Here, Complainant, a graduate of the Medical Assisting Program, alleges that the she was not provided assistance in securing employment after graduation. After investigating these allegations, the Colorado Springs Campus has concluded that Complainant's allegations are

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[1] Please note that this statement and enclosed materials include confidential information not to be disclosed without the written approval of the Colorado Springs Campus. In addition, the statement is based upon the investigation of the facts and information reviewed thus far. This statement and enclosed materials are submitted for the purpose of aiding the Bureau in its investigation and efforts to conclude this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of the Colorado Springs Campus' legal position and is not intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement and enclosed materials, the Colorado Springs Campus in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, the Colorado Springs Campus does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

unfounded, and upon review of this position statement, is confident you will reach the same conclusion.

By way of background, Remington College is a common name used by all campuses of a group of affiliated companies of privately-owned post-secondary educational institutions. Remington College, and its predecessor companies, have operated privately-owned colleges since 1985. Remington College offers both degree and non-degree (diploma) programs of study intended to provide students with the education and training needed to help prepare them for entry-level positions in a variety of career fields including, but not limited to, business, computers/information technology, criminal justice, and health sciences/allied health.

Remington College provides students with hands-on, career-focused training, and as an ancillary service, Remington College offers job placement assistance to its students/graduates. Despite providing this ancillary service, Remington College makes it very clear to prospective students from the outset that employment after graduation is not guaranteed. To the contrary, Remington College provides numerous notices to prospective students to make them aware prior to enrollment that employment is not guaranteed after graduation. More specifically, prior to enrolling at the Denver Campus in September of 2005 and re-enrolling in September of 2006, Complainant signed a "Program Application and Enrollment Agreement," which clearly states the following:

> The School provides employment assistance upon graduation without additional charge. The Applicant is advised this is not given as an inducement to enroll and no guarantee or representation of employment is made or implied.

(*See* Program Application and Enrollment Agreements, attached hereto as Exhibits A-B). In addition to the Program Application and Enrollment Agreements, in October of 2005, Complainant signed an "Acceptance Interview Form," acknowledging that she understood that "graduation is not a guarantee of job placement." (*See* Acceptance Interview Form, attached hereto as Exhibit C).

Complainant graduated on or about November 1, 2006. Since that time, Complainant has been provided with the following job placement assistance: (1) advice on updating her resume; (2) notified Complainant of numerous job leads and/or interview opportunities; (3) distributed her resume to potential employers and/or instructed Complainant as to where to find potential job opportunities/network with employers; and (4) offered refresher courses to Complainant to help keep her knowledge/skills current. Complainant failed to take advantage of all of this assistance and/or was otherwise simply unable to secure employment, despite the assistance provided. Furthermore, in or around, September of 2008, Complainant indicated that she was pregnant and was not looking for employment at that time.

Remington College is committed to assisting all of its graduates in finding viable employment related to their field of study; however, Remington College does not guarantee that all graduates will be able to secure employment after graduation. As set forth above,

5-000016

Response to Complaint filed by [redacted] against Remington College - Colorado Springs Campus ([redacted])

Complainant was advised prior to enrolling (and prior to re-enrolling) that employment after graduation was not guaranteed. Furthermore, following her graduation, Complainant was provided with job placement assistance. In light of Complainant's alleged difficulties in finding employment, the Colorado Springs Campus is ready and willing to help Complainant secure viable employment. Consequently, Remington College denies any wrongdoing and respectfully requests that the Bureau dismiss this complaint without further action.

If you should have any questions, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Senior Associate General Counsel

DCN:am
Enclosures

5-000021

December 3, 2008

Dear Accrediting Commission of Career Schools and Colleges of Technology,

This complaint is concerning the Career Services department at the Remington College North Houston Campus. I am VERY dissatisfied with the service they have provided. I STRONGLY feel as though they are not doing the best they can do. It has been *almost* two months since I graduated from the school and I still do not have a Medical Assisting job. The leads they have given me are ones that I can find on my own. I have not received any leads from companies that may have contacted them for employment opportunities. I DO NOT have my own transportation so I have to use the city's public transportation system (Metro) to get to and from home. I have been going to the school for the past two to three months and/or other places on the following dates: October 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, November 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, and December 1, 2, and 3. The other places I have been to and/or have applied at include: the Worksource, Texas Children's Hospital, Methodist Hospital, Michael E. Debakey Veteran's Hospital, Houston Northwest Hospital, Woman's Hospital of Texas, Kelsey Seybold, Novum Pharmaceutical Research, IntraCare Hospital, MD Anderson Cancer Center, Texas Department of Health and Human Services, Harris County Hospital District, Memorial Hermann, Proxy Personnel, Dean's Professional Services, and to numerous jobs on craigslist.org, workintexas.com, monster.com, and indeed.com. I have also been to two job fairs, one through Career Builder and the other through the Employment Guide where I gave my resume to prospective employers. I have also dropped off my resume at various doctor's offices and clinics. I need a Medical Assisting job to better myself and to save up money for a car. I need this position soon because I have to begin loan payments that I got from Remington in March of 2009. A rapid response to this issue will be greatly appreciated.

Sincerely,

[redacted]

5-000022

February 6, 2009

VIA OVERNIGHT DELIVERY

[redacted] Compliance Analyst
Accrediting Commission of Career Schools and Colleges of Technology
2101 Wilson Boulevard, Suite 302
Arlington, Virginia 22201

Re: Response to Complaint filed by Amanda Barnes against Remington College – North Houston Campus (School #M070741)

Dear [redacted]

Please accept this statement and attached exhibits on behalf of Remington College – North Houston Campus ("Remington College") for consideration in your investigation of the above-referenced complaint filed by [redacted] "Complainant").[1]

Complainant alleges that she was "very dissatisfied" with the career placement services provided by Remington College because the student had not obtained gainful employment within two (2) months after graduating from the Medical Assisting Program. After investigating the allegations, Remington College has concluded that Complainant's dissatisfaction is unfounded. Upon review of this position statement, we are confident you will reach the same conclusion.

Here, Complainant enrolled in Remington College's Medical Assisting Program on or about January 14, 2008. At the time of her enrollment, Complainant signed an Application and Enrollment Agreement, which clearly states under the "CAREER SERVICES" heading on page six that "REMINGTON COLLEGE CANNOT AND DOES NOT GUARANTEE EMPLOYMENT BEFORE OR AFTER GRADUATION." (*See* Application and Enrollment Agreement, attached hereto as Exhibit A). Further assurances that employment is not guaranteed

[1] Please note that this statement and enclosed materials include confidential information not to be disclosed without the written approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement and enclosed materials are submitted for the purpose of aiding the Commission in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement and enclosed materials, Remington College in no way waives its right to present new or additional information at a later date for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

590 International Parkway, Suite 290
Heathrow, FL 32746

5-000023

Response to Complaint filed by* [redacted]*gainst Remington College – North Houston Campus (School #M070741)

after graduation is contained later on in the "CAREER SERVICES" section of the Application and Enrollment Agreement in bold on page seven, whereafter Complainant initialed and dated her understanding of this section. (*See* Exhibit A).

In addition to the basic information and disclaimers found in the Application and Enrollment Agreement, prospective students are also referred to the "Career Services" section in the School Catalog, which explains the scope of the services provided and again disclaims that employment after graduation is not guaranteed. (*See* School Catalog, attached hereto as Exhibit B; Career Services information is contained on page 13). More specifically, the Career Services section in the School Catalog specifies that Remington College will assist students in preparing their resumes and completing employment applications; assist students in job-interviewing related skills; and extend invitations to employers to visit the campus and interview graduating students. (*See* Exhibit B).

In this case, Complainant graduated on or about September 26, 2008, and since that time, the Career Service Department at Remington College has: assisted Complainant with the preparation of her resume; provided Complainant with numerous job leads and interview opportunities (some of which Complainant declined to take advantage of due to transportation issues or otherwise); and participated in a mock panel interview with Complainant. Moreover, it is clear from looking at Complainant's complaint itself that Remington College provided a great deal of assistance to Complainant in her job search – 36 days listed for either visiting Remington College for career placement assistance or actively seeking employment, as well as 15-prospective employers she contacted regarding employment opportunities.

It is unfortunate that Complainant has not found viable employment in a related field as she appears to have been a very good student, and I have been told by the Career Services Director that she did well during her mock interview. Nonetheless, Remington College has provided the services specified in the School Catalog and the Application and Enrollment Agreement. As such, Remington College denies any wrongdoing and respectfully requests that the Commission dismiss this complaint without further action.

If you should require any additional information, or if I can otherwise be of any further assistance during the course of your investigation, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

DCN/sde
Enclosures

April 22, 2009

USPS MAIL
CONFIDENTIAL

[redacted]
Director
Remington College-North Houston Campus
11310 Greens Crossing, Suite 300
Houston, Texas 77067

School #M070741

Dear [redacted]

The Accrediting Commission of Career Schools and Colleges of Technology ("ACCSCT" or "the Commission") considered the complaint submitted by [redacted] against Remington College-North Houston Campus ("Remington") located in [redacted]. Upon review of the school's additional information dated April 9, 2009, the Commission determined that the allegations made in the complaint regarding the lack of employment search/career services at the school were not sufficient to continue reviewing the complaint. The documentation submitted by Remington supports the school's efforts regarding assistance provided to students and graduates in their job search efforts.

Overall, Remington has demonstrated, through the submission of records and documentation, that it has followed its policies and procedures to demonstrate compliance with the ACCSCT Standards of Accreditation as described above in this letter. Therefore, the complaint filed by [redacted] against the school is considered closed. No further action is required in regard to the matter.

Should you have any questions, please contact me directly at Redacted by HELP Committee or by email at [redacted]

Sincerely,

[redacted]
Compliance Analyst

Redacted by HELP Committee

2101 Wilson Boulevard, Suite 302
Arlington, VA 22201
Redacted by HELP Committee
www.accsct.org

received
04/27/09

Redacted by HELP Committee

From: [redacted]

Sent: Thursday, November 19, 2009 12:07 PM

Redacted by HELP Committee

To:

Subject: FW: Complaint against Remington College Tampa Campus

Here is a copy of the complaint.

From: [redacted]
To: Redacted by HELP Committee [redacted]
Subject: Complaint against Remington College Tampa Campus
Date: Tue, 10 Nov 2009 21:36:15 +0000

dacted by HELP Committee

I am writing a letter of complaint against Remington College Tampa Campus. The reason for this is because that class I attended at Remington College this past semester did not have a teacher for eight weeks. Instead, what we had was the Director of Education, [redacted], teaching the information that was not relevant to the curriculum and a substitute who taught bits and pieces of the book. This class was on Monday, Tuesdays, and Thursdays from 6:00 p.m. until 11:00 p.m. They would come at 6:00 p.m., sometimes 6:30 p.m. and would leave at 8:30 p.m. because either [redacted] would have to go home or the substitute would have to teach his class that started at that time. At times, [redacted], who also had another class, would come in at 9:00 p.m. to give us work not related to the course. However, most of the time she would just pass by to see if we were in the class and that we hadn't left.

As a class we let this go on for about 4 weeks until we spoke with [redacted] and told him about our concerns and about how unsatisfied we were with the class. We all knew things needed to change. The next time we had class, during Week 5, our original teacher was present and we were finally able to set up the class and lab like it was designed to be. Unfortunately, this didn't last long because the teacher did not show up again. We then went back to the routine of [redacted] teaching us something not on the curriculum and the substitute teaching us pieces of the book until 8:30 p.m. This went on until Week 8, when [redacted] became our teacher until the last week of class. He then had other obligations, so we had a substitute administer our final study guide, which we had no idea how to do. After the way the class ended, I decided to leave Remington College because I felt that I wasn't getting the education that I was paying for. I went and visited [redacted], the Dean, and explained to her the situation about the course. I asked if she could give me a refund and [redacted] plainly stated that Remington College does not and would not give me a refund. I was in the class for the full semester that ended on October 8th, 2009 and I left the school October 11th.

For the past couple of weeks I have been constantly calling and speaking with the staff at Remington College to get my ledger and transcripts so that I can transfer my credits to my new school. On Friday November 6th, the Remington Staff finally gave me my transcript, but still keep avoiding giving me my ledger. The ledger is a breakdown of all of my tuition and financial aid and courses taken while I was there. [redacted] assured me that I would have it Monday November 2nd, 2009 and that never happened. I spoke to her executive assistant, [redacted] on Tuesday November 3rd and she promised me that she would have the ledger ready for me on Friday November 6th. I also explained the situation of wanting a refund from the class to [redacted] who again stated that she would have answers for me on Friday November sixth. I've called [redacted] multiple times and have left her two voicemails since then and she has yet to respond and I have yet to hear anything about the ledger from the Remington Staff. This is why I am seeking your help to resolve this issue.

If any more details are needed please feel free to call me anytime at [redacted]

The people that I have dealt with about this issue are:

[redacted]

Thank you,

[redacted]

Education America, Inc.
Document 4, Page 2

[redacted]
5-000053

David Netzley

From: Redacted by HELP Committee
Sent: Friday, January 22, 2010 10:07 AM
To: Redacted by HELP Committee
Cc: [redacted]
Subject: RE: FL DOE/CIE - Complaint against Remington College - Tampa Campus (Complaint No. 1233)

Redacted by HELP Committee

In short, I am hopeful that the resolution of this matter will be finalized in the next 3-7 days. More specifically, [redacted] and I discussed the Agreement in more detail yesterday, and it is my understanding that he plans to sign/return the Agreement and request the withdrawal of his complaint. Once we receive the original, signed Agreement from [redacted] along with documentation that he has requested the withdrawal of his complaint, we will have the Agreement executed by Jack Forrest, President & CEO, and process the agreed-upon refund.

If you should have any questions, or if I can otherwise be of any further assistance in this matter, please do not hesitate to contact me.

Respectfully,

Redacted by HELP Committee

Senior Associate General Counsel
Remington Administrative Services, Inc
500 International Parkway, Suite 200
Heathrow, Florida 32746-5003
Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Friday, January 22, 2010 9:58 AM
To: Redacted by HELP Committee [redacted]
Subject: RE: FL DOE/CIE - Complaint against Remington College - Tampa Campus (Complaint No. 1233)

Please update me as to whether or not this agreement has been signed by both parties. I have not received anything further regarding the complaint filed.

Sincerely,

Redacted by HELP Committee

Florida Department of Education
Commission for Independent Education

Redacted by HELP Committee

5-000034

www.fldoe.org/cie

From: Redacted by HELP Committee
Sent: Friday, January 15, 2010 4:06 PM
To: [redacted]
Cc: Redacted by HELP Committee
Subject: FL DOE/CIE - Complaint against Remington College - Tampa Campus (Complaint No. 1233)

This is an offer of settlement and compromise, and pursuant to Federal Rule of Evidence 407 and analogous state law, this correspondence is not admissible as evidence of an admission of liability and/or the amount of liability.

[redacted]

As a follow-up to our telephone conversation and the resolution of your complaint that we reached this morning, attached please find a copy of the Settlement and Release Agreement (the "Agreement") I have prepared to assist in documenting and finalizing the resolution of this matter. Please review the Agreement, and if you are agreeable to the terms therein, then complete/sign/date the Agreement, return the original, signed Agreement to me, and I will have it signed by our President & CEO, Jack Forrest. Once, and only when, we receive the original, signed Agreement back from you, along with documentation of your request to withdraw your complaint (as referenced in the Agreement), we will process the agreed-upon refund and send you a copy of the fully-executed Agreement.

Additionally, please let this correspondence confirm that you have received both your Transcript and Ledger Card, and thus, that portion of your complaint has been resolved without any further action required on the part of Remington College – Tampa Campus.

If you should have any questions, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly.

Respectfully,

Redacted by HELP Committee

Senior Associate General Counsel
Remington Administrative Services, Inc.
500 International Parkway, Suite 200
Heathrow, Florida 32746-5000
Redacted by HELP Committee

5-000035

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between **Remington College – Tampa Campus, Inc. d/b/a Remington College – Tampa Campus** (the "Company") and [redacted] ("Student"), (collectively, the "Parties").

Recitals

WHEREAS, Student enrolled in the Company's Computer and Network Administration Program (the "Program") on or about October 20, 2008 and withdrew from the Program on or about October 15, 2009;

WHEREAS, a dispute has arisen between Student and the Company regarding the classroom instruction provided during his enrollment in the Network Implementation and Support Course (CN1270) offered by the Company;

WHEREAS, Student filed a complaint with the Florida Department of Education/Commission for Independent Education (Complaint No. 1233) regarding the above-referenced dispute; and

WHEREAS, the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Consideration</u>. Subject to Student's compliance with the terms and conditions of this Agreement, the Company agrees to refund directly to Student's lender(s) [redacted], the equivalent of the tuition earned and/or received by the Company in relation to Student's enrollment in the Network Implementation and Support Course (CN1270) offered by the Company; however, the Company will retain (and will not refund) all Student's Pell Grant funds, and any other loan funds or other monies received and/or earned in relation to Student's enrollment in the Program. The refund of loan funds referenced above will first be applied to Student's unsubsidized loan balance, and should any refund monies remain after being applied to Student's unsubsidized loan balance, the remaining refund monies will be applied to Student's subsidized loan balance.

Student understands and agrees that he will be solely responsible, and indemnify and hold the Company harmless, for and from any and all tax obligations/liabilities associated with the consideration set forth above in this Paragraph 1.

2. <u>Release of Claims</u>. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers,

employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below) and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the "Released Parties") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to Student's enrollment in the Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, or (d) any violation of or failure to comply with any public policy connected in any way with Student's affiliation with the Company, the Program or any of the Affiliated Companies.

The term "Affiliated Companies" means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

3. Withdrawal of Claim/No Other Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student agrees to request the withdrawal of his above-referenced complaint with the Florida Department of Education/Commission for Independent Education (Complaint No. 1233). Student further represents and warrants that he has no disputes against the Company or any of the Affiliated Companies, aside from the dispute referenced above in this Agreement. Additionally, aside from the above-referenced complaint filed with the Florida Department of Education/Commission for Independent Education (Complaint No. 1233), Student represents and warrants that he has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies or any court, judicial body or other entity relative to any disputes he may have or have had with the Company, any of the Affiliated Companies or relative to his enrollment in the Program.

4. No Enrollment/Re-Enrollment. Student represents and warrants that he will not apply for, enroll in or re-enroll in any program offered by the Company or any of the Affiliated Companies (*e.g.* another Remington College Campus).

5. Confidentiality. Student acknowledges and understands that the terms of this Agreement and Student's settlement with the Company are strictly confidential, and Student warrants and represents that neither he nor his agents has revealed or will reveal to any person or entity (except for Student's attorney, tax consultant or immediate family members, subject to their agreement to

keep the terms of this Agreement and/or Student's settlement with the Company confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant or immediate family members will constitute a breach by Student as if Student had committed the breach.

6. Non-Disparagement. Student warrants and represents that he will not, directly or indirectly, himself or through any other person or entity, make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Program.

7. Non-Solicitation. Student agrees not to, directly or indirectly, himself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any current or former student of the Company or any of the Affiliated Companies: (a) to drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies or any other entity against the Company or any of the Affiliated Companies; or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

8. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligation to pay any amounts owing to Student pursuant to Paragraph 1 of this Agreement shall immediately cease, and Student shall immediately be obligated to pay the Company an amount equal to any monies paid to Student or paid to others on Student's behalf (*e.g.* lenders). Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction to prohibit any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

5-000038

Settlement and Release Agreement
Remington College – Tampa Campus/[redacted]
Page 4 of 4

9. Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 8, Student and the Company agree that any and all claims, disputes, or controversies, whether in contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. The Company and Student agree that the venue for all arbitrations shall be in Tampa, Florida, unless otherwise mutually agreed upon in writing by the Parties.

11. Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supersedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to Student's enrollment in the Program.

Executed and entered into this ___ day of ___________, 2010.

Student

[redacted]

SSN: [redacted]

DOB: [redacted]

Company

Jack Forrest, President & CFO

Richard G. Rhoda
Executive Director

State of Tennessee
Higher Education Commission
Parkway Towers, Suite 1900
Nashville, Tennessee 37243-0830
Redacted by HELP Committee

www.state.tn.us/thec

Phil Bredesen
Governor

June 2, 2010

[redacted]
Remington College
2710 Nonconnah Blvd.
Memphis, TN 38132

Re: [redacted]

Dear Dr. Redacted by HELP

The investigation of complaints against schools is one of the most important functions performed by this agency. A copy of a complaint recently received against your institution is enclosed. Please respond to each of the allegations and provide all documentation needed to support the findings.

The response should outline the steps taken in investigating this matter, what was found, and the plans for resolving this complaint. Please note that it is important that a fair-minded and complete investigation assists in the satisfactory resolution of this complaint.

This response should be received in our office by Thursday, June 17, 2010.

We are available to help you in all phases of your effort. If you need assistance, please feel free to call me at Redacted by HELP Committee

Sincerely,

Redacted by HELP Committee

Investigation Officer
Division of Postsecondary School Authorization

Enclosure

[redacted]

Received
JUN 01 2010
DPSA

To Whom It May Concern:

I have been corresponding with [redacted] at the Nashville TSAC/Lottery Scholarship office, and I have recently been denied eligibility of the Hope for Heroes grant, because I already have a Bachelor's Degree. I met and even exceeded the other requirements.

My Bachelor's Degree is from Southeast College of technology. It's now called Remington College. I went to this college willingly, and the Recruiter ([redacted]) told me that their credits would transfer to any college, and that it was accredited and I wouldn't have any trouble applying it to a military commission. Since then I have tried to apply it to the Community College of the Air Force - they do not accept the credits. I have tried to transfer it to the University of Memphis and Southwest Community College in Memphis - they do not take their credits. I have tried to start over and obtain a new degree, but I can't get state scholarships (even veteran ones) because I have this bachelor's degree from them. I've served my country honorably 4 times in the Middle East, I was fired for my military obligations from a full-time job last year - which the Department of Labor demonstrated in an investigation, and I just need a break and for someone to see past this fraud that is now Remington College. I am stuck. I just want the degree to go away now as well as the outstanding debt - held by Direct Loans. This would be an acceptable solution. I have contacted the FTC, and Direct Loans in an attempt to forgive the debt and strike the education from my record - I don't want it. I am petitioning your office because I believe Remington College uses deceiving recruiting pitches, misrepresents themselves, and inflates their accreditation to would-be victims of their scam. Remington College has made one hell of a mess out of my life as well as my efforts to pursue a REAL education.

The degree is worthless. My dates of attendance are 10/26/1998 – 10/09/2002. I was misled, and made a terrible mistake. I don't know what authoritative powers that your office possesses, but my desired outcome is to have my education from this institution disappear, and waive the outstanding debt – held by Direct Loans.

Respectfully,

[redacted]

5-27-2010

5-000043

R

June 16, 2010

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION AND ORIGINAL BY UNITED STATES MAIL

Michael Kincaid, Investigation Officer
Division of Postsecondary School Authorization
State of Tennessee Higher Education Commission
Parkway Towers, Suite 1900
Nashville, Tennessee 37243-0830

Re: [redacted] *adv. Remington College – Memphis Campus, Inc. d/b/a Remington College – Memphis Campus ("Remington College")*

Dear Mr. Kincaid:

Please be advised that I am in receipt of your correspondence sent to Remington College, which encloses the complaint submitted by [redacted] ("Complainant"). I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.[1]

A. Introduction

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for careers in fields such as criminal justice, medical assisting, pharmacy technician, medical billing and coding, computer and network administration, and electronics and computer technology. Remington College began its operations in 1987 as "Education America – Southeast College of Technology". In May of 2010 the name of the campus was changed from "Education America – Southeast College of Technology – Memphis Campus" to "Remington

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[1] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Commission in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to the complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

College – Memphis Campus." At the time Complainant attended the campus, the school was still operating under the "Education America – Southeast College of Technology" name. For ease of reference, the campus will simply be referred to as "Remington College" throughout this response.

Complainant enrolled in Remington College's Electronic Engineering Technology Program (the "EET Program"), on or about October 26, 1998, and remained enrolled in that program through completion in April of 2000. On April 14, 2000, Remington College awarded Complainant an Associate of Occupational Studies diploma in the field of Electronic Engineering Technology. Complainant re-enrolled in Remington College, this time in its bachelors degree program for Operations Management – Electronics Engineering Technology (the "Operations Management Program"), on or about April 23, 2001. Complainant also successfully completed the Operations Management Program, and Remington College awarded him a Bachelors Degree in Operations Management on October 9, 2002. Complainant's transcript, as well as both diplomas he earned from Remington College, are attached hereto as "*Composite Exhibit A.*"

For nearly eight years after successfully completing his education at Remington College, Complainant did not make any formal complaint against the school until submitting the subject complaint on May 27, 2010. Complainant's primary allegation is that he was purportedly misled by a recruiter, prior to his enrollment, regarding the transferability of credits earned at Remington College to other academic institutions. Complainant asserts he was assured that credits from Remington College "would transfer to any college." He now complains, nearly twelve years after he first enrolled in Remington College, and nearly eight years after he last attended classes at the school, that he has learned that several other institutions will not accept these credits. The complaint contains several other allegations which are completely unsubstantiated and, candidly, too vague to allow for a meaningful response.

Remington College adamantly denies Complainant's allegations in their entirety. As demonstrated by the documentation attached hereto, it is undisputed fact that Complainant acknowledged on numerous occasions, in writing, that he was aware Remington College made no promises or representations regarding the transferability of credits. In fact, the attached documentation demonstrates that Complainant expressly acknowledged, in writing, that the "general rule" was that any credits earned at Remington College would ***not*** transfer to any other institution. Moreover, there is absolutely no evidence or documentation whatsoever to support Complainant's remaining vague and ambiguous allegations. For these reasons, and for the reasons set forth below, Remington College respectfully asserts that the complaint is entirely without merit and should be dismissed.

B. <u>Remington College's Response to Complainant's Allegations</u>

1. ***Complainant has repeatedly acknowledged, in writing, that Remington College did not make any verbal representations to him regarding the transferability of credits. In fact, Complainant repeatedly acknowledged, in writing, that he was advised credits generally would not transfer to other institutions. Accordingly, his allegations to the contrary, made more than a decade after his initial enrollment, are completely without merit.***

Complainant signed four separate "Enrollment Agreements" with Remington College, dated September 14, 1998, October 9, 1998, October 6, 2000, and April 9, 2001. These four Enrollment

Agreements are attached hereto as *"Composite Exhibit B."* Complainant also signed two disclosure forms acknowledging that Remington College had made certain disclosures to him pursuant to Rule 1540.1-2-04(26) of the Rules of the Tennessee Higher Education Commission. These disclaimers signed by Complainant are dated October 5, 1998 and April 11, 2001, and are both attached hereto as *"Composite Exhibit C."*

In each of the six documents (attached hereto as Composite Exhibits "B" and "C,") all signed by Complainant on different dates over a span of almost two years, Complainant expressly and unambiguously acknowledged that Remington College made no representations to him regarding the transferability of credits. Furthermore he acknowledged that, contrary to the allegations contained in his complaint, he was expressly advised that generally speaking any credits he earned would ***not*** transfer to other institutions. Specifically, in each of the four Enrollment Agreements signed by Complainant (attached as *"Composite Exhibit B"*), it is stated, in relevant part, as follows:

> "Programs at the School are designed for employment purposes. ***The student should not assume that the courses in any program can be transferred to another institution for credit.*** While some institutions *may* accept credits from these programs, ***the general rule is that courses taken in these programs do not transfer.*** " *(Emphasis added).*

This language is found on the very first page of each of the four attached Enrollment Agreements, on the bottom right hand side of the page. Complainant not only signed the four attached Enrollment Agreements containing the quoted language, but he also separately initialed and dated the stand alone paragraph containing this language. *See "Composite Exhibit B."*

Additionally, each of the two disclaimer statements (referenced above and attached hereto as *"Composite Exhibit C"*) contain the following relevant language:

> "Southeast College of Technology [Remington College's predecessor, as described in the preceding section] is a special purpose institution. That purpose is high quality, college level, career oriented education. ***This purpose does not include preparing students for further college study.*** Students should be aware that transfer of credits is always the responsibility of the receiving institution directly to determine to what extent, ***if any***, credits can be transferred." *(Emphasis added)*[2/].

Each of the four Enrollment Agreements signed by Complainant and attached as *"Composite Exhibit B"* also contains the following language on the first page:

> "In entering into this Enrollment Agreement, ***I have relied only upon written information and statements published in the School Catalog.*** I acknowledge receipt of Catalog Number [relevant number inserted for each Enrollment Agreement].

2/ The language in the disclaimer statement signed by Complainant on October 5, 1998 contains slightly different language than the above quoted language which is contained in the disclaimer statement signed by Complainant on April 11, 2001. Specifically, the final sentence of the disclaimer statement dated October 5, 1998 states: "Any student interested in transferring credit hours should check with the receiving institution directly to determine to what extent, ***if any***, credits can be transferred." *(Emphasis added).*

There have been no verbal or written agreements or promises other than those appearing in this contract. *" (Emphasis added).*

Each of the Enrollment Agreements signed by Complainant also contain the following language on the first page of the agreement, highlighted in all capital, bold letters:

"BY SIGNING THIS AGREEMENT, THE STUDENT ACKNOLWEDGES THAT HE/SHE HAS READ BOTH SIDES OF THIS ENROLLMENT AGREEMENT, UNDERSTANDS THE CONTENTS, AND AGREES TO ABIDE BY ITS TERMS . . ." *(Emphasis in original).*

Finally, Complainant also signed another document entitled "Education America, Inc. Acceptance Interview." This document, which is signed/dated April 11, 2001, and is attached hereto as *"Exhibit E,"* further documents Complainant's understanding of the provisions of the Enrollment Agreement. The document states, in relevant part, as follows:

"Do you understand the Enrollment agreement and refund policy?" [Complainant circled "Y" for "yes" following this question]

. . .

"I have received and read a copy of my Enrollment Agreement and the current school catalog."

Accordingly, as clearly demonstrated by the attached documentation, it is beyond dispute Complainant was aware he should not assume that ***any*** of the credits he earned at Remington College would transfer to any other institution[3/] In fact, it is beyond dispute that Complainant was aware that the general rule was that the credits earned at Remington College would ***not*** be transferable. Premised on the language cited above, it is likewise beyond dispute that Complainant acknowledged he read and understood each of the four Enrollment Agreements he signed, and acknowledged that he did ***not*** rely on any promises other than those contained in the Enrollment Agreements themselves. Any assertions to the contrary, made by the Complainant more than a decade after he first signed the acknowledgments described above, is disingenuous and entirely without merit.

3/ It should also be noted that when Complainant initially enrolled in Remington College in the fall of 2008, he requested that certain credits he had earned at the University of Memphis be accepted by Remington College as transfer credits. This request was, however, denied premised on the determination that none of the University of Memphis credits were "eligible for transfer" to Remington College's EET program. (*See Internal Memorandum from Remington College employee,* [redacted] *dated December 3, 1998, attached hereto as "Exhibit D."*) Accordingly, notwithstanding the explicit disclaimers and explanations provided to Complainant by Remington College in the six separate documents attached hereto as Composite Exhibits *"B"* and *"C,"* he should have been well aware that credits from one academic institution will not necessarily qualify for transfer to another based on the fact that Remington College did not allow for the transfer of Complainant's credits from the University of Memphis.

2. *Complainant's remaining vague and unsubstantiated allegations are likewise without merit.*

Although Complainant's primary grievance appears to be his meritless claim that he was misled regarding the transferability of credits, he also makes several other vague, ambiguous, and completely unsubstantiated allegations against Remington College. Complainant vaguely alleges that he "believes" that "Remington College uses deceiving recruiting pitches, misrepresents themselves, and inflates their accreditation to would-be victims of their scam." Complainant does not offer any specific factual allegations, nor any documentation or evidence in support of these vague assertions. Moreover, Complainant raises these vague and unsubstantiated allegations more than ten years after he first enrolled in Remington College. Many, if not all, of the Remington College employees who interacted with Complainant at the time of his enrollment are no longer employed by the campus, or simply do not recall their interactions with Complainant more than a decade after the fact. Upon information and belief, the admissions representative who was the primary point of contact for complainant has passed away. Accordingly, without additional details and supporting facts, Remington College is unable to provide any meaningful response to Complainant's vague allegations. However, Remington College takes compliance matters very seriously, and adamantly denies Complainants' allegations.

C. **Conclusion**

Remington College adamantly denies that there is any factual or legal basis for any of Complainant's allegations. Complainant's primary allegation – that he was allegedly misled about the transferability of credits earned at Remington College – is demonstrably false and expressly contradicted by numerous documents bearing Complainant's own acknowledgment and signature. Complainant's remaining allegations are vague, ambiguous, and completely unsupported by any documentation or evidence. Consequently, Remington College asserts that Complainant's allegations are entirely without merit, and respectfully requests that this complaint be dismissed as expeditiously as possible.

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

SDD:jab
Enclosures

Better Business Bureau of Southern Colorado

COMPLAINT ACTIVITY REPORT Case # 37013225

Consumer Info: [redacted]

Business Info: Remington College - Colo Spgs Campus
6050 Erin Park Dr
Colorado Springs, CO 80918-3488

Redacted by HELP Committee

Consumer's Original Complaint :

In February, 2009, I started working with Remington College in Colorado Springs, CO, on transferring from Memphis, TN. My transfer was approved the same day I filed out the application. My start date was on April 23, 2009. Between February, 2009 and June, 2009, I was working with Remington to get all of my paperwork completed. The financial aid department told me they would contact me if they needed help with anything else.

On June 2, 2009, financial aid contacted me and stated, "If we do not get everything finished by tomorrow, then you will have to pay monthly for school." I asked, "Why is this just now getting taken care of?" In response, "The girl that was working on your file is no longer here and corporate just now brought your file to attention." I did everything I could to help finalize all the paperwork that was needed.

While attending to my loan application, I had to try to get my left over grant money from Memphis, TN, off my last year's FASFA. Remington was having trouble entering in my school code. To remind you, this was all at the last minute. For them to be able to add in the school code, they needed my step-father to apply for a pin online and sign electronically because he lives in Memphis. My last date of attendance was on June 2, 2009. When I called to inform financial aid that my step-father signed the FASFA they told me that I have been dropped from school. I was told several different dates on when I was dropped. I finally had to go to the school to get a print out of my drop date to receive the accurate date. I was dropped on the 8th of June. I tried asking why I was dropped and in reply I received from the registrar, "I tried contacting you one day and you said you could not talk at the moment. So, we just thought you were not coming back." I stated, "I was at work and could not talk at that moment. And, I am not supposed to be dropped for ten calendar days after my last date of attendance if there is no contact between the school and the student. That being said, I have had contact with the school, but if you need it, I have phone records." In reply of that, I received, "No, actually it is fourteen calendar days not ten." I have tried contacting the financial aid department to see if I could get a list of all the loans agencies I owe and how much. I yet to receive a phone call back.

I would, also, like to add that I have had trouble out of Remington College since I started at Memphis, TN. I have not yet filled a claim about Memphis, TN. My problems with the school go from financial aid, to the school loosing paperwork constantly, to returning my laptop, to lazy teachers and all of the above! Before I attended school in Memphis and Colorado Springs, I was so impressed about how they talked about there school. I thought I was going to learn a whole lot. When it comes down to it, I am being cheated and it is sad. The tuition and fees total up to be about $34,000. For that, I am getting bad customer service.

If I did graduate from Remington, I would not have the knowledge I needed for an associates degree career. Most of my teachers that I have had, in almost two years, have been extremely lazy.

The only class I took in Colorado Springs was Criminology/Victimology. The teacher did not show up the first day, but I understand if you have to miss class. The second day we got to met him. He stated, "There is no way one person will fail my class. We will only have four grades. The four grades that you receive will be four tests. You can use your notes and your book on your test, and I will give you all of the notes. There is no way that you all will fail my tests. I have a job already. I just do this on the side, and I am going to be relaxed." That course is twelve weeks long.

Consumer's Desired Resolution:

I would like Remington College to be responsible for their negligence. I know The Better Business Bureau can not help me with a refund, but that is what I deserve because of the grievance I went through and I am still going through.

BBB Processing

07/21/2009	**web**	**BBB**	Case Received by BBB
07/22/2009	**kacBBB**		Case Reviewed by BBB - Member
07/22/2009	**Otto**	**EMAIL**	Send Acknowledgement to Consumer

5-000060

August 13, 2009

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION
AND U.S. MAIL

Redacted by HELP Committee

Accredited Business Services
Better Business Bureau of Southern Colorado
25 N. Wahsatch Ave., Suite 100
Colorado Springs, CO 80903

Re: [redacted] *v. Remington College Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus (Case Number: 37013225)*

Dear Ms. Clark,

Please be advised that I am in receipt of your fax to Remington College – Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus (hereinafter "Remington College"), enclosing the complaint filed by [redacted] (hereinafter "Complainant"). I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.[1]

Complainant, a former Remington College student, has filed this complaint regarding her enrollment withdrawal from the Criminal Justice Associate's Degree Program ("CJ Program") and the handling of her financial aid. Remington College adamantly denies Complainant's allegations and contends that any issues Complainant had relative to her financial aid processing or the CJ Program were previously addressed with Complainant to the extent possible. In fact, several Remington College employees went above and beyond in attempting to assist Complainant with her financial aid and other issues. Despite the efforts of Remington College and its employees, Complainant was unresponsive and/or not diligent herself, leading to many of the issues referenced in her complaint.

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[1] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

Education America, Inc.
Document 6, Page 2

[redacted] v. Remington College – Colorado Springs Campus
(Case Number: 37013225)

A. **Background Information**

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for new careers in the fields of criminal justice, pharmacy technician and medical assisting. Complainant originally enrolled in the CJ Program at Remington College – Memphis Campus (the "Memphis Campus") in July of 2007. Complainant attended classes at the Memphis Campus through late October of 2008, and in late April of 2009, Complainant enrolled in the CJ Program at Remington College (Colorado Springs Campus). Remington College officials worked with Complainant in order to facilitate the transfer of her credits earned at the Memphis campus.

Complainant attended classes at the Remington College from April 27, 2009 through early June of 2009. During this time, as set forth in additional detail below, Remington College employees attempted to work with Complainant in order to help resolve several issues relating to her financial aid, and also to provide her with general guidance. In early June of 2009, Complainant stopped attending classes. Remington College employees contacted Complainant in order to ascertain why she was no longer attending class, and also to try and ensure that she stayed on track to complete the CJ Program. Despite Remington College's efforts, Complainant was adamant that she had no interest in completing the CJ Program or otherwise attend classes. Accordingly, Remington College dropped Complainant from the CJ Program effective June 8, 2009, at which time she had not attended classes in over a week and had advised Remington College that she did not wish to continue her studies. Following Complainant being dropped from the CJ Program, Campus President [redacted] personally reached out to Complainant in order to encourage Complainant to re-enroll and assist with her re-enrollment in the CJ Program; however, Complainant was unresponsive to or otherwise not interested in Ms. [redacted] offered assistance.

B. **Response to Complainant's Allegations**

Complainant alleges that her financial aid was not handled timely or appropriately. Complainant also alleges that she was supposedly dropped from school without warning. Complainant enumerates several other vague and unsubstantiated allegations regarding her experiences at Remington College, including complaints about an unidentified instructor, and complaints that if she had graduated Remington College, she "would not have had the knowledge [she] needed for an associate's degree career." She alleges that she is "being cheated and it is sad," without any explanation of what she means by these vague assertions.[2] For the reasons that follow, Remington College asserts that all of these allegations are unfounded and without merit.

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[2] The complaint also contains several vague and wholly unsubstantiated allegations regarding Complainant's experiences at the Memphis Campus. Although Remington College adamantly denies these vague allegations, Remington College takes the position that it is inappropriate to address allegations regarding the Memphis Campus with the Better Business Bureau of Southern Colorado.

[redacted] *v. Remington College – Colorado Springs Campus*
(Case Number: 37013225)

While Complainant claims to be confused as to the reasons why she was dropped from Remington College, it is clear that Complainant was dropped in response to her absences and statement that she no longer had any interest in the CJ Program. Despite repeated and continued efforts by Remington College employees to keep Complainant enrolled (and/or re-enrolled), Complainant was adamant that she wanted to drop out of and/or otherwise had no interest in completing the CJ Program.

The "Student Withdrawal Form" documenting Complainant's withdrawal from the CJ Program, attached hereto as Exhibit 1, and signed by Ms. [redacted] documents that Complainant voluntarily dropped out of Remington College due to her own dislike of the CJ Program. It is specifically noted in the "comments" section of Exhibit 1 that "[redacted] said that she was only taking CJ to appease her dad. ***She has no interest in the CJ program. Tried to convince her to finish it out since she is so close to finishing but she did not even want to discuss it.*** " (*See* Exhibit 1) (emphasis added).

Several Remington College employees confirm this version of events. In particular, the Director of Student Finance, [redacted], originally began working with Complainant in order to resolve several financial aid issues and devoted a substantial amount of time and effort towards persuading Complainant that she should remain in school and complete the CJ Program. Ultimately, [redacted] found that Complainant was unresponsive to her assistance. More specifically, when Complainant stopped attending class in early June of 2009, [redacted] attempted to convince Complainant to remain in school and finish the CJ Program. However, Complainant informed [redacted] that the only reason Complainant had ever enrolled in the CJ Program was because that is what her father wanted her to do. Complainant stated that because she was no longer living with her father, she did not feel like she had to continue the CJ Program as she had no interest in the Program. Nonetheless, [redacted] encouraged and advised Complainant that she would be better served to finish the CJ Program. Ms. [redacted] also counseled Complainant that she may wind up owing Remington College money for tuition if she stopped attending her classes or dropped from school, and carefully explained the monetary consequences of Complainant dropping out of school. However, Complainant was adamant that she did not want to finish the CJ Program.

Remington College employees continued their attempts to convince Complainant to remain in school even after she was dropped. More specifically, [redacted] personally advised Complainant that if she agreed to resume attendance of her classes, with the intent on finishing the CJ Program, then [redacted] would make sure Complainant was reinstated. Complainant stated she would consider that offer, but then later called back and advised that she was not interested in re-enrolling.

Complainant's allegations regarding the handling of her financial aid are also without merit. Although it is true that there were delays in the processing and handling of Complainant's financial aid, these delays were due in large part to Complainant's own failure to timely respond to Remington College's Financial Aid Department. In particular, there were several instances when financial aid paperwork had to be updated or changed because that status of Complainant had changed from being a dependent to not being a dependent and/or because she had recently married. Remington College's Financial Aid Department experienced difficulty in getting Complainant to respond to phone calls and other communications. For example, in one instance, it was necessary for Complainant's father to sign certain financial aid paperwork, since Complainant had been listed as a dependant at the time she originally applied; however, Complainant failed to provide the executed paperwork with her father's signature until after she had actually dropped out of the CJ Program.

It is difficult to provide a meaningful response to Complainant's remaining vague allegations, such as her complainants about an unidentified professor, or her complaints that she was somehow "cheated." However, Remington College adamantly denies these unsubstantiated allegations in their entirety. In particular, Remington College denies that Complainant was somehow "cheated" as its employees went above and beyond, dedicating extra time and attention to counseling Complainant and attempting to keep her enrolled in school and help secure her financial aid. Complainant was also specifically advised of the ramifications of dropping out of school.

C. Conclusion

As set forth above, Remington College denies that there is any basis for Complainant's allegations that she was unclear as to why she was dropped from the CJ Program. In fact, it was the Complainant herself who essentially requested to be dropped and later failed to seek reinstatement (due to her lack of interest in the CJ Program). There is likewise no basis for her allegations of any substantial delays, mishandling or other problems with her financial aid by Remington College, nor any basis for her other vague complaints. As set forth above, Complainant herself was the major contributing cause of the issues associated with her financial aid, and Remington College made several efforts to assist Complainant in resolving these issues. Consequently, Remington College respectfully requests that this complaint be dismissed.

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

SDD/jab
Enclosure

4

5-000064

August 26, 2009

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION
AND U.S. MAIL

Redacted by HELP Committee Accredited Business Services
Better Business Bureau of Southern Colorado
25 N. Wahsatch Ave., Suite 100
Colorado Springs, CO 80903

Re: [redacted] *v. Remington College Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus (Case Number: 37013225)*

Dear Ms. Ball,

Please allow this correspondence to serve as a response to the rebuttal of [redacted] (hereinafter "Complainant") in the above referenced matter. This correspondence will also serve to confirm our phone conversation of yesterday, August 25, 2009. Lastly, please allow this letter to briefly confirm the history regarding the response of Remington College – Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus (hereinafter "Remington College") to the Better Business Bureau, and to hopefully clarify any possible confusion in this regard.[1]

A. Response to Complainant's "Rebuttal."

Confirming our conversation yesterday, Remington College received Complainant's "rebuttal" two days ago, on August 24, 2009. The rebuttal was forwarded to me by Colorado Springs Campus President [redacted] late in the day. My understanding, based on my review of the documents provided, as well as our conversation yesterday, is that Complainant's rebuttal consists entirely of one paragraph that is contained in the "BBB Processing" notes, and which is dated "8/18/2009." The rebuttal of Complainant states, in its entirety, as follows:

> "I looked over Remington College's response and noticed that everything is hear say [sic]. The student withdraw [sic] form they attached to the response is completely false. I did return my laptop back to the college as soon as I found out

[1] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

Education America, Inc.
Document 6, Page 6

> that I was dropped. I have a receipt from turning it in. I did not call Remington College stating that I wanted to be dropped from school. That being said, everything that was stated in the response is completely false and untrue. Remington College just showed the BBB that their credibility is completely not reliable."

Complainant's rebuttal does not substantively address any of the positions set forth in Remington College's response, previously submitted on August 13, 2009. Instead, Complainant simply alleges that all of Remington College's assertions in the response are false.[2] Remington College stands by its initial response, and asserts that all of the factual positions taken in that response are accurate, based on our investigation and the facts known as of this date. Remington College adamantly denies the allegations set forth in Complainant's initial complaint and in her rebuttal. Additionally, Remington College asserts, as previously detailed in its response, that several Remington College employees went above and beyond in attempting to assist Complainant with her financial aid and other issues. Despite the efforts of Remington College and its employees, Complainant was unresponsive and/or not diligent herself, leading to many of the issues referenced in her complaint. For these reasons, and for the reasons set forth in Remington College's previous response, dated August 13, 2009, it is our position that the complaint is entirely without merit.

During our conversation yesterday, you suggested that the parties consider mediation of this dispute, and provided some information regarding the Better Business Bureau's' mediation procedure. I appreciate you taking the time to explain that process to me. However, Remington College respectfully declines to participate in mediation of this complaint. Because Remington College firmly believes that this complaint is entirely without merit, it is our position that mediation would not be beneficial to either of the parties.

B. **<u>Clarification Regarding Remington College's Timely Responses to The Better Business Bureau.</u>**

I wanted to confirm our conversation, and my prior communications with [redacted] of your office, regarding the timing of Remington College's responses to the complaint, and to the Better Business Bureau of Southern Colorado ("BBBSC") generally. At several points during our handling of this matter, the BBBSC has inferred that Remington College has failed to timely respond. Respectfully, the written documentation in this matter clearly demonstrates that Remington College has been timely with all of its responses and submissions. Because it appears as if there has been some confusion in this regard, and because it appears as if some of the notes contained in the "BBB Processing" notes may not be accurate on this issue, Remington College would like to again confirm and document the history and timing of its responses.

[2] Complainant also devotes several sentences to addressing her return of a laptop. However, Remington College did not address any issue relating to a laptop in its response; neither did Complainant address any issues regarding a laptop in her initial complaint, other than to vaguely assert that she had "problems""returning [her] laptop."

[redacted] *v. Remington College – Colorado Springs Campus*
(Case Number: 37013225)

On or about July 23, 2009, Remington College received the initial letter from the BBBSC, providing a copy of Complainant's complaint. That letter provided a deadline of August 2, 2009 for a response from Remington College. On July 30, 2009, at 11:24 A.M., [redacted] of this office spoke with [redacted] of your office, and confirmed that Remington College was granted an extension to respond to the complaint, through August 12, 2009.

On August 3, 2009, prior to the extended deadline of August 12, Remington College received a facsimile from your office advising that it would have until August 13, 2009 to file our response. Accordingly, we calendared the deadline to respond as August 13, 2009.

On August 13, 2009, the date that Remington College's response was due under the extension, Remington College timely submitted its response to the complaint via facsimile and U.S. mail. A fax confirmation sheet demonstrates that the response was successfully transmitted to your office at 1:20 PM, EST, on the due date, August 13.

Also on August 13, Remington College received several e-mails from [redacted] in which she asserted that the response to the complaint had not been timely submitted because "the extension was an additional 10 days which expired August 13th." [redacted] asserted that it was "imperative" that Remington College respond by August 24, 2009, and suggested that Remington College's accreditation with the BBBSC was in jeopardy.

We were surprised by these e-mails from [redacted], given that they were transmitted on August 13, early in the business day, and prior to the expiration of the deadline. Accordingly, at 3:43 PM EST, I sent an e-mail to [redacted] seeking to clarify the apparent confusion regarding submission of Remington College's response. In that e-mail, a copy of which I attach for your convenience, I reiterated the history of Remington College's communications with the BBBSC, and confirmed that our response had been faxed to your office earlier that day. I also specifically confirmed my understanding that "Remington College's response was timely submitted prior to the close of business today, August 13, 2009 . . ."

On August 14, 2009, I received an apologetic e-mail from [redacted] in which she stated "I do apologize for the confusion." [redacted] verified that Remington College's response had been timely received, but stated that she was "away from her desk" on August 13. Ms. [redacted] email of August 14 is attached as well.

On August 24, 2009, you contacted [redacted] and apparently asserted that Remington College had not timely responded to the complaint. I understand that you also inquired regarding our response to Complainant's "rebuttal."

Late in the day on August 24, I received a copy of the "rebuttal" which had been mailed from your office on August 20, and received by [redacted] on August 24. The cover letter from your office states that a response to the rebuttal is due August 30, 2009, which is a Sunday. I immediately called you directly and left a voice mail message for you.

5-000067

[redacted] *v. Remington College – Colorado Springs Campus*
(Case Number: 37013225)

When we spoke yesterday, I again confirmed my understanding that Remington College had timely responded to the complaint. I also sought to confirm my understanding that the deadline to respond to Complainant's rebuttal is August 30. You informed me that I should treat the actual deadline to respond to the rebuttal as Monday, August 31.

My review of the "BBB Processing" notes reveals, respectfully, that those notes are not correct regarding the history of Remington's responses. The "BBB Processing" notes indicate that as of August 3, your office had not received any response or communication from Remington College. As confirmed previously, however, Remington College had already spoken with [redacted] on July 30, and obtained an extension of time. The "BBB Processing" notes assert that a "final notice" was sent to Remington College on August 13, and that the response to the complaint was not received until August 14. As stated above, and as confirmed previously in writing by [redacted] Remington College timely submitted its response on August 13.

Unfortunately, the "BBB Processing" notes do not reflect the conversation of July 30 confirming an extension, and do not properly reflect that the response was submitted timely by Remington College. Additionally, these notes do not reflect the e-mail that was transmitted from me to [redacted] on August 13, confirming the timeliness of the response, and do not reflect [redacted] responsive e-mail of August 14 apologizing for the apparent confusion. Remington College respectfully requests that the "BBB Processing" notes be corrected to reflect all pertinent communication, and to reflect that Remington College timely responded to the complaint.

C. **Conclusion**

Remington College reaffirms its positions previously set forth in its response dated August 13, 2009. Remington College also expressly denies the allegations set forth in Complainant's "rebuttal," and asserts that her complaint is entirely without merit. As previously explained in Remington College's initial response, Complainant herself was the major contributing cause of the issues associated with her financial aid, and Remington College made several efforts to assist Complainant in resolving these issues. Consequently, Remington College respectfully asserts that the complaint should be dismissed.

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted

Redacted by HELP Committee

Associate General Counsel

SDD/jab
Enclosure

Education America, Inc.
Document 6, Page 9

Complaint Details

Complaint ID	990749
Division Assigned	DPOS
Category	Other
Status	*Received* Sub Status: Action.
Date Filed	6/8/2009 Paper File Date.
Person Filing Complaint	[redacted]
Address	[redacted]
Telephone, Fax	[redacted]
School Name	Remington College- Colorado Springs Campus Date Last Attended: 6/2/2009 Date Filed at School:
Description	

(Category of Complaint is academic and financial aid) When I first started school I attended in Memphis, TN, at Remington College. I know I cannot do anything about those issues I had there. My husband and I had to move here to Colorado due to the military. As soon as I heard there was a Remington College here, I called and asked about their programs. I wanted reassurance that I would not have any issues at the Colorado Springs campus like I did in Memphis. Just like their advertisement, everything was very motivational. I was wrong, twice. I moved to Colorado Springs, Co. in February of 2009. On February 17, 2009, I went to Remington College to get all paperwork completed. I paid an application fee even though I was a transfer. I was approved the same day. The financial aid department told me if they needed anything else they would contact me. My first day of class was on April 27, 2009. Our teacher did not even show the first day. I know things come up and that is totally understandable. On the second day of class, our teacher showed. Our syllabus and teacher stated we would only have four tests in a twelve week period My classmates and I asked why? He told us that he has another job and this is basically his down time. He also stated that no one in this class could possibly fail. We have four tests and we can use all notes and our book on the tests. The notes will also be provided. No other assignments would be given. To me this is not right. I am not spending thirty-five thousand dollars for this. But wait, there is more. On June 02, 2009, the financial aid department called me to their office. I left class immediately to go assist with whatever they needed. I spoke with [redacted] She stated, â€œIf we do not get all of your paperwork done by tomorrow, then you will have to pay monthly for school.â€ I was very confused. I thought everything was handled. I asked, â€œWhy is this just now being taken care of?â€ Ms. [redacted] informed me that the previous person that was working on my file was no longer with Remington and corporate brought the file up to attention. I was worried. I told her I would try my best to get everything taken care of and that I would have to miss class to get everything completed. I had left over grant money from Memphis, TN, that the Colorado Springs campus needed access to. I called Memphis for help with this issue. I only wanted to ask a few questions. They refused to help and told me to call Colorado Springs campus. In order for the grant to be transferred I had to get my step-father to apply for a pin, wait for confirmation, sign electronically, wait for it to process and then it would be completed. When I called the school to notify [redacted] that everything was complete, she told me the school dropped me. I was so upset and confused. I asked why? She told me she did not know. I asked to speak to the registrar. She didnâ€™t know where she was. I told them that I needed to know why and to find her because I do not understand what is going on. [redacted] told me she would have [redacted] to give me call. [redacted] gave me a call back soon after my conversation with [redacted] why I was dropped. Ms. [redacted] stated that she just thought I was not coming back. I asked, â€œWhy would you think that? You have no right to

drop me what so ever. No authority at all. Iâ€™m not supposed to be dropped unless I miss ten consecutive calendar days.â€ [redacted] said, â€œNo actually it is fourteen. I called one day and you said you could not talk at the moment. So, I just thought you were not coming back.â€ I said, â€œI could not talk because I was at work.â€ I tried calling to get a list of all the loan agencies I owe and I have yet to receive a call back. The next day I went to Remington College to get a print out of when the application was filled out, start date, last date of attendance and dropped date. My last date of attendance was on the 2nd of June. Remington College dropped me Saturday the 8th. I attended class at night on Mondays, Tuesdays and Thursdays. I actually only missed ONE class until Remington dropped me. I just do not understand why I was dropped on the morning of the 8th of June and my last date of attendance was on the 2nd. I only went to school three days a week. They are not open for my classes on any other days! I tried contacting the corporate office in Florida trying to get help. No one would ever return my calls. The campus president contacted me to try to get me back in school. I denied it for many reasons. One, I should not be in this situation right now. Two, I cannot afford to pay monthly for school. Three, even if I did enroll back in school I would have to pay Remington another application fee, pay monthly for school and not learn anything. I should not have to pay monthly for school. This should not have even happened. I am being punished for Remingtonâ€™s mistake. Therefore, I filed a complaint with the Better Business Bureau. This is an event all by itself. Everything I told you so far is in the report for my initial complaint. Remington could barely respond in a timely manner. Remington basically stated that everything was my fault, I should blame myself, and that they did everything in their power to help me. They also stated that a lot of their employees tried reaching out to help me and I just turned them away. There was one form in particular Remington submitted to the BBB that was very odd. It was a student with draw form. It stated that I called in and told them I wanted Remington to drop me. I was issued a lap top and I returned it when I went to the school to get that print out of the drop date and other supporting evidence. The networking and technology personnel wrote me a receipt for it. Remington included on the with draw form that I did not return my lap top. That shows that Remington was providing false information to the BBB and how this company keeps up with paperwork. That leads back up to why I am here in the first place. (While all of this was going on, I contacted Remington College in Little Rock, AR, about a bill they sent me, over $2600 payable in full and due now. I spoke with [redacted] I actually worked with him while attending in Memphis. He told me [redacted] is on hold because of the BBB complaint. I asked to confirm, â€œSo, I do not need to pay anything until this is all over?â€ He said, â€œCorrect.â€ After a while going back and forth with responses from me to Remington and from Remington to me with the BBB, Remington sent me another notification about the $2600 bill but with a different name on it. I called as soon as I could to figure out why they are still trying to collect the debt when it is suppose to be on hold. [redacted] told me he didnâ€™t know why Mr. [redacted] would tell me that and he would call back. [redacted] called back and told me the call is recorded and he has [redacted] next to him. Mr. [redacted] said, â€œI talked with [redacted] and he said he did not tell you that your account is on hold. In fact, he did not even know about the BBB complaint.â€ To make a long story short, I am being pushed around and no one will help me with these issues. I tried asking about a payment plan and I was talked to like an idiot. I have still not been able to set up a payment plan. I called corporate again in Florida about this issue and no one has yet to call me back. I made that call on October 8, 2009.) I provided all evidence against Remington to the BBB to get everything settled. The BBB informed me that this case is out of their purview. The BBB told me to contact the Department of Higher Education and to stay positive! Come to find out, Remington is counting days that I was not at class after my drop date. Remington denied all mediation. As you can see, I have several ongoing issues with Remington College. I have done everything in my power to help the situation. I moved from Memphis, TN, to give Remington College another shot. Everyone told me I could not face a college. I am only one person, but I do believe in justice and customer service. I tried to better myself as a person and I am being taken advantage of. I need your help. I have several documents stating my case.
Thank you, [redacted]

Details

Insert a new entry for the complaint:

November 4, 2009

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION AND ORIGINAL BY UNITED STATES MAIL

Redacted by HELP Committee
Program Specialist
State of Colorado, Department of Higher Education
Division of Private Occupational Schools
1560 Broadway, Suite 1600
Denver, Colorado 80202

Re: [redacted] v. *Remington College Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus (Complaint Number: 090749)*

Dear Ms. Espinoza:

Please be advised that I am in receipt of your correspondence to Remington College Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus ("Remington College"), enclosing the complaint filed by [redacted] ("Complainant"). I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.[1]

Complainant raises issues relating to her enrollment and withdrawal from Remington College's Criminal Justice Associate's Degree Program ("CJ Program"), and the handling of her financial aid. Complainant previously filed a complaint with the Better Business Bureau of Southern Colorado ("BBB") on or about July 21, 2009, which contained many of the same allegations set forth in the subject complaint. The BBB ultimately took no action regarding Complainant's first complaint. For your convenience, a copy of Complainant's BBB complaint and Remington College's response – as well as the various replies and rebuttals by both parties – are attached hereto as "Composite Exhibit 1." Additionally, as requested, a copy of

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[1] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Department in its investigation and efforts to conclude this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position nor is it intended to be used as evidence in any civil or any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to this complaint and/or Complainant's allegations.

500 International Parkway, Suite 200
Heathrow, FL 32746

Complainant's education records are attached hereto as "Composite Exhibit 2", and the completed "Tuition Refund Calculation Worksheet" is attached hereto as Exhibit 3.

Remington College adamantly denies Complainant's allegations and contends that any issues Complainant had relative to her financial aid processing or the CJ Program were previously addressed with Complainant to the extent possible. In fact, several Remington College employees went above and beyond in attempting to assist Complainant with her financial aid and other issues. Despite the efforts of Remington College and its employees, Complainant was unresponsive and/or not diligent herself, leading to many of the issues referenced in her complaint.

Additionally, it continues to be unclear what Complainant is seeking as an acceptable resolution to her complaint. The crux of Complainant's complaint is that she was allegedly improperly dropped from Remington College. However, it was Complainant who voluntarily dropped out of the CJ Program after advising numerous Remington College employees that she had no interest in criminal justice, and that she had only gone to school because her father had forced her to attend. Further, Complainant admits in her own complaint that the Campus President called her after she was dropped and offered to help her re-enroll. Complainant also admits that she refused this offer of assistance, stating that she would not re-enroll at Remington College for purported reasons that frankly are unclear and not credible, as detailed further below.

A. Background Information

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for new careers in the fields of criminal justice, pharmacy technician and medical assisting. Complainant originally enrolled in the CJ Program at Remington College – Memphis Campus (the "Memphis Campus") in July of 2007, where she attended classes through late October of 2008. In late April of 2009, Complainant enrolled in the CJ Program at Remington College (a/k/a Colorado Springs Campus). Remington College employees worked with Complainant in order to facilitate the transfer of her credits earned at the Memphis Campus.

Complainant attended classes at Remington College's Colorado Springs Campus from April 27, 2009 through early June of 2009. During this time, as set forth in additional detail below, Remington College employees attempted to work with Complainant in order to help resolve several issues relating to her financial aid and also to provide her with general guidance. In early June of 2009, Complainant stopped attending classes. Remington College employees contacted Complainant in order to ascertain why she was no longer attending class and to try and ensure that she stayed on track to complete the CJ Program. Despite Remington College's efforts, Complainant was adamant that she had no interest in completing the CJ Program or otherwise attending classes. Accordingly, Remington College dropped Complainant from the CJ Program, effective June 8, 2009, at which time Complainant had not attended classes in over a week and had advised Remington College that she did not wish to continue her studies.

Following Complainant being dropped from the CJ Program, Campus President, [redacted], personally reached out to Complainant in order to encourage Complainant to re-enroll and assist with her re-enrollment in the CJ Program. Complainant was unresponsive to or otherwise not interested in [redacted] offered assistance.

B. Response to Complainant's Allegations

1. ***Complainant's allegations regarding her Criminology Instructor are unsubstantiated and without merit.***

Complainant alleges vague complaints about an unidentified "teacher" who she states was the instructor for her first class at Remington College. She asserts the teacher "did not even show the first day," although in the very next sentence she admits that "I know things come up and that is totally understandable." Complainant also asserts that the unidentified teacher "stated we would only have four tests in a twelve week period," although she does not explain why such a schedule would be the basis for a complaint. She alleges that the unnamed teacher supposedly stated that "he has another job and this is basically his down time," and that " . . . no one in this class could possibly fail. We have four tests and we can use all notes and our book on the tests . . . no other assignments would be given."

Although Complainant does not name the instructor, Remington College's records demonstrate, upon information and belief, that the instructor at issue is [redacted] Mr. [redacted] taught a Criminology class that Complainant was enrolled in during April of 2009. Mr. [redacted] states that Complainant was a very bright and engaged student who he enjoyed having in his class. He also recalls Complainant maintained an 'A' average until she contacted him to advise she was planning on dropping out, stating that her "heart was not in criminal justice," and that she had only enrolled in school because her father had forced her to do so.

[redacted], however, adamantly maintains that Complainant's allegations are misplaced. He does admit that he missed one class during the time that Complainant was enrolled. Mr. [redacted] who also works as a juvenile parole officer, was required to transport a parolee on the day in question, and made arrangements with his Department Chair regarding his planned absence from the class period in question. As Complainant herself admits, this is "totally understandable."

[redacted] acknowledges that he administered four tests for the Criminology course at issue, as detailed on his syllabus. However, there is nothing wrong with administering four tests during a course, and, in fact, Complainant does not articulate any reason why this is the basis of a complaint. [redacted] also acknowledges that his tests for the Criminology course were "open note" and "open book." Once again, however, there is nothing wrong with having tests in that format, nor does Complainant articulate any reason why this would be the basis for a complaint.

[redacted] adamantly denies that he ever gave any indication his class was easy, or that he did not take his position as an instructor seriously. To the contrary, [redacted] states that he has a passion for teaching. He did not state that his position as an instructor was his "down time" as alleged, but that it is his "fun job" as he enjoys teaching so much. He did not tell his students that "no one in this class could possibly fail." What he did tell his students was that *if* they worked hard, maintained good attendance, participated in class, completed all assignments properly, studied, and put forth effort on the test, that they would not fail his class. It is important to note that [redacted] did not imply that it was easy to get a good grade, or that students were guaranteed an 'A' or even a 'B' if they attended, participated in class, and completed their assignments. To the contrary, [redacted] was telling his students that if they worked hard and completed all their assignments, they would not *fail* the course – although they may not get a very high grade either. [redacted] was *not* implying that a student could not fail if he or she failed to participate and complete assignments.

Finally, [redacted] denies that "no assignments" were given other than the four tests during his class – even though there would be nothing wrong with such a format. To the contrary, [redacted] assigned certain readings to the students and assigned homework, which included handouts. For all of the reasons stated above, Complainant's allegations regarding Mr. [redacted] Criminology class are without merit or support.

2. ***There is no basis for Complainant's allegations that she was improperly dropped from Remington College, as she voluntarily dropped out of school, and the Campus President personally offered to help her re-enroll if she so desired.***

Complainant's allegations that she was supposedly dropped from school without warning are completely baseless, and are contradicted by student records as well as by Complainant's own statements. While Complainant claims to be confused as to the reasons why she was dropped from Remington College, it is clear that Complainant was dropped in response to her absences combined with her statement that she no longer had any interest in continuing in the CJ Program. Despite repeated and continued efforts by Remington College employees to keep Complainant enrolled (and/or help her re-enroll), Complainant was adamant that she wanted to drop out of and/or otherwise had no interest in completing the CJ Program. The "Student Withdrawal Form" documenting Complainant's withdrawal from the CJ Program, attached hereto as Exhibit 4 and signed by Campus President, [redacted], documents that Complainant voluntarily dropped out of Remington College due to her own dislike of the CJ Program. It is specifically noted in the "comments" section of Exhibit 4 that "[redacted] said that ***she was only taking CJ to appease her dad. She has no interest in the CJ program. Tried to convince her to finish it out since she is so close to finishing but she did not even want to discuss it.***" (*See* Exhibit 4) (*emphasis added*).

Although Complainant has continually denied that she voluntarily dropped out of school, several Remington College employees independently verify that Complainant chose to drop out, even though she was advised against that course of action.[2] These employees also independently verify that Complainant stated she only enrolled in the first place, against her wishes, because her "father made her," and that she was really not interested in criminal justice.

Remington College's Director of Student Finance, [redacted] originally began working with Complainant in order to resolve several financial aid issues and devoted a substantial amount of time and effort towards persuading Complainant that she should remain in school and complete the CJ Program. Ultimately, [redacted] found that Complainant was unresponsive to her assistance. More specifically, when Complainant stopped attending class in early June of 2009, [redacted] attempted to convince Complainant to remain in school and finish the CJ Program. However, Complainant informed [redacted] that the only reason Complainant had ever enrolled in the CJ Program was because her father wanted her to. Complainant stated that because she was no longer living with her father, she did not feel like she had to continue the CJ Program as she had no interest in the CJ Program. Nonetheless, [redacted] advised Complainant that she would be better served to finish the CJ Program. Additionally, it is important to note that [redacted] also advised Complainant that she may wind up owing Remington College money for tuition if she stopped attending her classes or dropped from school, and carefully explained the monetary consequences to Complainant of dropping out of school. Despite this advice, Complainant was adamant that she did not want to finish the CJ Program.

Aside from [redacted] also verified Complainant's voluntary withdrawal from the CJ Program. [redacted] recalls that just before she dropped out of school, Complainant contacted him and stated that she wanted to "let him know before she dropped out." Complainant told [redacted] that her "heart was not into criminal justice," and that the only reason she had even pursued a degree was because "her father wanted her to do it." [redacted] advised her that it would probably be in her best interest to finish her degree, or at least finish out the academic quarter. Once again, however, Complainant was adamant that she wished to drop out of school.

[2] It should be noted that this is just one of several examples of statements contained in Complainant's complaints – both with the Department and previously with the BBB – that seriously call Complainant's credibility into question. Although Complainant adamantly maintains that she is mystified as to why she was dropped from school, and that she never advised anyone that she wished to drop, two separate employees independently verify that Complainant voluntarily dropped and expressed a complete lack of desire to even be enrolled in the CJ Program. Complainant also makes the extremely dubious assertion in the closing paragraph of her complaint that she "moved from Memphis, TN to give Remington College another shot," contradicting her own assertion in that regard earlier in the complaint when she states that "[m]y husband and I had to move here to Colorado due to the military." She also falsely alleges, as detailed in Section B(4) below that no one from "the corporate office in Florida" ever returned her calls, despite the fact that several employees of the Legal Department (in the Florida offices), including the undersigned, spoke with Complainant on several occasions. Additionally, as detailed below in this section, although the complaint appears to be based almost exclusively on the allegation that she was improperly dropped from Remington College, Complainant admits that the Campus President personally attempted to help her get re-enrolled, and she refused that assistance – purportedly for reasons that are themselves not credible or plausible.

Remington College employees continued their attempts to convince Complainant to complete the CJ Program even after she was dropped. More specifically, [redacted] personally advised Complainant that if she agreed to resume attendance of her cla[redacted] intent on finishing the CJ Program, then [redacted] would make sure Complainant was reinstated. Complainant stated she would consider that offer, but then later called back and advised that she was not interested in re-enrolling.

[redacted] Although in the BBB proceedings Complainant apparently denied this offer by [redacted] to assist with her re-enrollment (stating in her August 18 "rebuttal" that "everything that was stated in [Remington College's] response is completely false and untrue . . ."), she now admits in her complaint filed with the Department that "[t]he campus president contacted me to try and get me back in school." She also admits that she refused the Campus President's offer to assist her in getting re-enrolled, stating "I denied it for many reasons." However, the "many reasons" Complainant offers for not re-enrolling in class are, quite frankly, not credible. These "many reasons" include that: 1)"I should not be in this situation right now;" 2) "I cannot afford to pay monthly for school;" 3) "even if I did enroll back in school I would have to pay Remington another application fee, pay monthly for school and not learn anything."

Complainant's first "reason" candidly makes no sense; assuming that her "situation" is that she is no longer enrolled, that problem would obviously have been solved by taking [redacted] up on her offer regarding re-enrollment. The reason that she "cannot afford to pay monthly" is likewise invalid. As verified with Remington College's Student Finance Department, Complainant would have had to make monthly payments towards her tuition regardless of whether she would have dropped out, then re-enrolled, or whether she would have never dropped in the first place. Simply put, Complainant would have had to make some monthly payments no matter what. Regarding her objection to "another application fee," Remington College likely would have agreed to waive any such fee. However, Complainant never even inquired in this regard, or made any effort to re-enroll. Finally, Complainant's allegation that she would "not learn anything" is entirely unsubstantiated and without merit – particularly since she dropped out of school after attending for slightly longer than one month.

3. ***Complainant's allegations regarding the handling of her financial aid are likewise completely without merit.***

Complainant makes several allegations regarding the handling of her financial aid that are also without merit. Although it is true that there were delays in the processing and handling of Complainant's financial aid, several Remington College employees confirm that these delays were due primarily to Complainant's own failure to timely respond to requests from Remington College's Student Finance Department. In particular, there were several instances when financial aid paperwork had to be updated or changed because the status of Complainant had changed from being a dependent to being independent and/or because she had recently married. While assisting with the processing of Complainant's financial aid paperwork, Remington College's Student Finance Department experienced difficulty in getting Complainant to respond to phone calls and other communications. For example, in one instance, it was necessary for Complainant's father to sign certain financial aid paperwork, since Complainant had been listed as a dependant at the time she originally applied. Complainant failed to provide the executed paperwork with her father's signature until after she had actually dropped out of the CJ Program.

4. ***Complainant's allegations that her phone calls to "the corporate office in Florida" went unreturned are false.***

Complainant alleges that she "called corporate in Florida" and that "no one has yet to call me back" [sic]. This allegation is simply not true. Several employees in the Legal Department, located in Florida, spoke with Complainant in August of 2009, after she called regarding her complaints. Although Complainant vaguely alleges that she again attempted to contact "corporate" on October 6, 2009, the Legal Department has no record of any such call, or any other communication from Complainant during that time frame.

5. ***Complainant's allegations regarding Remington College's Collections Department are entirely without merit.***

As of the date of this response, Complainant continues to owe Remington College a past due balance of $2,643.78 related to her enrollment in the CJ Program. Towards the end of her complaint, Complainant makes several allegations regarding Remington College's Collections Department. Specifically, Complainant alleges that [redacted] who is employed in the Collections Department, told her that collections activity on her past due account was on hold while her BBB complaint was pending. She also alleges that after being told collections were on hold, she then received additional written demands for past due amounts. She asserts that she then spoke with [redacted] and [redacted] Collections Manager, and that [redacted] supposedly denied that she was ever told that her account was placed on hold. Finally, she asserts that she "tried asking about a payment plan and I was talked to like an idiot."

It is true that a brief hold was placed on the collection of Complainant's past due account, pending an internal investigation into her BBB complaint, in late July and early August of this year. This is standard procedure when any allegations of this nature are made while an account remains past due. Following internal investigation, however, Remington College determined that Complainant's allegations were entirely without merit and the hold on Complainant's account was lifted.

[redacted] and [redacted] deny the remainder of Complainant's allegations. They specifically assert that Complainant's only attempt to ever set up any "payment plan" was when she attempted to transmit payment of $5 on the past due balance of nearly $3,000 as an installment. Complainant was advised that such small installments would not be satisfactory given the amount of her debt and how long it would take to satisfy her debt at that rate.

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Nonetheless, Remington College remains willing to consider a payment plan for Complainant's account on reasonable terms.

6. ***Complainant's remaining complaints are completely without merit.***

The Complaint contains a number of other unsubstantiated, sometimes vague complaints regarding minor or insignificant issues. These complaints are also without merit, and include the following allegations:

Vague allegations about her time at Remington College's Memphis Campus – Complainant vaguely alleges that she "had issues" while enrolled in Memphis, but does not in any way articulate those issues. In any event, as recognized by Complainant, any complaints regarding Memphis would not be appropriately addressed before the Department;

That she "paid an application fee even though [she] was a transfer" when enrolling at the Colorado Springs Campus – Pursuant to Remington College policy, it is standard for all transfer students to pay an application fee. Stated otherwise, while Complainant had attended the Memphis Campus, she was a first-time student at Remington College (a/k/a Colorado Springs Campus). Each institution charges a separate application fee when a student "applies" for enrollment at that institution for the first time.

That Remington College supposedly provided "false information" to the BBB by submitting a Student Withdrawal Form reflecting that she had not returned her laptop computer— As is the case with many of Complainant's allegations, she attempts to make an issue out of an insignificant fact, where there is absolutely nothing improper. It appears that when the "Student Withdrawal Form" ("the form") was originally issued on June 8, 2009, reflecting Complainant's voluntary withdrawal, a line next to "Laptop Returned" was checked "No." This notation was apparently made at a time ***before*** Complainant had returned her laptop. On June 16, 2009, the form was updated, indicating that "Yes" she had returned her laptop as of that date, and crossing out the "no" that had previously been entered. The first version of the form, with "No" marked was inadvertently submitted as an attachment to Remington College's response to Complainant's BBB complaint. The June 16, 2009 version, confirming the laptop was returned, is attached hereto as "Exhibit 4". Consequently, Remington College does not dispute that Complainant returned her laptop on or about June 16, 2009 after dropping from school. However, the issue of whether or not Complainant returned her laptop and Remington College's records in that regard are completely irrelevant to Complainant's main allegations relating to her being dropped from school, and to her allegations relating to financial aid.

C. Conclusion

As set forth above, Remington College denies that there is any basis for Complainant's allegations that she was unexpectedly dropped from the CJ Program without notice. To the contrary, as set forth in detail above, it was Complainant herself who requested to be dropped

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and later failed to seek reinstatement (due to her lack of interest in the CJ Program). There is likewise no basis for Complainant's allegations regarding substantial delays, mishandling or other problems with her financial aid processing by Remington College, nor is there any basis for her other miscellaneous and vague complaints. As set forth above, Complainant herself was the major contributing cause of the issues associated with her financial aid. Remington College made several efforts to assist Complainant in resolving these issues. As also set forth above, Remington College employees went above and beyond in their efforts to assist Complainant and to encourage her to remain in the CJ Program. Consequently, Remington College respectfully requests that this complaint be dismissed as expeditiously as possible.

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

SDD:jab
Enclosures

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STATE OF COLORADO

Department of Higher Education
DIVISION OF PRIVATE OCCUPATIONAL SCHOOLS
Redacted by HELP Committee

Bill Ritter, Jr.
Governor
Redacted by HELP Committee
Executive
Director

[redacted]
327 - B Hartinger Circle
Colorado Springs, CO 80930

Remington College – Colorado Springs
C/o Remington Administrative Services, Inc.
Attn.: Scott D. Danahy, Asst. General Counsel
500 International Parkway – Suite 200
Heathrow, FL 32746

Re: Complaint # 990749; [redacted] concerning Remington College - CS

Dear Parties:

A complaint was filed with the Division of Private Occupational Schools ("Division" or "DPOS") by [redacted] ("Complainant"), a former student of Remington College - CS ("School"). In summary, the complaint raises issues about the methodology used by a particular instructor in a course taught as part of the criminal justice program at the school's Colorado Springs campus. Specifically the Complainant asserts that the course was designed such that "no student would fail" because there was to be only four open book tests administered in a twelve week period with no other assignments given. The Complainant opines that such an approach does not offer the level of instruction expected from a program costing over thirty-five thousand dollars. She asserts that this type of methodology would not result in her receiving the skills and knowledge needed to be successful in the criminal justice occupational field. The Complainant adds that she was further concerned about the effectiveness of the class when the assigned course instructor was not present on the first day, but accepts that "sometimes this may happen."

The Complainant also takes issue with the manner in which the School processed her financial aid documents. She states that prior to her transfer from its Memphis, TN location the Complainant was told that her financial aid had been approved and would enable her to complete her program in Colorado. Then on or about June 2, 2009, after she had re-located and commenced the Colorado-based training, she was told by the Colorado Springs financial aid office that her loan application was incomplete, and that she had to submit additional information online within 24 hours or else she "would have to pay monthly" for her training, which the Complainant states could not afford to do. The Complainant expresses her dissatisfaction and confusion in having originally believed based on school representations that her paper work was in order, complete and had been processed prior to her commencement of classes. In her complaint and subsequent reply the Complainant maintains that she informed the School she would be missing a class in order to resubmit the on-line financial contact information, in an expedited effort to correct the problems identified with her financial aid application. The Complainant indicates that at this same time she would attempt to transfer grant money she had in Tennessee to help defray the costs for completing the program in Colorado. The Complainant asserts that when she later contacted the School to inform that the alternate payment arrangements had been completed, she was told that she had been dropped from the school, effective June 8, 2009.

A copy of the complaint was provided to the School. Upon receipt of the School's response, the Complainant was provided an opportunity to review it and submit a reply in further support of her claims. She avail herself to this reply opportunity and submitted additional information clarifying her claim.

First, in respect to the concern about the methodology used by one instructor for one class within the Criminal Justice Associates Degree Program ("CJ"), normally such decisions are private and left to the owner of a private school to determine. The state does not statutorily dictate nor generally guide the specific methodology to be used in occupational training. However the methodology must reasonably result in its graduates being able to meet the occupational objective which was approved by the Board of Private Occupational Schools ("Board") at the time the particular course or program was presented by the school. Here, in order to prevail on this issue, sufficient evidence must show that the particular methodology selected by the School or an instructor results in graduates not being qualified for entry level employment in the criminal justice field. No evidence is offered or found to reasonably show that the open book/four test methodology *in fact* is or was ineffective. As such, **no violation of a minimum standard is demonstrated in respect to the teaching methodology issue** and this particular claim is dismissed.

In addition, **the admitted failure of an instructor to be present in class on the first day of a particular course is not an actionable matter under the statute, as the Complainant does not show she sustained harm by this single occurrence.** It is noted that the Parties concur that such things may from time to time happen. In respect to this issue, the claim is also dismissed.

However, in respect to the issue of the Complainant's involuntary withdrawal by the School, upon review of the totality of the circumstances and based upon objective evidence submitted predominantly by the School, the Division finds **Remington College – C.S. violated a statutory minimum standard to which all private occupational schools must adhere. Specifically, it failed to "adhere to procedures, standards, and policies set forth in the school catalog and other printed materials", in accordance with §12-59-106(1)(i) of the Colorado Revised Statutes.**

The facts and evidence supporting this administrative finding are as follows.

The Complainant was enrolled in the Criminal Justice Associates Degree Program, at the school's Memphis, TN location. On or about February 17, 2009, she and the School began the transfer process in order for her to attend the Colorado Springs campus. This process included the Complainant's completion and submittal of financial aid paperwork. The Complainant began taking classes in Colorado on April 27, 2009, and last attended on Tuesday, June 2, 2009. On this same June day the Colorado campus registrar informed the Complainant that her financial aid paperwork had not been completed, and that she was not "pre-approved" as originally determined. The only explanation offered to the Complainant at the time was that the staff person with whom the Complainant had originally worked" was no longer with the School". The Complainant admits she was confused and upset upon first learning that her financial arrangement "had fallen through", despite earlier staff assurances made some four months earlier. She indicates that this was also at a time during which she had doubts about the effectiveness of her first class taken in Colorado and her dissatisfaction with the teaching method used by the instructor. It is not refuted that the Complainant informed the School that she would need to miss a class in order to have time to help her step-father re-submit financial information on-line, and also for the Complainant to attempt to have unused grant money from Tennessee transferred for use in Colorado. She missed the June 4^{th} evening class as anticipated.

Evidence shows that when the Complainant contacted the School on Monday, June 8, 2009, to report she had completed what was asked of her in respect to the financial aid processing, she was told that the School had dropped her from the program and withdrew her from the School earlier that same day. Concerning the Complainant's involuntary withdrawal, the School proffers that the decision to drop her was based on two factors taken together. These primary considerations were comments purportedly made by the Complainant to staff and the Complainant's lack of attendance around this same time.

The School insists that the Complainant told her CJ instructor and another staff member that she was "dropping the program"; that she had no interest in pursuing a career in criminal justice; and that she had only done so only to please a relative. The School explains that around this same time the Complainant last attended class on June 2, 2009, and then proceeded to" not attend classes for over one week". The School explains that taking these two factors together resulted in a belief that the Complainant had dropped out. It is not in dispute that June 2^{nd} was the Complainant's last day of attendance.

In respect to the School's stance that the Complainant told staff she was dropping out, the Complainant adamantly denies this and counters that if she was planning to or *in fact* did drop out of school, she would not have taken the time or effort to once again prepare and to re-submit financial aid information, nor seek transfer of a grant to pay for her Colorado based C.J. training, in the short time given to her by the School on June 2^{nd} to complete this.

Evidence shows that the Complainant did openly criticize her instructor in respect to the methodology used by him in her first course taken in Colorado. However, even if a student expresses displeasure with an instructor, a program or a school, for whatever reason, such venting, *without more* is not sufficient to constitute adequate notice upon which a school may reasonably base a decision to withdraw that student. It is reasonable to expect a school to exercise due diligence in seeking adequately verification from the student, preferably a written notice of withdrawal, before processing the dis-enrollment.

Review of student record does not yield any written notice or request to withdraw from the Complainant. The submitted "Student Withdrawal Form", filled out by school staff indicates that the "student notified the campus" she was dropping via a "phone call" with no date of the call entered in the space provided. An unknown staff member circled the reason of the "withdrawal" to be "Program Dislike". Additional comments appear on this form, including that the Complainant purportedly said "she was only taking the CJ to appease her dad". This document shows the Director of Education determined on June 8, 2009, that the Complainant "should be dropped" based on the alleged utterances, alone. Contrary to the School's current position that attendance and not just her comments were considered at the time of the forced withdrawal, there is no reference on this official school action form about the Complainant's attendance or lack thereof, leading the Division to speculate that the attendance rationale may have been an afterthought in response to this or the Complainant's earlier Better Business Bureau ("BBB") complaint. No other evidence is offered or found that the withdrawal decision by the Director of Education considered the Complainant's attendance record.

On this issue of the withdrawal, the School adds that the Complainant admitted in this administrative investigation that after she protested the "drop", the campus president offered to assist her in getting "re-enrolled", but the Complainant declined this offer. The School believes that the Complainant refusal to accept this offer shows that she had no *bona fide* intent of continuing her education, despite her protestations about the disenrollment.

The Division does not find this persuasive in supporting the School's position. Notwithstanding that under the circumstances present, the Complainant should not have been withdrawn in the first place, it seem understandable that a student-consumer may be hesitant to take a school up on such an offer after it failed to identify or notify her for nearly four months that her financial aid application was inadequate; after then placing the burden on the student to correct this situation, created by school's assessment error; after giving the student a mere 24 hours in which to correct the problem or else face having to find the money on such short notice to make unanticipated and significant monthly payments; and after having involuntarily withdrawn her based only upon staff reporting her critical utterances about an instructor and/or the program. It is noticed that the offer to help re-enroll the student came close in time to the School learning that she was eligible for additional Title IV money which she would be able to more easily access should she be re-admitted.

The School states that the withdrawal decision also took into account the Complainant having "not attended classes in over a week...." The Complainant on reply sufficiently rebuts and identifies that she *in fact* at the time of the disenrollment had only missed *one scheduled class*, between June 2nd and June 8, the day she was dropped. The Complainant explains and school records, including the enrollment agreement and the student's attendance ledger, corroborate that at the time of the withdrawal, the Complainant was enrolled in only one criminal justice class - "Criminology & Victimology", which met in the evenings, three times a week on Monday, Tuesday and Thursday. The Complainant last attended on Tuesday, June 2, 2009. ON this same day she was told about the financial aid problem, and that she had only one day to assist the School in correcting it. The Complainant informed the School she would have to miss a class to help her step-father re-file financial aid contact information on-line. She then missed the next class scheduled for the evening of June 4th. Her next scheduled class was Monday evening, June 8th, but she could not attend because the School had withdrawn her earlier that same day.

Review of the enrollment agreement, referencing the written attendance policy which is memorialized in the catalog, in effect at the time of the Complainant's student tenure shows the School violated its own policy in respect to the prescribed progressive remedial action outlined. Specifically, the March 11, 2009 enrollment agreement expressly states that a student may be dropped from the program for reasons which include "excessive absences" as detailed in the School's Attendance Policy found in the applicable school catalog. Review of the catalog and the attendance policy reads that if a "student's absence exceed 25% in any term", in this case if the Complainant missed *four weeks* (or 12 days as each week has three scheduled class days) of the twelve week course, then the student "shall" (mandatory language) "be placed on Attendance Probation One for the subsequent Term." The Complainant's attendance record shows that since April 27th she missed three Thursday classes (May 5; May 28; and June 4). This objective evidence supplied by the School, even when considered from a perspective supporting the School's position, demonstrates that the Complainant's attendance had not yet met the threshold which would have supported probation, much less being dropped from the program. Its own written policies do not dictate or support the decision to dis-enroll the Complainant.

Based on the circumstances and the information present, a preliminary determination of a violation of a statutory minimum standard is found. The School violated §12-59-106(1)(i) of the Colorado Revised Statutes, in that it failed to "adhere to procedures, standards, and policies set forth in the school catalog and other printed materials". This failure is material in that it unreasonably interfered with the Complainant's ability to continue her occupational training.

In regard to the final issue concerning the School's role in the apparent failure to properly and timely process the Complainant's financial aid information, the School does not appear to acknowledge its responsibility in this situation, other than to state as it apparently did to the Complainant that the staff person who "worked on [the Complainant's] file was no longer [with the school]". Rather in response to the complaint the School details a failure by the Complainant to have her step-father execute necessary agreements and that the School had difficulty reaching the Complainant.

Records, intra campus email correspondence, and notes written by school staff support the Complainant's contention that she originally was "pre-approved" for a loan, but that this approval was later "withdrawn" due to a problem with "identity address info." There is no evidence that the Complainant was notified of this rescission until June 2, 2009, some four months after initiating the transfer, and after she had started classes in Colorado.

Careful review of the email correspondence shows that the Memphis Financial Aid office ("FA") had apparently interpreted the Complainant's FAFSA and other financial aid material to be complete. Based on this initial assessment, it pre-approved her, clearing the way for the Colorado Springs transfer. In school email correspondence dated June 3, 2009, the Colorado Springs Director of Student Finance [redacted], questions a "[redacted]" why she ([redacted]) had thought that the Complainant had in fact "completed her 08-09 FAFSA", when she had not. The correspondence goes on to say that it had left two messages for the Memphis office and was still awaiting a response. In a follow-up June 4th email, Roth informs [redacted] that the Complainant "is going to drop from school" (implying that she *had not* dropped as of this writing) and asks if the school can "originate [the Complainant's] student loans out of 09-10 since we have a valid ISIR [Institutional Student Information Record] for that year?" Roth at the time admits it did not have a "valid 08-09 ISIR on her [the Complainant]." The Division finds it interesting that the school sought to originate her 09-10 student loan if in fact the school had notice, as it maintains, that the Complainant had no intention of continuing her training or had already withdrawn from the school. A June 4th response from Catanzaro is that "yes, I will submit an urgent budget for them [the funds] now. She [the Complainant] will need to wait to drop until we have received the disbursements, though – otherwise we cannot keep the loans on the account if they are posted after she drops unless she returns the post withdrawal letter the exit processor will need to send out to her." This series of communiqués occurred on or about the same time the Complainant resubmitting the necessary information.

Additional correspondence provided in this administrative inquiry by the School includes a June 30, 2009 letter to the Complainant informing her that "at the time of her withdrawal she had earned Title IV funds that were not paid on [her] account". The School goes on to inform that it has details on how she may still "obtain these funds" (even though she was no longer enrolled) and asks she contact the School. It appears that on or about this time the campus president offered to help her to re-enroll and presumably then clearing the way for her and the School to access this federal loan money, but the Complainant declined this "offer". Soon after in July 2009, the Complainant filed a complaint with the Better Business Bureau. Review of that independent process shows the Complainant like here asserts she was involuntarily dropped by the school.

Review of the "Refund Calculation Detail" sheet submitted shows the School assessed an administrative fee of $150, presumably as an "early cancellation charge" after it withdrew her without first obtaining her consent. It appears based on the school's ledger and refund calculation sheet that as of June 22, 2009, there was a balance of $2,634.78 still owed by the Complainant, which included the $150 fee.

The June 2009 intra school communication, exchanged around the time the Complainant was dropped, showing that it realized she was eligible for additional loan disbursements and that it would be best if she "delayed her drop" in order for the school to access the disbursements at a time that it proffers she had or was going to withdraw, is of concern to the Division. Of equal concern is evidence that once the School realized that it had "processed her out" effective June 8th, the campus president and other made efforts to in essence regain the Complainant's cooperation and possible trust to have her re-enroll, presumably resulting in school access to this loan money. Although the school's activities at this time raise questions, it is recognized that any determination about whether the processing or seeking access to this additional Title IV money under the circumstances present, comports with federal requirements is left to the U.S. Department of Education, as the regulating federal agency. Should either party wish to seek clarification about the school's activities surrounding the origination of the Complainant's loan during the time identified, you may contact: The U.S. Dept. of Education, Office of Student Financial Assistance Program, 1391 N. Speer Blvd. – Suite 800, Denver, CO 80204.

In accordance with established procedure and practice, the Division having preliminarily found a statutory violation, this matter is being referred to the Board of Private Occupational Schools for formal review and action. **If a school wishes to appeal this preliminary finding to the Board the School must contact the Division in writing of such intent within ten (10) calendar days from the date below.** In the interim should the Parties wish to attempt informal resolution with the facilitation by the Division, please contact Director Jim Parker also within this same ten day period.

If you have any questions regarding this matter, please feel free to contact me or the Director.

Sincerely,

For the Division/Board of Private Occupational Schools

Redacted by HELP Committee

Deputy Director

June 2, 2010
Date

Cc.: File

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between **Remington College – Denver Campus, Inc. d/b/a Remington College – Colorado Springs Campus** (the "Company") and [redacted] ("Student"), (collectively, the "Parties").

Recitals

WHEREAS, Student enrolled in the Company's Criminal Justice Program (the "Program") on or about April 27, 2009 and dropped from the Program on or about June 8, 2009;

WHEREAS, a dispute has arisen between Student and the Company regarding the circumstances pertaining to Student dropping from the Program;

WHEREAS, Student filed a complaint with the State of Colorado, Department of Higher Education, Division of Private Occupational Schools (Complaint No. 990749) regarding the above-referenced dispute; and

WHEREAS, the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. Subject to Student's compliance with the terms and conditions of this Agreement, the Company agrees that it will forgive the outstanding debt that its records reflects the student continues to owe the Company, and will cease collection efforts regarding said debt. Specifically, the Company's records reflect that Student currently owes [redacted], which will be forgiven, subject to Student's compliance with all terms and conditions contained in this Agreement.

The Company will retain (and will not refund) all of Student's Pell Grant funds, if any, as well as any other loan funds or other monies received and/or earned in relation to Student's enrollment in the Program.

Student understands and agrees that she will be solely responsible, and indemnify and hold the Company harmless, for and from any and all tax obligations/liabilities associated with the consideration set forth above in this Paragraph 1.

2. Release of Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers, employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below)

and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the "Released Parties") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to Student's enrollment in the Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, or (d) any violation of or failure to comply with any public policy connected in any way with Student's affiliation with the Company, the Program or any of the Affiliated Companies.

The term "Affiliated Companies" means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

3. Withdrawal of Claim/No Other Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student agrees to withdraw her complaint, referenced above, that she filed with the State of Colorado, Department of Higher Education, Division of Private Occupational Schools (Complaint No. 990749). Student further represents and warrants that she has no disputes against the Company or any of the Affiliated Companies, aside from the dispute referenced above in this Agreement. Additionally, aside from the above-referenced complaint filed with the State of Colorado, Department of Higher Education, Division of Private Occupational Schools, Student represents and warrants that she has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies or any court, judicial body or other entity relative to any disputes she may have or have had with the Company, any of the Affiliated Companies or relative to her enrollment in the Program.

4. No Enrollment/Re-Enrollment. Student represents and warrants that she will not apply for, enroll in or re-enroll in any program offered by the Company or any of the Affiliated Companies (*e.g.* another Remington College Campus).

5. Confidentiality. Student acknowledges and understands that the terms of this Agreement and Student's settlement with the Company are strictly confidential, and Student warrants and represents that neither she nor her agents has revealed or will reveal to any person or entity (except for Student's attorney, tax consultant or immediate family members, subject to their agreement to keep the terms of this Agreement and/or Student's settlement with the Company

confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant or immediate family members will constitute a breach by Student as if Student had committed the breach.

6. Non-Disparagement. Student warrants and represents that she will not, directly or indirectly, himself or through any other person or entity, make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Program.

7. Non-Solicitation. Student agrees not to, directly or indirectly, himself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any current or former student of the Company or any of the Affiliated Companies: (a) to drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies or any other entity against the Company or any of the Affiliated Companies; or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

8. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligation to pay any amounts owing to Student pursuant to Paragraph 1 of this Agreement shall immediately cease, and Student shall immediately be obligated to pay the Company an amount equal to any monies paid to Student or paid to others on Student's behalf (*e.g.* lenders). Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction to prohibit any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

9. Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 8, Student and the Company agree that any and all claims, disputes, or controversies, whether in

contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. The Company and Student agree that the venue for all arbitrations shall be in Colorado Springs, Colorado, unless otherwise mutually agreed upon in writing by the Parties.

11. Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supersedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to Student's enrollment in the Program.

Executed and entered into this 2 day of August, 2010.

Student

[redacted]

SSN: [redacted]

DOB: [redacted]

Company

Jack Forrest, President & CEO

Better Business Bureau of Arkansas, Inc

COMPLAINT ACTIVITY REPORT Case # 19003229

Consumer Info: [redacted]

Business Info: Remington College
19 Remington Drive
Little Rock, AR 72204

Redacted by HELP Committee

Location Involved: (Same as above)

Consumer's Original Complaint :
They told me that none of my loans would be due until six months after i graduated and that i only needed one year of taxes to show for a pell grant. Now they are wanting the money for the loans now and they want my taxes from last year. They also rush you through when you are filing out the paper work to begin school so you do not really know what all you are filing out. They wait until the end of your program to tell you they need more money or paperwork or you will not graduate. There are several other problems and I have talked with alot of other students here and they also have problems just like mine with them. If you need additional information or complaints please let me know. Thank you

Consumer's Desired Resolution:
I would like for them to be more specific in what they are loading us into. I would also like to be able to graduate after all this time. I want others to be aware of how thay are and how they trick people into going here.

BBB Processing

09/26/2006	wnb	BBB	Case Received by BBB
09/26/2006	jenf	BBB	Case Reviewed by BBB - Member
09/26/2006	Otto	MAIL	Send Acknowledgement to Consumer - Member
09/26/2006	Otto	BBB	Notify Business of Dispute - Member

October 10, 2006

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION

Redacted by HELP Committee Dispute Resolution Specialist
The Better Business Bureau of Arkansas, Inc.
12521 Kanis Road
Little Rock, Arkansas 72211

Re: ***Business: Remington College – Little Rock Campus, Inc.***
Consumer/Complainant: [redacted]
Case Number: 19003229

Dear Redacted by HELP Committee

Please be advised that I am in receipt of your fax to Remington College – Little Rock Campus, Inc. (hereinafter "Remington College"), enclosing the claim filed by [redacted] (hereinafter "Complainant"). I will be handling the response to this claim, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your investigation of and conciliation efforts in the above-referenced claim filed by Complainant.[1]

I. COMPLAINANT'S ALLEGATIONS

Complainant, a current Medical Insurance Coding student at Remington College, alleges that she was "told that none of [her] loans would be due until six months after [she] graduated and that [she] only needed one year of taxes to show for a [Pell] grant." Complainant also alleges that she was rushed through the process when she enrolled and did not really know what all the paperwork meant that she was filling out. As a resolution, Complainant indicated that she would like for Remington College to be more specific in explaining what prospective students are getting into when

[1] Please note that this statement includes confidential information not to be disclosed without the written approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this claim, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the charge and/or Complainant's allegations.

Business: Remington College - Little Rock Campus, Inc.
Consumer/Complainant: [redacted]
Claim Number: 19003229

they enroll, and that she would also like to be able to graduate. As set forth below, while adamantly denying any wrongdoing, Remington College has made efforts to resolve Complainant's concerns.

II. REMINGTON COLLEGE'S RESPONSE TO ALLEGATIONS

After receiving the above-referenced claim and conducting some initial inquiry regarding the situation, I contacted Complainant yesterday to discuss the claim with her in more detail. During our discussion, she explained that:

(1) she thought she was only required to fill out an application for financial aid once, but now understood that an application had to be filled out once per academic year (as opposed to calendar year). More specifically, Complainant enrolled in March, and while the duration of the Medical Insurance Coding Program is less than one calendar year, it crossed over into a second academic year. As such, Complainant was required to complete another financial aid application to determine her eligibility for aid during the second academic year; and

(2) she thought repayment of all of her loans started six months after she graduated, but now understood that the repayment schedule for her private loan (as opposed to her federal loans) started before she graduated, as indicated in the Repayment Schedule and Truth-in-Lending Disclosure she signed.

In an effort to resolve her claim, I agreed to help coordinate a time for Complainant to meet with the Campus President and Financial Aid Director, so Complainant could discuss her experiences with them in an effort to help prevent student misunderstandings in the future. This meeting took place this morning, and from what I have been told, it was a very successful and productive meeting. Additionally, it should be noted that Complainant has been awarded financial aid to cover her tuition for the second academic year, and she is on track to graduate from the Medical Insurance Coding Program upon her successful completion of the Program requirements.

In conclusion, while Remington College adamantly denies Complainant's allegations, Remington College has taken efforts to address Complainant's concerns and has reached an amicable resolution to this matter. If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee
Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

DCN:sdc

Education America, Inc.
Document 7, Page 3

5-000106

Better Business Bureau of Arkansas, Inc
12521 Kanis Rd.
Little Rock, AR 72211
Redacted by HELP Committee

October 23 2006

[redacted]
Remington College
19 Remington Rd
Little Rock, AR 72204-8202

RE: Case # 19003229. [redacted]

Thank you for your cooperation in responding to the above consumer's complaint.

Following our usual procedure, we notified the consumer of your response and requested notification of whether or not a satisfactory resolution had been reached. The consumer did not notify our office and, therefore, we are closing the case assumed resolved.

Please note, in the event the consumer should contact the Bureau once again regarding this issue, your office may be contacted to review any new or additional information we've received from the consumer.

Again thank you for your cooperation.

Sincerely,

Redacted by HELP Committee

Dispute Resolution Specialist
Better Business Bureau
Complaint Department
Redacted by HELP Committee

5-000107

ACCSC

Redacted by HELP Committee

April 23, 2010

U.S. POSTAL MAIL & ELECTRONIC DELIVERY
CONFIDENTIAL

[redacted]
Campus Resident
Remington College - Mobile Campus
828 Downtowner Loop West
Mobile, Alabama 36609

School #M055203

Dear Mr. [redacted]

The Accrediting Commission of Career Schools and Colleges ("ACCSC" or "the Commission") is in receipt of the enclosed complaint from [redacted] a former Electronics and Computer Engineering student, against Remington College ("Remington") located in Mobile, Alabama.

The purpose of this letter is to summarize the allegations set forth by the complainant and allow the school an opportunity to respond in accordance with *Section VI (A)(4)(b) and (c), Rules of Process and Procedure, Standards of Accreditation.*

Section I.1 (Statement of Purpose) Substantive Standards, Standards of Accreditation
Section VI (C)(1) Substantive Standards, Standards of Accreditation

The complainant alleges that Remington did not provide him with appropriate and sufficient graduate employment assistance. Accrediting standards state that schools must remain attentive to their students' educational and other needs and that graduate employment assistance must be made available to students and the extent and nature of employment assistance services must be as claimed by the school. Therefore, Remington must provide the following:

- A narrative response to each of the complainant's allegations;
- An explanation of student services available to graduates as published in the school's catalog;
- Documentation of any student advising sessions with [redacted];
- Documentation of the qualifications of [redacted] and [redacted]; and
- Documentation as deemed appropriate by Remington to demonstrate compliance with accrediting standards as it relates to this matter.

The school must submit its response in an electronic format, prepared in accordance with ACCSC's Instructions for Electronic Submissions which is available online at www.accsc.org. The school's response must include a signed certification attesting to the accuracy of the information. If the school's response contains documentation that includes

personal or confidential student or staff information that is not required for the Commission's review (e.g., social security numbers, dates of birth, etc.), please remove or redact that information. The school's response must be received by the Commission <u>on or before May 24, 2010</u>.

Thank you for your attention to this matter. If you have any questions, please contact me directly at Redacted by HELP Committee or via email at Redacted by HELP Committee

Sincerely,

Redacted by HELP Committee

Analyst, Institutional Review and Development

Encls: [redacted] complaint narrative
ACCSC Complaint Review Cover Sheet

5-000109

Monday, March 22, 2010

I attended Remington College, Mobile, AL campus, from 2004-2006 and I was a student in the Electronics and Computer Engineering program. I made very good grades throughout and I very rarely missed days (maybe one or two for the entire two years). There was supposed to be career services for students that were on the brink of graduation. I never received any such services. In fact, I didn't receive any "help" until after I had complained. I was finally contacted by [redacted] and all she ever did was tweak my resume slightly and alert me to job postings I already had knowledge of and jobs that I had already applied to. Then, after promising to help me secure employment, she never stayed in contact with me. Then came [redacted] and he pretty much did the same thing [redacted] did: Tweak my resume. I met with him here in Mobile, AL and he PROMISED he would stay in contact with me. Not only did I always send emails to [redacted] detailing jobs I were applying to and interviews I had but I also did the same thing with [redacted] and they both ignored my concerns and emails. I would send emails to [redacted] and he would say: "I'm going to contact you at such and such time." But he never did. This is not an isolated incidence. I've spoken with fellow graduates who have experienced the same things. Four years removed from graduation and all I have to show for it is repeated calls from student loan companies. Other schools won't accept Remington's credits. There was no A+ and other certification testings held at the school then like I've heard there are now. I understand that the economy is bad but I graduated in 2006. I've had ONE permanent FT job and I've never been employed as an electronics technician, test technician, field service technician, or any thing that my degree suggests. I can't even get hired at McDonalds. Remington HAS NOT made an effort to help me and I want some answers.

[redacted]

R

March 21, 2010

VIA UPS OVERNIGHT MAIL

Redacted by HELP Committee

Accrediting Commission of Career Schools and Colleges
2101 Wilson Boulevard, Suite 302
Arlington, Virginia 22201

Re: *Response to Complaint filed by [redacted] against Remington College - Mobile Campus, Inc. d/b/a Remington College - Mobile Campus (School # M055203)*

Dear Ms. Redacted by HELP Committee

Please be advised that I am in receipt of your correspondence of April 23, 2010, enclosing the complaint filed by [redacted] ("Complainant") against Remington College - Mobile Campus, Inc. d/b/a Remington College - Mobile Campus ("Remington College"). I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.[1]

I. Complainant's Allegations

Here, Complainant, a Remington College graduate from 2004, alleges that Remington College has not assisted him in obtaining post-graduation employment. More specifically, Complainant initially alleges that he never received any of the career services that Remington College offers to its graduates; however, later on in his complaint, Complainant admits that representatives from Remington College helped "tweak his resume and alert [him] to job

[1] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Commission in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

openings". Thereafter, Complainant alleges that the Remington College representatives failed to stay in contact with him during his job search. After investigating these allegations, Remington College has concluded that Complainant's allegations are unfounded, and adamantly denies any wrongdoing in this matter. Upon review of this position statement, Remington College is confident you will reach the same conclusion.

II. Remington College's Response To Complainant's Allegations

Complainant enrolled in Remington College's Electronics and Computer Engineering Technology Program on or about July 22, 2002 and graduated on or about July 8, 2004.[2] While Remington College offers job placement assistance to its students/graduates, it does not guarantee employment for any student or graduate. To the contrary, Remington College provides numerous notices to prospective students to make them aware prior to enrollment that employment is not guaranteed after graduation. More specifically, prior to enrolling, Complainant signed a "Program Application and Enrollment Agreement," which clearly states as follows:

> The School provides employment assistance upon graduation without additional charge. The Applicant is advised this is not given as an inducement to enroll and *no guarantee or representation of employment is made or implied.*

(*See* Program Application and Enrollment Agreement, attached hereto as Exhibit A)(*emphasis added*). Complainant also signed an "Education America Interview Form," acknowledging that he understood that "graduation is not a guarantee of job placement." (*See* Education America Interview Form, attached hereto as Exhibit B). Additionally, the Campus Catalog provides that while Remington College provides "Graduate Career Services", it is ultimately the responsibility of the student/graduate to secure employment. (*See* Graduate Career Services section from the Campus Catalog, attached hereto as Exhibit C).

As referenced above, Complainant graduated on or about July 8, 2004, and initially, it appears as though he did not request much in the way of job placement assistance from Remington College; however, that may be due to the fact that, according to Complainant's resume, he obtained employment with Best Buy installing mobile electronics. (*See* Complainant's Resume, attached hereto as Exhibit D). Thereafter, Remington College did not hear from Complainant for several years; however, when Remington College learned that Complainant was having difficulty finding employment, Remington College provided the following assistance to Complainant: (1) assisted Complainant with updating his resume; (2) provided Complainant's resume to numerous employers; (3) notified Complainant of numerous job leads and/or interview opportunities; (4) assisted Complainant in coordinating job interviews; (5) notified Complainant of career fairs in Mobile and several surrounding cities (since Complainant expressed his willingness to relocate); (6) advised Complainant on various job search/networking strategies; (7) provided Complainant with the opportunity to participate in

[2] Please note that Complainant actually enrolled when the campus was operating under the name Education America – Southeast College of Technology; however, during Complainant's enrollment, in May 2003, the campus name was changed to Remington College – Mobile Campus.

mock interviews and otherwise encouraged Complainant to visit Remington College's Career Services office, so he could receive more personalized attention; (8) provided Complainant advice on professional appearance and job interview and follow-up techniques; and (9) encouraged Complainant to visit employers of interest personally and hand-out his resume. (*See* Student Activities printout, attached hereto as Exhibit E). Complainant, on the other hand, did not show up for at least one scheduled interview, initially had an incorrect number and address listed on his resume, was unable or unwilling to visit Remington College's Career Services office for mock interviews/consultation, and Complainant often sought and/or applied for positions for which he was not qualified.

Among other qualified personnel, Complainant received job placement assistance from Remington College's Director of Career Services, Susan Watkins, as well as from former Career Services Specialist, [redacted] [redacted] has a Degree in Business Administration from the University of South Alabama, and has completed training and development activities to support her role as Director of Career Services. [redacted] has a Bachelor's Degree in Marketing with a Minor in Communications, as well as a Masters in Business Administration. As evidenced by the Student Activities printout (Exhibit E), both [redacted] and [redacted] provided a great deal of assistance in helping Complainant search for and obtain viable employment.

III. Conclusion

While Remington College is committed to assisting all of its graduates in finding viable employment related to their field of study, Remington College's primary focus is providing hands-on, career-focused training, and does not guarantee that all graduates will be able to secure employment after graduation. As set forth above and in the enclosed documents, Remington College took efforts to inform Complainant prior to enrolling that employment after graduation was not guaranteed. Furthermore, following his graduation, Remington College provided Complainant with job placement assistance and remains ready and willing to help Complainant secure viable employment. Consequently, Remington College denies any wrongdoing and respectfully requests that the Commission dismiss this complaint without further action.

As set forth in detail above and in the attached materials, Remington College has not committed any wrongdoing in this matter. Consequently, Remington College respectfully requests that this complaint be dismissed as expeditiously as possible. If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Senior Associate General Counsel

LM/DCN/jab
Attachments

ACCSC

Accrediting Commission of Career Schools and Colleges

2101 Wilson Boulevard, Suite 302
Arlington, Virginia 22201
Redacted by HELP Committee

www.accsc.org

June 3, 2010

U.S. POSTAL SERVICE
CONFIDENTIAL

[redacted]
1663 Hillcrest Rd., #291
Mobile, Alabama 36695

Dear [redacted]:

The Accrediting Commission of Career Schools and Colleges ("ACCSC") has concluded its review of your complaint against Remington College ("Remington") located in Mobile, Alabama.

On March 29, 2010, the Commission received your signed complaint form and narrative, which granted the Commission permission to forward your complaint to the school. The Commission sent a letter to the school that included a complete copy of your complaint and that requested information and documentation relative to the issues raised in your complaint.

In accordance with *Section VI, Rules of Process and Procedure, Standards of Accreditation*, the Commission thoroughly reviewed your complaint and the school's response and determined that Remington has demonstrated, through the submission of records and documentation, compliance with the ACCSC Standards of Accreditation. Specifically, in response to your allegation that the school did not provide you with appropriate and sufficient graduate employment assistance, Remington submitted documentation, including detailed student advising notes that displayed evidence of resume and job search assistance and contact between career services and you, which demonstrated that the school provided you with extensive graduate employment assistance. You may contact the school to inquire about further placement assistance.

Based on this review and determination, the Commission now considers this matter closed. Pursuant to *Section VI (A)(5)(e), Rules of Process and Procedure, Standards of Accreditation*, the issues subject to a complaint that the Commission has closed will not be subject to further review or consideration unless subsequent complaints against the school raise new issues or suggest a pattern of significant noncompliance with accrediting standards not evident from the Commission's initial review.

The Commission continues to monitor the school's compliance through reports and on site evaluations and other monitoring as deemed necessary in accordance with the *Rules of Process and Procedure, Standards of Accreditation*.

We will keep a copy of your complaint and the school's response on file. If you have any questions, please contact me directly at Redacted by HELP Committee or via email at Redacted by HELP Committee

Sincerely,

Redacted by HELP Committee

Analyst, Institutional Review and Development

c: Remington College – Mobile, Alabama

5-000132

CUSTOMER EXPERIENCE INFORMATION

[redacted]

[redacted]

The details of this matter are as follows:

Customer's Statement of the Problem:
Iwent to this school to get a education what I feel I got was taken for alot of money, they are saying Iowe them over 3 thousand dollars for only 3 weks of school,I didnt even complete one mod which is only, 2thosand, they said they would pro rate me I was first told it would be about 1,7500 when i got the bill, it was for 3,276.02.big difference. i withdrew from this school because i feel i was insulted by my teacher. i have to glasses to see. my eyesight I take very seriously. I almost lost my vision in my left eye due to a auto accident. so when your teacher in front of the class make fun of you not seeing the board he is writing on, is very hurtfull, not to say unprofessinal.i talk to my counselor she knew i was very upset.i that day could not bring myself to tell her. i did tell her at a later date.the teacher did call me, to say he was sorry if he offended me, a little to late. i dont know why anyone would want to go back to that classroom.i feel i couldnt. icant see paying that kind of money to be insulted.im not a trouble maker i just feel what happened was wrong.i have talked to alot of teachers, they cant believe he would do that.i have also talk to the board of education in cleveland.they dont any power over that college, but they did say i have a very good complaint against that teacher and that schooli would like to know if anyone else feels they have been taken by this school in one way or the other.

Desired Settlement:
to have that bill lowered, and see that those schools are watched alittle more carefully

November 24, 2006

**VIA FACSIMILE TRANSMISSION
AND ORIGINAL VIA U.S. MAIL**

Dispute Resolution Specialist
Better Business Bureau, Inc.
2800 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115-2408

Re: [redacted] v. Remington College – BCL, Inc. d/b/a Remington College - Cleveland West Campus (Case Number: 8035467)

Dear Ms.

Please be advised that I am in receipt of your fax to Remington College - BCL, Inc. d/b/a Remington College - Cleveland West Campus (hereinafter "Remington College"), enclosing the complaint filed by [redacted] (hereinafter "Complainant").[1] I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.[2]

Complainant, a former Remington College student, has filed this complaint regarding her enrollment and withdrawal from the Pharmacy Technician Program ("PT Program"). Complainant's primary complaint is that Remington College allegedly retained an unfair amount of tuition following her withdrawal. She also alleges that she one of her instructors deliberately "insulted" her during class.

---

[1] Please note that although the complaint was forwarded to Remington College's "Cleveland Campus," located at 1445 Broadway Avenue in Cleveland, Ohio, the Complainant actually attended Remington College's "Cleveland West Campus," located at 26350 Brookpark Road in North Olmstead. Regardless, please direct all future communications regarding this matter directly to me at the address listed on this letterhead.

[2] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

[illegible]
[illegible]

[redacted] *v. Remington College – Cleveland West Campus*
(Case Number: 8035467)

Remington College adamantly denies Complainant's allegations. Remington College retained exactly the amount of tuition mandated by the official policy of the state of Ohio. Accordingly, the calculations regarding the amount of Complainant's refund after her withdrawal were made pursuant to a policy adopted by the state, rather than any Remington College policy. Moreover, as detailed below, written documentation demonstrates that the refund policy at issue was explained in detail to the Complainant prior to her enrollment, and she acknowledged her understanding of the policy. Furthermore, Remington College asserts that there is no basis for Complainant's allegations that one of her instructors deliberately insulted her.

A. Background Information

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for new careers in fields including Business Office Management, Criminal Justice, Dental Assisting, Medical Assisting, and Pharmacy Technician. Complainant's first date of attendance at Remington College was September 21, 2009. Prior to completing her first module of study, Complainant informed Remington College that she wished to voluntarily drop out of the PT Program. Accordingly, on October 14, 2009, at Complainant's own request, she was officially withdrawn. At the time, she had not attended class since October 8. Complainant received grades of "W" or "withdrawn" for the three classes she had enrolled in for the first module. Significantly, as discussed in greater detail in Section "B" below, Complainant was in her third week of class – or stated differently, her "third week of obligation" – at the time of her voluntary withdrawal.

B. Response to Complainant's Allegations

1. *Remington retained exactly the appropriate amount of Complainant's tuition, pursuant to the official "Refund Policy" of the state of Ohio, following her voluntary withdrawal.*

Complainant's primary complaint is that Remington College allegedly retained an unfair amount of her tuition. She states "they are saying I owe them over 3 thousand dollars for only 3 weeks of school . . ." and states at the conclusion of her complaint that she would like to "have that bill lowered . . ."

The amount of Complainant's tuition retained by Remington College was not, however, an arbitrary amount. To the contrary, that amount was determined pursuant to a precise calculation specified not by Remington College, but by the state of Ohio. It is documented in writing that the state's refund policy, as well as the exact percentage of tuition that would be retained if Complainant dropped out during her third week, was explained to Complaint prior to her enrollment.

Specifically, on August 26, 2009, Complainant executed an "APPLICATION AND ENROLLMENT AGREEMENT," ("Enrollment Agreement"), a copy of which is attached hereto as "Exhibit A." Included within the signed Enrollment Agreement is Complaint's written acknowledgement of explanation and understanding of numerous policies. The Enrollment Agreement specifically includes Complainant's written acknowledgement that she read the "TUITION REFUND POLICY AFTER THE STUDENT IS ACTIVATED AND SUBSEQUENT WITHDRAWAL," as indicated by her initials on the bottom of page "3 of 12."

Additionally, page "4 of 12" of the Enrollment Agreement specifically sets forth, under bold and underlined lettering, the "**Ohio State Refund Policy Table.**" That "policy table" specifically makes clear that if a student withdraws "***[d]uring the third calendar week*** of the period of obligation," then "***the student owes***"***"75% of the period tuition cost plus fees.***" *See*, "Page 4 of 12" of Exhibit "A" (*emphasis added)*. At the bottom of "page 4 of 12," Complaint placed her initials and the date directly below conspicuous, bold lettering that states the following:

> **"The Student hereby warrants that the Student has reviewed the "Exit Calculation and Tuition Refund Policies" section of this Agreement, and has had an opportunity to have the refund policy explained prior to executing the "Confirmation of Enrollment" section of this Agreement, and that the Student has no questions regarding these refund policies."**

Additionally, at "page 10 of 12" of the Enrollment Agreement, the following is stated, in bold, conspicuous language:

> **"The Student acknowledges by execution of the "Confirmation of Enrollment" section of this Agreement that the Student:**
>
> ...
>
> **3) Had a reasonable opportunity to review this Agreement and the Campus Catalog;**
> **4) Read and understands this Agreement and the Campus Catalog;**
> **5) Reviewed this Agreement with the Campus Representative prior to the execution of this Confirmation of Enrollment;**
>
> ...
>
> ***9) Had the refund policies set forth herein explained to the Student;***
> ***10) Had a general understanding of the refund policies or has had the opportunity to ask questions about the refund policies to gain such understanding;***
> **11) Had an opportunity to ask any questions about this Agreement and the Catalog;**

12) Has no further questions and that the Student, being an adult person, has a sufficient understanding of the terms of this Agreement and the Catalog. .
13) Was advised by1 the Campus Representative not to execute this Agreement if the Student had any outstanding/unanswered questions about any of its provisions;"4

(Emphasis via underlining and italics added).

On "page 11 of 12" of the Enrollment Agreement, Complainant signed and dated the document, demonstrating her acknowledgment of all these statements. *See*, "Exhibit A".

When Complainant voluntarily withdrew from the PT program following completion of her third week of school, Remington College retained the exact percentage of tuition mandated by the state of Ohio's official "Refund Policy." Specifically, Complainant's total tuition for her "first payment period," or "the period tuition," was $5,646.81. *See*, ""Refund Calculation Spreadsheet," attached hereto as "Exhibit B". As referenced above, the state of Ohio's "Refund Policy" explicitly states that a student will owe "75% of the period tuition plus fees" when he or she withdraws "[d]uring the third calendar week of the period of obligation." The relevant "period tuition" is the first quarter of the PT program. Seventy-five percent of Complainant's tuition for the "period tuition" is $4,235.11 (seventy-five percent of $5,656.81). The exact amount of Complainant's tuition retained by Remington College, as demonstrated by the breakdown in "Exhibit B," was the seventy-five percent of the period tuition, plus her "application fee" of fifty dollars, for a total of $4,285.02[1].

This amount of retained tuition was also the exact percentage of tuition that Remington College explained would be retained should Complainant drop out after her third week, prior to Complainant enrolling in the program. Moreover, the policy that determined that amount is not a Remington College policy, but a policy implemented by the state of Ohio. Accordingly, there is no basis for Complainant's allegations that Remington College improperly retained an unfair amount of her tuition.

2. *There is no merit to Complainant's contention that a Remington College instructor deliberately insulted her during class.*

Complainant's other allegation is that the entire reason she withdrew from Remington College's PT program is because she "feel[s] like I was insulted by my teacher." She specifically claims that the "teacher" made fun of her poor vision "in front of the class." Remington College asserts that this allegation is likewise without merit.

Although Complainant does not provide the name of the "teacher," Remington College has determined that the instructor at issue is [redacted] According to the faculty and staff at

[1] There is an additional minor adjustment to this total, in the Complainant's favor, of nine cents. The adjustment rectifies an issue caused by automatic rounding of numbers within the system that tracks the tuition.

Remington College, [redacted] is a well-respected instructor who is also well-liked by his students. He has taught since 2004, when Remington College first began its PT Program at the Cleveland West location.

[redacted] denies that he made any statements that were intended to deliberately insult, offend, or embarrass Complainant. He also expresses shock and dismay that anything he said to Complainant would have "insulted" her, particularly to the extent that she would feel compelled to drop out of school altogether. As admitted in Complainant's own complaint, once Mr. Mathis learned, to his surprise, that Complaint claimed he had "insulted" her, he made an effort to reach out to Complainant and discuss the situation. However, Complainant refused to speak with him.

[redacted] states that he does remember a class period during which he made mention of Complainant's eyeglasses. However, he adamantly contends that he did not in any way make fun of Complainant's vision, or insult her. To the contrary, he explains that his comments regarding poor vision were at his own expense, and were meant to be self-deprecating.

Specifically, [redacted] was explaining some of the math calculations when he noticed that Complaint seemed focused on her paperwork, rather than on the calculations he was demonstrating on the board. He suggested that she should follow his work, instead of focusing so intently on her paperwork. It was then that he noticed the Complainant was using two different pairs of glasses – one to look at the board, and one to look at her own paperwork.

[redacted] asked "oh, you have two pairs of glasses?" to which Complainant replied "yes." [redacted] then stated "*I* was born cross-eyed and used to be blind as a bat." He explains that he often "makes fun" of ***himself*** by using such self-deprecating humor as a way to "lighten the mood" in his classroom and make his students feel more at ease. He has made jokes in the past, at his own expense, about his "large feet," his "large head," and about his own poor vision.

According to [redacted], none of the students in the classroom laughed when he made the comments about ***his own*** poor vision. More significantly, the Complainant herself did not complain at the time about his self-deprecating comments, or react in any way. In fact, immediately after the very class session in question, Complainant approached [redacted] for guidance and advice. She told [redacted] that she was "stressed out" and "tired," and expressed feeling overwhelmed by the math involved in the PT program. [redacted] tried to reassure Complainant, stating that "we can get through it."

At this point, Complainant began crying. [redacted] again attempted to reassure her, telling her that if she would just relax and not get stressed out about the math aspect of PT, he could help her out. He even volunteered to make extra time outside of class to help her. [redacted] also reassured Complainant that things were not as bad as they seemed, and that she was doing better than she thought in his class. It was shortly after this conversation that Mr. [redacted] learned Complainant had dropped out of the PT program.

Significantly, Complainant never complained to Mr. [redacted], or to any member of the Remington College administration or faculty, regarding the perceived "insults." In fact, when Complainant informed her advisor, [redacted] that she was going to drop out, she initially stated that the reason was that she was frustrated and overwhelmed. Complainant told [redacted] that she could not handle juggling her job and school, and that she had no time to study.

It was not until a day later that Complainant called [redacted] back to change her story and claim that the reason she dropped was that she was supposedly insulted by [redacted]. When [redacted] was advised of this, he was stunned. Although he did not believe he had done anything to insult Complainant, it bothered him that a student would even make such an assertion. He immediately called Complainant and left her a voice mail message offering to discuss the situation. He stated in the message that he did not know what she meant when she said he had "insulted her," but that he wanted to "clear the air." Complainant never returned his call.

Based on the foregoing, Remington College contends that the instructor at issue did not deliberately insult or offend Complainant. Moreover, Complainant did not report the alleged insult to faculty or the administration, or make any effort to resolve the perceived insult, or to have it addressed prior to dropping out of the PT program. When Complainant did drop out, she initially provided other reasons for her withdrawal that had nothing to do with [redacted]. Even if Complainant did have some valid basis for feeling that she had been insulted, she refused to return [redacted]' call when he made it a point to reach out to her in an attempt to "clear the air." Accordingly, Remington College adamantly denies that Complainant has a legitimate basis for claiming that her instructor deliberately insulted her, and also denies that the perceived "insult" was a legitimate reason for her dropping out of the PT program.

C. Conclusion

As set forth above, Remington College denies that there is any basis for Complainant's allegations that the amount of her tuition retained was inappropriate, or that Complainant did not understand the basis for that calculation. Remington College likewise denies that Complainant's instructor deliberately insulted her. Consequently, Remington College respectfully requests that this complaint be dismissed in its entirety.

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

5-000147

02/16/2010 15:56 6139357415 REMINGTON COLLEGE PAGE 03/03

Page 1 of 1

Redacted by HELP Committee

From: [redacted]

Sent: Wednesday, February 03, 2010 11:05 AM

To: Redacted

Subject: Remington complaint

Redacted by

I am writing this email to you in regards to a complaint I'd like to submit against Remington College located in Tampa, Florida. During the third quarter I attended, we had a teacher that did not teach us the course material and instead, would complete her own homework for her school at the back of the class while a test engine was put up on the projector for the class to go through. This lasted most of the quarter; the class was Vista Operating Systems. I wasn't so much worried about this class because it was, after all, Vista; an operating system I know will one day soon, more than likely be obsolete. Even though I should have complained about this, I didn't. The next semester was on Server 2003 operating systems. These classes were on Monday, Tuesday and Thursdays from 6pm-11pm. Apparently, during this course, the teacher had won a chance to go on the game show "Who wants to be a millionaire", (http://www.usforacle.com/usf-grad-wins-big-on-who-wants-to-be-a-millionaire-1.1870116). Though this fact (going on a game show) is irrelevant, it does help to answer why he was not in class for 5 weeks and didn't bother to come back again accept for one more time before quitting (apparently he won $25,000). While he was playing on this game show, my classmates and I struggled with the situation of not having a teacher, dealing with several teachers, or having one not come in till 6:30 and leave at 9pm to teach another class (these teachers that would come in were fill-ins from other classes they were teaching). Sometimes, there wouldn't be a teacher until 8pm, then would not teach us on Server 2003 Operating Systems and would often teach us things that had nothing to do with this operating system, sometimes not teaching us at all but just "babysitting", doing unrelated things on their laptops. I would have to say that I have not benefited at all from this class and would like to push for a refund of this class only. I had many problems with this school and the Director of Education [redacted] was fully aware of these problems, as I and other classmates had expressed to him. I recall him coming into the class to fill in and he taught on the basic concepts of "networking", however, keep in mind that this class was for Server 2003 and not only this, he gave us 3 chapters of a book on networking that had nothing to do with Server 2003. All of this concerned me because I knew that not only was I not learning anything about Server 2003, we would have to take a final exam on this class. At the end of this class, we were given a 600 question study guide and were told that the questions would come from them. On the last day of class, which was yet another teacher making him the 6th teacher we had before the class was over, part of the final exam was cleaning the classroom, which was part of the grade. After all of this, I decided that I would benefit from attending Remington, also losing the money I'd spent taking that class and decided on going to another school which I did, transferring to DeVry University. I would also mention the hard time I had getting what I needed from the school to transfer with (transcript).

If you'd like to ask more questions about this email, please contace me at:

[redacted]

Sincerely,

[redacted]

2/3/2010

Education America, Inc.
Document 10, Page 1

March [illegible], 2010

VIA E-MAIL TRANSMISSION AND
ORIGINAL BY UNITED STATES MAIL

Redacted by HELP Committee Redacted

Florida Department of Education
Commission for Independent Education
325 W. Gaines Street, Suite 1414
Tallahassee, FL 32399-0400

Re: [redacted] v. Tampa Campus, Inc. d/b/a Remington College – Tampa Campus ("Remington College") (Complaint Number: 1308)

Dear Redacted by HELP Committee

The purpose of this correspondence is to confirm our recent conversations regarding the above referenced matter, to advise you that the matter has now been successfully resolved via an amicable settlement with the complainant, [redacted] and to obtain confirmation that the Florida Department of Education now considers the matter closed.

On March 2, 2010, I advised you that we had resolved the above referenced complaint via settlement, and that I was in the process of preparing a formal settlement agreement. Accordingly, you advised that you would extend the deadline for Remington College to respond to the complaint until March 12, and that no response would be necessary if the settlement was confirmed by that time. After we spoke, I provided a proposed "Settlement and Release Agreement" ("the Agreement") to [redacted] and requested that he please review and then sign the document if he was agreeable to the terms therein. I have now received the signed agreement from [redacted], thereby confirming that a settlement between the parties had been reached. The agreement has also been signed by the appropriate Remington College representative. My understanding is that you do not require a copy of the Agreement.

A condition of the settlement was that [redacted] formally withdraw his complaint with the Florida Department of Education. On or about March 3, [redacted] transmitted an email directly to you confirming that he had agreed to settle his complaint, and that he "would like to withdraw [his] complaint to the Florida Department of Education at this time." [redacted] provided me with both an electronic and hard copy of this email he sent to you withdrawing the complaint. For your convenience, I am enclosing a copy of that email from [redacted].

I am in the process of completing the necessary actions to finalize the terms of the settlement agreement which has now been fully executed by all parties. It is anticipated that

Education America, Inc.
Document 10, Page 2

5-000149

[redacted] v. *Remington College – Tampa Campus*
(Complaint Number: 1308))

these actions will be accomplished within approximately the next week. We will, of course, provide [redacted] with a copy of the fully executed Agreement.

At this juncture it is my understanding that that Florida Department of Education considers [redacted] complaint to have been formally withdrawn, and therefore it is unnecessary for Remington College to provide any response to that complaint. It is further my understanding that the Department will now consider the matter closed, due to [redacted] withdrawal of the complaint, as well as to the settlement reached between the parties.

If any of the foregoing is not to your understanding, or if there is any need to discuss these matters further, please contact me immediately. Thank you for your time and your attention to this matter.

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at Redacted by HELP Committee

Respectfully submitted,

Redacted by HELP Committee

Associate General Counsel

SDD/jab
Enclosures

Cc: [redacted] (Via email and U.S. Mail)

5-000150

In an email sent to the Department of Education, dated Wed, March 3, 2010 @ 7:18pm:

Amy Lefstead,

I have spoken with Scott Danahy from Remington College and we have aggreed to settle my complaint with a compensation of:

Refund for the Server 2003 class
Balance of $958 to Remington

Therefore, I would like to withdraw my complaint to the Florida Department of Education at this time.
Thank you for your assistance Amy.

Sincerely,

[redacted]

Better Business Bureau of West Florida, Inc.

COMPLAINT ACTIVITY REPORT Case # 67114976

Consumer Info: [redacted]

Business Info: Remington College
2410 E Busch Blvd
Tampa, FL 33612-8410
Redacted by HELP Committee

Location Involved: (Same as above)

Consumer's Original Complaint :
Between June 2000 until August of 2002 this institute had instructors that did not have enough credentials to teach. The instructors at that time did not carry any type of educational degree. Each student was lead to believe that the institution and its instructors were well educated and knowledable of thier teachings. Speaking in general with the Electronic and Computer Engineering department, several instructors were trying to instruct the students. Once, that it was identified that the teacher did not have the credentials to teach they replaced the instructor with other creditable instructors. By then alot of students were in the middle of the curriculm and unsure whether they were provided with a fair education. To make it more of a burden, the instructor that was replaced yes had his credentials to teach, but he could not speak the english language properly. (He was from Russia) He explained to the class that his english was terrible and that alot of information will be written on the board. This was a burden towards everyones education.
No information was given in reference to loans, cost of tuition per semester. When asked for specific documents, they could not provide them because it was 'ceased' as they stated for all these years.

Consumer's Desired Resolution:
I am seeking a reimbursement from all the monies paid towards this institution. I feel that a reliable education was not provided. Instructors and the financial aid departments were deceitful.

BBB Processing

05/22/2008	web	BBB	Case Received by BBB
05/22/2008	CLP	BBB	Case Reviewed by BBB
05/22/2008	Otto	MAIL	Notify Business of Dispute
06/04/2008	WEB	BBB	RECEIVE BUSINESS RESPONSE : Contact Name and Title: Jeremy Hertz, Assc. Gen C

Contact Phone: Redacted by HELP Committee
Contact Email: Redacted by HELP Committee
Dear Mr. Redacted by H

We are in receipt of your correspondence dated May 23, 2008, regarding the above-referenced customer. Remington College's goal is always to provide its customers with a high-quality and cost-effective education and is willing to work with any customer that believes they have not received the requisite level of quality in the education provided by Remington College. However, in this matter, it is unclear why [redacted] waited almost six (6) years to file her complaint regarding the education she received from Remington College. Due to such delay, it is difficult for Remington College to adequately respond to the allegations. Specifically, the sections of employee files which would be helpful in this matter (i.e. resumes, job applications, etc.) are only kept for three (3) years after an employee's separation of employment. Further, even if Remington College maintained such files, Ms. [redacted] fails to provide the names of any of the instructors she alleges were unqualified to teach in the program so that Remington College could review their records. Notwithstanding Ms. [redacted] lack of specificity as to the names of the instructors, none of the instructors employed in Ms. [redacted] Electronics and Computer Engineering Technology program have been employed at Remington College for at least three (3) years and as such, the unnamed instructors Ms. [redacted] references no longer have employee files for purposes of analyzing their educational credentials. Without such information, it is nearly impossible for Remington College to factually respond to Ms. [redacted] allegations.

It is important to note, however, that Remington College must maintain specific licensing and accreditation requirements by state and national bodies to continue to provide academic instruction in the state of Florida. Included within these licensing and accreditation requirements are strict requirements of instructor educational qualifications. Remington College is consistently subjected to relicensure/reaccreditation procedures that require them to verify the levels of education by the instructors they employ. Failure to do so will result in sanctions, up to and including withdrawal of licensure and accreditation. Although Remington College is unable to specifically address Ms. [redacted]s complaint due to the lateness of her filing, it is indisputable that Remington College would be unable to retain several instructors below the levels required by state and accrediting body requirements and still maintain its ability to provide academic instruction in the state of Florida. To that end, Remington College has continually operated throughout the time of Ms. [redacted] complaint until the present, undergoing numerous relicensing/reaccreditation submissions along with several on-site analyses of its educational faculty and curriculum. At no time was Remington College sanctioned for failure to employ faculty with proper educational credentials.

In conclusion, Remington College wants to make it very clear that this is not an attempt to be evasive in any way regarding Ms. [redacted] complaint. As noted above, these allegations are, at a minimum, almost six (6) years old, and at the maximum, almost eight (8) years old. Remington College adamantly denies the allegations have any merit as educational credentials are closely monitored by state and accrediting bodies. However, Ms. [redacted]s delay in complaining has created Remington College's inability to properly address these issues by providing documented evidence of such fallacies, as company policy provides for the disposal of employee files three (3) years after separation of employment, leaving no documentation to factually refute her claims.

JUN 19 2008 08:09 FR   TO 18009325613   P.03/03

5-000169

Once you have had a chance to review our response to Ms.[redacted] complaint, please feel free to contact me directly at 407-562-5584 at any time to discuss any concerns or questions that you may have regarding this matter.

Regards,

Redacted by HELP Committee

Associate General Counsel

Remington Administrative Services, Inc.

06/05/2008 **NBB** **EMAIL** Forward Business response to Consumer

06/13/2008 **WEB** **BBB** BBB REVIEWS CONSUMER REBUTTAL TO BUSINESS RESPONSE : (The consumer indicated he/she DID NOT accept the response from the business.)

The above school Remington College, formely known as Tampa Technical Institute has failed to address any of the complaint in hand. It is no question that several years has past. But, If you don't get straight answers, continue to ratchet up to higher levels of the organization until you get the information. There should be no secrets on the information needed. I have tried to obtain answers from several different factors and because no documentation was provided this matter needs to be addressed.

I would like to start of by stating that this institution was closed temporarily on Tuesday December 4, 2001 by the US Department of Education. Teachers and students at the Busch Boulevard campus were prevented from entering the building Tuesday morning while federal investigators searched for documents. At this time, the financial aid department before and after this date could not provide any documentation concerning a students financial aid status. I was not aware of the amount of grant, loans, and payments that were disbursed to the school. The payments that were made to the school did not reflect towards my loans with Sallie Mae. I began to dispute the amounts with Sallie Mae and was told the school should provide information on the grants that was given. The school was not able to provide any documentation of that sort. Each quarter different amounts were being disbursed without my knowledge. Payments were not being applied towards the interest of my loans. (I have reciepts of monies I have given to Tampa Tech to be applied towards the loans.) Needless to say, everything became a burden to the students. When asked to provide documentation of the grants applied towards the tuition, it could not be provided at that time. _

As far as the instructors that provided the majority of my unscrupulous cunning education, they did not carry the credentials to teach. To start of [redacted] who was the first (1) quarter instructor on July 2000 for Electronic and Computer Engineering has explained to the students upon his termination that he did not carry enough credentials to teach. This was not known until after the fourth quarter was finished. Another instructor by the name of [redacted] who was a former military veteran, did not carry a high enough education to teach. He after completing his fourth quarter class was asked to serve as a teachers assistant until he could obtain his credentials to teach. Now, by the fifth quarter a lot of changes have been made with the instructors. The previous fifth quarter instructor was replaced by a Russian instructor who could not speak the english language well. But, he obviously was educated or had the credentials to teach. Complaints were made to the dean of Electronic and Computer Engineering about the instructors and the drastic changes but ignored.

Now, none of these allegations are not a figment of my imagination. I am aware that several years has past but I am also aware that because of all the documentation that were seized on December of 2001 employee time book/cards and accounts payable ledger and schedules should be kept for up to ten years. This school has not provided us the students with a creditable education nor have they been able to explain any of the financial aid matters.

06/13/2008 **BJB** **MAIL** Forward Consumer Rebuttal to Business

** TOTAL PAGE.03 **

5-000263

[redacted] [redacted]

April 11, 2007

[redacted]
Campus President
Remington College
Fort Worth Campus
300 E. Loop 820
Fort Worth, Texas 76112

Delivered via U.S. Certified Mail, Return Receipt Requested #: 7005 2570 0001 8180 3119 and U.S. First Class Mail

[redacted]
President
Remington College
2410 East Busch Blvd.
Tampa, Florida 33612

Delivered via U.S. Certified Mail, Return Receipt Requested #: 7005 2570 0001 8180 3089 and U.S. First Class Mail

Re: **Notice of Complaint and Claim of [redacted] against Remington College under the Texas Deceptive Trade Practices Act (DTPA)**

Dear [redacted]

Be advised that the undersigned attorney, [redacted] P.C. has been retained to represent [redacted] in an action against Remington College as set out herein.

FACTS

In 2005, [redacted] was considering becoming a certified pharmacy technician, and obtaining a pharmacy technician's license with the State of Texas. Accordingly, in August of that year, [redacted] attended an informational meeting at Remington College ("Remington") concerning a pharmacy technician course of study. At that meeting, and in subsequent meetings with Remington personnel, Remington represented to [redacted] that it offered a pharmacy technician program that would provide her with the knowledge and skills necessary to prepare her for a career as a pharmacy technician. Remington also represented to [redacted] that upon completion of the pharmacy technician program, she would "become eligible" to take the national Pharmacy Technician Certification Exam ("PTCB") and would become certified in CPR by a national organization.

Additionally, Remington represented to [redacted] that its faculty had the knowledge, skills, credentials and training necessary to teach pharmacy technician courses. Remington further told [redacted] that upon completion of her courses, Remington would provide her with additional training in an externship program with a retail or hospital pharmacy. Remington also represented that upon completion of the courses of study, it would assist [redacted] in finding employment with a pharmacy or hospital.

Based on these and other representations made to [redacted] by Remington, [redacted] enrolled in Remington's pharmacy technician program. [redacted] obtained grants for financial assistance and obtained personal loans of at least $6,625.00 at 7.14% interest rate to finance the remaining balance of the tuition. [redacted] began her courses on or about August 22, 2005.

As her course of study progressed, [redacted] realized that Remington had made numerous misrepresentations and omissions to her regarding its pharmacy technician program, and failed to perform its obligations to [redacted] to provide her with competent instruction. Such misrepresentations, omissions and failures to perform include, but are not limited to, the following:

1. Falsely representing that a pharmacy technician program of the type offered by Remington was a prerequisite for becoming a certified pharmacy technician.

2. Representing that Remington's faculty possessed the knowledge, skill, training and credentials to teach the courses in the pharmacy technician program, when this was in many instances not the case.

3. Providing incompetent faculty unfamiliar with the course materials and unable to answer even basic questions about the material. In many instances, faculty members did not know the answers to exam questions, and gave passing grades without even checking to see if exam questions were answered correctly.

4. Representing that a certain number of lecture hours and laboratory hours would be provided for courses, and for many courses, failing to provide the represented amount of lecture and laboratory hours. In some classes, no lecture or laboratory hours were provided at all. Rather, instructors merely sat at a desk during class and expected the students to study the book on their own.

5. Representing that the pharmacy technician program would adequately prepare students to take the PTCB, when it in fact did not.

6. Representing that the pharmacy technician program would include a meaningful externship with a hospital or pharmacy when this was not the

case. As her "externship", a faculty member found [redacted] a job at a pharmacy where she did nothing but shuffle papers and drop medications in a bin.

7. Representing that Remington would provide career assistance and help in finding a job when it did not.

8. Representing that a competent CPR instructor would be provided, when the instructor in fact provided completely inadequate training, failed to give a required written exam and falsified records so that students would receive a CPR card.

Be aware that this is not an exhaustive list of misrepresentations, omissions and failures to perform by Remington, and this list may be supplemented at a later date.

GROUNDS FOR DTPA ACTION

Under Texas law, Remington is liable to [redacted] for making misrepresentations and omissions regarding the pharmacy technician program, and for breaching its obligations to [redacted] regarding that program. Remington's conduct constitutes a breach of contract, and a violation of express and implied warranties given as part of the transaction between [redacted] and Remington. Further, such conduct is violative, among other things, of Sections 17.46 (b)(5), (7), (9), (12) and (24), and Section 17.50 of the Texas Business & Commerce Code, Texas Deceptive Trade Practices – Consumer Protection Act (DTPA). In addition, Remington committed such conduct knowingly and intentionally.

DAMAGES

Demand is hereby made that within sixty (60) days of the date of receipt of this letter, Remington pay the following damages incurred by [redacted] as a result of Remington's conduct as described above:

i.) $6,625.00 at 7.14% interest beginning on or about August 22, 2005 in economic damages;

ii.) $5,000.00 in mental anguish damages; and

iii.) $2,500.00 for expenses, including attorney's fees.

This demand is made in the spirit of compromise, and is intended as a good faith effort by [redacted] to resolve this potential litigation quickly and on reasonable terms. However, if payment is not received as requested above, [redacted] has authorized this firm to file suit against you for all appropriate remedies under the DTPA. In such a suit, [redacted] would expect to recover economic damages, mental

5-000266

anguish damages, prejudgment interest, court costs, attorney's fees and additional damages.

Furthermore, be advised that under the DTPA an award of court costs and reasonable and necessary attorney's fees is **mandatory** should our client prevail. Damages also for mental anguish and up to **three times** the amount of economic damages may be awarded at trial if the aforementioned conduct is found to have been committed "knowingly", once more, if the aforementioned conduct is found to have been committed "intentionally", our client may recover up to three times the amount of damages for **both** mental anguish and economic damages.

[redacted] reserves the right to pursue any other available remedies, including filing complaints with appropriate state and federal governmental agencies.

Please respond immediately and in writing to this demand letter, and forward it to your insurance carrier for review. If you have any questions or need additional information, please feel free to contact me or have your attorney do so. Do not contact [redacted] either orally or in writing.

YOUR IMMEDIATE ATTENTION IS EXPECTED.

Sincerely,

Redacted by HELP Committee

[redacted]
Attorney for [redacted]

WBC/wbc

Cc: Client's File

[redacted] *via U.S. Regular Mail*

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between Remington College – Tampa Campus, Inc. d/b/a Remington College – Fort Worth Campus (the "Company") and [redacted] ("Student"), (collectively, the "Parties").

Recitals

WHEREAS, Student enrolled in and graduated from the Company's Pharmacy Technician Program;

WHEREAS, a dispute has arisen between Student and the Company regarding the educational services provided to Student during her enrollment in the Company's Pharmacy Technician Program;

WHEREAS, the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. Subject to Student's compliance with the terms and conditions of this Agreement, the Company agrees to:

(a) Issue a check payable to Student in the amount of [redacted] relative to her enrollment in the Company's Pharmacy Technician Program and her pharmacy technician certification examination; and

(b) Issue a check payable to Student's attorney, [redacted], in the amount of [redacted] for attorney's fees and costs

Student and Student's attorney understand and agree that they will be solely responsible, and indemnify and hold the Company harmless, for and from any and all tax obligations/liabilities associated with the consideration set forth above in this Paragraph 1

2. Release of Claims. In consideration for the agreement of the Company to provide Student (and Student's attorney) the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers, employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below) and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the "Released Parties") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to

Student's enrollment in the Company's Pharmacy Technician Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, or (d) any violation of or failure to comply with any public policy connected in any way with Student's affiliation with the Company, the Company's Pharmacy Technician Program or any of the Affiliated Companies.

The term "Affiliated Companies" means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

3. <u>No Other Claims</u>. Student represents and warrants that she has no disputes against the Company or any of the Affiliated Companies, aside from the dispute referenced above in this Agreement. Additionally, Student represents and warrants that she has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies or any court, judicial body or other entity relative to any disputes she may have or have had with the Company, any of the Affiliated Companies or relative to her enrollment in the Company's Pharmacy Technician Program.

4. <u>No Enrollment/Re-Enrollment</u>. Student represents and warrants that she will not apply for or enroll in any program offered by the Company or any of the Affiliated Companies.

5. <u>Confidentiality</u>. Student acknowledges and understands that the terms of this Agreement and Student's settlement with the Company are strictly confidential, and Student warrants and represents that neither she nor her agents will reveal to any person or entity (except for Student's attorney, tax consultant or immediate family members, subject to their agreement to keep the terms of this Agreement and/or Student's settlement with the Company confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant or immediate family members will constitute a breach by Student as if Student had committed the breach.

6. <u>Non-Disparagement</u>. Student warrants and represents that she will not, directly or indirectly, herself or through any other person or entity, make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Company's Pharmacy Technician Program.

7. <u>Non-Solicitation</u>. Student agrees not to, directly or indirectly, herself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any current or former student of the Company or any of the Affiliated Companies: (a) to drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the

Company, any of the Affiliated Companies, or the Company's Pharmacy Technician Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies or any other entity against the Company or any of the Affiliated Companies; or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

8. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligation to pay any amounts owing to Student pursuant to Paragraph 1 of this Agreement shall immediately cease, and Student shall immediately be obligated to pay the Company an amount equal to any monies paid to Student or paid to others on Student's behalf (*e.g.* Lenders). Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction prohibiting any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

9 Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 7, Student and the Company agree that any and all claims, disputes, or controversies, whether in contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

10. Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supersedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to Student's enrollment in the Company's Pharmacy Technician Program.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The Company and Student agree that the venue for all arbitrations shall be in Ft.Worth, TX, unless otherwise mutually agreed upon in writing by the Parties.

5-000270

Settlement and Release Agreement
Remington College – Fort Worth Campus/[redacted]
Page 4 of 4

Executed and entered into this 5 day of July, 2007

Student

[redacted]

SSN: [redacted]
DOB: [redacted]

State of Texas)

County of Tarrant)

I, the undersigned Notary Public, certify that this Settlement and Release Agreement was executed before me by [redacted] known to me personally (or) who produced the following as verification of her identity: **Type:** TX DL ; **Number:** 13272121 .

Redacted by HELP Committee

Student's Attorney

[redacted]

Company

[redacted]

062807

Education America, Inc.
Document 12, Page 8

CUSTOMER EXPERIENCE INFORMATION

[redacted]

Daytime Phone: [redacted]
E-mail: [redacted]

The details of this matter are as follows:

Billing or Collection Issues

Customer's Statement of the Problem:
In 2007 I enrolled in Remington for the Billing and Coding classes. When I first went there to sign up the woman told me the their success rate was at 96 percent of the graduates would get jobs. During the first part of the school semister, everything was fine. The second semister we were pretty much without a certified coding teacher to get us through the end, because the original teacher became sick and had to quit. We eventually graduated and the person in charged of helping find jobs that were not listed on the internet or the papers kept sending me to places the really wanted people with at least 1 to 2 years experience. I went to temporary agencies and they could not find me anything to at least get my foot into the door. The few girls that I associated with during school said they were pretty much hired because the had alittle background in the insurance business, where I do not. It's pretty disheartening to think I have to pay back all this money for the next 20 years for something that I cannot even get a career in. This ordeal has financial strapped me and I have to rely on a job that really doesn't pay much. I would like to see some resolve to this problem.

Desired Settlement:
Either to be refunded what I have already paid or for them to help me find a position in the field I went to school for. This complaint is against the North Olmstead Remington College.

5-000299

May 7, 2010

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION

Redacted by HELP Committee
Trade Assistant
Better Business Bureau, Inc.
2800 Euclid Avenue, 4th Floor
Cleveland, OH 44115-2408

Re: Response to Complaint filed by [redacted] *against Remington College – Cleveland West Campus (Complaint ID 8171991)*

Dear Ms. Redacted by HELP Committee

Please accept this statement and attached exhibits on behalf of Remington College – BCL, Inc. d/b/a Remington College – Cleveland West Campus ("Remington College") for consideration in your review of the above-referenced complaint filed by [redacted] ("Complainant").

Here, Complainant claims that Remington College has not helped her secure employment after graduation, despite allegedly being provided assurances to the contrary prior to enrolling. After investigating these allegations, Remington College has concluded that Complainant's allegations are unfounded, and upon review of this position statement, Remington College is confident you will reach the same conclusion.

By way of background, Remington College is a private, post-secondary, career-based educational institution that offers both degree and non-degree (diploma) programs of study intended to provide students with the education and training needed to help prepare them for entry-level positions in a variety of career fields including, but not limited to, business, computers/information technology, criminal justice and health sciences/allied health

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Please note that this statement and enclosed materials include confidential information not to be disclosed without the written approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement and enclosed materials are submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, and is not intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement and enclosed materials, Remington College in no way waives its right to present new or additional information at a later date for submission or clarification. Moreover, in responding to this complaint, Remington College does not waive, and instead expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

Response to Complaint filed by [redacted] *against Remington College – Cleveland West Campus (Complaint ID 8171991)*

Complainant enrolled in Remington College's Medical Insurance and Coding Diploma Program on or about November 8, 2006. While Remington College focuses on providing students with hands-on, career-focused training, and offers job placement assistance to its students/graduates, it does not guarantee that employment for any student or graduate. To the contrary, Remington College provides numerous notices to prospective students to make them aware prior to enrollment that employment is not guaranteed after graduation. More specifically, prior to enrolling, Complainant signed a Student Disclosure Form, which clearly states in the "Placement" section (next to Complainant's initials) as follows:

> Remington College is committed to the success of its students. The school provides on-going placement assistance to its graduates. That includes assistance with resume preparation, interviewing techniques, and networking with area employers. Because the majority of a hiring decision is based on the candidates' personal and professional skills, the school cannot guarantee employment. ***I have not been guaranteed employment by any employee of the school.***

(*See* Student Disclosure Form, attached hereto as Exhibit A). In addition to the Student Disclosure Form, Complainant signed a "Student Success Information Form," which provides Remington College's annual graduate placement percentages. With respect to the Medical Insurance and Coding Diploma Program, in which Complainant enrolled, there is no data listed, but rather, it states, "For the programs noted, there were no students that started, that could have subsequently graduated, or have been placed during the reporting period." (*See* Student Success Information Form, attached hereto as Exhibit B). Still further, Complainant acknowledged by her signature on the "Acceptance Interview Form" that she understood that "graduation is not a guarantee of job placement." (*See* Acceptance Interview Form / Item # 7, attached hereto as Exhibit C).

During her enrollment, Complainant was a good student and maintained good attendance, and she graduated on or about September 26, 2007. Since that time, Remington College's Career Service Department has: (1) provided Complainant's resume to numerous employers; (2) notified Complainant of numerous job leads and/or interview opportunities; (3) informed Complainant of a career fair; and (4) assisted Complainant with updating her resume. Additionally, when Complainant advised that she was concerned because she didn't have any in-field work experience, she was advised to stress and explain in detail the practical, hands-on training and externship she completed during her training at Remington College, when interviewing with employers who are seeking experienced workers. Furthermore, there were instances when Remington College employees were unable to get in touch with Complainant, as sometimes her phone would just ring (no answering machine/voicemail) and/or Complainant's email had changed (as evidenced by the new email address listed in the complaint. Remington College is concerned that it its employees had difficulty reaching Complainant at times, that employers may have had difficulty reaching her as well.

While Remington College is committed to assisting all of its graduates in finding viable employment related to their field of study, Remington College does not guarantee that all

5-000301

Response to Complaint filed by [redacted] against Remington College – Cleveland West Campus (Complaint ID 817991)

graduates will be able to secure employment after graduation. As set forth above and in the enclosed documents, Remington College took efforts to inform Complainant prior to enrolling that employment after graduation is not guaranteed. Furthermore, following her graduation, Remington College has provided her with job placement assistance and remains ready and willing to help Complainant secure viable employment. Consequently, Remington College denies any wrongdoing and respectfully requests that the Bureau dismiss this complaint without further action.

If you should have any questions, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at [redacted].

Respectfully submitted,

[redacted]

DCN Inc
Enclosures

Better Business Bureau of the Mid-South

COMPLAINT A[redacted] # 40064877

Consumer Info: [redacted]

Business Info: Remington College - Memphis
2731 Nonconnah Blvd # 160
Memphis, TN 38132-2110

Redacted by HELP Committee

Consumer's Original Complaint :

I attended Remington College 11/2003 and was charged $1,856 Transportation, $4,800 Room & Board. Totaling $6,656 in fraudulent charges. Remington College is in an office building that does not provide housing or transportation. I have disputed the charges with Remington College and with every collection agency the loan has been sold to. Once I dispute the loan the Collection agency SELLS the loan to a new company and the process starts all over again. I have my loan agreement and the breakdown of the charges from Remington College. This experience with Remington College is preventing me from furthering my education. I currently have the opportunity of a lifetime to attend college on a possible full scholarship, but because of this defaulted fraudulent loan on my credit report and on the Student loan registry I am unable to obtain any assistance.

If this is not the correct place to beg for help, please direct me to someone who can tell me what my legal options are.

Thanks in Advance,

[redacted]

Consumer's Desired Resolution:

I want the loan corrected to reflect the correct charges, removed from my credit report and removed as a default loan with the Nation student loan program.

BBB Processing

08/09/2010	**web BBB**	Information/Complaint Received by BBB
08/10/2010	**Otto BBB**	Informed accredited business of complaint

5-000313

EDUCATION ADMINISTRATIVE SERVICES, INC.

September 3, 2010

VIA FACSIMILE TRANSMISSION

Redacted by HELP Committee

Redacted by HELP Committee

Dispute Resolution Coordinator
Better Business Bureau of the Mid-South
3693 Tyndale Drive
Memphis, TN 38125

Re: [redacted] ***v. Remington College - Memphis Campus, Inc. d/b/a Remington College – Memphis Campus (Case Number: 40064877)***

Dear Ms. Redacted by HELP

Please accept this statement in response to the complaint filed by [redacted] ("Complainant") against Remington College - Memphis Campus, Inc. d/b/a Remington College - Memphis Campus ("Remington College"). Please be advised that I will be your point of contact for Remington College on this matter moving forward. I am hopeful that this statement will assist in your review of the aforementioned complaint.

Remington College is a private, for-profit, vocational college that provides hands-on education/training designed to help prepare students for entry-level employment in a variety of career fields. Complainant, a former student in Remington College's Medical Assisting Program, alleges that she was fraudulently charged for transportation and room and board, totaling $6,656, and claims that her defaulted fraudulent loan has compromised her future education in that she is now unable to receive any further financial aid. Complainant requests that her loan balance be corrected and that her defaulted loan be removed from her credit report. Remington College adamantly denies Complainant's allegations and contends that the tuition

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[1] Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

500 International Parkway, Suite 200
Heathrow, FL 32746

charged to Complainant relative to her enrollment in its Medical Assisting Program is correct and does not include any charges for room and board or transportation.

Here, the terms of Complainant's charges relative to her enrollment in Remington College's Medical Assisting Program are governed by the Program Application and Enrollment Agreement (the "Agreement") she entered into with Remington College on November 10, 2003. (*See* Program Application and Enrollment Agreement, signed by Complainant on November 10, 2003 and attached hereto as Exhibit 1). Per the Agreement, Complainant would be charged an application fee of $50.00, tuition totaling $10,600.00, and additional fees as referenced in the Campus Catalog.

As can be seen from Complainant's Ledger Card, she was charged tuition totaling $10,600.00 on November 17, 2003 and an Application Fee of $50.00 on November 19, 2003. (*See* Ledger Card, attached hereto as Exhibit 2). Thereafter, Complainant withdrew from school on or about June 10, 2004, and as a result, Remington College made a tuition adjustment (*e.g.* charge reversal/refund) in the amount of $2,120.00 (in accordance with the applicable refund policy) and charged Complainant an Administration Fee of $100.00 (as referenced in the Agreement and Campus Catalog) on June 30, 2004. (*See* Exhibit 2; *see also*, excerpts from the Campus Catalog, attached hereto as Exhibit 3).[2] There is no reference to room and board or transportation anywhere in the Agreement or Ledger Card. (*See* Exhibit 1 and Exhibit 2).

Complainant alleges that she has a "loan agreement and breakdown of charges from Remington College," and Remington College believes that Complainant is referring to her "2003-04 GFAS Confirmed Budget Worksheet" (the "Budget Worksheet"). (*See* the Budget Worksheet, attached hereto as Exhibit 4). Assuming this is the document Complainant is referring to, under the heading titled "Cost of Attendance," there is a monetary amount listed for transportation and room and board, which is simply an estimate of Complainant's transportation and room and board expenses during her enrollment at Remington College. This estimated amount of living expenses was utilized to establish Complainant's total cost of attendance and ultimately determine how much financial aid Complainant was entitled to receive. As can be seen from the attached Ledger Card, Remington College never actually charged Complainant for these estimated living expenses.

Based on the aforementioned reasons, Remington College adamantly denies Complainant's allegations that she was charged for room and board and/or transportation and/or otherwise denies any wrongdoing in this matter. Nonetheless, since Complainant appears to be confused about the estimated living expenses and charges related to her enrollment, Remington College is going to attempt to contact Complainant via telephone and provide her with a more detailed explanation of the foregoing and answer any questions she may have regarding the

[2] The Ledger Card also references a charge and tuition adjustment, both in equal amounts of $5,888.88, on June 30, 2004, which zero each other out.

5-000315

[redacted] v. Remington College - Memphis Campus (Case Number: 40064877)
September 3, 2010

estimated living expenses and charges related to her enrollment. Accordingly, Remington College respectfully requests that this complaint be dismissed in its entirety as expeditiously as possible.

If you should require any additional information, or if I can otherwise be of any assistance in this matter, please do not hesitate to contact me directly. I can be reached at [redacted]

Respectfully submitted,

[redacted]

DCN/lm
Attachments

5-000332
Page 1 of 2

#2130

✓ Ltr Flow response 12/21/09
✓ Consumer guide copy - 12/21/09
to send to Remington Tampa

[redacted]

From: [redacted]
Sent: Thursday, December 17, 2009 8:46 PM
To: We're Listening, Redacted by HELP Committee
Subject: I need someone's help. Please.

I was unfortunate enough to have enrolled in Tampa Technical Institute's Business Administration program in 1995. The school was located at 2410 E. Busch Boulevard in Tampa Florida.

I was 19 years old, my mother had just passed away, in 1993, widowing my father, and leaving my then 12 year old brother and myself, mom-less. Financial stress was not the only situation that my mom's untimely passing left us with. I was desperate. I needed to do something positive, for my family. I made an appointment at TTI, and went to listen to their pitch.

It sounded like the door, to the Avenue where I needed to start. I would leave the school in 18 months, with an Associates of Science, in Business Admin, Minor in Accounting, and it would be completely transferable to any college. I specifically asked the Admissions lady I was working with if I would be able to transfer my degree to HCC or USF, after Graduation, with living so close to both schools, and of course, she told me yes. That was it! I was so incredibly excited and proud, of the journey that I was about to embark on!

Being so young, I had no idea exactly how the Financial Aid process worked. They mentioned something about subsidized, something of unsubsidized, something about Sallie Mae (when I still thought she was a person), aside from grants, that I would qualify for, having lost my Mom, that were OBVIOUSLY never even applied towards my $ 14,700 tuition, "Don't worry about that end, we'll take care of it for you. Of course we understand.". During my Admissions process. I don't even recall specifically signing an actual "Loan Agreement!"

Well, long story short...I finished my Program, yet never received a Certificate of Completion. I do not physically have my degree. I was never mailed one, as I was told that I would be. I gave birth to a sick child in 1997, so needless to say, I was pretty busy with the challenges involved, for a good amount of time. Periodically, I would put in a call for the Administrator to please call me, to try and get to the bottom of this. Not once, did I ever receive a call back. I also physically went to the location on Busch Boulevard once, to be told that I owed them a substantial amount of money. Funny enough, with all of my "Financial Aid", I wasn't supposed to owe them a dime. Next thing you know, they are closed down, for what I can imagine is at least Fraudulent Activity, as I am sure that I'm not the only person who had this type of situation from them. They reopen as Remington College, and suddenly, they have never heard of me.

How can this happen? How can I be held financially responsible for a degree that I never received, from such an institution? Weren't there some sort of checks and balances in place to discontinue funds to schools that misrepresent themselves, not to mention misappropriate their funding? Who was supposed to be there, protecting ME?

So now, here I am, 12 years later with Student Loans on my credit, for a degree that I never physically received, from a School that no longer exists.
Is there anybody that can help me with this situation?

I am a 34 year old married, mother of 2 beautiful children. Having recently lost yet another family member to Cancer, I found myself taking care of this individual. I recently put myself through CNA classes and am yet to take the State Exam. I thoroughly enjoyed what happiness I was so fortunate enough to bring into my Aunt's life during her last year. I have truly been inspired. I am now a Certified HHA, but would absolutely LOVE to pursue Higher Education for myself in the Nursing Field* (*From a REAL School!!)

Unfortunately, this will be nearly impossible, thanks to Tampa Technical Institute and my "invisible degree".

If there is anyone that may possibly be able to help me in resolution of this situation, Please let me know. It's funny how when you are younger, you feel like you have all of the answers. Then one day you wake up and see things for how they really are.

12/18/2009

I am sending a Courtesy Copy of this E-mail to the following. The Florida Department of Education, Governor Charlie Crist's Office, and the Federal Student Aid Office-Defaulted Loans Department.

I certainly appreciate your time, consideration, and any assistance and guidance, that you may be able to offer.

[redacted]

12/18/2009

January 20, 2009

VIA E-MAIL TRANSMISSION AND
ORIGINAL BY UNITED STATES MAIL

Redacted by HELP Committee

Redacted by HELP Committee

Florida Department of Education
Commission for Independent Education
325 W. Gaines Street
Suite 1414
Tallahassee, FL 32399-0400

Re: [redacted] v. Tampa Campus, Inc. d/b/a Remington College – Tampa Campus ("Remington College") (Complaint Number: 127)

Redacted by HELP Committee

Dear

Please be advised that I am in receipt of the correspondence sent to Remington College by Mr. Redacted by HELP Committee Executive Director of the Commission for Independent Education, which encloses the complaint submitted by [redacted] ("Complainant"). I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the above-referenced complaint.[1]

Complainant attended Remington College's Business Administration Program ("the Program"), from January of 1996 through February of 1998, dropping out of the program, and then re-enrolling, on several occasions during that time.[2] She permanently dropped out of

[1] Please note that this statement may contain confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information received thus far. This statement is submitted for the purposes of informing the Department in its investigation and efforts to conclude this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College's legal position and is not intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant's allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant's allegations.

[2] From 1998 to 2003, Remington College's Tampa campus operated under the name "Education America, Tampa Technical Institute." In May of 2003, the campus changed its name to "Remington College – Tampa Campus." For convenience, the campus will simply be referred to as "Remington College" throughout this response.

Remington College on or about February 16, 1998.[3] For nearly twelve years after dropping out, Complainant did not make any formal complaint against Remington College until submitting the subject complaint on December 17, 2009.

Complainant makes numerous allegations against Remington College, all of which are either demonstrably false or are completely vague and unsubstantiated. Most of her allegations are expressly refuted by documents bearing her own signature. Complainant alleges that she "finished [her] Program," but "yet never received a Certificate of Completion." She further alleges that she was induced into enrolling at Remington College by promises from "the Admissions lady" that she would be "able to transfer her degree" to Hillsborough Community College or the University of South Florida following graduation from the Program. Complainant alleges that several false promises were made to her regarding financial aid. Finally, Complainant makes several vague allegations that Remington College "misappropriated" funds, "misrepresent[ed] themselves," and that Remington College "closed down" due to what she speculates must have been "at least Fraudulent Activity [sic]."

Remington College adamantly denies Complainant's allegations in their entirety. As conclusively demonstrated by the documentation attached hereto, it is undisputed fact that Complainant did ***not*** graduate from Remington College, did ***not*** complete the Program, and was ***not*** entitled to any "certificate of completion" or diploma. In fact, she did not even come close to completing the Program, voluntarily dropping out nearly 40 credits short of the requirements for completion. Additionally, Complainant personally signed documentation – not once, but on three separate occasions – attesting that no promises had been made to her other than those appearing in Remington College's Enrollment Agreement. On all three occasions, Complainant specifically signed disclaimers acknowledging that no promises were made by Remington College regarding the transferability of credits. Finally, the attached documentation demonstrates that Complainant was specifically advised of her continuing legal obligation to pay her student loans after she chose to drop out of the Program. For these reasons, and for the reasons set forth below, Remington College respectfully asserts that the complaint is entirely without merit, and should be dismissed.

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[3] Although Complainant alleges that she enrolled in the Program in 1995, appears to allege that she last attended the Program in 1997, and alleges that she "finished [her] Program, yet never received a Certificate of Completion," all of these assertions are simply false. As demonstrated in the exhibits attached hereto, and explained further below, Complainant actually first enrolled in January of 1996, and last attended the Program in February of 1998. More significantly, Complainant did not come close to completing the Program, instead voluntarily dropping out, and was therefore not entitled to any degree of "Certificate of Completion." As set forth in detail below, these are just a few of many examples of Complainant's allegations being conclusively refuted by written documentation. Respectfully, Remington College asserts that Complainant's credibility is seriously called into question by her many false allegations and statements, as well as by the length of time between her last date of attendance and the date of her complaint. Her credibility is further called into question by her apparent difficulty recalling facts and events at a point that is more than a decade after she last attended Remington College. As one example, she claims in her complaint that she does "not even recall" signing any loan documentation, despite the extensive documentation attached hereto reflecting her signature on numerous student loan and financial aid documents.

5-000336

[redacted] *v. Remington College – Tampa Campus*
(Complaint Number: 1271)

A. Background Information

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for new careers in fields including criminal justice, dental assisting, medical assisting, and electronic technology. Remington College's Tampa campus began operations as "Tampa Technical Institute" in 1948. The campus has since had several name changes, and was officially re-named "Remington College - Tampa Campus" in 2003.

Complainant originally enrolled in the Program on or about January 10, 1996. Less than seven months later, in late July of 1996, Complainant stopped attending class. On or about August 13, 1996, Complainant was officially dropped by Remington College for the first time, due to unsatisfactory attendance, after registering fifteen absences during the relevant quarter. On the "Student Drop Sheet" dated August 13, 1996, it was noted that "[redacted] is having personal problems." The "Enrollment Agreement" as well as the "Student Drop Sheet" relevant to this time period are attached hereto as "*Composite Exhibit A.*"

In or around October of 1996, Complainant re-enrolled in the Program. Approximately eight months later, in June of 1997, Complainant was dropped from the Program for a second time, on this occasion having accumulated sixteen absences during the relevant quarter.[4] The "Enrollment Agreement" as well as the "Student Drop Sheet" relevant to this time period are attached hereto as "*Composite Exhibit B.*"

In or around July of 1997, Complainant enrolled in the Program for a third time. Approximately seven months later, in early February of 1998, Complainant once again stopped attending classes. She was officially dropped from the Program by Remington College – for the third and final time – on or about February 16, 1998, due to excessive absences. At the time of her final termination from the Program, Complainant had registered 12 absences during the relevant quarter, and it was noted that [redacted] does not respond to phone calls." The "Enrollment Agreement" as well as the "Student Drop Sheet" relevant to this time period are attached hereto as "*Composite Exhibit C.*"

As the result of Complainant being dropped in February of 1998, she received three "W's" (indicating "withdrawal"), and one "F" for the four final classes in which she had been enrolled. In the previous quarter, she had received two "Ws" after failing to complete those courses. At the time Complainant dropped for the final time, she had accumulated only 85 credit hours – out of the 124 required to complete the Program. Accordingly, she was 39 hours short of the credits required for program completion at the time she dropped out for the last time. Complainant's "Academic Transcript" is attached hereto as "*Composite Exhibit D.*"

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[4] It does appear as if the second time Complainant dropped, she did so voluntarily, for medical reasons, after having excessive absences.

[redacted] *v. Remington College – Tampa Campus*
(Complaint Number: 1271)

On February 19, 1998, Remington College's Accounting Department sent a letter to Complainant, confirming that she was no longer attending the Program. That letter also expressly advised Complainant that she had a balance due, with her lender, on her outstanding student loans. The letter informed her that she "may expect to hear" from the lender within the next few months. The February 19, 1998 letter is attached hereto as *Exhibit E*.

B. Response to Complainant's Allegations

1. Complainant's allegation that she completed her program, but was never provided a "certificate of completion," is entirely false, as expressly documented by her own student record.

Complainant's primary complaint is that she supposedly "finished [her] program," and was promised that she would be mailed a "certificate of completion," but never received the certificate. However, as set forth in the "Background Information" section above, these allegations are simply false. As explicitly documented in the attachments to this response, including the "Student Drop Sheets" as well as the "Academic Transcript," Complainant dropped out of the program while she was still 39 credits short of the credits required for completion. She did not "complete the program," was not promised that she would be mailed a "certificate of completion," and was not entitled to any such certificate, or to any degree or diploma. Accordingly, these allegations are entirely baseless[2].

2. Complainant's allegations that she was induced into enrolling at Remington College by promises made by Remington College's Admissions Department are demonstrably false, as documented by the Enrollment Agreements themselves.

Complainant alleges that she "specifically asked the Admissions lady" if she would "be able to transfer [her] ***degree*** to HCC or USF, ***after Graduation***" (*emphasis added*). As an initial matter, this complaint appears entirely moot, given the specific allegation that she was told her ***degree*** would transfer ***after graduation***, given that Complainant never obtained a degree, and never graduated from Remington College. It should also be noted that Complainant does ***not*** allege that she ever made any attempt to enroll in either HCC or USF.

However, any allegation that promises were made to Complainant by Remington College Admissions Representatives is refuted, in writing, by documents signed by the Complainant herself. Specifically, all three of the Enrollment Agreements signed by Complainant, which are included in the attachments to this response, include the following pertinent language:

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[2] It should also be noted that Remington College does not appear to have any record of Complainant ever making any written request for a copy of her "certificate of completion," or a copy of her transcript, at any point in the nearly twelve years since she last attended classes. Accordingly, notwithstanding that Complainant clearly was not entitled to any "certificate of completion," it does not appear that she even ***attempted*** to request any documentation whatsoever from the school in the more than a decade since dropping out of the Program

> "In entering into this Enrollment Agreement, ***I have relied only upon written information and statements*** published in the College Catalog . . . ***There have been no verbal or written agreements or promises other than those appearing in this contract.***" *(Emphasis Added)*

This language appears conspicuously in a separately designated box on the front page of each of the three Enrollment Agreements signed by Complainant. Complainant not only signed the Enrollment Agreements containing this language on three different occasions, but she also specifically initialed and dated the stand alone boxes containing the above language on three separate occasions.

The first page of each of the three Enrollment Agreements also contains additional language, also designated by stand alone boxes, that expressly states the following:

> "Programs at the College are designed for employment purposes. ***The student should not assume that the courses in any program can be transferred to another institution for credit.*** While some institutions may accept some credit from these programs, ***the general rule is that courses taken in these programs do not transfer***." *(Emphasis added)*

Again, Complainant specifically initialed and dated the stand alone boxes containing this language on three separate occasions.

Finally, all three of the Enrollment Agreements signed by Complainant also contain the following bold-faced language:

> "**By signing this agreement, the student acknowledges that he/she has read both sides of this enrollment agreement, understands the contents, and agrees to abide by its terms and the College's training policies. The student hereby acknowledges receipt of a completed copy of this enrollment agreement.**" *(Emphasis in original)*

Accordingly, there is absolutely no basis for Complainant's allegations, more than a decade after the fact, that she was made promises by Remington College's Admissions Department that induced her to enroll. To the contrary, Complainant signed and initialed three separate documents, on three separate occasions, attesting that she did not rely on any such promises as an inducement to enroll.

3. ***Complainant's allegations that she was induced into enrolling at Remington College by promises made by Remington College's Financial Aid Department are demonstrably false, as documented by the Enrollment Agreements themselves.***

Complainant also appears to allege that several false promises were made by Remington College's Financial Aid Department, including purported statements such as "Don't worry about that end, we'll take care of it for you. Of course we understand." She also implies that she was taken advantage of, stating that she was "so young" that she "had no idea how exactly the Financial Aid process worked." She claims to have been surprised to later learn that she continued to owe money to her lenders, even after leaving Remington College, asking how she can "be held financially responsible from a degree that [she] never received." She also states that "[d]uring my admissions process, ***I don't even recall specifically signing an actual "Loan Agreement."*** (*Emphasis added*).

Any allegation that Complainant relied on promises by any Remington College employee is expressly refuted by the language cited in the preceding section, contained in all three Enrollment Agreements she signed, stating that she did ***not*** rely on any verbal or written promises, other than those appearing in the Enrollment Agreements themselves. Additionally, despite Complainant's assertions that she does not recall signing any loan documents, she signed several different "Applications and Promissory Notes for Federal Stafford Loans," ("the Notes"). Complainant also signed several other documents, including "Installment Note and Disclosure Statements," and "Federal-Family Education Loan Program Interview Checklists," which explicitly explained her financial aid, as well as her repayment obligations, and the consequences of defaulting on the loans. Copies of the Notes, as well as other documents signed by Complainant relating to financial aid, are attached hereto as *"Composite Exhibit F."* Included along with other relevant language in each of the attached Notes, all signed by Complainant, is the following:

> "I understand this is a Promissory Note. ***I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised . . . My signature certifies that I have read., understand, and agree to the terms and conditions of this Application and Promissory Note . . .*** " *(Emphasis Added)*.

Also included within the Notes attached as *Composite Exhibit F* are express explanations of Complainant's obligations of repayment, as well as the amounts of the loans for which she was applying. Additional information regarding the cost of Complainant's tuition, her obligations to pay, and Remington College's official refund policy, were included and specifically explained in all three of the Enrollment Agreements signed by Complainant and which are attached hereto. Finally, as previously discussed in the "Background Information" section, Remington College transmitted a letter to Complainant (attached as *"Exhibit E"*), within days after she was dropped for the final time, expressly advising her that she would owe balances to her lender, and that she could expect to hear further from the lender.

Accordingly, for all of these reasons, there is no merit to Complainant's allegations that false promises were made to her by Remington College's Financial Aid Department. Her allegations that she was not provided with any explanation of the loans she applied for, the amount of her financial obligation, or her obligation to repay the loans, are also expressly refuted by written documentation, and are equally as frivolous.

4. ***Complainant's remaining allegations are all either expressly refuted by written documentation, or are too vague and ambiguous to allow for a meaningful response.***

Complainant makes several additional vague allegations, including that Remington College "misappropriated" funds, "misrepresent[ed] themselves," and that Remington College "closed down""for what [she] can imagine is at least Fraudulent Activity [sic]." However, Complainant does not substantiate any of these allegations, nor provide any factual basis for making them. Her allegation that Remington College ever "closed down" for what she speculates is "fraudulent activity" is quite simply false. As detailed in the "Background Information" section above, Remington College's Tampa campus has been in operation, under several different names and under different ownership, since 1948. Complainant's false and groundless allegation that the campus has been "shut down" as the result of "fraudulent activity" further detracts from her credibility. Remington College adamantly denies this allegation, as well as every other allegation contained in the complaint.

C. Conclusion

Remington College adamantly denies that there is any basis for any of Complainant's allegations. Most of her allegations are demonstrably false and expressly contradicted by numerous documents bearing Complainant's own signature. Complainant's primary allegation – that she was entitled to but never received a degree or "certificate of completion" – is simply untrue. As detailed in the documentation attached hereto, Complainant never completed the Program in which she was enrolled, and in fact did not even come close to completion. Instead, she dropped out of the Program after compiling excessive absences. Complainant's allegations that Remington College staff made purported false promises to her are expressly contradicted by three separate enrollment agreements that she signed on three different occasions. Although she claims to have not understood the terms of the student loans she applied for and voluntarily incurred, these allegations are also expressly contradicted by numerous documents bearing Complainant's own signature. Consequently, Remington College asserts that Complainant's allegations are entirely without merit, and respectfully requests that this complaint be dismissed as expeditiously as possible.

5-000341

[redacted] *v. Remington College - Tampa Campus*
(Complaint Number: 1271)

If you should require any additional information, or if I can otherwise be of any further assistance, please do not hesitate to contact me directly. I can be reached at [redacted]

Respectfully submitted,

[redacted]

SDD:jab
Enclosures

05/13/2007 12:02 4804912970 REMINGTON COLLEGE 5-000343 PAGE 02/02

WEST TEMPE JUSTICE COURT Redacted by HELP Committee
KYRENE JUSTICE COURT , AZ 85284
201 E CHICAGO ST STE 104 usticecourts
CHANDLER, AZ 85225
Redacted by HELP Committee

CASE NUMBER: CC2007085262

PLAINTIFF: [redacted]
Street:
City/State/Zip:
Phone:

DEFENDANT: Remington College
Street: 875 W. Elliott Rd Suite 126
City/State/Zip: Tempe, AZ 85284 Redacted by HELP Committee
Phone:

ATTORNEY:
Street:
City/State/Zip:
Phone:

ATTORNEY:
Statutory Agent:
Street:
City/State/Zip:
Phone:

CIVIL COMPLAINT

Plaintiff alleges that this Court has jurisdiction over this matter. I am suing the Defendant because.

Completed all classroom class, needed 160 Extern, I complete 80 and asked to change sites, college avoided my calls + will not let me graduate w/ class because of a 2 week externship. College has been deceitful + violated they code of ethics. And didnot returns funds for loan as I was advised would be done. They [redacted] advised me the funds were being returned when they had no intention to do as they advised my mother. They also didnot prepare me for the national exam (the reason I was going to school) and taught with expired course material (books) because they were obsol

THEREFORE, I am asking for Judgment against the Defendant in the principal sum of $ 10,000.00 with court costs and interest at the legal rate from date of Judgment. I have paid 18,000 for school

Date: 5-4-07 Plaintiff: [redacted]

☐ CIVIL SUMMONS ☐ ALIAS SUMMONS

THE STATE OF ARIZONA TO THE ABOVE-NAMED DEFENDANT:

1. You are to appear and file a written answer and the required filing fee in the Court named above. The Court will provide an answer form.
2. You have 20 calendar days from the date you were served to file your answer.
3. If the 20th day is a Saturday, Sunday or legal holiday, the time runs out at the end of the next working day.

IF YOU LIVE OUTSIDE OF ARIZONA YOU HAVE 30 DAYS TO FILE YOUR ANSWER FROM THE DATE OF SERVICE
IF YOU FAIL TO ANSWER, Judgment may be entered against you as requested in the complaint.
REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE DIVISION ASSIGNED TO THE CASE BY PARTIES AT LEAST 3 JUDICIAL DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING.

Date: ______ Judge

Alias Date: ______ Judge

2403-001A 9-00

[redacted] 20

Attorneys for defendant Remington College

KYRENE JUSTICE COURT

COUNTY OF MARICOPA

[redacted] Plaintiff, vs. REMINGTON COLLEGE, Defendant.	No. CC 2007-085262 **MOTION TO DISMISS**

Pursuant to Rules 12(b)(2), Arizona Rules of Civil Procedure ("A.R.C.P."), and Arizona Revised Statutes ("A.R.S") § 12-1501, defendant Remington College, whose true name is "Remington College – Denver Campus, Inc. d/b/a Remington College – Tempe Campus" ("Remington College" or the "College") hereby moves to dismiss the Complaint of plaintiff [redacted] for the reason that the Program Application and Enrollment Agreement (the "Enrollment Agreement") she entered into with the College contains an arbitration clause, and that this Court therefore lacks subject matter jurisdiction.

This motion is supported by the following Memorandum of Points and Authorities, the attached exhibit, and the record in this case.

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///

5-000345

MEMORANDUM OF POINTS AND AUTHORITIES

I. Factual Background.

[redacted] initially enrolled with Remington College on March 28, 2006. She dropped out on August 29, 2006, having completed three of her seven classroom modules, and leaving midway through her fourth module.

She re-enrolled on October 23, 2006, re-took her fourth module, and completed her remaining three classroom modules. A true and accurate copy of the Enrollment Agreement that [redacted] signed when re-enrolled is attached hereto as Exhibit A.

II. The Enrollment Agreement Contains an Arbitration Clause, and this Court therefore Has No Jurisdiction and Should Immediately Dismiss this Matter.

On the first page of [redacted] Enrollment Agreement, at the top of the second column, in boldface and all capital letters, is a section entitled: "UNIFORM ARBITRATION ACT." *See* Exhibit A. [redacted] initialed that she understood and agreed to that section of the Enrollment Agreement.[1] The section provides, in pertinent part, that:

> The student agrees that any dispute or claim by a student regarding the terms of this agreement or any other representation relied upon by the student in entering into this enrollment agreement shall be decided by arbitration in accordance with the Rules and Procedures established by the Uniform Arbitration Act. This agreement of arbitration applies to any dispute whether based upon contract or tort.[2]

In other words, the Enrollment Agreement clearly contains an arbitration clause.

Arizona law is clear that "[a] written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds exist at law or in equity for the revocation of any contract."[3]

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[1] Exhibit A, p.1.
[2] *Id.*
[3] A.R.S. § 12-1501.

In addition to the statutory mandate, Arizona case law also "favors arbitration, both statutorily … and by the courts as a matter of public policy."[4] Additionally, due to Arizona's public policy unquestionably supporting arbitration, "arbitration clauses should be construed liberally and any doubts as to whether or not the matter in question is subject to arbitration should be resolved in favor of arbitration."[5]

The Enrollment Agreement plainly has an arbitration clause that [redacted] agreed to, and both Arizona statute and case law favor arbitration. And although [redacted] claims are not precisely articulated, they must sound either in tort or contract, and the arbitration clause expressly covers both of those types of claims.[6] This Court is therefore bound to follow the law and dismiss this matter for lack of subject matter jurisdiction pursuant to Rule 12(b)(2), A.R.C.P. and A.R.S. § 12-1501.

WHEREFORE, based upon all of the foregoing, defendant Remington College respectfully requests that this Court dismiss the above-captioned action for lack of subject matter jurisdiction. Remington College also requests its reasonable attorneys fees incurred in having to file this motion in the face of a clear arbitration clause.

DATED this 7[th] day of June, 2007.

[redacted]

Attorneys for defendant Remington College

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[4] *Foy v. Thorp*, 186 Ariz. 151, 153, 920 P.2d 31, 33 (App. 1996). *See also, Hallmark Industries, L.L.C. v. First Systech International, Inc.*, 203 Ariz. 243, 246, 52 P.3d 812, 815 (App. 2002) (*quoting, Foy v. Thorp*); *Einhorn v. Valley Medical Specialists*, 172 Ariz. 571, 572, 838 P.2d 1332, 1333 (App. 1992) and cases cited therein ("this state has had a long-standing public policy favoring arbitration").

[5] *U.S. Insulation, Inc. v. Hilro Construction Company, Inc.*, 146 Ariz. 250, 258, 705 P.2d 490, 498 (App. 1985).

[6] Exhibit A, p.1.

5-000347

Original filed this 7th day of June, 2007 with:

Clerk of the Kyrene Justice Court
201 East Chicago Street, Suite 104
Chandler, AZ 85225

Copy mailed this same date to:

[redacted]

Redacted by HELP Committee

5-000348

Maricopa County Justice Courts, State of Arizona

KYRENE JUSTICE COURT 201 East Chicago Street, Suite 104, Chandler, AZ 85225 602-372-3400

[redacted]

Plaintiff(s) Name / Address

CASE NUMBER: CC2007085262

REMINGTON COLLEGE

Defendant(s) Name / Address

ATTORNEY for Plaintiff Name / Address

[redacted] 20

ATTORNEY for Defendant Name / Address

RULING ON MOTION

On this date 6/7/07 the ☐ Plaintiff ☒ Defendant filed a motion requesting the following relief:

MOTION TO DISMISS

The ☒ Plaintiff ☐ Defendant ☐ filed a response to the motion. ☒ No responsive pleading was filed.

The ☐ Plaintiff ☐ Defendant ☐ filed a reply to the response. ☐ No reply was filed.

The Court, has considered that which has been submitted by the parties;

IT IS ORDERED, ☑ Granting said motion ☐ Denying said motion

IT IS FURTHER ORDERED,

Dismiss w/o Pre.

Date 7/12/07

Redacted by HELP Committee

Justice of the Peace

I CERTIFY that I delivered / mailed a copy of this RULING ON MOTION to:

☐ Plaintiff at the above address or ☐ Plaintiff's attorney ☐ Defendant at the above address or ☒ Defendant's attorney

Date 7/13/07 By: S/< Clerk

8150-125 R 3-06-2007

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into by and between Remington College – Denver Campus, Inc. d/b/a Remington College – Tempe Campus (the "Company") and [redacted] ("Student") (collectively, the "Parties").

Recitals

WHEREAS, Student enrolled in and was dropped from the Company's Pharmacy Technician Program after Student failed to complete her externship program;

WHEREAS, a dispute has arisen between Student and the Company regarding Student being dropped from the Company's Pharmacy Technician Program;

WHEREAS, Student filed a Civil Complaint with the Kyrene Justice Court of the Maricopa County Justice Courts in the State of Arizona (Case No. CC2007085262), which was dismissed without prejudice by the Court on July 12, 2007 (the "Civil Action");

WHEREAS, Student desires the opportunity to continue and complete her educational training in the company's Pharmacy Technician Program, and the Company and Student desire to resolve this dispute in an amicable manner without either Student or the Company admitting to any liability whatsoever relative to the above-referenced dispute;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Consideration. Subject to Student's compliance with the terms and conditions of this Agreement, the Company will re-enroll Student and allow Student an opportunity to continue her educational training in the Company's Pharmacy Technician Program. The Company will not assess any additional tuition or other charges to Student relative to her re-enrollment. Nonetheless, Student understands and agrees that she remains obligated to repay any financial assistance (e.g. federal loans, private loans, etc.) she received relative to her enrollment in the Company's Pharmacy Technician Program pursuant to the terms of the financial assistance received.

2. Program Completion. Student and the Company agree that for Student to successfully complete the externship portion of and graduate from the Company's Pharmacy Technician Program, Student must submit documentation that verifies she has worked 160 hours as a pharmacy technician. Student shall have her supervisor, [redacted], complete and sign copies of the time card (attached hereto as Exhibit A) for each week of externship training/employment completed, and Student must fax the signed time cards to [redacted]. Additionally, Student understands and agrees that the Company may contact [redacted] and/or other supervisor to verify Student's hours worked and satisfactory performance of Student's job responsibilities.

3. Release of Claims. In consideration for the agreement of the Company to provide Student the consideration set forth above in Paragraph 1 of this Agreement, Student hereby releases, acquits and forever discharges: (a) the Company together with its directors, officers, employees, agents, successors and assigns; (b) all of the Affiliated Companies (as defined below) and all of their respective directors, officers, employees, agents, successors and assigns; and (c) all shareholders of the Company or the Affiliated Companies (collectively all of the foregoing in (a), (b), and (c), the "Released Parties") of and from any and all actions, causes of action, claims, demands, damages, costs, accrued or paid interest, loss of service, expenses and compensation or rights to sue or to assert claims or causes of action against any of the Released Parties whatsoever, whether known or unknown, including but not limited to, any of the foregoing arising out of or in any way relating to Student's enrollment in the Company's Pharmacy Technician Program, including but not limited to, any of the foregoing that may arise from or be actionable under or related to any of the following: (a) any federal, state or local law/ordinance/rule/regulation, (b) any contract between the Company and Student or any of the Affiliated Companies and Student, whether express or implied, (c) any tort or negligence committed by the Company, any of the Affiliated Companies or any officer, director, or employee of the Company or any of the Affiliated Companies, (d) any misunderstanding or dispute between Student and the Company in any way related Student's enrollment in and/or being dropped from the Company's Pharmacy Technician Program, or (e) any violation of or failure to comply with any public policy connected in any way with Student's affiliation with the Company, the Company's Pharmacy Technician Program or any of the Affiliated Companies.

The term "Affiliated Companies" means Education America, Inc., an Arkansas corporation, and all corporations whose common or other voting stock is owned or controlled by Education America, Inc., EAI Realty LLC, EAI Realty of Texas LP, EAI Realty, Inc., any other entity that is controlled by Education America, Inc., and their respective successors and assigns.

4. No Other Claims. Student represents and warrants that, aside from the Civil Action referenced above, she has no disputes against the Company or any of the Affiliated Companies. Additionally, Student represents and warrants that she has not filed, and will not file in the future, any complaints with any governmental agencies, national or state accrediting bodies, federal or state court, or any other entity relative to any disputes she may have or have had with the Company, any of the Affiliated Companies or relative to her enrollment in the Company's Pharmacy Technician Program, including but not limited to, filing an amended complaint in the Civil Action referenced above.

5. Confidentiality. Student acknowledges and understands that the terms of this Agreement and Student's settlement with the Company are strictly confidential, and Student warrants and represents that neither she nor her agents will reveal to any person or entity (except for Student's attorney, tax consultant or immediate family members, subject to their agreement to keep the terms of this Agreement and/or Student's settlement with the Company confidential) the terms of this Agreement and/or Student's settlement with the Company. Additionally, Student acknowledges and agrees that any breach of this provision by Student's attorney, tax consultant

or immediate family members will constitute a breach by Student as if Student had committed the breach.

6. Non-Disparagement. Student warrants and represents that she will not, directly or indirectly, herself or through any other person or entity, make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Company's Pharmacy Technician Program.

7. Non-Solicitation. Student agrees not to, directly or indirectly, herself or through any other person or entity, solicit or induce, or in any manner attempt to solicit or induce, any prospective, current or former student of the Company or any of the Affiliated Companies: (a) to not enroll, not re-enroll, drop or otherwise discontinue their enrollment in any program offered by the Company or any of the Affiliated Companies; (b) to make any negative or disparaging remarks to any person or entity about the Company, any of the Affiliated Companies, or the Company's Pharmacy Technician Program; (c) to file a complaint with any governmental agencies, national or state accrediting bodies, federal or state court, or any other entity against the Company or any of the Affiliated Companies, or (d) to seek a refund or other relief from the Company or any of the Affiliated Companies.

8. Breach of Agreement. In the event Student breaches any of the terms of this Agreement, Student acknowledges and understands that the Company's obligations set forth in this Agreement shall immediately cease. Additionally, in the event Student breaches any of the terms of this Agreement, the Company shall have all remedies available to it under applicable law, including but not limited to, obtaining an injunction prohibiting any further breaches of the confidentiality, non-disparagement or non-solicitation provisions of this Agreement. Further, in the event Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, breaches this Agreement, Student agrees to indemnify and hold the Company harmless for/from any and all losses, costs, attorneys' fees, or other amounts paid to any person or entity resulting from such breach, including but not limited to, any amounts paid by the Company to any other current or former students of the Company, as well as any attorneys' fees incurred in defending against any claims asserted by any current or former students of the Company that resulted from or related in any way to a breach of this Agreement by Student, any person or entity acting on Student's behalf, or anyone to whom Student discloses the terms of this Agreement and/or Student's settlement with the Company, occurring on or after Student's receipt of this Agreement.

9. Arbitration. Except as necessary to obtain an injunction as set forth in Paragraph 8, Student and the Company agree that any and all claims, disputes, or controversies, whether in contract, tort, or otherwise, either Party has against the other arising under or out of this Agreement and any related damages will be submitted to binding arbitration. The arbitration shall be governed by the Federal Arbitration Act and the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court

having jurisdiction. **ARBITRATION IS MANDATORY AND THE ARBITRATOR'S DECISION IS BINDING.**

10 Complete Agreement. This Agreement constitutes the final and complete Agreement of the parties and supercedes any oral or written agreements, representations, covenants or commitments of any kind pertaining to the aforementioned dispute or any claims Student may have or had relative to her enrollment in the Company's Pharmacy Technician Program, including without limitation, any misunderstanding or alleged misunderstanding between Student and the Company related to Student's enrollment in and/or being dropped from the Company's Pharmacy Technician Program.

11 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Arizona. The Company and Student agree that the venue for all arbitrations shall be in Tempe, AZ, unless otherwise mutually agreed upon in writing by the Parties.

Executed and entered into this 9 day of Feb, 2008.

Student
[redacted]

SSN: [redacted]
DOB:

State of Arizona)
County of Pinal)

I, the undersigned Notary Public, certify that this Settlement and Release Agreement was executed before me by [redacted], known to me personally (or) who produced the following as verification of her identity:

ID Type/Number: B1459114S AZ DL

Redacted by HELP Committee

Redacted by HELP Committee

Notary Public (Signature)

Redacted by HELP Committee

Notary Public (Print Name)

110107

MEMORANDUM

TO: CAMPUS PRESIDENTS
CAMPUS DIRECTORS OF RECRUITING
CAMPUS DIRECTORS OF FINANCIAL AID

CC: JERRY BARNETT, CHAIRMAN
PEDRO DEGUZMAN, CHIEF OPERATING OFFICER
GREGG FALCON, VICE PRESIDENT-MARKETING & NDOR
Redacted by HELP Committee REGIONAL VP-OPERATIONS
Redacted by HELP Committee REGIONAL VP-OPERATIONS
Redacted by HELP Committee NATIONAL DIRECTOR OF FINANICAL AID
Redacted by HELP Committee SENIOR OPERATIONS SPECIALIST
Redacted by HELP Committee DIRECTOR OF COMPLIANCE AND ETHICS
BOB LUTZ-SENIOR VICE PRESIDENT

FROM: JACK FORREST

DATE: APRIL 21, 2006

SUBJECT: EFFECTIVE DATES FOR UPCOMING ANNUAL TUITION INCREASES

It is that time of year when we must increase our tuition rates to accommodate our annual increases in expenses, changes in the regulatory arena and other changes in the operating environment.

I know that everyone is sensitive to tuition prices. So, before we discuss the upcoming increases, the following historical information is provided:

	2001	2002	2003	2004	2005
AAS (24 month)	25,875	27,840	29,280	30,480	31,490
Annual % Increase	n/a	7.6%	5.2%	4.1%	3.3%
Compounded Annual Growth Rate AAS Tuition-2001-2005					**5.0%**
Diploma (8 month)	9,240	9,900	10,600	11,280	11,730
Annual % Increase	n/a	7.1%	7.1%	6.4%	4.0%
Compounded Annual Growth Rate Diploma Tuition- 2001-2005					**6.1%**

For the first time, we are providing our planned tuition rates for both the coming year and the following year. They are, as follows (effective dates discussed below):

	FY 2007	FY 2008
AAS (24 month)	34,200	36,960
Bachelors	30,050	32,000
Diploma	12,520	13,000
% Increase Year to Year		
AAS (24 month)	8.6%	8.1%
Bachelors	4.0%	4.0%
Diploma	6.7%	3.8%
Compound Annual Growth Rates	2001-2007	2001-2008
AAS (24 month)	5.7%	6.1%
Bachelor	n/m	n/m
Diploma	6.3%	5.9%

There are two primary factors that require the tuition rate increases set forth above. In order of importance they are: (a) changes in the Title IV loan availability to year one and year two students taking effect July 1, 2007 and (b) increased operating expenses (which, by the way, are up YTD through 3/31/06 over the prior year by 8.03%).

Obviously, increases in tuition rates can never be viewed as making it easier to enroll students. The "ray of sunshine" on this issues, however, is that, we have more alternative financing available that ever before. That means that there will me little to no impact on AFFORDABILITY (cash payments required while in school).

In fact, as we move to packaging 100% of the GAP with alternative loans, we ANTICPATE (not promise) that will be able to offer almost all students payments of $ 0 to $ 30 per month. So even though prices continue to rise, from an affordability perspective, this is the best situation we have ever been able to offer our students.

Finally, most "price resistance" comes from our own staff (recruiters and financial aid staff) who think the prices are just too high. (Yet, every one of those people wants a raise every year---I don't know where they think that money is supposed to come from.) That leads me to think that OUR people think one of three things: (1) either our schools are not as good as our competitors (which I don't believe for a minute), or (2) WE don't believe in the value proposition of our educational products for our students or (3) we aren't very good at, or are afraid we aren't very good at, helping our customers SEE the value in our products. I urge each of you to make a concerted effort to make sure that the employees you supervise (a) believe in our product (or replace them with someone who does) and (b) have received the proper training and have the confidence to be able to truthfully and ethically help our prospective and current students SEE the value in their education.

Implementation of This Year's Tuition Price Increase

AAS Degrees:

The tuition price increase will take effect on the July start for all applications written for that start on or after May 15. Applications written on or before May 14 will be at the current pricing. Similarly, applications written for the June mid-quarter start will be at the current tuition rates, regardless of whether they are written before or after May 15. However, students who sign enrollment agreements on or after May 15 for the June mid-quarter who do not start in the June mid-quarter start and "reschedule" for July or later, will have to complete a new enrollment agreement at the new tuition rates.

Diploma Programs

The tuition price increase will take effect on the June start for all applications written for that start on or after May 15. Applications written on or before May 14 will be at the current pricing. Similarly, applications written for the May start will be at the current tuition rates, regardless of whether they are written before or after May 15. However, students who sign enrollment agreements on or after May 15 for the May start and who do not start in May and "reschedule" for June or later, will have to complete a new enrollment agreement at the new tuition rates.

11-000018

Item 1

MEMORANDUM

TO: CAMPUS PRESIDENTS
DIRECTORS OF ADMISSIONS

CC: JERRY BARNETT, REID ALLISON, Redacted by HELP Committee,
MIKE LANOUETTE, Redacted by HELP Committee, Redacted by HELP Committee,
Redacted by HELP Committee, Redacted by HELP Committee, Redacted by HELP Committee,
Redacted by HELP Committee, Redacted by HELP Committee

FROM: JACK FORREST

DATE: JULY 14, 2008

SUBJECT: TUITION PRICING CHANGES

Introductory Remarks/Background of the Decision

As you are all aware, Congress recently increased the amount of unsubsidized loans available to qualifying students by $ 2,000 per academic year. Also, the scheduled increase in the annual amount of Pell Grants available to qualifying students in the amount of $ 421 took effect on July 1, 2008.

You are undoubtedly also aware, that Congress has NOT yet passed a Higher Education Act Re-authorization bill. (For those of you who may not have been following the "progress" of the HEA bill, the Senate and the House have each passed a version of the bill, but there are differences between the bills so a "conference committee" is required to resolve the differences before a version of the final bill can be passed by both houses and sent to the President for signature.) Accordingly, it is not yet possible for us to tell what 90/10 relief, IF ANY, we will receive. If no bill is forthcoming, then we will continue to be subject to the current rules.

When Congress was considering increasing the annual loan limits Jerry and I (and others) were very active in making the Congresspersons aware that, absent some 90/10 relief, we would be **forced** to raise tuition by the amount of the increase plus at least 10% (exactly 10% would assume that we collect every penny, which in reality won't happen). We met with Senators and Representatives and presented our arguments both orally and in written form. They are aware. Nonetheless, politics being politics, we do not yet have a bill.

Accordingly, after substantial discussions over the last few weeks, the Board of Directors has (VERY reluctantly) determined to proceed with a two stage tuition increase (it is our hope that the second tuition increase will be made unnecessary by the passage of a HEA Re-authorization bill that will provide some 90/10 relief). The first stage, which will take effect with all enrollments for the August start which are signed by the student on or after July 21, 2008, will raise tuition to approximately the amount of TIV funds that a full-time, Zero EFC (full Pell) student would be entitled to receive. The Board is aware that

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this will expose the Company to a significant risk of failing to meet 90/10. We are accepting this risk in the hope that the HEA Re-authorization will be enacted in September and will provide some 90/10 relief (Note: We are following the discussions taking place in the conference committee closely and receiving feedback from a number of sources on those discussions). There will be some form of relief, IF a bill is passed. If not, then there is a very difficult period ahead not just for our Company, but for the entire industry.

The August Start Tuition Price Adjustment

The tuition prices set forth below are effective for all applications signed on or after July 21, 2008 for August or later scheduled start dates and will remain in effect until the following dates:

For Diploma Programs---until September 15, 2008
For Degree Programs-----until October 20, 2008

After these dates: the Second Round Price Adjustments will be in effect.

Effective July 21 for all scheduled start dates of August or later, the following are the tuition prices (note that the tuition price shown below DOES NOT include the application fee of $ 50.00):

Diploma Programs (8/9 month)	$ 14,000
Diploma Programs-MA MAX (12 months)	$ 20,900
Diploma 12 months (FT)	$ 19,000,
Cosmetology	$ 21,500
Bachelor Programs (18 months)	$ 33,900
Associate Programs (24 months)	$ 39,900
(Associate includes Culinary)	

Closing Comments

We have not had a tuition price increase in any programs since January 1, 2007. I recognize that these price increases are very substantial. We do not make them by choice. **None of us WANT to raise prices in these large increments.** We have made that clear to members of Congress.

We have quite literally begged Congress to provide relief from 90/10 so we could avoid raising prices. We have made numerous trips to explain in person how the 90/10 Rule hurts students. We have provided long written explanations, we have provided brief "bullet point" explanations, we have e-mailed, called and made political contributions to gain access to just a few minutes of the decision-makers' time. CCA has (finally) begun lobbying hard on this issue (as of late Spring). Numerous other school companies, accrediting agencies/councils and others are involved in trying to obtain relief.

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11-000020

To date none of this has resulted in a new HEA bill that provides relief, but it has not been entirely without gain. At least there is meaningful consideration of some form of relief (from among the several forms proposed) and if there is an HEA bill, as we hope there will be soon, then some relief is likely. It is our sincere hope that this will enable us to avoid a Second Round of tuition price increases and perhaps, just perhaps, to "roll-back" some of the current price increases.

In the meantime, while I know this will make things harder on our students (the point we have been making to Congress) and harder on our overall recruiting effort, we are where we are and have no choice but to enact the current price increases. We are taking a substantial risk by deferring the tuition increases as long as we have in the hopes that an HEA bill will emerge and become law, hopefully enabling us to reconsider/reduce the level of price increases required.

It is important, I think, that we not just give our Admissions Representatives the price list, but have a conversation explaining WHY we are making these unwanted adjustments at this time. I believe that when people are being asked to do something they would rather not do, understanding WHY makes it easier for them to accept the necessity of the change and to adapt to the change and perform their jobs with a positive attitude.

11-000085

Redacted by HELP Committee

From: Jerry Barnett [Jerry.Barnett@remingtonadmin.edu]
Sent: Tuesday, June 17, 2008 2:24 PM
To: Redacted by HELP Committee
Cc: Redacted by HELP Committee
Subject: RE: HEA and the 90/10 rule

Redacted

I haven't heard any news about HEA, but just wanted to pass along another problem we've found with 90/10 this coming year.

We will make 90/10 this year, but don't see how we can make it in fiscal 2009, which for us start on July 1, just two weeks away. The extra Title IV available has created a problem with our current students. All current students are set up on payment plans. This is to make sure we get the 10% we need to comply. However, in our Enrollment Agreement that every student signs we agree not to raise their tuition if they stay in school or only take a leave of absence for less than a year.

Now, all these students are starting the new Title IV award year, which also starts on July 1, and are getting the extra funding. Therefore, they don't have to make payments anymore. All the payments that we had set up for this year are gone as of July 1, and we can't raise tuition to make them pay again.

Even if we could raise tuition we wouldn't want to. It would have to be a very large increase and would cause many to decide to go elsewhere for their education. However, this means that we will have to raise tuition even more on new students to make up for the difference that we were to get from the current students. (Hope this makes sense.)

If we could get relief from the 90/10 rule our current students would be in great shape, our new students wouldn't have to see much of a tuition increase, and we would be able to keep and recruit more students. In addition, we wouldn't close on July 1, 2009 when we miss 90/10!

Just thought I'd pass that along. Thanks again for your help.

Jerry Barnett, Chairman
Remington Colleges

Ps. Two large school groups have significantly raised tuition already to cope with this issue.

Redacted by HELP Committee

Redact

From: Jerry Barnett [mailto:Jerry.Barnett@remingtonadmin.edu]
Sent: Wednesday, June 11, 2008 11:11 AM
To: Redacted by HELP Committee
Cc: Redacted by HELP Committee
Subject: HEA and the 90/10 rule

Redacted

I am one of the shareholders of Remington College. We have 20 campuses around the country, two of which are in Cleveland. I am writing about HEA and the 90/10 rule. We have heard that Senator Brown believes the 90/10 rule either is okay as it is or needs only modest changes in order to allow schools to comply with the rule. At least in our case, and for many schools around the country, I'm sorry to tell you he is wrong.

Many schools such as DeVry or the University of Phoenix will not have a problem with 90/10. Their student population is made up of people upgrading their careers or have more financial resources than students attending schools like many of ours. These students get their employers to pay much of their tuition or are able to qualify for third party loans because of their good credit. Many of our students are trying to change from a low paying career to one with more earning potential and don't have that ability. We get very little money from their employers and very little from third parties (i.e. banks or other lenders making loans directly to students without government guarantees).

Our fiscal year ends this month on June 30th. We will make the 90/10 ratio this year, though only by the slimmest of margins. We have been running models on next year, which begins this July 1st and ends June 30, 2009. We cannot figure out a way to comply with the rule unless substantial changes are made in the calculation.

Two things have happened that have created this crisis. First was the loss of "gap" financing which was caused by the credit crunch and the reduction in subsidies by Congress last year. (Gap financing is generally third party lender financing that is not Title IV, such as Sallie Mae or Citibank lending directly to the student as discussed above. The gap is the difference in the tuition price and the amount of financial aid the student receives.) This loss caused our 90/10 ratio to go from 78% in 2007 to 88% this year. (And, this year we still had around $3 million in gap financing that helped us get down to the 88%. This will not be there next year.)

The second cause for the crisis is the increase in Title IV this year. The unsubsidized loan increase of $2,000 and the increase in the Pell grant of a little less than $500 causes the amount of financial aid available to increase from around $10,500 to $13,000 per academic year. That means that we have to cover the $13,000 with 10%. The only way to do that is to raise tuition by around 110% of the increase. This forces the student to come out of pocket more during his or her period of enrollment as well as after they get out of school. Since they will also owe more money in loans student loan default rates will increase. In our current modeling we are presuming we will raise tuition by over $2,400 per year—a ridiculous amount considering the current economic situation.

In other words, 90/10 is a lose/lose/lose regulation. Students lose because they have to pay more to go to school, get kicked out of school for not making their payments, or just don't go to school at all. We lose because we have fewer student, higher drop-out rates and higher default rates on loans. And, the taxpayer loses for all the above reasons. There is one winner though—state-supported two-year colleges. Community colleges are very much in favor of this rule. They don't have to comply with it but they know it hurts us and our students. They know that it will reduce competition, not just for students but also for the money they get for those students. If that sounds a little like a conspiracy theory I have to say that I've been doing this for over 25 years and I've seen this before.

The easy solution is to allow us to count the $2,000 unsubsidized loan increase toward the 10%. This has been mentioned and is under consideration by the Conference Committee, so I am told. Since this increase was made with the intention of helping students who could no longer get third-party loans for their gap financing this seems like a logical extension of the intent of the law.

Please ask Senator Brown to support us in making this change. We need your support to help us change this rule that is so damaging to all those involved.

Jerry Barnett, Chairman

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11-000087

Education America, Inc
Redacted by HELP Committee

P.S. I have copied Redacted by HELP Committee, our Campus President at our Cleveland campus so that he may provide you with more data that illustrates my points. I have also copied Redacted by HELP Committee from the Career College Association who is helping our industry bring attention to this problem.

22-000144

Jenny Widener

From:	Director for Borrower Student Services
Sent:	Tuesday, December 08, 2009 11:15 AM
To:	Reid Allison
Subject:	RE: Cohort Default Rates--Three Year Calculation Publication
Categories:	Red Category

According to the announcement in Nashville, these are true numbers. They reportedly tracked the actual cohort universe for an additional year and these are the numbers. I agree with you that some of them look out of line. We had some OPE-ID changes that may have skewed the numbers, ED may have made some errors, or this may actually be what happened with some cohort universes after default aversion activity stopped. We've known all along what ED finally figured out – that most of the borrowers who receive payment postponements (forbearance, deferment) during the cohort period ultimately default after the postponement ends. That's the primary reason ED is made the change to a 3-yr CDR – they decided we were getting off too easy.

We could try to determine whether or not the numbers are accurate by digging into it ourselves but it would be very labor intensive and time consuming.

Director for Borrower Student Services

From: Reid Allison
Sent: Tuesday, December 08, 2009 9:57 AM
To: Director for Borrower Student Services
Subject: RE: Cohort Default Rates--Three Year Calculation Publication

Chuck, do you know how these calculations work? Are they "projected" or actual? The 2005 and 2006 numbers for Lafayette and San Diego look screwball

From: Director for Borrower Student Services
Sent: Monday, December 07, 2009 3:46 PM
To: Jack Forrest
Cc: Jerry Barnett; Reid Allison
Subject: RE: Cohort Default Rates--Three Year Calculation Publication

Jack . . . Here are the FY-05, FY-06, & FY-07 three-year trial CDRs for our seven school code groups. Most 3-year CDRs are 3 to 4 times higher than the 2-year rates. However, a few of the FY-05 rates are 5 and 6 times higher and even one (Houston) that is 12 times higher. I suspect the higher increases for FY-05 are the flip result of the mandatory forbearances following Katrina, et al, which drove the official rates artificially low.

Director for Borrower Student Services

005203 Lafayette Group

Fiscal Year	Rate Type	Numerator	Denominator	Rate	Process Date

Education America, Inc.
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29-000003

APPLICATION AND ENROLLMENT AGREEMENT

Remington College – Mobile Campus

(A Main Campus with Branch Campuses of Remington College – Little Rock Campus, Remington College – Memphis Campus, and Remington College – Nashville Campus)

This Application and Enrollment Agreement collectively with any addendum attached hereto (the "Agreement") is made by and between the individual listed below and Remington College - Mobile Campus, Inc. d/b/a Remington College - Mobile Campus 828 Downtowner Loop West, Mobile, AL 36609, (251) 343-8200, FAX: (251) 343-0577 ("Campus"). The execution of the Application for Admission portion of this Agreement shall constitute only an application for enrollment in the Program offered by the Campus and does not bind the individual to the terms of the Enrollment Agreement portion of this Agreement.

APPLICATION FOR ADMISSION

Name | Date of Birth (m/d/y) | Age | Home Phone #

Address | Work Phone #

City | State | Zip | Cellular Phone #

E-mail Address | Social Security Number

Information below to be completed by a Campus representative:

New Applicant – applying as a new full-time Student | **Prior Student Re-Applying** – as a full-time Student. | **Current Student Changing Programs** as a full-time Student.

Title of Program "Program" | Graduation Award

*Meeting Hours | Start Date

Total Quarter Credit Hours in Program | Total Clock Hours in Program | Estimated Number of Weeks Required to Complete Program | Projected Date of Graduation/Completion

* The Program is a residential program and the meeting hours shown above are the hours when classes are scheduled to be held. The meeting hours are subject to change. See Changes In Scheduling For Courses And Programs Section for additional information on class scheduling.

CLERY ACT INFORMATION

As a Prospective Student, you have a right to receive a copy of the Campus Crime and Security Report in accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The report includes information on the Campus' security policies and procedures and specific statistics for criminal incidents and arrests on Campus. This report may be requested from the Campus Director of Education or the Campus President, as set forth in the "Health, Security, and Safety" section of the Catalog. This information may also be obtained at any time by visiting the following website: http://clery.remingtoncollege.edu

FERPA INFORMATION

Under the authority of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Students have the right to examine certain education records maintained by the Campus which pertain to the Student. The Student has a right to inspect and review his/her education records, seek amendment to his/her records or file a complaint for failure to provide such information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. The rights, limitations and procedures applicable to obtaining such information are set forth in the "Examination of Students Records" section of the Catalog. The Campus may not disclose education records to third parties without first receiving written consent from the Student, unless disclosure is otherwise permitted by FERPA. Under applicable federal laws the Campus may be required to provide or disclose the contents of the Student's records to governmental agencies or accrediting agencies.

I hereby apply for admission to the Campus in the Program identified above. I understand that the admission requirements set forth in the Campus Catalog or this Agreement must be satisfied to be a Student at the Campus. I further acknowledge that I understand I will be given the opportunity to review this entire Agreement before it becomes a binding agreement and when I sign the Student Confirmation of Enrollment, I will be agreeing to be bound by the terms of the contract.

I represent that I am a high school Graduate, or have a GED or the equivalent. (Initial the correct answer.) Yes ______ No ______

If yes, I acknowledge that I must submit written proof in a form acceptable to the Campus of my high school Diploma, GED, or equivalent before the end of the Drop/Add Period for my first Term.

I acknowledge I have received a Catalog with a Date of Publication of ______ (m/d/y) and a Catalog/Volume # of ______ (and any addenda thereto) and a copy of this Agreement.

Applicant's Signature | **Application Date**

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29-000004

ENROLLMENT AGREEMENT

CAPITALIZED TERMS

Capitalized terms within this Enrollment Agreement are defined in the Definitions section at the end of this agreement.

CATALOG

The Campus provides each Student with a Campus Catalog and any addendum thereto (collectively the "Catalog") which describes the courses in the Program, policies that govern admission, attendance, conduct, Financial Aid, Financial Assistance, grievance procedures, and other important aspects of being a Student at, and graduating from the Campus. The Catalog is incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and the Catalog, the provisions of this Agreement shall control.

TUITION AND FEES

The Application Fee for this Program is $50.00

This Agreement covers the Student's payment obligations for the Tuition Period. For Bachelor Degree Programs, the length will be six (6) quarters if the student is continuously enrolled and does not drop/is not dropped. For Associate Degree Programs, the length will be eight (8) quarters if the student is continuously enrolled and does not drop/is not dropped. For Diploma Programs, the length will be three (3) quarters if the student is continuously enrolled and does not drop/is not dropped. Tuition is the amount the Student will be charged for all Credit Hours attempted, which includes books, supplies and equipment necessary for the Program.

The Student agrees to pay Tuition to the Campus as follows:

The Student shall be charged as Tuition the Cost per Credit Hour of $ __________ for all scheduled Credit Hours in a Payment Period. If a Student Drops prior to completion of all Credit Hours scheduled for a Payment Period, the Student will be charged in accordance with the Institutional Refund Policy, as noted in the "Institutional Tuition Charging Policy" section of this Agreement. If the Student repeats a course, the Student will have to pay for each course repeated at the Cost Per Credit Hour set forth above.

The Student's obligation to pay Tuition under this Agreement is not contingent upon the Student receiving Financial Aid or Financial Assistance. Stated otherwise, the Student will owe the Tuition due under this Agreement even if the Student does not receive Financial Aid or other Financial Assistance or if the Financial Aid or other Financial Assistance received is inadequate to pay the Student's Tuition obligations in full.

Transfer Credits accepted, if any, will be applied to reduce the Student's Tuition obligations at the same Cost per Credit Hour the Student would have been charged for the Credit Hours had the Student not had Transfer Credits.

Set forth below are estimates of the Tuition for the Program (prior to any adjustments for Transfer Credits or Tuition charges for courses repeated).

Total Estimated Tuition

The total Tuition (as calculated below) is the amount of Tuition the Student will incur if the Student completes all of the courses for the Program without repeating any courses or receiving any Transfer Credits.

1. Cost per Credit Hour $ ______ 2. Total Credit Hours in Program (x) ______ 3. Total Estimated Tuition $ ______
4. Application Fee $ 50.00 5. Total Estimated Cost of Program $ ______

The Student acknowledges that the Student understands how Tuition is calculated and the amount of Tuition the Student is obligated to pay.

Student's Initials ________ Date ________ School Representative's Initials ________ Date ________

FINANCIAL ASSISTANCE ESTIMATION PROCESS AND STUDENT INFORMATION REQUIREMENTS

The Campus will consider granting the Student a Tuition payment deferral if, and only if, the Campus has a reasonable basis to believe that the Student will receive Financial Aid or other Financial Assistance from a funding source acceptable to the Campus, in its sole discretion, in an amount acceptable to the Campus. The Student shall remain liable to the Campus for all Tuition owed to Campus by the Student notwithstanding the Campus' deferral of the Student's Tuition payment obligations in anticipation of the receipt of Financial Aid or other Financial Assistance. The Student agrees to pay any unpaid Tuition immediately after a determination is made as to the amount of Financial Aid or other Financial Assistance the Student will receive.

The Campus will provide the Student a preliminary estimate of the Financial Aid or other Financial Assistance that the Campus initially anticipates the Student may be eligible to receive. This preliminary estimate will be based on the information provided to the Campus by the Student. Subsequent estimates may also be provided to the Student. Any such estimate (sometimes referred to as a "preliminary budget," "estimated budget," "tentative award letter" or by other similar references) is only an estimate.

The Student must provide any required or requested information necessary to make application for, or to receive Financial Aid or other Financial Assistance, and the failure to do so could prevent the Student from receiving Financial Aid or other Financial Assistance. The Student agrees to, and hereby represents and warrants that the Student will provide such requested information promptly, and further agrees to execute any and all documents necessary to facilitate receipt of such Financial Aid or other Financial Assistance. Failure by the Student to provide all required or requested information in a complete and/or timely fashion may preclude the Campus from being able to assist the Student in obtaining Financial Aid or other Financial Assistance. The Campus shall have no liability to the Student for any damages suffered by the Student as a consequence of, or resulting from, the Student's inability to obtain Financial Aid or other Financial Assistance for failure to provide information.

See Pages 2-12 For Balance Of Terms Of Agreement

IN THE EVENT THE STUDENT DROPS OR IS DROPPED, THE STUDENT MAY BE ENTITLED TO A REFUND OF A PORTION OF THE TUITION PAID. CONVERSELY, ADDITIONAL MONIES MAY BE OWED BECAUSE THE CAMPUS MAY BE REQUIRED TO RETURN FINANCIAL AID OR OTHER FINANCIAL ASSISTANCE UNDER THE REGULATIONS APPLICABLE TO THE FINANCIAL AID OR OTHER FINANCIAL ASSISTANCE PROGRAMS UNDER WHICH THE STUDENT RECEIVED FINANCIAL AID OR OTHER FINANCIAL ASSISTANCE.

By execution of the Confirmation of Enrollment, the Student acknowledges and agrees to the following (i) that the Student fully understands that the Campus cannot and does not make any assurance, warranty or representation that the Student will receive any specific amount of Financial Aid or other Financial Assistance and that the Campus disclaims any obligation to provide the Student with a guarantee of the amount of Financial Aid or other Financial Assistance the Student will receive; (ii) that the Student has been advised that differences may exist between the estimates of Financial Aid or other Financial Assistance and final determinations as to the amount of Financial Aid or other Financial Assistance the Student may ultimately be eligible for or receive. To the fullest extent allowed by law, the Student releases the Campus from any damages the Student may incur if the Financial Aid or other Financial Assistance amount that the Student is ultimately eligible to receive differs from the estimated amount.

The Student hereby acknowledges that the Student understands the obligation of the Student to provide Financial Aid or other Financial Assistance information and that the failure to do so may affect the Student's ability to obtain Financial Aid or other Financial Assistance which will not excuse the Student from the Student's financial obligations to the Campus and that any loan or grant proceeds received by Remington College on the Student's behalf will be used to pay the Student's obligations for Tuition.

Student's Initials Date Campus Representative's Initials Date

THREE (3) DAY RIGHT OF CANCELLATION AND TO REFUND OF ALL PAYMENTS

THE STUDENT MAY CANCEL THIS AGREEMENT WITHOUT PENALTY AND TERMINATE THE STUDENT'S OBLIGATIONS HEREUNDER, BY NOTIFYING THE CAMPUS IN WRITING PRIOR TO MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THIS AGREEMENT IS SIGNED BY THE STUDENT.

IF THE STUDENT HAS NOT VISITED THE CAMPUS PRIOR TO EXECUTION OF THIS AGREEMENT, THE STUDENT MAY CANCEL THIS AGREEMENT WITHOUT PENALTY AND TERMINATE THE OBLIGATIONS HEREUNDER WITHIN THREE (3) BUSINESS DAYS FOLLOWING THE EARLIER OF (A) A REGULARLY SCHEDULED ORIENTATION OR (B) A TOUR OF THE CAMPUS FACILITY AND INSPECTION OF EQUIPMENT.

IF THE STUDENT GIVES THE REQUIRED NOTICE OF CANCELLATION (AS DESCRIBED BELOW), ALL PAYMENTS MADE BY THE STUDENT PURSUANT TO THIS AGREEMENT, WILL BE RETURNED WITHIN THIRTY (30) DAYS FROM THE RECEIPT OF THE STUDENT'S WRITTEN NOTICE OF CANCELLATION.

TO BE EFFECTIVE, STUDENT'S NOTICE OF CANCELLATION MUST BE IN WRITING AND MAILED OR DELIVERED TO THE PRESIDENT OF THE CAMPUS IN MOBILE, ALABAMA AT THE ADDRESS SET FORTH ON PAGE 1 OF THIS AGREEMENT.

Student's Initials Date Campus Representative's Initials Date

RETURN OF MONIES PAID AS TUITION IF APPLICANT IS NOT ACTIVATED

If an Applicant does not attend enough classes to be activated as a Student or otherwise fails to meet the criteria for activation, the Applicant will not be charged any Tuition, and any monies previously paid as Tuition will be refunded. (See Catalog for the Campus' Activation Policy.) The Campus will make any refund to which an Applicant may be entitled under this section within thirty (30) days of the Applicant's enrollment being cancelled.

TUITION REFUND POLICY AFTER THE STUDENT IS ACTIVATED AND SUBSEQUENT WITHDRAWAL

If the Student is activated and Drops or is Dropped from the Campus, the Student's Tuition charges and the amount of Financial Aid or other Financial Assistance that the Student (on the Campus or the Student's behalf) is allowed to retain may require adjustment based on the Student's period of attendance at the Campus. The computation of the required adjustments caused by the Student ceasing to be a Student is referred to as the "Exit Calculation." The Exit Calculation is performed in accordance with the Institutional Refund Policy and the Federal Return of Title IV Funds Policy. A separate calculation is performed using each of these refund policies, and the adjustment to the Student's Tuition charges, if any, is made. For a detailed description of the Institutional and Federal refund policies, see discussion below. A separate calculation is performed to determine the amount, if any, of Federal Title IV Funds which must be returned to the appropriate funding sources. Any required refunds of Federal Title IV Funds will be made within forty-five (45) days after the earlier of the date on which it has been determined that a Student Drops, has been Dropped, or is deemed to have been Dropped. Any refund of funds other than of Federal Title IV Funds will be made in accordance with applicable law.

WITHDRAWAL NOTIFICATION

In the event a Student withdraws from the Student's Program, it is the Student's responsibility to notify and meet with the Education and Student Finance Department.

Student's Initials Date Campus Representative's Initials Date

See Pages 3-12 For Balance Of Terms Of Agreement

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EXIT CALCULATION AND TUITION REFUND POLICIES

The following is a brief and general explanation of rules, regulations and policies applicable to the making of the Exit Calculation. In the event that any conflict exists between this explanation and the rules, regulations and policies applicable to the various Financial Aid or other Financial Assistance programs, such rules, regulations and policies as modified and amended from time to time shall be applied. This explanation is not intended to be a complete and thorough explanation of all of the applicable components of the Exit Calculation, and should not be relied upon as such by any Prospective Student, Applicant or Student. In the simplest terms, the Exit Calculation and Tuition Refund process consists of four (4) steps:

1) Computing the amount of tuition that the Student is charged for a Payment Period in which the Student Drops or is Dropped in accordance with the applicable Institutional Refund Policy, as noted in the "Institutional Tuition Charging Policy" section of Refund Policy as set forth below.
2) Determining what, if any, amounts from Financial Aid and/or other Financial Assistance programs are required to be returned to the fund sources. For a discussion of amounts required to be returned under Return of Title IV Funds regulations, see "Return of Title IV Funds" section below.
3) Adjusting the Student's account based on the calculations of (1) and (2), making the appropriate refunds, if any, based on the calculations of (1) and (2) above and determining whether the Student owes the Campus any additional monies as a result of the adjustments, or whether the Student has a credit balance (amount owed to the Student's account) after applying any additional institutional and non-institutional charges, including any prior year balances, against the credit balance.
4) Refunding any credit balance to the Student's lenders (see "Refund Distribution Order for the Return of Title IV Funds" section).

Institutional Tuition Charging Policy (Also Known as the Institutional Refund Policy)

The Campus charges a $100 administrative fee for any Student who Drops or is Dropped before 60% of the calendar days in a Payment Period. The table below indicates the amount of Tuition the Applicant will be charged (the amount the Campus has earned) if the Applicant is activated and Drops or is Dropped. Applicants not activated will receive a refund of all Tuition paid for that Payment Period.

If Student Drops or is Dropped when classes have been held for:	Student's Tuition Charges Will Be:
10% or less of a Payment Period	10% of the current Payment Period tuition cost + Adm. Fee
More than 10% but not more than 20%	20% of the current Payment Period tuition cost + Adm. Fee
More than 20% but not more than 30%	30% of the current Payment Period tuition cost + Adm. Fee
More than 30% but not more than 40%	40% of the current Payment Period tuition cost + Adm. Fee
More than 40% but not more than 50%	50% of the current Payment Period tuition cost + Adm. Fee
More than 50% but not more than 60%	60% of the current Payment Period tuition cost + Adm. Fee
More than 60% of a Payment Period	100% of the current Payment Period tuition cost

Return of Title IV Funds

Up through the point in time when 60% of the calendar days in a Payment Period has passed, a pro rata schedule is used to determine how much Title IV Financial Aid program funds (Title IV Funds) the Student has "earned" (is entitled to retain) at the time the Student Drops or is Dropped. After the 60% point, the Student has earned 100% of Title IV Funds.

For purposes of calculating any required return of Title IV Funds, the percentage of the Payment Period completed is the number of calendar days that have occurred from the beginning of that period until the Student's last date of attendance divided by the total number of calendar days in the Payment Period for which the Financial Aid is awarded. "Calendar days" is defined in and will be interpreted in accordance with applicable regulations, which may not represent the actual number of calendar days in every case. For example, scheduled breaks of at least five (5) consecutive days are excluded from the total number of calendar days in a Payment Period (denominator) and the number of calendar days completed in that period (numerator).

Refund Distribution Order for the Return of Title IV Funds

Refunds of unearned Tuition payments will be made first to government agencies or lending institutions funding the Student. Refunds of Title IV Funds will be made in the following order:

1) Unsubsidized Federal Stafford loans
2) Subsidized Federal Stafford loans
3) Unsubsidized Direct Stafford loans (other than PLUS loans)
4) Subsidized Direct Stafford loans
5) Perkins loans
6) Federal PLUS loans
7) Direct PLUS loans
8) Federal Pell Grants for the Payment Period for which a return of funds is required
9) Academic Competitiveness Grant (ACG)
10) National SMART Grant
11) Federal Supplemental Educational Opportunity Grants ("FSEOG") for the Payment Period for which a return of funds is required
12) Other assistance under this Title for which a return of funds is required (e.g. LEAP)
13) Alternative Loans (non-Title IV Funds)
14) Student

Return of Student Credit Balances Upon Graduation

Upon graduation, if a credit balance exists, the credit balance will be used to cover any additional institutional and non-institutional charges including but not limited to current and/or prior year balances. Any amount remaining at that point will be refunded in the same order as described above under the Exit Calculation and Tuition Refund Policies.

See Pages 4-12 For Balance Of Terms Of Agreement

The Student hereby warrants that the Student has reviewed the "Exit Calculation and Tuition Refund Policies" section of this Agreement, and has had an opportunity to have the refund policy explained prior to executing the "Confirmation of Enrollment" section of this Agreement, and that the Student has no questions regarding these refund policies.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

FORCE MAJEURE

The Campus will not be liable for any damages including but not limited to consequential damages resulting from the Campus' inability to fulfill the Campus' obligations under this agreement including but not limited to the failure to provide the instruction and other resources necessary to enable a Student to complete the program in which a Student has enrolled or receive a graduation award where such inability or failure is directly or indirectly caused by or results from a fire, war, terrorist act, strike, work stoppage, riot, utility failure or shortage, damage by the elements, act of nature, acts of God or any other cause beyond the control of the Campus. In the event the Campus is unable to perform any of the obligations under this agreement, for any of the reasons set above, the Campus shall not be responsible for any damages including but not limited to consequential damages or have an obligation to issue tuition refunds, other than as required by an applicable refund policy.

CHANGE IN SCHEDULING FOR COURSES AND PROGRAMS

The Campus reserves the right to reschedule the date a course or Program will start or the scheduled meeting hours of any course or Program and such decision shall be at the sole discretion of the Campus. Absent the occurrence of a Force Majeure event, the maximum period for possible delay of a scheduled starting date for a course or Program shall be 120 days. In the event of a Force Majeure event, the delay will be as long as necessary to make repairs required to enable the Campus to conduct courses. The Campus may elect not to continue its operations upon the occurrence of a Force Majeure, and in such event, the Student will receive a refund of tuition in accordance with the applicable refund policy and applicable law. The Tuition for a rescheduled course or Program will remain unchanged. Any Student who has had a course or Program rescheduled may elect to accept the new course or Program commencement date or to receive a refund of Tuition paid for the rescheduled or interrupted course or Program.

The Campus reserves the right to assign courses to the Student on the basis of the availability of classrooms and instructors. The Catalog provided to the Student identifies the courses that must be successfully completed in order to obtain a graduation award for the Program. The curriculum listed in the Catalog for the Program is what the Campus is offering at the time of this Agreement. The Campus reserves the right and the Student agrees the Campus shall have the option to change the curriculum applicable to the Program. The Student agrees such curriculum changes may include, but shall not be limited to, the deletion of a course, substantial modifications to a course, or the substitution of a course for a deleted course. The Student acknowledges that the Student has executed this Agreement with the knowledge that the curriculum set forth in the Catalog for the Program may be modified by the Campus from time to time at the sole discretion of the Campus, and that the Campus does not guarantee that all the courses identified in the Catalog for such Program will remain the same or be offered.

The number of weeks set forth on Page 1 of this Agreement is an estimate of the period of time the Student will have to attend class as a full time Student to graduate from the Program if the Student enrolls in the required courses when available. The Campus may not offer every course described in the Catalog each Term, which may require the Student to attend class for a number of weeks exceeding the estimate set forth on Page 1 of this Agreement. The Campus may not offer the course(s) required for the Program in any particular sequence.

The Student acknowledges and agrees that the Student has executed this Agreement with the knowledge that the Campus may not offer the course(s) required for the selected Program in any particular sequence, that the Campus has the absolute right to modify or substitute courses in its sole discretion (provided such changes will not preclude the Student from obtaining the graduation award for the Program in which the Student is enrolled), and that the number of weeks the Student is required to attend class may vary from the number of weeks estimated on Page 1 of this Agreement.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

DISMISSAL FROM PROGRAM FOR FAILURE TO COMPLY WITH CAMPUS' RULES AND REGULATIONS

The Student agrees to comply with the Campus' Rules and Regulations as set forth in the Catalog, this Agreement, and as may otherwise be published from time to time (the "Rules and Regulations"). The Campus may suspend the Student, or the Student may be Dropped for any of the following: (i) failure to comply with the Rules and Regulations, (ii) failure to maintain Satisfactory Academic Progress as set forth in the Catalog, (iii) excessive absences (For details, please see the Attendance Policy as set forth in the Catalog), (iv) failure to make payment when due, or non-payment of Tuition or fees or (v) a breach of this Agreement or any other agreement between the Student and the Campus.

In addition, a Student enrolled in a Bachelor program may be Dropped if the Student does not submit a copy of the Student's transcript reflecting the prerequisite credit hours or degree before the end of the Drop/Add period for the First Quarter the Student attends classes.

GRADUATION

To be eligible for graduation and to receive a graduation award, a Student must complete all required courses with a passing grade, accumulate the total number of Credit Hours required for graduation from the program of study, achieve a Cumulative Grade Point Average of 2.0 or better, meet all other academic criteria for graduation (as set forth in the Catalog), not be delinquent on any financial obligations to the Campus, and complete all graduation and exit-related forms and requirements. **The Student's receipt of a graduation award does not constitute a guarantee of employment or that the Student will be eligible to sit for or able to pass a certification or license exam required for the Student to be employed in a chosen field in the state where the Student is enrolled or in another state.**

See Pages 5-12 For Balance Of Terms Of Agreement

29-000008

LAPTOP COMPUTER – PROPERTY OF THE CAMPUS UNLESS AND UNTIL TITLE TRANSFERRED

If Student enrolls in a Degree program for which the Campus provides the Student a laptop computer that the Student may use on or off Campus, the Student hereby acknowledges that the computer is owned by the Campus and Student will have no ownership of such computer, except in accordance with the terms of this Agreement. Laptop computers may not be provided for all Degree programs. Laptop computers are provided for the following Degree programs: Computer and Network Administration, Criminal Justice, and Electronics and Computer Technology. The Student's right to have possession and use of the laptop computer is conditioned upon the Student abiding by the terms of this Agreement. The Student acknowledges and understands that the laptop computer they will be provided pursuant to this Agreement may be either new or used depending on availability. This means that some students could receive a new computer, while other students in the same Program may receive a used computer. The Campus does not represent that each student will receive a new laptop computer.

The computer software, configurations, and images are customized to the Campus' specifications. The software on the computer issued is licensed to the Campus and must not be copied or transferred in any manner. In programs where laptop computers are issued to students, the computer is considered to be a necessary part of the program, and no other laptop or notebook computer may be used on the Campus' computer network.

The Student is responsible for any damage to the computer issued to the Student, irrespective of the cause of such damage. The Student must pay for any repairs required to be made to the computer resulting from such damage. The Student will not be charged for routine maintenance to the computer or for technical assistance.

In the event that the laptop computer issued to the Student is lost or stolen, the Campus may provide a replacement computer on loan for use by the Student during the remainder of the Student's program. The Student agrees and acknowledges that use of the replacement computer will be subject to all terms and conditions applicable to the original computer issued, except that under no circumstances will this replacement computer ever become the property of the Student. If the Student fails to return the replacement computer, the Student will be charged $500.

If the Student successfully completes all Program courses, and is not delinquent on any payments owed to the Campus at the time of the completion of the Program, then, and only then, the Campus will transfer title of the laptop computer to the Student.

If the Student fails to complete the Program, the laptop computer, which is the property of the Campus, must be returned to the Campus. In these circumstances, if the Student does not return the laptop computer to the Campus, the Campus will consider the computer to have been stolen and converted by the Student, and will take such legal actions as it deems appropriate.

If the Student successfully completes all Program courses, but is delinquent on any payments owed to the Campus at the time of the completion of the Program, then the Campus will not transfer title of the laptop computer to the Student at that time, and the Student is required to promptly return the laptop computer to the Campus. If the Student has successfully completed all Program courses, but is delinquent on any payments owed to the Campus at the time of the completion of the Program, the Student shall have fifteen (15) days to bring their account with the Campus current, at which time the Campus will transfer title of the computer to the Student. If the Student in these circumstances who has not paid all delinquent amounts to the Campus, he/she will not get title to the laptop computer and will be charged a fee of $500 if the computer is not returned to the Campus within thirty (30) days of the end of the Student's final Quarter.

The Student agrees that the Campus retains ownership of the computer until the Campus transfers title to the Student upon meeting the conditions described in paragraph five above.

Student's Initials ______ Date ______ School Representative's Initials ______ Date ______

CAREER SERVICES
REMINGTON COLLEGE CANNOT AND DOES NOT GUARANTEE EMPLOYMENT BEFORE OR AFTER GRADUATION.

The Campus offers the services set forth in the "Career Services" section of the Catalog to assist the Student in his or her efforts to obtain employment after graduation. The Student acknowledges it was explained, and the Student understands that the availability of Career Services and the assistance provided by the Career Services staff is not a guarantee or an assurance of a Student's employability upon graduation or that the Student's use of the Career Services provided by the Campus will result in employment.

The Student agrees to execute, when necessary, any documentation required by FERPA to authorize the Campus to release the Student's information to prospective employers of the Student so that the Career Services staff can assist the Student in his or her search for employment. The Student understands that the failure to make such authorization could impair the ability of the Career Services staff to assist the Student in his or her search for employment.

If it has been implied or expressly represented to the Student by any employee of the Campus that availability of Career Services is a guarantee of employment upon graduation, then the Student must not sign this Agreement and notify the Campus President immediately.

The Student further acknowledges that the Student understands that the Campus does not guarantee the Student's employment or employability, and that upon graduation the Student may not be able to find employment. In addition, the Student acknowledges that the Student understands that the Campus does not guarantee the Student will be eligible to sit for or able to pass a certification or license exam required for the Student to be employed in a chosen field in the state where the Student is enrolled or in another state.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

See Pages 6-12 For Balance Of Terms Of Agreement

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TRANSFER OF CREDIT

To the Campus

The Campus may accept transfer credits (quarter hours) for degree programs only from certain accredited colleges and universities. Transfer credits may be accepted for degree and diploma programs from other Remington College campuses provided that such courses satisfy Program requirements of the Campus, meet the additional requirements set forth below, and are accepted at the discretion of the Director of Education of the Campus or the Campus President. Appeals of decisions regarding transfer credits may be directed to the Chief Academic Officer for all Remington College Campuses (or his/her designee). For transfer credits to be considered acceptable students must have an official transcript sent directly to the Campus from the college or university that awarded the credit.

Transfer credits will not be accepted unless the student obtained a minimum grade of "C." Transfer credits must be accepted by the Director of Education of the Campus or the Campus President no later than the end of the drop/add period of the first term in which the student is enrolled (See Activation Policy section for information about the drop/add period). Each course transferred from any college other than a Remington College will be posted to the student's academic transcript as a "TR." Each course transferred from another Remington College will be posted to the student's academic transcript as a "TR-A," "TR-B," and "TR-C;" the A, B, or C indicates the grade the student received at the other Remington College. It is the responsibility of the student to verify whether transfer credits have been accepted by the Campus and a student should not assume that any transfer credits will be accepted by the Campus.

If a student has transfer credits that have been accepted by the Campus, and then elects to attend the class, the student will be charged for the class, and the grade earned will be included in computing the student's grade point average.

No more than 50% of a degree program's total required credit hours to graduate may be fulfilled with transfer credits, unless the transfer of credit is from one Remington College campus to another, in which case more than 50% may be transferred. Certain state regulations may restrict the number of credit hours that may be transferred into certain programs.

For students transferring from one Remington College campus to another Remington College campus, all applicable classes and grades must be transferred to accurately calculate the Cumulative Grade Point Average.

Limitations on Transferability of Credits to Non-Affiliated Educational Institutions

The Student is advised that the decision of whether an educational institution will accept transfer credits is made at the sole discretion of the "accepting institution." The Campus has no ability to influence whether a non-affiliated college or educational institution will accept the transfer of credits from the Campus. Accordingly, the Campus does not make any representation that credits from the Campus will be transferable to any non-affiliated college or educational institution, nor is any representative of the Campus authorized to make any such representation or promise of transferability. The Student understands the general rule is that credits from the Campus do not transfer, and the Student acknowledges he or she has been advised of this fact.

The Student acknowledges that the Student has not been told by any Campus employee nor has it otherwise been represented to the Student that the credits earned at the Campus will transfer to any educational institution other than another Remington College campus. The Student also acknowledges that the Student has not been told by any Campus employee nor has it otherwise been represented to the Student that all Credits earned at the Campus or at another Remington College campus are transferable to another Remington College campus. The Student agrees the Campus shall have no liability to the Student if the credit received from the Campus will not transfer to another educational institution, including but not limited to another Remington College campus.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

DISPUTE RESOLUTION PROCEDURES AND ALTERNATIVES

From time to time, Students may have disputes with the Campus related to recruitment, enrollment, attendance and/or other relationship with the Campus. It is the goal of the Campus to resolve all such disputes promptly, fairly and directly with the Student without the intervention of third parties. If this method of resolution is unsuccessful, then such unresolved disputes shall be resolved by one (1) of the methods described below.

In order to provide a chance to resolve disputes directly between the Campus and the Student without the intervention of third parties, the Student agrees that he or she will not pursue claims in court or by arbitration until the Student has fully exhausted the Campus, State Board or Commission grievance procedures as described below.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

Campus Grievance Procedures

A grievance is defined as any dispute between the Student and the Campus. The Student agrees that if the Student has a grievance, the Student must put the grievance in writing and submit it in accordance with the Campus Grievance Procedures section in the Catalog and the grievance will be resolved in accordance with the Campus Grievance Procedures. Any grievance related to sexual harassment should be reported immediately in accordance with the Campus' Sexual Harassment Policy as set forth in the Catalog. Allegations of sexual harassment will be handled as set forth in the Catalog to the extent such policies conflict with this Agreement.

Accrediting Commission and State Board Complaint and Grievance Procedures

Notwithstanding the Campus (sometimes referred to in this section as a "School(s)") grievance procedure, students may submit grievances or complaints at any time to the appropriate accrediting commission or council or to the applicable state regulatory agency ("State Board").

Accrediting Commission

See Pages 7-12 For Balance Of Terms Of Agreement

29-000010

STUDENT COMPLAINT/GRIEVANCE PROCEDURE

Schools accredited by the Accrediting Commission of Career Schools and Colleges of Technology must have a procedure and operational plan for handling student complaints. If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints considered by the Commission must be in written form, with permission from the complainant(s) for the Commission to forward a copy of the complaint to the school for a response. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission. Please direct all inquiries to:

Accrediting Commission of Career Schools and Colleges of Technology
2101 Wilson Boulevard, Suite 302
Arlington, VA 22201
(703) 247-4212

A copy of the Commission's Complaint Form is available at the school and may be obtained by contacting the Campus President.

State Board
Aggrieved students should first attempt to resolve complaints through the appropriate school officials. Student grievances not resolved by the school may be referred to the Alabama Department of Postsecondary Education.

Department of Postsecondary Education
Post Office Box 302130
Montgomery, Alabama 36130-2130
(334) 242-2900

Alternative Dispute Resolution

In the event that the above grievance procedures do not result in a satisfactory resolution of the dispute, or the Student is not satisfied with any response to his or her written complaint filed with the Commission, Council or State Board, the Student and the Campus agree that any Claim, as hereinafter defined, by either the Student or Campus against the other, or against the employees, agents, owners or officers of the Campus or any affiliates of the Campus or any officers of the owners of the Campus or assigns of the other, shall be resolved by binding arbitration conducted by 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 Campus and the Student 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 Campus from pursuing a Claim in a court other than Small Claims Court, or in any manner other than by arbitration.

The Student may contact the General Counsel's office at Remington Administrative Services, Inc. ("RASI") between 8:30a.m. and 5:30p.m. Eastern time at 500 International Parkway, Suite 200, Heathrow, FL 32746, (407) 562-5582 to obtain additional information regarding how to commence arbitration or where to file a Small Claims Court complaint. RASI will, upon request, provide the Student with a package of information on how to contact the AAA and obtain a copy of the AAA Rules (defined below). This package will contain information on the address of the appropriate Small Claims Court and where the Student can obtain a complaint form.

By way of general information, under the AAA Rules an arbitration may be commenced by notifying the other party in writing of the desire to arbitrate a dispute or claim (a "Demand") and submitting two (2) copies of the Demand to the AAA at the time it sends the Demand to the other party along with a copy of this Agreement and the required fees and deposits. Upon request, RASI will provide a Demand form, the address where the form should be sent along with a schedule of the required fees.

"Claim" means any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, tort or equitable claims between the Student and the Campus including, but not limited to, one arising from or relating to any of the following: (i) the Student's execution of this Agreement and the obligations of the Student or the Campus hereunder, or the validity, enforceability or scope of this Agreement, (ii) the Student's recruitment and application for admittance, including, but not limited to, any advertisement, promotions, or other oral or written statements relied upon by the Student in deciding to attend the Campus, (iii) the Student's attendance at the Campus 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 Campus, or matters related to the Student's Financial Aid or other Financial Assistance or the provision or performance of Career Services, and (v) any discrimination, civil rights, or sexual harassment claims.

The arbitration shall be governed by the Federal Arbitration Act ("F.A.A."), 9 U.S.C. Sections 1-16 and the AAA's Commercial Arbitration Rules as supplemented by the AAA's Supplementary Procedures For Consumer-Related Disputes ("AAA Rules") (collectively the "Arbitration Rules"). The arbitrator appointed by the AAA (the "Arbitrator") shall apply applicable substantive law consistent with the F.A.A., the Arbitration Rules and applicable statutes of limitation and honor claims of privilege recognized by law. The Arbitrator shall not conduct class arbitration, that is, the Arbitrator shall not allow the Student to serve as a representative in any capacity for others in the arbitration. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. This Arbitration Agreement shall survive satisfaction of the Student's obligations and termination of this Agreement.

Arbitration is mandatory and the Arbitrator's decision is binding, unless the Student pursues a Claim in Small Claims Court in lieu of arbitration.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

TIME FOR COMMENCING ARBITRATION OR OTHER ACTION

The prosecution by arbitration or otherwise of any Claim, must be commenced within one (1) year from the last date the Student attended the Campus, unless the Student has payment obligations to the Campus that extend beyond such one (1) year period. In the event the

See Pages 8-12 For Balance Of Terms Of Agreement

Student has payment obligations to the Campus that extend beyond the one (1) year period, the Campus or the Student may prosecute a Claim limited solely to the collection or payment of such financial obligation within the applicable statute of limitations.

In some states, the aforesaid one-year (1) limitations period will not be enforceable under applicable law. Students are advised to investigate their rights under applicable state law. If the aforesaid one (1) year limitation period is unenforceable, the Student and the Campus shall have the period allowed by applicable law to commence a Claim.

Limitation Of Liability And Damages

To the extent allowed by applicable law, the Student agrees to limit the liability of the Campus and its employees, agents, officers, owners and assigns, and the employees, agents, officers, owners and assigns, of any affiliates of the Campus (collectively the "Third Parties"), and not to seek damages against the Campus or any Third Parties, in amount in excess of the amount paid to the Campus by the Student, or on the Student's behalf, excluding any grants or scholarships that the Student has no obligation to repay ("Damage Limitation Amount"). This Damage Limitation Amount shall apply to any and all damages of the Student, including legal fees and costs recoverable against the Campus or any Third Party due to any Claim. The Student agrees that the Campus shall have no liability for consequential damages suffered by the Student as a consequence of any Claim. In some states, this limitation of damages may not be enforceable, and the Student should investigate whether this provision is enforceable.

Student's Initials ______ Date ______ Campus Representative's Initials ______ Date ______

Choice of Laws and Venue

This Agreement shall be governed by the laws of the State of Alabama. The Student and the Campus agree that venue for all Small Claims Court litigation and all arbitrations for which a hearing is conducted shall be in the nearest Small Claims Court in the county where the Campus is located.

See Pages 9-12 For Balance Of Terms Of Agreement

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CONFIRMATION OF ENROLLMENT

Campus Representative Certification

I certify that I have met with the Student and reviewed this Agreement with the Student and that the Student has initialed each of the sections where the Student's initials appear after being asked if the Student understood the applicable section of this Agreement and after I responded to any questions the Student may have asked. I initialed each section of this Agreement after I witnessed the Student initialing the same section. I advised the Student not to execute this Agreement if they had any unanswered questions about any of its provisions.

______________________________ ______________
Campus Representative's Signature Execution Date

____
Campus Representative's Name (Print Name)

Student Certification

The Student acknowledges by execution of the "Confirmation of Enrollment" section of this Agreement that the Student:

1) Had a tour of the Campus;
2) Received a copy of this Agreement prior to execution and the Campus Catalog;
3) Had a reasonable opportunity to review this Agreement and the Campus Catalog;
4) Read and understands this Agreement and the Campus Catalog;
5) Reviewed this Agreement with the Campus Representative prior to the execution of this Confirmation of Enrollment;
6) Understands the estimated length of the Program in academic terms and calendar time;
7) Has been informed that the total Tuition and fee cost of the Program is the amount of Tuition the Student will incur if the Student completes all courses for the Program without retaking any courses or receiving any Transfer Credits;
8) Understands what "transferability of credits" means and the specific limitations (if any) should the Campus have articulation agreements;
9) Had the refund policies set forth herein explained to the Student;
10) Has a general understanding of the refund policies or has had the opportunity to ask questions about the refund policies to gain such understanding;
11) Had an opportunity to ask any questions about this Agreement and the Catalog;
12) Has no further questions and that the Student, being an adult person, has a sufficient understanding of the terms of this Agreement and the Catalog to make an informed decision on whether to execute this Agreement;
13) Was advised by the Campus Representative not to execute this Agreement if the Student had any outstanding / unanswered questions about any of its provisions;
14) Initialed each of the sections in this Agreement where the Student's initials appear;
15) Reaffirms each of the prior representations and warranties contained in this Agreement;
16) Relied only on the information and statements published in the Catalog, written documents related to Financial Aid or other Financial Assistance (such as the tentative award letter), or contained in this Agreement in deciding to execute this Agreement, and has not relied on any oral statements, representations or promises;
17) Reaffirms that neither the Campus nor any of its employees, officers, agents, or any other Third Parties, have made any representation, guarantee or promise that the Student (i) will obtain employment after completion of the Student's selected Program at the Campus, (ii) will be eligible to sit for or able to pass any certification or license exam required for the Student to be employed in a chosen field in the state where the Student is enrolled or in another state, or (iii) about what salary or other compensation the Student might receive if the Student is employed subsequent to the Student's attendance at the Campus;
18) Understands and acknowledges that the availability of Career Services at the Campus is no guarantee of employment, and is provided merely to assist the Student in his or her search for employment;
19) Understands that by executing this Confirmation of Enrollment that the Student will be confirming and acknowledging the terms of this Agreement and the representations made to the Student; and
20) Confirms that the Student wants to enroll in the Campus pursuant to the terms of this Agreement and agrees that the terms of this Agreement will be binding and effective as of the date of the Campus President or Authorized Representative's signature as indicated below.

This Agreement and the Catalog constitute the entire agreement between the Student and the Campus and supersedes any prior oral or written agreements, which are herewith declared null and void.

See Pages 10-12 For Balance Of Terms Of Agreement

Education America, Inc.
Document 21, Page 10

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THIS AGREEMENT SHALL BECOME BINDING UPON EXECUTION BY THE STUDENT OF THE CONFIRMATION OF ENROLLMENT SECTION OF THIS AGREEMENT AND SIGNING OF THIS AGREEMENT BY THE CAMPUS PRESIDENT OR AUTHORIZED REPRESENTATIVE OF THE CAMPUS. THE STUDENT WILL BE PROVIDED A COPY OF THIS AGREEMENT AT THE TIME THE STUDENT EXECUTES THE AGREEMENT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

CAUTION TO PROSPECTIVE STUDENTS

IF ANYONE AFFILIATED WITH THE CAMPUS IN ANY WAY HAS PROMISED YOU ANYTHING NOT SPECIFICALLY DESCRIBED IN THIS AGREEMENT OR IN THE CATALOG, DO NOT SIGN THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY REPRESENT AND WARRANT: (1) THAT NO GUARANTEES OR INDUCEMENTS HAVE BEEN MADE TO YOU, AND (2) YOU HAVE BEEN PROMISED NOTHING BEYOND WHAT IS CONTAINED IN THIS AGREEMENT OR IN THE CATALOG, AND (3) YOU UNDERSTAND THAT THE CAMPUS IS RELYING ON THIS REPRESENTATION IN AGREEING TO ENTER INTO THIS AGREEMENT WITH YOU.

Student's Signature — Execution Date

Parent/Guardian's Signature (if applicable) — Execution Date

Parent/Guardian's Address (if applicable)

Campus President or Authorized Representative Confirmation of Enrollment
Executed on behalf of the Campus by the undersigned.

Campus President's Signature — Execution Date

Authorized Representative's Signature

Print Name

See Pages 11-12 For Balance Of Terms Of Agreement

DEFINITIONS

Capitalized terms used herein shall have the meaning defined in the Catalog, unless otherwise defined in this Agreement.

"Application Fee" means the fee of $50.00 charged for applying for admission.

"Arbitration Rules" shall have the meaning set forth in the "Alternative Dispute Resolution" section of this Agreement.

"Business Day" means any day the Campus conducts classes.

"Career Services" shall have the meaning set forth in the "Career Services" section of this Agreement.

"Clock Hour" means a time period consisting of not less than 50 minutes of class, lecture or recitation in a 60 minute period.

"Commission" means the Accrediting Commission of Career Schools and Colleges of Technology.

"Cost Per Credit Hour" means the amount of Tuition charged for a Credit Hour.

"Credit Hour" means an incremental measurement of the academic value assigned to an amount of classroom, instructional and/or laboratory time (a typical course will be valued at a number of credit hours, and a Program requires the completion of a number of courses).

"Damage Limitation Amount" shall have the meaning set forth in the "Limitation of Liability and Damages" section of this Agreement.

"Demand" means a request for arbitration.

"Drop" means the voluntary withdrawal by the Student from the Program or a course within the Program.

"Drop/Add Period" means the first calendar week of the Term the Student is enrolled.

"Dropped" means the termination by the Campus of a Student's enrollment in a Program or a course within the Program.

"Exit Calculation" means the computation of the required adjustments to Tuition and Financial Aid or other Financial Assistance when the Student ceases to be enrolled as a Student described in the "Exit Calculation and Tuition Refund Policies" sections of this Agreement.

"Financial Aid" means a loan, grant or other funding source to pay Tuition under Title IV of the Higher Education Act of 1965, as amended or any other state or federal programs, including but not limited to any of the foregoing provided by the Veterans Administration or Bureau of Indian Affairs.

"Financial Assistance" means a loan, grant or other funding source available or provided to a Student to pay Tuition as a loan, grant, or other funding source provided by any non-governmental source, including, but not limited to, banks or other third party lenders that does not constitute Financial Aid.

"Institutional Refund Policy" shall have the meaning set forth in the "Institutional Tuition Charging" section of this Agreement.

"Payment Period" means one (1) Quarter or Term.

"Period of Obligation" means the length of the Program.

"Quarter" means a period of time which generally consists of twelve (12) weeks of instructional time, but never less than ten (10) weeks of instructional time.

"RASI" means Remington Administrative Services, Inc.

"Remington College" means a post-secondary educational institution (a campus) owned and operated by a subsidiary of Education America, Inc. other than the Campus.

"Rules" shall have the meaning set forth in the "Alternative Dispute Resolution" section of this Agreement.

"Rules and Regulations" means the rules and regulations for conduct of Students as set forth in the Catalog and as otherwise published by the Campus from time to time.

"Small Claims Court" means the small claims court having jurisdiction over small claims in the municipality, county where the Campus attended by the Student is located.

"Student" means anyone enrolled in school or applying for enrollment.

"Term" means one (1) Quarter or Payment Period.

"Third Parties" shall have the meaning set forth in the beginning of "Limitation of Liability and Damages" section of this Agreement.

"Title IV Funds" means a loan, grant or other funding source to pay Tuition under Title IV of the Higher Education Act of 1965, as amended.

"Transfer Credit" means credit for courses successfully completed at another Remington College Campus or another educational institution that is accepted by the Campus, in the sole discretion of the Campus, in lieu of otherwise applicable requirements for the Student to take the same, or a comparable course, at the Campus as part of the Program.

"Tuition" means the amount the Student will be charged for all Credit Hours attempted, including books, supplies and equipment necessary for the Program.

"Tuition Period" means the number of Quarters required for the Student to complete the Program while continuously enrolled as either a full or part-time Student without Dropping or being Dropped.

See Pages 12-12 For Balance Of Terms Of Agreement

Education Management Corporation			
SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
EDMC	Document 1	EDMC-916-000000085	2
EDMC	Document 2	EDMC-916-000000483	9
EDMC	Document 3	EDMC-916-000000494	6
EDMC	Document 4	EDMC-916-000052623	2
EDMC	Document 5	EDMC-916-000077530	19
EDMC	Document 6	EDMC-916-000078645	24
EDMC	Document 7	EDMC-916-000082490	8
EDMC	Document 8	EDMC-916-000083105	3
EDMC	Document 9	EDMC-916-000179548	2
EDMC	Document 10	EDMC-916-000185685	3
EDMC	Document 12	EDMC-916-000200233	2
EDMC	Document 13	EDMC-916-000207311	4
EDMC	Document 14	EDMC-916-000208935	1
EDMC	Document 15	EDMC-916-000210820	5
EDMC	Document 16	EDMC-916-000211780	1
EDMC	Document 17	EDMC-916-000212577	1
EDMC	Document 18	EDMC-916-000212943	2
EDMC	Document 19	EDMC-916-000217079	2
EDMC	Document 20	EDMC-916-000220745	4
EDMC	Document 21	EDMC-916-000220815	1
EDMC	Document 22	EDMC-916-000221049	1
EDMC	Document 23	EDMC-916-000227277	1
EDMC	Document 24	EDMC-916-000227880	1
EDMC	Document 25	EDMC-916-000228111	1
EDMC	Document 26	EDMC-916-000228187	14
EDMC	Document 27	EDMC-916-000228222	1
EDMC	Document 28	EDMC-916-000228224	9
EDMC	Document 29	EDMC-916-000228434	3
EDMC	Document 30	EDMC-916-000229388	3
EDMC	Document 31	EDMC-916-000229657	1
EDMC	Document 32	EDMC-916-000232415	1
EDMC	Document 33	EDMC-916-000232456	1
EDMC	Document 34	EDMC-916-000234003	1
EDMC	Document 35	EDMC-916-000234047	1
EDMC	Document 36	EDMC-916-000234083	1

BROWN MACKIE COLLEGE PHOENIX℠

13430 N. Black Canyon Hwy, Phoenix, AZ 85029

This institution is accredited by the Accrediting Council for Independent Colleges and Schools (ACICS): 750 First St. NE, Suite 980, Washington, D.C. 20002-434 and is licensed by the Arizona State Board for Private Post-Secondary Education, 1400 W. Washington, Room 260 Phoenix, AZ 85007, (602) 542-5709

ENROLLMENT AGREEMENT. This is a legal contract.

Name ______________________________ SSN: ______________

Street ______________________ City ______________ State ________ Zip ________

Phone ______________________ Email: ______________________

I hereby enroll at BROWN MACKIE COLLEGE - PHOENIX for the following program of study:

( ) Bachelor of Science in ______________ which is 180 quarter credit hours and takes 45 months of continuous enrollment to complete. Graduates will receive a *Bachelor of Science Degree*

( ) Associate of Applied Science in ______________ which is 100 quarter credit hours and takes 24 months of continuous enrollment to complete. Graduates will receive an *Associate of Applied Science Degree.*

( ) Associate of Science in ______________ which is 96 quarter credit hours and takes 24 months of continuous enrollment to complete. Graduates will receive an *Associate of Science Degree.*

( ) Day — Start date: ____________ month/day/year

( ) Afternoon — End date: ____________ month/day/year (anticipated)

( ) Evening

TUITION AND FEES

I hereby agree to pay the current tuition and fees as described below:

Tuition: $________/per credit hour — Books and supplies* $_____/estimated per quarter

General Fee. $ ______/per credit hour

Allied health students may incur additional expenses for required immunizations. The number and type of immunizations may vary, depending on state and local requirements. Some of the immunizations listed below may have been administered to the student at an earlier date, for which the student must provide proof of immunization. The estimated cost for obtaining the immunizations are listed. The following immunizations typically are required: Varicella immunization or titer $ 30.00 - $90.00; HBV Vaccination – $240.00; PPD $ 15.00 - 30.00; MMR – $30.00

*Books and supplies are a separate institutional charge and are not included in the tuition costs. Books and supplies may be purchased from Brown Mackie College - Phoenix.

GENERAL PROVISIONS

As a student of Brown Mackie College - Phoenix, I understand that I will be entitled to the privileges and bound by the conditions below:

Cancellation: I understand that I may cancel this Enrollment Agreement in writing, within three days, excluding Saturday, Sunday, and state and federal holidays, of signing the enrollment agreement and will be entitled to a full refund of any money paid.

Career Services: I understand that individual job search assistance is available to me - at no additional cost - by the Career Services Department of Brown Mackie College - Phoenix to students and graduates in good standing. I further acknowledge that no representative of the College has guaranteed me placement in a particular job or salary range upon graduation.

Financial Obligations: I understand that I am personally responsible for all tuition, fees and other charges arising from and during my enrollment at Brown Mackie College - Phoenix. I understand that it is my personal obligation to pay all tuition, fees, and other charges when due. If I do not pay the full amount of any scheduled payment when that payment is due, I may not be permitted to continue my studies. If I am not able to continue my studies, I understand that I am responsible for any outstanding tuition, fees or other charges due in accordance with the College's refund policy. I understand that my academic transcript will not be released to me or to any other individual requesting my transcript if there is a balance due to Brown Mackie College - Phoenix. In addition, if I choose to re-enroll at Brown Mackie College - Phoenix, I must satisfy any outstanding tuition, fees, or other charges prior to my re-enrollment. I understand that any student financial assistance made available to me may not completely cover my tuition, fees, and other charges and I understand that any tuition, fees, and other charges not paid by financial assistance is my personal financial obligation. I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to Brown Mackie College.

Instruction: I understand that I will receive instruction in English, in lecture and laboratory formats. Instruction will be delivered by qualified instructors of Brown Mackie College – Phoenix.

Renewal of Enrollment Agreement: I understand and agree that although this agreement is executed for a period of only one (1) quarter, my enrollment at Brown Mackie College for subsequent quarters shall constitute a renewal of the terms of this agreement **except for the tuition charge and fees, which may be subject to change with at least one quarter's notice to students.**

ACKNOWLEDGEMENTS

I understand that Brown Mackie College - Phoenix reserves the right to make changes in program content, materials, or schedules as it deems necessary. The College further reserves the right to discontinue my training for unsatisfactory progress or attendance, non-payment of tuition or fees, or failure to comply with the College's policies and procedures.

I understand that my tuition charges are for the right to attend classes in which I am enrolled and are in no way contingent upon my satisfactory academic progress, personal satisfaction, or attainment of employment upon graduation.

I have received and read a copy of the current Brown Mackie College - Phoenix academic catalog. I have read and understand this enrollment agreement and I acknowledge receipt of an exact copy of the same. I understand that this agreement contains all the terms of my enrollment and acknowledge that no verbal statements have been made contrary to what is contained in this agreement.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the College's cancellation and refund policies have been clearly explained to me.

______________________________ Date

Applicant Signature

______________________________ Date

Signature of parent (if applicant is under 18 years old)

______________________________ Date

Admissions Representative Signature

______________________________ Date

Accepted by Official of Brown Mackie College – Phoenix

Both sides of this agreement constitute the Enrollment Agreement

Revised 12/2009

REFUND POLICY

Return of Federal Title IV Aid:
A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60% of the quarter. The amount returned will be based on the percentage of days remaining in the quarter. The school will determine the calendar days completed in the quarter divided by the total number of calendar days in the quarter. If the amount is less than or equal to 60%, then that percent of the Federal Title IV Aid received is the amount that can be retained. The difference will be returned to the Federal Title IV Aid program from which funds were received in this order: Unsubsidized Direct Stafford Loan, Subsidized Direct Stafford Loan, Perkins Loan, PLUS Loan, Pell Grant ACG, SEOG.

If Federal Title IV Aid funds have been given to the student, and if the student withdraws during the first 60% of the quarter, the student may need to return some of those funds. If the student needs to return funds, the school will notify the student regarding how much is owed, and how it is to be returned.

Holder in Due Course Statement:
Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor. (FTC Rule effective 5-14-76)

Adjustment of charges:
In accordance with school policy, if a student withdraws from school, the school will earn tuition and fees as follows, based on the week in which the student withdraws:

If the student is not accepted, all advanced money shall be refunded. If the student is accepted and then cancels before classes begin, all tuition paid in advance shall be refunded. Any student who begins classes and then withdraws prior to the end of any quarter will be ob igated on the following basis. If the last date of attendance is during the:

a. Before beginning classes in a time period, a refund of 100% of tuition and fee charges for the time period
b. If 10% or less of the time period has expired, a refund of at least 90% of the tuition and fee charges for the time period
c. If more than 10% but less than or equal to 20% of the time period has expired, a refund of at least 80% of the tuition and fee charges for the time period.
d. If more than 20% but less than or equal to 30% of the time period has expired, a refund of at least 70% of the tuition and fee charges for the time period.
e. If more than 30% but less than or equal to 40% of the time period has expired, a refund of at least 60% of the tuition and fees charges for the time period.
f. If more than 40% but less than or equal to 50% of the time period has expired, a refund of at least 50% of the tuition and fees charges for the time period.
g. If more than 50% of the time period has expired, no refund or a refund in an amount determined by the institution

The student's last date of attendance (LDA) is used to determine the refund due. Refund provisions apply only to complete withdrawal from the College. Students who withdraw from the College should contact the Financial Aid Office for advising and information concerning loan repayment. The refund policy applying to books and supplies is available in the campus college store.

The school will first calculate how much needs to be returned under the Federal Return of Title IV Aid policy. That amount will then be subtracted from the amount that was paid for the quarter of withdrawal to get the adjusted amount paid. The school will then calculate how much of the charges can be retained based on the school policy. The amount that can be retained will be subtracted from the adjusted amount paid. If there is additional money to be refunded from Federal Title IV funds, the refund will be made to the student, or with the student's written authorization, to Federal Loans from which funds were received, in this order: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan. If there is an additional credit balance remaining after the Federal refund is made, under school policy, refunds will be made in this order, to programs from which funds were received: Unsubsidized Direct Stafford Loan, Subsidized Direct Stafford Loan, Perkins Loan, PLUS Loan, other loans, other aid (if required), student.

All refunds and return of funds will be made within 30 days of the date that the student notifies the school of the withdrawal.

Examples of the calculations for this policy are available in the Student Accounting office

STUDENT COMPLAINT PROCESS
In order to provide an effective and equitable means of resolving student complaints, a process is available to any student who believes that a College decision, action, or policy has unfairly and adversely affected his or her status, rights, or privileges as a student. In most cases, a complaint can be resolved at the campus level. Faculty and staff are available to guide students in completing their programs, and students must be aware of those resources to whom issues and concerns should be addressed. These are as follows:

Faculty: Resolution of academic concerns pertaining to individual courses (as grades, assignments, attendance, etc.).
Department Chair/ Program Administrator: Unresolved academic issues pertaining to the student's program (as program objectives, curriculum, graduation requirements, licensure examinations, faculty, etc.).
Academic Affairs Office: Unresolved issues pertaining to faculty, curriculum, grades, attendance, change of program, transfer of credit, graduation requirements, withdrawal, and personal issues which may impact the student's education.
Office of the Registrar: Resolution of issues involving course scheduling and obtaining transcripts.
Financial Aid Office: Resolution of issues involving loans, grants, deferments, verification, federal funding, and consequences of withdrawal.
Student Accounting Office: Resolution of issues involving the status of the student's account and issues of billing (as monthly payments, book returns, financial arrangements, fees, etc.).
Office of Career Services: Full-time and part-time employment assistance, employment correspondence and related employment services.
Campus President: Resolution of an issue in any area above which remain unresolved by the employee to whom the issue has been properly addressed.
However, a student who believes that his or her complaint remains unsatisfactorily resolved by the College may refer the complaint to the appropriate office below:
State Agency: Arizona State Board for Private Post-Secondary Education, 1400 W. Washington, Room 260, Phoenix, AZ 85007, (602) 542-5709, http://azppse.state.az.us.
Accrediting agency: Accrediting Council for Independent Colleges and Schools, 750 First Street NE, Suite 980, Washington, DC 20002 telephone, (202) 336-6780.

ARBITRATION
You and Brown Mackie College – Phoenix (Brown Mackie College) agree that any dispute or claim between you and Brown Mackie College (or any company affiliated with Brown Mackie College or any of its officers, directors, trustees, employees or agents) arising out of or relating to this enrollment agreement or, absent such agreement, your enrollment or attendance at Brown Mackie College, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or Brown Mackie College's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

If you decide to initiate arbitration, you may select either, JAMS or the National Arbitration Forum ("NAF") to serve as the arbitration administrator pursuant to its rules of procedure. If Brown Mackie College intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with Brown Mackie College, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, Brown Mackie College will select one.

Brown Mackie College agrees that it will not elect to arbitrate any individual claim of less than $5,000 that you bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if your claim exceeds $5,000, Brown Mackie College reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section

IF EITHER YOU OR BROWN MACKIE COLLEGE CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A 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 SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR BROWN MACKIE COLLEGE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which you reside. Upon your written request, Brown Mackie College will pay the filing fees charged by the arbitration administrator, up to a maximum of $3,500, per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of your relationship with Brown Mackie College. If you have a question about the arbitration administrators mentioned above, you can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 800-352-5267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arb-forum.com, 800-474-2371.

The above supersedes any inconsistent arbitration provision published in any other document.

Equal Opportunity
Brown Mackie College is committed to the principle of equal opportunity. It is the policy of the College not to discriminate on the basis of race, creed, sex, ancestry, color, religion, national origin, sexual orientation, disability, genetic marker or any other characteristic protected by state, local or federal law with regard to its students, employees, or applicants for admission or employment. Such discrimination is also prohibited by federal law. Any complaint alleging failure of this institution to follow this policy should be brought to the attention of the Campus President.

Student Right To Know
Information on graduation/completion rates for first time full time students is available through the Admissions Office. These rates are calculated according to guidelines in the "Student Right To Know" Act.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

90-10 Project Tracker - Student Mix

EDMC CONFIDENTIAL - INTERNAL USE ONLY

STATUS: ☺ 😐 ☹

Business Unit	Category	Goal	Project Description	Accountable person	Responsible person	Status
Redacted by HELP Committee						☺
						☺
OHE - SuO/AuO/AiO	Military	Grow military students (active+vet)	Hire military call-center and generate inquiries	Kline	Cooper	☺
Brown Mackie College	3rd Party Pay	Grow 3rd party pay	Short term non-title IV programs leading to a nationally recognized or state licensed certification	Finuf	[redacted]	☺
Redacted by HELP Committee						? 😐

OHE - SuO/AuO/AiO	3rd Party Pay	Grow 3rd party pay	Short term non-title IV programs leading to a nationally recognized or state licensed certification	Kline	Wnorowski	😐
OHE - SuO/AuO/AiO	3rd Party Pay	Grow 3rd party pay	Get on preferred provider list with Ed. Corp - company that administers corporate tuition benefits programs	Kline	Hurst	😐
Brown Mackie College	Military	Grow military students (active+vet)	Develop a structured approach to Military and Employer Assistance	Finuf		🙂
EDMC Foundation	3rd Party Pay	Expand scholarships to our students	Quadruple the amount of employee contributions and school fund raising activity	Them		😐

COMPLETED

Brown Mackie College	Tuition Gap	Increase tuition to create larger gap	Increase tuition rates by 13%	Finuf	Finuf	🙂

Two new tabs have been created (Early Stage & Inactive) to house items that are too early stage or being handled internally an

On Track

Minor item

Major risk item

Status Description	FY'10 Q1		FY'10 Q2		FY'10 Q3		FY'10 Q4		FY'11 Q1		FY'11 Q2	
	Numertr	Denomntr	Numertr	Denomntr	Numertr	Denomntr	Numertr	Denomntr	Numertr	Denomntr	Numertr	Denomntr

90/10 Impact Targets/Actuals

Redacted by HELP Committee

Planning for $1.5-million year-end run-rate translating to $350K incremental cash for SuO based on military initiative within FY'10. $166/Credit-Hour. Hired Military Specialist Redacted by HELP Committee Looking for 20 incremental students from Yellow Ribbon by mid-September. Working with Redacted by HELP Committee to target 500 military leads/month

Redacted by HELP Committee

Developing short-term certification programs; prioritizing list of 150 programs (Phlebotomy Certification, real estate CEUs, etc) leading to recognized credential. January 2010 launch. 20-25 programs and still narrowing.

Redacted by HELP Committee

Education Management Corporation
Document 2, Page 4

Determine who is coming with tuition benefits, building a master list. Estimate 2-3% of new students are have corporate or military tuition benefits. Analysis expected by 10-25-09

Take an online approach to start given varying state laws regarding discounts - 10% discount. Redacted by HELP Committee who are their larger clients? Redacted by HELP Committee and Redacted by HELP Committee BMC - Louisville.

Just hired Business Development Director for military and 3rd party employer tuition benefits programs.

Redacted by HELP Committee - named EDMC Foundation chair. $1 million in annual donations - being evaluated by outside counsel.

Done - will go into effect in October. 13% versus 8% increase is expected to have a 5 percentage point impact on 90-10. **Need to communicate the forecasted benefit to track actual impact of net increase**

ıd not expected to have meaningful impact on 90-

Confidential

90-10 EARLY STAGE

EDMC CONFIDENTIAL - INTERNAL USE ONLY

STATUS: ☺ 😐 ☹

Business Unit	Category	Goal	Project Description	Accountable person	Responsible person	Status
EDMC - Marketing & Admissions	Military	Military spouse program MyCAA	Capitalize on $6K lifetime spouse benefit and the ability of spouse to use funds from new GI Bill	Digovanni		?
Argosy University	3rd Party Pay	Grow 3rd party pay	Tuition deferral - Collection of employer tuition benefits prior to requiring loans	Swenson	Evenson	?
Argosy University	Increase Credit Load	Increase registered credits/student	More Full Time students	Swenson	Redacted by HELP Committee	?
South University	Military	Grow military students (active+vet)	Start location next to a military base	South		?
South University	Target Affluence	Attract more affluent students	Locate new schools & relocations in more affluent areas	South		?
Argosy University	3rd Party Pay	Grow 3rd party pay	Large Company Tuition Benefits - get on preferred provider list with tuition benefits programs	Swenson	Evenson	?
EMDC	3rd Party Pay	Corporate Training programs/tuition benefits	Evaluate acquisition in corp. training space to increase cash	Charlson/ Guida	Garrett	?
Argosy University	Military	Grow military students (active+vet)	Military friendly ADAs	Swenson	Evans	?
OHE - SuO/AuO/AiO	Increase Credit Load	Increase registered credits/student	Increase credit load per student	Kline		?

EDMC-916-000000488

Education Management Corporation
Document 2, Page 6

On Track

Minor item

Major risk item

90/10 Impact Targets/Actuals

Status Description	FY'10 Q1 Numertr	FY'10 Q1 Denomntr	FY'10 Q2 Numertr	FY'10 Q2 Denomntr	FY'10 Q3 Numertr	FY'10 Q3 Denomntr	FY'10 Q4 Numertr	FY'10 Q4 Denomntr	FY'11 Q1 Numertr	FY'11 Q1 Denomntr	FY'11 Q2 Numertr	FY'11 Q2 Denomntr	FY'1 Numertr
Looking into it													
Setting-up tuition deferral program for students whose employer's program pay later, to avoid students taking out loans to cover interim period. Should see some results now? Snapshot on Friday, September 18th.													
Moving Undergrad students to Full-Time with a blended format by bundling 2 courses per evening instead of 1 for Fall 1 start. Need to estimate impact. Caveat - greater chance of drops.													
Looking at acquiring or opening a location next to a military base in GA. Met with President - waiting. Deeply discount tuition to $166/credit hour for Active Duty. Yellow Ribbon.													
Market Research to recommend more affluent segments to target by modeling desirable locales													
Changing the mandate of the 21 Business Development Representatives to focus on larger employers offering tuition assistance													
Beginning market criteria development - consulting with Them on qualifications and structure													
Training for ADAs and call center													
Complex issue - Increasing the number of start dates.													

90-10 INACTIVE

EDMC CONFIDENTIAL - INTERNAL USE ONLY

STATUS: ☺ 😐 ☹

Business Unit	Category	Goal	Project Description	Accountable person	Responsible person	Status
Argosy University	3rd Party Pay	Grow 3rd party pay	Large Company Tuition Benefits - get on preferred provider list with tuition benefits programs	Swenson	Evenson	?
South University	3rd Party Pay	Grow 3rd party pay	Short term non-title IV programs leading to a nationally recognized or state licensed certification	South		?

Redacted by HELP Committee

On Track

Minor item

Major risk item

	90/10 Impact Targets/Actuals												
	FY'10 Q1		FY'10 Q2		FY'10 Q3		FY'10 Q4		FY'11 Q1		FY'11 Q2		FY'1
Status Description	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Changing the mandate of the 21 Business Development Representatives to focus on larger employers offering tuition assistance. Collecting info - need to add Employee field - CARS and CampusVue													

Redacted by HELP Committee

90-10 Student Mix Project Tracker Nov 6 2009 vJC.xlsx Inactive EDMC CONFIDENTIAL Page [Page] of [Pages] DO NOT DISTRIBUTE Date Printed: [Date]

Excerpts, selected by the HELP Committee, from a larger document produced by the company

90/10 Update

Richard Them

07/17/09
(updated from 06/19/09)

90/10 has become a very real challenge to our continued success

Situation

Rapid changes in student mix and lower ARC's are increasing 90/10 ratios :

- Growth of online students at lower ARCs
- Graduate students with higher direct federal borrowing
- Growth of lower income students with less access to non-Title IV sources

Complication

Additional challenges posed by simultaneous large increases in Title IV sources and decreases in non-federal funding sources

- Increases in Title IV sources:
  - Unsubsidized lending limits
  - Pell grants
  - Potential impact of the Perkins program
- Decreases in alternative loan availability
- Elimination/reductions of state grants

Resolution

3-pronged approach - given the complexity, risk, and long lead times involved with lowering 90/10 ratios, a 3-pronged approach is needed

1. **Structural adjustments** - combine and acquire appropriate schools to achieve the long term 90/10 relief while maximizing alignment with our operational management structure
2. **Student Mix** – increase penetration into cash paying programs and student segments - international, military, affluent student segments, 3rd party pay, short term "Non-Title IV" programs yielding recognized credentials
3. **Legislative relief** – lobby for interpretive rule concessions and longer term changes to the HEOA

90/10 Possible Significant Solutions Discussion

- Mergers
- Acquisitions
- Etc.

Negotiated Rulemaking on non Title IV eligible programs

The following was not finalized during negotiated rulemaking since the negotiation team did not reach consensus, I have been told that the below was acceptable to the members of the team so we should determine if these additional non-Title IV eligible could help us with 90/10.We would have to wait to see the Notice of Proposed Rulemaking and final rules to have certainty

- Funds paid by a student, or on behalf of a student by a party other then the institution, for an education or training program that is not eligible under §668.8 if the program—
  - Is approved or licensed by the appropriate State agency;
  - Is accredited by an accrediting agency recognized by the Secretary under 34 CFR part 602; or
  - Provides an industry-recognized credential or certification, or prepares students to take an examination for an industry-recognized credential or certification issued by an independent third party;
  - Provides training needed for students to maintain State licensing requirements; or
  - Provides training needed for students to meet additional licensing requirements for specialized training for practitioners that already meet the general licensing requirements in that field.

FY10 State Grant Update Which Impacts 90/10 (as of 07/16/09)

$ are awarded for FY09

- Alabama – OK ($0.1 million)
- California – last proposal only first time recipients have lost eligibility ($10.7 million)
- Colorado – same amount as last year ($0.5 million)
- Florida – decrease, in ABLE funding, about 9% ($3.6 million)
- Georgia – slight decrease in GTEG, no change in HOPE ($5.4 million)
- Illinois – announced cut of almost 67% ($4.6 million)
- Indiana – OK ($1.3 million)
- Kentucky – OK ($0.8 million)
- Massachusetts – OK ($0.2 million
- Minnesota – actual increase in FY10 ($1 million)
- New York – currently no change ($2 million)
- Ohio – reduced to zero ($11.8 million)
- Pennsylvania – unknown, but possibly lose all of it ($5.2 million)
- South Carolina – currently no change ($0.1 million)
- Tennessee – currently no change ($0.2 million)
- Washington – currently no change ($1.3 million)

The above represents about $49 million of the $54 million of the FY09 state grants

COMMON OBJECTIONS AND ANSWERS

1. **OBJECTION:** I'm afraid I don't have the ability to succeed at AU
ANSWER: *I understand how you might feel that way, many of the students who are inquiring about AU have shared the same feelings. But the reality is, that's the purpose of going to school, is to build your skills and confidence levels. You have a real desire to become a _______________, and your interest and enthusiasm will help you to work at your techniques.*

OTHER SUGGESTIONS:
- *If you would feel more comfortable, I could have you visit a first semester class and see what they are working on and you can witness the many levels of talent we have here.*
- *You could speak to an instructor who will calm your fears, would that help?*
- *It's normal for students to question their own ability, but let me assure you if you have real doubts, we could have some of your work assessed by an instructor or academic advisor, just to ease your mind.*

2. **OBJECTION:** I'm worried about the money.
ANSWER: *Most students who are investing in their education are concerned about the money, because it's just that, an investment that pays off in the future. Most students ultimately decide this is the best possible investment one can make. However, I think many people are concerned about their out of pocket expense. Is that your concern? One of the benefits of applying and enrolling at Argosy University is that you have the opportunity to meet one-on-one with a financial planner. The Financial Aid Officer will assist you in filling out the necessary paperwork to determine if you are eligible for Federal and State Financial Aid. Once your eligibility is determined, the Financial Planner will develop a monthly or quarterly payment plan to assist you in handling any unmet balances. Because it is individualized, the Financial Aid Officer is committed to helping you explore every possible financial avenue to make attendance at AU possible.*

3. **OBJECTION**: I don't want to quit my job.
ANSWER: *I know right now the idea of quitting your job and starting school may seem a bit overwhelming, but let's take a look at whether or not your current job is is line with your long term career goals.*

OTHER SUGGESTIONS:
- *Where will you be in five years if you decide not to leave your current job to pursue your education?*
- *How important is following your dream to you?*
- *Let's explore if it would be possible for you to do both. What would it mean?*

4. **OBJECTION:** I think I'll just go to Community College first.
ANSWER: *Well, JUST going to the Community College is one option, but let's take a closer look at that. What appeals to you about that idea? The very use of the word JUST tells me it's not your first choice. It sounds like you might be settling for*

second best. Community colleges are excellent for students who don't know what they want to do. You seem very focused in your area of interest. Do you have any idea how many classes you will get in your area of interest at the Community College?

OTHER SUGGESTIONS:

- *Review how the student has done previously in General Education classes*
- *Have the student list all the advantages of attending community college. The ADA must be prepared to resell features and benefits of AU.*

5. **OBJECTION:** My parents want me to go to a different college.
ANSWER: *From time to time I hear this, but in my experience, I have found that most parents just really want what's best for their son or daughter and what will make them happiest. Usually, what I've found is that they don't really know that much about a career-focused education. They don't know what to expect and what a school like the Argosy University has to offer. Sometimes the student hasn't really made it clear to the parents what they want to do. They've never discussed their interests and goals or what they would do with this type of education, once they've graduated. It's about educating the parent. In part, that's why we ask the parents to join the student for a visit to the school. Upon visiting the Argosy University, they can learn more about our school, our programs, and the types of careers our students pursue upon graduation. To be honest, for many parents, they are hearing for the first time what their son or daughter really wants for their future and why.*

OTHER SUGGESTIONS:

- *Where do you see yourself and have you shared that with your parents?*
- *Let's take a look at your transcript and see how you did in the classes that would be similar to those you would be taking in a more traditional setting.*

6. **OBJECTION:** I don't want to move so far away!
ANSWER: *A good percentage of our students are from out of town and I bet at some point in time, they felt exactly like you're feeling. Ideally, it would be nice if we could find a school right in our own neighborhood that offers exactly what we're looking for, but in most cases that school doesn't exist and that's why students choose to go away to school. In some cases, the greatest lesson they learn in school is how to live independently, away from home. Let me ask you this, you really want to be a _________, right? Do you think the job selection in this field is greater in your home town or in this area?*

OTHER SUGGESTIONS:

- *It's understandable that you feel apprehensive, probably all students going away to school for the first time feel the same way. But, the important question would be, what would you do if you stayed closer to home and would it be what you really want to do?*
- *With so many of our students coming from outside of the area, there seems to be a real camaraderie among them. It's a smaller, friendly atmosphere, with students who all share similar interests and creativity, so our students feel at home with their classmates almost immediately.*

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Estimator Negotiation

Purpose

- The purpose of this training is to establish a consistent method for deferring payments properly for students who utilize the DPO.

Learning Objectives

- Identify key talking points when discussing the estimator with a student
- Identify how to overcome student objections
- Step-by-step plan negotiation
- Discussing remaining balances
- What to keep in mind during plan negotiation

Key Talking Points

- Explain the content of the document:
  - Enrollment options
  - Estimated cost of attendance
  - Anticipated financial aid awards for each available level of enrollment for the first academic year
- Indicate the purpose of the conversation

Key Talking Points

- Discuss the enrollment options (not cost and not aid)
- Get student feedback
- Discuss only full-time (if the student indicates preferring full-time)

Key Talking Points

- Discuss all enrollment options
  - If the student indicates a preferences below full-time
- Provide details about optional charges (if applicable)
- Provide details about the package and accepting awards

Overcoming Objections

- For objections related to finances
  - Remind student about striking a balance between goals, workload, and finances
  - Reinforce your recommendations and the student's enrollment preference
  - Be specific about:
    - Balances
    - Payments
    - Private loans options (including co-signers)
  - Discuss potential for school-based awards (if applicable)
    - Be specific about new balance

Overcoming Objections

- Continued:
  - Discuss potential for increased loan amounts based on TOC (if applicable)
    - Be specific about new balance
  - Discuss how making a payment now will:
    - Increase the number of credits earned per loan dollar borrowed
    - Reduce long-term loan debt and interest accrual
  - Discuss how over-borrowing early in the program could result in a funding deficit later due to aggregate limit

Overcoming Objections

- For objections related to workload and availability
  - Remind student about striking a balance between goals, workload, and finances
  - Reinforce your recommendations and the student's enrollment preference
  - Get specific information about the objection
    - What perceived factors are limiting the student's ability to enroll at a higher level?

Overcoming Objections

- Continued:
  - Remind the student that engaging in more classes per quarter enables the student to reach goals more quickly
  - Students who enroll at higher levels have a greater propensity for graduation
- Discuss how time-management, routines, and some appropriate planning can make handling two simultaneous classes a reality
- Discuss taking 3 classes per term
  - Indicate that student can start with one class during the first session and then two classes during the second session
  - This enables a student to truly assess his/her ability to manage taking one and two classes

Steps that *Must* Be Covered in the Negotiation

- Student Data
  - Must confirm degree type
    - AiPOD: Diploma, Associate, Bachelor
    - SUO: Associate, Bachelor, Master
    - AUO: Bachelor, Master, Doctoral
  - Must confirm start date
  - Must confirm tuition credit rate

Steps that *Must* Be Covered in the Negotiation

- Investment In Your Future
  - Describe Academic Year
    - AiPOD/SUO: Three 11-week quarters divided into 5.5-week sessions
    - AUO: Two 15-week semesters divided into 7.5-week sessions
- Indicate Number of Classes
  - Per academic year, per quarter/semester, and per session
  - For all levels of enrollment
- Indicate Number of Credits
  - Per academic year
  - For all levels of enrollment

Steps that *Must* Be Covered in the Negotiation

- Continued:
  - Indicate Tuition Charge and Any Other Charges
    - Describe the calculation; number of classes multiplied by the tuition credit rate
    - AiPOD: Online Lab Fee is $100 for each class
    - AiPOD: Optional Charges (books/software/enrollment fee); very brief overview

Redacted by HELP Committee

Steps that *Must* Be Covered in the Negotiation

- Financial Aid
  - Discuss Grants and Scholarships
    - Indicate that these awards do not require repayment
    - If applicable, indicate that Pell awards associated with the next FAFSA Year are estimated
    - AiPOD: Discuss potential for Merit Award if qualified by need but transcript is not available
  - Discuss Student Loans
    - Indicate that these awards require repayment
    - Stafford Loan: sub vs. unsub, in-school deferment and grace period, interest rates
    - PLUS Loan: discuss with parent if intention is to borrow PLUS, deferment options, interest rates

Steps that *Must* Be Covered in the Negotiation

- Discuss Payment Options
- Indicate additional funding options (private loans)
- Indicate specific monthly payment amount

What to Keep in Mind

- Work toward your goals
  - Plan acceptance at the highest possible level of enrollment
- Personalize the interaction
  - Share your success; discuss mutual interests
  - Use student's name
- Empathize but be realistic
  - Acknowledge concerns and work through them with candid conversation
- Engage in great conversations
  - Get feedback
  - Permit silence
  - Allow student to process and engage

What to Keep in Mind

- Encourage full-time
  - Negotiate from there if necessary
  - Strike a balance between goals, time, and finances
- Speak confidently and positively
  - If you are not encouraging and confident, the student likely won't be either
- Reinforce the student's goals
  - Acknowledging and reminding the student of goals is encouraging
- Be specific
  - Details of how TOC, transcript, and new FAFSA can impact balance yields sound decisions

What to Keep in Mind

- Never assume
  - Many students with balances and payments start school
- Never ignore student's emotions
  - Reaching a positive outcome is difficult if student is in a negative emotional state
- Never acquiesce without having a great conversation
  - Passivity does not produce results

Excerpts, selected by the HELP Committee, from a larger document produced by the company

The Art Institutes℠
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Financial Aid Training
2008

Overcoming Objections
Negotiating Payment Plans

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Overcoming Objections – Example 1

- *The student is independent; is not approved for an alternative loan; is unable to find a cosigner for an alternative loan; cannot afford the monthly payments*

Overcoming Objections – Example 1

- Be sure that all payment alternatives have been discussed (savings, family help, etc.)
- Be sure that all possible suggestions for alternative loan co-signers have been discussed with the student

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Overcoming Objections – Example 1

- Create a budget with the student
- Find out the student's monthly income vs. monthly expenses
- Write this out on paper with the student
- Suggest possible cuts in the expenses
  - Cable TV and other non-essentials
  - Taking one or more on-line class to reduce transportation costs
  - Using public transportation, if available, in place of driving

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Overcoming Objections – Example 1

- Ask if income can be increased, especially if the student is not currently working
- Refer the student to Student Services to look for part time jobs, according to your school's process

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Overcoming Objections – Example 1

- Determine what the student can afford as a monthly payment
  - The payment might be higher than what the student initially expected
- Look at ways to reduce the monthly payment to the school:
  - Reduce credit load per term from full load to full time (12 credits)
  - Offer credit extension as available at your school
  - Alternative housing arrangements

Overcoming Objections – Example 1

- Remind the student that he/she is investing in her/his future
- Talk with the student about why they initially contacted the Art Institute and why they wanted to study (name program of study);
- Reconfirm the student's desire to follow their passion to be (name result of program of study)
  - Always take the time to review the student's application before beginning the appointment so that you know what they want to study

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Overcoming Objections – Example 1

- Revisit the alternative loan co-signer question
  - Write down a list of possible co-signers (parents, grandparents, siblings, aunts, uncles, family friend, boyfriend/girlfriend, etc.)
  - Encourage the student to check with people who they ruled out without even asking or who they didn't ask because they were embarrassed by their credit situation

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Overcoming Objections – Example 1

- Keep in touch with the student as a person who wants to help them to achieve their goals
- Continue to offer possible solutions
- Give deadlines and follow up on the deadline dates

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Overcoming Objections – Example 2

- *I don't want my parents involved. I've been on my own since I was eighteen*

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Overcoming Objections – Example 2

- First, show understanding and empathy
- Then, explain the Federal Government rules

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Overcoming Objections – Example 2

- Talk to the ADA to find out if the parents were part of the Admissions Interview
  - If not, work with the ADA and Student to get the parent into the school and involved with the process
- If parents are not willing to help, review the "Overcoming Objections – Working With Parents" information

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Overcoming Objections – Example 3

- *Parent denied PLUS and direct cost not covered. All possible campus based and institutional aid awarded. The student still has a payment that, even with parental support, they cannot afford. Alternative loan denied.*

Overcoming Objections – Example 3

- Ask the parent to call the PLUS Lender to see if the credit can be fixed – remember, this is not a strict credit check based on a score
- Work with the parent to identify a possible endorser (co-signer) for the PLUS
- See if the other parent can apply for a PLUS
- Explore with the student/family who could be a co-borrower for an alternative loan
  - Give a deadline and follow up on the deadline date

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Overcoming Objections – Example 3

- If PLUS or alternative loan is absolutely not possible, review the suggestions from Example 1, bringing the parents into the discussion

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Overcoming Objections – Example 4

- *Independent student wants to attend full time or at least 12 credits. Not approved for an alternative loan, but willing to look for a cosigner. Problem - it is start week and the student does not have enough time to look for a cosigner.*

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Overcoming Objections – Example 4

- Give the student a deadline of 2 days to get a co-signer
- If no co-signer, ask again about payment arrangements
- Payment arrangements must be made before the end of the drop/add period
- May need to take fewer classes if student does not have the ability to pay
- Last resort , student may need to delay starting

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Overcoming Objections – Example 5

- *Student has attended another college in the past and does not want to apply for a loan until he/she knows how much the school will cost after transfer credits are evaluated OR*
- *Parent will not apply for a PLUS Loan for the same reason*

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Overcoming Objections – Example 5

- Let the student know that this is good news
- "That's great that you have already made progress towards your degree. Our Registrar will evaluate the courses and assign transfer credits; we can then update and financial plan accordingly."
- Find out if transcripts have been submitted
- Let the family know what the timeline is for the transfer credits to be entered at your school

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Overcoming Objections – Example 5

- Explain the impact of transfer credits on the student financial plan:
  - Reduces the overall cost
  - The number of terms required will likely be less
  - The graduation date will be sooner
- There probably will not be too much change in the first academic year

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Overcoming Objections – Example 5

- Present the plan as it is
- Explain they will receive a new plan once the transfer credits are final
- Show them on the plan how costs and loans may possibly change
- Ask the registrar to evaluate the credits as soon as possible

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Overcoming Objections – Example 5

- Explain that loans will not be certified until we know what the transfer credits are
- Explain that if there are enough transfer credits for the student to be grade level 2 the Stafford Loan will be more
- Explain that we will only certify a PLUS for the necessary amount to cover the balance and the parent will be notified what that amount will be
  - If the Stafford Loan goes up, the PLUS Loan will go down

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Overcoming Objections – Example 6

- Student comes in expecting no payments.
  - "Can you share with me what your expectations are?"
  - Sample script - "Every student's financial situation is different. We need to evaluate yours and see specifically what we will be dealing with in regard to costs, and the financial aid for which you will be eligible. We will then talk about any balance that may or may not exist and options for covering it."

Excerpts, selected by the HELP Committee, from a larger document produced by the company

9/4/2010 3:51 AM

Default Prevention

EDMC
Spring 2010

What is Default Prevention?

- Taking a proactive roll in preventing students from defaulting on their Title IV student loans, assuring that the school establishes and maintains a low cohort default rate
- Default prevention is an "all-school" activity
- Loan counseling and default prevention begins when the loan is awarded and are on-going throughout the student's education and repayment period

Default= Occurs when a borrower goes a certain number of days without making a payment on their loan(s).
FFELP Loans=270 days without payment
Direct Loans=360 days without payment

*default prevention should include the admissions staff –all the way to the loan coordinators –(beginning to end) and should educate staff and students

Why do I need a Default Prevention Plan?

- Promotes student success by increasing retention and reducing delinquency and default
- Benefits both schools and students
  Schools benefit by avoiding limitations (sanctions) on participation in the loan programs
  Students benefit by having continued access to Title IV Student Financial Assistance Programs, learning debt management practices, and establishing healthy credit history
- Schools who are committed to promoting student success help their students learn, graduate, obtain employment, and demonstrate financial responsibility through repayment of funds borrowed to finance their education
- Requirement by Department of ED for high CDRs

Cont.....

- The default rate is public information
- Prospective students/parents will evaluate the school based on the default rate
- Access to some alternative loans is based on the Stafford Loan default rate
- Potential investors in EDMC evaluate the company in part based on the schools' default rates
- Default rates are being looked at very closely right now

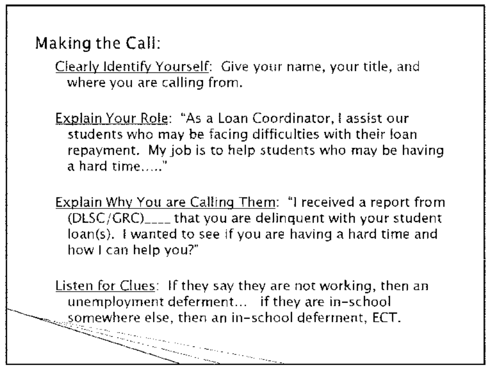
Now that we are publicly trades company our default rates are looked at very closely, and because are 08 rates were fairly low (overall) for a proprietary school

Resolving Delinquencies

- Its time to be aggressive since we are now in a 3 year CDR window – defaults are likely to double/triple!! Take action now!!
- Phone Calls*
- Letters
- Emails
- Options Counseling
  - Alternate Repayment plans
  - Consolidation
    - Be sure to include all Federal Loans
  - Deferment, if eligible
  - Forbearance, if eligible
- Skip Tracing
- Contact Servicer

GET COMFORTABLE WITH DOING A VERBAL FORBEARANCE!!!

CALL SALLIE MAE AT 1 888 272 5543 (6657 schools)



The Loan Coordinator will be working with many different types of people, with different attitudes and backgrounds. Some students will be great full for your help, while others may be more hostile. Most delinquent students are delinquent on more that one payment, so work on your approach and don't just sound like another collector calling them. Many of them may want to vent, so remember to stay calm, do not be argumentative, be understanding, and reassure them that you are here to help. Avoid asking open ended questions – as to not take up too much of your phone time

You Don't Want Money: If they think that you want money that they may not have, let them know you aren't just calling to get a payment that you can help them even if they just can't afford to pay. (Verbal forbearance)

If You Encounter Resistance: Make them aware of the consequences of defaulting. Let them know that the government will garnish their wages and with hold their income tax returns until the loan has been paid in full.

Outline Solutions: At this point in the conversation you should have picked up on their situation and be able to give them some solutions to their delinquency. Either a new repayment plan, a deferment or forbearance.

Give Direction: "Let's make a call to the lender and get this resolved now with in a few minutes you'll be done. Or I'm sending you (a certain) __ form, I need you to fill it out and attach--- and return it by ----."

Write something to say –

DON'T B AFRAID – KEEP CALLING AND KEEP CALLING LET THEM KNOW THIS IS NOT GOING TO GO AWAY

*** IF U HAVE A STUDENT GIVING YOU TROUBLE – WE WILL CALL THEM IF U NEED HELP -****

Excerpts, selected by the HELP Committee, from a larger document produced by the company

COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 29th day of December 2009, between GENERAL REVENUE CORPORATION ("GRC"), and EDUCATION MANAGEMENT LLC ("EMLLC").

WHEREAS, certain indirect subsidiaries of EMLLC operate post-secondary educational institutions (collectively, the "Schools");

WHEREAS, some of the students at the Schools who finance their education at the Schools with Federal Family Education Loan Program ("FFELP") and Federal Direct Loan Program ("FDLP") student loans;

WHEREAS, EMLLC desires to minimize the number of student loans accounts which default in their current year federal Cohort, as defined in 34 C.F.R. 668.181, et seq.; and

WHEREAS, GRC is in the business of providing Cohort Default Management Services, and desires to assist EMLLC with managing its Cohort Default Rate;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. **CONTRACTING PARTIES:**

GRC is an Ohio corporation with its principal place of business at 11501 Northlake Drive, Cincinnati, Ohio 45249, and EMLLC is a Delaware limited liability company with its principal place of business located at 210 Sixth Avenue, 33rd Floor, Pittsburgh, Pennsylvania 15222. Each party warrants to the other party that the person executing this Agreement on its behalf is duly authorized to do so.

II. **BORROWER AND ACCOUNT PLACEMENT:**

During the term of this Agreement, EMLLC shall, at its sole discretion, designate certain student loan accounts (each an "Account", and collectively "Accounts") of students who are borrowers in its federal Cohort, as determined pursuant to 34 C.F.R. 668.183(b) (each a "Borrower", and collectively "Borrowers"), for each specific Cohort year being serviced by GRC, and GRC shall provide the applicable Services (as defined below in section III. Statement of Services to be Performed)with the goal to prevent Accounts from entering into default, and to minimize the EMLLC Cohort Default Rate, as such term is defined and calculated pursuant to 34 C.F.R. 668.181, et. seq. for that specific Cohort year.

III. **STATEMENT OF SERVICES TO BE PERFORMED:**

GRC shall provide EMLLC with specialized FFELP and FDLP student loan borrower default management services, including, without limitation, monitoring of Accounts to avoid delinquency and default of Accounts, contacting and informing Borrowers via telephone and mail regarding their Account, updating Borrower demographic information, obtaining Borrower and Account information from third party lenders, servicers and guarantors, file balancing all data files received to ensure all records are harassment, or otherwise violate any applicable law or regulation in performing the Services under this Agreement. GRC shall be duly licensed and bonded in all states that require licensure and/or bonding for the provider of such Services as GRC is providing under this Agreement. GRC shall: (1) act prudently in accordance with customary and usual procedures for other cohort debt management companies which manage cohort debt similar to Accounts; and (2) use and exercise that degree of skill and attention that is customary with other cohort debt management companies which manage cohort debt similar to Accounts. GRC understands that the Students and Borrowers are customers of EMLLC, and GRC, and its agents, representatives and subcontractors, shall treat all Borrowers with courtesy and respect and shall be fair, courteous and professional in all dealing with the Borrowers.

L. FILE BALANCING.

GRC shall conduct file balancing (data integrity validation) on all data files received from EMLLC or any guarantor, lender or servicer and shall (1) ensure that all of the records are received and processed, and (2) review all such data files and compare records received to GRC's current database to ensure updates were received for all records and that no extra records were received. GRC shall transfer all such data files to and from GRC in mutually agreed upon consistent and predefined formats using FTP or a file exchange web site and established GRC procedures.

VI. FEE FOR SERVICES:

EMLLC shall pay GRC a one-time placement fee (the "Fee") per Account upon the designation of such Account in accordance with Article II of this Agreement as follows:

A. FISCAL YEAR 2009 AND SUBSEQUENT COHORTS.

For those Accounts for Borrowers who entered repayment during the period from October 1, 2008 through September 30, 2009 ("Fiscal Year 2009 Cohort") and subsequent Cohorts, EMLLC shall pay GRC a one-time placement fee of [redacted] per Borrower.

[redacted] Fiscal Year 2009 Cohort Accounts have been previously placed by EMLLC with GRC for Cohort Default Management Services prior to the execution of this Agreement under a former [redacted] per Borrower fee agreement from a previous contract. These Accounts are subject to the [redacted] fee per Borrower; therefore, EMLLC agrees to pay GRC a [redacted] per Borrower fee for these [redacted] previously-placed Accounts for a total of [redacted]

In addition, [redacted] Accounts were previously placed in Fiscal Year 2009 under the former [redacted] per Borrower fee that have re-enrolled in school and will enter repayment in Fiscal Year 2010 or later fiscal year. EMLLC agrees to pay a [redacted] per Borrower fee for these [redacted] previously-placed Accounts for a total of [redacted].

From: Brown Mackie Director Student Financial Services
Sent: Thursday, December 10, 2009 2:13 AM
To: Redacted by HELP Committee
Cc:
Subject: FW: Quad Cities 90/10
Attachments: image001.png; image002.png

Hi Connie

From speaking to you last week this has been a topic of discussion. I would like for us to discuss this with Richard to ensure we are all on the same page of federal guidelines. Kareem's email below is not the practice of BMC due to the understanding of DOE guidelines. If this is something that we can change then policy changes need to be delivered to Michael and I from CS rather than from the Campus President.

Thanks

Redacted by HELP Committee

From: Brown Mackie Campus President Moline, Illinois
Sent: Wednesday, December 09, 2009 2:51 PM
To: Redacted by HELP Committee
Subject: Quad Cities 90/10

Hello,

In order to positively impact my 90/10 ratio and inactive student accounts, my campus will no longer approve stipends request until the first term is completed.

Please let me know if there are any questions.

Redacted by HELP Committee

Campus President

Brown_Mackie_College_Logo

Redacted by HELP Committee

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Education Management Corporation

Potential sources of cash from non-Title IV eligible education services

EDMC Confidential – Not for distribution
DRAFT Internal Management Committee discussion document

December 17, 2009

Some potential related options for programs that could qualify for Title IV

EDMC
Education Management Corporation

- **Accredited non-US branch campuses**
  - Non-US branch campuses could offer both non-Title eligible programs; and
  - Even for a Title IV eligible program, the non-US student revenue would counted 100% as a "cash-source"
- **Accredited school within a college/university where the programs are not submitted to the DOE to appear on the ECAR, e.g.**
  - IPSE offering a value-priced online MBA and choosing not to participate in the Title IV program for the MBA program
- At the **1/21/10 MC meeting**, we will discuss our options

From: Finuf, Danny
Sent: Monday, May 04, 2009 7:00 PM
To: BMC PRES
Cc: Redacted by HELP Committee
Subject: 90/10

Presidents,

We are now posting all 90/10 rates on the shared drive as they are updated. Below is the link.

We have a lot of work to do to ensure that compliance with the 90/10 rates are met. Each campus should have a plan in place to ensure you track at 80/20. Make that your internal goal as we do not want to get close to the 90/10 calculation. A few areas to focus on.

Third party funding. WIA, VA, etc. Don't stop pursuing this. Too many say "they won't send them to us because we are too expensive" etc. Look I understand that you may hear that but make an appointment as the president of the college and ensure we are building a relationship with them. Never give up especially when dealing with important issues such as 90/10. The VA is a terrific opportunity. With the new additional funding that takes place in August this could really have a nice impact for your campus and for future VA students. There is also a new program called the Yellow Ribbon Program where the shortage of tuition (between what the VA provides and what the school provides) will be split between the VA and the School. We will be filling out the paperwork for every school where a shortage will exist. More to come.

Cash payments. The big misconception is that if you collect a cash payment it automatically goes towards the 10%. Some locations want every student to make a minimal cash payment. While this is a good idea and could work, the problem is if you still package them through Title IV funds for the entire amount of their tuition and fees (in other words there is no gap but you collect cash anyway), the cash will never count towards the 90/10. I hope that make sense and if not please let me know and I will further clarify.

What you could do is train your FA department to first discuss what they can contribute towards their education. Even if it is $10 a month it could have an impact. The key is that you package the balance after you have subtracted their cash contribution. If we just fully package them and as I said above there is no gap between what we charge and the Title IV funds they receive the cash will not impact you at all. We need to make sure our FA folks know how to present this as a way to lower their future payments as well as reducing interest charges.

Collect the cash that is owed to you. In school balances need to be collected. I am not telling you to kick students out of school if they do not make their payments (that is for you to decide when all options have been exhausted and the student balance is getting ridiculously high) but I am saying that you need to look at your current system and see how fluid the process is. Do students really believe you will track them down when they miss a payment? Do they believe you will work with them when they made a commitment that they cannot keep? Look at your process and see where you need to tweak it to ensure you cash flow is improving. In looking at the daily report that Jean sends out it appears we have a lot of past due cash payments.

My point to this is that there are many ways to impact 90/10. You just have to look for them, plan for them and execute.

What do they always say??? "If you keep doing what you're doing, you will keep getting what you're getting."

http://intranet3.edmc.edu/Css/Sfs/index.htm

Thanks

Danny

From: Them, Richard
Sent: Thursday, April 16, 2009 8:54 PM
To: Redacted by HELP Committee
Cc:
Subject: RE: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico

It is getting tougher to decide but yes

Redacted by HELP Committee
From:
Sent: Thursday, April 16, 2009 4:51 PM
To: Them, Richard
Cc: Redacted by HELP Committee
Subject: FW: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico
Importance: High

Dear Richard:

Please see below. I don't recall that you had responded to my question below:

Please let me know whether it will be OK for BMC-Albuquerque to branch from BMC-Tucson from a 90-10 perspective.

Thank you.

Redacted by HELP Committee

Redacted by HELP Committee

Assistant Vice President, Regulatory Affairs - Startup Campuses

Education Management Corporation

210 Sixth Avenue

Pittsburgh, Pennsylvania 15222

Redacted by HELP Committee

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Friday, March 27, 2009 1:29 PM
To: Them, Richard
Cc: Redacted by HELP Committee
Subject: FW: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico
Importance: High

Dear Richard:

Please let me know whether it will be OK for BMC-Albuquerque to branch from BMC-Tucson from a 90-10 perspective.

I appreciate your assistance.

Thanks,

Redacted by HELP Committee

Redacted by HELP Committee

Assistant Vice President, Regulatory Affairs - Startup Campuses

Education Management Corporation

210 Sixth Avenue

Pittsburgh, Pennsylvania 15222

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Friday, March 20, 2009 5:03 PM
To: Them, Richard
Cc: Redacted by HELP Committee
Subject: RE: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico
Importance: High

Thanks, Richard. Will it be OK for BMC-Albuquerque to branch from BMC-Tucson from a 90-10 perspective?

Redacted by HELP Committee

Assistant Vice President, Regulatory Affairs - Startup Campuses

Education Management Corporation

210 Sixth Avenue

Pittsburgh, Pennsylvania 15222

Redacted by HELP Committee

From: Them, Richard
Sent: Friday, March 20, 2009 4:56 PM
To: Redacted by HELP Committee
Cc:
Subject: RE: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico

Students attending for profits in NM are not eligible for state grants

From: Redacted by HELP Committee
Sent: Friday, March 20, 2009 4:54 PM
To: Them, Richard
Cc: Redacted by HELP Committee
Subject: FW: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico
Importance: High

Dear Richard:

Please see my email below. If you could respond by March 27th, that would be great.

Thank you for your help.

Redacted by HELP Committee

Assistant Vice President, Regulatory Affairs - Startup Campuses

Education Management Corporation

210 Sixth Avenue

Pittsburgh, Pennsylvania 15222

Redacted by HELP Committee

Redacted by HELP Committee

From:
Sent: Wednesday, March 11, 2009 12:15 PM
To: Them, Richard
Cc: Redacted by HELP Committee
Subject: BMC - Tucson as Main Campus for Additional Campuses; State Aid in New Mexico
Importance: High

Dear Richard:

Another BMC startup is planned for Albuquerque, N.M. I have two issues for which I need your guidance.

1) The main campus is planned to be BMC-Tucson. Will that work from a 90-10 standpoint?

2) If not, which campus can be the main for Albuquerque from a 90-10 perspective?

3) Will state aid be available in New Mexico for students of the proposed BMC-Albuquerque?

If you could provide responses by March 17th, I would be most appreciative.

Thank you for your assistance.

Redacted by HELP Committee

Redacted by HELP Committee

Assistant Vice President, Regulatory Affairs - Startup Campuses

Education Management Corporation

210 Sixth Avenue

Pittsburgh, Pennsylvania 15222

Redacted by HELP Committee

From: Them, Richard
Sent: Friday, August 29, 2008 6:35 PM
To: Lynne, Chris; Smith, Kathleen
Subject: RE: 90/10 definition ?

Since 90/10 is cash basis, by delaying aid payments past the year end cutoff, the federal aid counts in the next year

We have had to do this a few years ago at a few BMC locations

From: Lynne, Chris
Sent: Friday, August 29, 2008 2:33 PM
To: Them, Richard; Smith, Kathleen
Subject: 90/10 definition ?

Richard or Kathie,

Can one of you please send me a definition of the variables used in the 90/10 calculation? I am looking at COCO's inconsistent treatment of their internal loan program and want to assess if they are doing this to obtain a positive impact on their 90/10 score. I noticed in their earnings call that they delayed receipt of Title IV funds to ensure compliance with 90.10.

Chris

From: Them
Sent: Saturday, November 18, 2006 12:44 PM
To: Colker, Lee
Cc: Redacted by HELP Committee Shah, Vijay
Subject: Re: Tuition increase Roll-out Plan

Redacted by HELP Committee

-----Original Message-----
From: Colker, Lee
To: Them, Richard
Redacted by HELP Committee
CC: Shah, Vijay
Sent: Fri Nov 17 21:54:57 2006
Subject: FW: Tuition increase Roll-out Plan

Hi Richard,

asked that I forward you what we plan to cover on the tuition lock-in calls. Let me know if you have any comments or requests.

Vijay and please feel free to review and let me know if you desire any additions or deletions as well.

Lee

Call Outline:

Slide one:

Explain the objective for the call.

* We want to make sure that everyone feels comfortable in their ability to create urgency and close without having tuition lock-in as an incentive.
* The call is to begin creating their comfort level. The actual change will not go into place until mid-January.
* Between now and mid-January, they can and should continue presenting the tuition lock-in program.
* A few weeks before the January implementation date, we will hold this call again to help address their

remaining concerns on how to sell without tuition lock-in.

Slide 2:

How this affects how we work:

* Upon January 15th, explain after covering the tuition per credit and academic year that there is an annual tuition increase that occurs each fall and that the rates shown are the current tuition rate.

* Address that how they create urgency and the reason to apply now can no longer be based on future cost savings.

Discussion Suggestions:

- Mention that a lot of good things can come out of not using cost savings as a closer: Buying on price or anything other than the product itself is called a "secondary sale". The commitment is generally high with a "primary sale" decision.

- Optional: Give them an example of a product they don't really want right now, but perhaps have a moderate interest in, such as buying a Jacuzzi. Sell it to them based on a price deal. Tell them they don't have to commit, just have to put $50 down to lock-in today's pricing, as we're raising the price in a few months. Ask what are the odds this sale will go through?

- Ask what are some of the negative consequences possible when people apply mainly to save future costs?

o Listen for or later add that this can hurt start rates. When they buy based on price, the product becomes secondary. Price based decisions can result in cancels and lowered start rates

o The down fall of closing on something other than the rightness of the match: start rate. Is our price really a price to close on?

Slide 3:

Close based upon the rightness of the match.

Ask "what do you think we mean by the rightness of the match"?

o Listen for and add if missed that it's about the prospect having found the best possible curriculum and school environment that matches what they described to us during information gathering. In other words, the match between the needs, values and our features and benefits.

Ask something like: In order to create such a match, what are some key questions to ask during the interview.

o Listen for and add if missed such examples as:

- To match to student services: "What would be important to you from a school?" Listen for the nature of the clubs, activities, tutoring or other services that the prospect may mention.

- To match the curriculum:

o "What skills would you like to develop?" "What new skills would you like to acquire?" "What do you do now that you'd like to improve at?" "How would you like your work to be used one day?"

"How do you learn best?" "What were your favorite classes like at your last college / high school?"

"What kind of people do you like to work with?" "Who was favorite teacher in the past and what made them your favorite" Etc.

Where is the match conveyed to the prospect by the ADA during the interview:

o After Info Gathering, during the "career field/program name match section"

o By paraphrasing what they are saying they are looking for in order to capsulate it.

o By remembering to make tie-backs through every screen, most significantly the curriculum and tour

o Mini final summary positioning the reason for the invitation to apply

o Remember with HS seniors, to take the approach of "Congratulations, your search is over! You've found the right school for you." We want them to feel committed, and we do not want them to continue shopping other schools. Regrettably, we actually hear ADAs initiating pretty weak applicants by saying things like "and you can still keep looking at schools" or, "your probably going to apply to three colleges so this may as well be one of them."

Slide 4:

Where to present lock-in:

- Between now and mid January, cover it during the expenses section. After covering the tuition rate, explain the opportunity to lock-in their tuition provided that they apply paying the $150, sign the enrollment agreement, start into classes on time, and proceed through school ith the allotted quarterly breaks and no more than one quarter off during their 4 years (or your school's time off policy).

Slide 5:

Secondary sales and creating urgency:

- Discuss that there are times where presenting additional reasons why to apply now are needed. Sometimes people want to make the primary purchase (the education and school itself) but are afraid to action. In some cases, providing an additional reason to do so is helpful. These could include:

1. Be able to meet with your AC while you are here today and have the enrollment packet explained for you.

2. (see slide)

Slide 6:

Follow-up and buyers remorse: how do you offset buyer's remorse:

* What can happen between application and start date that can result in cancels?
* What can happen if an applicant applies based upon locking in the price?

- calling upon the app and reaffirming their decision

- personalized card noting just a few key needs and values

- making sure your following up no less than once a month.

Slide 7:

End. Good luck, happy holidays!

From:	President South University-Montgomery, Alabama campus
Sent:	Tuesday, June 24, 2008 1:51 PM
To:	Them, Richard
Subject:	Redacted by HELP Com
Contacts:	Richard Them

Richard:

I want to run something by you. As you know, we are going to be implementing a 12% tuition increase that will be effective fall quarter. Although we all know intellectually why we are doing this, the fact remains that the sticker shock of a tuition increase of this magnitude, coupled with the financing issues we will face with the resulting gaps, could easily cause a blip in our enrollment and new start plans for fall.

Redacted by HELP Committee

Thanks.

Redacted by HELP

Redacted by HELP Committee

From:
Sent: Wednesday, May 09, 2007 9:06 PM
To: Them, Richard
Subject: New Tuition Increase

Hi Richard,

I just need some clarification on how to proceed with our summer and fall students who have already been planned under the old tuition rate. As you are aware this year, we have done much better and have already planned 305 of our summer and fall students. In addition to that, 232 are in process (status 1/2/8/9). We are already getting a significant amount of parents objecting to a new plan with the new rates -- especially since they have just signed off on a plan recently. I am really concerned that we will lose many of these students since many of the parents are telling SFS that they feel that they have been deceived. I realize that our enrollment agreement says we have the right to raise tuition, but the financial aid rates were not loaded until recently and plans were presented as final plans. I understand that the rates are now updated for the next three years so this is a one time problem. I believe it would be in the best interest of the college to at least honor the original plans of the students who are in the 4&5 statuses.

I am also facing a moral problem in SFS department. They have been very excited to have moved so many students and now they feel that their work has actually been a negative. I would appreciate any help that you can provide me regarding this matter. Thanks a lot.

John

Redacted by HELP Committee

President
The Illinois Institute of Art-Chicago
Redacted by HELP Committee

EDMC-916-212577

From: Them, Richard
Sent: Saturday, May 24, 2008 3:53 PM
To: Finuf, Danny
Subject: Re: Tuition Increase

Hello

My point is that we do not need it in the agreement but that could be your practice

----
Sent from my BlackBerry Wireless Handheld

----- Original Message -----
From: Finuf, Danny
To: Them, Richard
Sent: Sat May 24 08:19:50 2008
Subject: RE: Tuition Increase

I prefer not to. The problem is when we change the tuition on existing students if we do not provide them with this time it creates a back lash on the school and our potential for student drops is larger. They need to absorb the information and get over the initial emotional impact. This is why we have not had a major issue with students dropping with our increases (thus far).

From: Them, Richard
Sent: Friday, May 23, 2008 5:38 PM
To: Finuf, Danny
Subject: RE: Tuition Increase

Can we make sure the 90 day notice is not included in any new enrollment agreement printings?

From: Finuf, Danny
Sent: Friday, May 23, 2008 5:15 PM
To: _BMC PRES
Cc: Redacted by HELP Committee
Subject: Tuition Increase

Presidents,

As mentioned on the CoP call last week the annual increase information will be coming to you on Tuesday. Given the short notice please be prepared to do the following:

Have your thoughts prepared for the major accomplishments this past year (accreditation achievements, new equipment, new facility, expansion of facility, new programs, strong employment rates, etc) as well as your major plans for next year so that you can easily put them into the letter that I send to you.

Mailing preparation - Since these notification must be to the students house by June 3 (in keeping with the 90 notice prior to implementation date of Sept 2) it will be important that you are prepared to have these mailed by next Friday.

Thanks and have a terrific holiday weekend.

Danny

From: Finuf, Danny
Sent: Friday, September 07, 2007 7:22 PM
To: Redacted by HELP Committee
Cc: Them, Richard
Subject: FW: BMC August 2007 90-10s
Attachments: bmc 90-10's August FY08.xls

GVP's,

The following schools need to improve cash collections, tuition reimbursement, 3rd party agency and creative loans for not only bad debt but also 90/10's.

Region 1

Campus Name

Campus Name

Region 2

Campus Name

Campus Name

Campus Name

Redacted by HELP C remember that Atlanta is a branch of Ai Charlotte because of 90/10. They need to do more to support Ai and there number is ridiculously high.

Danny

Redacted by HELP Committee
From:
Sent: Friday, September 07, 2007 3:18 PM
To: Them, Richard; Redacted by HELP Committee
Cc: Finuf, Redacted by HELP Comm Redacted by HELP Committee
Subject: BMC August 2007 90-10s

Redacted by HELP Committee

Director of Student Accounting

EDMC - Ft. Mitchell Central Services

Redacted by HELP Committee

From: Restivo, Charles
Sent: Monday, May 21, 2007 4:20 PM
To: Mazzoni, John
Subject: FW: October Tuition

Importance: High

John,

It would be good to communicate something on this soon. Redacted by HELP and Redacted by HELP Commi have built in October increases. I thought it was clear from the start that increases should be expected in October. That is apparently not the case (see emails below).

Charles

From: President of The Art Institute of Washington
Sent: Monday, May 21, 2007 10:27 AM
To: Restivo, Charles
Subject: RE: October Tuition

Charles,

Not that I know of. The original discussion and the FAQ document that is on the intranet implied the next increase would be after the October start. I have asked John to confirm what our intention is. I had not heard of any change. Obviously there are budget implications.

Redacted by HELP Con

From: Restivo, Charles
Sent: Mondav, May 21, 2007 11:23 AM
To: President of The Art Institute of Washington
Subject: October Tuition

Redacted by HELP Committee

Has there been any discussion with the DoAs on the tuition increase in October? So far only AiM has raised the issue.

Charles

From: Redacted by HELP Committee
Sent: Monday, May 21, 2007 9:53 AM
To: Restivo, Charles
Cc: Doyle, Lisa; Redacted by HELP Committee
Subject: RE: Chef Meeting in Houston June 4 - 5

Actually, Redacted by HELP Committee John Mazzoni presented the pricing analysis for eliminating lock-in and implementing an annual (rather than semi annual) tuition increase effective in November 2006. John specifically stated, and the minutes of the call reflect it, that subsequent to the November 2006 increase there would be "another increase occurring in November 2007 for all continuing and new students." I remember hearing him say that to all of us on that call, Charles.

I understand the WACHR may have been calculated at CS based on that increase occurring in November, which explains why our calculated WACHR seemed high (as I expressed on April 17 to Redacted by HELP C . There has also been no formal communication directly to implement a rate increase at any specific rate effective either October or November. I have asked other school presidents if they were aware of a tuition increase being planned for October rather than November, and they indicated they were not aware.

We have over 500 GAs written for the October start, with about 270 +/- written by January 16 so they are subject to lock-in at the pre-January 17 rate. The rest have applied at the current "non-lock-in" rate, and while we have the right to raise the rate at any time we will need to go back those 230 +/- applicants and tell them the rate is 5% higher.

It appears this policy decision and determination of the actual rate increase by CS was made without clear communication to the campus, which if true greatly concerns me. We have SFS FAOs planning people at different rates for fall, and we do not have enrollment agreements printed reflecting a fall increase since we were not notified. While I do not agree with an October increase for the above stated reasons, at least if we'd been informed our admissions team would have used that to push up July and August starts.

What do we gain compared to what we may lose, by doing this? More importantly, is this the right thing to do? I appreciate you being open to hearing me, Charles. I think this deserves a communication to all Ai in the event they are not clear on the intention by CS, and (like us) have not been preparing appropriately.

Redacted by HELP Committee

President
The Art Institutes International Minnesota
15 South 9th Street
Minneapolis, MN 55402

Redacted by HELP Committee

From: Restivo, Charles
Sent: Thursday, May 17, 2007 5:13 PM
To: Redacted by HELP Committee
Subject: RE: Chef Meeting in Houston June 4 - 5

Redacted by HELP Committee

It has always been the understanding that the annual tuition increases would be in October. Redacted by HELP Committee I suspect that you may be confusing 2 unrelated issues on post-lock. Call me on Friday and I'll explain.

Charles

From: Redacted by HELP Committee
Sent: Thursday, May 17, 2007 4:46 PM
To: Restivo, Charles
Cc: Doyle, Lisa; Redacted by HELP Committee
Subject: RE: Chef Meeting in Houston June 4 - 5

I learned today that Redacted by HELP Committee shows our tuition rate increasing in October from $414 to $435. Is this a decision that has been made? If so I had not heard of this.

Last year the schools were told by John Mazzoni that our annual increases would be in November (effective after the fall start). We currently have a large number of fall applicants who understand their rate will be $414; a decision to subsequently increase their rate might be viewed very negatively. Redacted by H is concerned they will see it as "bait and switch". If we increase in November, for which we do not yet have many applicants, we can use that to help us promote the October start (a lower tuition rate for that quarter before their rate increases for subsequent quarters).

I'd appreciate knowing what if any decisions have been made, and if we can confirm an increase for November rather than October. Thank you.

Redacted by HELP Committee

President
The Art Institutes International Minnesota
15 South 9th Street
Minneapolis, MN 55402

Redacted by HELP Committee

Redacted by HELP Committee

Redacted by HELP Committee

From:
Sent: Monday, June 11, 2007 8:41 PM Redacted by HELP Committee
To: Mazzoni, John; Restivo, Charles; Redacted by HELP Committee
Cc:
Subject: FW: Tuition Increase for October 1, 2007

I am not clear who to provide feedback to on the tuition increase letter so I am sending it to all of you as a follow-up to the Ai CoP discussion.

We'd prefer not to have any comment about why this increased is warranted as indicated in the original BPC-approved letter (i.e. "We have reviewed our cost and investments in providing this education and determined…") because no matter what justification given it will be challenged and we think it is better to not attempt to explain it.

In considering the issue of who is/is not affected due to prior lock-in policy there is no easy way to address that and I suggest leaving any reference to lock-in policy out of the letter – we'll deal with individual inquiries from students who do not get the letter as they arise (yes, I know I was the one who raised the issue).

We'd simply say:

New tuition rates will go into effect for terms beginning on or after October 1, 2007. The new tuition per credit hour will be XXX ($431 for AIM).

Redacted by HELP Committee

President
The Art Institutes International Minnesota
15 South 9th Street
Minneapolis, MN 55402

Redacted by HELP Committee

From: Tsatsoulis, Vasilios
Sent: Thursday, November 02, 2006 6:41 PM
To: Mazzoni, John
Subject: Recommendation

John,

I would recommend we have two enrollments agreements for H.S students so that it is not a piss off factor having to tell them that tuition is increasing just after they started.

Bill

From: Director of Admissions, the Art Institute of Charlotte
Sent: Thursday, September 08, 2005 4:40 PM
To: Redacted by HELP Committee
Subject: RE: Tuition Increase

I would prefer it not go up that much, but I think this is out of our control. You name it, we'll sell it.

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Thursday, September 08, 2005 4:37 PM
To: Redacted by HELP Committee
Subject: Tuition Increase

Redacted by HELP Committee

We need to submit to CS Redacted by HELP Committee for approval our proposed tuition increase.

Last time our increase was 2.8% and for the 6 prior quarters the increase ranged between 2.4% and 3.1%

My recommendation would be for another $10- increase (same as last time) for a $363 per credit hour tuition rate. This equates to a 2.75% increase.

Please let me know if this works for you guys.

Also… Redacted by HELP C .do we need any other school level approvals or CS approvals of this increase?

Please advise.

Thanks so much!

90/10 plan FY2010
Akron

In order to ensure that BMC Akron meets and exceeds the 10% non-Title IV policy we will be enforcing the following initiatives and policies:

- New training has been completed in Admissions and FA to prepare students for alternative loans.
- This training includes all students being set up to expect to fill out alternative loan applications and to have co borrowers lined up prior to their FA Packing appointment
- We are staffing a Full Time recruiter at the work force center. This employee will work with all of the agencies who assist with student tuition. This employee will have monthly goals of starts funded by the agency pay as well as contract training goals with agencies or organizations needing educational services for their employees
- We have started numerous fund raising campaigns on campus for the EDMC Scholarship Fund which is has increased in dollars. These include silent auction items, pie in the face campaign, raffle of student parking spaces, book buy back funds and other planned events. A committee has been formed and tasked with ensuring events occur.
- Students are now enrolled with the concept of "how much have you saved for your educations" and/or "how much can you contribute to your education on a monthly basis". We are attempting to have all students make some sort of payment to their education whether it is $20/month or $500/month.
- We already have put in place a tougher stipend check process which has cut our stipends down dramatically. Students are required to fill out budgets and get letters from their child care provider to support their stipend request. They are also counseled on the effect of taking out more loans.

These initiatives along with the over all changes to how Akron approaches enrollments will allow our campus to be successful in staying above the 90/10 ration policy.

From: Charlson, Joe
Sent: Thursday, March 18, 2010 2:06 AM
To: Finuf, Danny; West, Ed
Cc: Redacted by HELP Committee Nelson, Todd; Them, Richard
Subject: RE: 90-10 Forecast Summary - March 17 2010 updated
Attachments: image001.png; 90-10_FY10_Forecasting_Tool_Monthly_March 17 2010 vJC2.xlsx; BMC FY10 90-10 (4).xls

Sensitivity: Confidential

Danny,

Redacted by HELP Committee Thanks for catching this, you weren't missing anything. The BMC Cincinnati Total YTD of is correct; however the YTD ratios for Cincinnati's 7 component campuses were completely incorrect. I am sorry for causing the confusion on this and for not catching the errors prior to issuing the forecast.

I pasted the actual YTD values over the yellow values below (shaded in grey) and also have updated the values in the attached revised forecast. I also checked your other schools and all the other YTD values were correct. For additional reference, I am attaching the BMC YTD spreadsheet from 2/28/10.

Ed,

- The BMC Cincinnati and BMC Tucson forecasted year-end 90-10 ratios have not changed since the 2-18-10 forecast.
- We are expecting to have final DOE approval on IPSE prior to year-end, but at this point in time, as anticipated, we need to discuss the possibility of at least temporarily pulling the final lever beginning with April Title IV aid. Pulling the lever would ensure we stay under 90% in FY'10 until the anticipated DOE approval arrives while also ensuring we would remain under 90% if it does not materialize by year-end. The trade-off is student and school disruption and potentially lost revenue to bad debt on drops.
- I am currently trying to schedule for time with Danny and Richard to discuss tomorrow or Friday and then also to have a follow-up discussion with Danny, Richard, you and Todd on Tues 3/23 or Wed. 3/24 if possible.

The other BMC forecasted year-end ratios are in the attached forecast and summarized here:

FY'10 Forecast

Excerpts, selected by the HELP Committee, from a larger document produced by the company

EDMC Online Higher Education

MILITARY INITIATIVE – SERVING THOSE WHO SERVE

5 Aug 09

EDMC
Education Management Corporation

Table of Contents

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Recommendation

- EDMC OHE has an opportunity to better serve U.S. Servicemembers while achieving important company goals:
  - > 90/10 management
  - > Market share
  - > Incremental growth
  - > Leverage of fixed assets
- Implementation Phase 1: 24 Aug 09 – 19 Oct 09
  - > Establish military discounts for all brands
  - > Reach out to servicemembers via established channels for military students
  - > Direct incoming military inquiries to specialized ADA's and FAO's
  - > Establish military specialist student advisors
- Implementation Phase 2: Begin w/o 26 Oct 09, depending on success of Phase 1
  - > Create specific military teams spanning the student lifecycle
  - > Create umbrella military marketing for all OHE schools
  - > Direct marketing and sales to specific base education officers and command level contacts

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Military Inquiries
School and Program Breakdown

- Many OHE programs are well suited for Servicemembers and over-index with Military inquirers
- Leveraging the existence of our ground based institutions and OHE's flexible online education delivery positions us to serve Military students who may want/need either or both
- OHE's extensive programmatic offerings create a unique opportunity to meet the requirements of a broad section of Military members, and to create synergistic communications to reach them efficiently

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Current Military Students
Percent SSB and Index vs. Inquiries

- Military as a percentage of SSB varies by school
- Looking at active students vs. inquiries, A.I. over-indexes vs. the other schools
  - > Theory 1: A.I. has a 20% military tuition discount for Active Duty (AD) while the other schools have none
  - > Theory 2: A.I. has cache and programs that are uniquely appealing to young men - - the demographic of most people exiting the military

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Tuition Assistance & Financial Aid
Use of Title IV and Military Benefits

- Of the 994 military students enrolled at the end of Spring 2 '09, 822 (83%) used Title IV funds in addition to their military benefit
- Montgomery G.I. Bill (MGIB) funds are paid directly to the veteran, so if the veteran is covering all tuition costs with Title IV, no MGIB funds reach the institution - - Title IV becomes a low interest loan to the veteran, and 90/10 is exacerbated

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Action Plan

	Military Discounts and P&L Impact	Marketing to the Military	Military Focused Policies, Processes, and Staffing
Rationale	• Reduce additional out-of-pocket expenses for users of the MGIB • Improve 90/10 balance • Improve our mindshare with the military	• Leverage our portfolio of educational opportunities • Promote the "Top-Right-Box" advantage • Improve our mindshare with the military	• Ensure every person the servicemember comes into contact with is an expert on military educational requirements • The Higher Education Relief Opportunities For Students (HEROES) Act of 2003
Phase 1 24Aug09 – 19Oct09	• Waive application & enrollment fees • Military price reductions for AD and Veterans • Stand alone military P&L's by brand	• Partner with vendors specializing in military higher education • Revise recruitment slideshows • Update and enhance current military web pages for each school	• Fully train military specialized staff • Direct inquiries to specialized ADA's embedded within existing teams • Establish specialized FAO's and Advisors
Phase 2 19Oct09 – On-going	• Reduce military specific costs	• Base and command level Education Services Officer outreach	• Military focused teams • 24/5 staffing

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Military Discount / P&L Impact
Overview – All Schools

- The purpose of price reductions would be to attract more military students by minimizing out-of-pocket expenses for students not using the Post 9/11 GI Bill
- If reduced tuition rates for the military are desired, new tuition rates must be established vs. offering discounts (per R. Them)
- 90/10 is only improved if the military discounts discourage the use of Title IV funds
- Price reductions offered must be the same for all veterans
- P&L impact and 90/10 impact of price reductions vary depending on how many incremental military students the changes attract - - the following slides detail the impact by school
- The following analysis assumes the same cost structure for existing students and military students
- If AD tuition rates are established to match TA, *AD servicemembers show no profit*, and the P&L becomes very sensitive to the AD/Veteran mix
- Discount rate impact and TA impact are independent and additive

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Military Discount / P&L Impact
SUO Assoc., Bachelor, and MSN – 90/10 Impact

- Reducing tuition 10% does not cover the gap between SUO's tuition rates and MGIB benefits
- It does improve the Title IV-to-cash ratio *assuming* the servicemember only takes out the loans needed to cover the gap

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Military Discount / P&L Impact
AIPOD – 90/10 Impact

- AIPOD currently offers a 20% military discount to active duty service members, and to those who have separated from activity duty within the last year
- Replacing this with a 10% priced reduction for all military does not cover the gap between SUO's tuition rates and MGIB benefits
- It does improve the Title IV-to-cash ratio *assuming* the servicemember only takes out the loans needed to cover the gap

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Phase 1: Marketing to the Military — Policies, Processes, & Staffing

- Although current inquiry levels appear to justify military specific admissions teams, the individual ADA's would need to be cross-trained in *all* school programs and degree levels

	Inq / Week *	Avg New Inq / ADA (Mid Tier – Top Tier)	Total ADA's Required
AIPOD	390	30 – 40	10 – 13
AUO	421	40 – 50	8 – 11
SUO	824	40 – 50	16 – 21

- Actions
  > Admissions / Marketing
    - Identify military specific ADA's embedded in current teams
    - Route military inquires via CampusVue based on "Veteran Identifier" and program
    - Identify mature military inquiries and assign appropriately

  > SFS: Route military students to military specialists directly - - no intermediate planner

  > Advising : Same as SFS

* First 10 Months of FY09, ref. Slide 5

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Phase 2: Marketing to the Military — Policies, Processes, & Staffing

- Create umbrella website for the ***Online Higher Education Military Consortium*** (ohemilitary.edu) for all three OHE schools
  - > Positioning:
    "Only the Online Higher Education Military Consortium provides the widest variety of academic programs and degree levels for activity duty servicemembers and veterans to support both their in-service and post-service career plans and goals."
  - > Objective:
    Drive significant incremental enrollment among servicemembers
  - > Strategy:
    Overcome late to market disadvantage by leveraging the breadth of the AIPOD, AUO & SUO offerings
  - > Pricing:
    Blanket 10% Military price reduction from Consortium schools
- Develop targeted advertising/outreach initiatives
  - > Display advertising on military appropriate sites/networks
  - > Military-focused landing pages
  - > Print ads
  - > On-base brochures (as appropriate free-standing displays)
- Establish dedicated military toll-free numbers and call routing

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Next Steps

- Kick off meeting Friday 7 Aug 09
- Recruit for and train “embedded” ADA’s to receive Military inquiries across all programs and degree levels
- Establish routing for military inquiries in CampusVue
- Establish headcount requirements for, recruit for, and train FAO’s and Advisors
- Identify mature military leads in existing Admissions databases
- Establish Military Pricing by school
- RFP from Military inquiry vendors - - Initiate first round of inquiries targeted at over-indexing programs by school
- Complete review and update of OHE information in the Defense Activity for Non-Traditional Education Support (DANTES) and Servicemembers Opportunity Colleges (SOC)

From: Kelleher, Catherine
Sent: Friday, July 30, 2010 9:23 PM
To: Kline, John
Subject: FW: Possible Opportunities for EDMC "90:10"
Attachments: McKernan 07-08 re Opportunities.doc

Hi John

I attended the call yesterday with Jock McKernan, Todd Nelson and Ken Smith (Strategic Partnerships). The call as expected was to review the areas that had been highlighted on the report as potential opportunities for 90/10 impacting funding sources. The outcome of the call was a follow-up call with Danny and Ken on opportunities on the local Workforce Boards and I took the action item for a follow-up discussion on ensuring we are leveraging the military spouse benefits to the fullest extent possible. I plan to include Matt Cooper in the next discussion - Do you recommend anyone else?

Redacted by HELP Committee

Have a nice weekend.
Kate

-----Original Message-----
From: Nelson, Todd
Sent: Monday, July 12, 2010 6:47 PM
To: Finuf, Danny; Kelleher, Catherine
Subject: FW: Possible Opportunities for EDMC "90:10"

Danny and Kate,

After you have had a chance to review please give me a call. I know you are probably wondering why the two of you. Danny because of the potential match with BMC and Kate because of the impact on OHE.

Todd

-----Original Message-----
From: Ken Smith [mailto:ken.smith@sp2lc.com]
Sent: Thursday, July 08, 2010 5:10 PM
To: McKernan, John
Cc: Redacted by HELP Committee
Subject: Possible Opportunities for EDMC "90:10"

Please see attached correspondence.

Ken Smith
Chairman & Chief Executive Officer
Strategic Partnerships LLC
1729 King Street, Suite 100

STRATEGIC PARTNERSHIPS LLC
1978—Celebrating 32 Years of Service to our Clients—2010

Redacted by HELP Committee

Memorandum - Confidential

TO: Redacted by HELP Committee

FROM:

DATE: July 8, 2010

SUBJECT: **Possible Opportunities for EDMC "90:10"**

Thanks for the call outlining the interest of EDMC in learning more about potential areas of funding that could add students and revenue that would also address the "90:10" issue.

In light of that dual set of interests, let us briefly review the opportunities we see among recurring sources of government funding, plus some other prospects to consider. For ease of presenting, this document will be broken down as follows:

- **The Federal Government.** This includes the U.S. Departments of Labor, Education, Agriculture, and Health and Human Services in particular for direct contracts and grants on a periodic, competitive basis.

- **The State Level.** Forty states provide $500 million a year of funding to pay for 50 percent of the costs of training of incumbent workers covering, in one form or another, many of EDMC's course offerings. These are *recurring* sources of funding.

- **The Local Level.** This category includes the roughly $2 billion of federal job training funding that is available through the 600 local Workforce Investment Boards on a *recurring* basis to help approximately up to two million people each year secure assessments, training, counseling, and placement assistance. These are **recurring** funds that were tripled under the Stimulus Act.

THE FEDERAL GOVERNMENT

There are a number of emerging opportunities that may present short, medium, and longer-term opportunities that should also be carefully considered, given their size and scale.

The Military

1. **Military Spouses**. Probably one of the most important potential short and long-term targets for EDMC are the 800,000-plus military spouses who have been authorized, *for the first time in history*, for a one-time entitlement of up to $6,000 that can be used for training, as well as for counseling and other ways to assist them in finding work. We are told by the DOD that the largest demand among the spouses is for healthcare-related training, although it can also cover almost all other occupational areas.

1729 King Street, Suite 100 • Alexandria, VA 22314-2720 • Tel. 703.684.8400 • Fax 703.684.9489
www.strategicpartnershipsllc.com

The Department of Defense has also informed military personnel and their spouses that under the most recent G.I. Bill, they **can authorize** up **to 50 percent of his/her education benefits for the spouse to continue their education**. Therefore, in theory, every spouse has access to two separate sources of funding.

As you probably know, military spouses are a particularly attractive group of prospective students. Nearly two-thirds have at least some college education. The average age is 36, they have strong support systems with the military bases and operations and, of course, they tend to be very stable.

The big issue that is driving these new training funds is that when the military do their surveys, **the** primary reason people give for leaving the military is that their "spouse is not happy." When the military spouses are surveyed, they say the reason they are not happy is that they cannot find a job or, more often, they cannot find a **good** job for which they believe they are qualified with their background and experience. This is the reason for the focus on providing training and other forms of assistance: so that they can get better jobs and, in turn, encourage their spouses to stay in the military.

The "My CAA" (*My Career Advancement Account*) program for the $6,000 entitlement for all 800,000 spouses, however, has been thoroughly bungled. The entire web-based system for enrollment literally collapsed in January. Therefore, the DOD is not authorizing any new CAAs at the moment, and they have spent months trying to restore the system. At least 100,000 military spouses had gained eligibility when the system "crashed." Those are approved for their training. Once *My CAA* gets up and running, one can safely assume an enormous demand will follow, given all the interest that has been shown by the spouses.

EDMC was provided information on becoming a "Military Spouse-Friendly School" in the past. We would strongly encourage this to be a first step since that is the first stop the spouses see on their websites. No doubt, EDMC is already benefiting from some of this, but an aggressive effort to reach the spouses at the military bases with various career fairs, direct communications, and visibility with the Office of Military Families in Washington would be very important.

2. **Enlisted Personnel**. Of course, there is the long-standing tuition and other support for most members of the military as an entitlement.

3. **Veterans** also have a variety of tuition and other benefits, plus preferred eligibility for almost all other Federal programs.

Near-Term Federal Prospects for New Sources of Funding/Students for EDMC

1. **U.S. Department of Labor**. Although directed at community colleges, there will be the clear need for various kinds of partnerships within the focus of the new funding on expanding access, outcomes, and job placements. Among the most immediate potential opportunities is $500 million of new funding that was contained in the Healthcare Reform Act. It is a long, complicated story, but the $10 billion set aside for community colleges under the proposed "American Graduation Incentive Act" was removed to make the Healthcare Reform budget work. Two billion dollars – spread over four years – was delegated instead to the

Department of Labor, with the idea that community colleges would be the preferred eligible applicants. What makes this of particular interest is its focus, for the first time, **on laid-off workers who are on Unemployment Insurance**.

Further, it is authorized under the Trade Adjustment Assistance Act. Therefore, unlike any other Federal program, **it is feasible to provide up to two years of training and, while students are in training, up to two years of Unemployment Insurance benefits**. We found it very interesting that the Congress authorized the funding under TAA, since it does provide for unique longer-term potential training. Further complicating the funding is that every state must receive at least some funding (not less than .05%). Therefore, each state community college system will get a minimum of $2.5 million of funding. The larger states will receive much more.

Also of interest is that the legislation allows for "training of incumbent workers whose jobs may be at risk of unemployment and, if so, would likely qualify for Unemployment Insurance." It is clear that the goal in targeting these funds, therefore, is to try to reduce the demand on the Unemployment Insurance system by training and job placement.

We are advised that the Department – surprised by receiving these funds – will not have an RFP. There will likely be at least two different RFPs targeting "low-wage workers" who have been laid off and are on Unemployment Insurance and another at a broader reach to the rest of the laid-off workers on UI.

Finally, a great part of the focus will be on job placement – therefore, getting people **off** Unemployment Insurance. That is where some potential partnerships between EDMC and targeting certain categories of laid-off workers in concert with a Workforce Investment Board or a community college could prove attractive to all.

2. **Department of Health and Human Services:**

Training in Uses of Technology for Incumbent and New Healthcare Workers. As you may know, the Stimulus set provides for a $20 billion allocation of funding that will go (by some convoluted formula) to healthcare providers for acquiring "new technology." For some larger healthcare providers, it is serious money - $150 million to $400 million for the bigger hospital management companies.

It is our understanding that a substantial amount of funding will be offered by HHS to provide training to incumbent and new healthcare workers in those new technologies. Our contacts at HHS report that funding should be available by the late fall. (The first few RFPs with small amounts of money have already been released by HHS.)

Based on our discussions with our large healthcare clients, a good deal of work is already underway in the planning for **major** re-training of **existing** workers for a variety of new technologies. (Those will range from new MRI machines to new, more sophisticated computers, lots of new medical-related software of many kinds, various alarm and monitoring systems, patient data processing, etc., all of which have training requirements.)

Electronic Medical Records. *One of the biggest workforce impacts* is contained in the Healthcare Reform legislation and, separately, by the Obama Administration's Executive Order that no healthcare worker who interacts with any patient supported by Federal funding (which, of course, will make up the majority of people) can do so without "demonstrating competency in the use of Electronic Medical Records."

Our hospital clients report that they expect to have to re-train hundreds of thousands of current workers – which means across the country, among all healthcare providers, millions of current workers – to demonstrate mastery of the yet-to-be-defined Electronic Medical Record.

Work is underway at HHS to define those competencies. Microsoft, IBM, and others are lobbying hard to have their version of the EMR utilized. Best guess is that the government will set the criteria, multiple vendors will provide EMRs to fit, and the vendors will fight it out over market share.

These will be very sophisticated Electronic Medical Records, requiring the ability to use relational databases, very sophisticated ways of interacting with multiple sources of data systems internally and externally, and with lots of data input and verification requirements.

Adding to the major investment that will be required is the fact that almost all professional and technical post-secondary training programs for healthcare professionals will need to be reformed to incorporate the mastery of those Electronic Medical Records.

The Administration has established 2015 as the final date by which everyone who interacts with patients or medical activities that have any Federal funding whatsoever attached to them must be competent in the use of Electronic Medical Records. Some of the early funding from the Department of Health and Human Services has been around the issue of funding for public colleges to begin the process of reforming their curricula. HHS indicates that they will be providing RFPs in the fall to seek organizations to compete for training in and around the new technologies and Electronic Medical Records.

It is important to note that many state and local sources of funding (described later) are already being responsive to requests for training funding by companies with whom we work related to meeting the requirements of the Federal government and improved healthcare.

3. **U.S. Department of Agriculture.** One of the most frequently ignored yet one of the largest Federal agencies is the U.S. Department of Agriculture. As you know from our dinner with Secretary Vilsack, he still has nearly $3 billion of Stimulus funding to invest in economic development in rural America. He is seeking to focus those resources around a significant commitment to improve educational opportunities in rural America – especially those that utilize technology to broaden the ease of access and opportunities for the full range of people in rural America. In the Stimulus, he received about $250 million, which he put out for competition to bring broadband to rural areas that did not have it, with the requirement that those who did respond had to show how broadband would be used to improve educational opportunities as well as other improvements in the community.

Taking place the week of July 19 is the National Conference on Technology in Rural America, organized by the Administration. Over this past weekend, the President announced (although there are not a lot of details) an additional $800 million to help finance more broadband and Internet access.

STATE FUNDING

1. Most state-based sources of training funding, though not all, are focused on the re-training of **incumbent** workers.

   Some forty states provide approximately $500 million per year in various ways to offset the costs of training of primarily but not exclusively incumbent workers. Generally, these are grants in the $100,000 to $250,000 range, although large-scale training needs by companies in states like Texas and California can often exceed $1 million.

   However, in almost all cases the funding **can** be used for training of new workers, often with the requirement (such as in California) to provide job placement as part of the commitment under their training grants.

   These can be **recurring** sources of funding. (California makes companies take a "holiday" for a year after three years of grants in a row, but then can come back for another three-year cycle, and many companies with whom we work do just that.) As noted in previous communications, in some cases that funding could be used to offset the costs of training staff of EDMC, as a private sector employer.

   Typically, these grants cover approximately 50% of the **direct** costs of training. Most often – though not in every case – it does **not** include the cost of the wages of the trainees, but again, the direct costs of training, though they will accept fully loaded, defensible costs. Typically, the grants provide from several hundred dollars per employee to as high as $7,000 or $8,000, depending on the sophistication of the training and the level of employee to be trained.

   The priority is on skills training. However, that can include supervisory training in addition to a full range of technical skills.

2. **The Unemployed.** As noted, many states allow some portion of their training grants to be used for training of unemployed workers (although most rely on the Federal source of funding described below for that purpose).

   In a few cases – such as Virginia's recent commitment of nearly $60 million of new funding to help support job creation, which includes funding for training incumbent and new workers – states have actually stepped up their level of funding for both incumbent and new workers.

Local Funding

1. **Workforce Investment Boards.** A major source of *recurring* funding is the Federal government's $2 billion or so investment each year in 600 local Workforce Investment Boards that blanket the country. In turn, they utilize approximately 2,500 "One-Stop Centers," where

the unemployed and those people who feel they are underemployed can go to receive assessments, counseling, and training.

Each Board is independent and, in most cases, acts like it. However, they are consistent in their focus on the re-training of the unemployed and requiring all training institutions to go through a process to become "Eligible Training Providers."

EDMC should have no trouble being approved in every case, because it is recognized by the U.S. Department of Education as an "accredited" institution – normally the fundamental requirement for being approved. Nevertheless, in some cases, the WIBs do require quite a bit of data about individual courses and programs, and the process can take from 30-60 days to complete from beginning to approval.

Once completed, in most cases it is a permanent eligibility. In a number of states, if you are approved by one Workforce Investment Board, then you are automatically approved as an Eligible Training Provider for *all* of that state's Workforce Investment Boards.

Typically, training is funded in the form of "Individual Training Accounts." Those are authorized after an individual is determined to be "eligible" for WIA services (typically either a laid-off worker or an individual who can demonstrate they are economically disadvantaged). The individual then gets to choose which school to take that ITA for training.

The ITAs typically are in the minimum $3,000 range, but in a number of cases recently, those have been increased to as much as $15,000 (in the Dallas WIB that we worked on).

The Big Issues Facing WIBs. There are three crucial issues facing Workforce Investment Boards:

A. **They are overwhelmed with millions of laid-off workers.** Also in many cases, they are not well equipped to work with those who have good educational backgrounds and work experience. In the past, they have been primarily focused on the economically disadvantaged and under-skilled.

   Further, the Administration has been pushing hard (as noted in the description of the new Federal funding from Healthcare Reform), also focused on those laid-off workers who are currently on Unemployment Insurance. In each year from 2001 to 2007, about a million people were served. In the past twelve months, the number has been closer to two million.

B. **Community colleges are often at capacity.** Because of state budget cuts, in many cases the community colleges can no longer absorb any more individuals. Therefore, the WIBs are searching for new capacity and new options.

C. **Job Placement.** In the end, Workforce Investment Boards are held accountable for getting people back to work. In this tough economy, that is very hard to do. Therefore, schools that are able to provide both the training and reasonably high percentages of job placement success have become very attractive.

Getting EDMC into the workforce system will take some work. The rationale for doing so is that this is a large and recurring source of funding which, given the anticipated long-term unemployment in this country, will receive disproportional amounts of funding for years to come as the primary mechanism by which the government seeks to help the unemployed get work.

As noted earlier, WIBs are faced with massive challenges and a lack of capacity to meet those challenges from their usual vendors (community colleges, non-profit/public vocational technical centers, and non-profit job training organizations).

Keys to Success with Workforce Boards. Happily, there is some good EDMC experience. It is our understanding that EDMC has won significant WIA training and placement contracts on an episodic basis (especially in the Miami area, as we recall). Based on our experience in helping others in this arena, the following are the keys to success:

- **First and foremost, one must be serious about this**. That means a commitment of senior-level management time and on-the-ground engagement of committed staff who can reach out and build relationships with the local Workforce Boards.
- **Key Workforce Boards should be identified in the locations where EDMC has schools** and adequate staff to meet all of the requirements to become an Eligible Training Provider.
- **Be aggressive in reaching out to the Workforce Board leadership to demonstrate your commitment** and show the commitment to put people on the ground to introduce EDMC to the counselors in the One-Stop Centers. Also, provide those counselors with posters, DVDs, and other information about the offerings through EDMC.
- **Keep it up** – keep returning to those One-Stop Centers, keep showing up at Workforce Investment Board meetings (campus-based staff), and demonstrate that EDMC is a genuine partner in the process.
- **Work to have EDMC personnel be appointed to the Workforce Investment Boards** as a further demonstration of partnership. That, of course, puts those individuals in a position to better understand the large-scale training needs in the community and how EDMC can respond most effectively respond to those.

In short, our recommendation is to make systematic what has been otherwise episodic: engaging with and becoming a regular partner to the workforce system.

2. **Cities / Counties.** Many cities and counties have small but significant sources of job training-related funding. Each would need to be assessed on a case-by-case basis where EDMC has facilities. Again, these are *recurring* sources of funding and may be used for a variety of innovative purposes helping to build partnerships between the EDMC campuses and the cities/counties, potentially in concert with a local Workforce Investment Board.

Other Potential Sources

1. **Foundations.** A number of America's major foundations have jointly committed to investing hundreds of millions of dollars over the next ten years in "expanding access and increasing outcomes" in higher education. They have teamed up with the Obama Administration in setting similar goals for doubling the number of people enrolled in higher education within 8-10 years, and most recently have shifted even more of the focus onto improving the **outcomes** of higher education.

   The foundations have firmly concluded that the quickest way to achieve these goals is by helping adults get enrolled, especially those who have had some previous college experience but did not get through, and making sure those who are enrolled complete their training and are able to transition into work. The key foundations driving this priority are:

   - The Bill and Melinda Gates Foundation
   - The William and Flora Hewlett Foundation
   - The Carnegie Corporation
   - The Lumina Foundation

   It is important to underline that when have talked to each of those Foundations, each believes that for-profits generally are "doing a much better job" in terms of providing access, especially to the economically disadvantaged and those who are either first time or second-time college-goers. These Foundations also believe that they are also "far and away" more successful in achieving educational and vocational outcomes.

   A number of RFPs are coming up this summer and fall, focused on various categories of adults to utilize foundation funding to leverage other resources to build the scale of access and outcomes.

   In some cases, a non-profit partner may be key. That might include community-based organizations (such as the National Urban League, various member organizations of the National Council of La Raza that do recruitment and screening of their populations, Goodwill Industries, Easter Seals, Opportunities Industrialization Centers, etc.) where EDMC could be the training provider and they might provide the recruitment and family/other support services as needed.

   We believe that the Foundations could be a major missed opportunity for the for-profit sector because of the Foundations' view that the for-profit sector is, in fact, a far better performer on the access and outcome criteria.

2. **International.** We realize EDMC is able to recruit international students (if we recall from previous discussion, largely from the Caribbean but also from a few other countries).

   At a minimum, EDMC should reach out to the non-profit international organizations funded by the State Department **for the purpose of helping students interested in getting an education through a U.S. institution to become aware of EDMC**.

Redacted by HELP Committee

Most for-profits **do not** take advantage of this funding which, as a practical matter, can provide free recruitment services.

One good example is AMIDEAST, an international non-profit focused on eleven countries in the Middle East, headquartered in Washington. The State Department provides several million dollars per year to fund eleven physical counseling centers and various phone banks and web-based assistance to approximately 200,000 individuals annually from those Middle Eastern countries seeking information about and assistance enrolling in U.S. institutions.

The Institute for International Education, certain American Chambers of Commerce, and others receive similar funding.

The U.S. Agency for International Development (USAID) is separately ramping up its spending on training, both on the ground in developing countries and in covering the costs of bringing students to the U.S. Over the past decade, the government has shifted away from four-year degrees to shorter-term, more business/technical courses for foreign nationals, who will then go back and enhance the workforce capabilities in their homelands.

The World Bank, the Asian Development Bank, and the Inter-American Development Bank all have **major** training components of all their infrastructure and economic development-related grants. Often these training grants can be in the tens to even hundreds of millions of dollars over an extensive period. Again, most are targeted on technical and business skills, although in some cases that can include degrees up to an MBA.

We look forward to the call to discuss.

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Excerpts, selected by the HELP Committee, from a larger document produced by the company

BROWN MACKIE COLLEGE

Danny Finuf

President, Brown Mackie College

90/10 & Student Loans

- Restructure BMC main campuses from 8 to 5 to improve and protect consolidated 90/10 results
- Increase tuition 8% higher than normal annual tuition increases
- Increase tuition rates beyond the annual increase for new enrollments into our high demand/high outcome programs
- Increase cash collections through consolidated CS positions for out of school balances
- Implement new procedure and track results to ensure an increase in submitted and approved alternative loans with co-borrowers
  - 70% participation rate
  - 40% approval rate

From: Kline, John
Sent: Monday, June 07, 2010 4:50 PM
To: Allen, Travis
Cc: Redacted by HELP Committee
Subject: RE: AUO Pricing

I just got off the phone with Redacted by HELP he is fine with our pricing. Redacted by HELP wanted me to make it clear, he has no problem with what we proposed, but he wants us to downplay that with Redacted by HELP.

John R. Kline | President

EDMC Online Higher Education

1400 Penn Avenue
Pittsburgh, PA 15222-4332

Redacted by HELP Committee

From: Allen, Travis
Sent: Monday, June 07, 2010 12:48 PM
To: Kline, John
Cc: Redacted by HELP Committee
Subject: AUO Pricing
Importance: High

Hi John, as a follow up to my voicemail. Argosy Ground wants a much higher tuition increase than what we have proposed. Last week Eric and I exchanged emails which led me to believe that he wanted me to wait to finalize our price increase until after his FY11 Plan presentation as he was going to ask Todd and Ed for some kind of relief since they had already baked in a much higher price increase into their plan.

In the end, I must have misunderstood his approach because it sounds like he went to Todd and Ed asking them to push us to raise our Undergraduate tuition to align with what they have proposed. He told me on Friday that he made the argument based on the potential impact of 90/10.

While I recognize a higher tuition price point has the potential to positively impact 90/10, I don't think it can be the solution as it will constrain our ability to get enrollments. We are already priced higher than any of our competitors so if this were a driving factor in 90/10 we would be in a much better position as it relates to 90/10. If we move to the rates Eric has proposed we will become even less competitive and there will likely be a negative impact on ARC.

We need to finalize this ASAP or we will be at risk of having to defer the price increase until after the Fall 2 start as there is a 90 day notification period required.

Has Todd reach out to you? I am not even sure he will as I am getting things second hand from Eric. My preference would be to wait until COB today and if you have not heard from Todd to move forward with our proposed increase.

Let me know what you think is the best way to proceed.

Thanks!

From: Allen, Travis
Sent: Saturday, May 29, 2010 8:34 AM
To: Redacted by HELP Committee
Cc: Kline, John
Subject: FW: AUO Pricing

I made the changes that we discussed and sent it onto Eric. I will wait to send to Redacted by HELP and others until I talk to him but think we will be right…

From: Allen, Travis
Sent: Saturday, May 29, 2010 8:33 AM
To: Evenson, Eric
Subject: AUO Pricing

Eric attached is a model that shows the AUO proposed tuition increase for FY11. The first sheet shows the AUO increase compared to our competitors and the second sheet shows the increase compared to AU.

The proposed rates were based on the competitor matrix in the attached. As I mentioned to you on the phone we have a tremendous amount of pressure from competitors like Ashford and Canyon that are significantly less expensive at the undergraduate level.

As I went through this in detail it looks like we were only completely aligned at the Bachelor Degree level last year which makes it near possible to get alignment this year. It also probably tells us that is not as critical as I thought to get alignment. We will be close at bachelor and master degree level(non-education) and materially different for education and doctorate degrees. I think you already have a way to solve for that by offering the scholarships to partnership organizations so I think we should be okay here.

I thought through offering scholarships as way to go higher on price but still remain competitive but in the short-term I think there is too much risk for us to do so. Our students learn about us almost exclusively via the web which means we would have a good chance of losing them before we even had a chance to have a discussion about scholarships that offset the tuition. I am sure we can figure it out but we would need to do some focused pilots to get it right before rolling it out on a large scale.

I think we both need have to these finalized by COB Tuesday so let me know if you want to talk through them between now and then.

Thanks,

Travis Allen

From:	Director of Administrative and Financial Services, the Art Institute of Tampa
Sent:	Monday, August 27, 2007 4:49 AM
To:	Them, Richard
Subject:	RE: FBAR 08242007.xls

Thanks Richard....As we move forward in the year, and tuition is increasing, it is getting harder and harder to package students without increasing the amount of institutional aid we give....

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Wednesday, February 13, 2008 8:33 PM
To: _AiCH ADMIS
Subject: NO NSR Tomorrow!!!

Hey Team;

Per s instructions we will not have a full NSR tomorrow.

However we want AC's and ADA's to meet tomorrow and do a "mini" NSR for March students. Please notify and I about any problem students. We cannot afford to lose any March prospects so we must stay on top of them! Also we must focus on making our March start. The goal is 100 March starts and we only have 47 on the books. So we must take no less than 15 March apps each week for the next 6 weeks. This will be a challenge but we have already proved that we are not afraid of challenges. We will make the March start because that is what we do ☺!

We will resume full NSR's next week for all future starts so make sure you are aware of where your students are and make sure notes are in for each one.

and the AC team are calling all seniors to invite them to the upcoming FASFA workshop. They will also identify students and parents who require a personal AC visit and/or any problem areas. They will forward a list of confirmations for the workshop.

Please work in harmony with them to ensure that we do not lose future students.

Thanks...

Redacted by HELP Committee

Director of Admissions
The Art Institute of Charlotte
Three LakePointe Plaza
2110 Water Ridge Parkway
Charlotte NC 28217-4536
Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Tuesday, December 23, 2008 8:45 PM
To: _AiCH ADAS
Subject: FW: CARS Report Attached: DB=aich TYPE=pdf File
Attachments: BDY.TXT; aich_hinesa_20081223_1541.pdf

Looks like Redacted by HELP Committee might be going to Hawaii!!

Some of you are going to detention! J

Redacted by HELP Committee

Senior Director of Admissions

The Art Institute of Charlotte

Three Lakepointe Plaza

2110 Water Ridge Parkway

Charlotte, NC 28217

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Tuesday, December 23, 2008 3:44 PM
To: Redacted by HELP Committee
Subject: FW: CARS Report Attached: DB=aich TYPE=pdf File

From: Art Institute-CARSU [CSS x0] [mailto:carsu@vbox.aii.edu]
Sent: Tuesday, December 23, 2008 3:42 PM
Subject: CARS Report Attached: DB=aich TYPE=pdf File

From: Redacted by HELP Committee
Sent: Tuesday, January 29, 2008 10:14 PM
To: _AiCH ADAS
Subject: FW: Conversion
Attachments: BDY.TXT; aich_odells_20080129_1645.pdf

PLEASE EVERYONE HIT THE PHONES!!! WE ARE FAR BEHIND WHERE WE NEED TO BE!!!

PDRS PUSH!!!!!!!!!!!!!!!!

Redacted by HELP Committee

Director of Admissions

The Art Institute of Charlotte

Three Lakepointe Plaza

2110 Water Ridge Parkway

Charlotte, NC 28217

Redacted by HELP Committee

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Friday, May 16, 2008 4:17 PM
To: _AiCH ADAS
Subject: FW: conversion
Attachments: BDY.TXT; aich_odells_20080516_1209.pdf

GET OUT OF WORK AT 3p.m. card!!!

Come on only Redacted by HELP can leave right now with 11. The rest of you have 3 hours and new lists!

Redacted by HELP Committee

Senior Director of Admissions

The Art Institute of Charlotte

Three Lakepointe Plaza

2110 Water Ridge Parkway

Charlotte, NC 28217

Redacted by HELP Committee

Redacted by HELP Committee

Redacted by HELP Committee

From:
Sent: Friday, August 10, 2007 11:22 PM
To: Redacted by HELP Committee
Subject: RE: Conversion
Attachments: aich_odells_20070810_1726.pdf

Hi Everyone,

I want you to take a look at your personal conversion rates and see if you can find an opportunity this week to get over the 60% mark. As a department we are struggling and this is an area I feel we can really impact to get to October. We are only averaging 48% and we need to be in the mid 60's to impact October. Let's talk about this in our meeting on Monday, think about ways to increase this conversion.

Remember, we have them on campus already let's close them here and not have to do double time on the phones later.

Thank you for your efforts!

Redacted by HELP Committee

Redacted by HELP Committee

Director of Admissions

The Art Institute of Charlotte

Three Lakepointe Plaza

2110 Water Ridge Parkway

Charlotte, NC 28217

Redacted by HELP Committee

Grand Canyon Education, Inc.			
SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
Grand Canyon	Document 1	GCUHELP003958	24
Grand Canyon	Document 2	GCUHELP004306	11
Grand Canyon	Document 3	GCUHELP004756	7
Grand Canyon	Document 4	GCUHELP06195	25
Grand Canyon	Document 5	GCUHELP06343	19
Grand Canyon	Document 6	GCUHELP011957	1
Grand Canyon	Document 7	GCUHELP019302	23
Grand Canyon	Document 8	GCUHELP019907	5
Grand Canyon	Document 9	GCUHELP019931	2
Grand Canyon	Document 10	GCUHELP019933	2
Grand Canyon	Document 11	GCUHELP019937	1
Grand Canyon	Document 12	GCUHELP019938	3

Chapter 11: Enrollment Strategies

Learning Objectives

- Gain Understanding of Advanced Call Flow
- Learn Questions to Ask about Motivation
- Understand your Role Statement
- Expand Understanding of Trial Closing
- Examine the Benefits of Enrollment
- Learn About Value-based Selling
- Learn Questions to Move to the Application
- Learn Questions Gain Agreement to Start
- Explore Common Areas of Concern
- Learn Effective Voice and Email Messages
- Understand Solid Appointment Setting

Introduction

Effective enrollment strategies are key approaches that help establish rapport, understand student needs, present options, and overcome areas of concern. They are designed to increase the EC's ability to help students find that earning their degree is a priority with great value.

When multiple strategies are internalized by enrollment counselors, a library of approaches becomes available that can be accessed "on-the-fly" depending on individual student situations.

The most successful enrollment counselors realize the importance of always working to increase their ability to help students, which in turn increases their confidence to overcome any obstacles to enrollment.

Successful strategies result in high contact, high conversion, accomplished goals, happy counselors, students and alumni.

The following pages are not an inclusive list of all approaches available to assist students in their decision to enroll. Counselors will work with their Enrollment manager, peers, and attend ongoing training to increase ability and grow a library of approaches. There are also outside sources of training in these areas, including books, audio programs, seminars, speakers, and more that counselors may choose to attend personally for ongoing professional development.

Included in this chapter is:

1) The FERN Approach - call flow, helps establish student needs & return on investment, creates urgency to avoid past inaction

2) Feature and Benefit Approach – value-building approach, WIIFM, matches specific needs to features & benefits of GCU

3) Value Building Approach - value-building approach, reduces cost, focuses return on investment, student objectives

4) The "Ben Franklin" Approach - closing technique, compares pros & cons of a decision to enroll at GCU, creates urgency

5) Overcoming Areas of Concerns - removes roadblocks, includes an approach, feel, felt, found & set-aside

6) Closing - closing techniques, create urgency, ask student to take action, commit to next step, moves student forward

7) Effective Messages & Appointment Setting - prospecting approaches, maximizes daily effort, builds pipeline, generates inbounds

The FERN Approach

Use the FERN technique to uncover a student motivation, the need for earning the degree and paint a picture of two futures: with a degree and without a degree.

Frustrations – "What's the problem?"

- How long have you been thinking about returning to school?
- What has kept you from finishing your degree before now?
- Where would you be if you would have earned your degree ___ years ago?
- Has something happened at work that reminded you how important this is?
- What have you lost by not having a degree?
- What has not having the degree meant for you?
- How has not having your degree affected your life/career?
- How much has not having your degree cost you?

Effects – "What's the effect of not solving the problem?"

- What options do you have in your career future without your degree?
- What will happen if you do not get a degree?
- Where do you see yourself in _____ years without a degree?
- How will you feel continuing in your present position without a degree or a chance to live up to your potential?
- What are your thoughts about downsizing in your industry and being in a job market without your degree?

Rewards – "How will you be rewarded if you do solve the problem?"
- Why is now a good time?
- What is motivating you forward now after _______ years?
- What does having a degree mean to you at this time in life?
- Where will you head in your career with your degree?
- What opportunities open up for your with a degree?
- How will life or your career be different once you graduate?
- Where do you see yourself with a degree? How does that make you feel?
- Do you know your estimated income once you become a GCU graduate?
- What would it mean to you to finish the degree you started _______ years ago?

Next step – "So, this is what you need to solve the problem?"

- Summarize the student's needs and clarify F-E-R.
- Show the student you were listening.
- Thank them for sharing their personal information.
- Help them paint a picture of how a degree will benefit them.
- Agree with them that the outcome will be positive.

This approach requires good listening skills and control of the conversation. If you have not established enough rapport with the student or the student does not feel you are trying to help them, this approach can be condescending. Painting a picture in real terms, with a level of detail that allows the student to reflect on what life has been like without the degree and what it would be like with a degree can be a very powerful motivator to move forward. At the end of this approach, move the student to take the next step, reinforcing they are making a good decision to move toward the more successful future with a degree.

This approach is richer and more effective if the EC briefly shares from a real experience a time when they also looked back, forward and around to see where they had been, where they were going and what it was going to take to get there.

Imagine you are piecing together a mirror. It helps them to better see themselves, their goals and the path to achieving them.

Feature & Benefit Approach

Features describe an experience and benefits describe how they make it better or different. Understanding the features of GCU and how they benefit students is important to a student's decision-making process. Committing these feature and benefit relationships to memory are important to successful counseling at GCU. Our features make us different and benefits are why your student chooses us over other schools. Below are some features and benefits for GCU:

Feature: Christian University
Benefit: All programs are values-based

Feature: Traditional Campus
Benefit: We are a traditional University with NCAA sports, campus housing, student life and thousands of students attending our main campus

Feature: Regionally Accredited
Benefit: Your credits transfer to regional Universities and the quality of your education has been thoroughly reviewed and acknowledged

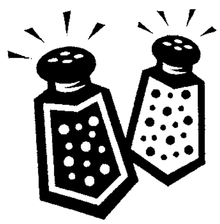
Feature: Quality Faculty, most are doctoral degree holders; working in the fields they teach
Benefit: You learn from industry experts who provide proven, real-world solutions to your work-related challenges

Feature: 8 week classes
Benefit: Accelerated pace means you earn your degree more quickly so you can achieve your career goals sooner

Feature: Classes are offered three semesters per year; Summer, Spring & Fall
Benefit: Staying focused & on schedule, some finish degrees in only 18 months

Feature: Concierge and Exceptional Customer service
Benefit: Friendly, GCU representatives are available and contact you to answer any questions you may have throughout your program

Feature:	One of the fastest growing universities
Benefit:	Growing resources help you accomplish your goals and our students' success is becoming nationally and internationally recognized
Feature:	Ken Blanchard College of Business
Benefit:	Name recognition, significant experience, proven Blanchard curriculum, relevant industry learning and a high standard for excellence.
Feature:	Courses are designed for working adults and are tailored to advance your career
Benefit:	Focus on courses that will allow you to perform better in your current job, or train for a new one.
Feature:	Classes are offered one at a time
Benefit:	Studies show that adults learn best when they focus on one subject at a time
Feature:	Delivery system is Angel
Benefit:	A very reliable licensed program, Angel helps you learn through ease of use, online archiving, discussion boards and interactivity.
Feature:	Same quality education you can expect from campus programs
Benefit:	The same level of quality education you would receive in a GCU classroom combined with the convenience of taking classes online.
Feature:	Asynchronous learning format
Benefit:	Allows you the ability to learn according to your time schedule. You also have the ability to interact with other students online through message boards and one-on-one professor feedback. You won't ever be called out in class & will have time to articulate responses.
Feature:	All student resources are 100% online
Benefit:	From book buying to accessing the University library, all student resources are available 100% online from our student website. You'll never have to wait in line or waste time searching for information you need.



Using the Features and Benefits Approach, you will first establish rapport and learn about what the student is looking for in online education. Build a list as you discuss educational experience, work history and why they are looking at online of any potential features the student is seeking. Even ask what they may not have liked about their previous school or what they would like to see in an online program of their own design.

You will almost always find we have what they need. Even though it is easy to get excited in this approach, do not quickly fire back benefit statements after each question or statement the student makes, be patient and you will have an opportunity to impress them with our benefits.

GCU Feature and Benefit Statements:

My Story

Value Building Approach

Adding value from a prospective student's perspective is a matter of helping them assign measureable value to the details or benefits of the GCU Online education. The details that make a positive contribution to the student can be in terms of time or money, or in terms of making the experience richer, easier, more satisfying or simply more valuable than that of the competition. These are all reasons for a student to enroll.

At the beginning of a student experience with GCU, some of the value is perceived value. As the EC, it is partly your responsibility to see that perceived value becomes actual value. This is in relation to your timely and professional follow-through, customer service and the preparation of the student in terms of expectations and the actual walk-to-class support you provide.

When value-building, you are promoting a result. As a result of our features, students have excellent experiences. As a result of our growth, our degrees are becoming well-known. As a result of our partnerships, our school of business teaches industry-proven curriculum. Each of these types of results has value. Why do you feel our programs or educational experience is worth more?

Selling on value requires EC's to justify and highlight exactly how much a student will benefit from our school. The student must assign a value to each benefit. The benefit can be in terms of time saved, return on the overall education investment or in terms of convenience. This consultative selling approach can result in students who are ready to start the program before they even know how much it costs! In other words, the student thinks "of course I want to start, it sounds so valuable, it must be worth the cost of tuition."

Also, if a student is only buying on price, they must brush aside fears that cheap may also mean invaluable, and an investment as important as education is not worth that risk. Students are looking for a program that will meet their needs, deliver on their goals & provide great value. Fortune is in the valuable.

Culture of Convenience

In addition to value offered by the University, the Enrollment Counselor also offers great value to students. First, you offer knowledge of programs, the online system and application processes at the base of an arduous climb toward their degree. Study these things and become an expert. Second, you offer a clear path and urgency. Students need assistance climbing the hill, support them to complete the application process so they are eligible to start with the next session. Third, you provide students with professional follow-through to maintain momentum and motivation as they approach the climb. Poor follow-through with students sets poor habits for what is expected of them in class. Your students need you to show them the way, just as you will expect them to show you the good habits that help them be successful. Fourth, you set clear expectations of how students attend class. If your students are looking for easy, remind them that easy is not always valuable.

Counselor and TEAM Benefit Statements:

Remember that you are a very valuable and powerful part of your students' futures. If power can be defined as the ability to influence change, then value can alter behavior and provide motivation, a sense that something unexpected can be accomplished.

The "Ben Franklin" Approach

People list many reasons they are not able to finish the typical college program of course, time is usually the biggest factor. It is difficult and inconvenient to arrange a busy work and home life around a rigid classroom schedule. With our online program, however, that isn't a problem because our classes do not meet at a certain time in a particular place. Students are learning 100% online so they choose when and where to take the classes. Downloading lectures, readings and assignments whenever and wherever there is Internet access.

Do students still have reasons or excuses to decide not to attend? If they did not, everyone would be in school earning a degree. Ben Franklin used the following method when making a difficult decision. Ask your students to take out a piece of paper and draw a T. On the left, write "+" and on the right, write "-." Then help them create a list of good reasons to attend school and earn their degree. Once the list is about 7-8 long, ask them if they can think of any others. Next, ask them to go ahead and list all of their reasons not to move forward down the other side.

Now ask, "How many + do you have? How many - ? Ok, I want you to feel comfortable and confident with your decision to start school and would not be setting you up for success if you do not feel that way, now if you are ready, let's discuss each of your concerns so you can make a well-informed decision. Deal with each concern and find agreement on GCU being the ideal college program. Depending on how much of this has already been discussed, simply present the list to summarize, without further comment.

Closing

Regardless of which approach you may use to help a student make a decision to enroll, closing never happens at the end of the conversation. Closing is a process that takes place from the first call to the walk-to-class, and truly could be said to extend throughout the entire time the student attends GCU until graduation. Closing is simply how we help people make decisions that are good for them. The student needs to feel confident and comfortable.

However, when simplified, remember that closing is a conclusion, the sum of all things the student has encountered about Grand Canyon University and not simply a statement at the end of the conversation. Some of those statements are included below:

Alternate Choices Close

"Will you be starting your program alone in the Spring or do you have a friend who would also like to begin Online?"

Comfortable/Confident Close

"Since you seem to feel comfortable and confident about moving forward, let's complete the application together now."

Isolation Close

"Is there anything else you'd like to ask? If not, I can help you plan your schedule and we can find when your first course will start."

Suppose Close

"If we address all of the concerns you have today, is there any other reason, other than yourself, you could not start in the Spring semester?"

Access/Technology Close

"Are you traveling out of the country or will be without Internet access any time in the next 3-5 months? No? Ok, are you ready to take the next step? Let's take it together." "Do you have access to your computer or a fax machine right now?"

Permission Close

"Actually, I cannot do much more to help you until I have your permission. I mean, I really want to know that you are committed and ready to make this happen for yourself, if you are, then with your permission, I will help you take the next step and stay on you if you need it from the application process all the way through the 'door' to class for the first time."

Reflexive Close

..Student .. "Do you offer financial aid?" "Is that the way you plan to finance your education at GCU? .. Ok, then the next step is to request your PIN and complete the FAFSA application. Would you like me to point you in the right direction? Actually, if you search on your own, some students stumble on to pay sites, but the FAFSA is free. I can help show you the way."

.. Student .. "Can I start in the Spring semester" "Do you want to start then? Ok, then we really need to get your application complete and transcripts requested right away, can you go online with your computer now?"

Indecision Close

"Indecision often costs more than moving forward, aren't you ready to get back on track for your goals and feel good about where you are headed?"

Can't Say No Close

"One thing I have found in working with other students is that students can't really say 'no' to me about starting school. You see, if you decide to say no about starting school, you aren't saying no to me, you are saying no to the benefits you shared with me about starting school. I'm here to help you take the next step, is it ok for me to show you what to do next?"

I Wish I Would Have Close

"When was the last time you said you wish you had done something long ago? For example, investing in real estate in the 1990s or buying stock on the open market. In both cases, you had to take a risk to see the benefits. Aren't you ready to say 'I did' instead of 'I Wish I would Have' again?"

Ball in Their Court Close

"What other information do you need to make your decision?" Students will typically ask for application steps. "Let me ask you, what do you think your next step is at this point?" Students often expect to complete an application to move forward even early in the decision-making process.

Invest in Yourself Close

"In moving forward, I know it will be a challenge, but as an investment in your future, I know this decision will be a good one for you. The smarter the investment, the greater the return and you are your own best asset, if GCU is a good fit for you, let me help you take the next step."

Addressing Areas of Concern

Concerns are a normal part of the enrollment process and without voicing some concerns, most students would never move forward. Take time to understand your student's concerns, clarify them, question them and then provide an answer to their concern.

Feel, Felt, Found

"I see/understand/hear how you feel, in fact, I know many students/others/teachers/alumni that have felt the same way. What I/they/we have found is that when you/I/they/we really thought about it/evaluated it/started the class, we did well/understood/like it, etc."

The Set Aside

To set aside an concern and cover it later, simply acknowledge the concern, give it some value and say that since it is important to the prospective student, you will definitely spend time talking to them about it today. (e.g. Tuition)

The Six A's (A+A+A+A+A+A)

Agree, Add, Ask:

When a student likes a benefit we have, let them know that you noticed that they like it, ask why or how much and then add your own feelings about that benefit or the feelings of other students to reinforce their positive feeling.

Acknowledge, Adjust, Ask:

When a student raises a concern, the worst response is to quickly overcome it. Instead, acknowledge what they said and make sure you understand where they are coming from, then offer a good reason for the student to change their mind. FFF is a form of Acknowledge and Adjust.

Areas of Concern Examples

I don't have time to earn my degree.

Questions: Do you control your own schedule? Tell me about it. Do you see any changes in your schedule over the next six months? Are you able to consider the moving around some priorities to move this goal to the top? There are two ways to make more money in the world, work more or get paid more. Only W x T = $!

Answer: so what you're really concerned with is how to best use your valuable time, right? That's what a lot of GCU students are concerned with...and although earning a degree is a commitment, you may find it surprising to know it takes a lot less time than you think. Most of our students are working adults like you. That's why GCU offers courses specifically to help meet the busy lives of it's students. Classes are offered one at a time so you only have to focus on one subject at a time. Could you see yourself being successful with this kind of schedule?

I'm not ready to go back, I was never good at school anyway.

Questions: What are your plans now? Are you concerned about whether you will be a good student? If I could help you learn the system, I'm confident you could handle the work if you made it a priority.

Answer: If I explained how you can be successful in GCU's program would you start school? Many students feel the same way about returning to school. However, our programs are specifically designed to meet the needs of the adult learner. Our courses are offered one at a time and the assignments and curriculum all take into consideration the fact that you haven't been in that "college" atmosphere in a while. You'll have a support group of students, faculty and of course me to help you through every step of the way.

It's too expensive.

Questions: Do you have other schools or opportunities you are comparing to GCU? Is the price the deciding factor for you? Can you afford not to move forward?

Answer: How much were you expecting to pay for college? Many people have thought the same thing about our programs, but after researching the competitors you'll see we are very reasonable. In addition, can you afford not to go back to school? With the recent research on how much more money you're apt to make after you earn your degree, isn't it time to get started now. You're concerned about earning a valuable degree, right? Well, don't get caught up in spending all your time and money on Jr. College or a community college. You'll soon find that the cost of attending GCU is much more reasonable – and time efficient.

I heard your faculty isn't qualified.

Questions: What do you know about our faculty training? Are you aware of the qualifications required to teach at GCU? Are good relationships with your teachers the most important thing to you?

Answer: You want to learn from the most qualified instructors, correct? You bring up a good question. All our instructors are not full-time traditional tenured faculty, because we know that having instructors who are currently working in the fields they teach will have a greater impact in the classroom. Adults want to be able to immediately apply what they learn in school to their jobs. In addition to real-world work experience, our instructors must go through a rigorous training process where they are evaluated by other faculty and business professionals – before they are allowed to teach. All our instructors are master's prepared and many have PhD's.

I think I'll wait until next year to start my degree, can you just send some information?

Questions: Have you been researching schools already? If you continue to wait, what are the chances your life will get less busy? If I send you information, what will your next step be?

Answer: While I can understand where you're coming from, I think what your asking is how is starting my degree now going to help me, right? Well, most students will tell you that the sooner you start your degree the sooner you'll be done and on your way to earning a higher salary, getting that promotion you want, or just satisfying that life long dream. If you're committed to reaching your goals, which I know you are, then you won't put your goals on hold.

Leaving Effective Messages

- Never ramble!! Leave messages that are 30-45 seconds long and always give the prospective student at least 2 good reasons to call back.

- Speak at a fast pace when leaving a voicemail, but slow down and speak clearly when leaving the contact information.

- Keep calling and try to actually speak to the person. Try to find out when he or she will be available.

- Email the contact letting them know that you would like to call at a specified time. Set up an appointment in your outlook Calendar.

- When following through on a fax or e-mail, feel free to ask if they received your fax or e-mail. Always say something like, "I am just following up on my e-mail about..." Go into a few exciting points about your topic. This is a good refresher to your student.

- Never leave the same voicemail twice. Always change your message to include another great point about why they should want to talk to you today.

- Practice by leaving yourself a voicemail. If you get bored listening to yourself then you know that you are in trouble.

- Call your Enrollment Manager once a month to leave a new message that you would leave for your studeuts.

Remember, your voicemail is the first impression a student has of you. If it is filled with verbal talent, enthusiasm and knowledge, they will like you!

For your voicemail greeting, share a point of value to let them know when you are normally "on campus" and that you are excited to return their call.

When you are away, let your students know when you will return to campus and set your "off campus" email and voicemail greetings.

Sample Voicemail Scripting

Hi, ______________, this is ______________ from the College of ______________ at Grand Canyon University. I'm calling to help you move forward with earning your degree. I would like to go over with you how our program works, the cost, and how soon you can graduate. Many students don't even know they can earn their degree in less time than they expect and do it 100% online. I'll be here on campus until ______________pm. Please call me at ______________. I look forward to helping you achieve your goals. Have a great day!

Hello ______________, this is ______________ with the ______________ at Grand Canyon University. I'd love to talk with you about our online degree programs, including the cost, time involved and how convenient it actually is to earn your degree online. Give me a call back when you return and we can look at your program and financing options so you have a realistic idea of whether or not this is possible. My number is ______________ and I am on campus from ______________ to ______________, Monday through Friday. Look forward to speaking with you soon! I'll be sending an email so you have all of my contact information.

Hi, this is ______________ calling from ______________ at Grand Canyon University. This message is for ______________ and I understand you needed some help from me regarding our programs. I'd love to speak with you so we can determine what information you may need to get a good idea of how the program works, how much it costs and how soon you may be able to graduate. I look forward to speaking with you soon! You can reach me at ______________ on campus from Monday through Friday until ______________pm.

Voice Messages & Greetings

Introduction Message:

Voicemail Greeting:

Introduction Greeting:

Effective Email Messages

When using email, try to always ask a question that requires a response, either in the subject, body or at the end of the email. This gives the potential student something to take action on right a way.

Keep the question simple and use it to

- move the student forward in the process (i.e. Did you complete the MPN, if so, email me and I'll review it for you. The next step is the ________),
- find out if they are still on track (i.e. Subject: Did you complete your next step?)
- or to restart contact (i.e. Since we talked last, I was wondering, did you talk to your employer about reimbursement? If not, give me a call, I have some information for you that may help with that).

Even the best email communication is not substitute for voice to voice contact with your prospective students.

Remember, when prospecting that all email messages must first be approved by marketing. Be sure to send your messages to your manager so they can receive approval. Your manager will also be able to provide you with pre-approved email messages.

All emails should have the University or a Director approved auto-signature.

Email Guidelines

Sending Spam

Sending unsolicited commercial email is not authorized and can result in immediate termination. Unsolicited commercial email is also known as spam, junk email, and bulk email. More importantly, we do not want GCU to have the reputation as a source of spam.

Marked as Spam

There are many occasions when a prospective student will "mark" or "flag" an email message as being spam. This may result in all future messages being blocked from certain internet domains (aol.com or yahoo.com). When someone marks an email as spam, some of the larger internet providers, such as AOL and Yahoo, will send this message back to the administrators of the GCU systems. If we determine it is spam, appropriate disciplinary action will be taken.

How can this happen?

Some may select the message as spam if they do not wish to communicate with GCU any longer. It is more likely that software or the user may unknowingly select an email if they receive a large amount of spam messages. They could select all emails and then scan the sender's name for recognized emails. When this occurs, it is very easy to miss an email sent by GCU.

Selling

Chapter V

3057

Online

- What has prevented you from completing your degree?
- Why are you looking at online education?
- Tell me about your schedule? (Find out why online education would benefit your student)

Payment Options

- How do you plan to pay for your educational investment?
- How are you planning to finance your education?
- How does your school district's (and/or company's) reimbursement policy work?
- Does your school district (and/or company) offer any tuition assistance?
- Did you know that we offer our students **adult** financial aid?
- Did you know that we offer a payment plan through tuition pay?

Start Date

- When are you looking to take action?
- When do you want to graduate?
- How soon do you see yourself graduating?
- When do you plan to start?
- How long have you been postponing your educational goals?
- Are you aware that you can finish your degree in as little as two years?
- Your first class begins on _______, is that soon enough for you? Is there anything keeping you from starting then?

Example of Effective Messages

Examples of effective messages:

(LM1)

Hello ___________ this is Monica Chandler, **your** enrollment counselor at Grand Canyon University. I received your request for information and would like to provide you with details, but I do have a few qualifying questions for you. Please give me a call back **TODAY!** I can be reached at 1-866-***-*****.

(LM2)

Hello___________ this is Mona Lisa **your** enrollment counselor at Grand Canyon University. You requested information within the last two weeks and I would like to know if you are still interested in pursuing an education here at the university. If so please call me at your earliest convenience so I can provide you with detailed information. We are currently enrolling for our **FALL TERM,** which begins in September. You can reach me at 1-866-***-****. I look forward to speaking with you. Have a great day!

Tips for leaving Effective Messages

Tips For Leaving Effective Messages

NEVER RAMBLE! 30 SECONDS OR LESS!

Speak at a fast pace when leaving a voice mail, but slow down and speak clearly when leaving the contact information.

Keep calling and try to actually speak to the person. Try to find out when he/she will be available. E-mail the contact letting him/her know you would like to call at a specified time. Set up an appointment in your Outlook Calendar.

When following up on a fax or e-mail, never say did you get my fax or my e-mail. Always say "I am just following up on my e-mail about….." (go into a few exciting points about your topic). This is a good refresher for your student.

Never leave the same voice mail twice. Always change you message to include another great point about why he/she would want to talk to you.

Practice leaving yourself a voice mail. If you get bored listening to yourself then you know you are in trouble.

Call your manager once a month and leave her a new message that you would leave for your students.

Your voice mail is the first impression the student has of you. If it is filled with verbal talent, enthusiasm, and knowledge, they will like you!!!

**Building Value
Adding urgency**

Building Value and Adding Urgency

Guideline: Enrolling with Confidence,

OPENING:

Ken this is ______ calling you from the admissions team here at Grand Canyon University. How are you? I am the Enrollment Counselor for the College of Education. Apparently you contacted our school regarding registration.

Pause and wait for the student's response

As a counselor my job is to discuss admissibility of specific degree programs, set up the expectations for potential candidates and determine if this would be a good fit for you.

Pause and wait for the response

If you would tell me a little bit about yourself, including your professional and educational experience?

Fantastic, why are you considering this program now?

Why would completing your degree benefit you?

How long have you been thinking about finishing your degree?

ADMISSIBILITY:
Recap...So you graduated in....and you have so many credits....great. Do you know what your GPA was upon graduation? From what you told me you have worked in the educational field for many years, right? Is your teaching and nursing certificate current? (if the student is a teacher).

3061

ADDING VALUE:

How did you hear about Grand Canyon University? Really? That is great I like to find out how our candidates learn about Grand Canyon University. As a counselor I like to paint a picture that summarizes what we offer to candidates who are accepted into our programs.

If you are accepted into the University you can be assured of the recognition and accreditation associated with our programs.

Now that you know a little bit more about Grand Canyon University, do you think our program would benefit you?

QUALIFYING/INTERVIEWING:

1. How comfortable are you functioning online from 1-10 with 10 being most comfortable? What do you do when you are online?
2. How much time do you see yourself dedicating to school each week on average?
3. What makes you successful as a student? What successes have you had as a student?
4. If you felt the Grand Canyon University was a strong option for you why would it make sense for me to recommend your application?
5. What would earning this degree mean to you personally/ professionally?
6. How do you feel about working in teams? Tell me about your educational/professional experience that involved being part of a team.

FORMAT/CIRRICULUM:

- Outline how long on average, it will take student to earn their degree based on credits.
- Classes are not based on a typical semester system, our classes go year round.
- Our classes are scheduled eight weeks at a time and each class is worth three credits, making the program easy to manage.
- You have access to your class 24/7.
- We judge participation and attendance by postings/explain.
- You have access to your teacher via the e-mail discussion board.
- Class sizes are limited to 20 students allowing maximum interaction and participation.
- Curriculum is structured around comprehension, There are weekly discussion questions weekly, explain further.

Generally, a successful student spends about 10 to 15 hours in school per week.

Recap: Does this make sense to you? Given our format, do you feel that would do well in our program?

3063

FINANCE/INVESTING IN YOUR DEGREE:

- Have you thought about how you will invest in your education?
- Outline the core cost of tuition for their program.
- If the student says he/she want to pay cash to cover the core cost of tuition per class.
- If the student is not sure, discuss Financial Aid with him/her step-by-step, include qualifying questions.
- List options for the student (Stafford Loan/Tuition Pay/ Scholarships.

Close/Creating Urgency

This is you chance to seal the deal!

Candidates are evaluated on their admissibility into the program and how timely and accurate their applications are presented.

Recap:
Does this make sense, are you comfortable with our admission process?

TAKE AWAY STEPS:

- Ask your students to call you or e-mail you and let you know they have received/complete the application.
- Ask your student to open up directions to the application and print them out (if you don't have directions let your manager know I will forward them to you).
- Set up a time the next day with your students to discuss their progress.
- Advise your students that you will recommend their application once you measure their progress.

Probing & Responses

"I have no time to go back to school...I am too busy."

- Do you feel you're too busy to make education a priority?
- Tell me about your work schedule?
- Well, wouldn't you agree that's really why you need a degree?
- What will be different a year from now?
- Are you able to reorganize your priorities?
- Do you work in a team environment?
- Do you control your schedule?

"Just send me some information."

- What kind of information are you looking for?
- So, you're ready to go back to school...tell me about that?
- Are you nervous about going back to school?
- On a scale of 1 – 10, how important is school to you?
- What is your school going to do for you at work or personally?
- How much thought have you put into returning to school?

"I am shopping Around."

- What other schools are you looking at?
- What will be the deciding factors in your decision?
- How long have you been thinking about going back to school?

- That's why I'm here…to help you shop. What kind of timetable are you on?
- Are you shopping for a place to graduate?
- When you first thought about returning to school, where did you start the process?
- What does your ideal school look like?
- Great! Consider me your personal shopper for education!

"It is too expensive."
- Expensive compared to what?
- Is cost the biggest factor in making the decision?
- Do you know anybody who has attend the University?
- What is your biggest reason for returning to school?
- On a scale of 1-10, how much are you willing to invest in your education?
- Have you inquired the Human Resources department regarding your company's tuition reimbursement program?
- What will having a degree mean to you at this time in your life?

"I am going in a different direction."
- What direction is that?
- What has prevented you from finishing your degree in the past?
- Tell me about your career goals?
- Is that going to get you to where you want to be 2, 3, 4 years from now?
- How has not having your degree affected you?
- Are you afraid of what kind of student you will be?

"I need to drop."
- What do you mean?
- Why is quitting school more important than graduating?
- Who has been motivating you to quit?

GROW your Prospects

At Grand Canyon University, we believe prospects and students "GROW" as a result of a conversation with us. For that reason, we follow a "GROW" conversation model to learn more about the prospect's needs and to determine if GCU has a program and offers a modality that will work for them.

G Goals
R Reality
O Options
W Will

We discourage Enrollment Counselors from following an exact script; though understand walking through a sample conversation and preparing for conversations is a great way to build skills. We also encourage Enrollment Counselors to remain cognizant of the conversation's flow—it's not necessary to uncover or discuss all of the GROW elements in the exact order provided.

Remember- the prospect should "GROW" from the conversation—they should walk away feeling educated and knowledgeable, ready to make the best decision for him/herself.

There are some factors which will help you become successful. These are powerful tools to use alongside the GROW process.

Success Factor - **URGENCY**

1) Assume that **NOW** is a good time to talk with the student. We are working with busy working adults who can multi-task and do 99% of all transactions via cell phone. Never ask "is this is a good time to talk?" If it is not a good time, they will let you know. Remember, they requested information from us. Think about a time you requested information. When the person called you, were they bothering you? Since you answered the phone, 99% of the time they were not bothering you. This is exactly how we should approach every prospect we contact. Most people won't answer the phone if they can't talk. When this happens, we need to leave an effective voicemail. We should never send all the information via email when contact has not been made. You want to be the one on the other end of the phone who can help with any questions, objections or concerns our future students have.

2) If it is a new lead alert, (we are assuming you are following the rapid response policy and this student is contacted within a minute) the conversation should start with, "What made you click on our banner today?" If it is a lead older than a few hours, the question is, "What changed in your life or motivated you to request information" The response to whatever the student says is **CONGRATULATIONS for taking this very important step towards changing your life! I am looking forward to working with you to help you accomplish this exciting milestone.**☺

Success Factor – **SET DEADLINES FOR THE STUDENT**

1) Same day action deadlines are the norm. For example, like completing the Apply Web application instantly or that evening if the prospect isn't in front of a computer. It is critical to set deadlines and milestones for our students. This will prepare them for their homework assignments in school. Use the example and treat it as this is your FIRST homework assignment. ☺ If they can't get online with you on the phone and can't find the time for the application that night, remind them that school is going to require them to find time. Ask them to go through their evening with you so you can HELP them find 25 minutes. Let them know you understand they are a busy working adult with a family (if that is their situation). Help them understand they are just like 90% of all our students who had to find a way to work school into their life. Assure them that you are here to help them be successful and their first course is also designed to help them be a successful student. There will be resources and tools to help with time management since this is a common struggle for our new students. Let them know, the good news is after a few weeks, they will figure out exactly how to fit school into their everyday life and it will become part of their routine.

   Example wording includes:

   Are you by a computer now? If yes, say *GREAT let me know when you are ready for the web address.* When they are ready say, *go to* ***(insert our aw address here)*** and just start walking them through. Assume they have time unless they tell you they can't. If they are not near a computer the wording is: *Since your start date is* **(pick the next start date, don't give multiple options)** *we will need your completed application by 10AM tomorrow. Will you have 25 minutes tonight to complete this?* If yes, congratulate them on making school a priority. If no, remind them that school will require them to find time. Have them walk you through their night and let them know you will help them find the 25 minutes. Keep reminding them of the reason they requested the information. Just like anything we want in life, college requires hard work, dedication and desire to accomplish earning this degree. Our students, who make this a priority, find the time and after a few weeks it just becomes a part of their normal daily life.

Overcoming Objections:

Example objections/answers might include:
Objection: I'm interested in another university that costs less.
Response: I understand cost is a concern. Most college students share the same concerns. What I'd like you to do is think about your return on investment.

1) *Do you think it matters what University is listed on your diploma? The reason I ask is many employers place a high emphasis on not only what type of degree you have but where you obtained your degree. Did you know GCU is ranked as one of the Top 10 Universities with an online program according to oedb.org?*

2) *How long will it take you to graduate from ________? The reason I ask is we offer a 4-credit model for many of our programs. This can potentially help you accomplish your goal of graduating a lot sooner. If you can fax me your transcripts, I will have a pre-evaluation completed and let you know exactly when you can be walking across the stage at Graduation!*

Success Factor – **RELATE YOUR OWN GCU EXPERIENCES**
Relating your own experience as a current or prior GCU student is a valuable method to bond and establish a relationship with your potential student.

Example wording includes:

Besides being your Enrollment Counselor, I'm a student/prior GCU student as well. Like you, I also work full-time (and have a family if applicable), so I can relate to what you're going through. Just as you will have to do, I found a system that works for my busy life and I am still able to work full-time and spend quality time with my family. The great thing about our online learning environment is that you can choose when you go online. Whether it is after your put your children to bed, during a lunch break or before you leave for work whenever you can find the time, your class is there. Isn't that great?

Once you become a student, you will have a course syllabus that you will print out as your guide. You will be able to plan your week according to the syllabus and you won't have to give up working or your precious family time that is so important. We also have several time management resources that will be available. The best part is we all understand what you are going through, including your instructors. They are here as another great resource for you and will have a focus on time management best practices in your very first class. Just like anything, we have to find time to work into our lives; and I assure you after a few weeks, this will be just part of your routine. You will be so excited to cross off each class as you move closer to your goal of earning your degree.

Goals
So let's go through a sample GROW conversation starting with obtaining the student's goals.
Sample questions:

(IF NEW LEAD): What circumstances in your life caused you to click today?
Why are you interested in going to school?

Taking the conversation one step farther, you can ask more specific questions to determine the program of interest.

What kinds of careers are you interested in?
What level of education is required? What level of income would you like to earn?
What is the projected growth of this occupation?
What are the benefits of this occupation?

The questions listed above are discussed in depth on the Bureau of Labor Statistics website. In addition, the BLS provides extensive statistics, education overviews and other requirements for those seeking to progress in any industry.

http://www.bls.gov/audience/jobseekers.htm
In today's changing work environment, prospective students have to be concerned about several factors which include but are not limited to the following:

Which graduates are in demand from a particular field of study?
What graduates do to be the most attractive candidate?
What are the future career or occupation trends?

Success Factor – Advise the student the advantages of attaining their degree using the US Bureau of Labor Statistics.

Some example wording includes:

Degrees pay. According to the 2008 Bureau of Labor Statistics, the average salary between someone who obtains a bachelor's degree versus someone who just has a High School diploma is around $20,400 per year.

Graduates are also much less likely to become unemployed. According to the 2008 US Bureau of Labor Statistics, only (2.4%/Masters Degree and 2.8%/Bachelors Degree) were unemployed in 2008 compared to 5.1% with some or no college. ***So the likelihood of getting a job gets higher with a degree while the chances of becoming unemployed become lower.***

Enrollment Counselors who ask many open ended questions and listen carefully to the needs of the prospective student will be more successful in assisting the student with their enrollment into the correct program of study. Enrollment Counselors who are viewed as experts in career growth areas will gain the respect of the prospect. For that reason, we encourage you to explore the job opportunities for the specialty you are enrolling for.

Reality
In this section of the call, the Enrollment Counselor is trying to find out more information about the prospect's current situation. Specifically, number of transfer credits or previous degrees earned, amount of time the prospect can commit to school, what kind of student s/he has been in the past, payment, and any concerns.

Prior College Experience

Sample questions include:

Do you have any previous College experience? If yes, about how many credits did you earn?
Do you have access to your transcripts? If you fax those to me, I can have a pre-evaluation completed and let you know exactly when you will accomplish your goal of Graduating! ☺
What GPA did you earn previously?
Tell me about how much time you have weekly for school.
How were you planning to pay for school?

Options
During this part of the conversation the Enrollment Counselor is finding out more about which factors will impact the student the most and whether GCU can meet those needs.

Success Factor – UNDERSTAND **WHY GCU IS THE BEST FIT FOR THEM**

Make sure you understand and can communicate why GCU is a great fit for them.

Example wording might include:

Many employers place a high emphasis on not only what type of degree you have but where you obtained your degree. Did you know GCU has been ranked as one of the Top 10 Universities with an online program according to oedb.org?

Many of our programs now contain 4-credit classes which may allow you to complete your degree even sooner than you expected!

Will

It isn't necessary to badger or pressure a potential student. It is however important for you as a counselor to help our students see that they CAN go to school, along with all the other things going on in their life. Everyone is busy, which is why online school is their only option (a majority of the time). Life is never going to become "less busy." It comes down to committing to a goal before another 5 years pass them by (or however long it has been this is important to find out). A month or two down the road, life won't be "less busy." It all comes down to how important it is to the student and your ability to let them know you are going to help them take this next step towards their future. It is very easy to be a counselor to students who call and say they are ready to start. You are a truly successful counselor, helping to change lives when you can help a potential student who has put their dream on hold for years that now is their time to work towards this goal.

We have examples of students, who are single parents, have multiple jobs and they find the time to earn their degree because it is priority. Some students understand that without their degree, nothing in their current situation will change. Most students need you to help them understand this. It is your job to build the value of the freedom and pride that will come with earning their degree.

Many counselors say they are "Just here to help students." Helping students is defined as follows: You help our students when you work with them and show them that they can accomplish their goal with everything else going on in their lives. You help our students when you commit to them that you will help them finally take this step and make sure they are fully prepared for a successful journey with us. You help our students when you care enough about them to not give up on them and help them through the difficult times when they call and ask you to drop. You help our students when they finally walk across the stage at Graduation and tell you, "If it wasn't for you being there for me and encouraging me to stick with this, I would never be here today."

You are the Counselor; they are looking for you to tell them the next step and their start date.

Sample Wording:

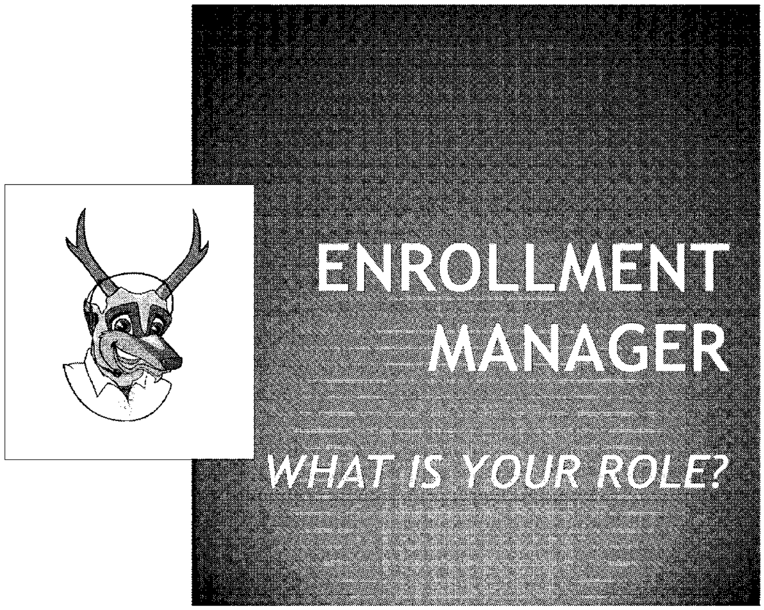
> Are you by a computer now? **If yes, say** *GREAT let me know when you are ready for the web address.* **When they are ready say, go** *to (insert our aw address here)* **and just start walking them through. Assume they have time unless they tell you they can't. If they are not near a computer the wording is:** *Since your start date is* **(pick the next start date, don't give multiple options)** *we will need your completed application by 10AM tomorrow. Will you have 25 minutes tonight to complete this?* If yes, congratulate them on making school a priority. If no, remind them that school will require them to find time. Have them walk you through their night and let them know you will help them find the 25 minutes. Keep reminding them of the reason they requested the information. Just like anything we want in life, College requires hard work, dedication and desire to accomplish earning this degree. Our students, who make this a priority, find the time and after a few weeks it just becomes a part of their normal daily life.

Never ask when a student wants to start. Assume based on the information you have gathered and the fact that this is something they need to accomplish for their future that the next date available is THEIR START DATE. They have already waited years (in most cases). You are the counselor; they need you to help them finally start working towards this goal!

Sample Wording:

We all know how Life can tend to "happen" I am going to commit to you that I will help you from now until the time you call me to say you are walking across the stage at Graduation. Won't it be so exciting to share this exciting news with your friends and family?

What we've outlined here is a very basic conversation. Please take time to develop and work on a conversation flow that's natural for you. If your prospect senses you are knowledgeable and that you care about them (even if the end result is not attending GCU), you will win in the end!



Grand Canyon Education, Inc.
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OVERVIEW

- Your Roles as a Leader
- Transitioning Employees
- Speaking Positively About the Plan
- Tracking Performance
- Corrective Action

YOUR ROLE AS A LEADER

- *Personal Accountability*
- *Employee Development*
- *Change Agent*
- *Servant Leadership*
- *Employee Expectations*
- *Team Culture*
- *General Management*
- *Conflict Management*

TRANSITIONING EMPLOYEES

4 Scenarios:

1. New EC 6 Month Review Requirements Not Met.
2. New EC 6 Month Review Requirements Met, Review Not Delivered Yet.
3. Tenured EC Review Requirements for Current Review Period Not Met.
4. Tenured EC Review Requirements for Current Review Period Met, Review Not Delivered Yet.

(1) NEW EC 6 MONTH REVIEW REQUIREMENTS NOT MET.

- EC transitions to the new plan immediately.
- EC can anticipate the 4% Retention Adjustment to coincide with the 1st Pay Period after the 6 month tenure mark is achieved.

(2) NEW EC 6 MONTH REVIEW REQUIREMENTS MET, REVIEW NOT DELIVERED YET.

- Review completed under previous plan and salary outcome noted
- Calculate salary with 4% adjustment as outlined in the new plan

The greater of the two above will determine the pay adjustment with the effective date to align with the previous plan.

EC transfers to new plan going forward.

(3) TENURED EC REVIEW REQUIREMENTS FOR CURRENT REVIEW PERIOD NOT MET.

- Performance Evaluation completed under New Plan and salary outcome noted
- If pay was decreased at prior evaluation, salary prior to decrease noted

The greater of the two above will determine the pay adjustment with the effective date to align with the previous plan.

EC transfers to new plan going forward.

(4) TENURED EC REVIEW REQUIREMENTS FOR CURRENT REVIEW PERIOD MET, REVIEW NOT DELIVERED YET.

- Review completed under previous plan and salary outcome noted
- Performance Evaluation completed under New Plan and salary outcome noted
- If pay was decreased at prior evaluation, salary prior to decrease noted

The greater of the three above will determine the pay adjustment with the effective date to align with the previous plan.

EC transfers to new plan going forward.

SPEAKING POSITIVELY ABOUT THE PLAN

- Job Performance Expectations Transparency
- Emphasis on Student Retention and Service
- Eliminated Salary Reductions
- Annuity Earning Potential

# of Students	Rate	Total
250	$150	$37,500
225	$150	$33,750
200	$150	$30,000
175	$150	$26,250
150	$150	$22,500
125	$150	$18,750
100	$150	$15,000
90	$150	$13,500

# of Students	Rate	Total
80	$150	$12,000
70	$150	$10,500
60	$150	$9,000
50	$150	$7,500
40	$150	$6,000
30	$150	$4,500
20	$150	$3,000
10	$150	$1,500

TRACKING PERFORMANCE

- Monthly Tracker/Quarterly Tracker (Handout)
- 1st & 2nd Course & AY Completed Web Report
- Annuity Tracking Report(s)

MONTHLY/QUARTERLY TRACKER

Quantitative Enrollment Expectations

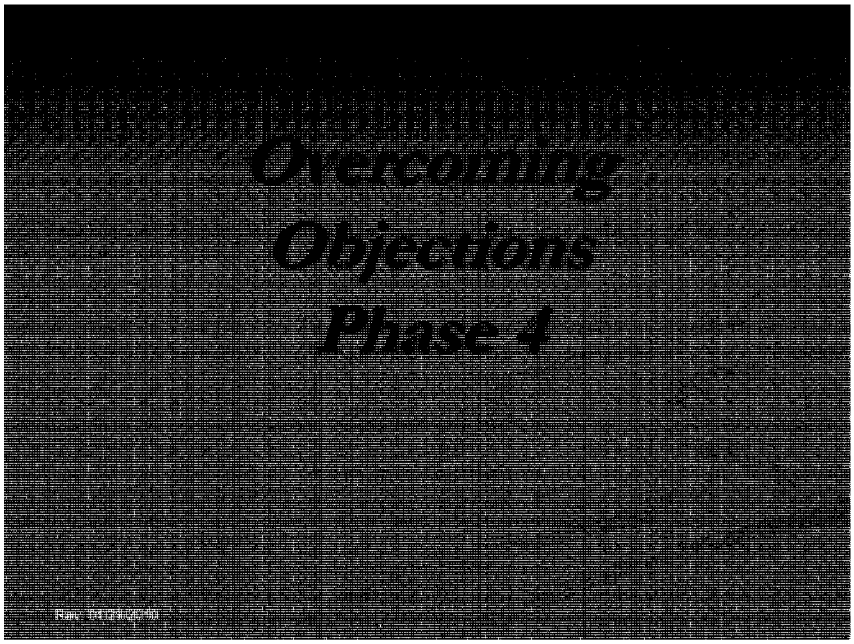
May		June		July		QTD	
1st Course	*2nd Course*	*1st Course*	*2nd Course*	*1st Course*	*2nd Course*	*1st Course*	*2nd Course*

Activity Guidelines

	Meet Expectations	MAY	JUNE	JULY	QTD	YTD
Average Daily Call Volume	80-89					
Average Student Talk Time	3:01-4:30					
Average Financial Clearance	85-92.9%					

MONTHLY/QUARTERLY TRACKER

- Each Manager will have a folder on your QA folder called "Monthly Enrollment Counselor Summary"
- Each month you will be required to complete this form using the Web Reports and review this form with your EC's
- You will be required to save it as Word document:
  - EC First/Last Name/M/D/Y
    - Example BobSmith6-1-10
- These folders will be audited once a month



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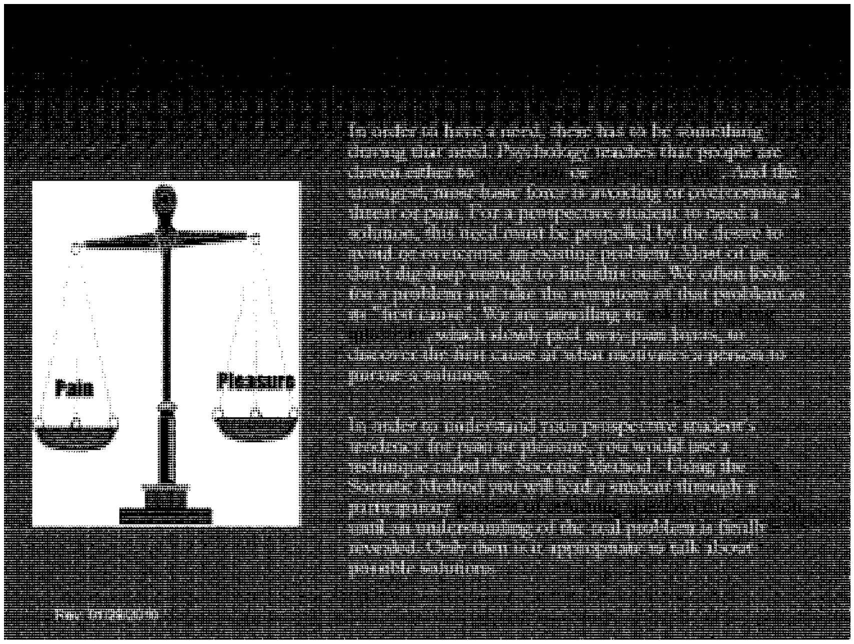
- Socratic Method
- Common Objections
- Objection Tips
- Activity
- Best Practices



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- The Modern Socratic Method is a process of questioning used to successfully lead a person to embrace a specific belief and thus allowing you to control the direction of the conversation.

- Easier to lead a person, by baby steps, to specific knowledge through a series of questions than it is to force a person to abandon a cherished idea and rethink an important or controversial issue just by asking creative open ended questions.

  - An open-ended question requires an answer greater than a single word or two.
    - ***Why do you think going back to school is too difficult?***

  - A closed-ended question can be answered with a simple "Yes," "No," or other very simple answer.
    - ***Do you think going back to school is too difficult?***

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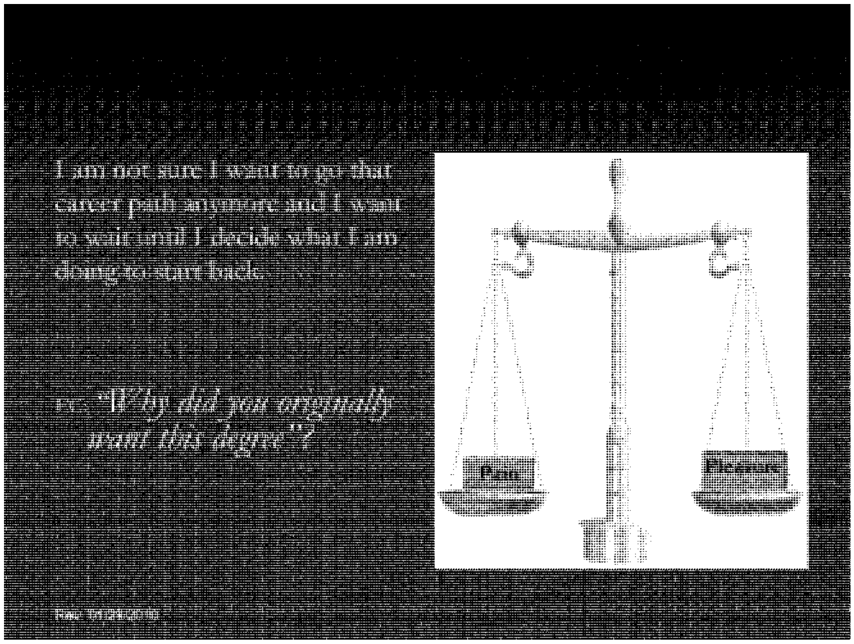

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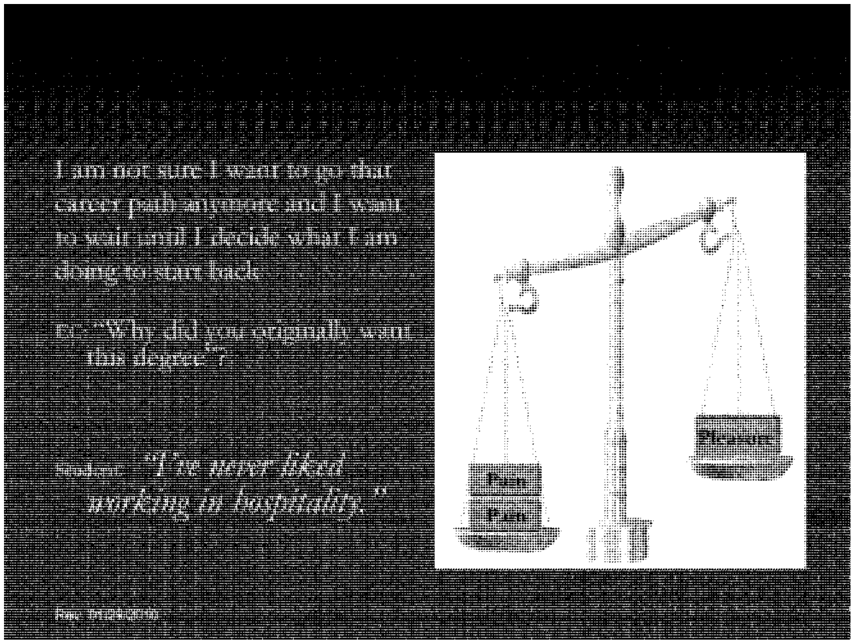

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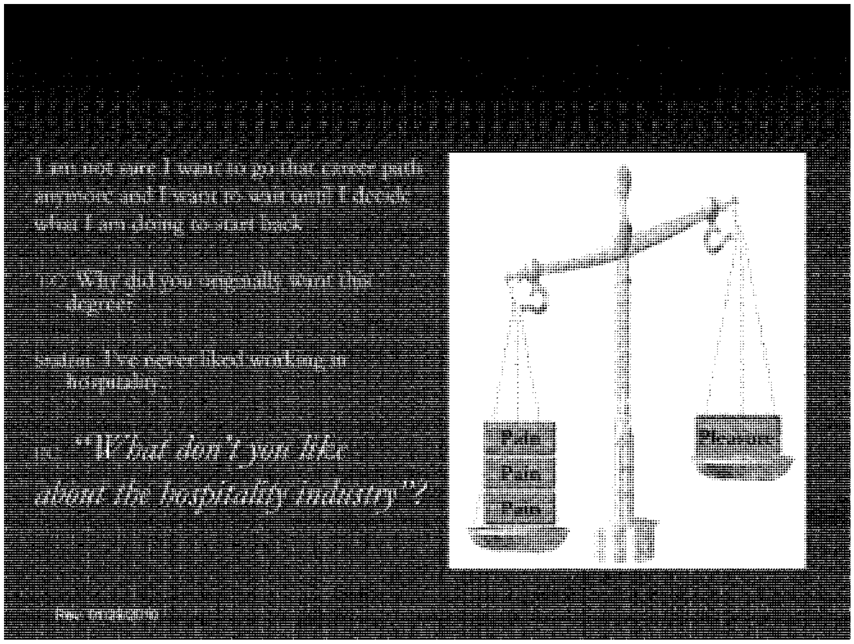

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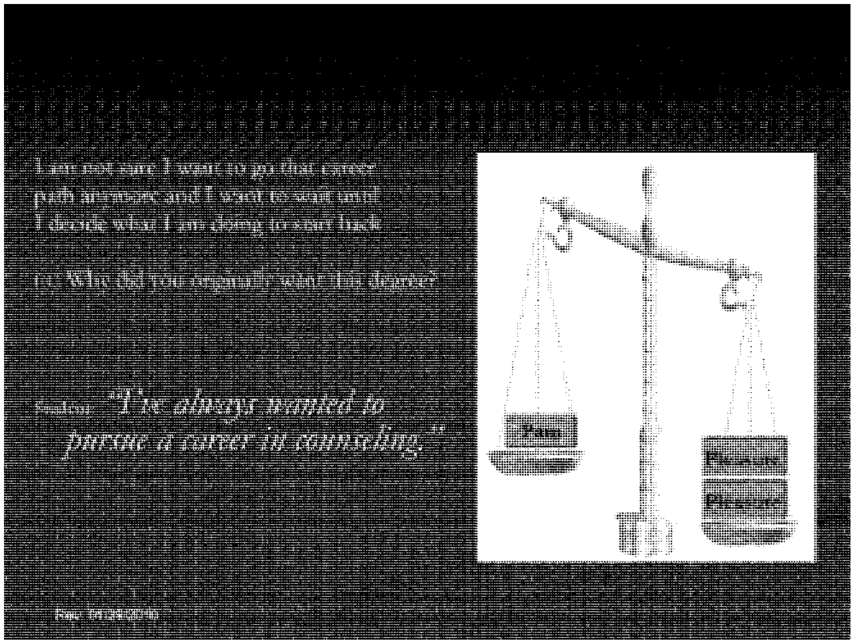

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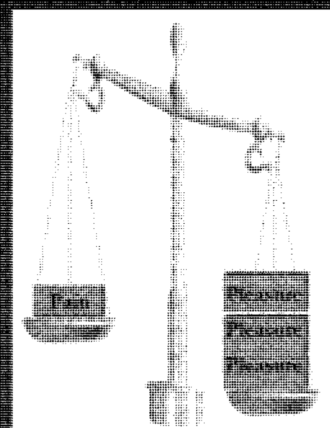
I am not sure I want to go that career path anymore and I want to wait until I decide what I am doing to start back.

rc: Why did you originally want this degree?

student: I've always wanted to pursue a career in counseling.

rc: *"What area have you thought about specializing?"*



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- How far could you advance with your current employer with this type of degree or where else would you go?
- What other opportunities will this degree give you?
- How much more income could this type of degree dictate?
- What are some of the disadvantages if you do not get this degree?
- How does that make you feel?
- Describe on a scale of 1-10, your current level of motivation to start school?
- What's keeping you from being motivated to go back to school?
- If I can take care of "student issue", what would stop you from starting school on "target date"

Rev. [illegible]

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"Hold on a second, tell me what is going on so I can work with you on whatever will be best for your situation."

I had a bad experience and I could never get a hold of any of your departments

"I'm very sorry your initial experience with GCU wasn't pleasant. As your counselor, you can always contact me with any questions and I will get you in touch with the correct department if I cannot answer your question. Please feel free to contact anyone from our graduation team as we all work together to ensure you get in touch with the right person. I will assure you as your counselor that I will make your experience with GCU better than your first!"

I'm transferring to another university

"I'm sorry to hear that you are leaving the GCU family, where are you looking to continue your education? What could we have done differently at GCU to assist with your graduation goals."

I want to research other universities; can you just send me some information

"What are you looking for in a degree program and university. I'll send you information, what is your next step?"

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Cannot afford the cost

"Before you make the decision to not pursue your goal, I would like to help you explore your financial options. I talk to many students who are in the same situation and fortunately GCU has many options for you as a student that you may not even know about."

Too expensive

"Is price a deciding factor for you when comparing colleges. How much were you expecting to pay for college? Many people have thought the same thing about our programs, but after researching the competitors you'll see we are very reasonable. In addition, can you afford not to go back to school? With the recent research on how much more money you're apt to make after you earn your degree, isn't it time to get started now."

- With the transition to Borrower Based Academic Year (BBAY) and Student Portal; students are going to feel frustrated, lets all ensure that we are taking care of them.
- **Objections that are first stated are typically just the tip of the iceberg**
  - Being sure to ask questions that go layers deep so that they truly reveal what is interfering with the motivation.
- **When a student is to the point of wanting to CW, be able to "get real" with the student.**
  - By trying to cut through any of the minor items and tell them their responsibility. Being blunt and trying to get the message across may be what the student needs to be accountable.

Rev. [illegible]

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[illegible]

- Talk to an EC if you need to, but Semester vs Quarter, accredited vs non accredited, program details, reputation etc are all useful and can be found on [illegible] and [illegible]
- **Have good rapport with your Super Team**
  - If a student says they want to drop because the EC mislead or the AC said something different regarding classes or an EC talked about different figures, you will know if it is valid. You know your team. Be prepared to use them all on conference calls to help in keeping the student and hold the student accountable to what is notated, promised and expected.
- **Be prepared to work with your EC and make sure they know that!**
  - As we discussed, the EC has built most of the rapport and know more about the student. If a student wants to drop, get the EC on the line to save them. Don't take no for an answer, as these are your students and your annuity checks also, do not let your EC jeopardize that!

[illegible]

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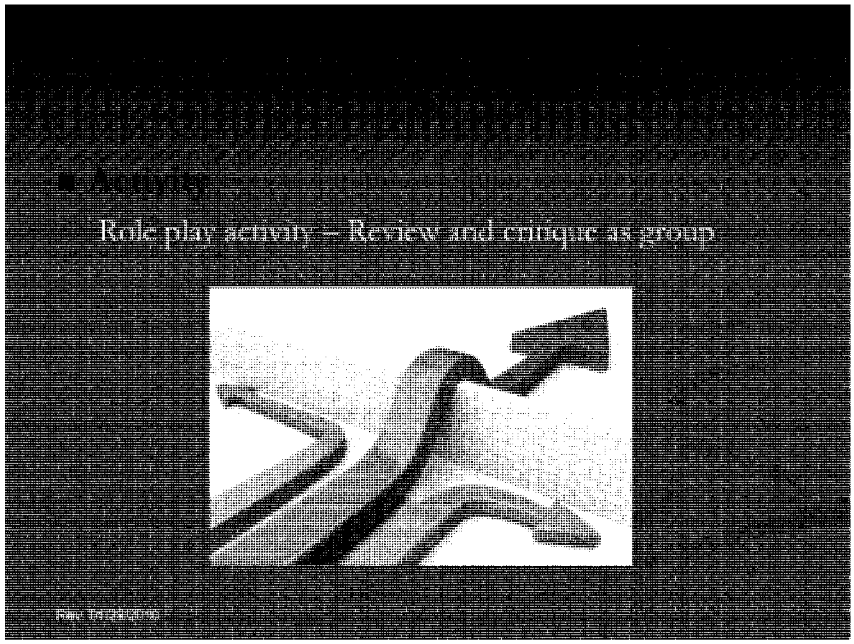

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GCUHELP006358

- **Use your XRBT**
  - Call them with frequency
  - Call them 2 times weekly and mix up the time you call them
  - Leave voicemails that have a purpose – create URGENCY
  - Always send a follow up email
  - Notate contacts in CRM so you know when you called them last
  - When you do get them on the phone build out the rest of their schedule – less work in the future!
  - ASK for a referral, you want to build up your team by asking your best and brightest students! They will help coach their friends to be successful.

Rev. [illegible]

- **Work with your FC – [illegible] holds**
  - Go through the students w/FC to see what the conversation should sound like:
    - Is there really a hold?
    - Do you need to help your FC collect the tuition?
    - Is this an error on our part?
    - Can the student have a payment plan?
    - Is there a scholarship that we can offer?
    - Can you talk to the student about paying their balance?

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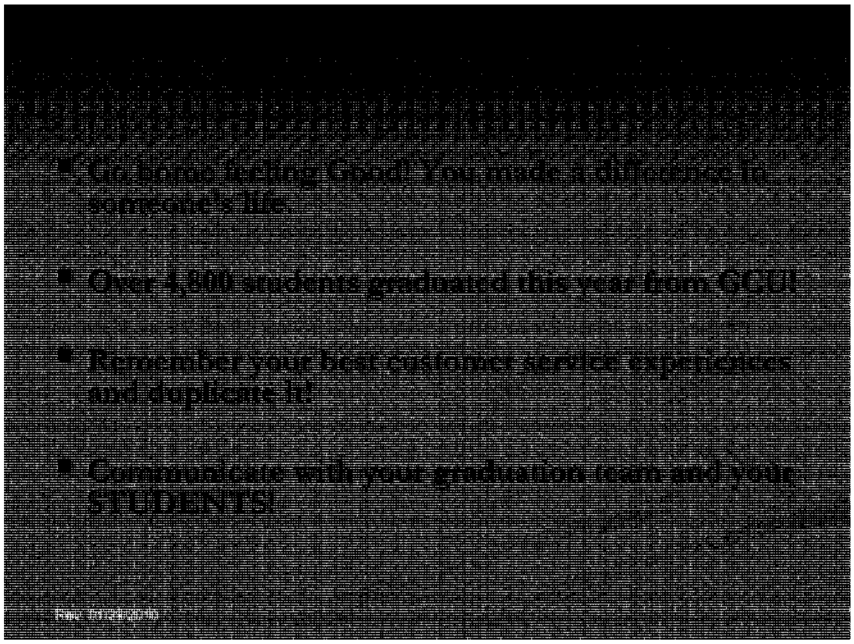

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Enrollment Agreement

Please type or print clearly the exact title of your intended Program of Study:

....

Student Agreement:

I understand that I must remain in good academic standing in accordance with the University Academic Catalog to fulfill my degree completion through Grand Canyon University.

In order to fulfill Grand Canyon University's residency requirements, a minimum number of credit hours must be completed at Grand Canyon University. See the University Academic Catalog for details.

I understand that all **Graduate and Professional Studies** programs follow a course sequence, and I agree to grant permission for continuous enrollment, unless I request formally to withdraw from the program or request a formal leave of absence. Please refer to the Academic Catalog for instruction on the Withdrawal and Leave of Absence processes.

Initials ____________________

I understand that all **Undergraduate** programs (that are not Professional Studies) require choice in determining the courses I will take and, as such, require my authorization for registration. If I do not provide my authorization, I will not be registered for subsequent semesters. I understand that it is my responsibility to notify GCU of my intent to withdraw from the University or request a leave of absence. Please refer to the Academic Catalog for instruction on the Withdrawal and Leave of Absence processes.

Initials ____________________

The courses in a program of study are subject to change as deemed appropriate by Grand Canyon University.

I also acknowledge having received a Grand Canyon University Academic Catalog and Student Handbook, available to me at the Web site: http://my.gcu.edu. In addition, I understand I can receive the most up to date information at the above site regarding degree program admission and completion requirements, program objectives, schedule of tuition and fees, and all University policies, including cancellation and refund policies

**Students of the College of Education are responsible for contacting their state Department of Education for certification requirements and program approval.*

Technology Requirements:

Courses will require access to computers, the Internet, and e-mail. Some courses may also require additional software. It is important that students check the Academic Catalog for specific technology requirements for each course in which they enroll. Some courses may have different or additional requirements.

Refund Policy:

GCU is a semester-based school. The tuition refund schedule is based on the semester start dates, not the course start date. Refunds are determined by the date the student files a completed Drop Form or Complete Withdrawal Form as outlined in the University Academic Catalog. Financial Aid recipients who withdraw from a semester may be responsible for a portion of unearned Title IV Aid. Please see the Financial Aid section of the catalog for details. It is probable that some courses begin after the Refund Schedule has ended.

Initials ....

General Information:

Grand Canyon University does not guarantee job placement to graduates upon program/course completion or upon graduation. To acknowledge your understanding of the above information presented on your Enrollment Agreement, please sign and date below.

Signature of Applicant .... **Date** ....

Redacted by

From: Redacted by HELP
Sent: Friday, September 04, 2009 3:05 PM
To: Dan Bachus
Subject: RE: 2008 Default Rate Projections

Hi Dan. Thanks for the welcome. I have been in back-to-back meetings all day so sorry for the delay. I am more than excited to be here and really have enjoyed getting to know all the folks in Financial Aid Office. Yes, Reda likes keeping me pinned up in my office for long periods of time. ☺ Red has been wonderful to me and I really like her work style with us. She is awesome.

There are a few things that add to the projected spike in the 3 year CDR calculation:

1. The premise of having the two-year calculation was based on the assumption that students are more likely to default within the first year of repayment (as you already mentioned) or never intended to pay to begin with. Schools figured out how to keep students in deferments and forbearances just long enough to stay out of the two year cohort years. Thus the reason for the 3 year calculation. The Income Based Repayment Plan will help with these students. It is up to my office to make sure older borrowers in delinquency are aware of this program that just started July 1st.
2. Students at a certain point run out of options and are no longer able to apply for forbearances and such. They realize the payments are too high so they don't pay anything. This is a new trend that has been recognized recently that more and more students are defaulting between years 3 and 4. Again Income Based Repayment Plan will help here.
3. Many students that are successfully repaying loans for the first two years take on more debt from buying a house, car, ect. and don't make student loan payments a priority. We don't' currently see this trend because of the two year calculation, but will definitely appear sooner than later.
4. Economy – There is so much that can be said here. Did you know that the Bankruptcy rate in Arizona is up 100% for this month compared to last year? That is just Arizona.

I think there are many other reasons that we don't realize yet. There are new programs offered from guarantors that will help us soon with trend analysis using data from Redacted by HELP and Defaulted Students. These types of reports will help me narrow the student segment that will affect GCU the most. There are other opportunities that I will be putting into place very shortly. The good thing is that we have time to put the program in place and put the resources where it needs to be.

Now that the CSR's are up and running I can turn my focus to the Default Aversion efforts and develop an opportunity to build relationships with students while they are in school that will carry for a long time after graduation or withdrawal. This will also help with the Alumni efforts as well. At least I think it will. If students can see us as the trusted advisor, they will call us when they are in trouble.

I hope this helps somewhat. Looking forward to meeting you!

Redacted by HELP

From: Dan Bachus
Sent: Thursday, September 03, 2009 6:22 PM
To: Redacted by HELP
Subject: FW: 2008 Default Rate Projections
Importance: High

Redacted by HELP

First, welcome to GCU. We are glad to have you. I am not sure why Reda has not brought you around so I could say hi. When you have a chance can you explain to me why adding the third year causes such a spike in the CDR? I have received a couple of questions about this from analysts. You would think that the largest percentage of defaults come in the first year a student goes into repayment as a result of the students that start, take one or two classes, decide they can't handle the academic rigor and thus drop. It surprises me that students would start repaying their loan and then at some point stop.

From: Redacted by HELP
Sent: Thursday, September 03, 2009 8:14 AM
To: Dan Bachus; Brian Mueller; Stan Meyer; Nikki Mancuso; Dilek Marsh; Sarah Boeder; Academic Advisors Manager; Assistant VP for ; Enrollment
Subject: 2008 Default Rate Projections
Importance: High

Below are some projections on where our Default Rates are trending. Our 2007 CDR will be finalized in 2 weeks and we are confident it will be 1.4%. Redacted by HELP Committee has the majority of the loan volume for the next CDR and based on Reda numbers below I would say over 3.0+% for our 2008 CDR is a very safe bet. It's difficult to project the 2009 CDR right now but Red has recently joined GCU and that will be one of his primary focuses so we should have regular projections going forward.

Please let me know if you have any questions.

Redacted by HELP

Executive Director
Online Finance Counseling Operations
Grand Canyon University
Redacted by HELP

From: Redacted by HELP
Sent: Thursday, September 03, 2009 8:00 AM
To: Redacted by HELP
Subject: 2008 Cohort Projections

Redacted by HELP

Here are the projected rates for the 2008 Cohort Year that will end on September 30, 2009. The Official 2007 CDR will be published on September 14, 2009.
The first 3 year calculation will be published in 2012 (for the 2011 CDR). While we will probably look good for two more years, (because it will still only show 2 year rate) the information can be misleading if not understood properly. The 2011 CDR will go back and include 2009 & 2010 rates so what we do now to keep these students in good status is more important than ever. I hope this makes sense. I will be able to provide more data in the future in a better format if you will need ongoing updates. Let me know and I will be more than happy to provide information on our efforts as we get the program really going.

Redacted by HELP Committ and Redacted H were the only guarantors that could provide me with hypothetical 2008 3 year CDR Rates.

	2008 Projected 2 YR CDR	2008 Projected 3 YR CDR

Redacted by HELP Committee

*The actual rate will be weighted so there will be a variance because Redacted by HELP Committee will have most of the volume for which these percentages will be calculated.

Redacted by HELP

Financial Aid Customer Service Manager

Grand Canyon University
Redacted by HELP

Redacted by HELP

From: Redacted by HELP
Sent: Tuesday, June 15, 2010 6:51 AM
To: Dan Bachus
Cc: Christine Linderson
Subject: RE: CDR Forecaster

Dan, I heard discussion a while ago about this but nothing recently. Have you heard anything recently in an article or something?

Here is a partial calculation for GCU using one of our guarantors (Redacted by HELP). I can do more work on the total loan volume if you need me to. In addition, I will start working on the 3-year rate projections as a side-by-side comparison with the current 2 year rate.

Delinquent = 61
Default = 34
Deferment = 104
Forbearance = 74
Total Not Making Payments = 273

Total borrowers in repayment = 902

If the DOE were to count everyone above as not making a payment then GCU's active repayment rate would be 69.7% (273/902 = 30.3%). This means 30.3% of the borrowers are not making payments and 69.7% of borrowers are making payments.

Redacted by HELP

Financial Aid Customer Service Manager

From: Dan Bachus
Sent: Monday, June 14, 2010 11:58 AM
To: Redacted by HELP; Christine Linderson
Subject: Re: CDR Forecaster

Reda[cted] not sure if you are aware but the DOE has been talking about an active repayment calculation. I think it is the 3-year cohort default rate plus students in forebearance and deferral. Is there any way to calculate our most recent amount?

From: Redacted by HELP
To: Christine Linderson; Dan Bachus
Sent: Mon Jun 14 07:36:21 2010
Subject: CDR Forecaster

I am working on the CDR Forecaster this morning. Top priority!!!

Redacted by HELP
Grand Canyon University
Financial Aid *Customer Service Manager*
Redacted by HELP

Redacted by HELP

From: Redacted by HELP
Sent: Thursday, April 01, 2010 9:45 AM
To: Kelly Jensen
Subject: RE: Pizza Receipt

That is great! I'm glad the event was so successful for you! I will be here until 4pm so I look forward to putting a face to the name.

Redacted by HELP
Marketing Event Planner
Grand Canyon University | 3300 W. Camelback Rd. | Phoenix, AZ 85017
Redacted by HELP

From: Redacted by HELP
Sent: Thursday, April 01, 2010 9:44 AM
To: Redacted by HELP
Subject: Pizza Receipt
Importance: High

Redacted by HELP

We were a big hit…I consolidated our position with the Army National Guard at this event…you probably didn't know that I am working on a COHORT with them, and we should finalize it shortly. I also made many contacts with the wounded warrior unit that I had not been able to make in the past (the post has a non-solicitation policy), and I will be invited onto Ft Lewis to speak with the whole unit because of this event. I also gained 5 solid leads that will turn into applications this next week. Here is the receipt. I will try to drop off the original this afternoon.

Redacted by HELP

Redacted by HELP US Army Retired
University Development Representative, Military Division
Grand Canyon University
Redacted by HELP

Apply with GCU at: Https://apply.gcu.edu/Login.aspx?molid=B258

Redacted by HELP

From: Grand Canyon University [NOREPLY@gcu.edu]
Sent: Thursday, April 01, 2010 10:15 AM
To: Marketing
Subject: EVENT RECAP

Importance: High

Event Name: WA National Guard Wounded Warrior Presentation
Event Code: WA34.0310
Event Date: 2010-03-31
Event Location: CAMP MURRAY, WA 98430
Outside EC: Redacted by HELP
Inside EC: Redacted by HELP

Event Results
Total leads generated for this event: 5
Num. of apps received prior to this event: 0
Num. of Actual event attendees: 40
Num. of apps received at the event: 0
Num. of application packets used: 0
Num. of flyers used: 0
Num. of tri-folds used: 40
Num. of lead cards used: 10

Enrollment Counselor Expenses
Redacted by HELP Committee

Redacted by HELP

From: University Enrollment Rep
Sent: Monday, April 12, 2010 4:48 PM
To: Dino Meyer
Subject: RE: On Our Way! Manager and Director - Training and Military Trends Series
Attachments: SAMPLE AGENDA.docx

Dino,

Per your request. Please see attached.

I have also included some the information below:

GCU MILITARY EXECUTIVE STAFF TRAINING TOPICS:

Suggested Topics for Military Trends and Insights:

1) Military Education Overview: 5 Branches Overview and focus on education while active duty:
   a) Philosphy on outside "civilian" education according to each branch
   b) Use of ACES & CCAF to credential military service credits
   c) Inclusion of SOC, SOCAD, SOCNAV, SOCMAR & CCAF as "governing" bodies
   d) Non-government based Military Education organizations – e.g. CCME

2) Top Tier competitors in Military Education Industry: Oldest, most respected, largest military student body
   a) Competitive advantages
   b) Tactics and Strategies to work with military student
   c) Cost comparison – tuition, fees, overall degree cost

3) Servicing the Overseas Military Student: OCONUS students in Alaska & HI vs. established overseas mlitary installations (Germany, Japan, Korea) vs. Combat Deployed (Iraq, Afghanistan) students vs. Fleet Deployed students vs. TDY/TAD students:
   a) Qualifying the market total numbers vs. qualified students
   b) Tactics and Strategies
   c) Difference in options vs. US based military students

4) Maximizing Mlitary Experience Towards College Credit:
   a) Tactics and Strategies used
   b) GCU Degree Completion programs
   c) Redacted by HELP Committee
   d) Articulation agreements with specific commands / training experience – Redacted by HELP Committee Redacted by HELP Committee
   e) Post Military transition programs – Troops to Teachers, Green to Gold, OCS, Wounded Warrior,

Suggested Topics List for Traning Best Known Methods/Practices Topics:

1) What does the average mlitary student look like? Demographic profile – age, time in service, rank, previous college education, etc.
   a) How to guestimate transfer college credit, benefits, time to completion etc. from the interview

2) Military Methods of Payment:
   a) Processing the military MOP front and back
   b) Payment Cycle time to GCU
   c) Ease of use invoicing,grade,payment,support

3) Scaling Up to serve a larger Military Market:

Redacted by HELP

From: Assistant Director of Finance
Sent: Wednesday, June 02, 2010 2:38 PM
To: Redacted by HELP Meyer, Dino B
Cc: Assistant Director of Operations
Subject: Re: Voc rehab - Redacted by HELP

Thanks Red . I appreciate the feedback. Dino and I are currently mapping out a plan for his concerns.

Redacted by HELP

Assistant Director of Finance
Military Division
Grand Canyon University
Redacted by HELP

From: University Enrollment Rep
To: Redacted by HELP Meyer, Dino B
Cc: Assistant Director of Operations
Sent: Wed Jun 02 14:36:09 2010
Subject: FW: Voc rehab - Redacted by HELP

Redacted by HELP

I received this email from Redacted by HELP The way I see it we have 2 options:

1. Knowledge Transfer all of Redacted by HELP information/expertise and processes to something we can train all FC's on (risk is in the interface with Voc Rehab Counselors)
2. Move Red to be one of the "Military Education Specialists" – MEDS positions and then hire another FC to take his place on his SuperTeam

Relative to the increasing amount of Voc Rehab students. I would say there has been an increase and there will continue to be an increase of VOC Rehab students especially with the programs that we offer, the combat veterans coming home, Wounded Warrior programs that we align with etc.

Just my thoughts.

Thanks.

University Enrollment Rep

Veteran USAF
Project Manager Military Division
Grand Canyon University
Redacted by HELP

Redacted by HELP

From: University Development Representative
Sent: Wednesday, June 23, 2010 3:17 PM
To: Military Operations Director
Subject: Fw: Wounded Warriors from the Balboa Naval Hospital, San Diego

Hi Military Operations Director

I have been working with the Hospital at Balboa in San Diego. I will be visiting with the Service Rep for the Wounded Warrior program. I am going to be attending the Warrior Transition briefings to discuss our degree programs.

Irina has a few questions. I can answer some; however, I need clarification on if we participate in the Yellow Ribbon program? From our past conversations...no. However, our scholarship program is very similar.

I now have established office hours at the hospital. It looks very promising for us to be there on a bi-weekly basis. I will also be sending her brochures, etc. I will be able to meet students at the hospital on a continuous basis (that's great). If I need anything, or if more questions arise, I will call you.

Very Respectfully,
University Development Representative

----- Original Message -----
From: Redacted by HELP
To: University Development Representative
Sent: Wed Jun 23 14:57:10 2010
Subject: Wounded Warriors from the Balboa Naval Hospital, San Diego

Good Afternoon, Mr. Redacted by:

I really enjoyed meeting you during the Education Fair on Tuesday, June 8th at the Balboa Medical Center in San Diego. I was very pleased to have a chance to discuss the Education Opportunities available for the Army Wounded Warriors and their Family Members. It was also my pleasure to learn more about your Education Programs. I am especially excited about the possibility of the partnership opportunities and close working relationships between the Grand Canyon University and the Army Wounded Warriors in San Diego.

A Warrior in Transition is a medical hold-over, active-duty medical extension, medical hold, and any other active-duty Soldier who requires a Medical Evaluation Board or has complex medical needs requiring six months or more of treatment or rehabilitation. A Soldier's mission while assigned to a Warrior Transition Unit (WTU) is to heal. Soldiers assigned to a WTU may have work assignments in the unit or take College Classes, but such work/assignments may not take precedence over the Soldier's therapy and treatment.

Please take a few minutes to answer the following questions below:

1. Is your University participating in the Yellow Ribbon Program?
Please, provide the VA POC for your School.
2. Do you have any Scholarships available for the Wounded Warriors Spouses? If YES, please provide the details.
3. Are you participating in the GoArmyEd? Are you LOI or NON-LOI School?
4. Please, provide a link to your University Website.

Redacted by HELP

From: Redacted by HELP
Sent: Monday, December 07, 2009 11:36 AM
To: Chris Linderson
Subject: RE: 3Yr Draft Cohort Rate

Thanks. Red starts next Monday (14th). I wasn't expecting 3 year trial until next Monday so this is good to have. I have some real good stuff to talk about this week with you. It feels good to be going on this finally.

Redacted by HELP

Financial Aid Customer Service Manager

From: Chris Linderson
Sent: Monday, December 07, 2009 11:31 AM
To: Redacted by HELP
Subject: FW: 3Yr Draft Cohort Rate

FYI = the Department has posted what our 3 yr rate would have been for the last three years.

What you can see is that the denominator decreased for the 3 yr in 2007. I think we need to also start monitoring/challenging on a monthly basis students who go in to this number. I'm sure we have never even looked at this in the past because our rate was so low.

Let's discuss sometime this week.

When does your default person transition over?

Chris

From: Chris Linderson
Sent: Monday, December 07, 2009 11:17 AM
To: Dan Bachus; Director of Financial Aid; Assistant VP of Operations
Subject: 3Yr Draft Cohort Rate

Dan - here it is.

GCUHELP019931

Grand Canyon Education, Inc.
Document 9, Page 1

Name: GRAND CANYON UNIVERSITY
Code: 00107400 **Type:** School
Status: OPEN
Address: 3300 WEST CAMELBACK ROAD
PHOENIX, AZ 850173030

Cohort Default Rate History List

Fiscal Year	Rate Type	Program Type	Numerator	Denominator	Rate	Process Date
2007	OFFICIAL	FFEL	58	4022	1.4	08/01/2009
	DRAFT	FFEL	58	4012	1.4	01/03/2009
	3YR-TRIAL	FFEL	119	4001	2.9	10/30/2009
2006	OFFICIAL	FFEL	44	2741	1.6	08/02/2008
	DRAFT	FFEL	46	2743	1.6	01/05/2008
	3YR-TRIAL	FFEL	75	2746	2.7	10/29/2009
2005	OFFICIAL	FFEL	25	1359	1.8	07/28/2007
	DRAFT	FFEL	27	1359	1.9	01/06/2007
	3YR-TRIAL	FFEL	41	1358	3	10/29/2009

Chris Linderson
VP - SFA Compliance
Grand Canyon University
Redacted by HELP

Redacted by HELP

From: Redacted by HELP
Sent: Monday, December 14, 2009 10:35 AM
To: Dan Bachus
Cc: Chris Linderson; Director of Financial Aid
Subject: 2009 Default Rate Forecaster
Attachments: 2 YR CDR Projection 20091205.xls

Dan,

I have attached an updated Default Rate Forecaster for the current 2009 Cohort. Guarantors and Lenders are required to provide updated data to schools by the 5th of every month; therefore, you should expect an up-to-date foracaster within five business days after the 5th. The report will reflect previous month's data based on the efforts of the Guarantor, Lender, and Grand Canyon University. I started making phone calls, mailing letters, and transmitting emails earlier this month; therefore, those efforts will be reflected on the January Default Rate Forecaster in an additional section that I will add to the report.

Most of the descriptions on the left of the report are self-explanatory; however, the two most important lines are 12 and 15. Line 12 represents the amount of delinquent borrowers that Redacted (new Default Aversion Specialist) and I will be working to avert through direct phone calls, letters, and emails. These numbers include all stages of delinquency starting at day 31 and above. Line 15 is **our actual cohort default rate as of 12/5/2009** based on the number of defaults that have already occurred on line 11.

Line 17 measures the worse case scenario if all the current delinquencies default before the 2009 - 2 Year Cohort repayment window ends (09/30/10). Our overall goal is to lower the number of delinquencies and avoid increasing the number of defaults; ultimately lowering the projected rates in line 16 and 17.

Please let me know if you have any questions regarding the Default Rate Forecaster or efforts that we are taking in the Default Management Office.

Redacted by HELP **Grand Canyon University**
Financial Aid *Customer Service Manager*
Redacted by HELP

Redacted by HELP

From: Redacted by HELP
Sent: Thursday, March 11, 2010 6:47 AM
To: Dan Bachus
Cc: Director of Financial Aid Chris Linderson; Financial Aid Counselor
Subject: RE: 2009 Default Rate Forecaster - March

Dan,

The most obvious trend we are experiencing at GCU is that borrowers are not educated enough on their rights under the Stafford Loan Program. As long as we can get a borrower on the phone or respond to an email, we usually can make him or her aware of various options; thus making it easier for the borrower to talk with the Guarantor or Lender. This is our current success right now.

The second obvious trend is the effectiveness of a genuine Default Aversion Department. Many schools focus on mailing delinquency letters and working the Incorrect Data Challenge when the draft rate is published; however, these same schools are now realizing that such reactive measures are no longer effective. There is absolutely no reason a borrower should ever default on a student loan given all the options that are available even in a bad economy. For this reason we are starting to focus more on proactive measures such as: grace letters, grace phone calls, and a Borrower Education Webpage. If we are held accountable for the Cohort Default Rate (even more so in the future), then it is our responsibility to make sure students are educated as much as possible before withdrawing or graduating.

Redacted by HELP

Financial Aid Customer Service Manager

From: Dan Bachus
Sent: Wednesday, March 10, 2010 11:23 AM
To: Redacted by HELP
Cc: Redacted ; Chris Linderson, Director of Financial Aid; Financial Aid Counselor
Subject: Re: 2009 Default Rate Forecaster - March

What are your general thoughts on the trends of defaults and delinquencies?

From: Redacted by HELP
To: Dan Bachus
Cc: Redacted Chris Linderson; Director of Financial Aid; Financial Aid Counselor
Sent: Wed Mar 10 10:12:47 2010
Subject: 2009 Default Rate Forecaster - March

Hi Dan,

Attached is the 2009 Default Rate Forecaster for March. Let me know if you have any questions.

Redacted by HELP

Grand Canyon University

Financial Aid Customer Service Manager

Redacted by HELP

GCUHELP019937

Grand Canyon Education, Inc.
Document 11, Page 1

Redacted by HELP

From: Redacted by HELP
Sent: Thursday, June 17, 2010 10:51 AM
To: Dan Bachus
Cc: Director of Financial Aid; Financial Aid Manager; ; Christine Linderson
Subject: June 2010 CDR Projections
Attachments: 2009 CDR Projections 20100605.xls; 2009 Perkins CDR Projections 20100605.xls

Dan,

The Default Aversion Team starting calling delinquent Perkins borrowers a few weeks ago to supplement the efforts of the servicer Redacted by HELP and collection agencies. I am tracking those efforts similar to the DL and FFELP Loans. Attached are two CDR projections for Perkins and Stafford Loans. Let me know if you have any questions.

Redacted by HELP **Grand Canyon University**
Financial Aid *Customer Service Manager*
Redacted by HELP

	Grand Canyon University Default Aversion Efforts — FFELP & Direct Loans												
	Oct 2009	Nov 2009	Dec 2009	Jan 2010	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010	Sep 2010	Year to Date
Phone Calls	Redacted by HELP Committee												7593
Phone Calls Transferred to Guarantors													
Emails Transmitted													
Skip Tracing													
Grace Letters - Initial													
Grace Letters - 90 Days													
Delinquency Letters - 31 to 59 Days													
Delinquency Letters - 60 to 119 Days													
Delinquency Letters - 120 to 179 Days													
Delinquency Letters - 180+ Days													
Borrowers Responded to Delinquency Letters													
Defaults Averted													412
Students Transferred to Re-Entry Team													

Henley Putnam University			
SCHOOL	**DOCUMENT NUMBER**	**BATES NUMBER**	**NUMBER OF PAGES**
Henley Putnam	Document 1	HPU0001808	2
Henley Putnam	Document 2	HPU0001810	3

CONFIDENTIAL

Name	Type	Title	Start Date	FT/PT	Location	Request Descriptions
Kilian, Jim	Employee	Chief Executive and Financial Officer	[illegible]	Full Time	San Jose	Strategic plans
Corcoran, Michael	Employee	President	[illegible]	Full Time	San Jose	Strategic plans, including educational operations and faculty hiring
R -- Redacted by HELP Committee	Employee	Director of Educational Compliance	[illegible]/2007	Full Time	Remote	Educational compliance and course reviews including quality control
	Employee	Controller	10/[illegible]/2006	Full Time	San Jose	Student data management, VA benefits, Human Resources and Facilities
	Employee	Director of Admissions	4/[illegible]/2007	Full Time	San Jose	Admissions
	Independent Contractor	Assistant Dean of Student Services	[illegible]/2008	Part Time	San Jose	Student Services
	Independent Contractor	Assistant Dean of Student Services	[illegible]/2006	Part Time	San Jose	Student Services
	Independent Contractor	Assistant Chief Academic Officer	[illegible]/2005	Part Time	Remote	Faculty course scheduling
	Independent Contractor	Director of Marketing/Advertising	[illegible]/2008	Part Time	Remote	Advertising
	Employee	Co-Registrar	1/13/2008	Full Time	San Jose	Registration and Student records
	Employee	Co-Registrar	[illegible]/2007	Part Time	Remote	Registration and Student records
	Employee	IT Services Manager	[illegible]/2007	Part Time	Remote	Faculty and student IT support

Note: We do not have any specific positions for career services and placement, student advising.

Jim Kilian became CEO in March of 2008. Prior to March of 2008 [illegible] was CEO and
Jim Kilian was CFO. R -- Redacted by HELP Committee

Henley Putnam

Document 1, Page 1

HPU0001808

HPU0001809

Current Board Members

Past Board Members

HPU0001810

Henley-Putnam University™
INTELLIGENCE
COUNTERTERRORISM
PROTECTION

February 26, 2008

R -- Redacted by HELP Committee

Executive Director

DETC Accrediting Commission

1601 18th Street, N.W.

Washington, D.C. 20009

RE: Restructuring of Liberty Partners' Majority Stock Ownership

Dear R -- Redacted by HELP Committee

It was great to spend time with you last week at the CCME conference. I am writing to you on an administrative matter described below.

In accordance with the DETC Accreditation Handbook C.3, we are writing to inform you of an anticipated restructuring in the majority stock ownership of Henley-Putnam University ("Henley-Putnam" or the "University") by Liberty Partners. However, as described below, this stock restructuring will not result in any changes to the University's management team, mission, faculty, educational programs or curricula. Moreover, the stock restructuring will not involve an acquisition of control over the University's management or policies by any new individual or entity.

As you may recall from earlier discussions, Liberty Partners is a highly respected private equity investment firm that has established a very strong reputation in for-profit education. In addition to Henley-Putnam, its current portfolio includes Edison Schools, Inc., Concorde Career Colleges, Inc., YTI Career Institute and the Ogle Schools of Hair Design. Liberty Partners maintains its portfolio investments as independent companies.

Henley-Putnam University™
INTELLIGENCE
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Liberty Partners has exercised control over Henley-Putnam through its management (on behalf the Florida State Board of Administration) of Liberty Partners Holdings 49, LLC ("LPH 49"), which presently owns approximately 56% of the University's shares.[1]

Liberty Partners is currently in the process of creating a new investment fund, Liberty Partners II, L.P. ("LP-II") with capital contributions from several new institutional investors, and plans to transfer majority stock ownership of the University from LPH 49 to LP-II. The various investors in LP-II will be limited partners with passive ownership interests and control over LP-II will reside with its general partner, Liberty Capital Partners. Thus, as shown on the attached chart, this restructuring will not affect the ultimate control of the University.

We respectfully seek your confirmation that the proposed restructuring requires no formal approval by the DETC Accrediting Commission. In the event you determine that approval or some other action is required, particularly if such action must be completed before we consummate the transaction, we would greatly appreciate your assistance in providing any required application materials and reviewing them on an expedited basis.

Thank you again for your continuing support of our program. Please feel free to contact me should you have any questions with respect to the foregoing. I look forward to seeing you in Boston in April.

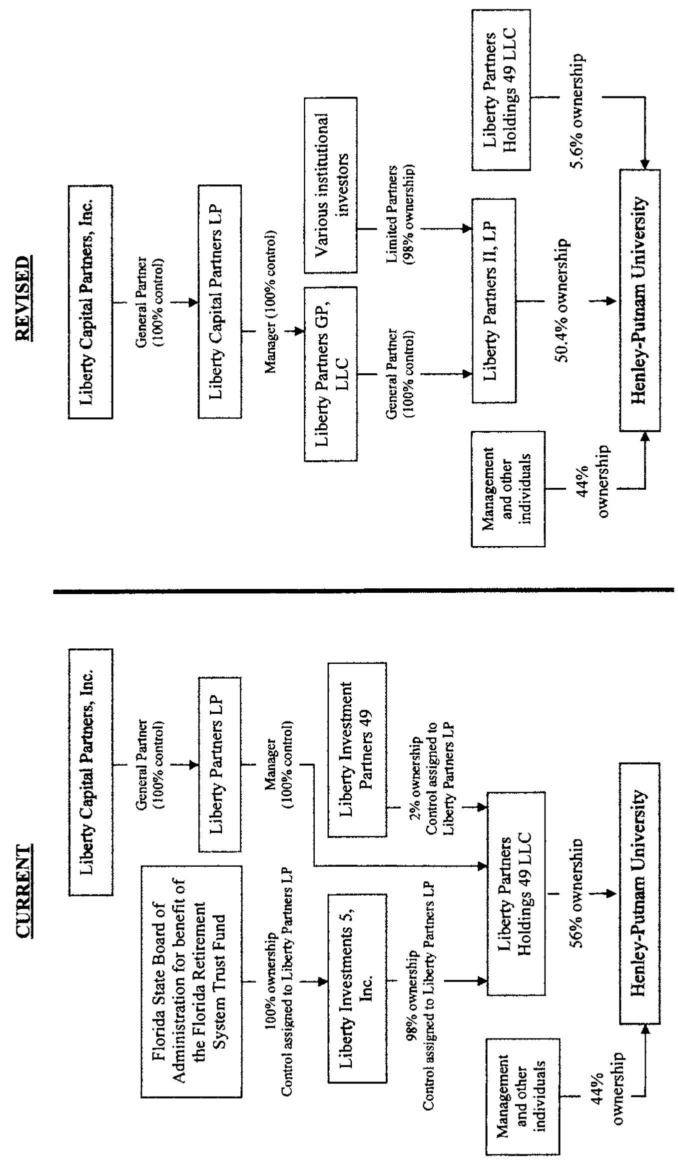
Sincerely,

Gregory H. Von Gehr
Chief Executive Officer

[1] The remaining 37% of the University's shares are held in the aggregate by our founder, Mr. Nirmalya Bhowmick, management personnel and several individual investors.

HPU0001813

HENLEY-PUTNAM UNIVERSITY
CURRENT AND REVISED OWNERSHIP STRUCTURE



Herzing, Inc.			
SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
Herzing	Document 1	HP000001046	2
Herzing	Document 2	HP000001629	1
Herzing	Document 3	HP000002165	2
Herzing	Document 4	HP000002215	4
Herzing	Document 5	HP000002285	5
Herzing	Document 6	HP000002319	1
Herzing	Document 7	HP000002321	2
Herzing	Document 8	HP000004085	13
Herzing	Document 9	HP000005259	5
Herzing	Document 10	HP000005715	1
Herzing	Document 11	HP000005730	2
Herzing	Document 12	HP000006143	2
Herzing	Document 13	HP000006166	2
Herzing	Document 14	HP000006169	2
Herzing	Document 15	HP000006414	1
Herzing	Document 16	HP000006680	1
Herzing	Document 17	HP000006830	4
Herzing	Document 18	HP000006912	1

Herzing University
Online Campus

To: Herzing University Board of Directors
From: Dr. Todd Rickel, Online Campus President/VP eLearning
CC: Herzing University Executive Committee
Date: 07 December 2009
Re: 90/10 Mitigation and Business Development

Online Campus Business Development

The Online campus plan to build toward 90/10 self sufficiency involves a multifaceted launch of outside sales professionals whose goal is to secure leads representing enrollment revenues of around $2.2m. On the proposed 2010 revenue budget of $35.6m, this would represent 6.18%. When executed, online is projected to move from 96.1% dependence upon Title IV funds to 89.92%.

The Director of Business Development, Redacted by HELP Committee came to us from Capella where he developed, led, and grew a dedicated team of sales professionals generating over $70m in non Title IV revenue after nine years.

A summary of channel goals along with a short description follows below. Each channel has a plan that involves staffing, market penetration and primary targets, collateral material development, lead acquisition and conversions, as well as revenue goals.

Channel One- Military $585k
This channel includes two demographic groups: active military and veterans. Staffing includes a Director of Military Education and 3-5 educational liaisons (outside sales reps) placed near large bases and veteran populations across the US. Focus on lead generation involves (1) internet marketing and advertising at select media venues around bases, (2) a local/on base presence with education service officer and access to off base veteran and service organizations, and (3) established presence nationally with formal relationships among critical military gatekeeper organizations.

Channel Two- Education $260k
The second channel also has two demographic groups: high school and post secondary institutions (Community Colleges and Technical Colleges). Each requires a different focus and represents different opportunities. Staffing includes a Director of Education and 3-5 educational liaisons. High school strategies involve affiliation and dual enrollment agreements directly with school systems, as well as third party partnerships with existing K-12 organizations with field sales forces already established and capable of generating interest for Herzing programs. Post secondary involves articulation agreements with institutions and bridge programs whereby students graduate with diplomas or associates and enter our associates or bachelor programs.

Channel Three- Corporate $460k
A focus on Business to Business (B2B) sales makes up our third channel. This initiative is the most tested of the six channels. Staffing includes a 3-5 corporate account executives and direct leadership falls under the Director of Business Development with a plan to hire a Corporate Director in the Spring. Efforts focus on building relationships with large accounts (Herzing Educational Leadership Program),

leveraging assets and assisting local campuses grow in their geographical areas, and establishing relationships with third party agencies similar to those in the Education channel but focused on verticals such as healthcare.

Channel Four- Native American $230k
Native American Tribal funding serves as the fourth channel. Significant funds are available for Native Americans through both federal BIA and local tuition assistance from casino monies. Staffing includes a Director of Native American Education and 3-5 educational liaisons. Relationships and trust are built slowly, but our director has longstanding relationships with a variety of Tribal nations. Additionally, our participation in the Milwaukee national Indian Educational Association event has generated opportunities among Tribal colleges that we are pursuing. Focus is on Tribal Nations with full scholarships and established protocols for higher education tuition assistance.

Channel Five- International $160k
The fifth channel involves efforts abroad and relies upon relationships with external agencies. Staffing focuses on a Director of International Education who is capable of establishing relationships with agencies and organizations to direct students into Herzing's online programs. Opportunities are being pursued in China, Israel, and Saudi Arabia. Recent discussions have opened up opportunities in Sub-Saharan Africa. Several agency arrangements, should they bear fruit, will also open Western Europe and Southeast Asia. This channel is likely very slow to develop, but it has significant opportunities over time. No revenue is forecasted in the first six months of 2009.

Channel Six- State/Federal (non military) $120k
The last channel comprises several areas including Workforce Development, Vocational Rehabilitation, Not-for-profit organizations, and Civil Service. Unions may also be a part of this initiative but will depend upon the talent and disposition of staff under the corporate channel. Staffing includes a Director and 3-5 educational liaisons. Targeted efforts will be directed to areas of the country hardest hit by the recession but supported by state and federal monies. Staff will partner in discussions with the corporate and educational channels where synergies develop.

Additional: Continuing students account for $370k of the plan.

90/10 Report to Finance Committee of the Board
Board of Directors Meeting; June 5, 2007: Akron, Ohio
By Renee Herzing

Regulatory Concern for the Online Campus (with Madison): 90/10
The Online Campus is currently at 93.8% on the ratio of Title IV to other payment sources (vs. 92.7% YTD 2006). Combined with Madison, the ratio is 83.5% (vs. 84.7% YTD 2006). The following initiatives are being pursued to encourage more cash payments from Online Campus students:

1. New Programs: The greatest potential for affecting the amount of cash payments made by students is to launch programs that target a higher socio-economic or potentially working student, such as Graphic design, gaming, and management-level health care programs.
2. "Bridge Program" marketing: Redacted by HELP Committee the Career Services Director for Online, has visited about 6-8 technical colleges promoting our Bachelor "top-off" degrees. The concept is that some students will be working after graduation and able pay some cash. We have created a specific scholarship for technical college graduates based on grade point, and Milwaukee's technical college allows colleges to purchase their student list and offers other direct marketing options.
3. "Upsell" Advisor: Admissions is going to have one Admissions Advisor focus purely on encouraging our Diploma and Associate graduates to pursue a Bachelor degree, again with the hope that they qualify for employer reimbursement or are working and can pay cash.
4. Business Development Efforts: Online President Redacted by HELP Committee has been working with Admissions Advisors to work their local business contacts to promote our program.
5. Military Initiative: A company policy has been established to offer courses at special rate for military, equal to their educational benefit. Bill Getter has a contact in Europe who has outlined some initial ideas on promoting Herzing College to US Military abroad. He may be engaged directly to organize presentations in Europe.
6. Admissions Recruitment Strategies: Online President Redacted by HELP Committee is proposing the following management changes in the Admissions department to encourage cash payments:
   - Phase in increased Enrollment Fee ($100) within next 6 months. Consider enrollment fee based upon degree level.
   - Add language to script that speaks to student average up-front educational investment.
   - Add Cash-Payment Component to Performance Matrix. Advisors receive points based on cash collected from their students.
   - Hire desired skill-set - current advisors are accustomed to current business practices. New hires will be trained differently and given different expectations.

Better Business Bureau of Minnesota and North Dakota

COMPLAINT ACTIVITY REPORT Case #

Consumer Info:

Business Info: Herzing College Lakeland Division

Redacted by HELP Committee

Consumer's Original Complaint :
I was a student of Herzing College online Program in or around 2004. I was connected to the Minnesota branch of the school. I had only completed a couple of classes when I decided that the program was of no interest to me. I sent the college $500.00 as a payment sometime before I stopped attending. I did not complete the program, nor did I even come close to completing it. Now they are calling me nonstop for payment of the full program, which is around $9000.00. I believe it would be only fair if I payed for the classes I did complete,(even the ones with a failing grade). I do not think it is right or just to charge me for classes I did not take. Thank you.
DesiredSettlementID: Other (requires explanation)

Consumer's Desired Resolution:
I would like to only be charged for the classes I attended. I take full responsibility for those few classes, even the ones with a failing grade.

BBB Processing

03/12/2009	**web BBB**	Complaint Received by BBB
03/16/2009	**BW BBB**	Complaint Validated by BBB Operator
03/16/2009	**Otto EMAIL**	Send acknowledgement to Consumer
03/16/2009	**Otto MAIL**	Inform Business of the Complaint
04/01/2009	**OttOBBB**	FU - No response to first notice to business
04/01/2009	**OttOBBB**	Second Notice to Business

CASE ID: [redacted]

On April 09, 2009, you provided the following information:

Contact Name and Title: [redacted] Campus Pres.
Contact Phone: [redacted]
Contact Email: [redacted]

[redacted] was never, to our knowledge, a student through our campus here in Minneapolis. Our last address on-record for [redacted] indicates she was/is a Wisconsin resident, so she would not have enrolled through our campus.

Student records we were able to access here in Minneapolis indicate that she took a substantial number of credits before withdrawing from the program, hence the substantial liability to the college. Students are customarily responsible for paying for coursework regardless of academic outcomes. We suggest further inquiries on this matter be directed to the following contact at Herzing's bome office in Wisconsin:

Rickel Todd
President, Online Campus,
Vice President e-learning
Herzing University
525 N. 6th Street
Milwaukee, WI 53203

HERZING UNIVERSITY ONLINE

525 North 6th Street, Milwaukee, WI 53203
Redacted by HELP Committee
www.herzingonline.edu

STUDENT COMPLAINT SUMMARY

Name of Student: [redacted]

Student ID #: 6605627

Date of Original Complaint: November 2007

Description of Complaint: Alleged statements guaranteeing eligibility for Coder II exam

Department(s) Involved: Education / Admissions

Additional Information:

Better Business Bureau
Serving Wisconsin

10101 W. Greenfield Ave., Ste. 125
West Allis, WI 53214
Redacted by HELP Committee
FAX
www.wisconsin.bbb.org

Case #: 44038795

Consumer Info:

Business Info: Herzing University
525 N. 6th Street
Milwaukee, WI 53203
Redacted by HELP Committee

http://www.herzing.edu

Nature of the Complaint: Contract Disputes

Consumer's Original Complaint:
When I contacted Herzing College about the Medical Coding Program, I was informed that I would be Coder II upon completion. That is false. In order to obtain the status of Coder II, you must have three years of experience to be eligible to take the certification test. I contacted employment agencies for coders and was told they wouldn't even talk to a coder without any expierience.

Also, the school employed instructors with fraudulent credentials so I literally had instructors "teaching" the classes who had never gone to school for the subject or worked in the field. They were unable to answer questions because they just didn't know how to answer the questions.

Instructors REFUSED to give out answers so the students had no way of knowing if they were even on the right track. Imagine trying to learn algebra and you don't know if the work done the previous week was done correctly and yet you are supposed to build on that information for the next session.

Two particular instructors taught the class the way they wanted without even using the book. For example, in Anatomy and Physiology we had to write "detailed experiment reports" and learned absolutely nothing about the subject itself. Another instructor liked papers on Pharmacology and again didn't use the book so nothing was learned about that subject.

I now have over $10,000 in student loans to repay and I had to take a pay cut to get into the field of coding since I didn't have any experience, however, I was told that the salary increase would be immediate because coders are in need at this time. The whole point in going back to school at the age of 54 was to get myself into a field where I could support myself since my husband's health is declining and I have to be prepared to live alone.

I'm hoping to protect someone else from making the same mistake I made by going to Herzing College. They say they have the same credentials as Penn State and they may, however, the education is a joke. When I called to get the answers, I was told that that was the teacher's method of teaching. I finally was able to get the answers AFTER the class was over from a Dean who insisted the teacher send them.

Consumer's Desired Resolution:

HERZING
COLLEGE

December 3, 2007

Ms. Redacted by HELP Committee
Complaints Analyst
Better Business Bureau of Wisconsin
10101 W. Greenfield Ave. Suite 125
West Allis, WI 53214

RE: [redacted]

Dear Ms. [redacted],

The purpose of this letter is to provide a response for the record concerning the complaint filed by Ms. [redacted]

In regards to [redacted] concern for alleged statements conveyed by a Herzing College Admissions' representative guaranteeing eligibility for the Coder II exam, we are not aware of any such commitment being made. Upon the conclusion of our investigation, it was determined that such alleged statements were not made upon review of the transmissions documented in the record between Ms. [redacted] and Admissions personnel. It is Herzing College's standard not to make any promise for testing and/or employment guarantees. Herzing College can direct students to national websites that report community data for employment opportunities, market compensation ranges and professional organizations who conduct examinations specific to a discipline.

[redacted] is correct in identifying that Herzing College had an instructor that was dismissed for not providing instruction that meets our standards for instructional delivery. When the issue was brought to Herzing College's attention, appropriate action was taken to ensure that our standards are maintained if not surpassed.

[redacted] was enrolled in the diploma program for Medical Billing and Insurance Coding. She chose not to complete the internship course that was reflected on her program schedule when she registered. Herzing College is more than willing to have [redacted] retake the course (MC 163 aka MC 173 current program) at no cost in which she expressed a concern with the learning outcomes she achieved. Ms. [redacted] earned above average grades in her program of completed courses.

[redacted] notified her student advisor on 09/12/2006 that she has obtained a "better coding job". [redacted] is welcome to contact our Career Services department for additional career resources and career counseling services should she desire to seek such services at no expense to her for such services.

It is unfortunate that [redacted] perceives dissatisfaction with her experience at Herzing College. We hope to rectify her perception by welcoming her to re-take the course referenced above at no cost for which we had to take appropriate action with the faculty member.

Regards,

Mr. Henry Herzing
President, Herzing College

Cc: [redacted]

525 N. 6th Street • Milwaukee WI 53203 • phone 414-271-8103

Gugelmeyer, Roger

From: Getter, William
Sent: Friday, May 29, 2009 5:42 PM
To: [redacted]
Subject: RE: Herzing- Birmingham, AL - (Important)
Attachments: Herzing letter.doc

Dear [redacted]

Thank you for your note outlining the customer service issues you faced while an online student from the Birmingham Campus. I am truly sorry that your experience did not meet your expectations. I will be sharing your feedback with all those involved. Be assured that you sharing your concerns will help us improve our online student customer service.

On the issue of your degree diploma, I personally checked with the Birmingham Campus this afternoon and learned that the backlog of diplomas were all produced yesterday. It should be on its way to you. If you don't see it straight away, please do not hesitate to contact me again.

Again, thank you for sharing your feedback.

Best Regards,

Dr. William M. Getter
Vice President of Academic Affairs
Herzing University
[illegible]
[illegible]

Redacted by HELP Committee

From [redacted]
Sent: Friday, May 29, 2009 2:15 PM
To: Getter, William
Subject: Fw: Herzing- Birmingham, AL - (Important)

5/29/09

To Bill Getter,

Re: Herzing University at Birmingham, AL

First let me introduce myself. My name is I started attended Herzing College in 1998. In 2002, I graduated with my Associates Degree in Business Administration. I am the first person in my family to attend and graduate college. I attended Herzing at night and worked a full time job all while raising an infant/toddler. My experience with Herzing was ok. I chose Herzing because of the close proximity of my home and work. In addition to the location, I did not want to attend a major university Redacted by HELP Committee because I did not want to be "just a student". When I first attended Herzing, Redacted by HELP Committee was excellent and very through. He returned every call and assisted me with questions, etc.

After I graduated in 2002, I decided to build a house and continue with other priorities. In 2007, I decided to obtain my Bachelors degree, however the only option I had was to attend online because of my career, motherhood and community involvement. Herzing "seemed" like the right place to attend since I was an already established student and my credits and classes could transfer.

Needless to say, I have not have a great experience with Herzing University in the past 1 ½ years. For starters, "blackboard" is not very user friendly. There were numerous times that blackboard was down and "IT was working on it". In addition, in one particular class, we did not get a response from the teacher until after several days of class. Also, if a class assignment, test or final was multiple choices, blackboard would not recognize I had selected the appropriate answers and when I would submit my answers the error was "The following questions were not answered 1, 2, 3, 4, etc." Upon trying to re-submit my answers, halfway through this process, my laptop would "freeze up" and "get stuck". I had to call IT several times with no improvement. IT suggested Fire fox, and other suggestions, and still nothing would help. This was extremely aggravating throughout each class. I had to call or email each instructor about this "problem" and get him/her to reset the assignment or test. In addition, had to re-type each question or problem and re-submit it in a Word document.

My laptop is relatively new and my computer should not have been the issue. Making matters more frustrating, my last class at Herzing was taken as an independent study course because there were not enough students to make a full class. On my first day of class with Redacted by HELP Committee, I took the pre-test on campus. At the end of the test, the same "message" appeared at the end of my pre-test. "The following questions were not answered 1, 2, 3, 4, etc." I ask Mr. Redacted by HELP why this problem continued to occur on each test. He said "Because there is a glitch in the system but your answers have already been submitted so you do not have to start the test over". If I would known there was a "glitch" in the system to begin with, it would have saved some time on taking each test several times to insure the data transmitted, to say nothing of the aggravation, and frustration with the entire blackboard.

Another "issue" that really, really upsets and disturbs me is that Herzing University does not offer on ground assistances for online students! I have always maintained very good grades and attendance, and expect help when I am not doing well in a class. I should have had no problem receiving it. Example: My most recent class was *Decision Making: Quantitative Analysis*. This class was extremely difficult. In week one, I knew first hand that I was going to require tutoring in order to stay afloat. I called Herzing and ask for help. The response was "You need to ask your online teacher and classmates for help". I did!

My instructor called me, and might I add she lives in Wisconsin and I live in Alabama. She did not speak English clearly nor slowly enough to be understood. She and I (along with another student) conducted a conference call in or around the third week of class. By this time, I was more lost than I was in week one. She rushed through the assignment and expected us to "catch on" and "catch up" in a 30 minute phone call. I desperately needed more of the instructor's time. I did ask my classmates, several times for help. Only one guy responded and really did not help. By this time it was week 4 or 5. The instructor and I attempted to conduct another conference. I was still lost. I continued to ask my friends, family and co-workers to tutor me. I even called Herzing again, but still I could not get the help I needed. I finally finished the class with a 74. The lowest grade I had received at Herzing with my Bachelors degree. I was disappointed in my grade; however I blame the low grade was not because of my lack of effort but on the lack of support offered by Herzing instructors.

Another issue that I have with Herzing is the fact that the graduation ceremony is held on a Friday, in the middle of the day. This time **DOES NOT** work well with the majority of working adults. Herzing does major marketing towards online and night students, you would think that having a graduation ceremony during the evening or on a week-end day would encourage participation in the graduation ceremony and attendance at the ceremony. Certainly, other surrounding Universities do not conduct their graduation ceremonies **DURING THE DAY!** On-line students work long and hard toward completing their degrees, most while caring for families and working full time jobs, I believe I speak for many when I say it would certainly have been nice to take part in the graduation activities!

While I am on the subject, I was given two different dates and times for the graduation ceremony. Herzing University in Birmingham should be communicating with the faculty and staff in addition to ALL of their students.

In my experience, communication between Herzing and on-line students does not exist. Few times was I contacted for anything. I received no notice of graduation date, exit exams, caps and gowns, etc.

If I wanted to know what was going on, I had to call Herzing and probably have spoken with almost every person in the Administration department. I called Herzing on a weekly to bi-weekly basis for various reasons. When I would call and have to leave a message, for the most part, it would take several days for a returned call. Has anyone not ever heard of the "Sun-down rule"? Obviously not! Towards the end of college, I knew that I was supposed to attend an exit exam. Fortunately, I knew this because of that being a requirement when completing my Associates degree. I called Herzing and spoke with [redacted] I ask [redacted] when the exit exam was scheduled. She said "That I should receive something in the mail soon about the dates and time and that I should hear from [redacted] soon". Needless to say I never did!

I called [redacted] back on a Friday, April 17th, 2009. To my surprise and irritation, the exit exam date had passed. I explained to Joyce that I did not receive any indication about the exit exam and that my final was on Monday, April 20th, 2009. She and I set up an appointment for her to go over the material.

As I was leaving the campus on April 23h, 2009, [redacted] ask "How was I doing" He and I sat in his office for a long time as I vented to him about the disappointment that I have had in Herzing. [redacted] verified my address and telephone in the system. To our surprise, my telephone number was incorrect. How can a student who has been attending Herzing for 1 ½ years have the wrong telephone number in the system? I have had my cell number for several years so there should be no excuse. In addition, I have been employed at the same location for almost four years. Herzing had my previous employer's telephone number! I am absolutely astonished by the lack of communication, lack of effort and lack of support that I have had from Herzing.

If I were getting my education for free, I MIGHT be able to tolerate this lack of customer service. However, since I have paid for my education myself without any assistance from my family or friends, I expect higher standards from Herzing.

Finally, I would like to discuss my diploma issue. I called Herzing and let them know that I was not going to attend the graduation ceremony on May 15th, due to the fact that it was being held in the middle of the day and it was not convenient for working adults. I was told at the end of April that each student would receive his/her diploma before the actually graduation ceremony. As May 15th approached, I still did not have my diploma. Once again I called Herzing. This time I was told that Herzing was creating new diplomas and mats with "Herzing University" on them and that we would receive them soon.

Well, today is May 29th and guess what??? Still no diploma! I had to once again call [redacted], whom by the way is the only person who shows excellent customer service skills. He returns phone calls back in a timely manner. He has great phone skills, good manners and always follows through with action. When I spoke with him he said that [redacted] is in charge of the diplomas. I have left her a message, so we will see if I get a returned call.

Please understand while I am grateful for the opportunity to complete my on-line degree and anticipate many career opportunities to open up because of it, I felt compelled to voice my concerns with your Birmingham Campus program. I hoping this letter will help identify areas that you can improve upon to enhance customer service. Online students are an important part of your customer base and if you wish to grow your Birmingham campus, their needs must be addressed timely and effectively!

Please feel free to contact me at [redacted] if you would like to discuss further.

Thank you

[redacted]

Slama, John

From: [redacted]
Sent: Monday, September 14, 2009 11:54 AM
To: [redacted]

[redacted]

My name is [redacted] I graduated from Herzing in September 08 from the Dental Assisting program. I have still not found a job and I have not had much help with job assistance. I was under the impression that [redacted] would try and find the students jobs. All she has done for me is send me job postings that I have already sent my resume to for the most part. But I have heard from former and present staff at Herzing that she does not do her job and she does not do anything to help the students get jobs. It is very disappointing. I was under the impression that we receive job assistance and if I would have known I would be without a job a year after I finished school then I would have never came to your school. I will never refer someone to Herzing University, I have actually told people to not go there because we get no help with job assistance. Any of the girls who have found jobs in my class found them their selves, [redacted] had no part in it. I really hope she is not taking credit for it because she did nothing. I would really appreciate it if you or someone could talk to [redacted] about this. I am trying to be the most professional I can be about this, but you have to understand my frustration. Something needs to be done about job placement because once people start realizing they really get no help with finding a job, nobody will want to go there. Thank you for your time.

[redacted]

Redacted by HELP Committee

HERZING
UNIVERSITY

5700 West Broadway Avenue, Minneapolis, MN 55428
P [redacted] • F [redacted] • www.herzing.edu

Wednesday November 25, 2009

To Mr. [redacted]:

My name is [redacted] and I am writing this letter to you today to formally express my concerns regarding the education that I am receiving currently at Herzing. I have spoken with Mr. [redacted] on a couple of different occasions to express some of these issues in hopes that something will change. However, I do not feel that much has happened.

I am currently taking my Clinical Lab 1 with [redacted] which is where I am having many concerns. We are currently in our fourth week of class, and I feel as though I am wasting my time and money to attend this class. Up until Tuesday November 24th, I can honestly say that I have not learned anything in this class from [redacted] I have learned some things this term by volunteering, and seeking help from outside sources. My main concerns with this are that 1: I do not need to pay for that kind of education, I can do that on my own time, and 2: I do not feel that [redacted] is fully qualified to be teaching a class that he has very minimal experience working in.

There have been several occasions that a student in class (my self included) has asked him some different types of questions that seem to be fairly basic in nature, and he has not been able to answer them. Also there have been two occasions that I can recall where students have used basic vocabulary terms from the book, and [redacted] had

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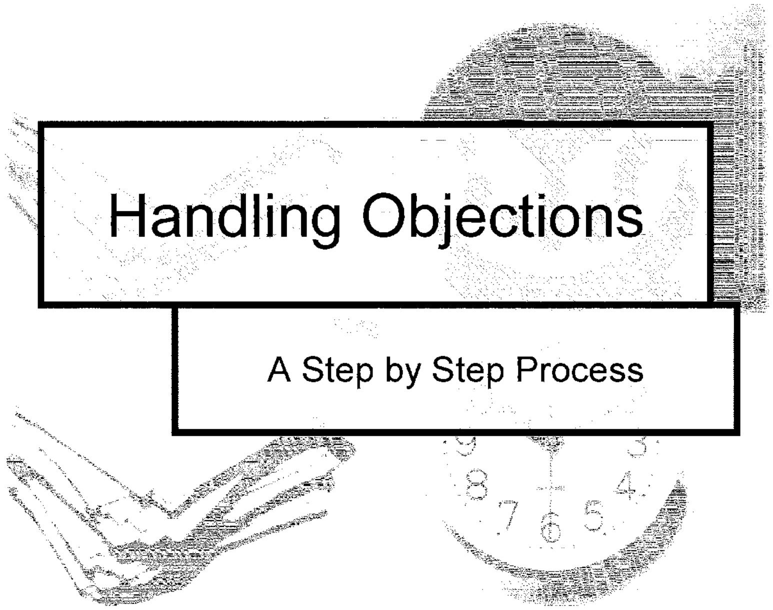
"never heard that before" or did not know what we were talking about. Just this week I asked a question regarding what a letter stood for in an abbreviation, and received the answer, "I don't know, and I don't really care, I never learned that," as well as telling me that it was not relevant. I think that this was a very poor and inappropriate way to address a question from a student.

Redacted by HELP Committee

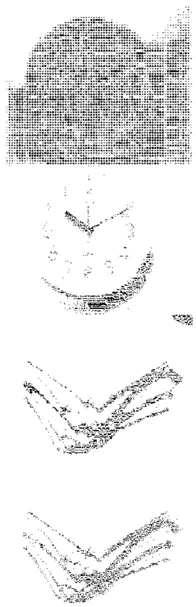
I would like you to understand that this is a brief and generalized version of what has been happening, and my concerns. I would gladly sit down and talk with you about this is more detail.

I would appreciate that this information be kept as confidential as possible at this time. By this I mean, if this is to be discussed, I would like to remain anonymous.

Thank you for your time,



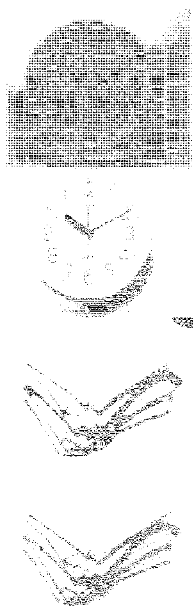
Herzing, Inc.
Document 8, Page 1



Objections

The real selling begins when the customer says, No!"

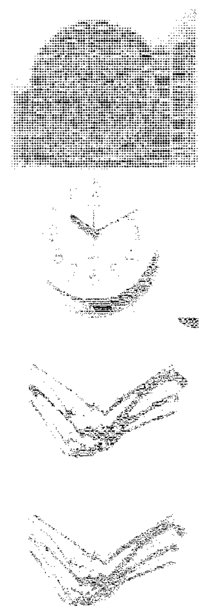
- What is an objection?
  - A reason or concern that prevents a prospect from making the buying decisions.
  - Two types of objections.
    - A real objection.
    - A stall.
  - Most objections offered by prospects are stalls.
    - Classic stall "I want to think about!"
  - Secret to success is uncovering the real objection. "Peeling the onion"



Objections

- Why do prospects object?
- Fear.
  - Fear of risk
    - Risk of loss.
      - Loss of money.
      - Loss of time.
- Eliminate the fear = overcoming the objection.

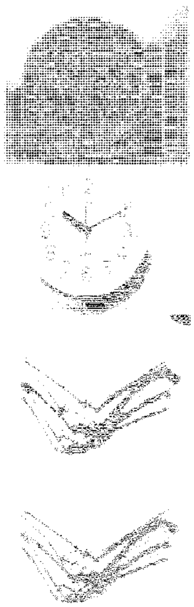
Herzing, Inc.
Document 8, Page 3



Objections

"On ounce of prevention, is worth a pound of cure."

- Preparation is the key.
  - Build a comprehensive list of objections.
  - Prepare an objection response form.
  - Keep the list up to date, add new objections and responses as they occur.
  - Set up a Strategic Tactical Objections Response Meeting (S.T.O.R.M) to deal with new objections.
- Probing questions and trail closes are your best defense.

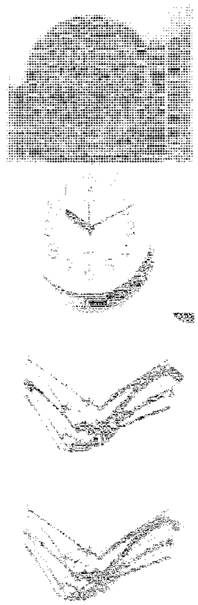


Four Basic Steps

1. Empathize
2. Probe
3. Verify
4. Respond

Empathize

- There's no such thing as a "silly" objection.
- Show the prospect that their concern is important to you and that your job is to help.
- Use the words "Feel & Felt" in your empathetic statement.
  - Ex. *"I understand how you feel...other students felt exactly the same way...."*

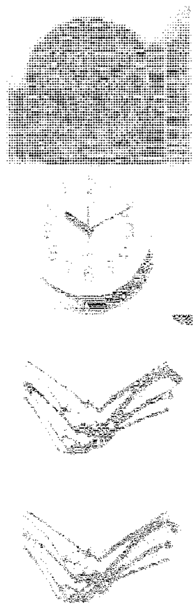


Probe

- Ask questions that will help you clearly understand the objection.
  - Often prospects are not clear about their concerns. The classic objection "I want to think about" is very general and doesn't tell you the specific concern.

Verify

- After the prospect responds to your questions, summarize the response and say it back to the prospect.
- Be sure to verify with the prospect that your understanding of his objection is accurate.
    - Example- "Let me make sure I understand, what you're saying is……."
- Ask a follow up question that incorporates the solution.
    - "So, if I were able to find a way to make this program affordable to you, would you consider enrolling?"

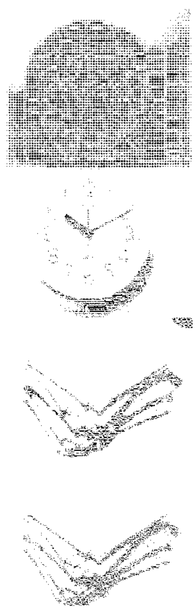


Respond

- Deliver your response to the prospect's objection.
- Use the word "Found" in presenting your argument.
- Use documents and facts to support your response.
- Proceed with another attempt to close.

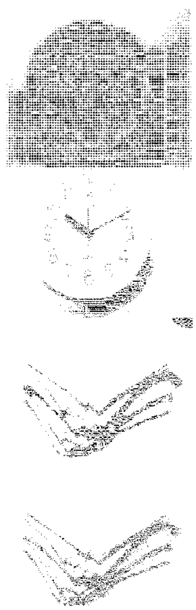
Preparing for Objections

- Develop an Objection Response form.
- Identify the main objections you are likely to encounter.
- Script a response to the objection.
- Be sure to use the 4 steps (handling objections) to formulate your response.



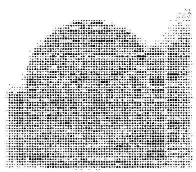
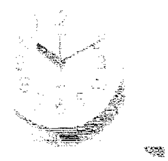
Objection Response Form

- List the objections
- Categorize it as "Real" or "Stall"
- Script a response using the 4 basic steps.
  - Don't forget the "F" words.
- Rehearse and role play response during a S.T.O.R.M. session.
- Tweak script for your comfort zone.
- Keep an update O.R.P. in a binder.



Objection Response Tools

- Similar situations
  - Share other prospect experiences who "Felt" the same way.
- Testimonials "emails" from satisfied students.
  - "I was really nervous about taking courses online, but everyone at Herzing was so helpful, someone was always available when I needed help!"
    - *Peter Panic- Madison, WI.*
- Articles
- Charts

Most Common Objections

1. Now is not a good time, too much going on-family, job, planning a wedding, moving etc.
2. Tuition is too high compared to community college.
3. Too much money for a diploma program.
4. Can't afford tuition at this time.
5. Don't want loans, only grants.heir job.
6. Concerned about placement , looking for guarantee.
7. Leery about the credibility of an online school.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

HERZING EDUCATIONAL SYSTEM - HELP COMMITTEE INQUIRY
Response to Request #10 (Part II)

Tuition Increases

Akron Tuition Increases (2006-2010)

Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007 2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard				$280.00		$295.00	5.36%	$338.00	14.58%	$365.00	7.99%
NO - Continuing Students				$405.00		$450.00	11.11%	$490.00	8 89%	$535.00	9.18%
NO - New Students				$405.00		$450.00	11.11%	$490.00	8.89%	$575.00	17.35%

Atlanta Tuition Increases (2006-2010)

Regular Billing

Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007 2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard	$300.00	$350.00	16.67%	$370.00	5 71%	$388 00	4.86%	$407.00	4.90%	$425.00	4.42%
Tech Academy										$500 00	

Special Billing

Type	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007 2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Active Duty								$250 00		$250.00	0.00%
Veterans								Regular		Regular Billing 20%	

Birmingham Tuition Increases (2006-2010)

Regular Billing

Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007 2008	2009 Cost Per Credit as of 4/29/2009*	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard	$270.00	$285 00	5.56%	$300 00	5.26%	$315 00	5.00%	$340.00	7.94%	$380.00	11 76%
NT, IS, IT, ET	$300.00	$315.00	5.00%	$330.00	4.76%	$345.00	4.55%	$365.00	5.80%	$380 00	4.11%
HS	$255.00	$270.00	5.88%	$300.00	11.11%	$315.00	5.00%	$340 00	7.94%	$380.00	11 76%
MC, MO, MS	$270.00	$320.00	18.52%	$335.00	4.69%	$345.00	2 99%	$340.00	-1.45%	$380 00	11 76%
PN		$320 00		$335.00	4.69%	$360 00	7.46%	$400 00	11.11%	$430 00	7.50%
NA		$320 00		$335.00	4.69%	$360.00	7 46%	$490.00	36 11%	$525.00	7.14%
PD	$270.00	$285.00	5 56%	$285.00	0.00%	$315 00	10 53%	$340.00	7 94%	$380 00	11 76%
Refresher	$270 00	$200.00	-25.93%	$210 00	5.00%	$220.00	4 76%	$340.00	54.55%	$380.00	11 76%

*Increase for PN and NA prefix courses effective 1/7/2009

Special Billing

Type	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Active Duty								$250.00		$250.00	0 00%
Veterans								Regular		Regular Billing 20%	

Kenosha Tuition Increases (2006-2010)

Regular Billing

Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard								$375.00		$385 00	2.67%
GA, GD								$400 00		$385 00	-3 75%
ST								$475.00		$495.00	4 21%
NW								$600.00		$620 00	3 33%
Refresher								$250.00		$385 00	54 00%

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Special Billing											
Type	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full time Rate as of 4/28/2010	% Increase 2009-2010
Active Duty								$250.00		$250.00	0.00%
Veterans								Regular		Regular Billing 20%	

Madison Tuition Increases (2006-2010)											
Regular Billing											
Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard	$290.00	$305 00	5.17%	$335.00	9.84%	$350.00	4.48%	$365.00	4 29%	$385.00	5.48%
MS. MC, MO	$280.00	$280.00	0.00%	$335.00	19.64%	$350.00	4 48%	$365 00	4.29%	$385.00	5.48%
NW	$525.00	$525 00	0.00%	$550.00	4.76%	$565.00	2.73%	$590 00	4.42%	$620.00	5 08%
NT, IS, IT, ET	$310 00	$325.00	4.84%	$335 00	3 08%	$350.00	4.48%	$365 00	4.29%	$385.00	5 48%
Refresher	$290.00	$305.00	5.17%	$335 00	9.84%	$220.00	-34.33%	$230.00	4.55%	$620.00	169.57%

Special Billing											
Type	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Active Duty								$250.00		$250.00	0.00%
Veterans								Regular		Regular Billing 20%	

Minneapolis Tuition Increases (2006-2010)											
Regular Billing											
Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard	$295 00	$315.00	6 78%	$330 00	4 76%	$342.00	3 64%	$360.00	5 26%	$375 00	4.17%
MC, MO, MS, SC	$340.00	$350 00	2 94%	$370 00	5 71%	$383 00	3 51%	$405.00	5.74%	$425.00	4 94%
NM								$675.00		$710.00	5.19%
DS	$360 00	$380.00	5.56%	$380.00	0.00%	$395 00	3.95%	$440.00	11.39%	$460.00	4 55%
PD	$275.00	$295.00	7.27%	$295.00	0.00%	$305.00	3.39%	$320.00	4 92%	$375 00	17 19%
BU	$295 00	$315.00	6.78%	$330.00	4.76%	$342.00	3.64%	$360 00	5 26%	$375.00	4.17%
DH	$550.00	$525.00	-4.55%	$555.00	5.71%	$575.00	3.60%	$650 00	13.04%	$675.00	3 85%
Refresher	$275 00	$295.00	7.27%	$295.00	0 00%	$305.00	3.39%	$360.00	18.03%	$375.00	4.17%

Special Billing											
Type	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Active Duty								$250 00		$250.00	0.00%
Veterans								Regular		Regular Billing 20%	

New Orleans Tuition Increases (2006-2010)											
Regular Billing											
Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard	$270.00	$300 00	11.11%	$315.00	5.00%	$350.00	11.11%	$375.00	7 14%	$380.00	1.33%
DT	$320.00	$355.00	10.94%	$375.00	5.63%	$375.00	0.00%	$375.00	0 00%	$380.00	1 33%
NT, IS, IT, ET	$355.00	$355.00	0.00%	$375.00	5.63%	$375.00	0.00%	$375.00	0.00%	$380.00	1.33%
General Education	$270.00	$300.00	11.11%	$315.00	5.00%	$350.00	11.11%	$360.00	2.86%	$380.00	5 56%
ST								$390.00		$415 00	6.41%
Refresher	$270.00	$270 00	0.00%	$315.00	16.67%	$315.00	0.00%	$375.00	19.05%	$380.00	1 33%

Special Billing											
Type	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007 2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Active Duty								$250.00		$250.00	0 00%
Veterans								Regular		Regular B'lling 20%	

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Toledo Tuition Increases (2006-2010)

Regular Billing

Course Prefix	1/1/2006 Cost Per Credit	2006 Cost Per Credit as of 5/8/2006	% Increase 2005-2006	2007 Cost Per Credit as of 5/2/2007	% Increase 2006-2007	2008 Cost Per Credit as of 5/5/2008	% Increase 2007-2008	2009 Cost Per Credit as of 4/29/2009	% Increase 2008-2009	2010 Cost Per Credit - Full-time Rate as of 4/28/2010	% Increase 2009-2010
Standard								$350.00		$365.00	4.29%
ST								$390.00		$405.00	3.85%

Prefix Key	Course Type
BU	Business
DH	Dental Hygiene
DS	Dental Science
DT	Drafting Technology
EM	Emergency Medical
ET	Electronics Technology
GA	Graphic Arts
GD	Graphic Design
HI	Health Information
HS	Homeland Security
IS	Information Systems
IT	Information Technology
MBA	Master of Business Administration
MC	Medical Coding
MO	Medical Office
MS	Medical Science
MSN	Master of Science in Nursing
NA	Nursing Alabama
NB	Nursing Bridge
NF	Nursing Florida
NM	Nursing Minnesota
NO	Nursing Ohio
NT	Network Technology
NW	Nursing Wisconsin
PD	Professional Development
PN	Practical Nursing
PT	Physical Therapy
Refresher	Remedial Coursework
RT	Radiologic Tecnology
SC	Science
ST	Surgical Technology
TM	Therapeutic Massage

HERZING EDUCATIONAL SYSTEM - HELP COMMITTEE INQUIRY
Response to Request #10 (Part II)

Madison Current Programs

Degree	Credits	Average Tuition Per Credit*	Program Tuition**
Bachelor of Science in Accounting (BSA)	123	$385.00	$47,355.00
Bachelor of Science in Business Administration with a Concentration in Business Management (BSBABM)	123	$385.00	$47,355.00
Bachelor of Science in Computer Science with a Concentration in Computer Networking and Security Technology (BSCSCNST)	134	$385.00	$51,590.00
Bachelor of Science in Health Information Management (BSHIM)	123	$385.00	$47,355.00
Bachelor of Science in Healthcare Management (BSHCM)	121	$385.00	$46,585.00
Bachelor of Science in Technology Management With a Minor in Computer Networking and Security Technology (BSTMCNST)	131	$385.00	$50,435.00
Diploma in Bookkeeping and Payroll Accounting (DBPA)	25	$385.00	$9,625.00
Diploma in Medical Assisting (DMA)	48	$385.00	$18,480.00
Diploma in Medical Billing and Insurance Coding (DMBIC)	45	$385.00	$17,325.00
Diploma in Medical Office Administration (DMOA)	39	$385.00	$15,015.00
Diploma in Network Systems (DNS)	32	$385.00	$12,320.00
Associate of Science in Biomedical Engineering Technology (ASBET)	79	$385.00	$30,415.00
Associate of Science in Business Administration (ASBA)	62	$385.00	$23,870.00
Associate of Science in Computer Networking and Security Technology (ASCNST)	79	$385.00	$30,415.00
Associate of Science in Computer Science (ASCS)	78	$385.00	$30,030.00
Associate of Science in Criminal Justice (ASCJ)	60	$385.00	$23,100.00
Associate of Science in Drafting and Design Technology (ASDDT)	79	$385.00	$30,415.00
Associate of Science in Electronics Engineering Technology (ASEET)	79	$385.00	$30,415.00
Associate of Science in Graphic Design (ASGRD)	67	$385.00	$25,795.00
Associate of Science in Health Information Management (ASHIM)	64	$385.00	$24,640.00
Associate of Science in Legal Assisting/Paralegal (ASLAP)	63	$385.00	$24,255.00
Associate of Science in Medical Assisting (ASMA)	65	$385.00	$25,025.00
Associate of Science in Medical Billing and Insurance Coding (ASMBIC)	65	$385.00	$25,025.00
Associate of Science in Medical Office Administration (ASMOA)	60	$385.00	$23,100.00
Associate of Science in Nursing (ASN)	72	$518.82	$37,355.00
Bachelor of Science in Business Administration with No Declared Minor or Concentration (BSBANM)	123	$385.00	$47,355.00
Bachelor of Science in Computer Science with a Concentration in Software Engineering (BSCSSE)	138	$385.00	$53,130.00
Bachelor of Science in Criminal Justice With a Concentration in Homeland Security (BSCJHS)	125	$385.00	$48,125.00
Bachelor of Science in Criminal Justice With No Minor or Concentration (BSCJNM)	125	$385.00	$48,125.00
Bachelor of Science in Entrepreneurial Studies (BSES)	123	$385.00	$47,355.00
Bachelor of Science in Game Development (BSGAD)	138	$385.00	$53,130.00
Bachelor of Science in Graphic Design (BSGRD)	124	$385.00	$47,740.00
Bachelor of Science in Homeland Security and Public Safety With No Minor or Concentration (BSHSPSN)	125	$385.00	$48,125.00
Bachelor of Science in Human Resources Management (BSHRM)	123	$385.00	$47,355.00
Bachelor of Science in International Business (BSIB)	123	$385.00	$47,355.00
Bachelor of Science in Legal Studies (BSLS)	126	$385.00	$48,510.00
Bachelor of Science in Marketing (BSM)	123	$385.00	$47,355.00
Bachelor of Science in Nursing—Bridge (BSNB)	129	$385.00	$49,665.00
Bachelor of Science in Technology Management With a Minor in Computer Science (BSTMCS)	131	$385.00	$50,435.00
Bachelor of Science in Technology Management With a Minor in Drafting and Design Technology (BSTMDDT)	131	$385.00	$50,435.00
Bachelor of Science in Technology Management With a Minor in Electronics Engineering Technology (BSTMEET)	131	$385.00	$50,435.00
Bachelor of Science in Technology Management With No Declared Minor or Concentration (BSTMNM)	131	$385.00	$50,435.00
Diploma in Cisco Networking (CCN/DCN)	16	$385.00	$6,160.00
Diploma in Microsoft Networking (DMN)	24	$385.00	$9,240.00
Diploma in Practical Nursing (DPNWI)	36	$515.56	$18,560.00

Special Notes
Active Duty Military members in specialty programs and all Veterans are charged at the regular billing rate for each program less 20%
Active Duty Military members are billed at $250.00/credit for regular programs

(*) Many programs (e.g. nursing, physical therapy, graphic design) require both general and specialized education courses which may vary in cost. The "Average Tuition Per Credit" is the total tuition for all courses in the program divided by the number of required credits

(**) Tuition figures do not include technology, lab and other fees.

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From: Herzing, Henry [hherzing@herzing.edu]
Sent: Wednesday, November 25, 2009 9:49 AM
To: Herzing, Renee
Subject: 90/10 initiatives-possibilities

1)Reps focus on getting cash commitments- can we measure cash payment per rep- [redacted] and [redacted] -High priority

2)In Akron and possibly Alabama and Toledo hire a rep to focus on WIA, veterans, rehabilitation, workmen's compensation clients, and tuition reimbursement or corporate contracts -easiest if we can fit the training into existing courses and we could discount as much as it takes to get the business if the company or institution pays. Look what we were willing to do in China in discounting. Let's be aggressive in getting sponsored students- offering 40 or 50% discounts in Ohio-High Priority

3)Acquisitions-HH -High Priority

4)merge OPEID numbers-[redacted] exploring

5 Tuition banding- at this point may help more with average income per month by student than 90/10

Our goal should be to get under 85% so we not living on the edge.

Redacted by HELP Committee

Redacted by HELP Committee
From:
Sent: Tuesday, November 24, 2009 12:24 PM
Redacted by HELP Committee
To:
Subject: RE: Tuition

Redacted by HELP

By increasing our cost to create a gap, to assist in 90/10, our students will have higher cash payments or they will have to apply for alternative loans.

In my experience, and especially lately, the majority of our students cannot afford higher payments. We have people coming in weekly asking to reduce their contributions or take out the maximum loans to increase their credit balances.

We have been very unsuccessful in using the alternative loans. Either the student doesn't want to take out an additional loan or the loan is denied. Ever since Katrina, the occupants of this area are suffering a financial crisis. The credit scores are extremely low and so are potential co-borrowers.

I'm concerned that we will have increased drops and fewer starts. Just this past month, we've had over 25 drops so far and many are for financial problems. If that is the trend, we may be setting ourselves up for failure.

Redacted by HELP Committee

Director of Financial Services

Herzing University

2400 Veterans Blvd. Suite 410

Kenner, LA 70062

Redacted by HELP Committee

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the North Central Association. The Higher Learning Commission

can be contacted at www.ncahigherlearningcommission.org
<http://www.ncahigherlearningcommission.org/> or 800.621.7440

Redacted by HELP Committee
From:
Sent: Tuesday, November 24, 2009 12:18 PM
To: Redacted by HELP Committee
Subject: Tuition

Ava,

As you know our tuition in May will go up to:

$425 for ST; $390 for IT and $375 for all other.

Roger would like us to reconsider going up to $390 for everything minus ST.

Our 90/10 issue is driving this as we are well over the 90% mark. As Roger put it "ATL and ORL are keeping us in business."

Thoughts?

Redacted by HELP Committee

Campus President

Herzing University- New Orleans

2400 Veterans Memorial Blvd., Ste 410

Kenner, La., 70062
Redacted by HELP Committee

www.herzing.edu

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the North Central Association. The Higher Learning Commission

can be contacted at www.ncahigherlearningcommission.org
<http://www.ncahigherlearningcommission.org/> or 800.621.7440

From: Herzing, Henry [hherzing@herzing.edu]
Sent: Thursday, April 29, 2010 5:53 PM
To: Gugelmeyer, Roger; Herzing, Renee
Subject: RE: YTD HAPPI Bonus Results

Attachments: image001.jpg

image001.jpg

Suggest-US only INCREASE retention 100 OR 150 pts, profit DECREASE TO 150 pts for 20% and subtract/add 10 per point up or down with max of 250, and add 5pts for each 0.1 % 90/10 is reduced for the year compared to first semester of this year-or ALTERNATIVELY GIVE THEM A GOAL AND THEY GET 150 POINTS FOR GOAL.

Henry Herzing, Chancellor

Milw: Redacted by HELP Committee

FLA: Redacted by HELP Committee

CELL Redacted by HELP Committee

WEB:www.herzing.edu

cid:image001.jpg@01C9A8A8.47DB8270

From: Gugelmeyer, Roger
Sent: Thursday, April 29, 2010 3:27 PM
To: Herzing, Renee
Cc: Herzing, Henry
Subject: YTD HAPPI Bonus Results

Renee, attached are the 2010 HAPPI results through March under the current plan. The first placement results for 2010 will be included in next month's HAPPI. I have also attached the sheet that explains how the points are calculated for each KPI.

If we are going to include 90/10 in this year's criteria, I would recommend that we use the 90/10 percentage for each campus in January (1/29/10) as a baseline and then award points based on each 0.1% improvement at the end of the year. If we add this as an additional criterion and an additional way the campus employees can earn HAPPI money, we may want to consider capping the number of points a campus can earn in the profitability section (350 - 400?) as campuses like Akron can currently earn 500 points in this section based on their percentage of profit.

Food for thought.

Roger

Roger J. Gugelmeyer

Vice President of Operations

Herzing Educational System

Phone: Redacted by HELP Committee

Fax: Redacted by HELP Committee

E-Mail: Redacted by HELP Committee

From: Herzing, Henry [hherzing@herzing.edu]
Sent: Friday, September 04, 2009 9:20 AM
To: Redacted by HELP Committee
Subject: RE: 90/10 combining

Thanks, delighted to hear that. 90/10 is a multi front battle, like cancer – we won't find one single solution other than abolition.

From: Harris Miller [mailto:HarrisM@career.org]
Sent: Thursday, September 03, 2009 11:48 AM
To: Redacted by HELP Committee Herzing, Henry
Cc: Herzing, Renee; , Redacted by HELP Committee
Subject: RE: 90/10 combining

Hank: One of the options we have been discussing with folks on the Hill and I presented to Bob Shireman at ED yesterday is allowing schools under common ownership to have a consolidated 90/10. That would help many of our schools, though not all. Some of our smaller schools would not be helped and one or two larger schools may not be safer either. But it is one of the options we are promoting aggressively. Redacted by HELP

From: Redacted by HELP Committee
Sent: Thursday, September 03, 2009 12:39 PM
To: Herzing, Henry; Harris Miller
Cc: Renee Herzing
Subject: RE: 90/10 combining

Hank:

Redacted by HELP resigned from CCA near the end of August. I am forwarding your question onto Redacted by HE who will respond.

Redacted by HELP Co

From: Herzing, Henry [mailto:hherzing@herzing.edu]
Sent: Thursday, September 03, 2009 11:47 AM
To: Redacted by HELP Committee

Redacted by HELP Committee

Cc: Herzing, Renee
Subject: RE: 90/10 combining

Redacted by HELP A suggestion was made that an organization of schools under common ownership be able to combine them for the purpose of the 90/10 calculation without going through a complete reorganization with DOE. This could help a lot of organizations greatly including ours. A backup position could be that the school group has common accreditation also. A second backup would be that the group is recognized s one entity by the accrediting organization- for instance, we are recognized as one entity by North Central, but have 6 OPEID numbers.

Has this been discussed with congressional personnel or the DOE?

•

From: Herzing, Henry [hherzing@herzing.edu]
Sent: Monday, August 24, 2009 5:28 PM
To: Redacted by HELP Committee
Cc: Herzing, Renee
Subject: RE: 90/10 as of 8.14.2009

I agree on Omaha for Toledo-and we ought to move now if everyone is in accord-it would take a small amount of pressure off the Madison group for the last 4months

From: Redacted by HELP Committee
Sent: Monday, August 24, 2009 8:38 AM
To: Herzing, Henry; Herzing, Renee
Subject: RE: 90/10 as of 8.14.2009

My initial thought is to match Toledo with Omaha because they are smaller enterprises and that way we can reserve Minneapolis for Akron if necessary. Right now the Toledo/Omaha rate would be: $1,213,965.80/$1,671,082.79 = 72.6%. In theory, their revenue could go up to about $4,000,000.00 combined, with the current cash and they would still be under the allowable threshold so that gives them room for growth. I am a bit concerned that Omaha's demographic might shift a bit though because they are now going to be offering MA and MBIC programs. The drawback to this combination is that it might not be as long term as we want it to be, but it does leave Minneapolis open in case we need to do something drastic with Akron.

Right now Akron/Minneapolis would be $7,465,435.45/$9,511,055.42 = 78.5%. This group could in theory go up to the $20,000,000.00 mark in combined revenue, with the current cash and still be under the 90% threshold. The problem with this calculation is that it includes a half year of Ohio grant in the calculation so it is skewed as well.

These are my initial thoughts, let me know if you would like to discuss in further detail.

Redacted by HELP Committee

System Director of Financial Services and Administration
Herzing Educational System
525 North 6th Street
Milwaukee, WI 53203
Email Address: Redacted by HELP Committee
Phone Number: Redacted by HELP Committee
Fax Number: Redacted by HELP Committee
www.herzing.edu

From: Herzing, Henry
Sent: Saturday, August 22, 2009 3:49 PM
To: Redacted by HELP Committee, Herzing, Renee
Subject: RE: 90/10 as of 8.14.2009

Think we should move Toledo to Minneapolis or Omaha- your thoughts?

From: Redacted by HELP Committee
Sent: Thursday, August 20, 2009 8:16 AM
To: DL-US Financial Aid Directors; DL-US Presidents
Cc: Herzing, Renee; Herzing, Henry; Gugelmeyer, Roger
Subject: 90/10 as of 8.14.2009

Below is the 2009 90/10 calculation as of 8.14.2009 for all US campuses:

Campus	Title IV Receipts	Denominator Amount Used in 90/10 Calculation	90/10 Percentage
Akron	$5,643,493.00	$6,370,098.98	88.6%
ATL/NOR/ORL Group	$9,075,177.70	$10,775,024.74	84.2%
Atlanta	$4,346,191.62	$5,194,821.93	83.7%
New Orleans	$2,434,935.58	$2,634,038.87	92.4%
Orlando	$2,294,050.50	$2,946,163.94	77.9%
Birmingham	$3,109,619.11	$3,579,253.87	86.9%
MSN/ONL/TOL Group	$18,354,473.87	$20,816,578.00	88.2%
Madison	$5,161,034.20	$7,053,912.73	73.2%
Online	$12,613,922.67	$13,159,629.27	95.9%
Toledo	$579,517.00	$603,036.00	96.1%
Minneapolis	$1,821,942.45	$3,140,956.44	58.0%
Omaha	$634,448.80	$1,068,046.79	59.4%
Total	$38,639,154.93	$45,749,958.82	84.5%

Redacted by HELP Committee

System Director of Financial Services and Administration
Herzing Educational System
525 North 6th Street
Milwaukee, WI 53203
Email Address: Redacted by HELP Committee
Phone Number: Redacted by HELP Committee
Fax Number: Redacted by HELP Committee
www.herzing.edu

From: Rickel, Todd Redacted by HELP Committee
Sent: Monday, June 14, 2010 12:58 PM
To: Redacted by HELP Committee
Subject: Brookfield opportunity etc

Hi Redacted by HELP

It was nice meeting you at the CCA Clinton lunch. As discussed, we are interested in reviewing schools for acquisition for 90/10 strategies. We are only interested in schools with low 90/10 ratios, which are healthy, and $1M+ in revenue. However, the Brookfield operation is close to one of our existing sites and we are willing to review that opportunity as well. Let me know if you have any additional schools that fit that bill. We are not particularly interested in bid situations as you will appreciate, but if you have some schools that may appeal to us please feel free to send them along.

TR

Todd A. Rickel Ph.D.
VP eLearning Herzing Educational System

Campus President
Herzing University Online
Administrative Offices
525 North 6th St.
Milwaukee, WI 53203
Toll Free: Redacted by HELP Committee
eFax: Redacted by HELP Committee
Email: Redacted by HELP Committee

<http://www.herzingonline.edu> www.herzingonline.edu

From: Herzing, Henry [hherzing@herzing.edu]
Sent: Saturday, September 19, 2009 6:48 AM
To: Redacted by HELP Committee
Subject: FW: SLIDES BOARD MEETING SEPT 09 EFC EQUAL TO ZERO BY CAMPUS.pptx
Attachments: SLIDES BOARD MEETING SEPT 09 EFC EQUAL TO ZERO BY CAMPUS.pptx

Redacted by HEL · do you know your senators leg aids for education? I think at this point it is worth hanging out the laundry because we know we are going over this year and it will shortly be a matter of record. Point out that Ohio eliminating the state grant in mid year caused the problem whereas in states like Minnesota there is no problem with the state grant and a better economy. Note my points below. 90/10 is unfair to Ohio vs other states not so adversely affected by the auto downturn and those states that have state grants-ie completely unfair and non uniform impact on schools which will then impact thousands of students' education. If one added up the direct state support for community colleges, the loans and grants students get who attend and measure it as a % of tuition ,I am sure it would exceed 90% also. So do they want to take tax paying institutions, put them out of business and put their students into institutions that will have to raise more state taxes to educate them. Send them some pictures of our facility also.

From: Herzing, Henry
Sent: Thursday, September 17, 2009 2:40 PM
To: Redacted by HELP Committee
Cc: Redacted by HELP Committee Herzing, Renee
Subject: SLIDES BOARD MEETING SEPT 09 EFC EQUAL TO ZERO BY CAMPUS.pptx

Use the attached with discretion –"one of our schools with the following locations". It shows the increase in "0" EFC" students in every market year over year and at the same time it demonstrates almost all variation is explained by the market, not the institution, and, to an extent, not the programs. We offer most of the same programs everywhere with Minneapolis being a little unique with Dental Hygiene and Dental Assisting. Hope it helps explain to others what is happening. Does Congress want to let the strong states like Minnesota continue and cut off weak states like Ohio?? Our 90/10 problems follow the same path- Ohio will be over the 90% mark this year barring an unpredictable miracle.

To: Madelung, Don[/O=HERZING MSN/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=DONMAD];
Subject: RE: Don Madelung & Redacted by HELP Committee on Local Radio 2/7/2009
Sent: Tue 2/10/2009 3:28:45 AM
From: Feldbruegge Holly
Message Flag: 0x00000001

Don,

Thank you for the answers to my questions and getting back to me so promptly. I truly appreciate it. You can be sure that I will turn the information about contacting our congress people into a viral campaign. Financial Aid can be difficult for me, but I know how difficult it is for others as well. I look forward to hearing what you and Redacted by HELP Committee have to say next week about the college. From what I hear, it will be very exciting.

Redacted by HELP Committee

Vice President Student Council
PBL Reporter
Redacted by HELP Committee

From: Madelung, Don
Sent: Mon 2/9/2009 1:00 PM
To: Redacted by HELP Committee
Cc: HC Madison Department Heads
Subject: RE: Don Madelung & Redacted by HELP Committee on Local Radio 2/7/2009

Redacted by HELP Committee

Thanks for your questions. Tuition increases for 2009 which go into effect in the May semester are modest by comparison to other colleges and schools. We will average just a little over 4% in total. Books have increased in cost and we have to replace them periodically. Equipment, upkeep and all the expenses that run the college have not decreased. I would imagine, just like your home budget, you are not seeing any reductions. This economy is tight and tough on us all and I believe we have been responsible in trying to keep our tuition costs to the very basics.

You and your fellow students can help yourselves by contacting your Congressmen and women to increase funding in Pell Grants and other programs that impact your attending college. The more they hear from students, the more likely they will act in a positive way.

Don

From: Redacted by HELP Committee
Sent: Tuesday, February 03, 2009 3:24 PM
To: Madelung, Don
Subject: RE: Don Madelung & J Redacted by HELP Committee on Local Radio 2/7/2009

Mr. Madelung,

I am not sure why the cost of tuition needs to be increased. We borrow books and give them back after every term and I am pretty sure that old books are sold when they are either out dated or no longer used. I know that it helps to deflect the cost of the tuition. From my understanding the tuition didn't change when the school changed how it was going to deal with the books. I had heard from an accounting instructor that the school never decreased the tuition and therefore should've publicly identified where that money was going to go if it were not going to books.

My concern is that we have instructors that are adequate at best and shouldn't be teaching to begin with. If I felt I were getting a quality education with quality instructors, I might be for this increase. Because I have invested so much money and time into this institution, I feel I have no other choice but to stick it out. Also, I can understand that software, technical maintenance, etc is necessary, however I don't see any of it. For example, there are two color printers on the campus that are available for student use. They are both in the Mac lab. Not everyone can use a Mac and not everyone has access to those classrooms when needed (There might be one more color printer in 170, but I am unsure of that)

As a single mom of three, I am getting barely enough financial aid to cover my classes. I don't receive enough in return from it to purchase my school supplies. When it comes down to it, the tuition will have increased twice during my time at Herzing College and even though I can understand the school not being able to afford everything during tough financial times, but realistically, the students can't afford this either. I would be willing to present facts and statistics to the Executive Committee on how things could be changed.

Another question I have is, where has the budget been cut to help us save money and has anyone considered a pay reduction for salary employees?

Thanks for listening to my concerns.

Redacted by HELP Committee

Vice President Student Council

PBL Reporter

H: Redacted by HELP Committee

Redacted by HELP Committee

From: Madelung, Don
Sent: Tue 2/3/2009 2:56 PM
To: Redacted by HELP Committee
Subject: RE: Don Madelung & Redacted by HELP Committee on Local Radio 2/7/2009

Me.

From: Redacted by HELP Committee
Sent: Tuesday, February 03, 2009 1:54 PM
To: Madelung, Don
Subject: RE: Don Madelung & Redacted by HELP Committee on Local Radio 2/7/2009

Don,

Who do we send our comments to for the tuition increase?

Redacted by HELP Committee

Vice President Student Council

PBL Reporter

Redacted by HELP Committee

From: Madelung, Don
Sent: Tue 2/3/2009 12:18 PM
To: HC Madison Employees; HC Madison Students
Cc: Redacted by HELP Committee Gugelmeyer, Roger; Redacted by HELP Committee
Subject: Don Madelung & Redacted by HELP Committee on Local Radio 2/7/2009

Greetings Staff and Students

Redacted by HELP Committee Director of Career Services and I will be on "**Meet the Experts" on Radio Channel 1310 AM with Marty Kay** this Saturday at 8:00 AM.

Tune in, call in, or just listen and have a good laugh. We promise to be entertaining and informational.

Don Madelung

To: Redacted by HELP Committee
Redacted by HELP Committee
Subject: RE: Annual Tuition Increase
Sent: Sat 2/13/2010 3:56:19 PM
From: Redacted by HELP Committee
Message Flag: 0x00000001

Tuition increases are annual and the enrollment agreement that all students sign states that. Our Financial Aid office is always willing to work with each student to see if there are financing options available that meet your need.

The cost of a private college/university is always higher than a state school due to the fact that private schools receive no state funding and the cost of doing business, as the tuition letter states, increases every year.

I hope you will speak with someone in the FA department before you make the decision to withdraw from the nursing program however I do understand that everyone's financial situaion is unique and some things are just unaffordable.

From: Redacted by HELP Committee
Sent: Sat 2/13/2010 9:47 AM
To: Redacted by HELP Committee
Subject: RE: Annual Tuition Increase

so this now means i will will have to spend an EXTRA $1350 to go to this already expensive RN program. i dont know if i am going to be able to continue. and i wish this "Anunal" increase was brought to my attention before i signed all the papers to be admitted. i have been out of a job for over a year now. and i just lost my unemployment benefits

-----Original Message-----
From: Redacted by HELP Committee
Sent: Fri 2/12/2010 4:14 PM
To: All Students
Cc: All Orlando Instructors; All Orlando Employees
Subject: Annual Tuition Increase

Please read attached memo regarding upcoming tuition increase.

Redacted by HELP Committee - Campus President

Herzing University

1595 S. Semoran Blvd.

Winter Park, FL 32792

Redacted by HELP Committee

ITT Educational Services, Inc.			
SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
ITT	Document 1	ITT-00002265	4
ITT	Document 2	ITT-00002279	4
ITT	Document 3	ITT-00002281	2
ITT	Document 4	ITT-00002284	3
ITT	Document 5	ITT-00002318	2
ITT	Document 6	ITT-00003045	5
ITT	Document 7	ITT-00003876	4
ITT	Document 8	ITT-00004187	7
ITT	Document 9	ITT-00004287	7
ITT	Document 10	ITT-00004357	7
ITT	Document 11	ITT-00004629	5
ITT	Document 12	ITT-00005047	10
ITT	Document 13	ITT-00005086	7
ITT	Document 14	ITT-00005145	5
ITT	Document 15	ITT-00005216	6
ITT	Document 16	ITT-00007386	6
ITT	Document 17	ITT-00007708	13
ITT	Document 18	ITT-00008037	7
ITT	Document 19	ITT-00009376	9
ITT	Document 20	ITT-00009660	8
ITT	Document 21	ITT-00009785	3
ITT	Document 22	ITT-00010049	1
ITT	Document 23	ITT-00010050	1
ITT	Document 24	ITT-00010055	6
ITT	Document 25	ITT-00011550	6
ITT	Document 26	ITT-00014590	2
ITT	Document 27	ITT-00015566	4
ITT	Document 28	ITT-00016826	5
ITT	Document 29	ITT-00020084	5
ITT	Document 30	ITT-00022941	1
ITT	Document 31	ITT-00023885	1
ITT	Document 32	ITT-00023887	2
ITT	Document 33	ITT-00023897	15
ITT	Document 34	ITT-00025676	3
ITT	Document 35	ITT-00025689	1
ITT	Document 36	ITT-00028362	39
ITT	Document 37	ITT-00028551	2
ITT	Document 38	ITT-00036911	3
ITT	Document 39	ITT-00041048	6
ITT	Document 40	ITT-00052133	5
ITT	Document 41	ITT-00052394	2
ITT	Document 42	ITT-00056795	7
ITT	Document 43	ITT-00060529	3
ITT	Document 44	ITT-00060728	4
ITT	Document 45	ITT-00064242	1

SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
ITT	Document 46	ITT-00065475	3
ITT	Document 47	ITT-00065499	5
ITT	Document 48	ITT-00080730	1
ITT	Document 49	ITT-00080791	2
ITT	Document 50	ITT-00119308	5
ITT	Document 51	ITT-00123921	2
ITT	Document 52	ITT-00123927	7
ITT	Document 53	ITT-00124630	1
ITT	Document 54	ITT-00124632	3
ITT	Document 55	ITT-00124829	2
ITT	Document 56	ITT-00133682	11
ITT	Document 57	ITT-00139934	2
ITT	Document 58	ITT-00140384	1
ITT	Document 59	ITT-00144035	6
ITT	Document 60	ITT-00144496	2
ITT	Document 61	ITT-00146556	3
ITT	Document 62	ITT-00146861	1
ITT	Document 63	ITT-00147688	2
ITT	Document 64	ITT-00152244	1

Excerpts, selected by the HELP Committee, from a larger document produced by the company

3181

CONTRACT FOR SERVICES

This contract is entered into on the 25th of August, 2005, between GENERAL REVENUE CORPORATION (hereinafter referred to as "GRC"), and ITT Educational Services, Inc. and its schools authorized to participate in the Federal Family Education Loan Program (hereinafter collectively referred to as "ITT").

WHEREAS, ITT desires to minimize the number of accounts which default in their current year FFELP COHORT account group, as defined in 34 C.F.R. 668.181, et seq., and to obtain collection services on their self pay and private loan accounts, and;

WHEREAS, GRC is in the business of collecting defaulted student aid accounts, and providing default prevention services, and desires to assist ITT with reducing its Cohort default rate, and in collecting the defaulted balances on ITT's various student aid accounts;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. CONTRACTING PARTIES:

GRC is an Ohio Corporation with its principal place of business located at 11501 Northlake Drive, Cincinnati, Ohio 45249, and ITT is a for profit institution of Higher Education headquartered at 13000 North Meridian Street, Carmel, Indiana 46032-1404. Each party warrants to the other party that the person executing this contract is duly authorized to do so.

II. STATEMENT OF SERVICES TO BE PERFORMED:

GRC shall provide FFELP default prevention services, as more fully described in section III, for ITT's current year FFELP COHORT account group.

GRC shall also provide collection services for ITT's outstanding student accounts receivable (self pay). For this second group of debt types, GRC will provide at least the following collection activities: continuing telephone calls, letters, skiptrace efforts, provide account information for consumer's questions and negotiation of an appropriate resolution of the outstanding debt. All collection and default prevention activities shall be conducted in accordance with all controlling Federal and state consumer laws and regulations, including, but not limited to, the Fair Debt Collection Practices Act (FDCPA). ITT reserves the right to assign accounts to GRC for arbitration services.

Accounts that are paid in full or closed and returned after 6 months will be removed from this report.

3. PLACEMENT ANALYSIS REPORT

GRC shall provide to ITT a Placement Analysis Report listing the account activity by month of placement and the recovery percentages from each monthly placement. This report also captures activation numbers and percentages, a method used to measure the coverage given to the number of accounts placed.

4. ATTESTATION AUDIT REPORT

Upon request by ITT, GRC shall provide a copy of its most recent annual compliance attestation audit report, as required by Title IV of the Higher Education Act of 1965 as amended.

5. CORRESPONDENCE

GRC will utilize ACA (American Collectors Association) approved collection notices in its attempt to collect debts owed to ITT.

GRC will follow all applicable state and federal requirements and guidelines for verbal and written communication with all debtors.

L. POWER OF ATTORNEY

ITT hereby grants to GRC, a limited power of attorney for the purpose of GRC's collection of unpaid accounts that it places with GRC for collection. GRC is hereby authorized to accept, endorse, sign and deposit all checks, money orders, bills of exchange and other forms of remittance made by debtors for as long as the account is under the control of GRC.

M. BILLING SERVICE CONTACT

ITT authorizes GRC to contact its billing service, if any, for the purpose of maintaining accurate up-to-date balances on accounts placed for collection with GRC, through verification of transactions such as adjustments, payments, deferments, etc.

VI. FEES FOR SERVICES:

With the exception of the FFELP COHORT default prevention services which are to be provided to ITT at no charge pursuant to section III of this agreement, and in consideration for the services to be provided to ITT by GRC, GRC shall be paid the following fees:

1. ITT will pay GRC a contingency fee of eight (8%) percent on all non-federal accounts collected during the Initial Demand Period (the first 30 days after the account has been placed by ITT for collection with GRC). If a borrower enters into a payment agreement during the first 30 days after placement, and continues to make payments pursuant to that payment agreement, GRC shall be limited to a contingency fee of eight (8%) percent of the total amount collected so long as that original repayment agreement is maintained.

   During the Initial Demand Period, GRC's efforts to collect an account will include one mailed letter and three telephone attempts. At day 31 after account placement, the account will convert to a new fee schedule under the category of "First Referral" for additional collection efforts.

   For all accounts, of all debt types where the borrower has returned to ITT as a student, and said account(s) has been recalled, GRC shall be entitled to a flat fee of $50.00.

2. ITT will pay GRC a contingency fee of twenty-six and one half (26.5%) percent only of the amounts collected on all FIRST REFERRAL accounts placed by ITT with GRC, regardless of account balance.

3. ITT will pay GRC a contingency fee of thirty-seven and one half (37.5%) percent only of the amounts collected on all SECOND REFERRAL accounts placed by ITT with GRC, regardless of account balance.

4. Collection costs will be determined by the provisions of the FFELP COHORT Promissory Note.

5. For accounts that GRC provides arbitration services on for ITT, GRC shall be entitled to contingency fee of Thirty-seven and one half (37.5%) percent. GRC shall be responsible for advancing the arbitration fee, if any, and shall be entitled to recover said costs from the first post arbitration payments prior to any payments going to ITT.

VII. MISCELLANEOUS

A. INDEMNIFICATION

GRC agrees to indemnify and hold ITT (including its officers, agents and employees) harmless from and against any and all losses, claims, demands, damages, liabilities and costs incurred by ITT, including reasonable attorney's fees arising out of the willful or gross negligence of performance of any of GRC's obligations or responsibilities under this contract.

ITT agrees to indemnify and to hold GRC (including its officers, agents and employees) harmless from and against any and all losses, claims, demands, damages, liabilities and costs incurred by GRC, including reasonable attorneys'

SECOND AMENDMENT TO
COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT (this "Amendment") is made effective as of **August 3, 2010** by GENERAL REVENUE CORPORATION ("GRC") and ITT EDUCATIONAL SERVICES INC. ("ITT ESI").

WHEREAS, GRC and ITT ESI entered into that certain COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT dated as of January 24, 2010 (the "Agreement"); and

WHEREAS, GRC and ITT ESI now desire to amend the Agreement pursuant to the terms and conditions described herein; and

WHEREAS, GRC and ITT ESI are entering into this Amendment pursuant to Article IX, Section E of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, GRC and ITT ESI, intending to be legally bound, agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Agreement.

2. Article VI of the Agreement is hereby amended to now read:

A. FISCAL YEAR 2008, FISCAL YEAR 2009, and FISCAL YEAR 2010 COHORTS.

Borrowers Assigned by ITT ESI to GRC Effective January 2010

Segment	Fiscal Year 2008 Borrowers	Fiscal Year 2009 Borrowers	Fiscal Year 2010 Borrowers	Total Borrowers
Delinquent Tranche-A *(<241 days past due)*	0	2,383	7,076	9,459
Delinquency Tranche-B *(>241 days past due)*	288	403	0	691
Total	288	2,786	7,076	10,150

Fiscal Year 2008 *($10 Account Designation Fee and $120 Cure Fee)*
For those 288 Borrowers designated as Fiscal Year 2008 Accounts in the Fiscal Year 2008 "Delinquency Tranche-B" (in the table above) ITT ESI will pay GRC an Account Designation Fee of **$10.00** for Cohort Default Management Services.

Additionally, ITT ESI will pay GRC a performance bonus of **$120.00** Cure Fee each time GRC brings an ITT ESI Borrower with a delinquent Account from the Fiscal Year 2008 "Delinquency Tranche-B", into a current and up-to-date status for all loans that would impact the Fiscal Year 2008 3-Year Cohort Default Rate if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI schools' 3-Year Cohort Default Rates. This performance bonus shall be payable upon presentation of a detailed "cure" report which identifies the specific outcome (e.g., up-to-date payment, in-school deferment, unemployment deferment, military deferment, economic hardship forbearance, administrative forbearance, etc.) with the duration of the specific resolution method (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 3-Year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2008 Cohort, a performance bonus amount paid to GRC under the terms of this section shall be refunded to ITT ESI for each and every ITT ESI Borrower, who after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's 3-Year Cohort Default Rate as determined pursuant to 34 C.F.R. 668.183(b).

Fiscal Year 2009 and 2010 Borrowers *($30 Account Designation Fee and $50 Cure Fee)*
For those 9,862 (2,383 Fiscal Year 2009 "Delinquency Tranche-A", 403 Fiscal Year 2009 "Delinquency Tranche-B", and 7,076 Fiscal Year 2010 "Delinquency Tranche-A" Borrowers designated as Fiscal Year 2009 and Fiscal Year 2010 Accounts (in the table above) ITT ESI shall pay GRC a one-time Account designation fee of **$30.00** per Borrower assigned by ITT ESI to GRC for Cohort Default Management Services.

Additionally, ITT ESI will pay GRC a performance bonus of **$50.00** Cure Fee each time GRC brings an ITT ESI Borrower with a delinquent Account from Fiscal Year 2009 and 2010 from "Delinquency Tranche-A" and "Delinquency Tranche-B" (of the 9,862, Borrowers described above) into a current and up-to-date status for all loans that would impact the Fiscal Year 2009 and Fiscal Year 2010 2-year and 3-Year Cohort Default Rates if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI schools' 2-year and 3-Year Cohort Default Rates. This performance bonus shall be payable upon presentation of a detailed "cure" report which identifies the specific outcome (e.g., up-to-date payment, in-school deferment, unemployment deferment, military deferment, economic hardship forbearance, administrative forbearance, etc.) with the duration of the specific resolution method (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 2- and 3-Year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2009 and Fiscal Year 2010 Cohorts, a performance bonus amount paid to GRC under the terms of this section shall be refunded to ITT ESI for each and every ITT ESI Borrower, who after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's 2- and 3-Year Cohort Default Rate as determined pursuant to 34 C.F.R. 668.183(b).

GRC will make the Account billing reports available online, for viewing and printing at ITT ESI's convenience, by the 15th of the month following the prior month. Account billings are due and payable within the next 45 days. Designated student borrowers or "Accounts" will be documented in the account billing reports distributed by GRC to ITT ESI monthly

IN WITNESS WHEREOF, the parties have executed the Amendment to this Agreement.

ITT EDUCATIONAL SERVICES INC.	GENERAL REVENUE CORPORATION
13000 North Meridian Street	11501 Northlake Drive
Carmel, Indiana 46032-1404	Cincinnati, Ohio 45249-1643
By	By:
Dan Fitzpatrick (Print Name)	Harold Wickline (Print Name)
Title: Executive Vice President & Chief Financial Officer	Title: VP, COO, Contingency Services
Date: 8/9/10	Date: August 20, 2010

CONFIDENTIAL ITT-00002280

FIRST AMENDMENT TO
COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

THIS FIRST AMENDMENT TO COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT (this "Amendment") is made effective as of **June 24, 2010** by GENERAL REVENUE CORPORATION ("GRC") and ITT EDUCATIONAL SERVICES INC. ("ITT ESI").

WHEREAS, GRC and ITT ESI entered into that certain COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT dated as of January 24, 2010 (the "Agreement"); and

WHEREAS, GRC and ITT ESI now desire to amend the Agreement pursuant to the terms and conditions described herein; and

WHEREAS, GRC and ITT ESI are entering into this Amendment pursuant to Article IX, Section E of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, GRC and ITT ESI, intending to be legally bound, agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Agreement.

2. Article VI of the Agreement is hereby amended to now read:

A. FISCAL YEAR 2009 and FISCAL YEAR 2010 COHORTS.

Borrowers Assigned by ITT ESI to GRC Effective January 2010

Segment	Fiscal Year 2009 Borrowers	Fiscal Year 2010 Borrowers	Total Borrowers
Delinquent 1 (<150 days past due)	4,793	1,910	6,703
Delinquent 2 (>150 days past due)	6,573	510	7,083
Previously Resolved	2,043	752	2,795
Total	13,409	3,172	16,581

Segment #1 ($30 Account Designation Fee and $50 Cure Fee)
For those 8,993 (7,083 Fiscal Year 2009 and Fiscal Year 2010 "Delinquent 2" Borrowers and 1,910 Fiscal Year 2010 "Delinquent 1" Borrowers) Borrowers designated as Fiscal Year 2009 and Fiscal Year 2010 Accounts (in the table above) ITT ESI shall pay GRC a one-time Account designation fee of **$30.00** per Borrower assigned by ITT ESI to GRC for Cohort Default Management Services.

Additionally, ITT ESI will pay GRC a performance bonus of **$50.00** each time GRC brings an ITT ESI Borrower with a delinquent Account from 'Segment #1' (of the 8,993 Borrowers described above) into a current and up-to-date status for all loans that would impact the Fiscal Year 2009 and 2010 2-Year Cohort Default Rates if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI schools' 2-Year Cohort Default Rates. This performance bonus shall be payable upon presentation of a detailed "cure" report which identifies the specific outcome (e.g., up-to-date payment, in-school deferment, unemployment deferment, military deferment, economic hardship forbearance, administrative forbearance, etc.) with the duration of the specific resolution method (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 2-Year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2009 and Fiscal Year 2010 Cohorts, a performance bonus amount paid to GRC under the terms of this section shall be refunded to ITT ESI for each and every ITT ESI Borrower, who after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's 2-Year Cohort Default Rate as determined pursuant to 34 C.F.R. 668.183(b).

Segment #2 ($0 Account Designation Fee and $125 Cure Fee)
For those 4,793 Borrowers designated as Fiscal Year 2009 Accounts in the Fiscal Year 2009 "Delinquent 1" (in the table above) also known as "Segment #2" there will be no Account designation fee per Borrower assigned by ITT ESI to GRC for Cohort Default Management Services.

ITT ESI will pay GRC a performance bonus of **$125.00** each time GRC brings an ITT ESI Borrower with a delinquent Account from the Fiscal Year 2009 "Delinquent 1", also known as the 4,793 Borrowers from "Segment #2", into a current and up-to-date status for all loans that would impact the Fiscal Year 2009 2-Year Cohort Default Rate if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI schools' 2-Year Cohort Default Rates. This performance bonus shall be payable upon presentation of a detailed "cure" report which identifies the specific outcome (e.g., up-to-date payment, in-school deferment, unemployment deferment, military deferment, economic hardship forbearance, administrative forbearance, etc.) with the duration of the specific resolution method (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 2-Year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2009 Cohort, a performance bonus amount paid to GRC under the terms of this section shall be refunded to ITT ESI for each and every ITT ESI Borrower, who after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's 2-Year Cohort Default Rate as determined pursuant to 34 C.F.R. 668.183(b).

GRC will make the Account billing reports available online, for viewing and printing at ITT ESI's convenience, by the 15th of the month following the prior month. Account billings are due and payable within the next 45 days. Designated student borrowers or "Accounts" will be documented in the account billing reports distributed by GRC to ITT ESI monthly

IN WITNESS WHEREOF, the parties have executed the Amendment to this Agreement.

ITT EDUCATIONAL SERVICES INC. 13000 North Meridian Street Carmel, Indiana 46032-1404	GENERAL REVENUE CORPORATION 11501 Northlake Drive Cincinnati, Ohio 45249-1643
By ______________________	By: ______________________
Dan Fitzpatrick (Print Name)	Harold Wickline (Print Name)
Title: Executive Vice President & Chief Financial Officer	Title: VP, COO, Contingency Services
Date: ______________	Date: ______________

Excerpts, selected by the HELP Committee, from a larger document produced by the company

COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 24th day of January 2010, between GENERAL REVENUE CORPORATION ("GRC"), and ITT EDUCATIONAL SERVICES, INC. ("ITT ESI").

WHEREAS, ITT ESI owns and operates post-secondary educational institutions (collectively, the "Schools");

WHEREAS, some of the students at the Schools finance costs of their education at the Schools with Federal Family Education Loan Program ("FFELP") and Federal Direct Loan Program ("FDLP") student loans;

WHEREAS, ITT ESI desires to minimize the number of student loans accounts which default in their current year federal Cohort, as defined in 34 C.F.R. 668.181, et seq.; and

WHEREAS, GRC is in the business of providing Cohort Default Management Services, and desires to assist ITT ESI with managing its Cohort Default Rate;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. CONTRACTING PARTIES:

GRC is an Ohio corporation with its principal place of business at 11501 Northlake Drive, Cincinnati, Ohio 45249, and ITT ESI is a company with its principal place of business located at 13000 North Meridian Street Carmel, IN 46032-1404. Each party warrants to the other party that the person executing this Agreement on its behalf is duly authorized to do so.

II. BORROWER AND ACCOUNT DESIGNATION:

During the term of this Agreement, ITT ESI shall, at its sole discretion, designate certain FFELP and FDLP student loan accounts (each an "Account", and collectively "Accounts") of students who are borrowers in its federal Cohort, as determined pursuant to 34 C.F.R. 668.183(b) (each a "Borrower", and collectively "Borrowers"), for each specific Cohort year being serviced by FFELP and FDLP lenders and GRC shall provide the applicable Services (as defined below in Section III. Statement of Services to be Performed) with the goal to prevent Accounts from entering into default, and to minimize the ITT ESI Cohort Default Rate, as such term is defined and calculated pursuant to 34 C.F.R. 668.181, et. seq. for that specific Cohort year.

III. STATEMENT OF SERVICES TO BE PERFORMED:

GRC shall provide ITT ESI with specialized student loan borrower default management services, including, without limitation, monitoring of Accounts to avoid delinquency and default of Accounts, contacting delinquent Borrowers via telephone and mail regarding their Account in order to counsel the Borrowers on how to avoid default, updating Borrower demographic information, obtaining Borrower and Account information from third party servicers, file balancing all data files received to ensure all records are

VI. FEE FOR SERVICES:

ITT ESI shall pay GRC a one-time Account designation fee (the "Fee") per Account upon the designation of such Account in accordance with Article II of this Agreement as follows:

FISCAL YEAR 2009 COHORT.

For those Accounts for Borrowers who entered repayment during the period from October 1, 2008 through September 30, 2009 ("Fiscal Year 2009 Cohort"), ITT ESI shall pay GRC a one-time Account designation fee of **$30.00** per Borrower.

Additionally, ITT ESI shall pay GRC a performance bonus of **$50.00** each time GRC brings an ITT ESI Borrower with a delinquent Account into a current and up-to-date status for all loans which would impact the Fiscal Year 2009 Cohort if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI's school's cohort default rates. This performance bonus shall be payable upon the presentation of a detailed "cure" report which identifies the specific outcome (e.g., military deferment, unemployment deferment, administrative forbearance, economic hardship forbearance, etc.), the duration of the specific outcome (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 2-year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2009 Cohort, a performance bonus amount paid to GRC under the terms in this section shall be refunded to ITT ESI for each and every ITT ESI Borrower who, after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's Fiscal Year 2009 Cohort as determined pursuant to 34 C.F.R. 668.183(b).

GRC will make the account billing reports available online, for viewing and printing at ITT ESI's convenience, by the 15th of the month following the prior month. Account billings are due and payable within the next 45 days. Designated student borrowers or "Accounts" will be documented in the account billing reports distributed by GRC to ITT ESI monthly.

VII. REPRESENTATIONS AND WARRANTIES OF GRC:

A. GRC is duly organized, validly existing and in good standing under the laws of its state of incorporation and is duly qualified to do business, and is in good standing in every jurisdiction in which the nature of its business requires it to be so qualified. GRC has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement. GRC will comply with the laws of each state to the extent necessary to perform its obligations under this Agreement.

B. This Agreement and all other instruments or documents to be delivered hereunder or pursuant hereto, and the transactions contemplated hereby, have been duly authorized by all necessary corporate proceedings of GRC.

C. The execution and delivery of this Agreement by GRC hereunder and the compliance by GRC with all provisions of this Agreement do not conflict with or violate any applicable law, regulation, or order and do not conflict with or result in

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc.
Document 5, Page 1

Cohort Default Management Solutions - Executive Dashboard

ITT Educational Services, Inc.

Key Performance Indicators (KPIs) Effective: 8/2/2010

Activity Summary	FY2009	FY2010	Total
Initiative Start Date	2/21/2010	2/21/2010	-
Student Borrower Placements	11,366	2,420	13,786
Telephone Attempts	343,519	72,929	416,448
Telephone Right Party Contacts (RPCs)	2,101	418	2,519
Telephone Contact Rate (%)	18.5%	17.3%	18.3%
Unique Student Borrower Contacts*	1,461	323	1,784
Unique Student Borrower Contact Rate** (%)	12.9%	13.3%	12.9%
Student Borrowers in 'Skip' Status***	4,355	866	5,221
Skip Rate (%)	38.3%	35.8%	37.9%
Resolved Delinquencies (Cures)	**1,582**	**350**	**1,932**

*'Unique Student Borrower Contacts' are the number of student borrowers contacted at least once via telephone.

**'Unique Student Borrowers Contact Rate' is calculated by dividing 'Unique Student Borrowers Contacts' by 'Student Borrower Placements'.

***Student borrowers without a 'valid' telephone number on file

Fiscal Year (FY) = October 1 through September 30

Cure Type (GRC Generated)	FY2009	FY2010	Total
Payment	542	77	619
Deferment	259	91	350
Forbearance (Verbal)	429	115	544
Forbearance (Written)	352	67	419
Total	**1,582**	**350**	**1,932**

GRC Student Borrower Status	FY2009	FY2010	Total
Early Delinquency (<150 days past due)	3,211	1,560	4,771
Late Delinquency (>150 days past due)	6,573	510	7,083
Current	1,582	350	1,932
Student Borrower Placements	**11,366**	**2,420**	**13,786**

Cure Rate	FY2009	FY2010
Cure Rate	13.9%	14.5%
# of Days Remaining in 2-Year CDR Evaluation	58	423
# of Days Remaining in 3-Year CDR Evaluation	423	788

GRC Student Borrower Status	FY2009	FY2010	Total
Early Delinquency (<150 days past due)	4,793	1,910	6,703
Late Delinquency (>150 days past due)	6,573	510	7,083
Grand Total	**11,366**	**2,420**	**13,786**

Subject to $30 placement /$50 cure pricing	8,993
Subject to $125 cure payment only	4,793

Previously included on the Dashboard

Current (Repayment)	3,862	1,475	5,337

Cure Counts	FY2009	FY2010	Total	Change
02/22/10	27	9	36	36
03/02/10	248	85	333	297
03/14/10	403	142	545	212
03/23/10	874	240	1,114	569
04/04/10	1,040	278	1,318	204
04/12/10	1,132	304	1,436	118
04/19/10	1,427	360	1,787	351
04/26/10	1,457	369	1,826	39
05/03/10	1,490	373	1,863	37
5/10/2010	1,514	382	1,896	33
5/17/2010	1,592	395	1,987	91
5/24/2010	1,648	409	2,057	70
6/1/2010	1,692	411	2,103	46
6/7/2010	1,717	419	2,136	33
6/14/2010	1,771	428	2,199	63
6/21/2010	1,831	434	2,265	66
6/28/2010	1,868	435	2,303	38
7/5/2010	1,453	341	1,794	(509)
7/12/2010	1,515	348	1,863	69
7/19/2010	1,531	348	1,879	16
7/26/2010	1,557	349	1,906	27
8/2/2010	1,582	350	1,932	26

Champagne Scholarship Application

The primary purpose of the Champagne Scholarship is to provide and encourage higher education for working adults by helping to lessen the financial burden of going to college. The Champagne Scholarship Fund is a non-profit organization that intends to award a number of Champagne Scholarships each calendar year to qualified students attending each ITT Technical Institute. Champagne Scholarships will be awarded each academic quarter to selected student who are in their first academic quarter of attendance at an ITT Technical Institute. A Champagne Scholarship award is for a total of $3,000. A Champagne Scholarship award is disbursed to ITT Technical Institute for application to the recipient's account in two equal installments of $1,500 each. The first installment is disbursed at the start of the recipient's second academic quarter of attendance at the ITT Technical Institute, and the second installment is disbursed at the start of the recipient's third academic quarter of attendance at the ITT Technical Institute.

Section 1: Eligibility Criteria

1. The recipient must be enrolled full-time in a program of study at the ITT Technical Institute.
2. The recipient must be a U.S. citizen.
3. The recipient must have a $0 Expected Family Contribution ("EFC") as determined under the U.S. Department of Education's ("ED") regulations. The recipient's EFC will be determined based on the recipient's information used to apply for federal student financial aid in his or her first academic year of study at the ITT Technical Institute.
4. The recipient must be enrolled full-time in a program of study at the ITT Technical Institute at the time of each disbursement of the Champagne Scholarship award.
5. The recipient must be classified as an independent student under the ED's federal student financial aid regulations.
6. The recipient must be making satisfactory academic progress in his or her program of study at the ITT Technical Institute at the time of each disbursement of the Champagne Scholarship award.
7. The Champagne Scholarship Fund will determine each recipient of the Champagne Scholarship. The Champagne Scholarship Fund will make its determination based on its review of the applicant's information contained in this application and information obtained from the ITT Technical Institute regarding the applicant's satisfactory academic progress and EFC.
8. A recipient is only eligible to receive one Champagne Scholarship award.
9. Unless specifically authorized by the Champagne Scholarship Fund, any subsequent disbursement(s) of the Champagne Scholarship with respect to the recipient will be cancelled if the recipient fails at any time to be enrolled full-time in a program of study at the ITT Technical Institute during the recipient's first academic year of study at the ITT Technical Institute.

Section 2: Personal Information

Name____

Permanent Address____

City_________________________________State__________________ Zip Code_______

Home Phone __(_____)_____________________ Cell Phone__________________________

Email Address__________________________________ Student ID#___________________

Are you a U.S. citizen?

Yes ☐ No ☐

Are you considered an Independent student for financial aid purposes?

Yes ☐ No ☐

Section 3: Employment History

Please describe your work experience for the last 5 years.

Employer/Position	From: Month/Yr	To: Month/Yr.	Full Time/ Part Time
1.			
2.			
3.			
4.			
5.			

Section 4: Career Objectives and Goals

Please provide a brief statement of your education and career objectives and goals.

____

____

____

____

Section 5: Special Circumstances

Do you have any special circumstances that should be taken into consideration in reviewing your application? These might include family care, financial responsibilities or personal challenges that you have encountered or are encountering.

Section 6: ITT Technical Institute Education

In which ITT Technical Institute program of study are you enrolled and what are your reasons for pursuing that program?

Section 7: Personal Statement

Please describe in 500 words or less why the Champagne Scholarship is important to you and your future development.

Section 8: Letters of Recommendation

Please attach two letters of recommendation written by two different individuals who are closely involved with your education or employment. **Preference would be that these letters do not come from relatives or ITT staff members.**

Section 9: Application Certification

In submitting this Application, I certify that the information provided is complete and accurate. If requested, I agree to provide proof of the information I have provided in this Application. If requested by the Champagne Scholarship Fund ("Fund"), I authorize ITT Technical Institute to provide the Fund with my grade transcripts and EFC. In the event that I am unable to provide proof to the satisfaction of the Fund that the information I have provided in this Application is complete and accurate, I acknowledge that the Fund may revoke any Champagne Scholarship awarded to me, in which case ITT Technical Institute will return to the Fund all Champagne Scholarship monies received on my behalf. In the event that I am awarded a Champagne Scholarship, I agree to provide the Fund with a picture of me and give the Fund permission to use the information in this Application and my picture in any publications or promotional materials and activities with respect to the Champagne Scholarship.

Applicant's Signature: ______________________________

Printed Name: ______________________________

Date: ______________

ITT Technical Institute Location: ______________________________
City State

Start Date: ________/________
Month Year

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	8/17/2006	Target Due Date:	9/3/2006
Received Date:	8/21/2006	Response Date:	
Logged Date:	8/24/2006	Close Date:	
Category:	Complaint	Days Open:	0
Source:	Letter		

Location:	Austin
	School: AUS · District: TX · State: TX
Complaint Code:	Inadequate instructor
Functional Department:	Academic Affairs
Complainant & Profile:	Redacted - Business Sensitive · Student
Student Name:	
Other Contact (Agency/Firm):	
Final Disposition:	Detail:

Complaint Summary: Student Redacted - Business Sensitive alleged his GE347T Group Dynamics instructor Redacted by HELP Committee failed to provide satisfactory instruction for the program course.

Complaint Narrative: Redacted - Business Sensitive submitted a written complaint to Associate Dean Redacted by HELP on August 17, 2006, which read:

"While the instructor was enthusiastic regarding the subject matter, when she was actually in class, that is perhaps the only positive that I can bring up regarding the instructor. The lectures were not organized, we did not receive lecture on 60% of the material that we were tested upon, and out instructor missed 25% of the scheduled class periods between two consecutive weeks of vacation and the July 4th holiday. To make matters worse, we were assigned to drastically insufficient time for both of the class projects due to these absences. On the first project we were given one week in order to complete what was a 20+ page sentence outline along with a presentation where we were required to present for 5 minutes or more per person in the group. One week is woefully inadequate time to prepare for a project of this scope. Then, this was followed by two weeks of vacation by the instructor during which time we did not receive responses to our topic choice for the final project when they were emailed to her during this time. This lack of response to emails has caused us to be forced to do the entire final project in a time period of two weeks which once again is rather inadequate.

To complicate matters even further, we were lectured on approximately 50% or less of the material on the first test, 33% of the material on the second test and were forced to take it in her absence, and no more than 60% of the material on the third test. Even worse, we were forced to spend our money on this course and then sit and watch reality TV shows which have zero learning potential or redeeming value.

Considering this late date, and the fact that she still plans to squeeze another homework assignment in over a movie that we must watch as a class in week 10, the entire week 11 class will be presenting the final project, and we must take a test this week (week 10) for the third test as well, then it appears that for the final we will be lectured on exactly 0% of the material in the final 3 chapters. I say again, ZERO percentage of the final looks to be covered in the class and we will be forced to read those three chapters on our own and simply guess at what she might consider to be important for the final. This has been truly representative of the poor way that this course has been taught for the entire quarter. This complete and total lack of preparation, effort and desire to perform on the part of the instructor has made this course without any doubt in my mind the largest waste of time, money, effort and resources since I have begun attending this school. I am severely disappointed with the teacher and instructor, and would recommend anyone else make all possible efforts to avoid doing themselves the disservice of being instructed by this person in their career here."

Resolution Summary:	
Resolution Narrative:	

Redacted by HELP Committee

Redacted by HELP Committee

From: at 030

Sent: Saturday, August 26, 2006 1:51 PM

To: Redacted by HELP Committee

Subject: Follow-Up Redacted - Business Sensitive Complaint

August 26, 2006

Follow up on Redacted - Business Sensitive complaint
Ms. Redacted by HELP Committee GE347 Class

I (Redacted by HELP Committee Associate Dean) had a face-to-face follow-up with Redacted - Business Sensitive on Saturday August 26, 2006. The outcome of our meeting are as followed:

Redacted by HELP Comm

- Redacted - Business Sensitive stated that he did not approach Ms. with his concerns earlier because he felt as if it would be analogous to him telling his boss how to do his job.
- I encouraged Redacted - Business Sensitive to (in future classes) try sharing his concerns about a class with his instructor first, so that he/she can be aware that a problems exists and work on a resolution; and expressed that he is always welcome to escalate the issue to his school Chair, Associate Dean's, and Dean, if he feels that a resolution had not occurred or if he does not feel comfortable approaching an instructor.
- I apologized to Redacted - Business Sensitive for not receiving a higher quality of service in the classroom, but assured him that his suggestions for class improvement were taken under advisement and would be incorporated into future GE347 classes
    - Suggestions Included:
        - Lectures should cover material included in the exam
        - Improve application to the real world vs. focusing on vocabulary
        - If the instructor is absent from class for 2 weeks he/she should have realistic expectations for assignment due dates
- Redacted - Business Sensitive was pleased with the outcome of his complaint and was impressed that his concerns were promptly addressed

Redacted by HELP Committee

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	3/3/2006	Target Due Date:	3/16/2006
Received Date:	3/3/2006	Response Date:	3/8/2006
Logged Date:	3/6/2006	Close Date:	3/8/2006
Category:	Complaint	Days Open:	2
Source:	Email		

Location:	Eden Prairie School: EPR District: MW State: MN
Complaint Code:	Inadequate instructor
Functional Department:	Academic Affairs
Complainant & Profile:	[redacted] Student
Student Name:	[redacted]
Other Contact (Agency/Firm):	
Final Disposition:	Unsubstantiated Detail: Close letter/explanation sent

Complaint Summary:	Former student [redacted] submitted an email to his school's Director, [redacted] requesting a refund of his tuition in full.
Complaint Narrative:	[redacted] alleged that his instructors were inadequate and not qualified to teach at the college level. He claimed that the school's Dean, [redacted] told him that "the reason the instructors were of poor quality is because they have a very limited selection of people to choose from." The former student also stated that he did not feel challenged in his TB143 Introduction to Personal Computers course. [redacted] feels that ITT Technical Institute did not uphold their side of the contract in providing him a quality education and therefore he should receive a refund of his tuition in full.
Resolution Summary:	[redacted] was advised of the school's instructor credential requirements, and was denied any refund.
Resolution Narrative:	Dr. [redacted] explained to [redacted] that all instructors meet the standards set forth by the Minnesota Office of Higher Education and the Accrediting Council of Independent Colleges and Schools. Also, Ms. [redacted] had explained the process that the school goes through when it is hiring faculty (mock teaching demonstrations, several interviews and background checks). [redacted] TB143 concern was moot because he successfully tested out of, and was not charged for, the course.

·006 09:07 FAX 6514512287 ▣002/002

Page 1 of 1

Redacted by HELP Committee

Redacted by HELP Committee

From: Redacted - Business Sensitive
Sent: Wednesday, February 22, 2006 7:47 AM
To: Redacted - Business Sensitive
Subject: FW: To whom it may concern:

The address that it needs to go to is on the TO line.

From: Redacted - Business Sensitive
Sent: Tuesday, February 21, 2006 5:12 PM
To: gsorensen@itt-tech.edu
Subject: To whom it may concern:

To Whom It May Concern:
I am requesting the tuition I have paid to be refunded to me and these are the reasons why.

I feel that in my course of attending ITT Tech that I was mislead in multiple ways regarding the education that I was to receive while attending. When I talked to the admissions counselor I was told that this school was going to be a challenge for me from the get start, even after I had told him all of my background. When I started I was shocked to find out that my first class was an intro to pc's class, when I though I would be challenge I was thinking that it would be hard classes not hard classes to stay awake in. The teacher that I had for the intro to pc's class had made mention that he has never really even looked into a computer before and that he mainly did software for it. The first general that I had was taught by a teacher that had a license to teach K-8 and only working at ITT till he could get into a public school. That is hardly my idea of a college professor. During my class time there I was told that I should assume things in science I don't know about college science but that theory goes against everything that I have ever learned about science before. In my second quarter I had intro to OS this class still being very basic was taught by another person that should not have been teaching a class. I had talked to the dean about how poor of a teacher he was on I believe the 2nd day of class. During my time in this class the teacher was tiring to explain how to do a type of conversion and none of the class could figure it out. I looked at it and as he was showing one student I went up to the board and showed the class how to do it, amazingly they all understood it when I showed them how to do it the right way. I was approached by him in the next class period and was told that by me knowing all the stuff and thinking that I shouldn't have to show all the pointless work that he wanted that I was making the rest of the class feel dumb and that if I had any respect for them that I should stop. Another time in his class he asked the class what the Linux equivalent to DIR in DOS is and when someone answered LS , witch is the correct answer, he told them no and told them that it was the FIND command in Linux. I spoke up and told him that he was incorrect and that it is LS and I was repeatedly told that I was wrong. My math class was taught by someone that didn't know much about math and was incorrect multiple times when trying things on the board to help people. When I talked to the dean the first time I was told that the reason the teachers are of poor quality is because they have a very limited selection of people to choose from. I feel that any college that is worth $13,000 a year should not have a problem with bad teachers. That is why I am requesting a full refund of my tuition you, as the school, have not kept up your side of the contract in providing an education.

Redacted - Business Sensitive

Redacted by HELP Committee

at 027

From: Redacted by HELP Committee at HQ
Sent: Monday, March 06, 2006 7:53 AM
To: Redacted by HELP Committee at 027
Subject: RE:
Redacted by HELP Committee

I think your letter looks fine. This student will probably attempt to raise his complaints here, but I'm going to tell him the same thing you did.
Thanks,
Redacted by HELP Committee

Student Relations Manager
ITT Educational Services, Inc.
13000 N. Meridian St.
Carmel, IN 46302
Redacted by HELP Committee

From: Redacted by HELP Committee at 027
Sent: Friday, March 03, 2006 4:57 PM
To: Redacted by HELP Committee at HQ; Redacted by HELP Committee at HQ
Subject:

I received a formal complaint from one of my students. I have attached a copy of the complaint in a pdf file as well as my response for your review. Please provide me with any changes you feel appropriate. Thanks for your help.
Redacted by HELP Committee

Director
ITT Technical Institute

8911 Columbine Road
Eden Prairie, MN 55347

2042 Wooddale Drive
Suite 250
Woodbury, MN 55125
www.itt-tech.edu

3/6/2006

Redacted by HELP Committee

at 027

From: Redacted by HELP Committee

Sent: Monday, March 06, 2006 12:20 PM

To: Redacted by HELP Committee

Subject: RE:

Redacted by HELP Committee

thought this was a good first draft, but suggest that you put some additional detail around the responses to the student's allegations of inadequate instructors. Specifically, I would include the instructor names, and for the September 2005 course, the metrics from the student surveys show that 80% of the respondents favorably viewed the instructor's performance.

Also, I noticed on the transcript that the student received "TR" rather than "CR" for one of the test outs.

Redacted by HELP Comm

From: Redacted by HELP Committee
Sent: Friday, March 03, 2006 4:57 PM
To: Redacted by HELP Committee
Subject:

I received a formal complaint from one of my students. I have attached a copy of the complaint in a pdf file as well as my response for your review. Please provide me with any changes you feel appropriate. Thanks for your help.

Redacted by HELP Committee

Director
ITT Technical Institute

8911 Columbine Road
Eden Prairie, MN 55347

2042 Wooddale Drive
Suite 250
Woodbury, MN 55125
www.itt-tech.edu

ITT Technical Institute
ITT Educational Services, Inc.

ITT

March 6, 2006

Redacted - Business Sensitive

This letter is in response to your email that was received at the college on February 22, 2006 regarding a request for a refund of your tuition. According to your letter, there are four primary reasons as to why you feel you should receive a refund on your tuition. I would like to address each item individually.

First, you stated that the faculty at ITT Technical Institute were not qualified. The entire faculty at the college meet the standards set by the Minnesota Office of Higher Education and have been approved by the office. In addition, all of the faculty that teach at the college meet the standards set by the Accrediting Council of Independent Colleges and Schools (ACICS), which is the accrediting body that accredits the college.

Second, you have commented that the courses that you enrolled in were not challenging enough for you. When a student brings previous experience to the college, we will provide the student with credit if the student is able to successfully demonstrate that they have the knowledge. I understand you were given the opportunity to demonstrate you had the knowledge for a particular class; unfortunately, you were unable to successfully pass the test. Therefore, it was concluded that you did not have all of the necessary knowledge to advance in the curriculum. We do this to ensure that our students are coming into our courses with the necessary skills to be successful.

Third, you addressed a concern about your "Intro to OS" instructor. The instructor that you refer to I can only assume to be Redacted by HELP Committee who does meet the qualifications of both the Minnesota Office of Higher Education and ACICS. In addition, he has had several years teaching technology in a college setting and has several years of industry experience to bring to the classroom. After having received your letter, I also reviewed Mr. Redacted by HELP Committee student surveys from September 2005 quarter (survey results from the December 2005 quarter are not available yet), and found that 80% of the students surveyed stated they "Strongly Agree" or "Agree" with the statement that they were "satisfied with my instructor in this course."

Lastly, you said in your letter "when I talked to the dean the first time I was told that the reason the teachers are of poor quality is because they have a very limited selection of people to choose from." In talking with Redacted by HELP Committee, Dean, she told me she had explained to you the process that the college goes through in hiring faculty (several interviews, mock teaching demonstration and complete background check) and that our goal is to hire the best instructors possible.

I am sorry that you were not happy with your education at ITT Technical Institute; however, based on the information I explained above, I do not believe a tuition refund is in order.

I wish you the best of luck in your future endeavors.

Sincerely,

Redacted by HELP Committee

Director

Redacted by HELP Committee

From: Redacted by HELP Committee at HQ
Sent: Friday, March 10, 2006 7:09 AM
To: Redacted by HELP Committee at 027
Subject: RE: Redacted Business Sensitive

You should let him know that he would need to contact compliance, but we were the individuals that wrote his letter and we don't see any reason why he would receive a refund. He will not receive any type of refund and we would basically write him a letter stating that you've already responded to his issues, he doesn't make any new claims therefore his complaint is closed. He's not going to get anywhere with this.

Redacted by HELP Committee

Student Relations Manager
ITT Educational Services, Inc.
13000 N. Meridian St.
Carmel, IN 46302
317-706-9302
317-706-9385

From: Redacted by HELP Committee
Sent: Thursday, March 09, 2006 5:36 PM
To: Redacted by HELP Committee
Subject: Redacted Business Sensitive

I just received a voice message from Redacted Business Sensitive saying he received my letter and we didn't meet our end of the agreement and he wants to talk to the next person up. What is the process from here? Do I refer him to you?

Redacted by HELP Committee

Director
ITT Technical Institute

8911 Columbine Road
Eden Prairie, MN 55347

2042 Wooddale Drive
Suite 250
Woodbury, MN 55125
www.itt-tech.edu

3/10/2006

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc.
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ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	5/6/2006	Target Due Date:	5/18/2006
Received Date:	5/6/2006	Response Date:	5/9/2006
Logged Date:	5/8/2006	Close Date:	5/9/2006
Category:	Complaint	Days Open:	1
Source:	Email		

Location:	Henderson
	School: HEN · District: SW · State: NV
Complaint Code:	General administration
Functional Department:	Director/Administration
Complainant & Profile:	Redacted - Business Sensitive · Student
Student Name:	
Other Contact (Agency/Firm):	
Final Disposition:	Unsubstantiated · Detail: · Close letter/explanation sent

Complaint Summary:	Student Redacted - Business Sensitive submitted a post to the Yahoo! Message Board for ITT/ESI in which she alleged dissatisfaction with the school's administration and the decision to move her BSBA program online.
Complaint Narrative:	Redacted - Business Sensitive post on May 6, 2006, reads: "I enrolled at this school about a year ago. In the business program. The director of the Henderson campus scheduled a meeting to meet with me and all the other students in my program. When I arrived to the meeting, the reseptionist told me to sit and wait. I sat for 30 min. as the receptionist and another faculty member stared and whispers about me. After that I got angry and left. When I went to class that night I met with the director. The director tells us all of our classes are going online. He says he is cancelling our program. He tells all of us this right before we are suppose to have a test in consumer behavior. The online teachers do not know anything about the subject they teach, at least that has been my experience. The online teacher can not answer simple questions, instead they insult you and tell you to refer to the book. The Dean at the Henderson campus went to the restroom and started gossiping about the situation and talking trash on the programs chair person. This is a horrible school. The faculty hates their job. All the students in my program are very unhappy with the school. No one I know will ever attend this school."
Resolution Summary:	The school catalog clearly provides that the courses comprising the Business Administration bachelor's program may be taught

	completely online over the Internet as a distrance education course.
Resolution Narrative:	Director Redacted by HELP Committee addressed Redacted - Business Sensitive 's concerns about the delayed meeting by explaining that: (1) he had an earlier meeting with one of her classmates overrun its allotted time; and (2) the secretary and receptionist were whispering because they wanted to be sure that he knew she was waiting. Mr. Redacted by HELP Com apologized for any inconvenience or perceived discomfort Redacted - Business Sensitive may have experienced while waiting to speak with him. Mr. Redacted by HELP Com also explained that the school's decision to move the remaining BSBA students from resident to online courses was specifically permitted in the CURRICULA section of the school catalog. However, the student's concerns regarding the movement to the online learning environment were deemed moot when the Chair for the School of Business, Redacted by HELP Committee was able to devise an alternative solution in which the remaining BSBA core courses would be offered as resident courses. Further, Redacted - Business Sensitive, was advised that while the new scheduling may result in a slight delay in graduation, her BSBA courses would continue to be offered in the evenings and the remaining BSBA students could attend the same classes.

ITT Technical Institute
ITT Educational Services, Inc.

ITT

May 9, 2006

Redacted - Business Sensitive

Re: Your complaint concerning the BSBA program switching to online.

Dear Redacted - Business Sensitive

Complaint about online courses and your desire to not switch to online

I again apologize for your having to wait for my meeting but as you are aware I had meeting with one of your classmates and I was not in a position to remove myself. I had been misinformed as I was told you aware of this meetings running late. During our conversation on May 4th I indicated that I was going to move the remaining BSBA students to all online classes. You were unhappy about the decision and indicated that moving online was not a viable option for you as you have been unhappy about your previous online experiences. I also told you that Mr. Redacted by HELP Committee was working on an alternative solution and if viable I would share that with you this week. Based on Mr. Redacted by HELP Committee efforts your classes will not be moved to online. Mr. Redacted by HELP Committee plan will allow all remaining BSBA students to attend the same classes. There may be a slight delay in graduation but your BSBA courses will be in the evenings and the classes held in residence. Your General Education course(s) will be online during the June 2006 term. Your remaining General Education courses may or may not be online in the future.

I am sorry our conversation upset you before your exam. I had no knowledge of your exam and I let each student choose their meeting date in advance with several days to choose from. I have always altered my scheduled to meet the student needs. In the future if we have a planned meeting and you wish to reschedule I will always accommodate your request.

Online course issues

As we discussed in our meeting that we have local resources to assist you with your online courses. If you are struggling in a course or with an instructor please speak with Redacted by HELP Committee or Redacted by HELP Committee Both of these individuals will help you resolve any issues you may have.

168 N. Gibson Road, Henderson, NV 89014-6712
Telephone: (702) 558-5404

May 10, 2006

Redacted - Business Sensitive

Re: Your complaint concerning the BSBA program switching to online.

Dear Redacted - Business Sensitive

I appreciate the opportunity to respond to your concern about courses in the Business Administration, Bachelor of Science Degree program ("BSBA") at ITT Technical Institute Henderson being taught completely online over the Internet as a distance education course. I also would like to restate my earlier apology for any perceived discomfort you experienced while waiting to speak with me earlier this month regarding this matter. Unfortunately, a meeting with one of your classmates overran its allotted time, and I was unable to maintain my planned schedule.

<u>School's Discretion to Teach Courses Online</u>

As you may realize, students' perceptions regarding the quality and value of any given online or residence course can vary greatly. However, one of the goals central to the operating philosophy of the ITT Technical Institutes is that "[e]ach curriculum will integrate technology, lifelong learning and professional development activities. Curricular Integration can help students connect the entire learning process to their lifetime career goal" (*see* Henderson 2006 school catalog, inside back cover). ITT Technical Institutes therefore offer a variety of courses that integrate Internet technology into the course curriculum, recognizing that such proficiency is essential in today's every-changing business model.

During our conversation on May 4, 2006, I had indicated that the remaining BSBA students would be moved to online courses, as specifically permitted in the CURRICULA section of the BSBA program of the school catalog (*see* Volume 25, page 10). As expressly disclosed in the catalog, each Core, General Education and Technical Basic course is followed by a "+" or "++" symbol, indicating that the course "may be taught either completely in residence at the school, completely online over the Internet as a distance education course or partially in residence and partially online, as determined by the school from time to time in its discretion." In response, you said you were unhappy with that decision and explained that moving online was not a viable option for you because of previous, unsatisfactory online experiences.

Redacted by HELP Committee

May 10, 2006
Page 2 of 2

As you may also recall, during our meeting earlier this month I also told you that our Chair for the School of Business, Redacted by HELP Committee was working on an alternative solution and if viable I would share that with you this week. I am pleased to inform you that based on Mr. Redacted by HELP Committee efforts your remaining BSBA Core courses will **not** be taught online, and the remaining BSBA students will be able to attend the same classes. Although this scheduling may result in a slight delay in graduation, your BSBA courses will be offered in the evenings and the classes held in residence at the school.

Please note that students at ITT Technical Institute Henderson will have their General Education course(s) taught completely online during the June 2006 Quarter. Effective with the September 2006 Quarter, the school will review this decision and make a determination as to whether future General Education courses will be taught either completely in residence at the school, completely online over the Internet as a distance education course or partially in residence and partially online (reserving the school's discretion to change this determination from time to time).

Dean and Faculty Issues

You also raised several allegations in your recent post to the Yahoo! Message Board for ITT Educational Services, Inc., that concerned Dean Redacted by HELP Committee school faculty and other students in your program of study. Although I will not be able to speak with Ms. Redacted by HELP until she returns to work later this week, your statements about the faculty being unhappy are surprising and inconsistent with the feedback provided by faculty members and staff via a variety of confidential methods. Likewise, information and average scores received from student surveys consistently rate the school and instructors very high. I would appreciate any comments or suggestions about ways to improve your educational experience, and would also welcome the opportunity to investigate and resolve any other specific issues of which you may be aware.

As a final consideration, I am sorry our conversation upset you before your exam. I did not have any knowledge of your exam and had intentionally allowed each student to select their own meeting date and time in advance to avoid any potential conflicts. I have always maintained an "open door" policy for all students, and attempt to keep a flexible schedule to accommodate the unexpected or unplanned events which frequently arise.

I wish to thank you for candidly expressing your concerns and I encourage you to contact me with any other issues you would like to discuss. Please feel to call me or stop by my office anytime.

Sincerely,

Redacted by HELP Committee

Director

ITT

ITT Technical Institute
ITT Educational Services, Inc.

Dean and Faculty Issues

I will not be able to address your issues with the Dean until I speak with the Dean. Ms. Redacted by HELP will not be returning to work until Thursday May 11, 2006. Your statements about the faculty being unhappy are surprising. The feedback I have received from faculty is the morale has never been higher and the faculty and staff have a variety of confidential methods to express any concerns they may have. I am available to hear your suggestions to improve your experience. I read the student surveys and the average scores rate the school and instructors very high. If you have any specific issues please let me know and I investigate and resolve any issues you may have.

I wish to thank you for expressing your concerns and I encourage you to inform me of all issues or concerns you may have. Please feel to call me or stop by my office anytime.

Sincerely,
Redacted by HELP Committee

Director

168 N. Gibson Road, Henderson, NV 89014-6712
Telephone: (702) 558-5404

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Redacted by HELP Committee

Dear Cavanaugh,

After meeting with you in regards to my concerns about my experience at ITT-Tech, you had asked me to write a letter expressing the specifics of my concerns. It's not that I intended to put off writing that letter to you, I wanted to be able to fully focus myself on my studies and hopefully avoid any distractions that would cause me further concern. Being the first person that ever attended college in my family was a huge step for me. Most of my life I settled for what I could do to get by since I didn't finish high school, as most others do. My son had just died, I was living on my own, and the last thing on my mind was dealing with the daily life of being a high school student. To be honest with you, I had no ambition, no desire to make any improvements in my life, and my only day to day motivation was to quickly find the bottom of a bottle somewhere to try and numb the pain. That was my plan, to keep going that way until I couldn't feel anymore. Little did I know someone else had other plans for me that I would soon find out. Six months down the road I found out I would be having a baby girl. She's not just my daughter, she saved my life. I don't think I would be here today, if she had not come along. She was my ultimate encouragement to finally get my general education diploma, and has always been supportive of me furthering my education. In January I had reconstructive surgery on both of my legs, and almost lost my right leg. But off I went 300+ stitches in each leg, to sit through an eight hour test to get that diploma. I will never forget laying in that hospital bed and getting the call from my mom that I passed. All I could do was cry. It was the first time in my life my family had actually acknowledged something good that I had accomplished. I remember starting to see the commercials on television about the School of Criminal Justice. I couldn't stop thinking about it. I wanted to be part of it, so badly. So I made the call to the school to ask for information. That is when I was connected to Redacted by HELP Committee Redacted by HELP Committee spoke so highly of the program and scheduled a time for me to come in and tour the facility very quickly. He told me how the teachers at ITT are the actual tutors that help the students out if they need it. He also told me how I would be in classes with all of the other Criminal Justice students, not students that were there for other degrees. He opened the program book to the page that showed the required credits and classes for the Criminal Justice program and highlighted certain information, and gave me a tour of the facility. I took the required test to apply for admission to the school and passed it. So Redacted by HELP Committee had talk to financial aid, and schedule an appointment to come back in and sign all of the paper work. I was given a schedule, and within a few days, I was attending classes in the Criminal Justice program. I made it very clear to him that I had never attended college, checked into attending college, and knew nothing about how things went when attending college. I also expressed concerns about what math classes I would be required to take, due to the fact that I probably had the least experience with math. That is when Redacted by HELP C went into a story about how he had formerly been a dish washer in a kitchen, and how even though he knew the math class he was taking in college was difficult, all he had to do was get through that one class and that would be all he had to take. That is exactly what Redacted by HELP Committee said to me, in regards to the math that I would be required to take, that it would be one general math class and I would be done with it. Apparently that wasn't correct, because when I began classes, I was placed in Problem Solving. Problem Solving is not considered to be a math class, yet from day one, it's nothing but algebra equations that many times took up the entire whiteboard for the instructor to find the answer. I was absolutely terrified, but I asked for help from the beginning, because I did not understand the work I was being asked to do. Rarely I would get some assistance from the instructor, other times I would just be told, "Oh, you know more than you think you do", or "Just go talk to the librarian". That doesn't seem to add up to what I had been told about how the instructors were the tutors for students that needed help. But still, I spent numerous days that I didn't even have class, at the facility, in the library asking for help. Eventually I spoke to Mr. Redacted by HELP after being pulled into the Dean's office while she had stepped out, by Redacted by HELP Committee telling me that I needed to watch who I spoke to, and how the people I was talking to weren't my friends, that they were coming back to him and saying I was agitating them. I had been sitting in the library, alone. Not one person was in there with me that day, until three students walked in that I had seen around now and then. They sat down at the table I was at, at their own free will, not because I asked any of them to. Mr. Redacted by HELP Comm told me that he would help me and offered to tutor me on Thursday's or Friday's. So even though I had to make arrangements to do so on Friday's, I came in on those days for the help that I needed so badly. But each time I did, he would be busy with a group of guys, working on Physics. So it was a waste of my time. Mr. Redacted by HELP did have me do an assessment on the computer for him, and it would not even allow me to do the types of math equations that the class I was in was all about. It said I wasn't ready yet. Mr. Redacted by HELP asked me if I knew I would need to use this type of math in my daily work, and I told him no, not that I was aware of. His response was, "Then why do you care?" Why do I care? Maybe because I'm paying $405 per credit hour to take a class that I have to pass either way? I do appreciate that Redacted by HELP Committee called me to offer to help me on my final project for Problem Solving, but I had been asking for help for so long, that by then, if I took the time to meet with her to do that project, I would not have been able to complete my other two projects. It was all like attending a school of lies, instead of a school of education. When they gave me my schedule of classes, I didn't know they changed each quarter, or that you have to renew information with financial aid each quarter. Yet your answer to my concerns when I came to see you, Dean Redacted by HELP Committee were that I should have "assumed" certain things, and that I would have to "learn" certain things as an adult attending college. I can honestly tell you now, had I ever "assumed" that any of my instructors would advise me to go take some classes at Sylvan, I would never have bothered attending school at ITT. In so many ways I feel like my life's dream has been ripped right out of my hands. Just because I didn't know every aspect of being a "college student" .To have one of my instructors tell me that they were hesitant to pass me because they knew it would only be more difficult for me in the next classes was very hurtful. Especially since I knew I had asked repeatedly for help in their class. I had two other instructors look at the instructions for my Problem Solving final project, and they themselves said that the directions were so vague to them, that they didn't know how to help me. For the cost to attend school at ITT, the one thing that I would "assume", would be that there would not be so much misleading information being given to students, and that the education received would actually be useful. I may have only been there one quarter at this point, but so far I can honestly say all I truly learned were a few different stories about laws in different states, and how to use power point. During one day that I was in one of the computer labs doing some work, I overheard two instructors having a bit of a loud discussion about how they felt the students were so mislead when they were signed up to attend classes. I didn't say anything, but it certainly confirmed that I'm not the only one that feels this way. I've been told both sides of the story that Redacted by HELP Committee does get money for getting students to sign up, and I've also been told that he doesn't. Regardless, he lied to my face; mislead me about every aspect of being a student at ITT, other than the fact that it's a square building, and how happy he is not to be washing dishes still. It's ironic how the student handbook says that if a student expresses concerns, whether it be written or oral, that they will receive a written response. But of course I've received nothing, other than my new schedule in the mail, which wasn't what I was told my schedule would be for next quarter. Perhaps just something else I should have assumed.

Thank you for your time,

Redacted - Business Sensitive

Redacted by HELP Committee

ITT Technical Institute
ITT Educational Services, Inc.

June 13, 2006

Redacted - Business Sensitive

Dear Redacted - Business Sensitive

This letter serves as official acknowledgement that I have a received a copy of the letter you gave to Redacted by HELP Committee Dean of Academic Affairs, on or about June 5, 2006. From our follow up conversation on June 7 you had determined, based on a number of conversations with instructors, the Dean, the Associate Dean and me, that is was in your best interests to withdraw from ITT Technical Institute effective at the end of the March 2006 quarter. In several phone conversations with me you expressed frustrations about our activities and processes and, as your letter states, ultimately chose not to participate in several proposed review and tutoring-type sessions with Redacted by HELP Committee or me.

Additionally, I confirmed that the scheduled disbursements of Title IV funding (Pell grant and loans) for the June quarter were cancelled and/or returned. Your current account shows that a total of $2,141.78 (combined Stafford subsidized and unsubsidized loans) was refunded. I have included a copy of the *Refund Verification Report* for your review.

I have valued your candid feedback and comments about our recruiting process, your classroom experiences, curriculum objectives, and recommended changes. If I can be of further assistance do not hesitate to call me.

Sincerely,

Redacted by HELP Committee

Director

Enclosures

CC: Student file

3781 Park Mill Run Dr., Ste 1, Hilliard, OH 43026-8110
Telephone: (614) 771-4888 Facsimile: (614) 921-4179

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	12/12/2006	Target Due Date:	12/23/2006
Received Date:	12/12/2006	Response Date:	1/15/2007
Logged Date:	12/13/2006	Close Date:	1/15/2007
Category:	Email	Days Open:	33
Source:	Email		

Location:	Little Rock School: LRK District: CT State: AR
Complaint Code:	Inadequate instructor
Functional Department:	Academic Affairs
Complainant & Profile:	[redacted] Student
Student Name:	
Other Contact (Agency/Firm):	
Final Disposition:	Valid Detail: Assigned new instructor

Complaint Summary:	Student [redacted] alleged one of his instructors was fired and ITT Technical Institute Little Rock did not provide a replacement.
Complaint Narrative:	Mr. [redacted] submitted a complaint via the "Student Portal" that read: "I am an 8th quarter TPM student; I have been at ITT for just about 4 years. Now I have a huge problem. I have no teacher. It seems that ITT has yet again fired a teacher that plays a very important role up there with out a replacement. Therefore, there was a class full of students up there last night and not one person knew what was going on. Now this seems a little much for me, this school teaches us about being responsible, and how to be professionals and then leaves a whole class standing in the hallways with out a phone call, email, nothing. So since ITT won?t get a hold of us, and yes I have called, sent emails, and yet nothing has been returned, then I will get a hold of you all. What do we need to do? Please let us know, there is only a few of us and I have there names, email address, and some of there numbers."
Resolution Summary:	An instructor was not present for the scheduled class session of Mr [redacted] EC414 Capstone Project program course on December 11, 2006.
Resolution Narrative:	Dean [redacted] confirmed that the assigned instructor for the EC414 course, [redacted] had his employment terminated,

effective Friday, December 8, 2006. Although another instructor was initially scheduled to cover the evening course scheduled for the following Monday, the replacement instructor was forced to leave the school after his wife experienced a medical emergency.

As a result of this medical emergency and the disruptions at the Little Rock campus in mid-December, the school failed to have an instructor present for the EC414 evening course on Monday, December 11, 2006. Dean Redacted by HELP Committee confirmed that an explanation had been provided to the affected students, and the missed class session would be rescheduled to ensure that the minimum contact hour requirement for the course was satisfied. Also, effective January 8, 2006, a new instructor had been hired to teach out the remainder of the course during the current academic quarter.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	5/11/2006	Target Due Date:	5/21/2006
Received Date:	5/11/2006	Response Date:	5/16/2006
Logged Date:	5/11/2006	Close Date:	5/16/2006
Category:	Complaint	Days Open:	5
Source:	Email		

Location:	Youngstown School: YNG District: NC State: OH
Complaint Code:	Quality of education
Functional Department:	Academic Affairs
Complainant & Profile:	Student
Student Name:	[redacted]
Other Contact (Agency/Firm):	
Final Disposition:	Unsubstantiated Detail: Close letter/explanation sent

Complaint Summary:	Graduate [redacted] claimed that she has been unable to find a job since graduating from ITT Technical Institute Youngstown in September 2005 and is dissatisfied with the education she received.
Complaint Narrative:	[redacted] email to Director [redacted] stated: "already attended! Graduated Sept 2005-I want a complete refund! I have a year to request it! The education was horrible! It was a waste of my time and money! You can keep the money the governmnet gave you, but I want you to refund my student loans! all of them. Your school robbed me blind and the fact that your name is now on my resume employers won't even look at me! one even told me that ITT talks a bunch of hype up our *** Now, what are you going to do about this?"
Resolution Summary:	rector [redacted] provided a written response to [redacted] concerns, and the college's Career Services Department was ultimately successful in assisting the graduate obtain employment.
Resolution Narrative:	Significantly, with respect to financial aid, the student did not dispute the amount of her obligations, but was frustrated about having to repay student loans when she had been unable to obtain employment following her graduation. [redacted] was advised to contact the college's DOF, [redacted] if she was unable to begin repayment, and the school would assist her with filing for a deferment or forbearance.

ITT Educational Services, Inc.
Document 12, Page 2

[redacted] was informed of the school's attendance requirements, including the fact that students are required to regularly attend each course that the student is registered to take in the program in which the student is enrolled. With respect to the withdrawal policy, the graduate was advised that class attendance requirements are not excused by medical or other exigent circumstances, and that failure to attend any program course for a period of 22 consecutive calendar days would result in an administrative withdrawal.

Lastly, Mr. [redacted] documented the ongoing assistance the college's Career Services Department had provided [redacted] following her graduation. Fortuitously, several days after [redacted] complaint had been forwarded to the Compliance Department, Ms. [redacted] received a job offer as a result of being referred to a "Career Fair" at the ITT Technical Institute Pittsburgh. Mr. [redacted] also encouraged [redacted] to continue to work with DOCS [redacted] to pursue future employment opportunities.

Is this true?

Redacted - Business Sensitive

Response to Student Complaint:

The responses will follow the order in which they were received:

Correspondence received May 10, 2006, 7:28 am...

Complaint Summary Item 1...wants student loans refunded, and has a year to request it.

Response... If you are unable to begin repayment at this time, please call Redacted by HELP Committee, our Director of Finance at Redacted by HELP Committee He can help you file a DEFERMENT, which delays the student loan payment because you are not working. If you are working and cannot afford to begin repayment at this time, ask Mr. Redacted by HELP C about how to file for a FOREBEARANCE; neither negates your obligation to repay the loan, however, each is devised to allow the student more time to reach a position, wherein, they are better able to repay the loan. Additionally, the Director of Finance is not aware of any one year timeframes within which, student claims for refunds can be made.

Per Federal law, you as the borrower of the Student Loan are responsible to repay your loans on time (including interest, insurance, or origination fees) even if you are unable to get a job, or if you are dissatisfied with the education you receive. These responsibilities were explained to you in the Entrance Interview process when you began school, and you signed the form indicating this had been explained to you. The form is in your Finance file at the college.

Complaint Summary Item 2... the name of ITT on her degree is the reason employers will not look at her.

Response... The College makes no claim of guaranteed employment. Your signature on the Disclosure Statement for Computer Drafting and Design at the time you began your schooling, acknowledged your understanding of this on 8-3-2003. The form is in your Academic file at the college.

A review of our Career Serves file indicates you began working in a field related to Computer Drafting and Design two (2) weeks, prior to graduation. Your employer was EDP Consultants in Willoughby, Ohio, and you remained employed there until 12-05-2005 as confirmed by the company. The fact that you left, for whatever reason, does not preclude the fact you were employed before you graduated.

By your own admission in response to my e-mail confirming receipt of your complaint on May 10, 2006 at 1:08 pm, you were offered a second job in a field related to your degree, however, you made the decision to turn the job down. Thus, you have worked at a job, and turned down a second job related your degree within the first six months after your graduation. This reality casts doubt on, and contradicts your statement "employers won't even look at me."

On May 15, 2006, you were contacted to inform you that your resume had been sent to Redacted by HELP Committee an international company in the heating and cooling business. You have been and continue to be on the mailing list for weekly job openings. We understand you want something different/better. We will continue to help you accomplish this.

Correspondence received May 10, 2006, 1:08 pm...

Complaint Summary of first paragraph...faculty issues, time used not per understanding, cheat sheets in Math, $500 kit was included in the tuition and never used, books were awful/errors, Structural Drafting was eliminated before she started, Civil Engineering was not taught.

Response...

Faculty issues...It is up to the faculty, per ITT policy, to determine if a student has been in class a sufficient amount of time to be counted present. We do this because a majority of our students work, and cannot always get to class for the entire class period.

Time used not per understanding...Classes were scheduled for the appropriate amount of time.

Cheat sheets in Math...formulae sheets were permitted in Math and tolerances provided students in CDD. Major universities permit open book and note exams.

$500 kit was included in the tuition and never used.... Some items from the toolkit were used, i.e., scales were used to create and check drawings and the final exam questions students on this skill, irregular curves were used to layout curves for manual sketches, mechanical pencils with different leads (important in manual drafting) were used. Manual drafting (to include manual boards) was phased out of the curriculum as a result of less employer demand for these skills.

Books were awful/errors...The books were those required by the curriculum at the time, unfortunately, it is not uncommon for books to contain errors.

Structural Drafting was eliminated before she started...Structural drafting was never listed in the catalog, nor part of the curriculum, when you began school. All courses were clearly listed in the catalog.

Civil Engineering was not taught…our records indicate you received a grade of 95% for a plan and profile drawing for the ODOT (Ohio Department of Transportation); in addition horizontal and vertical curve calculations are both part of Civil Drafting. I therefore, do not understand your claim as it relates to Civil Drafting.

Complaint Summary of second paragraph…could not perform basic skills needed on entrance exam for surveying firm due to never having studied Civil Drafting at ITT, offered job at $8.00 per hour because she had no Structural Drafting background in AutoCAD, Recruiters guarantee jobs, failed to be notified of job openings (career fair), and wants refund.

Response…

Could not perform basic skills needed on entrance exam for surveying firm due to never having studied Civil Drafting at ITT…our records indicate a contrary position as it relates to teaching Civil Drafting. You admit a partial understanding of terms related to Civil Drafting in your complaint.

Offered job at $8 per hour because she had no Structural Drafting background in AutoCAD…Structural drafting was not listed in the catalog as a course of study when you began school with us in September 2003. You knew this before you began school.

Recruiters guarantee jobs…ITT requires that all students acknowledge that ITT does not guarantee jobs by having the student sign the Disclosure form for the program of interest before starting school. Your signature on the Disclosure form attests to the fact you knew the college did not guarantee employment before you began school. The form is in your academic file.

Failed to be notified of job openings (career fair)… Based on discussions with Mr. Redacted by HELP Committee, Career Services Director, our records indicated you began working in a field related to your program of study two weeks before you graduated and remained employed until 12-2005. Based on this knowledge, the CS department considered you employed and did not send you weekly job opening reports. Your name has since been added to the list of weekly job openings. Please contact Redacted or Redacted by HELP C to confirm we have your correct address. On 5-15-2006, we contacted to inform you your resume was sent to Redacted by HELP Committee, an international company in the heating and cooling business.

Wants refund…Federal law requires the borrower to repay the loan. Please contact Mr. Redacted by HELP Committee at Redacted by HELP Committee to file for a deferment, or forbearance, both of which can defer the beginning of loan payment now.

Conclusion…I am sorry your experience with us did not meet your expectations. You will probably not agree with some of my responses. I tried to answer your concerns, as I understood them, and did not speculate; some of your concerns were general in nature. Nonetheless, the college stands ready, willing and able to continue to work with you and we do understand your concerns. It is not uncommon that students, who are not employed, become concerned if they are not working when the time comes to begin repayment of student loans. Based on what you have been telling me, you are not confident in certain areas related to your degree program, and are therefore not confident in the interviewing process. We can choose to be contentious or work together to do something positive about it for you. I encourage you to keep the lines of communication open with our Career Services Department and with the faculty who stand ready to assist you. I would like to point out that other graduates who received the same education as you have been successfully placed in CDD related positions. We cannot help you, if you or the school, is not willing to work together. We are willing to continue to work with you, therefore the college will offer, at no charge the following;

A free re-take of a class or classes currently offered in the catalog, wherein you feel your skills may be lacking;

A one-on-one session with a faculty member agreed upon by both you and our Dean for the expressed purpose of learning to use all items in the CDD tool kit. Training can be facilitated by face-to-face (preferred style), e-mail or phone conversation;

Continued use of our Career Services Department personnel and resources to assist you in your Career Search in a field related to your degree.

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Saturday, May 13, 2006 10:06 AM
To: Redacted - Business Sensitive
Cc: Redacted by HELP Committee at HQ
Subject: RE: Complaints

...I am not focusing your entire complaint on the CDD faculty...faculty was mentioned by you in your complaint, correct?...I do not weight the complaint, rather I deal with each in the same way...I want to speak with all CDD faculty and one is out of town, thus I must wait until all are present...I wanted to update you on the status of my actions-

-----Original Message-----
Redacted - Business Sensitive
Sent: Friday, May 12, 2006 5:46 PM
To: Redacted by HELP Committee at 024
Subject: Re: Complaints
Redacted by HELP Committee

Please don't focus my entire complaint on the CDD instructors. Some of them, yes, they need a little improvement! The majority of my complaint is the curriculum. I am just not satisfied with the education we received. We had class 3 days a week, approximately 15 hours a week. I would say about 7 of those hours were actually spent learning something. I believe some very viable, crucial, need to know information was either, left out, forgotten about, or eliminated from the course. Not to mention the books we had to pay for! The books were useless, horrible refrence material, and full of numerous errors. Every quarter we had to fill out the surveys about the school. I don't know if you have access to those or not, but if you do, you will see what I, and many others, wrote about ITT. I thought for sure I would have been called on some of the stuff I wrote. I never was. Why is that? A school that "prides themselves on education and success", you would think that they would be more concerned with what their students feel, ansd say. I feel as though the students of ITT are just a number in the books and a huge paycheck. If we weren't then our curriculum and our concerns would have all been corrected! I think if you want to know more then you should contact some more of the students that graduated in September 2005, and I don't mean only the CDD program. A lot of my fellow students felt the same way I do, for some reason none of them spoke loud enough at the time, including myself.

Redacted - Business Sensitive

----- Original Message -----
From: Redacted by HELP Committee
Redacted - Business Sensitive
Cc: Redacted by HELP Committee
Sent: Friday, May 12, 2006 4:18 PM
Subject: Complaints

, I am still researching your issues...will not be able to meet with all CDD faculty until this coming Monday evening, as one faculty member is out of town...after I meet with them on Monday, I will e-mail you on Tuesday

Redacted by HELP Committee

From: Redacted by HELP Committee

Sent: Wednesday, May 10, 2006 2:39 PM

To: Redacted - Business Sensitive

Cc: Redacted by HELP Committee

Subject: RE: Your e-mail of May 10th, 2006, 7;28pm

...as I stated earlier, I will research all of your files...in addition, by your response to my earlier e-mail printed below, you have now added serious additional issues, which must be investigated in fairness to all...I will need to meet with each person you have identified to get their side of the story, which is the way I handle student issues...I do not make decisions without thoroughly investigating each one...am I to assume we are going to correspond by e-mail, if not, please correct me?..

-----Original Message-----
Redacted - Business Sensitive
Sent: Wednesday, May 10, 2006 1:08 PM
To: Redacted by HELP Committee
Subject: Re: Your e-mail of May 10th, 2006, 7;28pm

These are my concerns! I am just not satisfied with the education I received. I am not sure if you remember me or not, but I think we spoke once while I attended school. That was when gave me a 69% on my final comp paper. After receiving A's during her entire class, we had a disagreement, I then got that very low grade. Ms. read my paper and agreed with me that it was definitely a paper worth a higher grade. The issue was brought up to Ms. and Mr. Mr. informed me that " the instructors are the king of the classroom. They can do what they want. If you turn in a paper, whether it's turned in on time or not, they can choose whether they are going to accept it. If you show up to class and stay for an hour, they can choose whether or not to count you present." Those were his exact words, I will never forget that conversation! This complaint is nothing personal towards you! I feel what I learned there could have been learned in 8 months max. More than 50 % of class time was play time. We were lucky if the instructors taught or "lectured" for more than an hour. The math classes, come on, what school lets you use 4 cheat sheets, full notebook paper size - front and back? That's not making anyone learn anything, that is an easy A. Don't get me wrong here, some of the instructors there really did try to teach the entire time, but they were far and few between. Let's talk about AutoCAD for a few minutes here. Here are a list of things I am unsatisfied with.

Included in my tuition, was that 500 dollar kit - that we never used! What is that all about?
The books were awful! Full of errors. You guys took the good books away, before we started. I was fortunate, and an instructor that actually cared gave me one or two of the good books!
Structural Drafting was eliminated from the program before I started. Why? Is that not necessary for a drafting student to learn?
Civil Engineering - We didn't do one ounce of civil drafting. I think it is necessary.

I feel as though I owe back all this money because someone taught me the basics of AutoCAD. I could have gone to a local JV and learned more about AutoCAD for maybe 600 dollars. I am not sure if you ever sat in on any of the classes, which if you did, an instructor might have actually taught something. The teachings were not of Associate Degree level. I don't deserve the degree I have. I am terribly sorry that I wasted two years of my life! But you can have the degree back! It is worthless. I went on an interview a while back for a survey firm. I was required to perform an AutoCAD skills test. I was given a chart, on it were some numbers listed under columns that included : tangent, delta arc, and a few more. The result would have been a portion of this plot map that I was to be creating. I sat there for 45 minutes, about to cry, not having a clue what to do, I almost walked out. Well, through my very basic education, I did learn what an arc was and a line, I knew tangent, so I decided just to pick a function and enter in the number. My plot plan was not right, close, but not right. Now don't you agree, had we done any drafting ion our Civil class, I may have had better success with that skills test? That was during my eighth quarter there at ITT. I went back to school and talked to some of my instructors about that test. Not one of them could tell me how to plug those numbers into CAD. Why is that? Now, just last week, I had an interview, with a structural drafting firm. I was offered the job. The job is an hour from my house and due to the fact that they only wanted to pay me 8 dollars an hour, I had to turn it down. They said due to my lack of knowledge in structural drafting and AutoCAD, that was all they could afford to pay me. Now, I am aware that I need to start in an entry level position, but come on, when you go to a college that charges over 30,000 dollars, you would think you'd have a top notch education! I was wrong in believing that ITT would give me that! I also want to bring up your career services and recruiters! Your recruiters guarantee ITT will find you a job. Wrong! That is false advertisement. I did not find out that was false until, probably my sixth quarter. Career services even acknowledged the fact that the recruiters say that, they also said the recruiters had to stop doing that. Now, as for Career Services, they know I am seeking employment. Yet they fail to update me when they have any possible jobs. A girl I went to school with gets calls all the time, I only receive them if they are returning my call! I wasn't even notified of the job fair that was recently held, I was told by the girl I graduated with, but not until the day of and about an hour before it started. Apparently there were companies there from my area. Can you explain why career services are not doing their job? Now, how do I get a refund, or at least get you to return my loans?

Redacted - Business Sensitive

----- Original Message -----
From: Redacted by HELP Committee
Redacted - Business Sensitive
Cc: Redacted by HELP Committee
Sent: Wednesday, May 10, 2006 12:02 PM
Subject: Your e-mail of May 10th, 2006, 7;28pm

Erin...I am in receipt of your e-mail, which arrived in the e-mail for Recruitment today...please be advised I am reviewing your files in an effort to better understand your concerns...in order to be sure I am addressing your concerns correctly, I have duplicated your e-mail as I received it today...

"I already attended! Graduated Sept 2005-I want a complete refund! I have a year to request it! The education was horrible! It was a waste of my time and money! You can keep the money the governmnet gave you, but I want you to refund my student loans! all of them. Your school robbed me blind and the fact that your name is now on my resume employers won't even look at me! one even told me that ITT talks a bunch of hype up our *** Now, what are you going to do about this?

Please confirm that these are your issues as you stated them...I have also alerted our compliance department about your issues...I will be more than happy to meet with you in person, communicate via e-mail, or talk by phone at Redacted by HELP Committee ..please advise your preference.

Redacted by HELP Committee

Director

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	2/22/2007	Target Due Date:	3/12/2007
Received Date:	2/28/2007	Response Date:	
Logged Date:	3/2/2007	Close Date:	
Category:	Complaint	Days Open:	0
Source:	Letter		

Location:	Arlington School: ARL District: TX State: TX
Complaint Code:	Quality of education
Functional Department:	Academic Affairs
Complainant & Profile:	Redacted - Business Sensitive Student
Student Name:	
Other Contact (Agency/Firm):	
Final Disposition:	Detail:

Complaint Summary:	Student, Redacted - Business Sensitive, alleges several issues with respect to the quality of education provided at the Arlington campus.
Complaint Narrative:	Student, Redacted - Business Sensitive, alleges that several of the classes he attended at the Arlington campus were inadequate due to untrained or unqualified instructors, the lack of any instructor in certain classes, the lack of book availability in other courses, and problems accessing equipment and software in others. Specifically, Redacted - Business Sensitive alleges the following: 1) His Scripting and Web Authoring class was inadequate due to instructor, Mr. Redacted by HELP Committee not teaching any HTML coding language and instead encouraging students to find code from other Internet websites and copy and paste said code as the student's own work. Furthermore, Redacted - Business Sensitive alleges that Mr. Redacted by HELP Committee installed a computer game on computers which were supposed to be used for students' final exam website demonstrations and spent the class period playing that game instead of evaluating student projects. 2) Redacted - Business Sensitive alleges that his Visual Design Theory class was inadequate due to the original instructor quitting the class two weeks into the quarter for another job, and the replacement instructor, Mr. Redacted by HELP Committee failing to properly train students on the use of Adobe Illustrator and Adobe Photoshop.

	3) Redacted - Business Sensitive alleges that his Interactive Communication Design I class was inadequate due to the fact that the class had no instructor for three weeks at the beginning of the quarter, and the software provided, Macromedia Flash, was not usable due to the school's Internet security. 4) Redacted - Business Sensitive alleges that his Audio/Video Techniques course was inadequaete due to the lack of access to a capture station for five weeks, making it impossible to perform any video editing. He alleges that the class complained of this situation to the Dean and no action was taken. 5) Redacted - Business Sensitive alleges that his Animation I class was inadequate due to the teacher's (not identified in the complaint) lack of subject matter knowledge about the topic and reliance on students to answer questions posed in class by other students. 6) Redacted - Business Sensitive alleges that his Professional Procedures and Portfolio Development class was inadequate due to the lack of preparation by the instructor (not identified in the complaint) in assisting students to conduct job interviews. Redacted - Business Sensitive also alleges dissatisfaction with the classes he is taking in the current quarter and the scheduling of said classes in such a manner that conflicts with his full-time work responsibilities.
Resolution Summary:	
Resolution Narrative:	

March 16, 2007

Redacted - Business Sensitive

Re: ITT Technical Institute – Arlington

Dear Redacted - Business Sensitive

Thank you for your letter, received in our offices on February 28, 2007, with respect to your concerns regarding your experience with the ITT Technical Institute in Arlington, Texas. ITT Educational Services, Inc. takes the concerns of all of its students very seriously and a full and thorough effort was undertaken, in conjunction with school Director Redacted by HELP Committee and Dean of Academic Affairs Redacted by HELP Committee to review each of your concerns regarding the Multimedia program of study and various classes and instructors at that location. The following is a summary of our findings as relayed to me by Dean Redacted by HE I apologize both for the delay in responding to your initial letter and for the length of this response, but I wanted to ensure that your concerns were addressed fully and accurately.

You alleged in your letter that your Scripting and Web Authoring I class was inadequately taught by the instructor, Redacted by HELP Committee and that the final exam included questions about the DreamWeaver software notwithstanding the fact that the software was neither installed on your classroom computers nor taught in classroom lecture. With respect to the DreamWeaver software availability issue, that concern has been resolved and a discussion between Dean Redacted by H and other members of your class indicated that the overall portion of the class time dedicated to DreamWeaver development was minimal and its effect on the exam was non-prejudicial. Therefore, I do not believe it likely that either your grade or your academic performance was materially impacted by the lack of availability of this software.

Mr. Redacted by H also confirmed that, after speaking with your class with respect to their exposure to HTML coding, he arranged for several workshops to be held prior to the final exam, on both Thursdays and Saturdays, as well as making sure that Mr. Redacted by HELP Committee would be available for private review sessions with students unable to attend the workshop sessions. However, it appears from our records that you did not choose to attend any of the workshop sessions offered, and these workshops had minimal student attendance and were eventually cancelled for lack of student interest in pursuing them.

Mr. Redacted by HE assures me that, with respect to the DreamWeaver, Photoshop and Visual Design Theory/Interactive Communication Design I class deficiencies that you allege in your letter, he had arranged as appropriate to offer supplementary workshops and review sessions in each of these subject matter areas. Workshops on Adobe PhotoShop were offered by instructor Harkness and Mr. Redacted by H recalls that you expressed interest in attending one or more of those workshops but ultimately chose not to attend.

After a review of the school's internet security procedures, Mr. Redacted by H was unable to replicate any situation in which the school's security unduly interfered with the operation of Macromedia Flash per your allegations.

After a discussion with instructor Redacted by HELP Committee it was determined by Mr. Redacted by H that capture stations were available for student usage in the Audio/Video Techniques class; however, it is possible that these capture stations were not compatible with removable hard drives provided by the students. This is a personal hardware compatibility issue and as such is outside the control of ITT Technical Institute.

With respect to your concerns regarding the qualifications of the instructors for the Animation I and Professional Procedures and Portfolio Development classes, each of those instructors has been verified as having the necessary experience and professional or educational credentials to teach the course in question.

In summary, with the exception of the concerns regarding DreamWeaver software availability set forth above, which situation has been reviewed and corrected, we are unable after a full inquiry to substantiate many of your concerns. While it is the goal of ITT Technical Institutes to ensure the satisfaction of its students whenever possible, I do not believe that there is any additional corrective action which is required to be taken in order to address your issues. I do encourage you to continue to attend whatever classes and supplementary workshops are offered in order to maximize the value of your ITT education, and continue your ongoing dialogue with Dean Redacted by H and others in the school administration in order to ensure that the quality of your education meets your expectations.

If there is anything else I can do to assist you, feel free to contact me at Redacted by HELP Committee Redacted by H or speak with Director Redacted by HELP Comm or Dean Redacted by H

Sincerely,

Redacted by HELP Committee

Director of Compliance
ITT Educational Services, Inc.
13000 N. Meridian Street
Carmel, IN 46033

cc: Redacted by HELP Committee

To: Redacted by HELP Committee
From: Redacted by HELP Committee Dean
Arlington Campus

Date: 03/02/07

RE: Complaint from Redacted - Business Sensitive

Listed below are notes and facts addressing Redacted - Business Sensitive complaint filed on 2/28/07:

1. Scripting and Web Authoring course: The instructor, Redacted by HELP Committee taught this course. He had requested that the Dream Weaver software be installed in the computers. He requested this to our SST's several times. However, it never got installed. I found this out only this quarter. I addressed Redacted by HELP Committee on the subject matter and ensured that in the future, when it comes to student needs, that he was to make sure that he informed someone in Academics of his needs and not ever let it go unresolved.
I uncovered this issue this quarter when I talked with the last Multi Media class we have. They said that they did not get enough of the HTML coding because the software wasn't installed in the computers. So, I arranged workshops outside of their classes schedule to ensure they were introduced to the material. Mr. Redacted by HELP Com offered to conduct workshops on his own time to review anything they wanted to see from the course. I personally addressed this class and arranged for the workshops. They agreed on meeting on Thursdays, from 9:00am – 12:00pm and again on Saturdays, 9:00am – 12:00pm. I made sure that they also understood if they could not make these times, then they could talk with Mr. Redacted by HELP Com and arrange a private session also. The first week, no students showed up. The second week, only one student showed up. The third Saturday, there was a communication problem when I did not inform Mr. Redacted by HELP Co in time to arrange the 1st Saturday workshop (1/27/07). I called the two students who I was told showed up and apologized. Then finally, February 3, 2007, two students, Redacted - Business Sensitive, came to the Saturday workshop. After talking to them, they made comment that it really was not much to cover and that is was easy. They said they realized that the Dream Weaver part of the course was minimal.

At the same time, when I addressed this class, their other concern was that they had taken Photoshop several quarters back and they wanted a review of that software. We arranged for Mr. Redacted by HELP Com to offer a workshop as well. He did one workshop on February 17, 2007, where four students attended. When I went into the class to arrange that particular workshop, there were 9 students who expressed interest in coming, one of which, if I remember correctly, was [redacted]. We set the workshop up in the LRC and installed 10 stations of Photoshop. The students also know that they were welcomed to arrange workshop sessions with Mr. Redacted by HELP Com if they could not attend the scheduled ones. I talked with the students after this workshop and they said they may want to do another refresher for Photoshop next quarter.

2. I am not aware of any deficiencies in regards to the Visual Design Theory class they had under Mr. Redacted by HELP Co until they brought it up to me this quarter. Mr. Redacted by HELP C was our School Chair and was well versed using Photoshop. To address the students review needs, see the end of number one above.

3. I do not have any knowledge of our internet security system interfering with any of our course soft wares. I am not sure what this is in regards to, but will discuss with the school chair and our SST's.

4. The instructor, Redacted by HELP Committee did in fact take the capture station into the classroom during the quarter for several weeks. He had asked our SST if there was a way to allow students to use their own removable drives. The computer that they were using was from an older dell, and they were not capable with the existing capture stations. Redacted by HELP Comm our SST, told me that he did see students use the capture stations on

their as well. So the capture stations were available, but they may not have been compatible with their own removable hard drives.

5. I have not been informed of any difficulties or issues with their current Animation I instructor. I will discuss with the instructor and school chair.

6. I have not been informed of any issues in the Professional Procedures and Portfolio Development class. I know that the two instructors, Redacted by HELP Committee and Redacted by HELP Committee, who teach this course, have been doing so for at least 2-4 years successfully. I will discuss this also with his instructor to determine if there have been any problems.

7. Redacted - Business Sensitive was informed several quarters back, as were all students, that the days of the week are always subject to change from quarter to quarter.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

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Membership
- Members Only
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- Standards Of Membership
- Code Of Ethics
- New Members
- Member To Member Services

Complaint Response Verification:

Your submission was accepted. The following information was submitted:

required_COMPANY_NAME: ITT Technical Institute
required_CONTACT_NAME: Redacted by HELP Committee
required_CONTACT_PHONE: Redacted by HELP Committee
required_CONTACT_EMAIL: Redacted by HELP Committee
required_BUREAU_PERSON: Redacted by HELP Committee
required_CUST_NAME: Redacted - Business Sensitive
RESPONSE: It appears that Redacted - Business Sensitive complaint concerns the way the placement percentages are generated on our disclosures to new students when enrolling for their course of study. He comments that "this counting of people already in the field of study is misleading. ITT should report true numbers and not mislead people. This can be done by counting people already in their field of study, counting people who change their career fields with this education."

We do not believe we mislead students by including data of this kind in our employment metrics. Upon enrolling at ITT and before students start our courses, they sign a disclosure detailing previous year's graduate salary and employment information. This information discloses employment statistics based on whether the graduate had employable skills (graduated) and as a result were working in the field of study, a related field, or out of the field. The fact that a student works for the same company throughout his education and decides to remain with that company after graduation does not impact the knowledge the student gained in order to work in his field or a related field. His employment is included in the employment statistic calculation.

Many students enter our programs while they are currently employed in the hopes that upon graduation with a higher degree, they will be able to advance and earn a higher salary in the same organization. As a result of obtaining a degree many companies promote the employee to a higher paying job. Or, our graduates may seek work at another company. Regardless, they have completed the course and have the skills necessary to work in their field of study.

[redacted] obtained 2 degrees from us. He graduated with an associates degree from Computer Network Systems and in that class 15 students enrolled and 14 of them were employed. [redacted] continued on to our Bachelor program in Information Systems Security in which 20 students started and 17 were employed. Many of the students in [redacted] class of Information Systems Security were already employed in the field. After graduation many of them elected to stay with that same employer. Through our routine follow-up we documented that some of these students did advance to higher paying jobs within the same company. Since they were employed in their field, these metrics went into the employment calculation.

Since [redacted] Graduation in December 2005, we continued to assist [redacted] the same way we assist all of our graduates. We sent him regular emails with job leads, we made phone calls and left messages, and we mailed job lead packets weekly on opportunities that we found in the community that matched [redacted] skills. We have sent him hundreds of documented job leads of which [redacted] has not responded to us about the results of his follow through with these. We will continue to provide services to him. Our Director of Career Services, Redacted by HELP Committee is eager to continue assisting [redacted], and would welcome having him contact her to help him in any way possible. We are proud of [redacted] accomplishments and are here for him if he is in a position to need our services. We wish him the very best and hope to see him succeed.

Redacted by HELP Committee

Director
ITT Tech

radiobutton: radiobutton
Thank you for responding to the complaint from one of your customers. Your response has been
forwarded to the Bureau for processing. If you have any questions please feel free to contact us at Redacted by HELP Committee

Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Monday, February 12, 2007 11:13 AM
To: Redacted by HELP Committee
Subject: FW: Redacted - Business Sensitive Complaint

Importance: High

Redacted by HELP Committee

This is a complaint filed by the Better Business Bureau. Please read Redacted - Business Sensitive comments and give me any input you can about his Job search history. I guess I should also look at his transcript to see how well he did in school.

I will probably send it to corporate so they can get involved as well.

From: Redacted by HELP Committee
Sent: Monday, February 12, 2007 10:25 AM
To: Redacted by HELP Committee
Subject: Redacted - Business Sensitive Complaint
Importance: High

February 12, 2007

ITT Technical Institute
Redacted by HELP Committee

Boise, ID 83707

Re: Redacted - Business Sensitive

Dear Redacted by HELP Committee

Enclosed is a copy of a complaint we received from one of your customers. We recognize there are two sides to every dispute and as a neutral third party; the BBB would like to assist you and your customer in reaching a resolution outside the legal system.

We know that as a successful business person, you are aware of the importance of customer goodwill. We encourage you to contact your customer directly with your response to this complaint. We also request that you inform our office of your response. Please respond **within 15 days** to Redacted by HELP Committee via phone, in writing or by using our on-line response form. For the on-line response forms go to www.askbbb.org. Click on MEMBERS ONLY. Then click on ELECTRONIC RESPONSE. Put in the username which is response and your password **11238.** Then complete the response form.

As a reminder, the BBB provides mediation services to assist member companies and consumers with issues that are in dispute. Please contact our office immediately if you would like to utilize our mediation services in this situation.

Thank you for your time and cooperation in this matter.

Cordially,

Redacted by HELP Committee

BBB Consumer/Business Relations

Redacted by HELP Committee

Description for Complaint ID # 5014171

Redacted - Business Sensitive

ITT Technical Institute

Redacted by HELP Committee

Boise, ID 83707

Prior to enrollment at ITT; part of this process is showing what the placemant rate of various fields of studies are. For example, if a field shows 100% placement of students it it assumed that these students can get jobs with this education. During four years of enrollment the graduating class of ISS students had dropped to 8 or 9 people. The majority of these people were already working in their careers either at HP, or for family businesses. However, I was still working in my original field. Career Services does provide job leads, either businesses calling in, or email notification on jobs. During a discussion with Career Services they wanted me to register a business so that they could have 100% placement for this class. What I am finding out going to interviews is that in order to be employable i need to be certified and that these Associate and bachelors degrees will help you get a job in a call center. The complaint I have is that the way the placement percentages are generated (counting of people already in the field of studies) is misleading. ITT should report true numbers not to mislead people. This can be done by counting people already in their field of study, counting people who get a change their career fields with this education.

SETTLEMENT: Other (requires explanation)

SETTLEMENT EXPLANATION:
I have not decided yet. However, legal methods maybe an option

Redacted by HELP Committee

From: Redacted - Business Sensitive
Sent: Friday, January 12, 2007 5:11 PM
To: Redacted by HELP Committee
Cc: Redacted by HELP Committee
Subject: RE: Today's Meeting

Yes, Thank you so much as well, It was a pleasure dealing with you and Redacted by HELP as well, she is a great lady and a very Good director. Thank you to both of you for your support.

I will speak with my father tonight if possable and let you know about that.

Redacted - Business Sensitive

And when I get it completed anyone from ITT that wants to see the Cisco Test LAB I am building here, which will be multi platform so It should be pretty interesting and cool.

Redacted by HELP Comm

From: Redacted by HELP Committee
To: Redacted by HELP Committee
CC: Redacted by HELP Committee
Subject: *Today's Meeting*
Date: *Fri, 12 Jan 2007 15:49:10 -0500*

Redacted by HELP Comm

Thank you for coming by today so we could discuss the issue concerning your text book. I am glad that we were able to work things out to your satisfaction, and I hope that in the future you will bring any issues or problems that come up to me or the College Director, Redacted by HELP Committee as soon as they arise. I will also look into obtaining the supplemental study guide for your Cisco course, and let you know about it when you come in next week. As we also discussed, please let me know if you feel that you require a tutor for your class so we can arrange one.

I look forward to hearing from your father, and I hope he makes the decision to speak at our graduation ceremony on March 10, 2007.

Thank you again for the opportunity to work with you to resolve this issue. I wish you the best as you work towards your goal of graduation from your CNS program.

Sincerely,

Redacted by HELP Committee

Dean of Academic Affairs

Peggy Payne at 063

From: Redacted - Business Sensitive
Sent: Wednesday, January 10, 2007 7:55 AM
To: Redacted by HELP Committee
Cc: Redacted by HELP Committee
Subject: Wan Class ITT 320

Hello Mr. Redacted by HELP Committee

I have to bring an issue to your attention. I still do not Have books materiels for this class, I have spoken with Mr. Redacted by HELP and Redacted by HELP regarding this and have been waiting but still no books. It makes it very difficult to take a class when I have no materiels for that class.

Now even when I am finially givin a book I have been put at a severe disadvantage regarding this class, I will have to "Go BAck" and do all the labs and homework after the fact, The one test I have taken I got a 95 on, But I feel like I need to say something, I am sure I can still pass this class but To have to do it this way is a little upsetting considering the dollar amount these classes cost me.

Please help me rectify this situation as it is disturbing to me.

Redacted - Business Sensitive

To whom it may concern;

To say I am disturbed would be a massive understatement. We are in week 5 of this quarter and I still do not have books or software for this Class ITT-320. I would like to know what is going on here with the amount of money I am paying your school could at least live up to their end of the bargain. I suggested to ITT that they reschedule me for this class next quarter assuming they can get the materials. They said they would charge me for the class if dropped even though you school has put me in a very bad position because of this.

Not only am I going to speak with my attorney, a copy of this letter will go to the Virginia Dept. of Education, The US Dept of Education and ITT's corp. headquarters. Quite frankly this situation is unacceptable and quite disturbing to me and if we need to rectify the situation in a court of law than so be it, but if you think I am going to pay you for this you are crazy and delusional.

ITT needs to fix this situation and you need to fix it Now, if you do not I will look into all of my options up to and including a lawsuit. So you want to charge me for what? For ITT's incompetence and ITT's mistakes.

It will be Week 6 before you get me a book! Unacceptable at any level. You know I have a 3.7 GPA and am doing quite well, but your company and school has put me at an incredible disadvantage here and I am severely upset and disturbed by this.

I expect to have an answer very, very soon from you.

Sincerely,

Redacted by HELP Committee

Redacted by HELP Committee

4:05

cclStdMessage Stationery

Redacted by HELP Committee

Phone message – 1/10/07

From:	Redacted by HELP Committee
Sent:	Wednesday, January 10, 2007 5:12 PM
To:	Redacted by HELP Committee
Cc:	
Subject:	FW: Immediate Attention Required [redacted]
Importance:	High

This email is a follow-up of the message I left for Pe
around 4p.m. regarding [redacted] and his consta
proper instruction/tools needed to be successful.

[redacted] had his math class this morning. As he has a
current math teacher, and I discussed with h
extra attention to assure his success in passing the c
no secret to either of you. Both he and I have repeat
very matter was pre-discussed when [redacted] was inte
We were assured that every tool necessary for his su
told there were tutors readily available for students ar
scheduling one, etc. To date, we have found nothing,
times of being told by the two of you that you would h
continually fail to follow through. He has actually exp
inadequate, and appears to be quite short and uncon
situations that [redacted] feels requires his attention. Mr.
seems to be unavailable on a regular basis. [redacted] tri
Christmas break to talk with Mr. [redacted] about this matt
time, and he was unsuccessful in finding him at the school either time he was there.

He had a great tutor session with [redacted] / [redacted] appears to be a good teacher and knows how to teach so that the material is understanding to [redacted] Unfortunately, it appears that [redacted] is only there at times when [redacted] is not. We would like to request that one or both of you help coordinate tutor dates with [redacted] and [redacted] such that he can let his work place know ahead of time and schedule accordingly. He very much wants to be successful in passing this class. He has assured us that he is doing all he can to try and coordinate it and try to work with his teacher, but keeps finding road blocks that is creating a great deal of frustration for him. Today he approached the teacher for after-class assistance and apparently she was irritated by the fact that she had to tutor him, and made him feel like the should know it and not have to ask for further assistance. She even pointed out that she was not suppose to be tutoring her own teacher. We will not tolerate our young man being made feel like he's inadequate or can't ask for assistance when needed.

We are looking forward to [redacted] successful completion and graduation, and at this point, just want to help him get through it. We are rather exhausted with the constant badgering back and forth about getting the assistance, tools and instruction offered to [redacted] that we are paying for. We have been so extremely mislead with what we were initally told in our pre-admission interview would be offered our son, and what he is actually receiving, that we are about ready to give up and pursue legal action. We are at the point of taking all the paperwork/notes from that interview, our own experiences, and the experiences of other

- Comes home in frustration [redacted]
- We are giving no tools to get things done
- We are not making him feel good, comfortable, happy as student
- Tired of us having to call
- Feel not getting proper help in order to succeed in school

1/10/2007

student's that have shared similar frustration, and turning over to our family lawyer for his review and assistance in getting you to start doing your jobs and/or find some sort of restitution for our son.

This whole experience is suppose to be exciting and filled with hopes for the future. Instead it has been turned in to an exhausting nightmare that he can't wait to get out of. The career department is suppose to be guiding him through putting his resume on line and trying to help him find work in his field of interest. That has not been happening, due to him being told they are understaffed and overly busy. He was suppose to be getting a Bachelor's degree, and now has been told, "Oh no, we aren't offering that now". We were told our costs for classes would not increase during his term for the associates degree, but would when he began the bachelor program, and that was a big lie. It has been one misleading tale after the other. We are extremely frustrated and fed up.

At this point we want to know how you intend to do to immediately rectify the tutor situation and assist [redacted] in his successful completion of this math class?

We expect immediate attention to this matter. You have the contact information for both [redacted] and myself.

Redacted by HELP Committee

From: Redacted by HELP Committee

Sent: Friday, January 12, 2007 3:49 PM

To: Redacted - Business Sensitive

Cc: Redacted by HELP Committee

Subject: Today's Meeting

Redacted by HELP Committee

Thank you for coming by today so we could discuss the issue concerning your text book. I am glad that we were able to work things out to your satisfaction, and I hope that in the future you will bring any issues or problems that come up to me or the College Director, Redacted by HELP Committee as soon as they arise. I will also look into obtaining the supplemental study guide for your Cisco course, and let you know about it when you come in next week. As we also discussed, please let me know if you feel that you require a tutor for your class so we can arrange one.

I look forward to hearing from your father, and I hope he makes the decision to speak at our graduation ceremony on March 10, 2007.

Thank you again for the opportunity to work with you to resolve this issue. I wish you the best as you work towards your goal of graduation from your CNS program.

Sincerely,

Redacted by HELP Committee

Dean of Academic Affairs

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	5/14/2008	Target Due Date:	5/24/2008
Received Date:	5/14/2008	Response Date:	5/16/2008
Logged Date:	5/14/2008	Close Date:	5/16/2008
Category:	Email	Days Open:	2
Source:	Email		

Location:	Nashville
	School: NSV District: CT State: TN
Complaint Code:	Tutoring Availability
Functional Department:	Academic Affairs
Complainant & Profile:	Student
Student Name:	Redacted - Business Sensitive
Other Contact (Agency/Firm):	
Final Disposition:	Unsubstantiated Detail: Academic advising provided

Complaint Summary:	In a complaint through the Student Portal, Student Redacted - Business Sensitive er complains that tutoring is not available at the school.
Complaint Narrative:	In a complaint through the Student Portal, student Redacted - Business Sensitive states: "I really don't mean to complain but my biggest bone of contention with ITT is that oftentimes just when you need a little help with a course, no one is available to assist you. I would say, if there are no students available or interested in tutoring; Perhaps we could hire them from other places or work in conjunction with other schools to provide tutoring for their school an ours. I see that as a win, win situation. It would be very much like Fisk/Vanderbilt or Tennessee State/Vanderbilt. The benefitees would be the students. Thanks for listening. "
Resolution Summary:	Redacted - Business Sensitive r had not requested any tutoring outside of the normal tutoring hours. The Dean and School Chair have met with Redacted - Business Sensitive to outline tutoring options for her. The Student was satisfied with the result of the meeting.
Resolution Narrative:	Dean Redacted by [illegible], provided the following initial report as to an earlier meeting with Redacted - Business Sensitive "Around 2 pm today, Ms. Redacted by [illegible] asked me to assist a student (Ms. [illegible], who was at the front desk and seemed to be agitated about not getting any assistance from anyone in Drafting. When I

went to speak with her, I discovered that she didn't seem unduly upset. I told her that I would look for someone who could assist her while she waited in the lobby. Unfortunately, none of the qualified persons were in the building at that time. I assured Ms. Redacted - Business Sensitive that her concerns would be addressed, noting that two of the individuals who could help her would be in later this evening. She said that she understood that "these things happen." Nonetheless, I told her that I would make sure that Ms. Redacted by HELP the department chair, would speak to her about her needs tonight. I also asked about tutoring, but Redacted - Business Sensitive apparently not arranged for tutoring up to this point. She had two projects she needed advice on, but she waited until today (evidently) to seek help for these. Later, when I spoke to Redacted - Business Sensitive, she said that Redacted - Business Sensitive came by to ask for assistance, but that no one in Drafting was scheduled for that particular moment.

Later, I spoke again to Redacted - Business Sensitive in Lab 1 in order to emphasize that Ms. Redacted by HELP would talk to her tonight and arrange some assistance for her. I told her to check back with me if the results were not satisfactory. She seemed content with my remarks. I told her that, in the future, we will arrange tutoring outside of the posted hours if she will let us know in advance what she needs. She said that she understood and that she would do as I suggested. I think that what happened was that Ms. Redacted by HELP became unhappy that no one could help her at the last minute with a problem she encountered with a project."

School Chair Redacted by HELP Committee also met with Redacted - Business Sensitive to discuss tutoring and her academics. The Redacted - Business Sensitive was pleased with her discussion with Ms. Redacted by HE

A Redacted - Business Sensitive had not requested tutoring from the school, the above matter is closed as unsubstantiated.

Redacted by HELP Committee at HQ

From: Redacted by HELP Committee
Sent: Friday, May 16, 2008 12:42 PM
To: Redacted by HELP Committee
Subject: FW:

I'll stop after this one Redacted by HELP here is more info on Ms. from the other evening...

From: Redacted by HELP Committee
Sent: Friday, May 16, 2008 10:49 AM
To: Redacted - Business Sensitive
Cc: Redacted by HELP Committee
Subject: RE:

Redacted - Business Sensitive

I really appreciate your kind words and clarification on the events of that day. Redacted by HELP C and Redacted by HELP Committee have both said very encouraging words in regards to your work ethic and how you continue to push until you gain an understanding. You are one of the few students who truly take advantage of getting the most out of your education. I will agree that you started out a little rough but I also noticed that with each quarter that passes, you have calmed down and take constructive criticism much better and I appreciate your effort in doing so. Regardless of my title or position, I will always help you or any other student in any way I can, whether it be tutoring, advising or mentoring. Keep up the good work in your classes and I promise it will pay off when you get that degree.

Redacted by HELP Committee

From: Redacted - Business Sensitive
Sent: Friday, May 16, 2008 9:49 AM
To: Redacted by HELP Committee
Subject:
Importance: High

Redacted by HELP Committee

(this one is a little long....sorry, but needed to be said)

I didn't mean to cause any problems for you by asking for help. You and I had already talked as I explained to the staff. They were the ones in the dark and didn't even know it. I knew you had other things you'd planned to do and I was absolutely fine with that because I also sent Redacted by HELP C an email at the same early point during the day as I did you. After you and I spoke he was my next game plan. He never answered back or was available when I arrived at the campus. I checked with several folks (even Redacted by HELP Committee who was nice about helping me find someone as well). She can vouch for the fact that no one was upset. I think the person from corporate may have fueled that fire. However, Redacted by HELP Committee finally came and provided some assistance.

All that being said, while I journaled my day before bed last night, it dawned on me that I had not responded to you. That is to say that I just want you to know that I appreciate **ALL** help and guidance that you have provided in the past and I hope as well in the future. My goal in getting help is always the instructors first and you as a last line of defense due to your **BUSY** schedule. I understand and accept that because we often have to work at the **110%** level while many others are allowed the luxury to work at the **95%** level or sometimes even less. Enough said about that though. You know the full scope of that story. Just know that I have great admiration and respect for you as a department head at the college level. In many instances that is rare.

I do however look forward to learning all I can while I work toward completion of my degree at ITT and hopefully you will continue to be as helpful as you always have. Frankly, I cannot believe how far I have come in comparison to my days of yelling, cussing, and crying due to my lack of knowledge and understanding. That has and continues to change daily at ITT. I have some serious plans after this Associates degree and it is looking like "I HAVE A DREAM" is certainly coming to fruition for me. I appreciate you and all that have contributed to my current level of success. Thanks.

From: Redacted by HELP Committee
Sent: Wednesday, May 14, 2008 4:57 PM
To: Redacted by HELP Committee
Subject: Redacted - Business Sensitive
Redacted by HELP

Around 2 pm today, Redacted by HELP Committee asked me to assist a studen Redacted - Business Sensitive r) who was at the front desk and seemed to be agitated about not getting any assistance from anyone in Drafting. When I went to speak with her, I discovered that she didn't seem unduly upset. I told her that I would look for someone who could assist her while she waited in the lobby. Unfortunately, none of the qualified persons were in the building at that time. I assured Redacted - Business Sensitive er that her concerns would be addressed, noting that two of the individuals who could help her would be in later this evening. She said that she understood that "these things happen." Nonetheless, I told her that I would make sure that Redacted by HELP Committee the department chair, would speak to her about her needs tonight. I also asked about tutoring, b Redacted - Business Sensitive apparently not arranged for tutoring up to this point. She had two projects she needed advice on, but she waited until today (evidently) to seek help for these. Later, when I spoke to Redacted by HELP Committee she said that Redacted - Business Sensitive r came by to ask for assistance, but that no one in Drafting was scheduled for that particular moment.

Later, I spoke again to Redacted - Business Sensitive in Lab 1 in order to emphasize that Redacted by HELP Committee would talk to her tonight and arrange some assistance for her. I told her to check back with me if the results were not satisfactory. She seemed content with my remarks. I told her that, in the future, we will arrange tutoring outside of the posted hours if she will let us know in advance what she needs. She said that she understood and that she would do as I suggested. I think that what happened was that Redacted - Business Sensitive became unhappy that no one could help her at the last minute with a problem she encountered with a project.

It may be pertinent to point out that Redacted - Business Sensitive has in the past demonstrated a tendency to react emotionally and somewhat inappropriately to situations wherein she encounters frustration. Last June, at the request of the online dean, I had to talk to Redacted - Business Sensitive about her attitude towards an online instructor. Redacted - Business Sensitive interaction with the instructor is typified in the email below. In IRIS, there are several entries in which Redacted - Business Sensitive r has successfully sought for assistance from instructors and in which instructors have noted contact attempts and other communications.

That having been said, we will certainly follow up to provide Redacted - Business Sensitive with the appropriate level of service. I will let you know how we resolve the situation.

Redacted by HELP Committee

Academic Dean, ITT Nashville

E-mail sent to me 6/17/07: Posted By Responded By Date / Time Status Redacted - Business Sensitive 06/17/2007 18:45:35 Sent Category COMPOSITION II Subject About this course Question Mrs. Redacted by HELP Answer Redacted - Business Sensitive O.K. I will put a copy of this e-mail in your permanent file so the Dean receives a copy. * I am informing you that I am dropping your Composition II class. I took the liberty (LOL!!!) of perusing your course requirements. I do not have time to log into your course 3-5 times per week. I work a full time job, part time job and am carrying a full time load and only have to attend my on-campus classes 1x per week. I am allowed to complete assignments up to the point of the next class. The funny thing is, these courses are "MY MAJOR!!!" I give all those courses "EXTENSIVE TIME AND ATTENTION!" They require it, period. That is not to say that the study of english and its components have no importance. However, nothing in life is as important as this course appears to be. I understand the need to be appreciated for your level of education in this area, but you must realize that individuals will communicate whether they use the spoken word or sign language. that makes you a little expendable now doesn't it. The only point I'm trying to make here is that you should lighten up. Don't beat your students down. Life is too short to spend it being a sadist. Even if I choose masochism, I prefer that it be my choice. So, I am withdrawing from your course. Would love to take a beatdown, but got too many irons in the fire. Love ya, See ya, bye bye. \ Attachments

Excerpts, selected by the HELP Committee, from a larger document produced by the company

STATE BOARD OF CAREER COLLEGES AND SCHOOLS

Redacted by HELP Committee

January 27, 2009

Redacted - Business Sensitive

Dear Redacted - Business Sensitive

This letter is in response to the concern you filed regarding ITT Technical Institute ("ITT"). In your complaint, you voiced concern over your financial obligation and in particular the Montgomery GI Bill funding you thought you would be receiving. The Board initiated an investigation into this matter and reviewed all of the financial documents involved in your enrollment. In response to the Board's request for information, ITT submitted the attached response to the concerns you raised.

The documentation submitted by ITT shows that you completed one term with the school and withdrew late in the second term. When a student withdraws from school, the school is required to calculate a tuition refund in accordance with Ohio Revised Code § 3332-1-10 and the school may also be required to calculate a refund of federal loan money in accordance with applicable federal regulations. According to the refund calculations, your total financial obligation to the school for those two terms equaled $10,709.68. This tuition charge was financed through two loans for your education, one for $5,760.80 and one for $4,417.00. In addition to the loans that were used to pay your tuition costs, it appears that between March 2007 and July 2007, you received a total of six payments for veteran's education benefits in accordance with the Montgomery GI Bill to subsidize your tuition costs, totaling $6,808.33.

For students who receive Montgomery GI Bill funding, It is standard procedure for a school to set up loans or other funding mechanisms for a student before they begin classes. This is due to the fact that the GI Bill funds are dispersed directly to the student after the student has already begun classes. The school cannot control whether the student uses that money to reduce their student loan obligations or whether it is used for other purposes. As such, the loans that you applied for while you were enrolled at ITT were properly attributed to your tuition charges and it was within your discretion to use your GI Bill funds to reduce your loan obligations. There is no evidence that ITT is in violation of any law or rule under the jurisdiction of this Board.

ITT Letter
January 27, 2009
Page 2

Finally, I would also note that ITT has served 155 veterans during the last two years and during a visit to the school in December, the State Approving Agency for Veterans Training conducted a review of the ITT's administration of veteran's benefits and nothing out of the ordinary was noted.

ITT has offered to meet with you and your mother and assist you in exploring any deferment or forbearance options you may have with your lenders. If you wish to accept their offer, you may contact Redacted by HELP Committee School Director, to set up an appointment.

Sincerely,
Redacted by HELP Committee

Investigator

cc: Redacted by HELP Committee ITT Technical Institute
Redacted by HELP Committee Senator Sherrod Brown's Office

ITT

ITT Technical Institute
ITT Educational Services, Inc.

October 29, 2008

Redacted by HELP Committee
Ms.
Investigator
State Board of Career Colleges and Schools
35 East Gay Street, Suite 403
Columbus, OH 43215-3138

RECEIVED
NOV 03 2008
By_________

Re: Redacted - Business Sensitive

Dear Ms. Redacted by HELP

I am writing in response to your October 9, 2008 correspondence in relation to a complaint filed by a former student of our institution, Redacted - Business Sensitive I appreciate you providing me the opportunity to review and respond to Redacted - Business Sensitive's complaint.

As evidenced by the documentation Redacted - Business Sensitive provided to your office, I have previously reviewed Redacted - Business Sensitive claims and provided him with a response. My prior response is the August 15, 2008 letter he included in his package to you. Since receiving your correspondence, I have again reviewed this matter and cannot substantiate Redacted - Business Sensitive claims that a member of our campus made misrepresentations to him.

Enrollment and Financial Aid

In November 2006, Redacted - Business Sensitive enrolled in our campus's Information Technology – Computer Network Systems associate of applied science degree program. As requested, I have enclosed a copy of Redacted - Business Sensitive Enrollment Agreement. Redacted - Business Sensitive completed the December 2006 Quarter and then withdrew late in the March 2007 Quarter. It was not until his August 4, 2008 letter to our campus, which was over a year after his withdrawal from school, that I became of aware of Redacted - Business Sensitive claims.

In enrolling at our campus, Redacted - Business Sensitive met with Representative Redacted by HELP Committee and Financial Aid Administrator Redacted by HELP Committee Mr. Redacted by HELP Committee would have discussed available programs of study and other aspects of our campus with Redacted - Business Sensitive Ms. Redacted by HELP would have assisted Redacted - Business Sensitive in exploring his financial aid options and completing required paperwork and applications. As Mr. Redacted - Business Sensitive references an African-American woman, I believe he must be referring to Ms. Redacted by HELP

Upon receiving an August 4, 2008 letter from Redacted - Business Sensitive, I discussed his claims with Ms. Redacted by HELP Ms. Redacted by HELP stated she made no such statements to Redacted - Business Sensitive. Further, she could not recall anything unusual from her meeting with Redacted - Business Sensitive which could have led to such a discussion about VA benefits paying for his schooling. Rather, Ms. Redacted by HELP assisted Redacted - Business Sensitive in packaging his financial aid for his desired enrollment at our campus.

As I stated in my letter Redacted - Business Sensitive our campus does not make any representation or promise of aid that a student will receive. Such determinations are made by the agency providing the aid.

4750 Wesley Avenue, Norwood, OH 45212-2244
Telephone: (513) 531-8300 Facsimile: (513) 531-8368

The assistance provided is outlined in the Financial Assistance section of campus's Catalog which states in pertinent part:

> The school may, from time to time, provide the student with (I) information on federal, state and other student financial aid for which he or she may apply to receive and/or (II) estimates of the amount of federal, state and other student financial aid for which he or she may qualify, but: (a) the federal, state and other authorities, and not the school, determine the student's eligibility for any federal, state or other student financial aid; (b) the federal, state and other authorities, and not the school, determine the amount of any federal, state or other student financial aid the student may receive; (c) the student, and not the school, is responsible for applying for any federal, state or other student financial aid; and (d) the student, and not the school, is responsible for determining when and where to apply for any federal, state or other financial aid.

In meeting with [redacted] Ms. [redacted] assisted [redacted] in completing any required applications for Federal Financial Aid, such as Subsidized and Unsubsidized Stafford Loans, and for private loans. The estimated funding for his first three academic quarters of schooling was described in his Cost Summary and Payment Addendum (CSPA). I have enclosed a copy o[redacted] CSPA along with his entire finance file for your review. As seen in the CSPA, there is no expectation of a branch of the military or Department of Veterans Affairs (VA) paying for Mr. [redacted]'s schooling. Further, as evidenced in the enclosed documentation, [redacted] executed applications and promissory notes related to the loans he did receive as outlined under the CSPA.

Mr. [redacted]'s Charges and Funding

You have requested documentation related to the funding [redacted] did receive. As to this request, I have enclosed a copy of [redacted]'s Student Financial History. This document provides a detailed breakout of [redacted] charges and funding related to his enrollment. As was stated in his CSPA, [redacted] enrollment was funded through Subsidized and Unsubsidized Stafford Loans and a private loan which is noted as CALP loan on both the CSPA and Student Financial History. CALP stands for College Advantage Loan Program.

Veterans' Benefits

In your letter, you have asked how veterans' benefits are explained to potential students. Our campus does offer programs which are approved by the VA and allow eligible veteran students enrolled in those programs to receive VA benefits. A Financial Aid Administrator (FAA) may become aware that a student may be eligible for VA benefits while assisting the student through the financial aid process.

For example, a student completes a Student Profile relating to whether he or she is a Dependent or Independent student. In the Student Profile, the student is asked if he or she is a veteran of the U.S. Armed Forces and if he or she is on active duty in the U.S. Armed Forces for purposes other than training. Also, [redacted]eferenced a FAFSA form. The FAFSA is the Free Application for Federal Student Aid. A student completes a FAFSA in relation to the process of applying for

Federal Financial Aid, such as Subsidized and Unsubsidized Stafford Loans. Within the FAFSA, a student is again asked if he or she is a veteran of the U.S. Armed Forces.

Should a student have a question about VA benefits, the FAA will typically provide an answer if known or refer the student to resources from the VA such as 1-888-GIBILL1 or www.GIBILL.va.gov. Also, the FAA may assist the student in completing an application for VA benefits. However, as stated above, it is the student's responsibility to complete any application and submit it to the VA. A copy of Redacted - Business Sensitive Application for VA Education Benefits is included in the enclosed documentation. As evidenced by the application, Redacted - Business Sensitive applied for benefits under the Montgomery GI Bill.

In having programs approved for VA benefits, our campus has certifying officials established who perform certain functions related to VA benefits. These functions include providing information to the VA on the enrollment status of student approved by the VA to receive benefits. As part of this function, our campus periodically receives notices of payments by the VA to our students under the Montgomery GI Bill. These payments are made directly to the students and not our campus. Our records indicate Redacted - Business Sensitive received benefits from the VA totaling at least $6,808.

Refund Calculation
Next, you also requested a copy of Redacted - Business Sensitive's refund calculation. I have included Redacted - Business Sensitive Student Drop Refund Calculation worksheet with the enclosed finance file. As stated in his Enrollment Agreement, the applicable refund to which Redacted - Business Sensitive is entitled depends upon the calendar week in the program course during which the student withdraws.

As stated previously Redacted - Business Sensitive completed the December 2006 Quarter. As such, he was appropriately charged the full tuition. During the March 2007 Quarter, he withdrew from our campus. For each course in which he was enrolled during the March 2007 Quarter, Mr. Redacted by ITT last day of attendance was as follows:

Course	Start Date	Last Day of Attendance
GE127 College Mathematics I	March 12, 2007	April 23, 2007
IT103 Operating Systems	March 13, 2007	May 8, 2007
IT104 Introduction to Computer Programming	March 15, 2007	May 3, 2007

As evidenced above, his last dates of attendance in the three courses were all after the third calendar week. As such, Redacted - Business Sensitive was obligated for the full cost of each program course and any related fees. For the two academic quarters in which he was enrolled, Redacted - Business Sensitive total charges were $10,709.68 as outlined in the enclosed Student Financial History.

Again, I appreciate you providing me the opportunity to respond to Redacted - Business Sensitive complaint. However, as evidenced by the information summarized above, the facts do not substantiate that our campus misrepresented the funding for Redacted - Business Sensitive enrollment. Redacted - Business Sensitive's expected funding was clearly outlined in the CSPA and other finance documents he executed.

October 29, 2008
Page 4 of 4

To assi[redacted] and his mother, I and my Director of Finance would be more than willing to meet with them to explore and assist with any deferment or forbearance options they may have with their lender(s). However, the granting of any such option would be in the sole discretion of the lender(s).

ITT Technical Institute does not prey upon returning soldiers as has been alleged. We recognize the sacrifices that veterans such [redacted]ave made in serving in the U.S. Armed Forces. In fact, ITT Technical Institute offers the Daniel P. Weadock Military Grant for eligible students. As described in the school's Catalog, the Daniel P. Weadock Military Grant provides for a 10% reduction of tuition for qualifying students. N[redacted]otal tuition for the March 2007 Quarter was reduced as a result of the Daniel P. Weadock Military Grant. The total tuition discount for that academic quarter was $510.00.

Should you have any questions or require any further information, please do not hesitate to contact me.

Sincerely,

Redacted by HELP Committee

Director
ITT Technical Institute - Norwood

Enclosures

RECEIVED
OCT 08 2008
By

10/4/08

Dear Redacted by HELP Committee

Normally, a 26-year-old man doesn't need his mom advocating for him. But this is anything but a normal situation.

I expected my son [Redacted - Business Sensitive] be changed by his tour of duty in Iraq. But I could not have been prepared for the reality of those changes.

Ms. Redacted by I my son struggles on a daily basis with symptoms from PTSD (Post Traumatic Stress Disorder) and TBI (Traumatic Brain Injury). He suffers from bouts of depression, anxiety, headaches, nightmares, vision problems, mental confusion, insomnia, and many other symptoms. You have to pretty much "bottom-line" your conversations with him. He can't mentally process a lot of details. If you continue with your details, he is done with the conversation, unless you can return to a quick "bottom-line." It is my belief that the ITT Rep. may have quickly figured this out and taken advantage of the opportunity.

I remember when he called me from ITT because I was on my way out to an important occasion. He said the Rep. told him he needed a co-signor just so he could start school immediately, but not to worry about it, because the military was going to pay for everything, even give him money to live on and pay his expenses. He sounded so hopeful, something I hadn't heard from him since before the war. It was really hard for him to admit he couldn't continue going to school. He said, he just couldn't retain the material. It became too stressful for him to continue.

[Redacted - Business Sensitive] is a proud, young man. He is not looking for pity or charity. He is embarrassed that he believed what he was told by the ITT Rep. He could hardly come around me when he found out Sallie Mae was calling me for payment of his loan. Veterans with PTSD commonly isolate themselves from family and friends. This made it even worse.

As a mother and a human-being, I am outraged that this kind of predatory lending tactic is used on anyone, but especially on an American soldier who gave everything he had and almost lost his life many times, and who continues to suffer.

I will pursue this, on my son's behalf, until someone listens and forgives these loans.

Thank you for all of your effort, it is very much appreciated.

Redacted - Business Sensitive

Redacted - Business Sensitive

RECEIVED
OCT 08 2008
By ____________

10/4/08
Dear Redacted by HELP Committee

Thank you for inquiring into this matter of injustice. The following is [illegible] account of his ITT enrollment experience as transcribed by me, F Redacted - Business Sensitive his mother.

I can't remember the ITT Reps. name, only that she was an African-American woman. I told the Rep. I wanted to go to school, but the reason I couldn't go to school full-time was that I needed to work to pay for rent, food, bills, etc. She told me the Army would pay for the schooling and give me money to pay my expenses if I went to ITT full-time. And that she would run all of the paperwork through the school. She mentioned something about FASFA (federal aid for soldiers?). I promise you my complete understanding after talking with her was that, as a veteran, I could go to school full-time and receive expense money from the Army. So much so that, when the Rep. told me I needed a co-signor to be able to start school immediately, I called my mom, with the Rep. sitting right there, and told my mom that I needed her to co-sign so I could start school immediately. Because the Rep told me it would take a while to get the military funding. And the Rep. told me not to worry about it, that the loans would be paid for by the military. Now, the Rep was sitting right there, hearing me tell my mom what I believed to be the way it was, and the Rep. never once said, "No, I'm afraid you misunderstood," or anything like that. Why not?

So, when I received one check for approx. $1400. and another a little over a month later for approx. $1000., I assumed that that was the living expense money the Rep told me that I would be getting. I didn't receive any more checks, which I didn't question, because I quit school. I mentally couldn't do it because of the Post Traumatic Stress Disorder symptoms from Iraq.

And now I find out that I have a private and a federal loan through Sallie Mae. The private loan is apparently the one with my mom as co-signor. The loan amount is $6805 at 13.250% interest for a total of $9095!!!! (copy attached). I don't have a copy of the federal loan, but it is for about the same amount!

I went to ITT for approx. three months. The Rep. told me she would run all of the paperwork through and that I wouldn't have to do anything but go to school. I can't believe that I go to Iraq to fight for my country. I was almost killed several times and witnessed unspeakable horrors, causing me to continue to struggle mentally and physically. Only to be taken advantage of by an institution that presented itself as "veteran friendly", while deceiving me into a financial situation that only causes me more stress. Why would I take out loans, I don't even have a car or my own place to live?!.

I really do appreciate you looking into this. My hope is that you can have these loans dismissed.

Thank you,

Redacted - Business Sensitive

ITT

ITT Technical Institute
ITT Educational Services, Inc.

mailed 8/15/08

August 15, 2008

Redacted - Business Sensitive

Re: ITT Technical Institute - Norwood

Redacted - Business Sensitive

I am writing in response to your August 4, 2008 correspondence. I appreciate you bringing your concerns related to your enrollment at our campus to my attention. I am sorry to hear of your difficulties following your service in our nation's military. However, after reviewing the available information, the facts do not substantiate the refund or waiver of the tuition and fees related to your enrollment in the Information Technology – Computer Network Systems program.

In your letter, you claim you were told that the military would pay for your schooling. This statement cannot be substantiated. While our institution assists students in seeking financial aid for which he or she may qualify, we do not represent to a student that he or she will have their education paid for by a particular entity.

The Catalog you received at the time you enrolled at our campus outlined this further. Specifically, the Financial Assistance section of the Catalog states in pertinent part:

> The school may, from time to time, provide the student with (I) information on federal, state and other student financial aid for which he or she may apply to receive and/or (II) estimates of the amount of federal, state and other student financial aid for which he or she may qualify, but: (a) the federal, state and other authorities, and not the school, determine the student's eligibility for any federal, state or other student financial aid; (b) the federal, state and other authorities, and not the school, determine the amount of any federal, state or other student financial aid the student may receive....

As this language states, the school makes no representation or promise of aid which a student will receive. Rather, such a final determination is that of the agency providing the aid. In speaking with the Financial Aid Administrator (FAA) who assisted you, the FAA does not recall any discussions that the military would be paying the full cost of your education. Rather, in assisting you with the financial aid process, there were discussions pertaining to your possible eligibility to receive benefits from the Veterans Administration (VA).

4750 Wesley Avenue, Norwood, OH 45212-2244
Telephone: (513) 531-8300 Facsimile: (513) 531-8368

August 15, 2008
Page 2 of 2

For your information, I have enclosed a copy of your Enrollment Agreement and related Cost Summary and Payment Addendum (CSPA). The CSPA provides an outline of the expected cost and funding for your first three quarters of attendance at the campus. Further, our records also indicate that you did apply for VA benefits. Any such benefits would have been paid directly by the VA to you. Our school does not receive these funds on your behalf.

Again, I appreciate you bringing your concerns to my attention for review and response. While I sympathize with the circumstances you have endured since leaving the military, I must review each matter based upon its own merits. In this instance, the facts do not substantiate a refund or waiver of tuition and fees.

If you have any questions or wish to provide any further information, please do not hesitate to contact me.

Sincerely,
Redacted by HELP Committee

Director
ITT Technical Institute - Norwood

Enclosures

August 4, 2008

Redacted - Business Sensitive

ITT Technical Institute
Redacted by HELP Committee
Director
4750 Wesley Avenue
Norwood, OH 45212

Redacted by HELP C
Dear Mr.

My name i Redacted - Business Sensitive write this letter to you with the hope that you will be able to help me. I Veteran who was honorably discharged from the United States Army, diagnosed with Post Traumatic Stress Disorder. For that reason, I have had to ask my mother to help me write this letter, as I am unable to do so, on my own.

After coming home from the war in 2004, I struggled to fit back in to society. I have tremendous anxiety doing the smallest of tasks. All I want is to be able to live a life doing something I enjoy and can do well and make an honest living.

That desire led me to your school in 2006. I was hopeful when your representative gave the impression that the Norwood Campus was "veteran friendly". I felt like I was finally going to be able to start over and really do something with my life, in spite of the trauma I had suffered in Iraq.

The ITT Representative I met with told me that the military would pay for my schooling. But, since it takes awhile to get the money from the military, I should get the loan now, so I can start classes immediately. I also would need a co-signor, but none of this money would come due to me, it would be paid for by the military.

I asked my mom to co-sign, with the understanding that this was just a technicality, so I could start school immediately. My mom only did so, with this understanding, so that I could start classes since she knew how hard I had been struggling since the war.

I went to your campus for about three months and I really tried as hard as I could. With the PTSD, I just couldn't do the work. It wasn't easy for me to give up. It was really hard. Mr. I thought if I really tried, I could do it. But being in Iraq really effected my ability to concentrate, more so than I knew.

Then a few months letter, I got bills from Sallie Mae saying I owe money for two loans! A federal and a private loan! What!? I was told I would never see a bill. Now, I'm not only trying to get my life back, but also have the added weight of two student loans that I can't even begin to pay for. I also have a lot of guilt, because I can't pay the loans, my mom is being harassed by Sallie Mae. I can hardly go around my mom because of this. She did this on the word I was given by the ITT Rep. that I would never see a bill for this. I called your financial department and was blown off and basically told that that's the way it was and there was nothing they could do.

Mr. Redacted by HELP C I feel this is an injustice. I came so close several times to losing my life in Iraq protecting my country. My injuries are not visible to the naked eye, but they are just as real. Me and my family have already paid, and are still paying, a high enough price. Your corporate philosophy stated on your web site is: "Long-term integrity is worth far more than short-term profit."

I believe my case is a perfect opportunity for this philosophy to be more than just words.

Thank You

Redacted - Business Sensitive

NOTE: I Redacted by HELP Committee I am Redacted - Business Sensitive For many people, this war is an abstract sound-bite on the evening news. But for our family, it continues to be very real. We almost los Redacted - Business Sensitive veral times, and those are only the incidents he was able to tell us about. He came home from Iraq a very different young man. As a mother, it has been, and still is, painful to watch my son try to climb his way out of a mental and emotional hell. There is no quick fix. I believe, he will get better and find his way, with time and much support. I am working to ge[redacted]n in a PTSD in-patient program with the VA Hospital. He is having such a hard time that he said "He is tired and just wants to die." I will not have my energies divided between disputing these loans and getting him the help he needs to save his life. As he said, the weight of these student loans only adds to his struggle. He wouldn't have taken these loans if he thought he had to pay them. He knew he couldn't.

He feels so bad about Sallie Mae hassling me for payment of his loan, that he can't pay, that he will hardly come around me. I feel like I'm losing my son all over again. Our family continues to pay very close to the "ultimate price." Enough is enough. We hope your attention to this unfortunate situation will be one of integrity.

We are working with Senator Sherrod Brown's office to find justice for Redacted by HELP by getting these loans forgiven. We owe him that much.

Therefore, we ask for the loans to be forgiven by ITT and for you to contact Sallie Mae to stop the harassing phone calls and cancel the debt.

Thank You

Redacted - Business Sensitive

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	7/23/2008	Response Date:	7/30/2008
Received Date:	7/23/2008	Close Date:	7/30/2008
Logged Date:	7/23/2008	Days Open:	7
Target Due Date:	8/2/2008		
Source:	Email		

Location:	Youngstown School: YNG District: NC State: OH
Complaint Code:	Transfer of credit
Functional Department:	Recruitment
Complainant & Profile:	[redacted] Former Student
Student Name:	[redacted]
Other Contact (Agency/Firm):	[redacted]
Final Disposition:	Unsubstantiated Detail: Close letter/explanation sent
Complaint Summary:	In a compliant through the Student Portal, former student [redacted] complains that he was told his credits would transfer.
Complaint Narrative:	In a complaint submitted through the Student Portal, former student [redacted] states he is unsatisfied with the Youngstown campus and has withdrawn. He claims his Representative told him his credits would transfer should he seek a bachelor degree somewhere else. He provides that his School Chair [redacted] has told him this is not true and that at times the recruitment area does sometimes give students false hope. He states questions began arising when a ITT Representative talked to students about bachelor degree programs that will be offered soon.
Resolution Summary:	[redacted]'s Representative denies making any such statements. Also, [redacted] signed disclosures stating credits were unlikely to transfer.
Resolution Narrative:	Director [redacted] reports the person discussing bachelor degree programs was not from the school, but was from ACICS. [redacted] misunderstood the matter and was not present for that meeting. As to transfer of credits, the Representative denies making any such statement that the credits would transfer. Mr. [redacted] states he has never received such a complaint about the Representative. Further [redacted] signed the required disclosures for the state of Ohio which states that credits are unlikely to transfer. As to the School Chair, he did discuss matters with Mr. [redacted] However, he did not make statements that the

Representatives at time mislead students. Rather, he apologized if [redacted] misunderstood.

Mr. [redacted] met with the student on July 28, 2008. [redacted] complained about 3 courses he didn't like along with the above complaints. As a gesture of good faith, Mr. [redacted] offered to refund the 3 courses. [redacted] refused the offer and demanded a refund for all charges related to his enrollment. Mr. [redacted] declined as no wrong doing has been found. Mr. [redacted] followed up with [redacted] with a written summary of the meeting.

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	8/22/2008	Response Date:	9/8/2008
Received Date:	8/22/2008	Close Date:	9/8/2008
Logged Date:	9/2/2008	Days Open:	6
Target Due Date:	9/12/2008		
Source:	Email		

Location:	Youngstown
	School: YNG District: NC State: OH
Complaint Code:	Transfer of credit
Functional Department:	Recruitment
Complainant & Profile:	Redacted - Business Sensitive — Former Student
Student Name:	
Other Contact (Agency/Firm):	
Final Disposition:	Unsubstantiated Detail: Close letter/explanation sent

Complaint Summary:	Former stud Redacted - Business Sensitive alleges he was told credits earned would transfer to other schools.

Complaint Narrative:

In an email to the Director of Compliance, former student R tates:

My name Redacted - Business Sensitive lieve the director of the Youngstown, OH campus had already spoken with you about my incident. Unfortunately I did not find my meeting with him satisfactory to resolve my problem. I had an enrolling meeting two days before classes started with a Mr. . Redacted by HELP Committee who was handling all of the enrolling process. He quickly had me signed up and ready to go to start classes on the following Monday. We had discussed many things but i am feeling now that i was mislead. He had me initial a bunch of papers which I do not feel were explained to me very properly. I am just not finding out that my credits are not transferable to the University I was specifically discussing with him. The director had sent me a student handbook outlining all of the disclaimers on the transfer of credits.This was my first time seeing this book, i was never given one until now. I specifically spoke with Redacted about transferring my credits to YSU to go into a bachelor program for Criminal Justice. He was very familiar with YSU because he had went there himself he said. He said my credits would transfer and could possibly be ahead of other students with the on hand training ITT teaches. I was trusting the representative of ITT believing he was telling me the truth. I had started to enroll at YSU for the Police Academy when I found out this was not true.

I had withdrawn from classes as soon as i found out. I was very disappointed and felt like i was lied to. I came back into the school to get a copy of a transcript and to say goodbye to a couple fellow students and teachers. I had spoke with my department chair Joe Deramo and he understood my problem and was quick to say he has talked to the enrolling people before about giving people false hopes. Other teachers who i had talked to had also agreed. I told him i was trusting the word of the representative, thought i was being told the truth.

I do not mean to be in polite but, i have had teachers tell me they have seen this happen before, and i am very disappointed with the director of the youngstown campus, i feel my meeting with him was absolutely worthless and i would rather not handle this through him, this is why i chose to contact you.

I am requesting a full refund for feeling i was mislead and given false hopes. I now have spent a year at ITT, $12,000, and i can not use any of it to further my studies. I have to now start all over.

There are many other concerns i have with my time spent there which i feel should be addressed if needed to be.

I hope to hear back to you soon.
Thank you for your time.

Resolution Summary: Redacted - Business Sensitive signed disclosures related to the transferability of credits and the topic is outlined in the school's Catalog.

Resolution Narrative: The Director of Compliance provided the following response to Mr.

Redacted - Business Sensitive

I am writing in response to your August 22, 2008 email concerning our Youngstown campus of ITT Technical Institute. I appreciate you bringing this matter to my attention for review and response. I apologize it has taken me a few weeks to respond. I was out of town for a period of time when I received your email.

In your email, you claim that Representative Redacted by HELP Committee informed you that credits you would earn at the Youngstown campus would be transferrable to Youngstown State University (YSU). However, the facts do not substantiate your claim. First, Mr. Redacted by HELP Co denies he made such a statement during the enrollment process. Rather, he states he informed you that the acceptance of credits is up to the receiving institution as it is in the Youngstown campus' discretion whether to accept credits from another institution.

Next, you received and/or executed several documents which state that credits earned at the Youngstown campus are unlikely to transfer to another institution. The first document is the State of Ohio Student Disclosure Form ("Ohio Form"). For your reference, I have attached a copy of this form. The document outlines six specific points. The fifth point is titled "Transferability of Credits" and is initialed by you. This point states:

I understand that the transferability of credits to another institution is determined exclusively by the receiving institution. No person can imply or guarantee that my credits will be transferrable.

Along with the Ohio Form, you received and executed a form titled Documentation and Disclosure Summary ("Disclosure Form"). Again, for your reference, I have attached a copy of this form. In this form, you acknowledge that you have received and reviewed certain other documents including the School Catalog. As with the Ohio Form, you initialed various sections and signed at the bottom of the Disclosure Form. For the School Catalog, the form highlights certain topics contained in the School Catalog including the "Unlikely Transferability of Credits to Other Institutions."

In your email, you state that the Director, Redacted by HELP Committee sent you a "student handbook" which was the first time you had seen the document. By "student handbook," I am assuming you are referring to the School Catalog. As stated above, you acknowledged in the Disclosure Form receipt of the School Catalog. Further, when you enrolled at the campus, you acknowledged receipt of the School Catalog when you executed your Enrollment Agreement. For your review, I have attached a copy of your Enrollment Agreement. The acknowledgment is stated on page 4 of the document.

The School Catalog is very clear as to the Transfer of Credit policy. The Transfer of Credit section is stated on page 35 of the current Youngstown campus Catalog. This section states in pertinent part:

DECISIONS CONCERNING THE ACCEPTANCE OF CREDITS EARNED IN ANY COURSE TAKEN AT THE SCHOOL ARE MADE AT THE DISCRETION OF THE RECEIVING INSTITUTION. THE SCHOOL MAKES NO REPRESENTATION WHATSOEVER CONCERNING THE TRANSFERABILITY OF ANY CREDITS EARNED AT THE SCHOOL TO ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE AS SPECIFIED ABOVE. IT IS UNLIKELY THAT ANY CREDITS EARNED AT AN ITT TECHNICAL INSTITUTE WILL BE TRANSFERABLE TO OR ACCEPTED BY ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE.

ANY STUDENT CONSIDERING CONTINUING HIS OR HER EDUCATION AT, OR TRANSFERRING TO, ANY INSTITUTION

OTHER THAN AN ITT TECHNICAL INSTITUTE MUST NOT ASSUME THAT ANY CREDITS EARNED IN ANY COURSE TAKEN AT THE SCHOOL WILL BE ACCEPTED BY THE RECEIVING INSTITUTION. AN INSTITUTION'S ACCREDITATION DOES NOT GUARANTEE THAT CREDITS EARNED AT THAT INSTITUTION WILL BE ACCEPTED FOR TRANSFER BY ANY OTHER INSTITUTION. THE STUDENT MUST CONTACT THE REGISTRAR OF THE RECEIVING INSTITUTION TO DETERMINE WHAT CREDITS EARNED AT THE SCHOOL, IF ANY, THAT INSTITUTION WILL ACCEPT.

Besides being in all capital letters, this verbiage is also typeset in bold print in the School Catalog.

You also mention that you had a conversation with your School Chair, [redacted]. You assert Mr. [redacted] stated he talked before with the Representatives about "giving people false hopes." Mr. [redacted] states he told you that it is up to the receiving institution to determine what credits, if any, it would accept as transfer credit. As you were considering transferring to YSU, he provided you with a person at YSU to contact to discuss the issue. Mr. [redacted] denies that he stated that there have been past issues with this topic being misrepresented to students.

Again, I appreciate you providing me the opportunity to review and respond to your concerns. However, based upon the above summarized information, the facts do not substantiate a full refund of tuition and fees as you have demanded.

If you have any questions or wish to provide any further information, please feel free to contact me."

Excerpts, selected by the HELP Committee, from a larger document produced by the company

ITT Educational Services, Inc.

ITT

January 28, 2009

Mr. Redacted - Business Sensitive
Redacted by HELP Committee

Re: ITT Technical Institute

Dear Redacted - Business Sensitive

Your January 15, 2009 correspondence to the Director at the Indianapolis campus of ITT Technical Institute was forwarded to my attention for review and response. I appreciate you bringing your concerns to our attention.

In reviewing available records, you attended the ITT Technical Institute located in Richardson, Texas. Your enrollment began in December 2003. In November 2005, you graduated with an associate of applied science degree in Computer and Electronics Engineering Technology.

Cost of Education
In the first concern outlined in your correspondence, you complain of the cost of your education and claim that staff at the campus did not know the cost of tuition. First, the school's staff would not be able to quote to you a guaranteed cost of tuition for the completion of your program of study. The total cost of tuition can vary based upon several factors including, but not limited to, the number of credit hours taken may change based upon transfer credits, failed or repeated courses and the number of credit hours taken at a specified amount of cost per credit hour.

When you enrolled at the campus, you executed an Enrollment Agreement. I have enclosed a copy of this document for your review. In the Enrollment Agreement, an Estimated Total Program Cost was provided. As seen in the Enrollment Agreement, the Estimated Total Program Cost stated was $36,383.00. In reviewing your account history, this Estimated Total Program cost was very near the actual amount you were charged of $36,588.39.

Finally, you also would have received a copy of the school's Catalog when you enrolled. You acknowledged receipt of the Catalog when you executed the Enrollment Agreement. The tuition charge per credit hour was stated in the Catalog, including future expected tuition increases.

Quality of Education
Next, you complain of the quality of education you received at the Richardson campus. You claimed that textbooks were incorrect and instructors merely provided students A's in the courses.

13000 North Meridian Street, Carmel, IN 46032-1404
Telephone: (317) 706-9200

As to textbooks, there may be a typographical error from time to time in the text. If such error was noted, I hope you brought it to the attention of your instructor(s) while you were attending classes in 2003 to 2005. Our corporate Curriculum Department utilizes feedback from instructors and advisory committees to improve the curriculum offered and ensure required changes are made. Further, the learning resources provided to students go beyond just the textbook. The additional learning resources include the detailed syllabus and the ITT Tech Virtual Library, to which you should still have access today.

In relation to your assertion that instructors merely granted students A's, I have reviewed the final grades for each student in all courses in which you were enrolled at the Richardson campus. This review does not substantiate your assertion. If you believed there was cheating by students on assignments or exams, I hope that you reported such activity to your instructor or other school staff for review. As stated the Academic Dishonesty and Conduct policies, ITT Technical Institute does not condone or allow academic cheating. If such actions are found to have occurred, students may be subject to various disciplinary actions, including having their enrollment at the campus terminated.

Transfer of Credits
You have also claimed that the unlikely transferability of credits was not explained to you. The transferability of credits earned at the campus was disclosed in various ways. First, you executed a required document entitled the Receipt of Enrollment Polices. I have enclosed a copy of this document for your review. In section B of this document, it states in pertinent part: "If the school awards credit hours, I understand that transferability of any credit hours earned at this school may be limited." As seen on the document, you initialed this statement.

Further, the school's Catalog also provided clear guidance regarding the transferability of credits. The Transfer of Credit section of the Catalog stated in pertinent part:

> DECISIONS CONCERNING THE ACCEPTANCE OF CREDITS EARNED IN ANY COURSE TAKEN AT THE SCHOOL ARE MADE AT THE DISCRETION OF THE RECEIVING INSTITUTION. THE SCHOOL MAKES NO REPRESENTATION WHATSOEVER CONCERNING THE TRANSFERABILITY OF ANY CREDITS EARNED AT THE SCHOOL TO ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE. IT IS UNLIKELY THAT ANY CREDITS EARNED AT AN ITT TECHNICAL INSTITUTE WILL BE TRANSFERABLE TO OR ACCEPTED BY ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE.

Besides being in capital letters as reproduced above, this language was also in bold typeset.

Financial Aid
Finally, you state that you contacted the Richardson campus concerning the total amount of loans you took out related to your education at the campus. You claim the campus was unable to tell you this information.

The campus reports that the staff in the Finance Department does not recall receiving a call from you. However, per the information available to me, your loan amounts breakdown as follows:

Unsubsidized Stafford Loans:	$10,973.00
Subsidized Stafford Loans:	$9,480.73
College Advantage Loan Program:	$10,534.66

Also, your financial history indicates you received $5,600.00 in Pell Grant funds.

Again, I appreciate you bringing your concerns to our attention. However, based upon the above summarized information, the facts do not substantiate your request for a full refund of tuition. Should you require any assistance regarding a further explanation of the above financial aid amounts or related to a job search or other career services, the staff at the Richardson campus is available to assist you.

If you have any questions or wish to provide any further information, please feel free to contact me.

Sincerely,
Redacted by HELP Committee

Director of Compliance

Enclosures

cc: Redacted by HELP Committee, Director

Thursday, Jan 15, 2009

To whom it may concern,

America is going through a huge economic crisis. The problem is broad and complex with too many corporate giants scamming and tricking the middle and lower class people into taking out loans that they will not be able to pay for. ITT Tech is one of the scammers, tricking people into taking out ridiculous amounts in student loans.

First of all their tuition rates are a joke, climbing from 24k in 2002 to 40k in 2003 for only a 2 year proprietary Associate degree (prices double for bachelors). I've heard of 10k for a 2 year degree but 40k?! When the financial office is asked for a price on how much tuition is they have no idea. They are not informing people they are a for-profit institute, meaning students are paying to keep shareholders happy and to pad the pockets of the executive staff located in Carmel, IN. To make matters worse they are not only putting a huge financial burden on the people but they are also squandering grant money from the government! ITT illegally collected over $350 million USD in Federal U.S. grants. The whistleblower is a former employee of ITT Tech who was employed for 10 years. I don't have definitive proof but if this holds true, it's going to be very expensive for ITT.

Textbooks are full of inaccurate information that even the instructors contradict. Most instructors just don't even bother using the text books. For instance, in our class when we were reviewing logic gates the book showed the gates have 3 inputs but in fact they only have 2, and we had so many inaccurate graphs, charts, and diagrams, and I still have the books to prove it. Still, most instructors make little to no effort to teach. They allow cheating to go on during tests and class assignments. This school is just handing out A's and diplomas, ruining the integrity for student's in the work force. They literally hand out A's to anyone. For example, an ex-instructor informed me that nearly 1 of 4 students at ITT Tech receive 'highest honors', having a perfect A average, when in reality in a real college or university nearly 1 of 100 students get a near-perfect A average. Also, when students show up literally 3 hours late for class it still counts as a valid attendance and those who sign-in and immediately leave is considered a valid attendance. They don't count you absent because instructors need to meet their quotas. The student body is undisciplined, lazy, and unfocused with a huge sense of entitlement.

Another scam they have been known to pull off is when they tell people the credits will transfer when in reality they do not. But still they have lied to people telling them the credits will transfer and are quick to place them in classes they know are not for them. This is just another example of how ITT tech is a robbing good people from an education, while flaunting their debauchery and their unimpeded scam and stiffing good American people from a chance for a good continual education, because in fact credits will only transfer to another ITT Tech campus or another diploma mill like Devry. Real colleges and universities and employers just laugh at the proprietary pieces of paper they hand out.

This is a nationwide problem for American people and the government. The economic crisis is bad, but ITT Tech should not be allowed to boldly get rich off of government grants and ruin the economy even further.

I recently contacted my campus in Richardson, TX and even they are confused at how much they took out in loans! They took out loans left and right at my expense, when an ITT-Tech degree is not equitable at $40,000K! And to create such a loan is criminal because there is no "meeting of the minds" in the agreement. I would like to settle for a full refund from ITT Tech because they actually owe me and the government a full refund! I would like to have a response within 10 business days. Also, aside from contacting the State of Texas, and the Accrediting Council, I will present my case to the Dept of Education and Dept of Justice.

Redacted - Business Sensitive

ITT Educational Services, Inc. ITT

Student Comment/Complaint Report

Complaint Date:	1/21/2009	Target Due Date:	1/31/2009
Received Date:	1/21/2009	Response Date:	
Logged Date:	1/21/2009	Close Date:	1/28/2009
Category:	Letter	Days Open:	7
Source:	Letter		

Location:	Richardson
	School: RSN District: SC State: TX
Complaint Code:	Quality of education
Functional Department:	Academic Affairs
Complainant & Profile:	Redacted - Business Sensitive Graduate
Student Name:	
Other Contact (Agency/Firm):	
Final Disposition:	Unsubstantiated Detail: Close letter/explanation sent

Complaint Summary:	Graduate Redacted - Business Sensitive omplains of the quality of education he received at the Richardson campus.
Complaint Narrative:	Graduate Redacted - Business Sensitive states the tuition he was charged for his education was too high. He claims the Finance Department did not know what the cost of the education was when he inquired. He believes the textbooks used contained incorrect information and instructors allowed students to pass without earning their grades. Finally, he states that students are not informed that credits earned at the school do not transfer to another institution. Mr Redacted - Business Sensitive has demanded a full refund of his tuition.
Resolution Summary:	A review of Mr. Redacted - Business Sensitive Enrollment Agreement, CSPA's and the final grades for his courses do not substantiate Mr Redacted - Business Sensitive claims.
Resolution Narrative:	Mr. Redacted - Business Sensitive estimated total cost was provided in the Enrollment Agreement he signed. Further, future expected tuition increases were included in the estimated total cost and were disclosed in the Catalog copy he received when he enrolled at the campus. There is no record of any complaints by M Redacted - Business Sensitive while he was enrolled at the campus. A review of the grade distributions in Mr. Redacted - Business Sensitive classes does not evidence all students receiving A's as he has claimed.

Finally, information regarding transfer of credits was provided to Mr. [redacted]s in both the Catalog and the PS-005 he executed at the time of enrollment.

Director of Compliance Redacted by HELP Committee [redacted] provided the following response to Mr. [redacted]

"Your January 15, 2009 correspondence to the Director at the Indianapolis campus of ITT Technical Institute was forwarded to my attention for review and response. I appreciate you bringing your concerns to our attention.

In reviewing available records, you attended the ITT Technical Institute located in Richardson, Texas. Your enrollment began in December 2003. In November 2005, you graduated with an associate of applied science degree in Computer and Electronics Engineering Technology.

Cost of Education
In the first concern outlined in your correspondence, you complain of the cost of your education and claim that staff at the campus did not know the cost of tuition. First, the school's staff would not be able to quote to you a guaranteed cost of tuition for the completion of your program of study. The total cost of tuition can vary based upon several factors including, but not limited to, the number of credit hours taken may change based upon transfer credits, failed or repeated courses and the number of credit hours taken at a specified amount of cost per credit hour.

When you enrolled at the campus, you executed an Enrollment Agreement. I have enclosed a copy of this document for your review. In the Enrollment Agreement, an Estimated Total Program Cost was provided. As seen in the Enrollment Agreement, the Estimated Total Program Cost stated was $36,383.00. In reviewing your account history, this Estimated Total Program cost was very near the actual amount you were charged of $36,588.39.

Finally, you also would have received a copy of the school's Catalog when you enrolled. You acknowledged receipt of the Catalog when you executed the Enrollment Agreement. The tuition charge per credit hour was stated in the Catalog, including future expected tuition increases.

Quality of Education
Next, you complain of the quality of education you received at the Richardson campus. You claimed that textbooks were incorrect and instructors merely provided students A's in the courses.

As to textbooks, there may be a typographical error from time to time in the text. If such error was noted, I hope you brought it to the attention of your instructor(s) while you were attending classes in 2003 to 2005. Our corporate Curriculum Department utilizes feedback from instructors and advisory committees to improve the curriculum offered and ensure required changes are made. Further, the learning resources provided to students go beyond just the textbook. The additional learning resources include the detailed syllabus and the ITT Tech Virtual Library, to which you should still have access today.

In relation to your assertion that instructors merely granted students A's, I have reviewed the final grades for each student in all courses in which you were enrolled at the Richardson campus. This review does not substantiate your assertion. If you believed there was cheating by students on assignments or exams, I hope that you reported such activity to your instructor or other school staff for review. As stated the Academic Dishonesty and Conduct policies, ITT Technical Institute does not condone or allow academic cheating. If such actions are found to have occurred, students may be subject to various disciplinary actions, including having their enrollment at the campus terminated.

Transfer of Credits
You have also claimed that the unlikely transferability of credits was not explained to you. The transferability of credits earned at the campus was disclosed in various ways. First, you executed a required document entitled the Receipt of Enrollment Polices. I have enclosed a copy of this document for your review. In section B of this document, it states in pertinent part: "If the school awards credit hours, I understand that transferability of any credit hours earned at this school may be limited." As seen on the document, you initialed this statement.

Further, the school's Catalog also provided clear guidance regarding the transferability of credits. The Transfer of Credit section of the Catalog stated in pertinent part:

DECISIONS CONCERNING THE ACCEPTANCE OF CREDITS EARNED IN ANY COURSE TAKEN AT THE SCHOOL ARE MADE AT THE DISCRETION OF THE RECEIVING INSTITUTION. THE SCHOOL MAKES NO REPRESENTATION WHATSOEVER CONCERNING THE TRANSFERABILITY OF ANY CREDITS EARNED AT THE SCHOOL TO ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE. IT IS UNLIKELY THAT ANY CREDITS EARNED AT AN ITT TECHNICAL INSTITUTE WILL BE TRANSFERABLE TO OR ACCEPTED BY ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE.
Besides being in capital letters as reproduced above, this language was also in bold typeset.

Financial Aid
Finally, you state that you contacted the Richardson campus concerning the total amount of loans you took out related to your education at the campus. You claim the campus was unable to

tell you this information.

The campus reports that the staff in the Finance Department does not recall receiving a call from you. However, per the information available to me, your loan amounts breakdown as follows:

Unsubsidized Stafford Loans: $10,973.00
Subsidized Stafford Loans: $9,480.73
College Advantage Loan Program: $10,534.66

Also, your financial history indicates you received $5,600.00 in Pell Grant funds.

Again, I appreciate you bringing your concerns to our attention. However, based upon the above summarized information, the facts do not substantiate your request for a full refund of tuition. Should you require any assistance regarding a further explanation of the above financial aid amounts or related to a job search or other career services, the staff at the Richardson campus is available to assist you.

If you have any questions or wish to provide any further information, please feel free to contact me."

Excerpts, selected by the HELP Committee, from a larger document produced by the company

COMPLAINT ACTIVITY REPORT Case # 75111112 **BBB Serving Denver/Boulder**

Consumer Info: Redacted - Business Sensitive

Business Info: ITT Technical Institute
500 E 84th Ave.
Thornton, CO 80229
303 288-4488

Location Involved: (Same as above)

Consumer's Original Complaint :
My son and I were paying top dollar for an education that is worthless. The diploma is not accepted by its peers,engineering bureaus/many employers.
Ref: Worthless diploma's and false promises.

My son has enrolled at ITT in 2008, and I entered the school in 2009.
We both wanted to improve our situation by acquiring a bachelor degree in electronics.
He wanted to join the military with his bachelor's when he applied at ITT, and I wanted to attain the EE bachelor degree, and continue my education once I had my associates at ITT. It seemed to be good idea to join my son at school and attend the school together. About one year into the program, I started to shop around to find a good college to start the EE-program, and also I was soliciting potential employers in order to find a new and better employment. To my big surprise nobody accepted or acknowledged the associates degree from ITT-Tech. Further investigations revealed that the military recruiters could not confirm nor deny if Redacted by HELP would be accepted in the officer program with a bachelors' degree from ITT.
We feel both victim from a financial scam and incorrect information. We lost a full year in our education but above all the heavy financial impact on our budget. We are both +$30K in debt paying for a worthless diploma. When I enrolled the recruiters told me that you could not transfer credits during my studies but once I finished the program I could use the ITT associates to further build on my career. This was completely incorrect and untrue. I have stopped my education at ITT because there is no use to continue to pursue a diploma that is not accepted by any other of ITT's peers, engineering organizations and/or many employers. (They have a limited list of employers working with them!)
During the enrollment process I believed that they were honest and true because they admitted the fact that ITT needs to respect rules and regulations because their dealings with FAFSA. My one dollar question is; why has ITT not been obliged to hold a certain criteria in regards with the issuing of diplomas. When I was shopping around for a new school, I was given all data about the certifying bodies;"ABET" etc... and I was able to contact them and discuss the accreditation. When I was talking to my chair about the accreditation he did not want to reveal who they were and where they resided. The official ITT response is that they are nationally accredited. This is self-accreditation and I believe that the ITT diploma is only a paper that says we were attending school for four years. No value what-so-ever! It seems to me that ITT is luring their students with promises, and keeping them because there is no way out. The financial string is too strong to sever. My son and I believe that this is a very unethical way of doing business.
We want our money back so that we can invest in a real diploma at a good school.

Consumer's Desired Resolution:
Refund and an apology

BBB Processing

03/23/2010	**web**	**BBB**	Case Received by BBB
03/23/2010	**bett**	**BBB**	Case Reviewed by BBB - Accredited Business
03/23/2010	**Otto**	**EMAIL**	Send Acknowledgement to Consumer
03/23/2010	**Otto**	**MAIL**	NOTIFY BUSINESS OF DISPUTE - ACCREDITED BUSINESS : Complaint Response Date bumped because: Holiday
04/02/2010	**WEB**	**BBB**	RECEIVE BUSINESS RESPONSE : Contact Name and Title: Redacted by HELP Com Director

Contact Phone Redacted by HELP Committee
Contact Email:
April 2, 2010
Redacted by HELP Committee

Better Business Bureau
1020 Cherokee Street
Denver, CO 80204
Re: Constantin De Bock
Case #75111112
Dear Redacted by HELP Comr

I am writing in response to the above referenced complaint filed by a former student of our campus, Redacted - Business Sensitive. I appreciate you providing our campus the opportunity to respond to Redacted - Business Sensitive concerns. In reviewing his submission, I note he purports to be submitting his complaint on behalf of himself and his son, Redacted - Business Sensitive.

I previously reviewed and discussed Redacted - Business Sensitive concerns with him. Since receiving this complaint, the matter was reviewed again. Based upon these reviews, the facts do not substantiate a refund of tuition as requested by Redacted - Business Sensitive.

Redacted - Business Sensitive complaint discusses two issues, transferability of credits and accreditation. Both of these issues are addressed with prospective students during the enrollment process and in documentation the student receives.

Transferability of Credits

The transferability of credits is discussed with potential students during the enrollment process. When a student proceeds through the enrollment process, the Transfer of Credit section of the school's Catalog is presented to the student. The Transfer of Credit section states in pertinent part:

DECISIONS CONCERNING THE ACCEPTANCE OF CREDITS EARNED IN ANY COURSE TAKEN AT THE SCHOOL ARE MADE AT THE DISCRETION OF THE RECEIVING INSTITUTION. THE SCHOOL MAKES NO REPRESENTATION WHATSOEVER CONCERNING THE TRANSFERABILITY OF ANY CREDITS EARNED AT THE SCHOOL TO ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE AS SPECIFIED ABOVE. IT IS UNLIKELY THAT ANY CREDITS EARNED AT AN ITT TECHNICAL INSTITUTE WILL BE TRANSFERABLE TO OR ACCEPTED BY ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE.

This language is printed in the Catalog in all capital letters and bold type as provided above. Additionally, Redacted - Business Sensitive and his son signed Documentation and Disclosure Summary forms which also state they received a copy of the school's Catalog. The Documentation and Disclosure Summary form provides that the Catalog discusses the "Unlikely Transferability of Credits to Other Institutions."

Redacted - Business Sensitive discusses concern that credits earned at our campus will not be recognized by branches of the armed forces should his son decide to enlist in the military. As described above, any decision to accept credits earned at our school is the determination of the receiving institution. However, our campus is not aware of any issues regarding military branches refusing to recognize credits earned at ITT Technical Institute. However, the military makes the final determination on such matters and the campus does not represent any specific decision will be made should Robert enlist.

Accreditation

Redacted - Business Sensitive continues in his complaint discussing our campus's accreditation. The Thornton campus is accredited by the Accrediting Council for Independent Schools and Colleges (ACICS). In his complaint, Redacted - Business Sensitive states the school is nationally accredited which he equates to self accreditation. Redacted - Business Sensitive is incorrect in his assertion.

ACICS is a national accreditor which is recognized by the U.S. Department of Education. The accreditation process is not that of self accreditation. ACICS is an independent body which reviews numerous facets of our operations to ensure compliance with its accreditation standards.

As with the transferability of credits, our accreditation by ACICS was disclosed during the enrollment process. This information is covered during the presentation provided by a campus Representative. Additionally, the accreditation by ACICS is stated in both the school's Catalog and on the Documentation and Disclosure Summary forms Redacted - Business Sensitive completed.

Finally, I disagree with Redacted - Business Sensitive assertion that a diploma earned from our campus is "only a paper." Our campus has numerous graduates who have found employment in their field or a related field to their studies. When enrolling Redacted - Business Sensitive signed a Graduate Employment Information form which provided employment information as to their program of study.

I am sorry Redacted - Business Sensitive's dissatisfied with his experience at our campus. Though, I must point out that Redacted - Business Sensitive has previously sent correspondence stating his electronics instructors did an excellent job. However, based upon the summarized information above, Redacted - Business Sensitive request for a refund of tuition must be denied.

If you have any questions or require any further information, please feel free to contact me.

Sincerely,
Redacted by HELP Committee

Director

04/06/2010 **bett** **EMAIL** Forward Business response to Consumer

04/14/2010 **WEB** **BBB** BBB REVIEWS CONSUMER REBUTTAL TO BUSINESS RESPONSE : (The consumer indicated he/she DID NOT accept the response from the business.)

This a copy of the letter sent to Ms. Ward that we will use to start the grievance process.

From: Redacted - Business Sensitive
Date: April 14, 2010
Reference: Grievance procedure step1
Redacted by HELP
Dear Ms.

Prior to taking further action in my quest for justice regarding the false advertising of the bachelor programs at ITT-Tech, and according to the grievance process, Redacted t and I are obliged to officially submit you our complaint addressed "To Your Attention". I will provide you the details and explain you why we have submitted this complaint. I do understand that my credits were probably not transferable to another institution, and ITT recruiters told me that ITT is nationally accredited. I have no doubt that ITT is allowed to operate a school in Colorado. However, in my personal opinion a strong program should be accepted by its peers, but my complaint is not about transferring credits, or the teachers and other issues. It is above all about the worthlessness of the issued diploma by ITT in Colorado.

When Redacted and I enrolled we told our recruiter very clearly what our intentions were once we had our bachelor degree. Redacted - Business Sensitive was to go to OCS at the army, and I wanted to do electrical engineering. Based on the facts given by the recruiter I enlisted at ITT for the bachelor EET program. The information provided to me by the enrollment officer was that the EET Bachelor's degree from ITT, once completed at the school, had the same value as all the other degrees from other undergraduate schools. I could build on this diploma and do later what I planned for. I could get a good job or submit my candidacy to get me a license at the Colorado State Board for my own business, etc... Equally promising the same too Redacted by HELP, that he could enlist at the army OCS program with a bachelor degree from ITT-Tech, he committed himself to go for the full four years. My son and I were completely onboard to finish our education and to do the full four years, investing the $90.000 and getting our bachelor degree at your institution. Well ITT was not completely honest with us. The technology bachelor's program has no value at all in Colorado.

The false advertisement is that the ITT technology bachelor is not really an official degree in Colorado and cannot be used in an official endeavor. My plan to do some engineering work requires a license as an engineer. According to the National Council of Examiners for Engineers and the Colorado State Board of Licensure, ITT-Tech Colorado curriculum has not been accepted as proof of a four year degree/college. I'm not even allowed to submit my candidacy or do the exams. Therefore there is no value to continue an education at ITT-Tech Colorado. We had to terminate our education and leave the school avoiding waist of time and money. Even to finish the first part of the education would lead to nowhere. Everything we have done so far was useless. I have sent an e-mail to my chair Mr. Redacted by HELP to inform him about the worthless diploma, but I never received any reply from him. Apparently I was not a source of income for him anymore, so he just dropped me like a stone.

The school ITT-Tech Colorado should not be allowed to call their degree a bachelor, because it is not officially accepted by the state of Colorado. It should be called a four year certificate in technology. That is the reason why Redacted by HELP and I have prematurely stopped our education at ITT. We want a real diploma and we will not invest $90.000 and four years of our lives for a diploma that cannot be used in our further careers.

Your official reply is that some ITT-students are successful at some employers but that is not enough for me to accept your certificate as an official diploma. There are other for-profit schools that are accepted by the Colorado certification board and they did the necessary foot-work to provide the weight a bachelor degree needs to be useful in the engineering community. They have been accepted by the engineering organization ABET. The moment that you accepted us as students you should at least made sure that the ITT diplomas were worth their money. To remind you the total cost of your program is $90.000. Business integrity and ethics demand that you provide value for your customers, but instead the organization focuses on higher profits without investing into validation of the diplomas.

I stand by our demands that I want my money back, clear our open debts, and give us an apology for what you have done to me and my son. This delay in our education will cost us time and money and above all our future plans have been delayed. We won't rest our case until these issues have been resolved.

Awaiting your reply I wish you the best.

Sincerely
Redacted - Business Sensitive

04/14/2010 **BBB** MORE INFO RECEIVED FROM THE CONSUMER : According to the National Council of Examiners for Engineers and the Colorado State Board of Licensure, ITT-Tech Colorado curriculum has not been accepted as proof of a four year degree/college.

Neither does the military accept the ITT bachelor degree for its OCS (officers candidate school) program.

This has not been revealed to us when we enrolled at ITT.

04/15/2010 **bett** **MAIL** Forward Consumer Rebuttal to Business

04/26/2010 **WEB** **BBB** RECEIVED BUSINESS' REBUTTAL RESPONSE : April 26, 2010
Redacted by HELP Committee

Better Business Bureau

1020 Cherokee Street
Denver, CO 80204
Re: Redacted - Business Sensitive
Case #75111112
Dear Ms. Redacted by HELP

I am writing in reply to the follow up submission for the above referenced complaint filed by a former student of our campus, Redacted - Business Sensitive. As previously, I note he purports to be submitting his complaint on behalf of himself and his son Redacted - Business Sensitive

In his follow up, Redacted - Business Sensitive seems to accept the information provided in my prior response. However, he continues in his complaint to provide his opinion regarding the value of a degree received from our institution. Last week, I met with Redacted - Business Sensitive to discuss his concerns and explain again to him the program in which he elected to enroll and the degree he would receive should he successfully complete his program of study. Unfortunately, Redacted - Business Sensitive was not satisfied with my explanation.

Our campus denies Redacted - Business Sensitive's claims that there has been any false advertising. There is no representation that a graduate of the Computer and Electronics Engineering Technology (CEET) associate of applied science degree program will be eligible to become a licensed electrical engineer. In the campus's Catalog, potential career opportunities for graduates from the CEET program are stated. This listing of opportunities does not provide any statement of electrical engineer as a potential career.

Redacted - Business Sensitive again discusses his son's expected enlistment in the military. I provided a response to this issue in my earlier correspondence. Any decision to accept credits earned at our school is the determination of the receiving institution. Our campus is not aware of any issues regarding military branches refusing to recognize credits earned at ITT Technical Institute. However, the military makes the final determination on such matters and the campus does not represent any specific decision will be made should his son enlist.

Again, I am sorry Redacted - Business Sensitive is dissatisfied with his experience at our campus. However, a refund of tuition is not substantiated in this matter. The school properly provided instruction to Mr. Redacted by HELP in the program of study in which he elected to enroll.

If you have any questions or require any further information, please feel free to contact me.

Sincerely,
Redacted by HELP Commit

Director

04/27/2010	bett	EMAIL	Send Business' Rebuttal Response to Consumer
05/10/2010	OttO	BBB	No Consumer Response- Assumed Resolved with Letter
05/10/2010	OttO	EMAIL	Inform Business - Case Closed ASSUMED RESOLVED
05/10/2010	OttO	BBB	Case closed - ASSUMED RESOLVED

Redacted - Business Sensitive

From: **Redacted - Business Sensitive**

To: Mr. Redacted by HELP Committee

ITT Educational Services, Inc.

13000 N. Meridian Street

Carmel, IN 46032

Date: May 11, 2010

Reference: Grievance procedure step 2,

Complaint about the *Questionable integrity of the issued diploma* by ITT in Colorado.

Dear Mr. Redacted by HELP Committee

When my son and I enrolled at ITT-Tech in Thornton, your enrollment advisor made us believe that we would get a higher education and receive a real bachelor's degree. One year into the program we realized that this bachelor degree from ITT-Tech would not bring us far in our planned careers. My son's plan was to enter the military and use his ITT Bachelor to enter the US Army OCS program, and myself, I would go for an engineering career. The only thing we could do is to interrupt our studies and reassess our possibilities. We even considered finishing our CEET associates but nobody would accept the credits earned at ITT when we would enroll in another school in continuation of our bachelor studies. We are no drop-outs or failing students because our GPA's were above 3.8, and we were on several occasions on the honor and dean's list.

Our grievance is that the ITT bachelor degree is not accepted by the military, or by the State of Colorado. Even when we talked to Ms. Redacted by HELP C she tried to convince us that the military accepts ITT-diplomas, and that the ITT bachelor degree has the same value as any other institution. The list she provided from the military is misleading because the same list is used to enroll students pursuing a career in the military. The list is only mentioning all the schools where military personnel are allowed to get an education, and spend their GI-bill money. The ironic part of this is that they could not become an officer with the degree attained at the school.

The licensing bureau from Colorado informed me that ITT-Tech is not considered a four-year-college; therefore the bachelor degree from ITT is not a proof of higher education. The ITT Bachelor degree cannot be used for *any* license application in Colorado, resulting into the fact that you cannot start your own business once you left school.

Redacted - Business Sensitive

The same is true for the military. Included with this letter is a copy of my communication with the military. The recruiter gave me the web-site with the listing of which schools are accepted by the US Army qualified as a four-year-college. This list was sent to me by Ms. Redacted by HELP Committee cyber recruiter at the US Army.
The website is www.acenet.edu/resources/memberdirectory. You can check for yourself there is no mentioning of ITT-Tech in this list.

You can realize our disappointment when this information came to our attention. Also Ms. Redacted by I informed us that the school was working towards a conversion from nationally accredited into a regionally accredited school. My question to you is now, why would you change accreditation when you tell everybody that your diploma has the same value as a regionally accredited school? I assume that ITT calls it a bachelor because the student spends 4 year at school, and it sounds better than a certificate of electronics. I believe that ITT dropped the ball in this matter. There is clearly a certification problem. At this moment the students at ITT are not fully rewarded for the time, efforts and financial resources that they are investing in their education. It is a shame because there is so much potential at ITT-Tech.

We have been misinformed and mislead. Your recruiters do not reveal all the issues, use general statements and they do not clearly explain what the bachelor degree really is. We enrolled in good faith, thinking we were working towards a diploma improving our future, but instead we would have paid a lot of money for something insignificant. To remind you the total cost of a bachelor program at ITT-Tech is $90.000, and I believe that this amount of money should give us the best education our money can give, but instead we were given a trade-school education. ITT-Tech. is one of the most expensive schools, and I expected a higher standard. Apparently, we do not always get what we pay for. We lost time and resources in this matter, but above all we are back to square one. This postponement will delay furthermore our future plans.

Our initial demand is non-payment of the debt that we owe to ITT, restitution of other costs that we have made in the process, and restoration of our credit score. We are open to what you have to propose to resolve this matter.

Awaiting your reply I wish you the best.

Sincerely

Redacted - Business Sensitive

ITT Educational Services, Inc.

May 18, 2010

Redacted - Business Sensitive

Re: Your May 11, 2010 Correspondence

Dear Redacted - Business Sensitive

I am writing in response to your May 11, 2010 correspondence regarding your and your son's enrollment at the Thornton campus of ITT Technical Institute. In your correspondence, you contend that the campus is not authorized to award bachelor's degrees and there was no value in the degree you would earn should you have completed your program of study.

The school's Director, Redacted by HELP Committee has previously reviewed your concerns and provided you with a response. I have again reviewed your concerns and cannot substantiate your claims.

Throughout your letter, you claim the campus calls what is awarded a bachelor's degree, but you believe it is not actually a bachelor's degree. First, per the school's records, you were not enrolled in a bachelor's degree program of study. Rather, you were enrolled in the Computer and Electronics Engineering Technology associate of applied science degree program.

However, contrary to your assertion, the campus is authorized to award bachelor's degrees in certain programs of study. You claim you spoke with a licensing bureau which stated the campus is not considered a four year institution, but have not identified with whom you spoke. The Thornton campus is authorized by the Colorado Commission on Higher Education. This authorization is stated in the school's Catalog. Additionally, I have enclosed for your review a listing of Private Accredited schools from the Colorado Department of Higher Education website. On page three of this printout, ITT Technical Institute is listed as having Full Authorization.

Additionally, the campus is accredited by the Accrediting Council for Independent Colleges and Schools (ACICS). ACICS is a national accreditor recognized by the U.S. Department of Education. ACICS has approved the campus to offer bachelor's degrees in certain programs of study.

As such, the Thornton campus is properly approved and/or authorized to award bachelor's degrees in certain programs of study. Your claim that the campus is awarding a certificate and calling it a bachelor's degree is unfounded and incorrect.

You continue in your letter stating that other institutions and groups do not accept the credits you earned at the campus. The transferability of credits is discussed with potential students during

13000 North Meridian Street, Carmel, IN 46032-1404
Telephone: (317) 706-9200

the enrollment process. As you proceeded through the enrollment process, you received a copy of the school's Catalog which contains the *Transfer of Credit* section. The *Transfer of Credit* section states in pertinent part:

> **DECISIONS CONCERNING THE ACCEPTANCE OF CREDITS EARNED IN ANY COURSE TAKEN AT THE SCHOOL ARE MADE AT THE DISCRETION OF THE RECEIVING INSTITUTION. THE SCHOOL MAKES NO REPRESENTATION WHATSOEVER CONCERNING THE TRANSFERABILITY OF ANY CREDITS EARNED AT THE SCHOOL TO ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE AS SPECIFIED ABOVE. IT IS UNLIKELY THAT ANY CREDITS EARNED AT AN ITT TECHNICAL INSTITUTE WILL BE TRANSFERABLE TO OR ACCEPTED BY ANY INSTITUTION OTHER THAN AN ITT TECHNICAL INSTITUTE.**

This language is printed in the Catalog in all capital letters and bold type as shown above.

Additionally, you signed a Documentation and Disclosure Summary form which also states you received a copy of the school's Catalog. The Documentation and Disclosure Summary form provides that the Catalog discusses the "Unlikely Transferability of Credits to Other Institutions."

If you are seeking a specific license or to enter a certain program after graduating from the campus, the campus has made no representation that another body will accept the credits earned at the Thornton campus. As stated above, it is at the sole discretion of the other institution whether the credits earned will be accepted or recognized.

I appreciate you bringing your concerns to our attention. However, the facts do not substantiate a refund of tuition as you have requested. Your assertion the school is not properly accredited or authorized to offer certain degrees is unfounded.

If you have any questions or wish to provide any additional information, please feel free to contact me.

Sincerely,
Redacted by HELP Committee

Director of Compliance

Enclosure

BBB of San Diego
5050 Murphy Canyon, Ste. 110
San Diego, CA 92123
Phone: (858)496-2131
Fax:(858)496-2141

07/15/2010

ITT Technical Institute
495 La Tortuga Dr
Vista CA 92081

Dear Representative ITT Technical Institute:

Two weeks ago we sent you a copy of a complaint from the below referenced customer. Our cover letter requested a response from your company within 10 days.

For your reference, the complaint was submitted on 6/30/2010 5:06:40 PM and was assigned an ID of 8224758. The consumer's information appears here:

As of this date, we have not received your written response, so we are assuming that the complaint is still open. We encourage you to contact your customer directly with your response and then send or fax a copy of your response to the BBB, within 10 days of the date of this letter. If you choose to respond to us directly, we will forward a copy to your consumer. Please be sure to include the customer's name and address in any correspondence.

It is very important that you let us know how this situation is resolved so that it will not affect your report in our system. Please note that we are only requesting your side of the story, not directing you to alter your company policy. The only requirement we have for a satisfactory response is that it specifically address the issues of the particular complaint.

It is also important for you to be aware that if you do not let us know that you have responded to your consumer, your report in our system will indicate that you have an unsatisfactory record with the Bureau because your company does not respond to consumer complaints. In addition, every month we publish a list of companies who do not respond to complaints in our MemberLine Newsletter, and distribute it to over 6,000 businesses and media in the county.

Please call us on the consumer HotLine at (858) 496-2131 with any questions or comments.

Regards,
Redacted by HELP Committee

The Better Business Bureau

COMPLAINT INFORMATION

Customer Information:

Redacted - Business Sensitive

E-mail: Redacted - Business Sensitive

The details of this matter are as follows:

Service Issues

Customer's Statement of the Problem:
Hi, My name is Redacted - Business Sensitive and I currently hold a B.S. degree in Computer Science and Math and wanted to learn more about embedded programming. I spoke with ITT and was told that I would in time learn more about embedded programming at ITT but would need to go through some basic courses first in order to get to that level. After spending about 6 weeks (and quite a bit of my money, $2500) I was very unsatisfied with the progress, in fact we had just finished going over the basic algebra. Two of the other courses I was required to take, included an introductory class for new students and networking. I found recently that the teacher for networking was fired at the end of the term probably because of his inability to teach the students effectively. I am rather frustrated with the classes I took, felt that I learned nothing and do not feel a bill for $2500 is a fair amount to be paying for a rather inadequate education. In an economy that is rough at best, I cannot afford to give away money, especially $2500. This money could have been properly used to pay bills and pay down debt, but I used it in the hopes of improving my knowledge so that I could improve my worth in society, for a higher paying job. Instead now I have a loan to pay off and absolutely nothing to show for it. Services were not rendered nor delivered in a reasonable fashion that would be worth $2500. Thank you for your time, Redacted - Business Sensitive

Desired Settlement:
I would like a partial refund for an inability to deliver services in reasonable manner and time frame. I would be willing to settle on 75% of the full amount ($2500) because I understand it does cost money to pay for people's time to file paper work. In this economy I do not want to see anymore poeple lose their jobs, I understand it is tough.

ITT Technical Institute ITT

– Main Campus –
9680 Granite Ridge Drive
San Diego, CA 92123-2662
(858) 571-8500

– Vista Learning Site –
495 La Tortuga Drive, Suite 100
Vista, CA 92081-4321
(706) 630-1418
www.itt-tech.edu

July 28th, 2010

Better Business Bureau of San Diego

5050 Murphy Canyon, Ste 110

San Diego, CA 92123

Dear Redacted by HELP Committee

This letter is in response to a complaint submitted by Redacted - Business Sensitive to the Better Business Bureau on June 30th, 2010. Mr. Redacted by HELP enrolled in the Associate of Applied Science Computer and Electronics Engineering Technology degree for the June 2010 quarter at ITT Technical Institute in Vista, CA. This program helps graduates begin to prepare for careers in a variety of entry-level positions in many fields of electronics and computer technology, such as aviation, communications, computers, consumer products, defense and research and development.

The program consists of 96 credit hours including Technical Basic, Core and General Education Courses as outlined in the ITT Technical Institute school catalog and as reviewed by the Admissions Representatives of ITT Technical Institute.

Redacted - Business Sensitive has not contacted the ITT Technical Institute campus in Vista, CA regarding his concerns of the program or tuition charges that were incurred. The Student Complaint/Grievance Procedure is listed in the ITT Technical Institute school catalog. I have reviewed the student surveys from the March 2010 quarter as the June 2010 quarter is still in session and did not find any similar concerns as expressed by Redacted - Business Sensitive

If I can provide any additional information regarding this matter, please contact me directly at 760-630-1418.

Sincerely,

Redacted by HELP Committee

Director

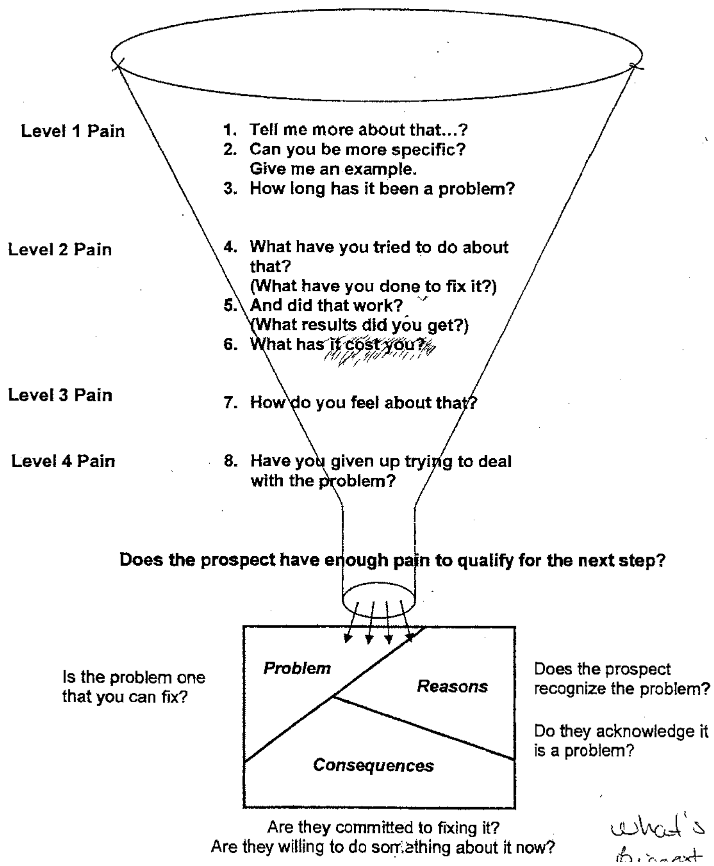
ITT Technical Institute

CC: Redacted - Business Sensitive

Sandler Sales Institute®

2. Pain Funnel and Pain Puzzle

Eight Questions



what's the
biggest concern you

ITT Educational Services, Inc.
Document 22, Page 1

ITT Technical Institute Questionaire
EXHIBIT 3

high school/GED questions	How would you describe your high experience?
	Did you feel successful in high school?
Level 1 Pain	**Tell me more about that; Can you be more specific; Give me an example**
	How did that make you feel?
	How did your parents feel?
	What could you do differently?
	What subjects did you feel most successful?
	What do you think was attributable to your success?
	What subjects did you feel least successful?
	What do you think attributed to that?
Level 2 Pain	**What have/had you tried to do about it? And did that work?**
	What has it cost you?
Level 3 Pain	**How do you feel about that?**
Level 4 Pain	**What are you willing to change now or have you given up trying to deal with the problem?**
additional education	How long have you been going to xxx college?
	Have you worked while attending?
	Have you wanted to work while attending?
	Why did you put off attending college after high school?
	How would you describe your college experience?
	Did you feel successful at xxx college?
Level 1 Pain	**Tell me more about that; Can you be more specific; Give me an example**
	How did that make you feel? How does your family feel?
	What have you tried to do about that? And did that work?
	What subjects did you feel most successful?
	What do you think was attributable to your success?
	What subjects did you feel least successful?
	What do you think attributed to that?
Level 2 Pain	**What have/had you tried to do about it? And did that work?**
	Do you feel that spending x amount of time at xxx college has held you back from where you want to be?
	What has it cost you?
Level 3 Pain	**How do you feel about that?**
Level 4 Pain	**What are you willing to change now or have you given up trying to deal with the problem?**

Phone Objections
January 16, 2009 Training

1. I am not interested. • How do you know you are not interested? • What do you know about our school that makes you not interested? • What prompted you to contact us, or inquire online? • What ARE you interested in, maybe I can help with whatever it is. • Just a short and simple "Why" it can prompt them to tell more. • What has happened or changed in your life between the time you made the inquiry and today? • "What college are you attending?" If none, "why aren't you attending college?"
2. I live too far away. It's too far to drive. • Some of our employees drive that far or even farther and they work sometimes 6 days a week, you would only have to come 2 or 3 days a week. • What other schools are in your area? Do they offer degrees or certification? What kind of accreditation do they have? • Have you considered relocating? Our career services department may be able to help you find housing and a job while you are in school. • Do you have a friend who might be interested? Maybe you could car pool or relocate together. • Our school is very different than other schools and is worth the trip to see how. • We have a hotel right next door.
3. I don't have gas money. • How do you plan on getting to your classes if you enroll? • Students can purchase bus passes through the school. • (hartline.org for routes and schedules) • We are all feeling that right now, and it is also the best time to get an education, so when the market turns around, you are more employable.

4. No ride.
    - Who will help you make your college choice? They should come with you. Maybe they could drive.

5. I did not request information.
    - We got your contact information some how. (We did not get your information out of the phonebook.) If they were looking for a job:
        - What kind of job are you looking for? What else do you know about that field?
        - When we meet, I can explain more about our career services department.
        - We offer career focused programs in similar fields.
        - How do you think an education would benefit your ability to find the right job?
    - Do you think someone else requested information for you?

6. I'm at work, can you call me back later? (I have gotten this one a few times and normally what happens is that they do not answer their phones after they realize it is you.)
    - If you are really interested I can give you a call back when you have more time
    - I respect your work ethic, when is a good time to talk about your future?
    - Are you really at work? Maybe it is not the case here, but sometimes people say that just to get off the phone. If you are interested please let me know so I can help.
    - Ok, I'll be quick, tell me, are you interested in on campus courses or online courses?
    - But you are interested in getting some more information on our school right?

7. She is not here right now but this is her mom and she is not interested in your school"
    - How old is she? (Find out if it is a dependent student.) I would really like to speak with her about her future. When might be a good time to get in contact with her?
    - What is she interested in then? What do you know about that field?
    - Has she looked into any other schools?
    - What is his/her educational background?
    - Just ask why she is not interested, or why they think she is not interested.
    - Treat the parent like the client; ask more questions.

Phone Objections
January 16, 2009 Training

8. How much does it cost?
   - I cannot tell you what your exact cost will be until you sit down with financial aid.
   - I don't want to mislead you with an incorrect cost, it varies student to student, our Financial Aid Administrators are the experts. You can meet with them when you come in for the tour.
   - On what criteria in addition to cost will you make your college choice? (If I am understanding you correctly, you are basing your educational options on cost alone?)
   - Do you want a discount education, or a valuable one that will give you a return in the future?
   - Education in an investment in you and an investment in yourself is never a bad investment.
   - You are asking all of the right questions, I think you should come in and get these answers for yourself and really see what we are all about.

9. I'm already enrolled at HCC.
   - What do you like about HCC? What don't you like about HCC?
   - That's great. Some of our students start at HCC to get their general education courses out of the way, then chose to finish here because we are a more career focused school.
   - Do you think you would benefit more from a career focused school with smaller class sizes and more one-on-one attention from your instructor?
   - People switch schools all the time.
   - You must have requested the information for a reason.

10. Don't know work schedule.
   - Did you just start this job? How do you like it? Is this something you would like to do long term?
   - Are you aware that we have night and weekend appointment times.
   - When does your next schedule come out, we can talk about it then and see if we can work something out.
   - Just keep talking to them, they might get more interested and set an appointment anyway.
   - How do you like the unpredictability of your schedule? Wouldn't you rather have a career than a predictable future?
   - We are talking right now, you must know your schedule for today why don't you just come in today and we can get started?
   - Let's set a time to meet now so you can let your employer know you need the time off before the schedule is posted.

Phone Objections
January 16, 2009 Training

11. I cannot come in this week but maybe next week I will have some time.

- What is going on this week?
- What will be different next week?
- We are open on Saturdays and late Monday through Thursday, maybe you could stop in after work.
- We can get everything taken care of in one visit, a tour, application, testing, Financial Aid and even your schedule (maybe?)

12. "I can't do anything right now. I have just too much going on."
    - Have you thought about online classes?
    - How long do you plan to wait to start school?
    - What is preventing you from starting now? (How permanent is the situation?)
    - You should at least come in and see what we have to offer you and what kind of options you will have when it IS the right time.
    - Most of our students have busy lives, which is why they like our convenient class schedules. Full time can be as little as two or three days a week.

13. I don't graduate until ???? date. I/My child does not graduate until June, I/we still have time.
    - What options do you plan to consider during that time?
    - Many high school seniors that are serious about their education already have their college acceptance letters.
    - Now is the time to start touring schools, you want to have the time to visit as many as you can and figure out which one is the best.
    - We have many high school students who have already applied here and have been accepting and arc working on their financial aid.
    - Our open house for high school seniors, like a lot of other schools, is held annually in October. If you haven't been to one yet you may be behind schedule.
    - We do have four starts each year, your child can get started sooner rather than later..
    - Many of our classes are already filling up.

14. Was only looking for info to be mailed.
    - I'd really hate to just try and package our school in an envelope. You don't get a full idea of our school unless you actually visit us and see the environment and culture of ITT.
    - A handful of brochures will not show you the great attitudes our students and faculty have.
    - Many times people ask for materials to be sent because they are comparing schools? Who are you comparing?
    - That is like making a decision on an apartment based on pretty pictures in a brochure. What you actually get is often different. You really should come to the campus and see for yourself.
    - The information I send will likely only create more questions. If you come in for a campus tour, I can give you the information and answer your questions all at once.
    - Everyone who enrolls at our school goes through an interview and a tour.
    - If they won't give up, redirect them to the website "All the information I can mail to you is posted on our website. Why don't you review that, write down your questions, and I will call you back Monday at 1:00."

15. I am looking for Nursing, Radiology, and Diesel Mechanic. "I'm only interested in "underwater basket weaving"
    - What do you know about that field? What about growth and opportunities?
    - Where is that field going in the future? How much do those jobs depend on the economy?
    - I don't know much about that program, but I do know a lot about this one that sounds like you might be interested in, or could be good at.
    - What is your plan B if plan A doesn't work out?
    - We have programs that you might not have even considered before, just think about them.

16. When they start asking many good questions over the phone, what to say not to give to much info but enough to make them come in for more.
    - You are asking all of the right questions, why don't you write them down and bring them in with you so we can talk about them.
    - During your visit here you will have the opportunity to ask each program's chair as well as financial aid.
    - You know, it looks like we're on the same page here I think you should come in so we can discuss it all more and you can get a feel for our environment as well.

Phone Objections
January 16, 2009 Training

17. A person who has called in to cancel and supposedly reschedule an appointment gives an excuse as to why that cannot come in at the 1st scheduled time and then reschedule. They do not show and you can usually never reach them again. What should be said while scheduling the second appointment? Because while rescheduling, you make sure to confirm that this person will be able to make the 2nd (or 3rd) scheduled appt. What else can be done? • Peel back the onion until you get the true objection. The first objection they bring you is rarely the real objection. Loop back to the real objection. • I am blocking out time for you that could be used by someone else, if you are not going to make it or are not interested please let me know now so that I can give someone else your spot. • Maybe it is not the case here, but sometimes when people reschedule they have no intention of actually coming in but don't want to say so, is that the case here? • Academic advising is a service we provide to the community, if you do not want to take advantage of it, that's ok just tell me.
18. When a person says " I have heard that your credits will not transfer to other colleges" I usually respond w/ "as with all colleges it is up to the receiving college as to whether they accept other colleges credits" If there is a better response I certainly welcome it. I lost an interview because of this (I believe that was the reason) • No school can guarantee that all of a student's credits will be accepted at another school. • You can bring in your transcript for evaluation, some credits may transfer in. • What are your future plans regarding school? Or after you finish school?

Ways to combat "drops" in Marketing during the class building period.

Communication

- Remain centered, focused and calm. Remember, most of the time drops late in the quarter are due to FEAR!
- Don't take things personally
- Stay in constant contact through phone calls, emails, etc. Remember nothing can replace voice to voice contact.
- Remind them of their motivation often. Use this to keep them motivated.
- Remind them of what things will be like if they don't continue forward and earn their degrees.
- Poke the pain a bit and remind them (if applicable) who else is depending on them and their commitment to a better future.
- Use visuals and analogies. Remember most humans are visual learners.
- Avoid words such as "concerns" or "issues". Many times these words imply there are not solutions. Instead talk about "obstacles"...obstacles can generally be moved in order to continue going down a specific path.
- Watch the stress tone in YOUR voice when communicating with them. Remember, they are NOT numbers...they are students.
- Use positive speak. Example "**When** you come to classes next week."

Invite the obstacles

- Do not fear obstacles; embrace them. The better you are at inviting them, being patient to work on them, and taking on the role of "solutions provider" the stronger you will be as a Rep. AND the better your students will feel as you became their advocate to success.
- In the initial (or future) phone calls listen for things which may give you some insight on potential obstacles. Things dealing with kids (potential time, money and transportation obstacles?), things dealing with transportation (shuttle passes?), spouses (are they supportive? Co-signer potential?), parents (are they supportive? Co-signer potential?), grandparents (supportive? Co-signer potential?), etc. Ask about their current employment situation. Are there potential work schedule conflicts? If so, how supportive is the employer? Can we assist the student through Career Services seeking more "education friendly" employers allowing an appropriate work schedule for your student to attend class?
- Remember, if cost is an obstacle...it is also part of their motivation! (If they don't make a change, where do they see their finances in 2 years, 5 years, 10 years? If they DO have a degree, where do they see their finances?)
- Remember EVERYONE wants to graduate, but NO ONE wants to start. AVOID statements in your initial conversations such as *"when do you see yourself starting classes?"* Instead use phrases such as ***"How soon do you see yourself GRADUATING?"***

FA Process

- Do your best to always get the "buying influence/buying committee" to attend the initial conducted interview. If they don't attend then, have them attend the actual FA Conduct. Have them show up about 15 minutes before their FA Conduct and pull the questionnaire back out and review the students motivation and what they liked about the school. Take another walk through the campus (with the buying influence/buying committee) and invite their questions. Get them in a positive state of mind before they meet with their FAA so they feel motivated again to embrace the next step.
- Do your best to ensure SmartForms is completed prior to the FA Conduct.
- Get your student in for the FA Conduct as soon as possible (72 hours or less) following the initial application interview. The sooner the better. Any scheduling over 7 calendar days must be approved by either the DOR or DOF.
- During your initial conducted interviews provide your FAA (prior to testing and the Pre-Req.) the students social security #, name and birthdate for them to look them up on NSLDS.
- Re-educate the student on the FA process. Ensure they (and any buying influences/buying committees) understand WHAT a co-signer is, and what it is NOT.
- Encourage activity in the initial FA Pre-Req. Have taxes faxed over right then from the IRS. Contact any potential co-signers and introduce yourself and ask if they have any questions for you or the FAA (while the student is sitting there with you).

Other ways to maintain the commitment

- Before a student signs the back of the questionnaire to apply have them hand-write their thoughts on "Why ITT" at the bottom right hand side of the inside of the questionnaire where it states "What Is Important To You Notes". Let the student know the Manager of Recruitment AND the Director of Recruitment review these to ensure the students we enroll are committed to success in their classroom and their futures.
    - Be 100% sure when the students do this you enter this information in to IRIS. You will be able to refer back to it and use the information to help keep them motivated along the way.
    - After they fill in their statement(s) ask them, *"Teddy, this is great! What role can I play in helping you stay on track and being a supporter of your goals?"*
- Have other Rep's call and confirm attendance for classes, conducts, FA Conducts, etc. Some times students will share other insight with someone other than you. Many students do not call us if they are scared, or if they change their minds, because they feel as though they are letting you down.
- If a student is getting cold feet, have them sit down (even if it's over the phone) and write out a "Pro's and Con's" list regarding their future if they do NOT start. Get them to verbalize things. Remember ASK DON'T TELL! You can not convince anyone to go to school by what you say. You CAN convince them to go to school by asking questions and allowing THEM to hear things in THEIR words why going to school will benefit their futures.
- Do NOT give up on finding a solution until you have exhausted your efforts in speaking with peers, managers, people in other departments, etc. Remember; **be THE solutions provider for their future**. They will thank you at graduation for your persistency and your tough love.

January 5th Friday Morning Training Session — walkin - Not present
Reps who attended: Redacted by HELP Committee

Phoning Techniques

The main purpose of a phone call is to get the prospect Want more

How do we do this?

1) **Establish** Rapport

Questions we can use:

Is this information for you or Someone ?
What is your educational background?
What year did you get your GED or HS Diploma?
Do you have any College credits? If so When? How Long?
What classes did you enjoy?
What kept you from Graduating?
What makes you feel like you are ready now?

2) **Find the prospects** Motivation

Questions we can use:

Why are you looking to earn your degree now?
Why is (response to the first question) so important to you?
What steps are you taking (insert motivation from above)?
Tell me more about that!!

3) **Get him/her to feel the** Pain **of their current situation**

Questions we can use:

What do you do now for Employment?
Is there anything you Like about your current position?
Do you want to move up with this company?

If they are not working, how do we get them to feel the pain?

What type of positions are you looking for?
What credentials would be beneficial to help you get into a career?

4) **Make a connection between the** motivation **and getting a** DEGREE

Questions we can use:

Why do you feel earning a degree will help you (insert motivation)?
How long have you been thinking about going back to College ?
If you decided not to attend college, do you feel that you would be able to ______________? Tell me more about that!!
What has kept you from moving forward with your goals?

Let's give it a try!!

Establishing Rapport
Introduction then go right into: I wanted to follow up with you regarding your request for information about **earning your degree.**
Is the information for you or someone else?
A. It's for me!
What is your educational background?
A. I have a ged and attended college a couple of years ago.
How long did you attend college?
A. 2 quarters
What kept you from completing your **degree**?
A. I didn't like taking all those general classes. I wasn't able take classes in my major.
What were you studying?
A. Criminal Justice
Are you still interested in that field
A. Absolutely
What interest you about the **CJ field**?
A. I have always wanted to be in the law enforcement field
What area do you want to pursue?
A. I want to be a police officer or maybe some type of security

Transitioning into digging for the motivation
How will earning a **degree now** help you get a career in the CJ field ?
A. I'm not able to get into the law enforcement field without it a degree.
When you get a **degree** and get into the **law enforcement field** how would your life be different?
A. I would be enjoying what I do and hopefully would be making more money.

Tell me a little bit more about that. Why is making more money and enjoying what you do so important to you?

A. I have had some really crappy jobs and I don't want to do that the rest of my life.

Transiting into feeling the pain

What type of jobs have you been doing?

A. Mostly fast food and warehouses

Did you like anything about the jobs you had?

A. I liked some of the people but the actually job sucked

What made the jobs unbearable for you?

A. I would do the same task over and over – very boring

So it sounds like you would like something that is much more challenging – is that correct?

A. yes

Transitioning into making the connection between the motivation and getting a degree

How will getting a degree in the CJ field be more challenging for you?

A. My uncle was a police officer and he used to tell me all kinds of stories.

You said that you have been out of college for a couple of years so why do you feel the time is right now?

A. I have been thinking about college for about 6 months and feel that if I wait any longer I won't do it at all.

What do you feel your next step should be?

A. I need to get enrolled into a program

Our next step is to set up a time to visit the campus. This appointment will take approximately 2 hours and I'll need you to bring a copy of your GED if it's available and your SS card. Does tomorrow at 2pm or 5:30 work better for you?

A. I have to work tomorrow but I should be able to make it by 5:30.

Would you like to make it at 6pm to insure that you'll be on time?

A. That would be great.

Let me give you some directions……

Do you know anyone else who might be interested in our programs?

A. I do have a friend that has been talking about schooling

Great. Do you think he might be available tomorrow night?

A. I'll ask him

I would encourage you to bring him too. I'll see you tomorrow at 6pm.

NOTES IN IRIS
In the **phone out section,** please put detailed notes. Here is an example:

"He is very interested in the CJ program. Attended college for 2 quarters a couple of years ago, but quit because he couldn't get classes in his major. He has been working in the fast food and warehouse industries the past couple of years and is very bored. He wants a career that is challenging and will pay more money. Set an appt for tomorrow at 6pm."

Pending open contact should be an Interview…

Basic rules for setting an appointment

1. The appointment must be set within 3 days of your call. Anything past this really increases the chances of them NOT showing.
2. Give the prospect a realistic perspective of how long the appointment will take. Our expectation is that the prospect will complete the admissions process.
3. Remind them to bring their social security card and a copy of GED or High school diploma. It not crucial to have these documents so make sure to let them know if they are easily accessible to bring them.
4. Put the appointment into your outlook calendar so the front desk will know who is coming in. It makes the prospect feel special when the receptionist can say "You must be here to see _____!!

Homework

Please put together a list of questions (at least 10) that are layered properly to get a student wanting more that you will be using during your phone calls this next week.

Email this to me by the end of the day on Friday, January 5th.

Sample Actions for Common Objections

Type of Resistance	Student's Objection	Rep Response
Price - Funding	*"That is too expensive!"*	*"Could you share with me your thoughts or ideas as to why you think it might be too expensive?" "You've indicated that you have talked to another school, may I ask what they offer and how it differs from services?"* *"Financial Aid is available to those who qualify. ITT Technical Institute has a full-time staff of Financial Aid Administrators who work with our students to develop a financial aid plan to help pay the cost of their education."*
Time	*"I don't have the time right now to start school."* *"I'm working right now."*	*"Our process for taking online courses is designed around busy schedules like you have. In many cases, people with busy schedules find that online classes offer the flexibility they need to be a successful student"* *"Your courses are available 24/7 and can be accessed from anywhere with an internet connection. The convenience of completing your course work anytime day or night has helped students balance busy schedules."*

ITT Educational Services, Inc.
Document 27, Page 1

Sample Actions for Common Objections

Type of Resistance	Student's Objection	Rep Response
Uncertainty	*"I've changed my mind."*	*"What changed your mind since you first inquired?"* *"What would be different in your future if you did not attain a degree?"*
Lack of Technology Skills	*"I don't know how to use a computer that well."*	*"Before you begin your classes, you will have the opportunity to participate in an online student preparation course. This will describes the protocols and procedures that a student must follow when taking an online course. This preparation course can help a student prepare for what to expect once courses actually begin."* *"We begin with courses that show you how to use Microsoft Office tools. In addition you will be assigned a Student Support Coordinator to assist you with any technical difficulties you may have. They can also connect you with tutors if you are struggling with course materiol. How would you find this helpful in your success as a student?"*

Sample Actions for Common Objections

Type of Resistance	Student's Objection	Rep Response
Campus Versus Online	*"I prefer face-to-face learning."*	*"Do you have a full-time or part-time job?" "How would you fit your campus school schedule in your work schedule?"* *"Our online education offers student's the convenience and flexibility in completing their education at a distance. Online students are offered tutoring assistance to help them be successful in their program of study. How would you find these services beneficial to you?"*
Employment	*"I need a job before I can go to school."*	*"Okay - Are you more concerned with how to pay for the cost of your education or improving your career direction?"* *"ITT Tech provides student's Career Services. These services include assistance in resume preparation, cover letter development, interviewing skills and career search opportunities. Students are also able to post their resume to the ITT Tech Career Services Job Bank and matches your current projected employment opportunities." How do you feel these services would help you find employment?"*

Sample Actions for Common Objections

Type of Resistance	Student's Objection	Rep Response
Disconnected/Hang up	*Unknown*	*Immediately call back. Hello, this is <Rep's full name> with a follow up call from ITT Technical Institute Online Division, in Indianapolis. May I speak with <Student's First Name> <Student's Last Name>, please?* *(The DBA (Delay Before Announcement) may not have connected the student to the rep so the potential student hangs up.)*
Can't talk right now	*"Can you send me some information?"*	*"What program are you interested in? What about this program interests you? I will be happy to send you this information. When would be a good time for me to call back so we can discuss this information in detail?"*

Sample Actions for Common Objections

Type of Resistance	Student's Objection	Rep Response
Accidental	*"I was just applying for a job."*	*"Do you feel that you have the education you need to obtain your ideal job?"* *"Do you know anyone else who might be interested in obtaining a degree?"*
Repeatedly called	*"I've been called several times."*	*"I understand how this can be frustrating. I will make sure this doesn't happen in the future, but first, let me verify your name, phone number, and email address so I can take you off our calling list. As a special favor to you I will send you some information about our degree programs with my contact information at the bottom of the letter, so when you are ready to discuss attending school, you can contact me personally."*

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HANDLING OBJECTIONS

SITUATION #1

In this situation, the Representative will answer the prospect's concerns about the cost of the program. Read how the Representative shifts the prospect's emphasis from cost to value by reconfirming many of ITT Tech's benefits.

Prospect: I like the program, but it just seems like it's very expensive.

Representative: Let me ask you, is it the cost of the program or your ability to pay that you're concerned about?

Prospect: It's the cost. I know the community college offers a similar program for a lot less.

Representative: NAME, you have every right to be concerned about that because your education is really your investment in the future, and you want to get the most for your dollar, right?

Prospect: I sure do.

Representative: That's good because ITT Tech offers some advantages that make it more attractive than most other programs—especially for someone who wants to develop marketable skills like you do However, these benefits are expensive to provide. Let's review some on these. To begin with, we offe a full array of student services, which include....(LIST)..and that really helps the learning process. No don't you agree those are important features to have in the program you choose?

Prospect: Yeah, I guess so.

Representative: You know, NAME, a long time ago, ITT Tech made a major decision—it is easier t explain price once than it is to apologize for quality forever. I'll bet you agree that we made the right decision, don't you think?

Prospect: That makes sense.

Representative: Good. NAME, the next thing I need is some information...

The Representative was successful because he had already established the prospect's commitment to education as an investment in the future. By reconfirming benefits that have reinforced the prospect's commitment, the Representative could establish ITT Tech as a logical and worthwhile choice.

SITUATION #2

In this situation, the Representative must help the prospect make a decision between ITT Tech and the state university. The Representative uses an approach and a personal experience that allows to dramatically reconfirm many of the benefits she had already presented as well as add new information.

Prospect: It sounds good but I can't decide between ITT Tech and the state university.

Representative: NAME, I can understand how you feel and you have every right to be concerned abo making the best decision. I'd like to make a suggestion. My father taught me a valuable technique for making important decisions. He told me if the decision is the right thing to do, he wanted me to do it. I it wasn't the right thing, then he wanted me to avoid it. Isn't that about how you feel?

Prospect: Yeah.

Representative: Here's what my father had me do. He'd have me take a sheet of paper and draw a line down the middle. On one side, he'd have me write "Yes" and under that I'd list all the reasons favoring the decision. On the other side, he'd have me write "No" and beneath it I'd write all the reasons agains the decision. When I was through, I simply weighed the items in each column and the decision was made for me.

Prospect: Ok.

Representative: Let's see, you said you wanted a practical education that's relevant to your future career, right?

Prospect: That's correct.

Representative: You said you wanted to complete your education as quickly as possible so that you can get a head start on your career...that's an important reason. Are there any others we've left out?

Prospect: Well, availability of lab time.

Representative: That's right. We don't want to forget that. Any others?

Prospect: Not that I can think of.

Representative: Well, I guess that completes that side. Now let's see what reasons we can think of fo not applying to ITT Tech.

Prospect: Let's see, the state university is a little closer to home. The tuition is less. I know several people who will be going there...and they do have lots of fraternities.

Representative: Are you finished?

Prospect: I guess so.

Representative: Well, NAME, let's count them up. Why don't we start with the reasons for--one, tw three...thirteen, fourteen. Now the reasons against—one, two, three...seven, eight. Now I realize tha we may not have come up with every reason—pro or con, but the list is fairly complete. Don't you agree?

Prospect: Yeah, I guess it is.

Representative: Then if you consider the information here, the decision is pretty evident, isn't it?

Prospect: You're probably right.

Representative: If that's the case, NAME, then we need to go ahead and apply for your admission....

The Representative used the "Balance Sheet Approach" to answer the prospect's objection. Th approach has been used successfully for years in many formats. It works so well because it is both as logical and graphic method for making decisions. One of the keys to using it is how your introduce it. The more personal and sincere your introduction, the more effective the results will be. Use this as an example but find ways to personalize your own approach to fit your personality and style.

SITUATION #3

"I want to think it over" is a very common "smoke screen" that you will hear quite frequently. The Representative empathetically and persistently questions the prospects "smoke screen" until he identif the real objection.

Prospect: I guess I just want to think it over. After all, you're the first school I've really looked at.

Representative: I see. Tell me specifically what you are concerned about.

Prospect: I don't know, I'm just not sure. It's a big decision.

Representative: I can appreciate that. Since you are interested, you want to give this decision carefu consideration, right? But just to clarify my thinking, what is it that you wanted to think over? Is it the quality of the education you'd receive at ITT Tech?

Prospect: No, ITT Tech is a great school.

Representative: Is it going to school during the summer?

Prospect: No, I like the idea of being able to complete the program in less time.

Representative: Are you concerned about working part time?

Prospect: No, it's not that. I guess I'm just not sure I can handle all of the math. You know, it's bee few years since I've been in school.

Representative: I see. Then you're concerned about the amount of math in the program and your ability to handle it. Is that right?

Prospect: That's pretty much it.

Representative: I can appreciate how you feel, NAME. But you have gotten the wrong impression about our _________ program. Let's review the course descriptions in the catalog and see if I can answer your concerns about math. To begin with......and that's the extent of the math in our _________ program. Now can you see where it's fairly well suited to your interest and abilities? W also offer tutoring, free of charge, if you need additional help.

SUMMARY

Now that you've seen responses to different objections, let's review the concepts.

We began by classifying objections into three basic categories: "smoke screens," irresolvable conditions, and real objections.

Next, we talked about the three principles to follow whenever you encounter an objection:

- Don't argue
- Protect the buying committee's ego
- Lead people to answer their own objections

Then we discussed neutralizing and resolving objections, the two ways you can handle the concerns of the buying committee. Neutralizing objections during the interview is by far the most effective.

Next, you were given a six-step method for resolving objections:

- Listen and hear the prospect out
- Acknowledge the legitimacy of the prospect's concern
- Clarify the prospect's concern
- Answer the objection
- Confirm your answer with the prospect
- Complete the finalization process

Finally, we outlined five techniques for answering objections:

- Provide new information
- Reconfirm benefits
- Describe an alternative plan
- Clarify information that was misunderstood
- Turn a stated negative into a positive

Objections can be your road map to successful presentations. Each objection is an opportunity satisfy the concerns of the buying committee and move the interview closer to a positive decision.

Keep the following points in mind when you begin to apply the material covered here:

- Don't be misled into thinking that resolving objections can save a poor presentation. Th purpose of answering objections is to get you "back on track" with the buying committe and to move their decision in a positive direction.
- Your answer to an objection must be built on a foundation. That foundation must be bui during the normal course of the interview.
- Be prepared to use several techniques or combination of techniques when answering an objection.
- Always be looking for buying signals when resolving objections.
- The key to becoming skilled in neutralizing and resolving objections is to learn the basic concepts and techniques and then personalize your responses by studying, practicing anc critiquing your presentations.

Plan for hitting start goals

Calls
I will make at least 100 calls on days that I have no interviews scheduled
I will attempt to make 100 calls on all other days regardless of interviews
I will never make less than 60 calls in a day
If I can not reach a student I will use all information in my power (all phone #'s, email, mailer's, emergency contact form, etc.) to reach them

Interviews
I will schedule three interviews a day
If I have to come in on unscheduled Saturdays to meet the student's needs, I will
When scheduling interviews I will always ask the potential student to bring someone with them
During interviews I will always ask for referrals
I will encourage students to start in the most recent term b/c there is a higher start percentage than when a student waits

Financial Aid
After a student applies I will schedule their FA appt. with in 48 hours
I will follow up with all my potential students weekly to keep them excited
I will discuss with students, during the interview, the possibility of needing a co-signer

ITT Educational Services, Inc. ITT

COUNSELING FORM

EMPLOYEE NAME	EMPLOYEE NUMBER	DATE PREPARED
Redacted by HELP Committee	120333	11/16/2009
JOB TITLE	**DATE OF HIRE**	**DATE IN POSITION**
Representative	1/2/2008	1/2/2008
SUPERVISOR NAME	**DEPARTMENT**	**LOCATION**
Redacted by HELP Committee	Marketing	Everett 077

Purpose of Form: *This Form is intended to be a tool for supervisors to document counseling with employees in accordance with the Company's Corrective Action Policy ER 14.1 and to assist the supervisor with the counseling itself. Completed Counseling Forms must be retained by the supervisor. The Form should not be submitted to Human Resources until such time as Human Resources requests the Form or the supervisor seeks to initiate corrective action, completes the Corrective Action Form, and attaches this completed Form.*

Background Information	*For discussions related to performance, provide relevant facts, e.g., performance results for specified time periods. For discussions related to conduct, describe observed conduct, date, time, place and witness(es). Also include information regarding any prior counseling.* Lack of performance relative to PP&E guidelines.
Counseling Discussion	*1. Explain the **reason** for the counseling and the specific performance/conduct concern(s).* *With an overall 4 on your prior years PP&E I am concerned about your December start position. December is the first quarter of the year and it is imperative that you finish this quarter on track for the new year.*
	*2. Clearly describe **expectations** of an acceptable level of performance or conduct.* *In order to at the minimum company expectations it is important that you achieve at or above the company average for each category on the Rep Plan Vs Actual. Those numbers are: Contact: 76% Scheduled: 39% Conduct: 37% Applied: 87% Accepted: 94% FAC Conduct: 79% and or achieve a final conversion ratio of between 4.4 and 6.4% for the quarter.*
	*3. Gain employee's **commitment to improve** performance or change conduct.*
	*4. State the **consequences** of not improving/changing (i.e., the need to initiate corrective action).* *If your performance does not show immediate and sustained improvement, further corrective action may be taken, up to and including termination of employment.*
Plan of Action	*Describe the action the employee is expected to take to improve performance or change conduct. For performance improvement discussions, include specific, measurable performance goals and timelines. For conduct improvement discussions, set forth what constitutes unacceptable conduct and what constitutes appropriate conduct.* *I will run a Rep Plan Vs. Actual weekly to track progress and follow up evey Friday with you to provide coaching. You should be prepared to discuss the current weeks conducts and motivation during this meeting. Gaining commitment at the scheduled and applied stages will be the key to improving performance for you.*
Follow Up Date	*Date supervisor plans to have follow-up discussion with employee.* *December 16, 2009*
Counseling Discussion Conducted By	PRINT NAME Redacted by HELP Committee — DATE 11/09/09 SIGNATURE Redacted by HELP Committee

Original Form to be Retained by Supervisor HR/11-1-07

Redacted by HELP Committee

TO: Representative

Redacted by HELP Committee

FROM: Director of Recruitment **cc:** Director; HR File

DATE: April 24, 2007

SUBJECT: Letter of Concern

This letter serves as a written record of our conversation on March 29, 2007 regarding your job performance. A review of your work performance for the March Start has shown that your production has fallen below the goals established for your position. The information below outlines your weekly goals versus actual performance in the activities required to meet your minimum start goals:

PERFORMANCE MEASURES	GOALS	ACTUAL
Conduct	34	15
Applied Status	31	14
Accepted Status	30	13
FAA Conduct	19	5
Starts	10	3

. We have discussed steps you can take that will help you achieve better results and bring your performance up to an acceptable level. They include:

- *Focus on overcoming objections or search for hidden objections during your phone and personal interviews*
- *Study and practice the presentation so that you are better prepared for student interviews.*
- *Effectively apply the training you have received. If there are areas in which you would like to receive more training, you must let me know.*
- *Put forth the effort to obtain at least one personal referral each week.*
- *Make confirmation calls to all candidates you have applied for Financial Aid appointments within 48 hours of their appointment.*

Following these steps and recommendations will put you in a better position to meet both the activity and start goals for your position.

ITT/ESI values you as an employee and it is my intent to make you aware of this situation. I want to assist you in any way that I can and will continue to monitor your progress and provide you with feedback. I will continue to monitor your performance and update you on your current start position. We will re-evaluate your position again at mid-quarter to ensure adequate progress is being made. If you have questions, please do not hesitate to let me know.

I acknowledge that I have read and understand this Letter of Concern.

Redacted by HELP Committee

Employee Signature ______________ 24 APRIL 2007
Date

Redacted by HELP Committee

Manager Signature ______________ 4-24-07
Date

Redacted by HELP Committee
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Redacted by HELP Committee
FROM: Director of Recruitment **cc:** Director; HR File

DATE: April 24, 2007

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I acknowledge that I have read and understand this Letter of Concern.

Redacted by HELP Committee

Employee Signature — 24 APRIL 2007
Date

Redacted by HELP Committee

Manager Signature — 4-24-07
Date

Sample open probes

MOTIVATION
- How long have been thinking about getting your degree?
- What motivated you to inquire about getting your degree now?
- Why are you looking to return to school?
- How has not having your degree affected you?
- What did that mean for you?
- What does not having a degree mean for you know?
- What will having a degree mean to you?

EDUCATION
- Tell me about your previous education……
- Have you attended a college or university before?
- What was the learning environment like?
- Did you enjoy your experience?
- What kept you from finishing?
- What concerns do you have about returning to school? (time, cost, value, fear)

CURRENT WORK
- What do you do for a living?
- Where do you currently work?
- What do you do there?

FINANCE
- Does your company have tuition assistance?
- How do you plan on financing your education?

TIME-LINE/START DATE
- How soon would you like to graduate?
- Ideally, when are you wanting to graduate?
- Do you think you could be successful in this type of program?

SCHEDULE
- Tell me about your schedule…
- What hours do you normally work?

PROBING MOTIVATION QUESTIONS

- Tell me more…
- What will be different this time?
- What barrier do you see preventing you from returning to school?
- What is going to keep you in school when it gets hard?
- Tell me what that will mean for you…
- How did/does feel?
- Tell me more about that…..
- When you say XYZ what do you mean EXACTLY?

Follow up:

- I send out a thank you card/email after meeting with each potential student, whether they apply or not to thank them for their time. If they have applied/accepted I will note their fa apt and that I will meet with them after that apt.
- For all applied/accepted I note in my **calendar** their fa apt. If I am not here for their apt I follow up with the fa advisor to find out how their apt went. Same if they meet with education, Claudette for testing, transfer credits, etc. Put notes in IRIS. This will help you in the Show Meeting when asked about your students.
- I stay in touch by emailing or calling to see how that new job is going, new baby, etc. this is where it is important to put this information in IRIS so that you can refresh their motivation. This especially important when you have a student who has applied for a quarter that is out for months – stay in touch with them.
- Applied/Cancelled List: I constantly work my cancel list during the year and enroll 2-4 a year from that list. Check in IRIS for their motivation - call or email to see how they are doing and if ready for school.

Referrals:

- The majority of my referrals that turn into sits are those from my existing students who are doing well in school. Again, when you are out talking with your students be sincere in finding how they are doing.

Re-entries:

- The goal would be to not have students drops, so you would not have them on the re-entry list! If this is a student that you have developed a relationship with you should know why they dropped and what issues they have facing. It is much harder if you inherited a student and have not developed that relationship prior.

-REFERRAL TAKE AWAYS-

Who do you know that might be interested in a career in technology

____

Who do you want sitting in class with you?

____

Who else do you know that could benefit from getting their degree?

____

Who else do you know that is interested in __________?

OVERCOMING OBJECTIONS

1.) Clarify their concern"
  a. "…so what I hear you saying is that you NEED….
2.) Temp check
  a. "Is that right?"
3.) "So if I could show you a way that you could _____ and get your degree would that interest you?

DRIVE THEORY

1.) PAST
  a. Life without your degree…
  b. Why now?
2.) PRESENT
  a. Why now? What is happening now to motivate you
  b. What is it like without having a degree
3.) FUTURE WITH
  a. What will your life be like in two years with a degree?
4.) FUTURE WITHOUT
  a. What will life be like without one?
5.) WHICH FUTURE DO YOU WANT
6.) WITH THAT IN PERSPECTIVE ON A SCALE FROM 1 TO 10…

BENEFIT STATEMENTS

1.) Summarize
  a. "So what I hear you saying is….."
2.) Temp Check
  a. "Is that right?"
3.) Two-sentence benefit statement
  a. "Here at the IT Tech…"
4.) Temp check
  a. "How does that sound?"
5.) WIIFM
  a. "What that means for you is…."

-STUDENT PLAN-

-CALL STRATEGY-			
	MORNING	**AFTERNOON**	**EVENING**
DAY – 1	**(VM - #1)**	(no msg)	(no msg)
DAY – 2	(no msg)	-	-
DAY – 3	(no msg)	(no msg)	**(EM -#1 or #2)**
DAY – 4	(no msg)	(no msg)	(no msg)
DAY – 5	(no msg)	**(VM - #3)**	(no msg)
DAY – 6	-	-	-
DAY – 7	(no msg)	-	**(VM - #4)**
DAY – 8	**(EM - #3)**	-	-
DAY - 9	-	(no msg)	-
DAY – 10	**(VM - #5)**	-	-
DAY – 11	-	-	-
DAY – 12	-	**(VM - #6)**	(no msg)
DAY – 13	(no msg)	-	-
DAY - 14	-	**(EM - #4)**	-

-LEAD RE-ASSIGNMENT-

- POST-INTERVIEW TASKS-	
-ADMISSION TEST-	(SCHD TIME AT INTERVIEW)
- F.A. APPT.-	(SCHD TIME AT INTERVIEW)
-REGISTRATION-	(SCHD TIME AT INTERVIEW)
-1ST DAY OF CLASS-	(SET AS CALL TASK)
-2ND WEEK OF CLASS- (CHECK-IN)	(NOTE DATE IN IRIS)
-MID-TERM CONGRATS – (CARD)	(NOTE DATE IN IRIS)
-STD BIRTHDAY – (PHONE CALL/CARD)	(NOTE DATE IN IRIS)
-FINALS – GOOD LUCK (SURVIVAL KIT)	(NOTE DATE IN IRIS)
-FIRST QTR DOWN – CONGRATS (PHONE)	(NOTE DATE IN IRIS)

- WAVE TAKE AWAYS-

ADDRESS:
-MOTIVATION
-CONCERNS
-OBJECTIONS
-THINGS THEY DON'T KNOW

SUMMARIZE:
1.) SUMMARIZE - **UNDERSTAND** WHAT THEY ARE TELLING YOU
2.) LINK IT BACK TO **MOTIVATION** OR **CONCERN**
3.) HOW WILL GETTING YOUR DEGREE HELP YOU TO GET ____?
4.) WHAT DO YOU NEED TO DO TO MAKE THAT HAPPEN?

VERBAGE:
"So, let me see if I am understanding you correctly"
-(summarize concerns, objections, motivation)
"If you don't do this, how will you get _________?"
"To make that happen, your next step is _________."
"Tell me about your schedule"
"One of the benefits of ITT Tech is _________ (address concerns, objections, motivation) ....and when you come in, I am going to show you how _________."

Open Probe

Ask open probe other than yes or no

More development probe -

a) Build a question of previous answers
b) Cookie "that's awesome", encouraging words ask another probe, real meaningful.
c) Summarize motivation

Open probe –

What do you want to accomplish?
What's motivating you at this time to go to school?
How can I assist you today?
What is it about ITT that sparked your interest?

What's motivating you to back to school?
I want to make more money "why do want more money?"
Pay bills "can you pay them now?"
No hard – Summarize "you can pay them now, is money tight?
What do you mean exactly? Clarifying question.
Tell me more
How will that make a difference for you?
How will that benefit you?

Avoid pain/seek pleasure
Just mail me something – what information are you looking for?

Stalls
Agree
Throw a cookie

<u>Our prospective students:</u>

Want to hear from us

Want to know what we have to offer

Want us to call them about our school

Want us to be tenacious about whom we are

Want us to be patient

Want us to be understanding of their situations

Want us to empathize with them

Want us to walk a mile in their shoes

Your clients are your customers

Your customer pays your paycheck

Your customer determines your success or failure

Listen to your customers and understand their anxieties and decisions and challenges

Closing

My Time Is Important!

What do you think your next step is?

... Your next step is for you to....

(hit on some of their hot spots – career services, meeting the chair, financial aid, etc)

... How does that sound?

I have an opening _______ at _______?

If no then the next day from when previously said

If they are having trouble making time, make sure they are going to make time for school, and if they are, why can't they make time to meet with me?

Call Strategy

**Set respective follow up tasks with note in future contact with reminders for that call (so you don't have to look in history of contacts)

Day 1=AM, afternoon, PM Message **(information you requested & programs you are interested in)**

Day2=AM, afternoon, PM no message, send EM1 or EM2

Day3=AM, afternoon, PM no message

Day4=NO CALL

Day5=AM, PM Message **(answer questions & ITT a good fit for you)**

Day6=NO CALL, send EM3

Day7=AM, PM, no message

Day8=NO CALL

Day9=AM, PM, Message **(Trying to reach you)**

Day10=NO CALL

Day11=NO CALL, send EM4

Day12=AM, PM Message **(Several attempts to reach you & haven't been able to reach you)**

Day13=NO CALL

Day14=NO CALL, send EM5

Days after Re-assigned or for HS Leads

•Flexible Schedule

•Financial options

•Quarter starts soon

•Degree still your goal

•Big decision & where are you in your process

•It's been a while since we talked

•What are your educational goals & current situation?

•Excited to talk with you @ new changes

•Any questions & haven't forgotten about you

•How have you been? Who else do you know?

***Each lead: Copy & Paste

- •Best time to call
- •Email Contact
- •Alternate phone numbers

***After student Interviews, set tasks for:

Admissions testing (if needed); FA Appointment; Registration; 1st day of class; 2nd week of class; Birthday and once a month or so to say hello and talk about an interest of student, NOT related to school.

Crossing the Divide

How to Transform From a So-So Rep To a Recruitment Superstar!

Presented by:
Brad Trnavsky MBA
DOR Everett WA

What is a rep?

- *Sales person?*
- *Motivator?*
- *Counselor?*
- *Cheerleader?*
- *Educational expert?*

Outstanding service provider!

- *Outgoing*
- *Personable*
- *Honest*
- *Trustworthy*
- *Sincere*
- *Knowledgeable*
- *Fearless*
- *Ignores the past and is future focused!*

The impossible is only what has not been done YET!

QuickTime™ and a decompressor are needed to see this picture

What difference can one degree of effort make?...

QuickTime™ and a decompressor are needed to see this picture

The key to success

- *It's not about the volume of calls you make!*
- *It's about the quality*

It all starts with a plan…

- *Rapport*
- *Motivation*
- *Admissibility*
- *Payment*
- *Start date*
- *Referral*

Basic Phone Techniques

- *Seek first to understand, then to be understood.*

-The Seven Habits of Highly Effective People- Habit #5 by Steven R. Covey

Things to remember when calling…

- *They requested information to us…*
- *Don't start out thinking you are bothering them by calling.*
- *Be enthusiastic!*
- *Be friendly*
- *Have fun!*

Opening the phone call

- *Smile*
- *Who are you*
- *Remind them they requested info from you*
- *Why are you calling*
- *Ask an open ended question*

Sample script…

- *Hi Sally this is Brad I'm a representative with ITT Technical Institute. I am giving you a call because you requested information from us (earlier today, yesterday etc…). My role here is to guide you through the admissions process and make sure you receive all the information you need in order to make an informed decision.*
- *Sally, if you don't mind me asking… What prompted you to request information from*

Stalls

- *What is a stall?*
- *What is the difference between a stall and an objection?*

Sample stalls

- *I'm just shopping right now.*
- *Can I get a catalog?*
- *Just send me some information.*
- *What else do you hear?*

Overcoming stalls

- *Agree with them (Do not get defensive!)*
- *Use cookies*
- *Probe more*
- *This technique is really more of a sidestep.*

Example

- ~~*Can you please just send me some*~~ *information?*
- *I'd be happy to. What kind of information is it you are looking for specifically?*
- *wait for answer...*
- *open probe again!*

Practice overcoming stalls

Why do students apply???

- *Their reasons! Not ours!!!*

Probing

- *What are the 3 kinds of probing questions?*
  - *Open Probe*
    - *Developmental probe*
  - *Closed ended questions*

Why do we probe?

- *To build rapport*
- *To gain motivation*
- *To develop deeper understanding*
- *To emphasize a point*

How deep should I go?

- **AT *LEAST* 5 layers deep on most topics.**

Open Probes

- *Safe wide-open questions used to develop a new topic.*
  - *What prompted you to inquire?*
  - *What was your high school experience like?*
  - *Can you tell me a bit about your educational background?*
  - *What do you know about financial aid?*
  - *What have you been doing since high school?*

Developmental Probes

- *Add the next layers of detail or help further develop an idea.*
  - *Tell me more about that...*
  - *When you say XYZ what do you mean exactly?*
  - *How does that make you feel?*
  - *Why is that important?*

Closed Probes

- *To gain commitment*
- *To confirm understanding before moving on*
- *Temperature check*

Find the pain

- *People do things for one of two reasons*
  - *Seeking pleasure*
  - *Avoid pain*
- *Find the pain!*

Practice probing

The foundation of solid rep performance

- *Rapport*
- *Motivation*
- *Admissibility*
- *Payment*
- *Start date*
- *Referral*

Rapport

- *Everything you do relies on your ability to establish rapport*
- *Be yourself!*
- *Be sincerely interested in them*
- *Find common interests*
- *Get them talking about those things!*
- *Use cookies often*

Motivation

- *What are the two reason we do everything we do?*
- *In motivation we are seeking the pain.*
- *Don't move on until you have the REAL pain.*
- *Peel back the onion!*

Admissibility

- *Is the student admissible?*
  - *Tell me about your high school experience*
  - *What have you been doing since high school?*

Payment

- *Do not skip this step!*
- *How are you planning on paying for school?*
- *What do you know about the financial aid system?*
- *Does your employer offer employee tuition reimbursement?*

OVERCOMING OBJECTIONS

Always remember – Until the benefit outweighs the cost, you haven't got a sale!

Listed below are five questions your typical prospective will ask (either of themselves or their representative) before making a decision to buy into higher education. They are five question's that require "action" responses from the representative in order to close the sale:

- Can I do this?
- What will it do for me?
- What do I stand to gain over time?
- Why education versus finding a steady job?
- Can I afford it?

Now let's focus on answering those questions, or "overcoming" those "objections" – use "action" responses to those concerns:

- Can I do this? Response: Once you made the decision to inquire about higher education, whether you know it or not, you made the decision that you possibly could "do it". When you reach the point where your desire to "do it" outweighs your concern, then the answer is "yes, you can do this!" That's what I'm here to demonstrate for you today – ITT will give you the proper tools throughout your college experience to ensure that you will be able to "do it!"

- What will it do for me? Response: Higher education will open doors of opportunity for you that otherwise won't exist. The job market is extremely competitive and those without "higher education" degrees don't stand a fighting chance. It is definitely an employer's market – employers are going to choose individuals with degrees because they will have a learned skill, they will have acquired "soft skills" which include problem solving techniques, teamwork habits, and good communication and people skills. College not only teaches you a trade, it also teaches you the "soft skills" so necessary in the competitive workplace. College will offer you an opportunity to have a "career" and not "just a job". Remember, you can lose a lot of things in life – your keys, your wife, your husband, your bankroll – but education is something no one can take away from you and you can draw on it everyday of your life.

- What do I stand to gain over time? Response: A college degree over time is a solid investment in you. Overtime, a degree opens the right career opportunity doors leading to promotions, higher income, more financial security, investment potential, etc. Consider this - the average college graduate will earn approximately $250,000.00 more during their career span than a non-college graduate. Aren't you worth $250,000.00? In addition, over time you gain self-esteem, confidence and poise in the workplace, coping skills and mechanisms, possible lifetime friendships, etc. There is everything to gain and nothing to lose over time with a college education. A college education is a solid investment that just keeps on giving - you cannot lose by opening your mind to higher education.

- Why education versus finding a steady paying job? Response: Living job to job or paycheck to paycheck offers no stability, demands constant change and upheaval in your life, and leaves you at the mercy of any given employer. If the job market is good, you're in gravy - when bad, hope to hold on! There is no security in the job market anywhere; however, you place yourself higher in demand when you have learned a skill, or you have been trained to "wear interchangeable hats" on the job. An employer can find anybody to do a certain function for eight hours out the day - it's a little tougher to find someone who is skilled, as well as trainable and when they are found, the employer embarks upon keeping them as a company growth investment. When a company is looking to grow, they want to hire and retain skilled, educated individuals who can carry their weight. Employers look to college graduates for those kinds of investments.

- Can I afford it? Response: A better question would be, "Can I afford not to go to college?" - the answer is "No!" Ask yourself a very basic question - "What am I worth?" I guarantee the cost of this education is a lot less than what you feel you are worth! So "can I afford it?" - the answer is "yes!" There are so many avenues for funding a college education these days that there is no real reason not to be able to afford to go to college. There's federal grants, federal loans, private bank loans, scholarships, employer assistance, etc., all available to those that qualify. Our financial aid experts are trained to best advise you on the best "financial aid package" to suit your specific needs. Always remember, an investment worth having is worth paying for - the investment is in you!

Overcoming objections is an art, however, if you really think about it overcoming objections is really no more than showing your prospective they deserve an improved future and you can show them how to ensure that happens through higher education. Fear is the main factor that plays on your prospective. College is a big step, it's not a small investment, and it takes commitment. Always remind your prospective that if they didn't desire something better, they wouldn't have even inquired........something is driving them to improve their lives. Probe to find our what they are looking for and don't be afraid to "overcome" their objections - remember, fear is at the root of their abjection and fear broken down means this:

False

Evidence

Appearing

Real

Be the catalyst to help change someone's life for the good - tear off all their band aids (objections) and refuse to buy into the "fear factor"!

June Analysis 2007

The immediate reflection of June 2007 is dismal as we missed the start, but in that reflection there are things that I will discuss and interpret. The MP was 158 and we came short at 130, leaving 28 SITS that have to be recovered. The raw data collected is from the time frame of 3/25-6/23.

As a campus we scheduled 965 appointments, and had 329 conducts (34%). Of the 329 conducts we wrote 316 applications (96%). Of the 316 applications, 308 (97%) were applied. From the 308 applied, 244 went through the FAI (79%), and 130 counted for the SIT report (53%). As a campus our conversion rate was 7%.

From the amount of appointments that were schedule and actual conducts completed, I believe the first obstacle is the "selling of the appointment". The department needs to focus on the selling the appointment by digging in and getting to the pain of each and every prospective student. By getting to the pain, the representatives will be able to solidify the appointments and have a better show rate for the actual conducts. When looking at the amount of applied students, it would appear that the representatives have the knowledge...but do they actually use it? My observation would be that they hurry through the interviews in order to avoid such elaborate questioning and rejections. The next major statistical data would be the FAI conducts. This is where the reps can increase their individual show rate by following up and getting the students through the entire process. The assumption is that once they are written, the student is good! And therefore, no contact is interpreted as good news! The fear of rejection or removing people from the ASR is psychological to the reps and not looked at as accountability or constructive criticism.

From a DOR perspective, there needs to be more training and accountability/ownership conveyed to the reps. The concept of accountability and ownership has been broached, but yet to be unanimously accepted and practiced. This coupled with the weaknesses of overcoming obstacles or objections, working the student completely through the entire process and still maintaining contact throughout the whole quarter is something else that we need to focus on...which includes from FAI to SIT. Our referral campaign has been anything but that if a campaign. The department needs to focus more on generating more PDL's and converting them for the September start. These are all areas of training opportunity and will be implemented in the early stages of the next quarter, as well as increased observations, more structured activities, and better review of pending contacts. Our threats are the obvious...loss of reps, lack of PDL's, and complacency and lack of ownership. The positives are a very large increase in phone activities and applied to accepted (which should be).

If you have any questions please contact me as soon as possible.

Redacted by HELP Committee
Director of Recruitment

INCREASING YOUR SCHEDULED TO CONDUCT RATIO

or

"SETTING APPOINTMENTS THAT SHOW!"

HOW MANY RECRUITMENT REPS ARE GOING INSANE?

- WHAT IS THE DEFINITION OF INSANITY?
- "DOING THE SAME THING OVER AND OVER AND EXPECTING DIFFERENT RESULTS"

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DAY IN AND DAY OUT WE HAVE REPS THAT POUND THE PHONES AND SET APPOINTMENTS WITH CONTACT AFTER CONTACT ...

ONLY TO END UP STARING OUT THE FRONT DOOR ASKING THEMSELVES, "I WONDER IF THEY ARE STUCK IN TRAFFIC?"

SOMETIMES THAT MAY BE THE ANSWER, BUT IT IS MORE LIKELY A

BIGGER

PROBLEM.

FIRST, LET'S LOOK AT SOME REASONS PEOPLE DON'T SHOW UP:

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- THEY DO NOT SEE ANY REASON TO COME IN…NO PERCEIVED VALUE IN THE VISIT.
- IF THE REPRESENTATIVE SOUNDED THAT BORING ON THE PHONE, THEY CAN'T BE ANY BETTER IN PERSON.
- THEY GOT MORE THAN ENOUGH INFORMATION OVER THE PHONE.
- THEY FELT LIKE IT WAS JUST A "PENCILED IN APPOINTMENT" SO NOT SHOWING UP WAS AN OPTION.
- HEY, MAYBE THEY ARE STUCK IN TRAFFIC.

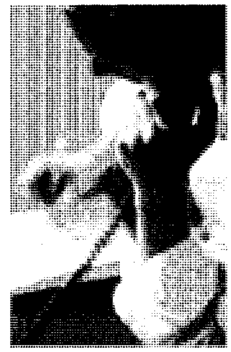
NOW, LET'S LOOK AT SOME REASONS PEOPLE DO SHOW UP:

- WHAT THE REPRESENTATIVE TOLD THEM ON THE PHONE **MADE SENSE**.
- IT SEEMED THAT THE REPRESENTATIVE **UNDERSTOOD** THEIR SITUATION
- THE REPRESENTATIVE WAS **EXCITED AND ENTHUSIASTIC.**
- THE REPRESENTATIVE DID NOT GIVE AWAY THE FARM OVER THE PHONE AND GAVE THEM A LOT TO LOOK FORWARD TO.
- THEY FELT THAT THE APPOINTMENT WAS **TIME BEING SET ASIDE** JUST FOR THEM.

LET'S TAKE A LOOK AT WHAT SHOULD TAKE PLACE WHEN THE REPRESENTATIVE FINALLY GETS A CONTACT:

FIRST .....
COMES
'THE GREETING'

HI ______
THIS IS _______
FROM
ITT TECHNICAL INSTITUTE, HOW ARE YOU?



THE REASON I AM CALLING IS....I WAS GIVEN A MESSAGE THAT TELLS ME YOU HAVE AN INTEREST IN OUR TECHNICAL DEGREE PROGRAMS.

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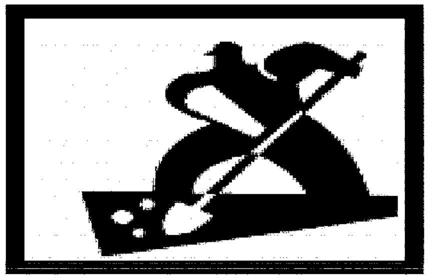
FIRST IMPRESSIONS

- EXCITED
- ANIMATED
- ENERGIZED
- GENUINELY INTERESTED IN THIS PERSONS SITUATION



NEXT....ITS TIME TO START

"*DIGGING*"

FOR INFORMATION....

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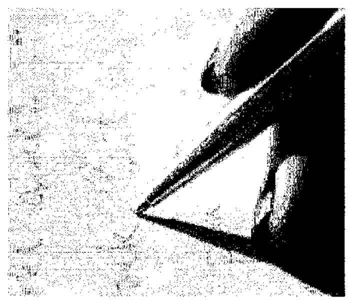
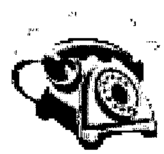
HOW DID YOU HEAR ABOUT US?

FIND OUT WHERE THEIR PAIN IS.

THEY TOOK ACTION!



THEY ACTUALLY TOOK THE TIME TO CALL!

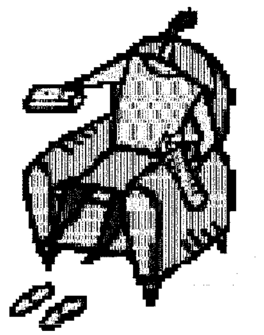


SO OBVIOUSLY....YOU NEED TO KNOW WHY...

WHAT ABOUT OUR AD SPARKED YOUR INTEREST? (OR WHAT ON OUR WEBSITE...)

3363

"HEY....WAIT A MINUTE!!"



CONFIDENTIAL

ITT-00028381

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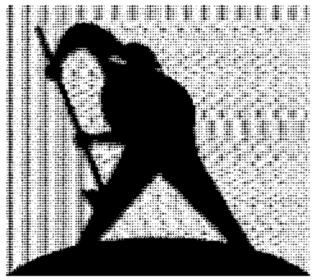
HOW LONG HAVE YOU BEEN THINKING ABOUT IT?



- "WHY NOW?"
- "WHAT'S DIFFERENT?"
- "WHAT HAS CHANGED?"

SOMETIMES, THEY WILL TRY TO SLIP IN A QUESTION HERE OR THERE SUCH AS

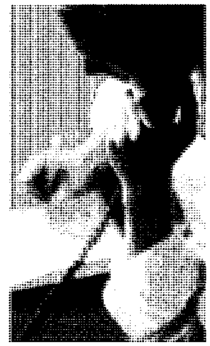
- "HEY, HOW MUCH DOES THIS COST ANYWAY?"
- "WILL YOU GUYS HELP ME GET A JOB?"

APPLICANT:
"HEY, HOW MUCH DOES THIS COST ANYWAY?"

REPRESENTATIVE:
"WELL, LET ME ASK YOU THIS JOHNNY, WHAT KIND OF WORK DO YOU DO?

WHAT IS IT THAT YOU LIKE ABOUT THE COMPUTER FIELD?

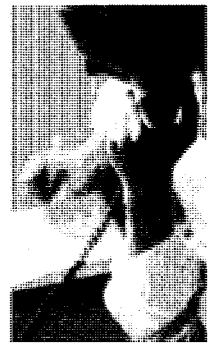
WHAT IS YOUR HIGHEST LEVEL OF EDUCATION?



MORE DIGGING

- "HOW FAR DID YOU GO AT THE UNIVERSITY?"
- "WHAT MADE YOU DECIDE TO STOP AFTER TWO YEARS?"
- "WHAT IS DIFFERENT NOW?"

WHAT DO YOU DO NOW?



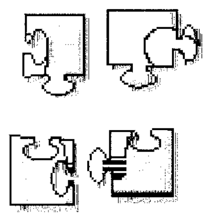
JOB SITUATION

TALK ABOUT IT!!

SO ARE YOU LOOKING TO MOVE UP WHERE YOU ARE, OR OUT AND UP SOMEWHERE ELSE?

3374

ONCE YOU "REALLY" UNDERSTAND



YOU CAN THEN SAY....

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I THINK I HAVE A PRETTY GOOD IDEA OF WHERE YOU'RE COMING FROM, MAY I MAKE A SUGGESTION?

WHAT REALLY TENDS TO BE THE MOST HELPFUL FIRST STEP IS TO COME IN FOR A VISIT...I'LL GIVE YOU A TOUR...TELL YOU ALL ABOUT OUR PROGRAMS...BREAK IT ALL DOWN FOR YOU AND SEE HOW WE CAN HELP YOU!

DOES THAT MAKE SENSE?

WHAT IS GENERALLY A GOOD TIME FOR YOU MORNINGS OR EVENINGS? (TWO CHOICES!)

I HAVE AN OPENING TODAY AT _:__

OR

TOMORROW AT _:__,

WHICH ONE'S BETTER?
(TWO CHOICES!)

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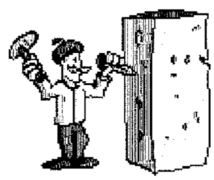
SET IT IN STONE!



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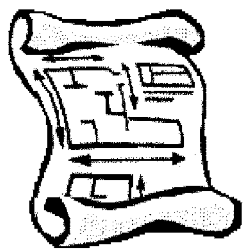
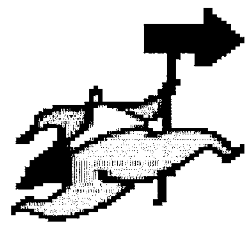
Have them write it down!





"THEY DON'T CARE HOW MUCH YOU KNOW TILL THEY KNOW HOW MUCH YOU CARE!"

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From: Redacted by HELP Committee
To: Redacted by HELP Committee
CC: Redacted by HELP Committee
Sent: 12/22/2009 6:33:16 PM
Subject: CONTEST UPDATE ! ! ! 30 APPOINTMENTS - YAHOO ! ! !
Attachments: image002.png; image003.png; image004.jpg

EVERYONE WINS - 30 APPOINTMENTS SCHEDULED!!!!!

WE ARE THE "BEST OF THE BEST"

AWESOME JOB EVERYONE ! ! ! SEE YA'LL AT 9 AM ! ! !

Redacted by HELP Committee 1 2 3 4 5 6

Redacted by HELP Committee 

1 2 3 4 5 6

Redacted by HELP Committee *Yahoo!!!!!!!!!!!!!* 

1 2 3 4 5 6

Redacted by HELP Committee 

1 2 3 4 5 6

Redacted by HELP Committee *Yahoo!!!!!!!!!!!!!* 

1 2 3 4 5 6

ANY TEAM WITH 6 APPOINTMENTS SET (*REAL APPOINTMENTS*) <u>OR</u> 2 APPLIED CAN WORK AN EARLY SHIFT ON WEDNESDAY (INCLUDES APPOINTMENTS SCHEDULED YESTERDAY). 30 APPOINTMENTS SCHEDULED AND WE ALL WORK AN EARLY SHIFT.

Redacted by HELP Committee

Director of Recruitment
Redacted by HELP Committee
(

ITT Technical Institute
3330 Tillman Drive

March Department Meeting

Criminal Justice and Composition

Hello everyone!

As I said last month, there are quite a few things to go over this month, so please bear with me and read all the way to the end. I wanted to give you the reasoning behind what we're doing as well as just the nuts and bolts. Some of it will be more applicable to the CJ crowd, but all of it is good information to have and understand.

1. **Identi-Kit.** For any CJ instructors, I have received the new list of Identi-Kit passwords. Identi-Kit is directly applicable to the CJ131 and CJ242 courses, and can often be integrated into other classes to give the students a little more "hands-on" work. Let me know if you need ideas on how to work it into your curriculum, and/or how many passwords you will need.

2. **Failing Students:** Please send me a list (either hard copy or via e-mail) of your students who are failing your courses in weeks 3 and 6 (I'll remind you along the way). This should include the course, student name, percentage grade, and any other information you feel I could use. In addition to your (at least) bi-weekly grade reports, I will be following up with all CJ students who are in danger of failing as well, to try to help get them motivated to get back on track.

3. **Re-Enters:** I will be sending you a list of students in each of your classes who are returning to school this quarter. These students are absolutely essential to our retention goals; unfortunately, they are also at higher risk of dropping since they have done so at least once already.
   A) Please contact these students (bulk e-mail is ok) and touch base with them. Just let them know that you are their instructor, that you are looking forward to working with them over the quarter, and give them a little encouragement as they re-start their education with us.
   B) Re-enters don't count for us until they actually sit in class, and obviously they count against your attendance, so it's a win-win for everybody when we can get them into class.
   C) Please include me, along with the students, in the BCC section when you send out the e-mails.

4. **Withdrawals:** Historically, CJ has the highest attrition (drop-out) rate of any school at ITT Tech. We've made great strides lately in bringing this up, but we still have room for improvement. Withdrawing students hurt both the school and the student in the following ways:
   A) Students who withdraw from a course (especially a core (CJ) course) are at much higher risk for dropping out of school. In fact, early CJ courses in particular have an almost 1:1 withdrawal to drop out ratio!
   B) Even if they don't voluntarily drop out, we have many more students on Academic Probation for a low completion percentage than for low GPA. Most

students would be much better served to stick out a quarter and hopefully pull out a "D" than to drop the class and, more often than not, eventually drop from school.

C) In short, please don't recommend to your students that they drop your course. For the reasons shown above, as well as many others, it is almost always in their best interests to continue on and try to pull a passing grade. If someone is talking about dropping your class, please recommend that they come talk with me before doing so.

5. **Attrition:** Our goals for the School of Criminal Justice are shown in the table below, and are based on our percentage of the school's student population.

		GOOD STUFF		BAD STUFF		
MONTH	BOM CENSUS TARGET	Re-enters (Budget)	Re-enters (Actual)	Drops (Budget)	Drops (Actual)	Difference
January	72	0	1	5	5	0
February	67	0	3	4	3	+1
March	63	5	/	4		
Qtr 1 Totals		5				

A) What we've been doing:
   a. Instructor contacts absent students. This is done by most instructors via e-mail and then documented in IRIS under "Attendance Advising." As a team, we have been doing a great job on this step.
   b. The Chair ("Moi" for those of you who speak French) must phone all students who have missed either two consecutive classes or 10 consecutive days of classes.
   c. The Chair (Moi again) tracks the absent students (along with the instructor/Chair contacts) and submits it to the Dean every day.

   These efforts have greatly reduced our attrition over the past few quarters, but we still have a ways to go.

B) What we are going to do:
   a. Continue making and documenting our contacts for each student.
   b. Emphasize attendance. I would recommend talking about attendance on the first day of class, and periodically throughout the quarter. I have also added attendance to the syllabus supplement I hand out on the first day of the class.
      i. An especially crucial attendance week is week 9. Students who attend in week 9 will not be dropped from the course for attendance reasons.
   c. On the second consecutive absence, the instructor will phone the absent student to encourage their return to class and offer their assistance. I will also be phoning them, but you will probably have more impact due to the rapport built up throughout the quarter.

d. Encourage your students who miss that second consecutive week to submit work for your class. If they do, we can fill out a submitted work form and keep them from being dripped if they should have to miss their third class session.

6. **Summary:** In closing, I wanted to tbank you for reading through this and recap the new steps we will be taking this coming quarter:
   A) Please send me a list of failing students in weeks 3 and 6.
   B) Contact the students on the re-enter list I will provide to you.
   C) Encourage "borderline" students to complete the course. Often a little extra effort will make the difference between passing and failing.
   D) Emphasize attendance at the beginning of each course and regularly throughout the quarter. Remember how important attendance is in week 9. Try to come up with an interesting activity and let them know ahead of time what is going on.
   E) Phone students with two consecutive absences in your course.

These steps shouldn't take up much of your time or energy and should significantly improve our effectiveness working with our students. Please let me know if you have any questions about any of the things we've "discussed" here.

Thanks again for everytbing you do,

Redacted by HELP Committee

Chair, School of Criminal Justice

ITT Educational Services, Inc. ITT

2008 Performance Planning and Evaluation (PP&E) Form

For Management Employees

Section I – Employee Information

EMPLOYEE NAME Redacted by HELP Committee	EMPLOYEE NUMBER 101458	DATE OF HIRE 01/02/03
JOB TITLE Director of Recruitment	DATE PREPARED 12/16/07	REVIEW DATE 02/01/09
DIVISION / DEPARTMENT NUMBER 042 / 400	JOB GRADE 13	DATE ENTERED PRESENT POSITION 07/01/04
IMMEDIATE SUPERVISOR Redacted by HELP Committee	NEXT LEVEL SUPERVISOR Redacted by HELP Committee	PRESENT REVIEW ☐ MID-CYCLE ☒ ANNUAL

Section II – Instructions

1. At the beginning of the Performance Year:
    a. Review Section IV – Corporate Objectives with your supervisor.
    b. Discuss and agree upon your Individual Objectives and document in Section V. Ensure that all of your objectives support a related Corporate Objective.
    c. You and your supervisor review the list of competencies in Section XI – Individual Development Plan and check which competencies require development to meet current job expectations. You will agree upon and document Action Steps for each competency identified for required development.
2. Meet periodically during the Performance Year with your supervisor to review progress toward achieving your performance and developmental goals.
3. At the end of the Performance Year:
    a. Meet with supervisor to review performance results and final overall rating in Section VI.
    b. Review and discuss supervisor summary of overall performance in Section VII.
    c. You and your supervisor sign form in Section VIII.
    d. You are encouraged to write your comments in Section IX.
    e. Supervisor obtains additional required signature(s) and returns original to Human Resources and provides a copy to you.

Section III – Definitions of Performance Ratings

1 - Very Exceptional Results	Achievements exceeded goals and job requirements in virtually all areas. Employee produces tangible results which are clearly exceptional. Results positively impacted overall performance of the department or section.
2 - Results Usually Above Standard	Job requirements were exceeded in most cases. Principal goals have been achieved in a highly effective manner. Employee produces tangible results substantially above the normal expectations of the job with a minimum of supervision and direction.
3 - Results at Standard	Competent, normal, and expected level of results. Goals and job requirements are being accomplished effectively with normal supervision and direction.
4 - Results Less Than Expected	Results are somewhat less than expected. Some goals and job requirements are met, but others are not, work is of mixed quality. Close supervision and direction are required.
5 - Results Not Acceptable	Performance well below job requirements and not acceptable as to quality of work, completion of goals, or both. Requires frequent close supervision and direction. Results are inadequate and require immediate improvement.

Section IV – Corporate Objectives

1. Total Enrollment Growth: 9%
2. Earnings Per Share (EPS): 20%
3. Free Cash Flow: 15%
4. Graduate Employment Rate: 85%

Section V – Individual Objectives, Goals and Initiatives

Director of Recruitment

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)* 1	2	3	4	5
1.	New Starts (measured against budget)	1	40%	≥ 110.00% of Budget	100.00% - 109.99%	95.00% - 99.99%	91.00% - 94.99%	<91.00% of Budget

Initiatives		Target Completion Dates
1a.	Implement Performance Management Plan and Rep Plan vs Actual. Maintain effective run rate.	Weekly
1b.	Improve Show Rate over same Quarter prior year by 5%.	Quarterly
1c.	Implement 1 activity per quarter that drives community and/or high school prospects to the campus.	Quarterly
1d.	Implement Bachelor presentation on a quarterly basis to all 6th, 7th and 8th quarter students.	Quarterly
1e.	Observe and evaluate CRS Presentation once each Quarter.	Quarterly

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)* 1	2	3	4	5
2.	Achieve Re-entry Goals (measured by re-entries as a % of past 12 months gross drops)	1	20%	>9.00%	8.00% - 8.99%	7.00% - 7.99%	6.00% - 6.99%	<6.00%

Initiatives		Target Completion Dates
2a.	Distribute potential drops to representatives on a daily basis.	Daily
2b.	Distribute re-entry candidates with drop date over 1 year to reps on a quarterly basis.	Quarterly
2c.		

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)* 1	2	3	4	5
3.	Accepted – FAA Conduct%	3	10%	>75.00%	72.00% – 75.00%	69.00% – 71.99%	66.00% – 68.99%	≤65.99%

Initiatives		Target Completion Dates
3a.	2nd dose all New Representative Students.	Daily
3b.	Increase financial aid training for representatives on quarterly basis.	Quarterly
3c.	Implement quarterly collaboration contest.	Quarterly

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)* 1	2	3	4	5
4.	Workforce Management – Maintain rep staffing levels at targeted levels. (Target is based ion CDL Leads / Rep per week)	1, 3	15%	≤15.00	15.01 – 19.00	19.01 – 25.99	26.00 – 35.00	>35

Initiatives		Target Completion Dates
4a	Continuous interviewing on a weekly basis (1 interview per week)	Weekly
4b	Maintain advertising for openings.	Quarterly
4c		

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Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
5.	CDL Conversion Rate to Start (measured against budget)	1,3	15%	>+1.00%	+.90%to Budget	<Budget to -.50%	-.60% to -.49%	<.60%

Initiatives		Target Completion Dates
5a	Review Rep Plan vs Actual Detail Weekly and reassign leads not contacted within 24 hours.	Weekly
5b	Continue weekly training with under-performing representatives.	Weekly
5c	Continue Business Plan and Progress Review Meetings.	Weekly

Section VI – Performance Results

Objectives	Mid-Cycle Status -Behind (B) -On Track (O) -Ahead (A)	Year-End Results Achieved				
		Results or Comments	Weight	Rating (1 – 5)	Weighted Rating	Final Rating*
1.		Actual=663 MP=648	40%	2	0.8	0.8
2.		Reentries as % of Gross Drops = 9.63%	20%	1	0.2	0.2
3.		Accepted – FAA Conduct = 70.45%	10%	3	0.3	0.3
4.		Workforce Mgmt = 11.36 CDL/Reps	15%	1	0.15	0.15
5.		CDL Conversion = Actual 7.32%; MP 6.64% +0.68%	.15%	2	0.3	0.3
6.			%			
7.			%			
8.			%			
			100%		Total: 1.75	
Final Overall Performance Rating *(Round to the nearest whole number. Example: 3.49 rounds to "3", 3.5 rounds to "4")*						2

***Explanation of any rating adjustment** *(adjustments require CEO approval)*:

Section VII – Summary of Overall Performance

Summarize the employee's performance, discussing strengths and areas for improvement.

[redacted] has done an outstanding job. She has persevered through difficult challenges and reestablished Sylmar as a top performer in Recruitment. After missing MP the first 2 Quarters, recruitment rallied to finish at 102.3% of MP for the year. As a leader, [redacted] has grown tremendously, earning the respect of everyone in the school. She demonstrates strong initiative and good judgment; championing several campus events and high school activities. Extraordinarily dependable, [redacted] does not miss due dates. Off all my managers, [redacted]'s the one most capable of promoting. She is inquisitive and eager to learn about all aspects of campus operations. Her style of management, interaction with other departments, and professionalism have earned her the respect of every manager. I encourage her to enroll in a Master's degree program at her earliest opportunity.

Section VIII - Signatures

Immediate supervisor **MUST** sign and obtain next level supervisor's concurrence prior to the final review with the Employee. The signature of the employee does not signify agreement with the evaluation, but only that he/she has read the evaluation.

Process	Date	Employee Signature	Manager Signature	Next Level Signature
Performance Objectives				
Mid-Cycle Status				
Annual Review				

Section IX – Employee Comments

The Employee is encouraged to express any comments about this review

Section X – Individual Development Plan

A. Competency Development Plan

This Competency Development Plan is a tool designed to assist supervisors and employees in determining where to focus competency development efforts in the Performance Year. Competencies provide a roadmap so employees understand the knowledge, skills and abilities it takes to their jobs well and advance their careers. Competencies allow supervisors and employees to understand not only what gets accomplished, but how it gets accomplished.

INSTRUCTIONS: Supervisor reviews competency list below with employee and checks which competencies require development to meet current job expectations. Supervisor and employee agree upon and document Action Steps for each competency that has been identified for required development.

Competency	Dev. Required	Development Action Steps	Target Completion Date	Completion Date
Customer Focus	☐			
Compliance & Commitment	☐			
Communication Skills	☐			
Planning & Organization	☐			
Teamwork & Collaboration	☐			
Decision-Making	☐			
Specific Technical Competency	☐			
People Management	☐			
Leadership Skills	☐			
Other:	☐			
Other:	☐			

B. Career Objectives

The employee should reflect on his/her professional goals and career interests, then identify objectives for the short-term (2 years or less) and long-term (3 - 5 years).

C. Signatures

IMMEDIATE SUPERVISOR NAME	SIGNATURE	DATE
EMPLOYEE NAME	SIGNATURE	DATE

COMPETENCY DEFINITIONS

Competency	Description
Customer Service	• Anticipates and identifies customer needs. • Finds ways to increase customer satisfaction. • Takes action to meet or exceed both internal and external customer expectations. • Builds positive rapport with customers. • Follows through on customer inquiries, complaints or requests. • Treats customers with courtesy and sensitivity.
Compliance & Commitment Focus	• Behaves in a manner that is ethical and consistent with laws, regulations, and ITT/ESI's standards and policies. • Makes realistic commitments, recognizing the impact to the organization. • Meets commitments to customers. • Builds trust with others by demonstrating consistency between words and actions. • Maintains regular and predictable attendance and punctuality.
Communication Skills (Oral, Written and Listening)	• Speaks clearly and can be easily understood. • Tailors the content of speech to the level and experience of the audience. Uses appropriate grammar and choice of words. • Organizes ideas clearly and concisely. • Maintains eye contact when speaking with others. • Summarizes or paraphrases his/her understanding of what others have said to verify understanding and prevent miscommunication. • Asks questions to clarify and verify information. • Delivers presentations that capture the attention of audiences. • Uses personal communication style to generate excitement for topics. • Listens without interrupting.
Planning & Organization	• Establishes plans effectively. • Able to develop systems and processes. • Manages the execution of work assigned. • Identifies resources required to meet goals and objectives. • Can orchestrate multiple activities at once to accomplish a goal. • Uses resources effectively and efficiently. • Establishes clear objectives and goals. • Breaks down work into the process steps. • Develops schedules and task/people assignments. • Anticipates and adjusts for problems and roadblocks. • Seeks guidance when goals or priorities are unclear.
Teamwork & Collaboration	• Shares information and resources with others to promote positive and collaborative work relationships. • Places team goals ahead of personal goals. • Effective in cross-department or cross-functional communication when appropriate. • Maintains harmonious and effective work relationships. • Seeks input and involvement of those affected by decisions.
Decision-Making	• Makes decisions in a timely manner, sometimes with incomplete information and under tight deadlines and pressure; able to make a quick decision. • Makes good decisions based upon a mixture of analysis, wisdom, experience, and judgment; most of his/her solutions and suggestions turn out to be correct and accurate when judged over time. • Sought out by others for advice and solutions.
Specific Technical Competency	• Maintains current knowledge of one's field. • Has the functional and technical knowledge and skills to do the job at a high level of accomplishment.
People Management	• Establishes appropriate goals and performance standards. • Clearly assigns responsibility for tasks and decisions. • Delegates responsibilities as appropriate. • Sets expectations and monitors delegated activities. • Provides recognition and feedback to employees. • Develops direct reports' skills and encourages growth. • Treats direct reports fairly; doesn't give preferential treatment. • Has candid discussions with direct reports. • Handles performance problems.
Leadership Skills	• Exhibits confidence in self and others. • Inspires respect and trust. • Reacts well under pressure. • Motivates others to perform well. • Ensures employees are given relevant tools, training, and support to encourage success. • Accepts responsibility and is accountable for own actions.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

SWAT Team Volunteers

- Calling all Volunteers

What

The FAA SWAT team is a group of experienced FAA's who have volunteered and been approved by their DM to work at a different location for a period of time. The SWAT teams usually consist of 3 or 4 FAA's, and focus 100% of their efforts on cleaning up student accounts that currently have an AR balance.

Who

We are looking for FAA's who adapt quickly and easily to a new environment and are able to work well in a newly formed team. Also required is a thorough understanding of the ITT Technical Institute packaging, repackaging, and verification processes and procedures, along with experience in working on AR accounts.

SWAT Team Volunteers

- Calling all Volunteers

Where

The SWAT teams will be assigned to one of three locations selected by HQ. For the 4th quarter, 2008, SWAT teams will be going to locations in Indiana, and Virginia. All travel arrangements will be made by HQ. .

When

The 4th quarter SWAT teams will begin October 27th, 2008 and run for 4 weeks. The FAA's may sign up for a 2 or 4 week assignment. FAA's who are working on a 4 week assignment are able to travel home one weekend of their choice. The teams will return home November 22nd.

SWAT Team Volunteers

- Calling all Volunteers

  Why

  - meet colleagues from all around the country
  - learn from them various best practices and procedures
  - gain valuable experience in working on trouble areas of a Finance department.
  - FAA's visiting other locations will be awarded any packaging and repackaging points earned at that location, as determined in our procedure C23.0.
  - FAA's visiting other locations will receive 10 bonus PR points for each week spent on the SWAT team

SWAT Team Volunteers

- Calling all Volunteers

How to Volunteer

This email should be forwarded to all FAA's immediately. Any FAA who is interested in participating or has additional questions should contact Redacted by HELP Committee by email no later than October 10th.

Names of the FAA's who volunteer will be forwarded to the DM's for final approval.

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Excerpts, selected by the HELP Committee, from a larger document produced by the company

Champagne Scholarship

- The Champagne Scholarship Fund is expanding its commitment to ITT Tech students with need
- Approximately 1,750 Champagne Scholarships will be awarded quarterly across the ITT Technical Institutes
- Allocation of scholarships by college will be based on the student need at each college
- HQ is currently reviewing the application process – stay tuned for changes and additional automation

ITT Educational Services, Inc. ITT

2008 Performance Planning and Evaluation (PP&E) Form
For Management Employees

Section I – Employee Information

EMPLOYEE NAME Redacted by HELP Committee	EMPLOYEE NUMBER 107115	DATE OF HIRE 09/07/04
JOB TITLE Director of Finance	DATE PREPARED 07/24/08	REVIEW DATE 1/29/08
DIVISION / DEPARTMENT NUMBER Operations/200	JOB GRADE 11	DATE ENTERED PRESENT POSITION 06/25/08
IMMEDIATE SUPERVISOR Redacted by HELP Committee	NEXT LEVEL SUPERVISOR Redacted by HELP Committee	PRESENT REVIEW ☐ MID-CYCLE X ANNUAL

Section II – Instructions

1. At the beginning of the Performance Year:
   a. Review Section IV – Corporate Objectives with your supervisor.
   b. Discuss and agree upon your Individual Objectives and document in Section V. Ensure that all of your objectives support a related Corporate Objective.
   c. You and your supervisor review the list of competencies in Section XI – Individual Development Plan and check which competencies require development to meet current job expectations. You will agree upon and document Action Steps for each competency identified for required development.
2. Meet periodically during the Performance Year with your supervisor to review progress toward achieving your performance and developmental goals.
3. At the end of the Performance Year:
   a. Meet with supervisor to review performance results and final overall rating in Section VI.
   b. Review and discuss supervisor summary of overall performance in Section VII.
   c. You and your supervisor sign form in Section VIII.
   d. You are encouraged to write your comments in Section IX.
   e. Supervisor obtains additional required signature(s) and returns original to Human Resources and provides a copy to you.

Section III – Definitions of Performance Ratings

1 - Very Exceptional Results	Achievements exceeded goals and job requirements in virtually all areas. Employee produces tangible results which are clearly exceptional. Results positively impacted overall performance of the department or section.
2 - Results Usually Above Standard	Job requirements were exceeded in most cases. Principal goals have been achieved in a highly effective manner. Employee produces tangible results substantially above the normal expectations of the job with a minimum of supervision and direction.
3 - Results at Standard	Competent, normal, and expected level of results. Goals and job requirements are being accomplished effectively with normal supervision and direction.
4 - Results Less Than Expected	Results are somewhat less than expected. Some goals and job requirements are met, but others are not, work is of mixed quality. Close supervision and direction are required.
5 - Results Not Acceptable	Performance well below job requirements and not acceptable as to quality of work, completion of goals, or both. Requires frequent close supervision and direction. Results are inadequate and require immediate improvement.

Section IV – Corporate Objectives

1. Total Enrollment Growth: 9%
2. Earnings Per Share (EPS): 20%
3. Free Cash Flow: 15%
4. Graduate Employment Rate: 85%

Section V – Individual Objectives, Goals and Initiatives

Director of Finance

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
1.	New Student Packaging	1.3	40%	≥60.00%	55.00% - 59.99%	50.00% - 54.99%	45.00% - 49.99%	<45.00%

Initiatives		Target Completion Dates
1a.	Improve financial aid interview to package % by working closer with Reps. Send email or direct contact with Reps asking assistance in obtaining missing documents, signatures, etc.	Weekly
1b.	Smartforms utilization with focus on customer service by contacting prospective students 24 hours prior to their scheduled appointment.	Daily
1c.		

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
2.	A/R Per Student (average per quarter)	3	20%	<125.00	125.00 – 185.00	185.99 – 250.00	250.01 – 300.00	>300.00

Initiatives		Target Completion Dates
2a.	Achieve repackaging targets by refining AR and repacking tracking methods/Give FAA's weekly A/R and repack goals they must meet.	Weekly
2b.	Track self pay student on a bi-weekly; do not allow students who are on a quarterly payment plan the opportunity to sit in class beyond 3-days of the start, unless a reasonable payment plan is approved by the DOF.	Bi-Weekly
2c.	Collaborate w/ Marketing and Academics in order to devise ways of getting student to complete their repacks.	Quarterly

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
3.	Repacks completed 3 weeks prior to start	3	10%	100.00%	95.00% - 99.99%	90.00% - 94.99%	85.00% - 89.99%	<85.00%

Initiatives		Target Completion Dates
3a	Three months prior, send letters to students making them aware that it is almost time to come see finance; two months prior to the start, send follow-up letter, make phone calls to set FA appt; one month out run reports to capture anyone outstanding.	Monthly
3b	Provide student incentive to complete repack before next Quarter start.	Quarterly
3c		

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
4.	New Start Actives packaged after start	3	10%	Start + 2 weeks	Start + 4 weeks	Start + 6 weeks	Start + 7 weeks	Start + 8 weeks

Initiatives		Target Completion Dates
4a	Utilizing the Complete Packing Report and working with the FAA's determine what needs to be accomplished to move student files to completed status. Allot time for FAA's to process files.	Weekly
4b	Track FAA's progress working with the Reps to have students bring in required documentation.	Weekly
4c	Work closely with Academics to assist students to complete their Financial aid packaging.	Daily

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
5.	% of Refunds Late (include Late Pell Adj)	3	10%	<2.25%	2.25% - 2.99%	3.00% - 3.75%	3.76% - 4.25%	>4.25%

Initiatives		Target Completion Dates
5a	Run the Pell Disbursement Weekly Report, 17 Day Consecutive Absence Report, Registered Students < ½ time and part time students, Enrollment Status Report, and Inactive Student's with Prepaid balances.	Daily
5b	Within 24 hours of receiving a drop notice from either the Registrar or Dean initiate the refund process	Daily
5c		

Objective		Related Corporate Objective	Weight	Goals *(Rating Levels)*				
				1	2	3	4	5
6.	Accepted – FAA Conduct %	3	10%	>75.00%	72.00% – 75.00%	69.00% – 71.99%	66.00% – 68.99%	≤65.99%

Initiatives		Target Completion Dates
6a	Collaborate with Marketing on how to overcome the timely scheduling of prospective students to come to FAA conduct.	Weekly
6b	Make phone calls reminding students of their appointments within 24 hours of their scheduled appointment.	Daily
6c		

Section VI – Performance Results

Objectives	Mid-Cycle Status -Behind (B) -On Track (O) -Ahead (A)	Year-End Results Achieved				
		Results or Comments	Weight	Rating (1 – 5)	Weighted Rating	Final Rating*
1.	B	Redacted by HELP Committee has made continuous progress in improving new student packaging.	40%	5	2	3
2.	B	When Redacted by HELP Committee took over no overdue accounts were being processed for collections. All overdue accounts are now being processed. She works closely with Academics and Recruitment to get students in to Finance for their repacks.	20%	5	1	3
3.	B	Redacted by HELP Committee has significantly improved the process to complete repacks. She is already at 88% for March 2009.	10%	5	.5	3
4.	B	She tracks new student progress weekly. She has trained her FAA's and tracks their progress working with the Reps on a weekly basis.	10%	5	.5	3
5.	B	Since Redacted by HELP Committee took over in June there have been 130 refunds and 130 Pell adjustments with only 3 late refunds and no late Pell adjustments for 2.3%, which is a 2 rating.	10%	5	.5	2
6.	B	Redacted by HELP Committee works with the DOR on a daily basis managing the FAA Conducts. Redacted by HELP Committee and her FAA's are diligent about scheduling.	10%	5	.5	3
7.			%			
8.			%			
			100%		Total: 5.0	2.8
Final Overall Performance Rating *(Round to the nearest whole number. Example: 3.49 rounds to "3", 3.5 rounds to "4")*						3

*Explanation of any rating adjustment *(adjustments require CEO approval)*:

Redacted by HELP Committee took over as the Columbia DOF on June 25, 2008 two months after the previous DOF was terminated for failing to abide by the policies and procedures of ITT ESI. Because of this during our first Internal Audit six of the eleven citations were in the Financial Aid Department. As a result, Redacted by HELP Committee inherited a Finance Department that was completely in disarray. I hired Redacted by HELP Committee knowing that she had a two week holiday overseas already paid for in advance. During her absence the FAA resigned with no notice. Within three weeks of her return to work a SWAT team was sent to our school. The state of the paperwork was such that the SWAT team could not fix all the problems. Since then Redacted by HELP Committee has hired and trained her FAA's to be compliant, honest and methodical. Redacted by HELP Committee had to go back and review every student record, while trying to keep up with her current workload. Her workload included managing the SWAT team during the September start for five weeks while preparing for the ACICS visit and the HQ OR. Redacted by HELP Committee works long hours and takes great pride in her work.

I do not believe that Redacted by HELP Committee should suffer as a result of the damage created by her predecessor. Redacted by HELP Committee has made monumental progress in fixing her department. I do not believe that it is in the best interest of this school or the morale of the FA department to have her PP&E reflective of the prior DOF's mistakes. I believe that in all fairness to Redacted by HELP Committee she should receive a 3 because of the progress she is making, and to keep her morale as positive for the remainder of 2009 as she is today, and has been since she became my DOF.

Section VII – Summary of Overall Performance

Summarize the employee's performance, discussing strengths and areas for improvement.

Redacted by HELP Committee was hired from another ITT campus where she was an FAA. Since she took over as the DOF she has worked tirelessly to bring the Financial Aid department into a compliant, functioning department. She coaches and counsels her personnel on a weekly basis. Redacted by HELP Committee is a team player and knows how to motivate her FAA's to do their best and work closely with the recruitment representatives on a daily basis. Redacted by HELP Committee is very organized and establishes objectives and initiatives for herself and her FAA's. She is tireless and puts in more hours than any other functional manager in the pursuit of making her department the best in the school.

Redacted by HELP Committee needs to delegate tasks and responsibilities more quickly to her FAA's. She has trained them well so far, but they need to be brought up to speed in all areas of financial aid faster if she is to keep up with the growth of the school.

Section VIII - Signatures

Immediate supervisor **MUST** sign and obtain next level supervisor's concurrence prior to the final review with the Employee. The signature of the employee does not signify agreement with the evaluation, but only that he/she has read the evaluation.

Process	Date	Employee Signature	Manager Signature	Next Level Signature
Performance Objectives				
Mid-Cycle Status				
Annual Review	1/29/09	Redacted by HELP Committee	Redacted by HELP Committee	

Section IX – Employee Comments

The Employee is encouraged to express any comments about this review

Section X – Individual Development Plan

A. Competency Development Plan

This Competency Development Plan is a tool designed to assist supervisors and employees in determining where to focus competency development efforts in the Performance Year. Competencies provide a roadmap so employees understand the knowledge, skills and abilities it takes to their jobs well and advance their careers. Competencies allow supervisors and employees to understand not only what gets accomplished, but how it gets accomplished.

INSTRUCTIONS: Supervisor reviews competency list below with employee and checks which competencies require development to meet current job expectations. Supervisor and employee agree upon and document Action Steps for each competency that has been identified for required development.

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Compliance & Commitment	☐			
Communication Skills	☐			
Planning & Organization	☐			
Teamwork & Collaboration	☐			
Decision-Making	☐			
Specific Technical Competency	☐			
People Management	☐			
Leadership Skills	☐			
Other:	☐			
Other:	☐			

B. Career Objectives

The employee should reflect on his/her professional goals and career interests, then identify objectives for the short-term (2 years or less) and long-term (3 - 5 years).

C. Signatures

IMMEDIATE SUPERVISOR NAME	SIGNATURE	DATE
Redacted by HELP Committee	Redacted by HELP Committee	January 29, 2009
EMPLOYEE NAME	**SIGNATURE**	**DATE**
Redacted by HELP Committee	Redacted by HELP Committee	January 29, 2009

COMPETENCY DEFINITIONS

Competency	Description
Customer Service	• Anticipates and identifies customer needs. • Finds ways to increase customer satisfaction. • Takes action to meet or exceed both internal and external customer expectations. • Builds positive rapport with customers. • Follows through on customer inquiries, complaints or requests. • Treats customers with courtesy and sensitivity.
Compliance & Commitment Focus	• Behaves in a manner that is ethical and consistent with laws, regulations, and ITT/ESI's standards and policies. • Makes realistic commitments, recognizing the impact to the organization. • Meets commitments to customers. • Builds trust with others by demonstrating consistency between words and actions. • Maintains regular and predictable attendance and punctuality.
Communication Skills (Oral, Written and Listening)	• Speaks clearly and can be easily understood. • Tailors the content of speech to the level and experience of the audience. Uses appropriate grammar and choice of words. • Organizes ideas clearly and concisely. • Maintains eye contact when speaking with others. • Summarizes or paraphrases his/her understanding of what others have said to verify understanding and prevent miscommunication. • Asks questions to clarify and verify information. • Delivers presentations that capture the attention of audiences. • Uses personal communication style to generate excitement for topics. • Listens without interrupting.
Planning & Organization	• Establishes plans effectively. • Able to develop systems and processes. • Manages the execution of work assigned. • Identifies resources required to meet goals and objectives. • Can orchestrate multiple activities at once to accomplish a goal. • Uses resources effectively and efficiently. • Establishes clear objectives and goals. • Breaks down work into the process steps. • Develops schedules and task/people assignments. • Anticipates and adjusts for problems and roadblocks. • Seeks guidance when goals or priorities are unclear.
Teamwork & Collaboration	• Shares information and resources with others to promote positive and collaborative work relationships. • Places team goals ahead of personal goals. • Effective in cross-department or cross-functional communication when appropriate. • Maintains harmonious and effective work relationships. • Seeks input and involvement of those affected by decisions.
Decision-Making	• Makes decisions in a timely manner, sometimes with incomplete information and under tight deadlines and pressure; able to make a quick decision. • Makes good decisions based upon a mixture of analysis, wisdom, experience, and judgment; most of his/her solutions and suggestions turn out to be correct and accurate when judged over time. • Sought out by others for advice and solutions.
Specific Technical Competency	• Maintains current knowledge of one's field. • Has the functional and technical knowledge and skills to do the job at a high level of accomplishment.
People Management	• Establishes appropriate goals and performance standards. • Clearly assigns responsibility for tasks and decisions. • Delegates responsibilities as appropriate. • Sets expectations and monitors delegated activities. • Provides recognition and feedback to employees. • Develops direct reports' skills and encourages growth. • Treats direct reports fairly; doesn't give preferential treatment. • Has candid discussions with direct reports. • Handles performance problems.
Leadership Skills	• Exhibits confidence in self and others. • Inspires respect and trust. • Reacts well under pressure. • Motivates others to perform well. • Ensures employees are given relevant tools, training, and support to encourage success. • Accepts responsibility and is accountable for own actions.

Champagne Scholarship Fund

We are pleased to announce a new scholarship program for ITT students named for and funded by our previous Chief Executive Officer, Rene Champagne from the Champagne Scholarship Fund. The Champagne Scholarship will be offered at each ITT Technical Institute for each start class to one recipient each quarter for the period of their first academic year. The scholarship program will begin with the March, 2008 start

Each ITT Technical Institute will be provided an application that can be printed out and provided to student applicants. The applications are to be forwarded to Headquarters to the attention of the National Director of Student Financial Services. The applications will then be sent to the Champagne Scholarship Fund to determine the recipients. Details about deadline dates for submission of applications and how notification to the school and student on who was selected as a scholarship winner will be forthcoming

A Champagne Scholarship award is for a total of $3,000. A Champagne Scholarship award is disbursed to the school on behalf of the recipient and will then be applied to their account in two equal installments of $1,500 each. The first installment is disbursed at the start of the recipient's second academic quarter of attendance at the school, and the second installment is disbursed at the start of the recipient's third academic quarter of attendance at the school.

The eligibility requirements will be:

- The recipient must complete and submit a Champagne Scholarship Application.

  Applications will be provided to each college.

- The recipient must be enrolled full-time in a program of study at the school.

  The recipient must remain full-time for each of the first three quarters of training to receive all $3,000 of a Champagne Scholarship.

- The recipient must be a U.S. citizen or serving/have served in the U.S. military.

  The recipient should be marked as a U.S. citizen on the FAFSA or provide documentation of past or current U.S. military duty.

- The recipient must have a $0 Expected Family Contribution ("EFC") as determined under the U.S. Department of Education ("ED") regulations. The recipient's EFC will be determined based on the recipient's information used to apply for federal student financial aid in his or her first academic year of study at the school.

The EFC calculation from the ISIR/FAFSA will be used for the student's first academic year of financial aid funding to verify the $0 EFC calculation.

- The recipient must be enrolled full-time in a program of study at the school at the time of each disbursement of the Champagne Scholarship award.

  The recipient must remain full-time for the first three quarters of training to receive all $3,000 of a Champagne Scholarship

- The recipient must be classified as an independent student under the U.S. Department of Education's federal student financial aid regulations.

  The independent classification from the ISIR/FAFSA will be used for the student's first academic year of financial aid funding to verify the Independent status.

- The recipient must be making satisfactory academic progress in his or her program of study at the school at the time of each disbursement of the Champagne Scholarship award.

  The standards for satisfactory progress in the ITT catalog will be used to determine the student's academic progress during the first academic year.

- A recipient is only eligible to receive one Champagne Scholarship award.

  As described in the third paragraph above, a recipient can receive up to $3,000 in the first academic year. There is no funding for any time period except the first academic year.

- Unless specifically authorized by the Champagne Scholarship Fund, any subsequent disbursement (s) of the Champagne Scholarship with respect to the recipient will be cancelled if the recipient fails at any time to be enrolled full-time in a program of study at the school during the recipient's first academic year of study at the school.

  The recipient must complete the first quarter of training full-time, begin the second quarter of training full-time and achieve satisfactory academic progress to receive the first $1500 in Champagne Scholarship funding.

  The recipient must complete the second quarter of training, begin the third quarter of training full-time and achieve satisfactory progress to receive the remaining $1500 in Champagne Scholarship funding.

This is an exciting opportunity for low income independent students to receive scholarship funding for the first academic year that can allow the student to concentrate on their studies at our ITT Technical Institutes.

If you have any additional questions, please contact National Director of Student Financial Services for further information.

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Champagne Scholarship

- March & June Awards
  - Recipient updates are due! **35 Schools still to report**
    - Are they still in school FT?
    - Are they achieving SAP?
  - Due by tomorrow Sept. 30

- September Applications
  - **59 Schools have still not met their allocation total!**
  - All September applications due **10/02/09**

Champagne Scholarship (continued)

District	# of Scholar.	# of Apps Sub.	% Complete	Schools Below Alloc.
MidAtlantic	191	207	108%	2
Central	134	144	107%	3
Southern	160	170	106%	5
Ohio Valley	147	148	101%	5
Northwest	103	100	97%	3
Southeast	130	113	87%	5
Southwest	161	120	75%	6
Southern Cal	128	94	73%	5
Midwest	242	161	67%	6
North Central	177	106	60%	4
Northeast	127	63	50%	9
South Central	196	80	41%	6
	1,896	1,506	79%	59

Champagne Scholarship (continued)

- December Applications
  - Begin submitting December applications **October 12**
  - Scan each application separately
  - Label each scan: **School # - Last Name, First Name - DEC09**
  - Email each to the Champagne Scholarship mailbox
  - Developing IT initiative to address application and approval process

- Overall – Work with students who truly need the scholarship!

	A	B	C	D	E	F
1						
2		How many Phone Calls is Good ?				
3						
4		Interviews		Phone Calls		
5		If I have this many Rep Conducts Per Day	Total Minutes of Interview Time Per Day	How Many Phone Calls Should I be Making Each Day ?	Total Minutes of Phone Call Time Per Day	Total Production Time
6						
7		**0**	0	**140**	420	420
8		**1**	120	**100**	300	420
9		**2**	240	**60**	180	420
10		**3**	360	**20**	60	420
11		**4**	480	**0**	0	420
12						
13		Average Time for Interviw (minutes)		**120**		
14		Current Average Phone Call (minutes)		1.75		
15		Average Phone call for Calculation (minutes)		**3.00**		
16		Total Phone Production Time Per Day (minutes)		420		Based on average
17		work day)		7.00		work day of (Hours)
18		Misc Time during day (hours)		**1.00**		**8**
19		(for FAA Conducts, E-Mails, Mailings, Misc Stuff . . .)				
20						
21		*Change the numbers in Yellow only*				

ITT Educational Services, Inc.
Document 44, Page 1

ITT ITT Technical Institute PROCEDURE MANUAL	CAREER SERVICES GRADUATE EMPLOYMENT DEFINITIONS CS-2 Procedure Owner: Career Services

INTENT OR PURPOSE

To provide the definition of a valid employment for ITT Technical Institute graduates.

SCOPE

ITT Educational Services, Inc., its operations and employees, including Headquarters, ITT Technical Institutes, subsidiaries, etc. (hereafter "Company" or "ITT/ESI").

RESPONSIBILITY

After receiving relevant input from the employer and/or graduate, it is the responsibility of the Director of Career Services to determine that an employment is valid, using the guidelines and definitions given in this procedure

PROCEDURE

1. Valid Employment Definition

   A. A valid "employment" is any graduate who is employed:

      1. In a position that requires the direct or indirect use of the skills taught in his/her program; and

      2. In a position that was obtained prior to enrolling in his/her program, while enrolled in his/her program or after graduating from his/her program; and

      3. Full-time (total combined hours of all eligible positions is at least 30 hours per week).

   B. There are two types of valid employments, and each is represented by a code in the system:

      1. IF (In-Field) requires ***direct use (= or > 50%) of time spent on the job using the skills taught*** in the core courses of the graduate's program as defined in the catalog and matched with the job description listed on the Graduate Employment Infonnation ("GEI") form; and

      2. RF (Related Field) requires ***use of 20-49% of time spent on the job using the skills taught*** in the core courses of the graduate's program as defined in the catalog and matched with the job description listed on the Graduate Employment Information ("GEI") form.

Approved: 4/29/10	Replaces Procedure Dated: 7/26/07	Page 1 of 3
Effective Date: 4/29/10	Canceled:	Next Review Date: 5/1/12

ITT ITT Technical Institute PROCEDURE MANUAL	CAREER SERVICES GRADUATE EMPLOYMENT DEFINITIONS CS-2 Procedure Owner: Career Services

C. A **short-term contract** or **self employment (see CS-3 and CS-5)** can be accepted as a valid employment if it meets the following criteria: Graduate works a minimum of 30 hours/week for a minimum of one month in IF/RF job(s).

Examples:

1. Graduate works for a temp agency and has one or more different jobs that total 30 hours/week (documentation provided via the temp agency); or

2. Graduate is self-employed and provides work for clients that totals 30 hours/week (document provided via graduate).

D. Related field jobs with the **military** count as valid employments. A copy of the Military Occupational Specialty ("MOS") code job description or other military documentation showing the job description is required.

E. Multiple Employers:

A graduate who works for multiple employers that total a minimum of 30 hours/week may be eligible to be counted as a full-time valid employment. Written approval from the National Director of Career Services is required before entering this employment in the system.

F. "Initial Success" is defined as follows:

If a valid employment has been entered into IRIS and the graduate obtains either:

1. another valid employment at the same company **or** with another company **and** at a higher salary level; or

2. receives a higher salary in the initially documented position

within 90 days after graduation, the new employment and salary information (#1 above) or new salary information (#2 above) must be documented and entered in the system.

2. Invalid Employment

An invalid, or OF (Out of Field), employment means that the graduates uses **less than 20%** of time spent on the job using skills taught in the core courses of the graduate's degree program, as matched with the job description listed on the GEI. This type of employment is ***not*** included in the calculation of the graduate employment percentage; rather, it is a way to track unrelated employments.

ITT Technical Institute PROCEDURE MANUAL	**CAREER SERVICES GRADUATE EMPLOYMENT DEFINITIONS CS-2** **Procedure Owner: Career Services**

RELATED PROCEDURE

CS-3 - Documenting a Valid Employment
CS-5 - Graduate Employment – Determining Salaries
CS-12 - Student/Graduate File Documentation

Approved: 4/29/10	Replaces Procedure Dated: 7/26/07	Page 3 of 3
Effective Date: 4/29/10	Canceled:	Next Review Date: 5/1/12

FAQs on Employment Classification

1. **If my employer says it is RF/IF, that trumps everything, right?**

   No - Just because a graduate or employer states a position is IF or RF, it does not mean that the position is truly IF or RF or should be considered an initial success. It is the DOCS and College Director's responsibility to maintain the integrity and validity of each and every employment.

   Some questions that should be asked are:
   a. Does the position truly represent a success?
   b. Is the graduate really using skills taught in their core courses?
   c. Is this a position a student would have come to our school to obtain?
   d. For self-employments, is this self-employment a potential pathway to success or a means to obtain an employment for ETG purposes?
   e. Are the responsibilities commensurate with the position title?
   f. Could the graduate have gotten the position without a degree?
   g. Does the position represent a good (or even valid) ROI for the graduate?

2. **If the "Employers by Program" listing on the Portal shows that a graduate working for a particular employer in one area of the country is IF/RF, then doesn't that mean that my graduate who goes to work for that employer locally in a similar job title is IF/RF, too?**

   No - Every employment is unique and must be evaluated, documented and confirmed based on the specifics of the individual situation (e.g., Graduate degree, Job title, Job duties and responsibilities, Hours working using skills taught in the core courses, etc.)

3. **If my IT-CNS graduate is required to use a PC in their current job for at least 20% of the time, aren't they RF?**

   It depends on the specifics of the position and what skills obtained from core courses the graduate is using in their position. If the graduate is only entering data into a spreadsheet or other programs or is using a computer that is networked with other computers, that would not by counted toward the justification for an IF/RF classification. On the other hand, if the graduate is programming or monitoring network activities, or collecting and analyzing data, those might be activities that count toward an IF or RF classification.

   Again, every employment is unique and must be evaluated, documented and confirmed based on the specifics of the individual situation (e.g., Graduate degree, Job title, Job duties and responsibilities, Hours working using skills taught in the core courses, etc.)

4. **If my IT-CNS graduate does data entry that involves opening up a spreadsheet and typing in values, is that an RF?**

   No – simply typing data into a spreadsheet or document is not justification for an IF or RF classification.

5. **If my graduate had to set up and/or train individuals on specific equipment related to their field of study (e.g., computers or electronics) as part of a project at work, but that is not part of their official job description or typical daily duties, can I count that as RF/IF?**

   This would depend on the specifics of the project. Generally, this would not count unless you could document that the project was "long-term" (at least 30 days or longer and the graduate would be working on the project at least 30 hours per week for those 30+ days) and that the graduate was using skills taught in the core course of the program of study.

6. **I am having no luck contacting the graduate or the employer to verify the employment, but one of my Chairs spoke to the grad and said that he stated he's using his skills. Does this count as a valid verbal verification?**

   A verbal verification needs to be collected, verified and documented in writing by a member of the Career Services Department or the College Director. However, the Career Services Department should use this "opening" to work with the Chair to get the graduate to contact Career Services to discuss their employment situation.

7. **I was unable to talk with the grad's supervisor, but I called another Wendy's location and spoke to their Management Supervisor, who said that all people in this position use the core skills at least 20% of the time. Is that a valid verification?**

   The information used to obtain the information necessary to document an employment needs to come directly from the graduate and/or their Supervisor (or someone else in their management chain), the Company's Human Resources Department or a job description specific to that position and location. This assures that the specific position the graduate is working in is the one being evaluated and documented.

8. **I spoke to someone at the grad's place of employment who said he is working there, but I did not get a last name or job title for the person I was speaking with. Can I use this conversation to document the employment?**

   The information used to validate or confirm (post-graduation and/or post-start date) an employment needs to come directly from the Supervisor (or someone else in their management chain), the Company's Human Resources Department or a job description specific to that position and location. It must include the date, name and title of the person providing the information.

9. **If I get information that a grad is working somewhere via the Work Number, do I have to speak with the grad or the employer? Is it enough to just research on my own what someone in that position typically does?**

   For Work Number employments, you should:

   1. Obtain a job description from the graduate or the employer to determine whether the employment is OF, IF or RF. This is mandatory, and you cannot evaluate the employment without it. Do this for every graduate, even those who appear to be out of field.

Note: Sometimes job titles are misleading because you do not know exactly what the graduate is doing on a daily basis. Per procedure, you should evaluate the information you learn from the graduate or employer about the details of the job responsibilities to determine if the position is a valid employment or not:

i. Is the graduate using tasks, skills and knowledge learned in the core courses of his or her program of study? If no, then the position is OF. If yes, then go to ii below.

ii. Is the graduate using that skill/knowledge a minimum of 20% of the time in this position? If no, then the position is OF. If yes, then the position is RF (20-49%) or IF (50%+).

2. If you determine the employment is valid (IF or RF), document it per procedure as you normally would:

a. Complete the GEI with the information you have obtained, including a thorough job description. It should be clear to any person who reads the file that the job responsibilities constitute a valid RF or IF employment

Per procedure, do not answer the "Is the graduate utilizing skills and knowledge taught in the core courses of the program of study? and the "If yes, how much time on the job is spent utilizing these skills" questions on the GEI

b. Obtain the graduate's signature or a valid good faith attempt (per procedure).

c. The Work Number data represents the employer verification.
   * On the Employer Signature line of the GEI write "See attached Work Number data."

d. DOCS signs the GEI

e. College Director signs the GEI

f. Enter the employment in the system. Because The Work Number is a legal proxy for the employer to validate employment, you should use the "ES" code when entering this employment (per procedure).

3. If you determine the position is OF, complete the Out of Field Employment Information Form and if you are out of contact with the graduate, use the information as a method to contact the graduate and begin working with him or her to obtain valid employment.

10. If my graduate works at a Blockbuster or an electronics department that sells video games, doesn't that make them a DEGD related field placement? What if their employer says they are more effective at taking care of customers' questions because of their degree?

Blockbuster, GameStop and other video/game store employments are not black and white and require a significant amount of analysis, thought and documentation.

At a basic level, a Game or Video Advisor is a sales clerk, taking orders, ringing up sales, describing games, etc. They also may be doing some other tasks but their main responsibilities likely are general sales and store operations.

As a result, to try and validate such an employment as IF or RF, consideration needs to be given to:

a. Is the graduate really using skills taught in their core courses?
b. Is the graduate using any of these skills at least 20% of the time? Can this "accurately" be quantified? Quantifiably, 20% of a 40 hour week is 8 hours or 480 minutes. For example purposes, if an employee is "using" some of their game design skills in "5 minute" blocks to talk game engines, design criteria, etc. with customers, they would need to have 96 of these "technical" interactions per week. In a 5 day week, that would mean almost 20 "technical" interactions per day. Is this something they are/would be doing? Similar analysis/consideration would need to be given if they were using other skills learned in core courses.
c. Is this position a reasonable ROI for the graduate? Is there a career path that aligns with the graduate's degree program beyond this position?
d. Documentation notwithstanding, do these positions truly represent an initial success for a DEGD/MM/VC graduate? Or should these be considered more "training" or "experiential" type positions that we/our students should be pursuing to obtain pre-graduate employment experience?

11. If part of my grad's job responsibilities involves creatively setting up sales displays, can I count that as an RF placement for a CDD or MM grad?

It depends on the specifics of the position and what skills obtained from core courses the graduate is using in their position. If the graduate is only stacking products or hanging signs then it would not be considered a valid employment. However, if the graduate was designing the layouts using skills taught in the core courses or creating the sales and marketing materials used on the displays, and was spending at least 20% of the time using these skills taught in the core courses, then the position might be an RF employment.

Again, every employment is unique and must be evaluated, documented and confirmed based on the specifics of the individual situation (e.g., Graduate degree, Job title, Job duties and responsibilities, Hours working using skills taught in the core courses, etc.)

12. If HQ CS has mentioned an employer by name as a potential target for a particular program, does that mean all placements with that employer are automatically approved as RF/IF?

No -Every employment is unique and must be evaluated, documented and confirmed based on the specifics of the individual situation (e.g., Graduate degree, Job title, Job duties and responsibilities, Hours working using skills taught in the core courses, etc.)

13. My CJ grad is in charge of a cash register. She needs to be accountable for keeping that money secure. Is that an RF/IF placement?

No – keeping track of money or being "honest" is not a skill taught in core courses.

Again, every employment is unique and must be evaluated, documented and confirmed based on the specifics of the individual situation (e.g., Graduate degree, Job title, Job duties and responsibilities, Hours working using skills taught in the core courses, etc.)

14. **My CJ graduate has taken classes in Emergency Procedures. If he is a bus driver or a nursing home attendant, part of his duties would include making sure that everyone knows how to safely evacuate in time of fire or a crash. Could this help to qualify him as RF?**

    Though this might be a skill taught in a core course, it is not likely that the graduate would routinely be using this skill/knowledge at least 20% or more of the time each week during their performance of their duties (e.g., performing actual evacuations for 8 or more hours per week).

From: Redacted by HELP Committee
To: Redacted by HELP Committee
Sent: 1/7/2009 12:52:57 PM
Subject: RE: Tuition increase - posting for students

Redacted by HELP C

To respond, although we appreciate suggestions, pursuant to the general practices of ITT Educational Services we would not post the tuition increases in the student lounge area. We comply with state requirements and ACICS criteria 3-1-342(a) by clearly posting the tuition and other charges in the catalog. Until the ACICS criteria require an additional posting all ITT Technical Institutes will list tuition and other charges as required in the catalog.

Students who have questions about tuition increases or other fees can receive an updated catalog at any time or speak with the registrar directly.

Thank you,
Redacted by HELP Committee

Regulatory Affairs Manager
ITT Educational Services, Inc.
Redacted by HELP Committee

From: Redacted by HELP Committee
Sent: Wednesday, January 07, 2009 12:39 PM
To: Redacted by HELP Committee
Subject: RE: Tuition increase - posting for students

Redacted by HELP Co

My concern is that it would set a precedent of expectation for ACICS team members of something that is not a general practice at all ITT Tech institutes. Although I am sure that most students are aware of tuition increases each year when they pay, I also am concerned about creating a panic in a student that this is something new or not previously disclosed when they enrolled.

I will discuss with Redacted by HELP before we do anything right now. We may just reply to the suggestion when we receive the report.

Thank you,

Redacted by HELP Committee

Regulatory Affairs Manager
ITT Educational Services, Inc.
Redacted by HELP Committee

From: College Director
Sent: Wednesday, January 07, 2009 12:22 PM
To: Redacted by HELP Committee
Cc: Redacted by HELP Committee
Subject: Tuition increase - posting for students

Redacted by HELP C

It has been suggested by a member of the committee that we post the new tuition increase in the student lounge area. I will forward our mock-up to you once we have put it together. Everything is ok since our tuition increase is stated in our catalog – this member would just like to see it posted for the students as well.

Do you have any thoughts or suggestions?

PRIVATE EDUCATION LOAN APPLICATION AND SOLICITATION DISCLOSURE

CREDITOR:
LIBERTY BANK, N.A.
25201 Chagrin Blvd. #120
Beachwood OH 44122

Loan Interest Rates & Fees

Your starting interest rate will be between 4.75% and 14.75%

After the starting rate is set, your rate will then vary with the market.

Your Starting Interest Rate (upon approval)
The starting interest rate you pay will be determined after you apply. It will be based on your credit history. If approved, we will notify you of the rate you qualify for within the stated range.

Your Interest Rate during the life of the loan
Your rate is variable. This means that your actual rate varies with the market and could be lower or higher than the rates on this form. The variable rate is based upon the U.S. Prime Rate, as published by *The Wall Street Journal*. For more information on this rate, see Reference Notes.

Although the rate will vary after you are approved, **it will never exceed 25%** (the maximum allowable for this loan).

Loan Fees
Loan Origination Fee: The fees that we charge to make this loan range from 0% to 10% of the total loan amount.
Late Charge: $10.00 for each payment that is more than 15 days late.

Loan Cost Examples

The total amount you will pay for this loan will vary depending upon when you start to repay it. This example provides estimates based upon two (2) different repayment options available to you while enrolled in school and during your six-month grace period.

Repayment Option (while enrolled in school)	**Amount Provided** (amount provided directly to your school)	**Interest Rate** (highest possible starting rate)	**Loan Term** (how long you have to pay off the loan)	**Total Paid Over 10 Years** (includes associated fees)
1. DEFER PAYMENTS Make no payments while enrolled and during grace period. Interest will be charged and added to your loan.	$10,000.00	14.75%	10 years Starting after the deferment period	$30,432.72
2. PAY ONLY THE INTEREST Make interest payments but defer payments on the principal amount while enrolled in school.	$10,000.00	14.75%	10 years Starting after the deferment period	$25,150.83

About this example
The repayment example assumes that you remain in school for 2 years and have a 6-month grace period before beginning repayment. It is based on the **highest starting rate and the highest origination fee currently charged.** Repayment will last 10 years, starting once the initial principal payment is made.

PKS 2010 A

Federal Loan Alternatives

Loan program	Current Interest Rates by Program Type
PERKINS For Students	5.0% fixed
STAFFORD For Students	5.6% fixed Undergraduate subsidized 6.8% fixed Undergraduate unsubsidized and Graduate
PLUS For Parents and Graduate/Professional Students	8.5% fixed Federal Family Education Loan 7.9% fixed Federal Direct Loan

You may qualify for Federal education loans.
For additional information, **contact your school's financial aid office or the Department of Education at:**

www.federalstudentaid.ed.gov

Next Steps

1. **Find out about other loan options.**
   Some schools have school-specific student loan benefits and terms not detailed on this form. Contact your school's financial aid office **or visit the Department of Education's web site at:** www.federalstudentaid.ed.gov for more information about other loans.

2. **To apply for this loan, complete the application and the self-certification form.** You may get the certification form from your school's financial aid office. If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law and the variable interest rate may change based on the market).

REFERENCE NOTES

Variable Interest Rate:
- This loan has a variable Interest Rate that is based on a publicly available index, the U.S. Prime Rate as published in *The Wall Street Journal.* Your rate will be calculated each month by adding a margin between 1.5% and 11.5% to the current index, rounded up to the nearest one-eighth of one percent (0.125%).
- The rate will not increase more than once a month, but there is no limit to the amount that the rate could increase at one time.

Borrower Eligibility Criteria
- Must be a U.S. citizen/national or eligible noncitizen with a U.S. address and a valid U.S. Social Security number.
- Must be a returning student as defined by the school
- Must be enrolled or accepted for enrollment at least half time as defined by the school at, or have graduated from, either an ITT Technical Institute or a Daniel Webster College campus
- Must be the age of majority in your state of residence at the time of application

Bankruptcy Limitations
This is an education loan. If you file for bankruptcy, you may still be required to pay back this loan.

More information about loan eligibility and repayment deferral or forbearance options is available in your loan application and loan agreement.

PKS 2010 A

Excerpts, selected by the HELP Committee, from a larger document produced by the company

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		1994	1995	1996	1997	1998	1999	1Q00	2Q00	3Q00	4Q00	2000	1Q01	2Q01
2	New													
3	YOY %	Redacted by HELP Committee												
4	Re-entry													
5	YOY %													
6	Total new													
7	**Total new YOY%**													
8	Total enrollment													
9	YOY %													
10	Tuition increase			5	5	5	5	5	5	5	5	5.0%	5	5
11	Revenue per student													
12	**Rev/student YOY%**	Redacted by HELP Committee												
13	New institutes													
14	Total institutes													
15	New learning sites													
16	Total learning sites													
17	Revenue per institute													
18	YOY %													
19	***Income Statement***													
20	Total revenue													
21	Refund reclassification													
22	Revenue													
23	**Revenue YOY%**													
24	Ed services													
25	Refund reclassification													
26	Ed services													
27	% Rev													
28	Student services & admin													
29	% Rev													
30	One time costs													
31	% rev													
32	Special legal													
33	% Rev													
34	Total Operating expense													
35	Operating income													
36	**Operating margin %**													
37	Interest income (expense)													
38	Pretax income													
39	Pretax margin %													
40	Income taxes													
41	ETR													
42	Net income													
43	Net margin %													
44	**EPS**													
45	YOY %													
46														
47	Shares													

	O	P	Q	R	S	T	U	V	W	X	Y	Z
1	3Q01	4Q01	2001	1Q02	2Q02	3Q02	4Q02	2002				

Redacted by HELP Committee

	O	P	Q	R	S	T	U	V
10	5	5	5.0%	5	9	9	9	

Redacted by HELP Committee

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
48	Share repurchases	Redacted by HELP Committee												
49	Cost													
50	$/share													
51	Losses at new institutes (pre-tax)													
52	Facility purchases													
53	Cost													
54	Bad Debt Expense													
55	Bad debt expense rate													
56	Advertising / Media Cost													
57	YOY %													
58														
59														
60														
61		1Q03	2Q03	3Q03	4Q03	2003	1Q04	2Q04	3Q04	4Q04	2004	1Q05	2Q05	3Q05
62	New	Redacted by HELP Committee												
63	YOY %													
64	Re-entry													
65	YOY %													
66	Total new													
67	**Total new YOY%**													
68	Total enrollment													
69	YOY %													
70	Tuition increase	5.0%	5.0%	5.0%	5.0%	5.0%	6.0%	6.0%	6.0%	6.0%	6.0%	5.0%	5.0%	5.0%
71	Revenue per student	Redacted by HELP Committee												
72	**Rev/student YOY%**													
73	New institutes													
74	Total institutes													
75	New learning sites													
76	Total learning sites													
77	Revenue per institute													
78	YOY %													
79	***Income Statement***													
80	Total revenue													
81	Refund reclassification													
82	Revenue													
83	**Revenue YOY%**													
84	Ed services													
85	Refund reclassification													
86	Ed services													
87	% Rev													
88	Student services & admin													
89	% Rev													
90	One time costs													
91	% rev													
92	Special legal													
93	% Rev													
94	Total Operating expense													

ITT Educational Services, Inc.
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	O	P	Q	R	S	T	U	V	W	X	Y	Z
49	Redacted by HELP Committee											
61	4Q05	2005	1Q06	2Q06	3Q06	4Q06	2006	1Q07	2Q07	3Q07	4Q07	2007
64	Redacted by HELP Committee											
70	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
73	Redacted by HELP Committee											

Redacted by HELP Committee

From: John Hawthorne at HQ
Sent: Monday, December 07, 2009 11:32 AM
To: JRedacted by HELP Committee
Cc: Redacted by HELP Committee
Subject: 2010 Military Marketing Plan

Redacted by HELP

Next year provides a great opportunity for all of the ITT Technical Institutes to market to active military, veterans and their dependents. The availability of additional educational funding through the new GI Bill as well as ITT/ESI participation in the Yellow Ribbon Program allow for more service members to qualify for tuition assistance than ever before. Currently, we have over 6,000 students enrolled at ITT Technical Institutes across the country who are either on active duty, veterans, reservists or dependents of service members indicates that program offerings align with their experience and their goals. And the fact that both resident and on-line programs are available offer this demographic the flexibility of continuing their education while on deployment which makes ITT a very logical and appropriate choice.

Seven states, 42 campuses, have been selected to participate in the "Military Marketing Plan" that will begin with the new year. Research into the military market has been conducted for the states of California, Florida, Indiana, Kentucky, Ohio, Texas and Virginia. Guidance and assistance can be requested through Redacted by HELP C, Military Director of Recruitment, at Headquarters while Marketing will be implementing the following activities to support the program:

- Military Website-indicated by a link from our home page. It will feature testimonials, photos and bios on current ITT Tech staff and personnel who have served in the military, FAQ's, Information on Tuition Assistance as well as available programs and locations.
- :60 television compilation spot using testimonials from graduates who served in one of the military branches
- Two additional spots will be tagged with the following: "ITT Technical Institute is a proud participant in the Yellow Ribbon Program. Call or visit us on the web to learn more about the educational opportunities available to active military, veterans and their dependents."
- A full-page four-color ad will be placed in the "MilitarySpouse" publication in the February and March editions. It

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will carry the "800" as well as the web address as the call to action. If the results prove positive, we will continue to run ads in the June, July, August and September issues totaling six for the year.

- Each location will receive the publication cover and ITT Tech ad professionally matted and framed to hang in their building.
- :60 radio spots will be written and used in the Radio P.I. program specific to each market.
- Local, geo-target internet campaigns that exist within military websites will be researched and included as part of the on-line advertising beginning in 1QTR10.

Attached is the specific information that has been gathered for the states within your district. It includes research on the military installations, personnel and veterans within the state. It also has the baseline starts (2009) as well as the goal for 2010. With the additional resources that have been approved for the Military Marketing Plan, we believe that each college can build their military census by 20%. The additional starts have been allocated by start date based on the prior year number of military starts. The revised "Starts by District" is attached.

Please share this information with each of the colleges that will be participating in the program individually. They should reflect these updated start numbers in their January forecast. If you have any questions regarding the Military information, please contact Redacted by HELP C at extension Redacted by. For questions regarding the Military Marketing Plan, please contact either your FMM or Redacted by HELP Committee

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Military Marketing Plan

Overview:

This plan initially includes 42 ITT Technical Institute campuses that currently have a military enrollment of [redacted] The plan anticipates [redacted] in incremental media expenditures and results in [redacted] incremental military starts.

Background:

ITT Technical Institutes has a great opportunity to expand the current penetration into the military market by focusing efforts on this key demographic. The availability of additional educational funding through the new GI Bill as well as ITT/ESI participation in the Yellow Ribbon Program allow for more service members to qualify for tuition assistance than ever before. The fact that there are currently over 6,000 students enrolled at ITT Technical Institutes across the country who are either on active duty, veterans, reservists or dependents of service members indicates that program offerings align with their experience and their goals. And the fact that both resident and on-line programs are available offer this demographic the flexibility of continuing their education while on deployment which makes ITT a very logical and appropriate choice. With a concentrated marketing effort aimed at selective states, we believe we have an opportunity to increase the number of military starts in each college helping to grow the overall census.

Objective:

Implement a program using on-line and off-line advertising as well as utilize local personnel (CRS) to penetrate the military market identified in the target areas. Establish a baseline for each college and evaluate the success based on achieving the goals set based upon market data.

Strategies/Tactics:

- Develop a website specifically geared toward the Military population. Marketing features to include testimonials from graduates with military service; feature photos and bios on current ITT Technical Institute staff and personnel; FAQ's; Information on Tuition Assistance as well as Available Programs, Locations and "About ITT".

- Create a :60 television compilation spot using testimonials from graduates who served in one of the military branches which would be rotated into the local television creative mix in ALL markets. Redacted by HELP Committee

- Tag the following spots with the :10 military tag for the 27 markets in the "pilot test"; Robert Fyfe and Hurtha Johnson. Revise the current tag to reflect the opportunities now available to current military personnel, veterans and dependents of military personnel. Redacted by HELP Comm

- Design, produce and distribute to all ITT Tech staff members in five select colleges who served in the military an "insignia" to place on their name plate and on their business card to identify their branch of service. This would help promote the value of our programs to that demographic as well as build immediate relationships based on common experiences supporting the military-friendly atmosphere at the colleges. Redacted by HELP Committee

- Develop a "Military Presentation" for the CRS to deliver to appropriate base personnel with contacts generated by the MDOR in the 42 colleges selected as the pilot test group. The presentations would be set up to occur May through July when the CRS is not in the high schools. Initial contact information and training would be generated through Redacte Redacted by HELP Committee

- Test the publication "MilitarySpouse" running a full-age, 4-color ad in the February and March editions. To evaluate the results, the ad would carry both an "800" number and the web address as the call to action. If the results prove positive, run ads in the June, July, August and September issues totaling six for the year. Based on the space deadlines, these insertions would support the March, June and September starts. We also recommend framing the cover of the publication and the ITT Technical Institute ad and distributing it to each college to further identify the location as "military friendly." Redacted by HELP Committee

- Implement a Radio P.I. program as well as identify specific internet opportunities in the local markets that are included in the test. Redacted by HELP Committee

Markets:

Seven states have been identified as the pilot test to begin marketing specifically to the military population. The seven states are: California, Florida, Indiana, Kentucky, Ohio, Texas and Virginia. Within in those seven states, there are a total of 42 ITT Technical Institutes who would be involved in penetrating this market. Through research done by Redacted by HELP Co, the following has been identified as potential opportunity within each state and market:

California: 22 Installations
Active Personnel: Redacted by HELP Committee
Total Veteran's: Redacted by HELP Committee

Veteran's: Los Angeles Redacted by HELP Committee
San Diego
Sacramento
San Francisco
Fresno
TOTAL:

Florida: 14 Bases, 17 Facilities
Active Personnel: Redacted by HELP Committee
Total Veteran's: Redacted by HELP Committee

Veteran's: Tampa Redacted by HELP Co
Jacksonville
Miami/Ft. Lauderdale1
Orlando
TOTAL:

Indiana: 2 Installations
Active Personnel: Redacted by HELP Committee
Total Veteran's: Redacted by HELP Committee

Veteran's: Indianapolis Redacted by HELP Committee
Evansville
Ft. Wayne
South Bend
TOTAL:

Kentucky: 2 Installations
Active Personnel: Redacted by HELP Committee
Total Veteran's: Redacted by HELP Committee

Veteran's: Louisville Redacted by HELP Committee
Lexington
TOTAL:

Ohio: 3 Installations
Active Personnel: Redacted by HELP Committee
Total Veteran's: Redacted by HELP Committee

Veteran's: Cincinnati Redacted by HELP Committee
Cleveland
Columbus
Dayton
Akron
Toledo
Youngstown
TOTAL:

Texas: 14 Installations
Active Personnel: Redacted by HELP Committee
Total Veteran's: Redacted by HELP Committee

Veteran's: Dallas Redacted by HELP Committee
Houston
San Antonio
Austin
TOTAL:

Virginia:	21 Installations	
	Active Personnel:	Redacted by HELP Committee
	Total Veteran's:	Redacted by HELP Committee

Veteran's:	Norfolk	Redacted by HELP Committee
	Washington D.C.	
	Richmond	
	TOTAL:	

Baseline starts have been accumulated for all ITT Technical Institutes covering the period of December 2008 through September 2009. We anticipate all colleges increasing their starts within this demographic target audience with the availability of the designated website, the :60 compilation television spot and the additional tuition assistance that is now available and will report on the results after each start.

However, the goal for the 42 "pilot test" colleges who will also be implementing the :10 tag and initiating personal contact and presenting educational opportunities in various military outlets is a 20% growth in military starts. The baseline number of starts for these colleges is Redacted by ; the goal would be an additional Redacted by starts for a total of military starts of Redacted by . By college that equates to the following:

State	College	Baseline	20% Goal	TOTAL
California	Clovis	Redacted by HELP Committee		
	Concord			
	Lathrop			
	Rancho Cordova			
	Anaheim			
	Oxnard			
	San Bernardino			
	San Diego			
	San Dimas			
	Sylmar			
	Torrance			
	TOTAL:			

Redacted by HELP Committee

Florida	Ft. Lauderdale
	Jacksonville
	Lake Mary
	Miami
	Pinellas Park
	Tampa
	TOTAL:
Indiana	Fort Wayne
	Indianapolis
	Newburgh
	South Bend
	TOTAL:
Kentucky	Lexington
	Louisville
	TOTAL:
Ohio	Columbus
	Dayton
	Hilliard
	Maumee
	Norwood
	Strongsville
	Warrensville Hgts
	Youngstown
	TOTAL:
Texas	Arlington
	Austin
	Houston North
	Houston South
	Houston West
	Richardson
	San Antonio
	TOTAL:

Virginia	Chantilly Norfolk Richmond Springfield, VA	Redacted by HELP Committee
	TOTAL:	
	GRAND TOTAL:	

Attached is the information for these colleges by start date. Fort Myers and Tallahassee have been excluded from the pilot test since they are start-ups. Also attached is the baseline starts for ALL colleges.

Redacted by HELP Committee

Redacted by HELP Committee

-----Original Message-----
From: Campus Director, Little Rock
To: Redacted by HELP Committee
Sent: Wed Feb 15 10:33:02 2006
Subject: FW: New Grant, New Program and Credential Inclusion Reports from ACICS

Attached is the ACICS Visit report for Little Rock. Please note that on page 7 is a "damning" citation calling into question the

"ethical practices and integrity of the institution's administration". This was unwarranted, and had the visit team bothered to ask

about the statement in the faculty meeting minutes they would have understood that this was merely the common practice of

reminding students that we are trying to put our best foot forward and that it is not the forum to hold a "bitch" session. Instructors

were merely being reminded of the rules, and cautioned to ensure that no exceptions were taken.

They didn't ask, however, and we now have a tremendous problem. My letter of retirement is being sent under separate cover.

I have a meeting with the Arkansas Scholars committee at 10am at the Chamber of Commerce, and will return to campus immediately

Following. I would appreciate it if you would advise Barry Simich of my intent to step down. Redacted by HELP, my conscience is clear. I have led

this campus with honesty and integrity. This is a most unfortunate event.

Redacted by HELP Comm

Redacted by HELP Committee

Excerpts, selected by the HELP Committee, from a larger document produced by the company

**NEW GRANT, NEW PROGRAM, AND
CREDENTIAL INCLUSION EVALUATION REPORTS**

**ITT TECHNICAL INSTITUTE
4520 SOUTH UNIVERSITY STREET
LITTLE ROCK, ARKANSAS 82204-9925**

ACICS ID Code B01208

January 23-25, 2006

Main Campus
ITT TECHNICAL INSTITUTE
500 EAST 84TH AVE., SUITE B-12
THORNTON, CO 80229

ACICS ID Code M01132

Redacted by HELP Committee

means: newspaper advertisements in Little Rock area newspapers, networking contacts through instructors, requests through the corporate office, web sites devoted to employment opportunities, and requests made to local employment agencies and technical recruiters.

On page three of the Faculty Manual, academic freedom is discussed. ITT/ESI and ITT Technical Institute encourage academic freedom with defined guidelines. As stated in this manual, "faculty members are not authorized to make major changes from the planned course outline, nor may they limit the instruction on the objectives listed in the course outline and faculty member syllabus." It is reported, though, by faculty members that they do have flexibility regarding teaching methodology and the addition of perceived needed course content to the course syllabus. Each faculty member is given a copy of the Academic Freedom Policy by the dean.

At the time of admission, each student is given a copy of the Student Handbook that contains a section on "Student Complaint Grievance Procedure." In addition, the procedure is posted on the bulletin board at the student entrance. The procedure is also explained during the first week of class, and students sign a form acknowledging they were given a copy of the complaint procedure and that they understand it. The signed form is then placed in the student's permanent education file.

Faculty and staff are given copies of the complaint procedure and reminded of it when the topic is covered in yearly in-service presentations. Employees receive a copy of the Employee Handbook when hired; this Handbook contains steps to follow when a grievance needs to be filed.

Team Concern Regarding the Administration

The team noted that the minutes for a faculty meeting held January 12, 2006, stated that student survey handouts were given to faculty to review with their students for possible questions that the accrediting committee may ask during their visit. Further, the minutes stated, "Faculty were instructed to inform their students that students are not to complain to the committee about any grievances they may have. Faculty are to remain in their class until the end of the assigned course period and not leave early while the accrediting committee are here."

The team believes the above-stated finding calls into question the ethical practices of the institution's administration. The team, therefore, determined that the question of the administration's integrity should be called into question by noting the above finding in the evaluation report; the team also decided, however, that it was not in the best interest of the on-site evaluation process to discuss this concern with the administration during the on-site visit **(Section 3-1-202).**

ITT Technical Institute
Faculty Meeting
Thursday, January 12, 2006
4:30 p.m.
Theory Room 1
Dean Redacted by HELP Committee, Facilitating

Attendees:
Redacted by HELP Committee

Redacted by HELP Committee

Meeting Minutes

The meeting was called to order by Dean Redacted by HELP Committee. She opened by announcing the upcoming visit of ACICS, the college's accreditation committee on Monday, January 23 through Wednesday, January 25, 2006.

Student Survey handouts were given to faculty to review with their students for possible questions the accrediting committee may ask them during their visit. Faculty were instructed to inform their students that students are not to complain to the committee about any grievances they may have. Faculty are to remain in their class until the end of the assigned course period and not leave early while the accrediting committee are here.

Faculty were given their individual Faculty Data Sheets to review for correct information, then sign and submit to Dean Stringer by Friday, January 13, 2006, or no later than Monday, January 16, 2006.

Dean Stringer informed Faculty to make sure that the student Different Section and Submitted Work forms are completed and signed with the appropriate signatures to be placed in the student's file.

Dean Stringer discussed the Faculty Training Course-quarterly minimum requirements. Full-time Faculty must take 2 courses per quarter. They must take 3 courses in their 1st quarter.

Adjunct Faculty must take 1 course per quarter. They must take 2 courses in their 1st quarter.
All new Faculty must take IT100 for their 1st course.

Dean [redacted] addressed the Student Average Daily Attendance requirements. ITT Headquarters tracks attendance if less than 80%. ITT – Little Rock has an average attendance rate of 70 – 80%. Dean Stringer advised faculty to make changes in their teaching styles to encourage students to attend class.

Dean [redacted] discussed the 15% Absence policy that complies with the Arkansas State Board of Private Career Education. It states that if a student misses 15% of his/her class, he/she must be dropped from the quarter. ITT Headquarters says that this can be waived if the Submitted Work or Different Section forms are completed, to which the Lower Board agreed.

*If a student misses <u>3 consecutive weeks in a class</u>, the student must be DROPPED per ITT and ACICS.

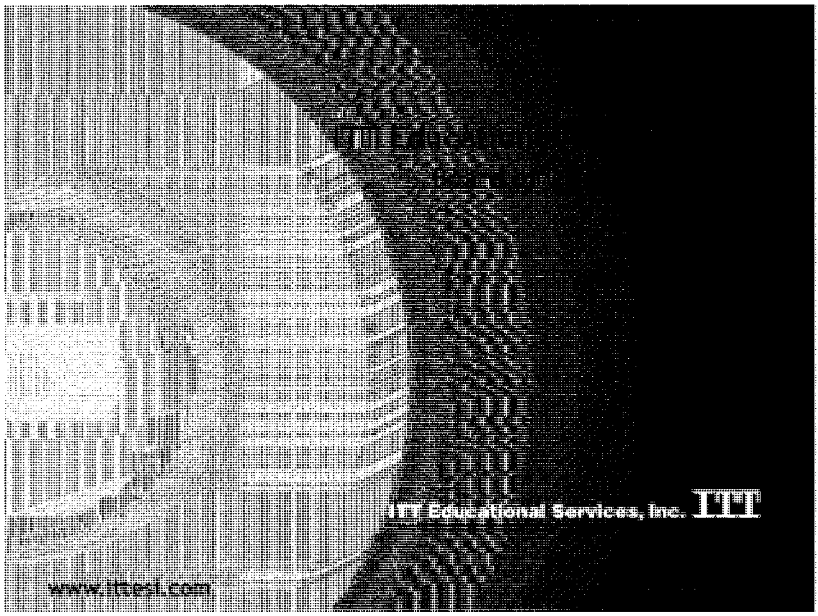
*If a student misses <u>15% of classes in a quarter</u>, the student must be DROPPED per the Arkansas State Board of Private Career Education.

Dean [redacted] will provide an updated Absence Policy for the instructors to hand out to their students.

The meeting was adjourned.

Submitted by: EMM

Excerpts, selected by the HELP Committee, from a larger document produced by the company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www.ittesi.com

ED Proposed Definition of GE

- Caps median debt level by program of study based upon proposed formula
  - Debt payments must not exceed 8% of salary
  - Three year average median loan debt balance for program specific graduates
  - Debt payment calculated on 10 year repayment at Stafford unsubsidized interest rates (currently 6.8%)
  - Salary by program based upon BLS salary for related program specific job codes at the 25th percentile
- Effectively represents ED imposed Price Controls
- Impact on ITT Technical Institute:
  - The overwhelming majority of our programs do NOT comply with the proposed "GE bright line" and require remediation initiatives

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Potential Remediation Scenarios

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Scenario #1

Tuition Reduction

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Remediation Scenario # 1 -Tuition Reduction

- Fixed tuition reduction to comply with Gainful Employment regulation/calculation
  - Pricing by program vs. current standardized pricing model
  - Estimated tuition reduction of approximately 11% required but will vary by degree program
  - Financial impact of scenario analysis assumes no associated reduction in costs/expenses
- Represents the least economically efficient scenario presented
  - Proposed GE regulation/calculation based on median loan debt for graduates (not all students)
  - Scenario #1 affects revenue generated from all students (not just graduates)

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Scenario #2

Debt Reduction Awards

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Remediation Scenario #2 –Debt Reduction Awards

- Debt reduction award to graduates to comply with regulation/calculation
  - Awarded at time of graduation
  - Provided to students on selective basis
  - Will result in a reduction to the median loan debt balance of graduates in each program of study
- Represents the most economically efficient scenario presented
  - Effects only revenue from program completers/graduates
  - Rewards graduates however not on an equitable basis
  - Recipients are those of greatest need who likely received the most grant aid and thus have the least amount of debt
  - Optics considerations

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Scenario #3

Curriculum Revision

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Remediation Scenario #3 -Curriculum Revision

- Revise the duration of each program of study
  - Increase the classroom time/credit hours per course and reduce the number of courses/program (e.g. 24 to 20 for Associate degrees)
  - No change in the learning objectives for the program
  - Reduces published "sticker price" of programs (positive optics)
- Represents the moderate economically efficient scenario presented
  - Effects revenue from likely completers (e.g. students in quarter six through eight for Associate degree students)
  - Most likely must be combined with moderate amounts of Debt Reduction Awards (Scenario #2)
  - Most operationally challenging approach and will take years to implement

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Summary

- The sector continues to lobby aggressively against current proposal
  - Assistance welcomed at this critical juncture
- Only certainty is that the specific outcome is uncertain
  - Some form of GE regulation likely to become effective July 1, 2011
  - ED (Shireman) appears hell-bent on implementing the second leg of the 2-part plan (elimination of FFEL was step #1)
- Legal challenge remains; success seen as remote at best
- ED engagement, while publicly claiming interest in alternatives, limited
  - Might represent "check the box" strategy; ED serious consideration of alternatives appears disingenuous at best
- We will conservatively prepare for GE as currently proposed
  - Continuing to review various strategies for possible "90/10" impact

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From: Kevin Modany at HQ
To: Rene Champagne at HQ; Dan Fitzpatrick at HQ
Sent: 9/14/2006 9:05:15 AM
Subject: Re: ThinkEquity/ESI: ThinkEquity Partners Growth Conference Highlights

This message has been archived. View the original item

Check out our QA when you get back to the office. We were hit right away with a pricing question (as we suspected).

We said.....we've historically have had 5%....we look at:

1) ROI for students (very strong now)
2) Availability of financing (still good now)
3) Inflation rates now and going forward

After considering these options we expect 5% in 2007 and think we should be able to be around the historical range going forward.....but we'll continue to look at these three variables.

I did not....but I should have added.....right now the demand still is strong so pricing doesn't yet appear to be an issue on this front.....but we watch this as well.

----- Original Message -----
From: Rene Champagne at HQ
To: Kevin Modany at HQ; Dan Fitzpatrick at HQ
Sent: Thu Sep 14 08:09:38 2006
Subject: Re: ThinkEquity/ESI: ThinkEquity Partners Growth Conference Highlights

As I recall my comment I said we were increasing 07 pricing by 07 and that we have raised prices forever in the range of 5% to 12%. Unfortunately I then added that I believed that pricing could be increased no less than the inflation rate on a going forward basis and that we did not agree with peers who say that tuition pricing must be reduced because students can't afford higher prices. (Apollo presented before me).

Rene R. Champagne
Chairman & CEO
ITT Educational Services, Inc.
Redacted by HELP Committee

----- Original Message -----
From: Kevin Modany at HQ
To: Rene Champagne at HQ; Dan Fitzpatrick at HQ
Sent: Thu Sep 14 06:51:44 2006
Subject: Fw: ThinkEquity/ESI: ThinkEquity Partners Growth Conference Highlights

We all need to make sure we're on the same page on the tuition pricing discussions.

Her comment that we've decided to raise prices at inflation rates instead of 5% could cause some major discussion as that could materially impact our future financial projections for many people..

Long term we need to make sure we're saying the same thing here. My plan today is to stick to the 2007 discussion and avoid any longer term price discussions at this time (but to continue to say we expect price increases in the historical range at this time but we constantly monitor available financing and the ROI as considerations when looking at tuition pricing). I hate to have us thrown into the mix with CECO and UOP who have begun to commoditize their offerings with price reductions.

At any point, let's discuss this more at Dan's Friday afternoon meeting....

Thanks

Redacted by HELP Committee

From: Kevin Modany at HQ
To: Glenn Tanner at HQ
Sent: 2/18/2010 3:29:55 PM
Subject: FW: Stifel: Education - Summary from the CCME Conference Kickoff
Attachments: 134348.pdf

We need to see how we can penetrate this world with ITT Tech AND DWC!!

Please look into it and let me know what you think we need to do on the marketing front.

From: Kevin Modany at HQ
Sent: Thursday, February 18, 2010 3:29 PM
To: Gene Feichtner at HQ; Redacted by HELP Committee
Cc: Greg Wallis at HQ; Dan Fitzpatrick at HQ
Subject: FW: Stifel: Education - Summary from the CCME Conference Kickoff

We didn't even make the top 40 providers to the military! What an opportunity that we have in front of us!

From: Education Research [mailto:educationresearch@stifel.com]
Sent: Thursday, February 18, 2010 3:01 PM
To: Kevin Modany at HQ
Subject: Stifel: Education - Summary from the CCME Conference Kickoff

See attachment for details and important disclosures and certifications.

Stifel: Education - Summary from the CCME Conference Kickoff

We attended the Council of Colleges and Military Educators (CCME) annual symposium involving meetings/workshops addressing current issues impacting military education. Increased funding benefits for military service members and families continues to help drive interest in educating military from all sectors of education. Also, the Higher Education Act requirement for proprietary institutions to generate at least 10% of their revenue from Non-Title IV funds contributes to the interest from the for-profit institutions as the DoD's Tuition Assistance is a separate funding source. Approximately 2.1 million active (approx. 1.4 million) and reserve military personnel serve in the U.S. armed forces with about 1 million or over 70% of actives (reserve unknown) holding a high school diploma or less. The for-profit institutions have had a presence in serving the military with 13 of the Top 50 providers in 2008 (according to Military Times Edge Magazine). The largest publicly-traded providers included American Military University (#2, but company has since indicated now #1) - APEI, University of Phoenix (#4) - APOL, DeVry University (#22) - DV, Strayer University (#29) - STRA, Colorado Technical University (#36) – COCO, American Intercontinental University (#37) – CECO, and Ashford University (#38) – BPI.

Operations Department

ITT Educational Services Inc.

Proposal

Draft 07/15/08

Military Recruitment Proposal

Military Recruitment Background

With the passage of the new GI Bill legislation, there is an increased opportunity for significantly driving our market share of not only military personnel, but their family members through the transferability clause of the new GI Bill. The new legislation goes into effect on August 1, 2009 and is applicable to anyone who has served a minimum of 90 days of active duty since September 10, 2001 and has met certain discharge requirements.

Eligible participants will receive a maximum of thirty months of entitlements under the new bill and will receive a percentage, as determined by length of credible active duty service, of the following:

- Amount of tuition and fees not to exceed the most expensive in-State public institution of higher education.
- Monthly housing allowance equal to the basic housing allowance (BAH) amount payable to an E-5 with dependents, in the same zip code as the school. This ranges from a low of around $750 to a high in excess of $2500 depending on location. A fair average to consider is $1000 a month.
- Yearly books and supplies stipend of up to $1000.
- A one time payment of $500 may be payable to certain individuals relocating from highly rural areas.

This new GI Bill is meant to cover formal educational training that includes graduate and undergraduate degrees, vocational/technical training, and foreign training. All training programs must be offered by an institution of higher learning and approved for purposes of chapter 30. Additionally, tutorial assistance, and licensing and certification test reimbursement are approved under the Post 9/11 GI Bill.

A key component, and one that could have significant impact on our ability to attract GI Bill eligible veterans, is the transferability portion of the bill. Eligible veterans may, with approval from the Department of Defense, transfer their eligibility to their spouse and/or dependent children.

ITT/ESI Military Recruitment Plan

The Overall Objectives

1. Increase census of military veterans through a well rounded advertising, informational, and recruiting campaign.
2. Demonstrate a positive ROI on any incremental expenses.

Implementation Strategies

The overall military recruiting plan would consist of the standard type of campaigns that we currently utilize for normal recruiting campaigns. Advertising in the form of direct mail campaigns structured to the military touting the benefits of the new GI Bill and our educational programs and successes coupled with our normal advertising efforts will gain some exposure.

The specific direction of this paper is to propose that we consider hiring an individual or individuals that would specifically target and drive military recruiting around the new GI Bill.

A key factor to the success of any military recruiting campaign is built around several variables:

- Access to key military facilities and seminars
- An acceptance of the educational representative by the military establishment
- The ability to understand the audience and "talk the talk".

As our market is going to be almost exclusively enlisted personnel as virtually all officer personnel already have at least an undergraduate degree, our candidate/s should be senior non-commissioned officers who have attained at least an undergraduate degree and be retired.

These basic qualifications are extremely important for several reasons:

- Access to key military installations is going to be simplified by an individual who is familiar with the military, has served in the military and understands the nuances of gaining access not only to the facility but also to the key decision makers involved in gaining access to job fairs, transition assistance seminars and base educational service officers.
- I cannot emphasize enough that the message is only as good as the messenger delivering it. We have a strong brand name, impressive results over an extended period of time, demonstrated success with students of all backgrounds and ages, but military veterans will immediately have greater acceptance of hearing our message from one of their own.
- A senior non-commissioned officer will by virtue of their rank and service already have the respect of discharging veterans. The fact that they have completed an undergraduate degree is extremely important if you are going to talk to veterans about the value of education. The ideal candidate will have completed their education while on active duty allowing them to speak from experience about obtaining education in an environment that most of the veterans will be working in. (working, raising a family, and going to school at the same time)

The current active duty military strength located in the continental United States is approximately 1,079,590 personnel and worldwide is 1,368,226. The breakdown by branch of service is as follows:

United States Navy	333,727
United States Army	518,068
United States Air Force	330,089
United States Marine Corps	186,342

There are an additional several hundred thousand Guard and Reserve veterans who will also qualify under the new GI Bill for expanded educational benefits.

This number becomes multiplied by the ability to transfer their benefit to eligible spouses or dependent children who can be accessed through our normal high school presentations by modifying it to reflect this component.

We should consider recruiting and hiring a team of military specialists with the above qualifications to support our military recruiting efforts that represent each branch of the service. Initially we should start with two specialists from different branches of the Armed Forces with the ability to target their prospective branch of service in a concentrated geographical area. Our initial strategy should be to target the largest installations first with the goal of getting in front of the largest populations as quickly as possible through the use of this team. Based on the results of these two individuals we could then evaluate expanding the team by the additional two branches of service for a total of four.

Return on Investment

The potential Return on Investment should be significant but will start slowly and then accelerate as our impact spreads throughout the military organizations. Some rough numbers are:

Expense:

Four military specialists:

Salary:	Redacted by HELP Committee	Total:	Redacted by HELP Committee
ALB		Total:	
Travel:		Total:	
Annual cost of team:		Total:	

Revenue:

Assumptions:

We currently have approximately Redacted by HELP military veterans enrolled as students representing 5% of our total census. A low estimate of increasing this by an additional 1 % would result in approximately an additional Redacted students annually. On a F/T basis that would equate to an additional Redacted by HELP Committee in annual revenue resulting in a very positive return on investment (ROI).

I have included as attachments two separate Cost Summary Payment Addendums (CSPA) showing the estimated packaging of an independent veteran. The first scenario is a veteran that is eligible for full Pell and the second shows the anticipated packaging with no Pell. The new GI Bill is based on the highest tuition for an in state University. Using Indiana University as the potential baseline their annual tuition is $15, 674.00 ($7,837.00 per semester). An independent veteran with full Pell would have no additional payments under the new GI Bill for an academic year at ITT/ESI. A veteran with no Pell would have a self pay amount of $139.00 for the full academic year. These are estimates based on available data, but should hold true going forward.

Implementation Time Line

Based on an implementation date of August 1, 2009 for the new GI Bill benefits to take affect, the following timeline is proposed:

- By August 15, 2008 have CEO approval for implementation of the plan
- August 30, 2008:
  - Convene an ad hoc committee of current, retired military employees to meet and brainstorm the benefits of such a structure and add details to the strategic plan for implementation.
- September 15, 2008:
  - HR to have a draft job description completed for executive review
- October 15, 2008:
  - Marketing to have first draft on proposed ancillary marketing materials to support recruiting efforts to include, but not limited to, direct mail materials, advertising efforts via internet, etc., brochures for presentations, etc.
  - HR to have finalized job description and begin actively recruiting for team members.
- November 1, 2008:
  - Operations to have rough draft of goals/objectives with underlying initiatives for military recruiting team members for review.
- February 1, 2009:
  - Team members hired and goals and objectives reviewed.
  - Orientation to company goals/policies and procedures/miscellaneous other tasks completed.
  - Marketing to have approved marketing materials completed and ready for use.

- March 1, 2009:
    - Team begins operational assignments and duties.

	Redacted by HELP Committee
From:	
To:	Redacted by HELP Committee
CC:	Redacted by HELP Committee
Sent:	1/21/2010 7:39:34 PM
Subject:	RE: Gross Drop Attrition - Response needed by this Friday, 1/22

Good evening,

I would like to thank you for the opportunity to contribute in your assessment efforts.

We are extremely concerned about our current attrition and we would like you to rest assured that we do our best to rectify the situation.

Below is a brief list of reasons why students drop followed by a list of things we do to address the problem:

- A significant portion of our students have lost their jobs or had to take a second or even a third job to support their families, causing them to temporarily delay their educational goals (personal finances, family responsibilities, work hour conflicts) – 20 Students
- English and Math readiness through the public school system around Baltimore is much lower than nation average (academic difficulties and Satisfactory Academic Progress) - 30 Students
  - over 80% of our students have been identified to seek tutoring in either or both areas
  - average Accuplacer scores for our students has constantly declined, since the inception of our school back in 2005
- Late starts (end of week 2 starts) when combined with the holiday break (no existing IRIS category) - 15 Students
- Transportation. Especially those who rely on car pool are affected (Transportation) - 5 Students
- Incomplete information provided to prospective students in terms of our accreditation, what it means, transferability of credits, and companies like Northrop Grumman, Lockheed Martin who hire our students but refuse to reimburse them for their tuition due to lack of a regional accreditation (no existing IRIS category, sometimes listed under change of interest, sometimes different college) - 8 Students
- Death 1 Student
- Health issues following the H1N1 pandemic including pregnancy (health issues, pregnancy) - 16 Students
- Incarceration - ~~4 Students~~ 5 Students (while I was writing this email, we received a call from a parent informing us that his son is incarcerated last week)
- No high school diploma or GED – 3 Students (2 more expected to be dropped by the end of the month for the same reason)
- Unknown – 10 Students

Compared to previous years, there is a significant increase in all categories except academic difficulties / SAP. All other categories and drops related to these categories are non-academic reasons that we have very little control over.

I would like to conclude with our action plan. In all honesty, we are not doing anything different than what we have done throughout 2009 which turned out to be a very successful year for academics. Our first priority is our remedial efforts particularly in Math. In addition to tutoring, we have been encouraging students to check out the free Math DVDs, one of our instructors, Mr. Redacted by HELP Committee has put together. Mr. Redacted by HELP Committee was the instructor of the year in the country in 2009. Our improved attrition figures for last year can partially be attributed to his efforts, which are currently being reviewed by Dr. Redacted by HELP Committee and Dr. Redacted by HELP Committee for a nationwide implementation. Currently we are implementing a whole different DVD targeting GE184 students. We have already distributed a pre-assessment test to all first quarter students on remedial topics that are not even covered in GE184 such as addition, subtraction, combining like terms etc. We consider 20 out of 25 questions as success. Disturbingly, over 90% of our students cannot do basic Math! The average score on this test for all students is 50%! This new DVD covers such topics in an attempt to bridge a 12 year gap in their education. We are hoping to see the benefits of this initiative over the next quarters.

In addition to remediation and tutoring, I call students on 17day report every day and our Associate Deans and chairs call the students on the 10Day report, at the same time, instructors make daily contacts with absent students. The 10day report is full of such contacts already and we keep on contacting those, offering alternatives and saving maybe twice the number we dropped. We provide shuttle services to and from the metro station to our campus to minimize the impact of transportation issues. Our Career Services has a list of what they call 'survivor jobs' to help students with financial issues. As far as the accreditation goes, even though we are in the process of seeking a regional accreditation, we might be more open to prospective students. We can also require them to supply their high school diploma or GED prior to enrolling them in classes. We are also placing a huge emphasis on reentries to offset some of these drop outs.

We constantly look for ways to improve our numbers to fulfill our part of the ITT mission.

Thank you very much for your time.

Sincerely,

Redacted by HELP Committee

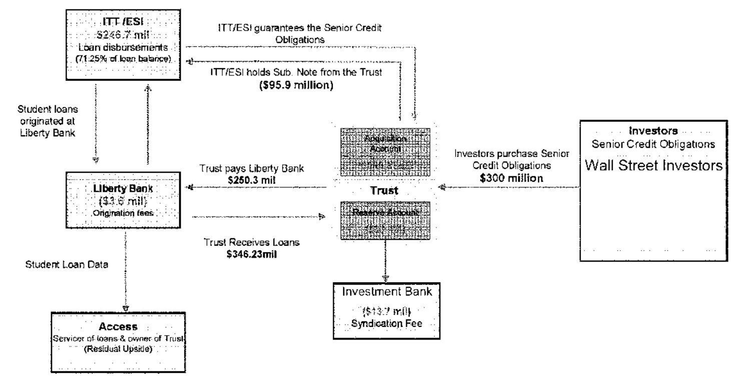
Dean, Academic Affairs
ITT Technical Institute
Owings Mills, MD
Redacted by HELP Committee

Redacted by HELP Committee

Program for Education and Knowledge Access (PEAKS)
Summary of Transaction Details

ITT/ESI Board of Directors Meeting - January 18, 2010

PEAKS Transaction Flow Diagram



ITT/ESI Confidential for Internal Discussions Only - January 18, 2010

PEAKS Loan Performance Scenarios

		($ mil)					
Scenario	Cumulative Defaults	Guaranty Payments	Recovered Guaranty Payments	Net Payments	Subordinated Note	Recovered Subordinated Note	Trust Residual
1	30.0%	$ 1.5	Redacted by HELP Committee				
2	35.0%	$ 1.6					
3	40.0%	$ 1.6					
4	**50.0%**	**$ 64.5**					
5	60.0%	$ 110.9					

Assumptions	
Default timing (years)	
1	40.0%
2	25.0%
3	20.0%
4	10.0%
5	5.0%
Prepayment rate	3.0%
Deferral rate (12 mo)	20.0%

ITT/ESI Confidential for Internal Discussions Only - January 18, 2010

ITT Educational Services, Inc.
Document 60, Page 3

Redacted by HELP Committee

From:
To: Dan Fitzpatrick at HQ
CC: Redacted by HELP Committee
Sent: 11/18/2009 1:58:10 PM
Subject: PEAKS
Attachments: Default Graph.doc

Dan.

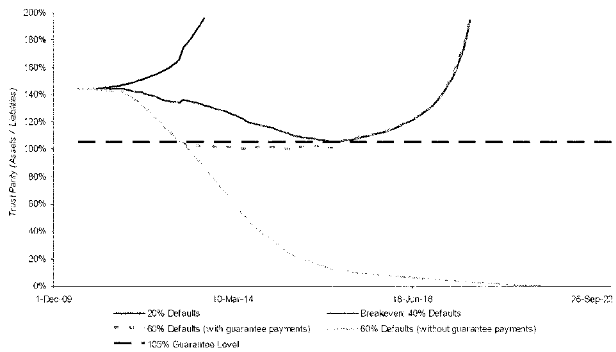
In structuring the PEAKS deal we have used the observable federal loan default measure, or cohort default rate (CDR), to extrapolate a longer term expected net loss rate. CDR is the default rate on Title IV loans over the first two years of repayment for all students entering repayment in a given year. Generally, you would apply a recovery assumption of at around 20% to the CDR to get a net loss rate (i.e. 10% CDR X 80% = 8% net loss). Our net loss amount is a more conservative metric in a few ways:

a. We have assumed 0% recovery, so 100% of defaults translate into losses
b. CDR measures only the initial two year period. We have further extrapolated to assume defaults over the cumulative life of the loans.
c. CDR measures all students coming into repayment, including first year students. These first year students have a higher likelihood of leaving school prior to completing that year or not return for a second year. Leaving school subsequently sets them into repayment on their loans prior to having graduated and obtained a degree or certificate. The PEAKS program only allows returning students to apply for loans. These students have a far higher graduation rate and thus a lesser likelihood defaulting.

ITT's average CDR rate is about 12%. If we assume that 60% of all defaults happen within the first two years, this translates into a 20% cumulative default rate. We have assumed no recoveries and applied this cumulative loss rate along a slightly more conservative distribution of 40% in year 1, 25% in year 2, 20% in year 3, 10% in year 4, and 5% in year 5. This means we have a 65% of the distribution, or 13% net loss rate, over the first two years. Under this loss distribution, it would require a 40% loss rate (i.e., 2x the expected loss rate) before a payment on the guaranty would be required. You can see both the 20% and 40% scenarios represented graphically on page 15 of the investor presentation. I have included the chart from pg 15 below as well.

(See attached file: Default Graph.doc)

Redacted by HELP Committee
Global Markets Structuring
Deutsche Bank
60 Wall Street - 3rd Floor
New York, NY 10005
Redacted by HELP Committee



CONFIDENTIAL ITT-00147689

Redacted by HELP Committee

From: ITT National Director
Sent: Wednesday, June 03, 2009 1:39 PM
To: College Directors
Cc: DOF's; District Managers
Subject: SWAT volunteers

Please forward to all FAC's.
Thank you.

We are currently in the process of recruiting FAC volunteers for our 3rd Quarter 2009 SWAT teams.

What

The FAC SWAT team is a group of experienced FAC's who have volunteered and been approved by their DM to work at a different location for a period of time. The SWAT teams usually consist of 3 or 4 FAC's, and focus 100% of their efforts on cleaning up student accounts that currently have an AR balance.

Who

We are looking for FAC's who adapt quickly and easily to a new environment and are able to work well in a newly formed team. Also required is a thorough understanding of the ITT Technical Institute packaging, repackaging, and verification processes and procedures, along with experience in working on AR accounts. Typically FAC's who have been in the role a year or more are preferred.

Where

The SWAT teams will be assigned to one of three locations selected by HQ, which have yet to be determined. All travel arrangements will be made by HQ and the receiving schools.

When

The 2nd quarter SWAT teams will begin July 13th and run for 4 weeks through August 7th. The FAC's may sign up for a 2 or 4 week assignment. FAC's who are working on a 4 week assignment are able to travel home one weekend of their choice.

Why

This is an outstanding opportunity for FAC's to learn a great deal by visiting other locations. Not only will you meet colleagues from all around the country, but also have an opportunity to learn from them various best practices and procedures that may help you improve efficiencies at your own school. In addition, you will gain valuable experience in working on trouble areas of a Finance department. Both of these experiences will help prepare for future opportunities as a DOF, in the event you are ever interested in pursuing such an opportunity. FAC's visiting other locations will be awarded any packaging and repackaging points earned at that location, as determined in our procedure C23.0, but will also be awarded 10 bonus PR points for each week spent serving on a SWAT team.

How to Volunteer

This email should be forwarded to all FAC's immediately. Any FAC who is interested in participating or has additional questions should contact Redacted by HELP Committee by email no later than June 26th. I will then forward all names for final approval to the DM's and Directors.

Kaplan, Inc.			
SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
Kaplan	Document 1	KHE0000032	1
Kaplan	Document 2	KHE0003642	2
Kaplan	Document 3	KHE0036513	8
Kaplan	Document 4	KHE0036546	18
Kaplan	Document 5	KHE0036566	5
Kaplan	Document 6	KHE0036753	1
Kaplan	Document 7	KHE0037010	2
Kaplan	Document 8	KHE0038274	1
Kaplan	Document 9	KHE0038287	1
Kaplan	Document 10	KHE0038291	1
Kaplan	Document 11	KHE0038360	1
Kaplan	Document 12	KHE0038425	1
Kaplan	Document 13	KHE0038443	1
Kaplan	Document 14	KHE0038448	1
Kaplan	Document 15	KHE0038613	1
Kaplan	Document 16	KHE0038688	2
Kaplan	Document 17	KHE0038727	1
Kaplan	Document 18	KHE0038790	1
Kaplan	Document 19	KHE0039225	1
Kaplan	Document 20	KHE0039604	2
Kaplan	Document 21	KHE0039787	2
Kaplan	Document 22	KHE0039927	2
Kaplan	Document 23	KHE0048302	18
Kaplan	Document 24	KHE0048796	6
Kaplan	Document 25	KHE0049214	3
Kaplan	Document 26	KHE0051386	4
Kaplan	Document 27	KHE0052058	28
Kaplan	Document 28	KHE0054136	57
Kaplan	Document 29	KHE0056399	31
Kaplan	Document 30	KHE0056793	120
Kaplan	Document 31	KHE0058787	13
Kaplan	Document 32	KHE0061037	14
Kaplan	Document 33	KHE0063195	14
Kaplan	Document 34	KHE0063733	5
Kaplan	Document 35	KHE0072778	2
Kaplan	Document 36	KHE0077340	14
Kaplan	Document 37	KHE0084935	19
Kaplan	Document 38	KHE0085294	1
Kaplan	Document 39	KHE0094981	5
Kaplan	Document 40	KHE0096357	1
Kaplan	Document 41	KHE0096451	7
Kaplan	Document 42	KHE0112966	2
Kaplan	Document 43	KHE0137350	4
Kaplan	Document 44	KHE0137576	2

SCHOOL	DOCUMENT NUMBER	BATES NUMBER	NUMBER OF PAGES
Kaplan	Document 45	KHE0137725	2
Kaplan	Document 46	KHE0140077	1
Kaplan	Document 47	KHE0154379	2
Kaplan	Document 48	KHE0171956	2
Kaplan	Document 49	KHE0173528	1
Kaplan	Document 50	KHE0173785	2
Kaplan	Document 51	KHE0191661	2
Kaplan	Document 52	KHE0192296	2
Kaplan	Document 53	KHE0195614	1
Kaplan	Document 54	KHE0196925	2
Kaplan	Document 55	KHE0197327	6
Kaplan	Document 56	KHE0207125	4
Kaplan	Document 57	KHE0207167	2
Kaplan	Document 58	KHE0207174	2
Kaplan	Document 59	KHE0211344	3
Kaplan	Document 60	KHE0225794	9
Kaplan	Document 61	KHE0225803	2
Kaplan	Document 62	KHE0226920	3
Kaplan	Document 63	KHE0233387	6
Kaplan	Document 64	KHE0236427	7
Kaplan	Document 65	KHE0236459	9
Kaplan	Document 66	KHE0265925	2
Kaplan	Document 67	KHE0267267	14
Kaplan	Document 68	KHE0267362	11
Kaplan	Document 69	KHE0267972	1
Kaplan	Document 70	KHE0268102	1
Kaplan	Document 71	KHE0270925	19
Kaplan	Document 72	KHE0272311	9
Kaplan	Document 73	KHE0272320	12
Kaplan	Document 74	KHE0272465	5
Kaplan	Document 75	KHE0273310	1
Kaplan	Document 76	KHE0279097	2
Kaplan	Document 77	KHE0279471	2
Kaplan	Document 78	KHE0282794	7
Kaplan	Document 79	KHE0286199	1
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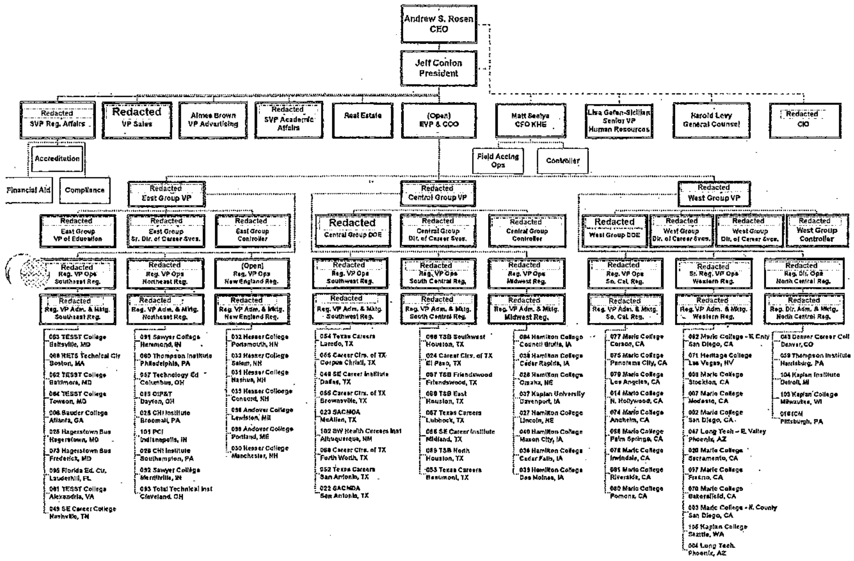
Kaplan	Document 81	KHE0292824	2
Kaplan	Document 82	KHE0297978	2
Kaplan	Document 83	KHE0325963	1
Kaplan	Document 84	KHE0354626	1
Kaplan	Document 85	KHE0369139	1

KAPLAN HIGHER EDUCATION CAMPUS

Organization Chart



CONFIDENTIAL

KHE 00000032

Kaplan Higher Education Corporation
Document 1, Page 1

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Kaplan Board of Trustees Meeting Minutes

2006

R -- Redacted by HELP Committee

Andy – 2006 Tuition Adjustment (handout provided)

Typical mid-year rollout anticipated – June 2006. Recommending raising the $280/qtr credit hour to $305/qtr credit hour. Students are not making judgments based on price. We are in the middle to low end of the pack. Last tuition adjustment was proposed at the January 2005 board meeting.

Greg Holub made a motion to accept tuition adjustment with a June 2006 rollout; Dana Ramundt seconded the motion – discussion took place. Arthur Knox – good case for increase was made. Greg Holub - can Board get industry updates on tuition increases when announced (at the Chicago meeting). All in favor, no abstentions, motion carried (Mary Hurlbut)

R -- Redacted by HELP Committee

CORPORATE RISK INTERNATIONAL

CONFIDENTIAL

August 29, 2008

Janice L. Block
Executive Vice President and General Counsel
Kaplan Higher Education Corporation
311 S. Wacker, Suite 3300
Chicago, IL 60606-6627

Re: Terms of Engagement for Retention of Investigatory Services

This letter (the "Letter Agreement") between Redacted by HELP Committee and Kaplan Higher Education Corporation ("Kaplan") sets forth the agreement we have reached with respect to Kaplan's engagement of [redacted] for the services as further specified in this Letter Agreement. Each party is referred to in this Letter Agreement as a "Party" and collectively the parties are referred to as the "Parties."

1. **Services.**

Kaplan hereby engages [redacted] to locate certain designated current or former students of Kaplan, or its subsidiaries and/or affiliates, that have educational loans that may be approaching default (the "Students") to have the Students execute the appropriate forbearance form set forth in Attachment 1 to this Letter Agreement that correctly correlates to the lender or servicer for such Student's loan (the "Services"). In performing the Services, [redacted] shall (a) make a Reasonable Attempt (as defined below) to locate and contact the Students, (b) obtain from each Student an executed and correct forbearance form with respect to the Student's outstanding loan, and (c) counsel each Student to contact his or her lender (or servicer or guarantor) to negotiate terms to avoid default and work out a payment schedule. For purposes of this Letter Agreement, "Reasonable Attempt" means attempting all of the following: telephone contact, up to three (3) physical visits, where so required, to each Student's address within the same city, obtaining forwarding addresses, and contacting each Student to secure an executed forbearance form from such Student. [redacted] shall ensure that in obtaining the forbearance form from the Students, [redacted] shall use the appropriate forbearance from provided by Kaplan with respect to each Student that correctly correlates to the lender or servicer for such Student's loan.

[redacted] may use subcontractors to perform its obligations hereunder; provided, however, that [redacted] shall (a) ensure that all such subcontractors comply with the terms of this Letter Agreement (including without limitation compliance with all applicable laws); and (b) be fully responsible for such subcontractors' performance hereunder.

In performing the Services, [redacted] shall follow and shall cause its subcontractors to follow the script set forth in Attachment 2 to this Letter Agreement in all dialogue and discussions with the Students while attempting to obtain the executed forbearance form from such Students. Kaplan may update, revise and add new scripts from time to time by providing those scripts to [redacted] in writing.

[redacted] and its agents, representatives and subcontractors, shall perform the Services in full compliance with all applicable federal, state and local laws, including without limitation federal and state laws governing private investigators, privacy and contact with borrowers. [redacted] and its agents, representatives and subcontractors, may not use any threats, intimidation, harassment, or otherwise violate any applicable law or regulation in performing the Services. [redacted] and its agents, representatives and subcontractors, shall be duly licensed and bonded in all states that require licensure and/or bonding for the provider of the Services. [redacted] and its agents, representatives and subcontractors, shall not in any way misrepresent their identity nor engage in any activities that might injure the reputation or goodwill of Kaplan and its products or services and shall at all times perform the Services in a timely, diligent and professional manner in accordance with the highest commercial industry standards. [redacted] understands that the Students are customers of Kaplan, and [redacted] and its agents, representatives and subcontractors, shall treat all Students with courtesy and respect and shall be fair, courteous and professional in all dealing with the Students.

Immediately upon the execution of a forbearance form by a Student, [redacted] shall place such forbearance form in the postage paid envelops provided by Kaplan and immediately place such envelope in the mail.

2. Term; Termination.

[redacted] shall commence providing the Services upon the execution of this Letter Agreement and shall complete the Services with respect to all of the Students on or before September 28, 2008 (the "Term"), unless sooner terminated in accordance herewith. Either Party may terminate this Letter Agreement immediately for cause in the event the other Party commits a material breach of this Letter Agreement. Upon the termination of this Letter Agreement for any reason, [redacted] shall return to Kaplan the unused portion of the Retainer (as defined below).

3. Student Information.

Upon execution of this Letter Agreement, Kaplan will supply [redacted] with individual packages in computerized format containing information regarding each Student, including, without limitation, names, current addresses, dates of birth and social security numbers. From time to time during the term of this Letter Agreement, Kaplan may update [redacted] with updated Student information obtained through updated skip-tracing of the Students and updated delinquent and default status of the Students. Upon receipt that a particular Student is in default status, [redacted] shall cease the Services with respect to such Student and shall not contact such Student any further.

4. Fees.

For and in consideration of the performance of the Services, Kaplan shall pay [redacted] the following as fees for the Services (the "Fees"): (a) $575 for each Successful Resolution (as defined below), and (b) $150 for each Non-Successful Resolution (as defined below). For purposes of this Letter Agreement, a "Successful Resolution" is when [redacted] makes contact with a Student and thereafter secures an executed and correct forbearance form from the Student that correctly correlates to the lender or servicer for such Student's loan. A "Non-Successful Resolution" is when [redacted] either makes contact with a Student and such Student refuses to execute the forbearance form or when [redacted] visits the Kaplan provided address for the Student and is unable to find the Student even after reasonable diligence to determine the current location of the Student, including conducting further limited research. [redacted] agrees and acknowledges that it shall not be paid any fee under this Letter Agreement with respect to a Student if such Student falls from "delinquent" status to "default" status prior to [redacted] commencing an investigation with regard to such Student or if [redacted] fails to contact such Student during the Term.

Upon the execution of this Letter Agreement, Kaplan shall pay to [redacted] an initial refundable retainer of $55,425.00 (the "Retainer"), which amount shall be offset against any Fees owed by Kaplan to [redacted] under any invoice for the provision of the Services. [redacted] shall send Kaplan an initial invoice on September 15, 2008, for the Fees accrued up until such point and such invoice shall be paid by Kaplan (after any offset against the Retainer) on or before ten (10) days from the date of its receipt of the invoice. [redacted] shall send Kaplan a final invoice on September 28, 2008, for the Fees accrued from September 15, 2008, through September 28, 2008. Kaplan shall pay such final invoice (after any offset against the Retainer) on or before thirty (30) days from the date of its receipt of the invoice. Each invoice shall be sent with a report containing reasonable detail regarding the Students for which the invoice pertains, including, without limitation, the identify of Successful Resolutions and Non-Successful Resolutions, updated and current addresses, and current contact information . The report shall contain such detail sufficient to permit Kaplan to verify the Successful Resolutions and Non-Successful Resolutions and verify the Fees contained in the invoice, and contain such other information that Kaplan may reasonably request from time to time. When sending invoices to Kaplan under this Letter Agreement, [redacted] shall direct all invoices to Kaplan Higher Education Corporation, 3750 Brookside Parkway, Suite 150, Alpharetta, Georgia 30022, Attn: [redacted]

5. Reports.

From time to time but in no event less than twice per each calendar week during the Term, [redacted] shall prepare, and provide to Kaplan, reports and data with regard to the Successful Resolutions and Non-Successful Resolutions, status and attempts with respect to contacting the Students, updated Student addresses and contact information, and all other information with regard to the Students. All such reports provided by [redacted] to Kaplan under this Letter Agreement shall be on media and in the format as may be requested by Kaplan from time to time. Additionally, [redacted]s representative, [redacted] shall contact Kaplan's representative, [redacted] or such other individual designated from time to time by Kaplan, daily by telephone to provide updates regarding the Students and status of the Successful Resolutions and Non-Successful Resolutions.

6. Records; Audit.

[redacted] shall, and shall cause its subcontractors to, maintain complete and accurate records of and supporting documentation for Services and all routinely prepared reports and records, created, generated, collected, processed or stored by [redacted] in the performance of its obligations under this Letter Agreement ("Books and Records"). [redacted] shall maintain such Books and Records in accordance with generally accepted accounting principles, as applicable for at least seven (7) years after the expiration or termination of this Letter Agreement.

Upon reasonable prior written notice from Kaplan, [redacted] shall, and shall cause its subcontractors to, provide to such auditors and inspectors as Kaplan may from time to time designate in writing, access during normal business hours to the Books and Records. Kaplan may audit the amounts charged to Kaplan to confirm that such amounts are accurate and in accordance with this Letter Agreement. If, as a result of such audit, Kaplan determines that [redacted] has overcharged Kaplan, Kaplan shall notify [redacted] of the amount of such overcharge and [redacted] shall promptly pay to Kaplan the amount of the overcharge.

7. Confidentiality.

The Parties acknowledge that [redacted] and Kaplan have previously entered into that Non-Disclosure Agreement dated as of August 28, 2008 (the "Non-Disclosure Agreement"), the confidentiality provisions of which shall continue in full force and effect in accordance with its terms; provided, that all information furnished to [redacted] by or on behalf of Kaplan under this Letter Agreement shall also be governed by the confidentiality provisions of the Non-Disclosure Agreement, including, without limitation, the Students' addresses, dates of birth and social security numbers and any all other information regarding the Students.

8. Indemnification.

The Parties shall each indemnify, defend, and save harmless the other Party and the other Party's employees, agents, and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability, or expense (including reasonably attorneys' fees) resulting from claims by third parties and based on (a) any acts or omissions of the indemnitor, its employees, agents and contractors, or (b) any breach of any warranty or covenant of the indemnitor contained in this Letter Agreement.

9. Miscellaneous.

Except for the previously executed Non-Disclosure Agreement, this Letter Agreement constitutes the entire understanding between the parties, and supersedes and replaces all prior discussions, understandings, and agreements (oral and written) related thereto. Any modification of the terms of this Letter Agreement must be made in writing after approval by both Parties. [redacted] has entered into this Letter Agreement with Kaplan, and [redacted] cannot assign this Letter Agreement or the obligations described in this Letter Agreement to another person or entity without [redacted]s prior written consent. The laws of the State of Illinois govern this Letter Agreement, and if there is any legal action or proceeding brought in connection with this Letter Agreement, it will be exclusively in Cook County, Illinois. If there any parts of this Letter Agreement that are found illegal or unenforceable, the rest of this Letter Agreement remains in force. Either Party may elect not to exercise its rights as specified in this Letter Agreement, and that non-exercise will not mean that such Party waives its right to exercise those rights at a future date. If either Party needs to give notice to the other under this Letter Agreement, it will be considered duly given if delivered personally or if sent by certified mail, return receipt requested, with first class postage prepaid, addressed (i) to [redacted]t the address provided below its signature, and (ii) to Kaplan, at Kaplan Higher Education Corporation, 3750 Brookside Parkway, Suite 150, Alpharetta, Georgia 30022, Attn: [redacted] with a copy to Kaplan Higher Education Corporation, 311 S. Wacker, Suite 3300, Chicago, IL 60606-6627, Attn: Legal Department. Finally, the Parties are independent contractors and nothing in this Letter Agreement may be read to mean that the Parties are partners or have an employer-employee or principal-agent relationship. If executing this Letter Agreement on behalf of a company, organization or other entity, the person executing represents and warrants that such person has the full and complete power and authority to execute and deliver this Letter Agreement. Facsimile signatures hereon shall be deemed original for all purposes. This Letter Agreement may be executed in any number of counterparts. All provisions herein that, by their language, nature or context are intended to survive, such as confidentiality and indemnification provisions, shall survive any termination of this Letter Agreement.

Please acknowledge your understanding and agreement to these terms by signing below and returning to CRI. If you have any questions or concerns, please do not hesitate to let us know.

We look forward to working with you on this project. Thank you and best regards.

Sincerely,

[redacted]

Senior Vice President

[redacted]

Agreed and accepted:

KAPLAN HIGHER EDUCATION CORPORATION

Signature: M. C. Seelye Date: 8/29/08

Printed Name: Matthew C. Seelye

Title: CFO

Private Investigator Script for Kaplan Project

Hi! I am here to help you. _____(School Name)____ in __City Location__ has asked me to help you with your delinquent student loans. I am not here to collect any money.

We do not want you to default on your student loans. Did you know you are eligible to apply for a forbearance to temporarily postpone your loan payments?

I have a forbearance form here from your lender. In order to start the forbearance process you will need to fill in your name, address, phone number, email, and sign/date the form. ____School____ has a team of Student Loan Counselors who will process this form with your loan servicer for you.

The Student Loan Counselors will work with your servicer to process the forbearance form. The Student Loan Counselor will update you of the servicer's final action.

You may reach a Student Loan Counselor by dialing 1-866-931-9382 toll free from 7:30 am – 6 pm EST Monday – Friday to assist you with any other questions you may have.

Question: **Why is my former school trying to locate me?**

Answer: We want to help you resolve your delinquent student loans. We are not collecting any money. We are here to help you take care of this. You are entitled to assistance and counseling regarding the loans you received at our campus.

Question: **What will this cost me?**

Answer: NOTHING! We are not collecting any money. We want you to know you have options to help you. We want to assist you with completing a forbearance form to temporarily postpone your loan payments.

Question: **What is forbearance?**

Answer: Forbearance is an option available to help former students who are willing, but unable to make their student loan payments. Forbearance is a temporary postponement of your payments. Interest will continue to accrue while your loans are in forbearance.

Question: **How long are my payments postponed?**

Answer: The federal government allows you to postpone your payments every 12 months up to 3 years if you are having difficulty making your payments.

Question: **What will this do for me?**

Answer: By completing and signing your forbearance form timely, you will avoid defaulting on your student loans. The Student Loan Counselors and your servicer can assist you with selecting a different repayment plan to suit your needs when the forbearance expires.

Question: **What happens if I do not sign this form?**

Answer: Timing is critical. You are days away from defaulting on your student loans.

Defaulting will result in serious consequences:

- Loss of benefits of your loans such as future forbearances
- Bad credit which will prevent you from receiving future loans (car, home, etc)
- Wages may be garnished
- Loss of future tax returns
- Loss of future financial aid
- Increased loan amount due to capitalized interest and collection fees

Question: **Who can I contact with questions?**

Answer: You may contact the Student Loan Counselors (located in Alpharetta, GA) at 866-931-9382 (toll-free number). In addition, you may contact the campus Director of Financial Aid, or your lender or loan servicer directly.

Question: **Where can I obtain updates on my federal student loans?**

Answer: You have several options:

- You may contact your lender, loan servicer, or the Student Loan Counselors (referenced above).
- www.nslds.ed.gov
- 1-800-4-FED-AID (Federal Student Aid Information Center)
- Email: studentaid@ed.gov

COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 20th day of November, 2008, between Redacted Redacted and KAPLAN HIGHER EDUCATION CORPORATION ("KAPLAN").

WHEREAS, KAPLAN and its subsidiaries operate post-secondary educational institutions ("Schools");

WHEREAS, some of the students at the Schools who finance their education at the Schools with Federal Family Education Loan Program ("FFELP") and Federal Direct Loan Program ("FDLP") student loans;

WHEREAS, KAPLAN desires to minimize the number of student loans accounts which default in their current year federal Cohort, as defined in 34 C.F.R. 668.181, et seq.; and

WHEREAS, Redacted is in the business of providing Cohort Default Management Services, and desires to assist KAPLAN with managing its Cohort Default Rate;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. CONTRACTING PARTIES:

Redacted is an Redacted corporation with its principal place of business at Redacted Redacted and KAPLAN is a Delaware corporation with its principal place of business at 311 S. Wacker, Ste. 3300, Chicago, Illinois 60606. Each party warrants to the other party that the person executing this Agreement on its behalf is duly authorized to do so.

II. BORROWER AND ACCOUNT PLACEMENT:

From time to time during the term of this Agreement, KAPLAN shall, at its sole discretion, designate certain student loan accounts (each an "Account", and collectively "Accounts") of students at its Schools who are borrowers in its federal Cohort, as determined pursuant to 34 C.F.R. 668.183(b) (each a "Borrower", and collectively "Borrowers"), for each specific Cohort year as being serviced by Redacted, and Redacted shall provide the applicable Services (as defined below) with the goal to prevent Accounts from entering into default, and to minimize KAPLAN's Cohort Default Rate, as such term is defined and calculated pursuant to 34 C.F.R. 668.181, et. seq., for that specific Cohort year.

III. STATEMENT OF SERVICES TO BE PERFORMED:

Redacted shall provide KAPLAN with specialized FFELP and FDLP student loan borrower default management services, including, without limitation, monitoring of Accounts to avoid delinquency and default of Accounts, contacting and informing Borrowers via telephone and mail regarding their Account, updating Borrower demographic information, obtaining Borrower and Account information from third party lenders, servicers and guarantors, file balancing all data files received to ensure all records are received and processed, and providing KAPLAN with reports and online access to review Borrower and Account data, all as further specified as follows (collectively, the "Services"):

A. ACCOUNT MONITORING AND BORROWER CONTACT.

Redacted will monitor Accounts and contact Borrowers with respect to their Accounts with the objective of reducing the number of delinquent Accounts, reducing the number of default Accounts, and reducing the KAPLAN's federal Cohort Default Rate. Redacted shall accomplish such monitoring of Accounts and contact of Borrowers in three-phases, depending on the status of Borrower's Account as follows:

1. Grace Period – For the period commencing with a Borrower's graduation, leaving school, or dropping below half-time enrollment until when first repayment is due under that particular Borrower's Account (the "Grace Period"), Redacted shall monitor such Account and contact such Borrower as set forth in Exhibit "A" attached hereto and incorporated herein.

2. Early Delinquency Period – For those Borrowers who are delinquent with their first payment under their Account, Redacted shall monitor such Account and contact such Borrower as set forth in Exhibit "B" attached hereto and incorporated herein.

3. Continued Delinquency Monitoring – After the Grace Period and after Borrowers have made their first payment under their respective Accounts, Redacted shall monitor such Accounts and contact such Borrowers as set forth in Exhibit "C" attached hereto and incorporated herein.

B. SKIP-TRACING.

Immediately upon determining that a Borrower's address or telephone number is invalid or incorrect, Redacted will, at its own cost and expense, perform all necessary skip-tracing, including the use of all available vendors on Borrower, and determine the current telephone number and/or address of Borrower. Redacted shall cross-reference the demographic data of Borrower provided by Kaplan with multiple skip-tracing vendors to attempt to validate the current demographic data of Borrower. Redacted shall then attempt to contact Borrower or other sources to verify the demographic data received by skip-tracing vendor. Redacted shall provide KAPLAN with the most updated demographic data with regard to a Borrower as part of its monthly reports pursuant to Section C of this Article III, including providing the data in a file format mutually agreed upon by both parties on media and using the media reasonably requested by Kaplan.

C. REPORTS.

Within seven (7) calendar days after the end of each calendar month during the term of this Agreement, Redacted shall prepare reports and data and furnish information to the KAPLAN, with such reports containing updated Borrower and Account information, information regarding all activity taken by Redacted relating to Cohort Default Management Services, Borrower and Account delinquency and default status, KAPLAN's then current federal Cohort Default Rate, Redacted projected Cohort Default Rate for KAPLAN for each Cohort year, master student listings containing all Borrower statuses by Cohort year, monthly exception reports by individual campuses, Account billing reports (in detail and summary form) for all Accounts, and such other information that may be requested from time to time by KAPLAN (the "Reports")

Within seven (7) days of the execution of this Agreement, Redacted shall provide KAPLAN with a listing of all data windows and fields contained within the Redacted computer system. Redacted agrees and acknowledges that the Reports shall contain any specialized or customized reports requested by Kaplan containing and utilizing any and all defined fields available within the Redacted computer system.

Redacted shall systematically track and report, as part of the Report, critical metrics with respect to its performance including Borrower and Account delinquency status, conversion of Borrowers from delinquency status to current status, and KAPLAN federal Cohort Default Rate. The Reports contain such information and be in such form, format and media as may be requested by KAPLAN from time to time.

D. <u>DATA EXCHANGE WITH LENDERS, SERVICERS AND GUARANTORS.</u>

1. Immediately upon execution of this Agreement and at all times during the term of this Agreement, Redacted shall establish the necessary relationships and enter into any required agreements with the lenders, loan servicers and loan guarantors with respect to Accounts to enable Redacted to obtain prior and on-going information regarding Accounts and Borrowers, including, without limitation, delinquency status of Borrowers and Accounts.

2. During the term of this Agreement, Redacted will adopt and maintain an accurate method of exchanging data with the necessary FFELP or FDLP lenders, loan servicers or loan guarantors relating to Borrowers and Accounts.

3. Redacted shall exchange data with the appropriate lenders, loan servicers and loan guarantors of Accounts to obtain information with respect to Accounts and Borrowers, including, without limitation, account number, interest remaining due under an Account, late charges under an Account, payment due dates under an Account, delinquency status under an Account, and any other information with respect to an Account to the extent not provided by KAPLAN.

4. Redacted shall exchange data with the applicable Account lender, servicer and guarantor as frequently as permitted by such Account lender, servicer and guarantor, but no less frequently than once per each calendar month.

5. As part of its reporting obligations set forth in Article III, Section C, Redacted shall provide KAPLAN with all updated information regarding Borrowers and Accounts provided by the lenders, servicers or guarantors.

E. JOINT COOPERATION.

During the period starting with the execution of this Agreement and ending sixty (60) days thereafter, Redacted shall work with KAPLAN in developing (1) appropriate metrics to determine the success of Redacted in reducing KAPLAN's federal Cohort Default Rate and provide such metrics in the Reports, (2) appropriate telephone scripts for use in telephone contact with Borrowers, (3) appropriate written correspondence for use in contact with Borrowers, and (4) form, frequency and format of Reports to be provided by Redacted to KAPLAN. After such period, Redacted shall be prepared to handle all operational and technical considerations relating to providing the Services.

F. PERIOD OF SERVICES.

Redacted shall provide the Services for all Accounts designated in accordance with Article II of this Agreement for their repayment period as provided for the Fiscal Year Cohorts for that particular Account (the "Repayment Period") and the six month (6) grace period prior to such Repayment Period. By way of illustration, and not restriction, if the Repayment Period for an Account is thirty-six (36) months, Redacted shall provide Services for such Account for a period of forty-two (42) months, consisting of the six (6) month grace period prior to the Repayment Period and the thirty-six (36) months of the Repayment Period.

IV. **KAPLAN'S RIGHTS AND RESPONSIBILITIES:**

A AUDIT OF Redacted

Redacted and all records and reports relating to the Services, including, without limitation, the Books and Records, shall be subject to review, audit and copying by KAPLAN, its designated representative and/or any other regulatory body or supervisory agency having jurisdiction over KAPLAN, and external and internal auditors, upon no less than twenty-four (24) hours notice to Redacted, and then at times during normal business hours of Redacted provided, however, that any review, audit and copying by any regulatory body or supervisory agency shall be with the prior written consent of KAPLAN authorizing Redacted to permit such audit by the regulatory body or supervisory agency. Such review, audit and copying shall be conducted, unless otherwise mutually agreed upon, at Redacted principal office set forth above or as otherwise maintained by Redacted or where the Services are provided. Redacted shall also make its officers, employees and/or designated representatives available to KAPLAN and shall cooperate with KAPLAN on all such examinations, audits and record collection activities. On-site examination of documents held in safekeeping and microfilm records or related documentation will be performed with as little disruption as possible to Redacted normal operation. All KAPLAN out-of-pocket expenses, non-Redacted personnel costs and copying expenses relating to such review, audit and copying shall be borne by KAPLAN.

B. INFORMATION REGARDING DESIGNATED ACCOUNTS AND BORROWERS.

KAPLAN shall designate Accounts and Borrowers for which Redacted is to provide the Services using a computer-generated list and/or electronic transfer. KAPLAN shall provide Borrower's name, social security number, current address, telephone numbers, expected graduation date, last date of attendance, withdrawal date, lender/servicer name, guarantor name, loan types and amounts, and references (when available). Redacted may obtain additional data points through lenders, guarantors and servicers of Accounts.

C. ASSISTANCE WITH LENDERS, SERVICERS AND GUARANTORS.

KAPLAN use commercially reasonably efforts to assist Redacted in establishing the necessary lender, servicer and guarantor relationships. To the extent permitted, KAPLAN will provide Redacted with copies of all reports (electronic and hardcopy) received from lenders, servicers and guarantors regarding Borrowers and Accounts.

V. Redacted RIGHTS AND RESPONSIBILITIES:

A. PRIVACY.

Redacted agrees to comply with all applicable state and federal privacy laws and will not disseminate any information received from KAPLAN to outside entities without KAPLAN's prior written consent. With respect to information which is "non-public personal information" (as defined in the Federal Trade Commission's Privacy of Consumer Financial Information; Final Rule (16 CFR 313) implementing Title V of the Gramm-Leach-Bliley Act, Public Law 106-102) disclosed or provided by or on behalf of KAPLAN to Redacted in connection with this Agreement, Redacted has implemented and will maintain during the term of this Agreement an information security program designed to meet the objectives of the Federal Trade Commission's standards for Safeguarding Customer Information; Final Rule (16 CFR Part 314).

Redacted agrees that it shall comply with all reuse, re-disclosure and other customer information handling, processing, security, and protection requirements that are specifically required of a non-affiliated third-party processor or servicer (or subcontractor) under the Federal Trade Commission's Privacy of consumer Financial Information; Final Rule (16 CFR 313) implementing Title V of the Gramm-Leach Bliley Act, Public Law 106-102 (the "GLB Requirements") and other applicable federal and state consumer privacy laws, rules, and regulations. Without limiting the foregoing Redacted agrees that:

1. It is prohibited from disclosing or using any nonpublic personal information (as defined in the GLB Requirements) disclosed to it by KAPLAN (the "KAPLAN Customer Information"), except solely to carry out the purposes for which it was disclosed, including use under an exception contained in Section 313.14 or 313.15, as applicable, or the GLB Requirements in the ordinary course of business to carry out those purposes; and

2. It has implemented and will maintain an information security program designed to meet the objectives of the Interagency Guidelines Established Standards for Safeguarding Customer Information; Final Rule (12 CFR Part 30, et al.) (The "Information Security Program Requirements").

As soon as practicable after the execution of this Agreement, Redacted shall provide KAPLAN with copies of its information security program as described in subsection (2) above, and shall provide KAPLAN with any updates or modifications to such information security programs upon any such update or modification and at least thirty (30) days prior to the effective date of such update or modification.

B. SECURITY AUDITS.

During the term of this Agreement and thereafter for as long as Redacted retains KAPLAN Customer Information, KAPLAN, its representative and agents will be entitled to conduct audits of Redacted relevant operations, facilities, systems, etc. to confirm that Redacted has complied with the Information Security Program Requirements (the "Security Audits"). Any Security Audit shall be scheduled and conducted during normal business hours and shall not unreasonably interfere with Redacted business activities.

In the event that any Security Audit results in the discovery of material security risks to KAPLAN Customer Information, Redacted shall (i) respond to KAPLAN in writing with Redacted plan to promptly take reasonable measures and corrective actions necessary to effectively eliminate the risk, at no cost to KAPLAN, and (ii) allow KAPLAN to review any system and transaction logs related thereto which pertain to KAPLAN's information or data potentially compromised. Redacted shall have five (5) business days to cure such security risk, unless the parties mutually agree in writing to a longer period of time for such cure or for mitigation in lieu of such cure.

KAPLAN's right, and the right of its representatives and agents, to conduct Security Audits, and any exercise of such right, shall not in any way diminish or affect Redacted duties and liabilities under this Agreement.

Redacted shall report to KAPLAN all known or suspected Security Incidents. "Security Incident" means any unauthorized action by a known or unknown person which, if attempted, threatened, or successfully completed, should reasonably be considered one of the following: an attack, penetration, denial of service, disclosure of confidential customer or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of Redacted systems or networks, or any other activity that could affect Redacted systems or data, or the security, confidentiality or integrity of KAPLAN Customer Information received, stored, processed, or maintained by Redacted "Security Incident" shall also include any contact by a law enforcement agency with Redacted regarding any KAPLAN Customer Information. For purposes hereof, Redacted shall include any of Redacted employees, agents, contractors or third parties (including, without limitation, any vendors used by Redacted for the provision of services to be provided by Redacted to KAPLAN) that have access (either authorized or unauthorized) to KAPLAN customer information. If a Security Incident occurs, Redacted shall immediately notify KAPLAN by telephone (with a follow-up written notification sent immediately via overnight mail to KAPLAN, and provide the following information: nature and impact of the Security Incident; actions already taken by Redacted; Redacted assessment of immediate risk; and corrective measures to be taken, evaluation of alternatives, and next steps. Redacted shall continue providing (i) appropriate status reports to KAPLAN regarding the resolution of the

Security Incident and prevention of future such Security Incidents, and (ii) cooperation, as reasonably requested by KAPLAN, in order to further investigate and resolve the Security Incident. KAPLAN may require that the services provided by Redacted to KAPLAN be suspended, connectivity with Redacted be terminated, or other appropriate action be taken pending such resolution.

C. NOTIFICATION UPON OCCURRENCE OF CERTAIN EVENTS.

Redacted shall immediately notify KAPLAN in writing upon the occurrence of any of the following: (1) receipt of any complaints from, or on behalf of, Borrowers or Accounts; (2) any inquiries by federal, state, or local governmental authorities relating to KAPLAN, Borrowers, Accounts or the Services; (3) knowledge of any allegations of improprieties from any federal, state or local govemmental authorities, any credit reporting agency or from the Better Business Bureau, or similar organizations related to KAPLAN, Borrowers, Accounts, Services or Redacted practices, including but not limited to violations of consumer protection, debt collection or anti-fraud laws; and (4) the initiation of any lawsuit, administrative proceeding or customer complaint is initiated with respect to a Borrower, an Account or the Services. Upon the occurrence of any of the items enumerated in the preceding sentence, Redacted shall promptly provide KAPLAN with all documentation and information within Redacted possession or control affecting the subject Account. Redacted shall also cooperate with KAPLAN in the defense or response to any such occurrences, and shall provide declarations or documentation reasonable required by KAPLAN to assist in KAPLAN's defense or response, or in KAPLAN's prosecution of any lawsuit or proceeding. Redacted shall, at the request and direction of KAPLAN, make all files and records available to KAPLAN and to any federal or state regulator with regulatory authority over KAPLAN.

D. CONFIDENTIALITY.

Redacted agrees to keep confidential, except as KAPLAN may otherwise consent to in writing, and not to disclose, or make use of except for the specific purposes of providing the Services, at any time either during or subsequent to the term of this Agreement, any Confidential Information. "Confidential Information" means any trade secrets, confidential information, knowledge, data or other information of KAPLAN relating to its current and former students, Accounts, Borrowers, products, know-how, customer lists, business plans, marketing plans and strategies, arrangements, price and strategies or other subject matter pertaining to any business of KAPLAN or any of its respective current or former students, Borrowers, clients, customers, agents, licensees or affiliates, Redacted may obtain or otherwise acquire during the term of this Agreement, except as herein provided; provided, however, that Confidential Information does not include information of KAPLAN that (a) is, through no act or failure to act on the part of Redacted, generally known or available to the public; (b) is rightfully known by Redacted before receiving such information from KAPLAN; (c) is rightfully obtained by Redacted from a third party, without breach of any obligation to KAPLAN; or (d) is independently developed by Redacted without use of or reference to KAPLAN's Confidential Information. Redacted further agrees not to deliver, reproduce; or in any way allow any such Confidential Information or any documentation relating thereto, to be delivered or used by any third parties without prior specific direction or consent in writing of KAPLAN.

Redacted shall, upon expiration or termination of this Agreement or otherwise upon demand, at KAPLAN's option, either return to KAPLAN or destroy and certify in writing to KAPLAN the destruction of any and all documents, papers and materials and notes thereon in Redacted possession, including copies or reproductions thereof, to the extent they contain Confidential Information of KAPLAN.

E. RECORD RETENTION.

Redacted shall, and shall cause its subcontractors to maintain complete and accurate records of and supporting documentation for all Services and all routinely prepared reports and records, created, generated, collected, processed or stored by Redacted in the performance of its obligations under this Agreement ("Books and Records"). Redacted shall maintain such Books and Records in accordance with all applicable Federal, state and local laws and regulations, as applicable, for at least seven (7) years after the expiration or termination of this Agreement.

F. TRAINING.

Redacted shall provide sufficient training to its employees and contractors providing the Services, which training shall contain the information and be in accordance with the specifications and standards of KAPLAN, as may be modified from time to time by KAPLAN. In addition, Redacted will provide Kaplan staff training regarding the Redacted process as requested by Kaplan. The training will ensure that the employees and contractors understand that the Borrowers are customers of KAPLAN, and that the employees and contractors shall treat all Borrowers with courtesy and respect and shall be fair, courteous and professional in all dealings with Borrowers. Redacted assumes all responsibility for providing its employees and contractors training that may be required to ensure compliance with federal, state and local laws. Redacted shall obtain KAPLAN's prior written consent to the training and any modifications of such training, including, without limitation, the course, all training material, and all documentation.

G. EMPLOYMENT OF INDIVIDUALS IN DEFAULT ON LOANS.

At no time during the term of this Agreement shall Redacted employ any individual who is in default in any debt owed to KAPLAN.

H. ELECTRONIC SYSTEM ACCESS.

Redacted shall provide KAPLAN with online access to its records and data with respect to Borrowers and Accounts.

I. INSURANCE AND BONDING.

Redacted shall, at all times and at Redacted sole cost and expense, maintain the following insurance in the following amounts for the protection of the KAPLAN:

- Professional Liability Insurance (Errors and Omissions) $2,000,000
- Commercial General Liability Insurance $5,000,000
- Employee Fidelity Bond $ 250,000
- Business Auto Liability Insurance $1,000,000
- Business Property Insurance $ 950,000

- Umbrella Insurance over the General Liability & Workers' Compensation $1,000,000

Notwithstanding the foregoing, the insurance to be maintained by Redacted shall, at a minimum, be of the type and in such amounts not less than as is customary in the case of institutions of the same type and size as that of Redacted As of the date of the execution of this Agreement, and upon any subsequent request from the KAPLAN, Redacted shall promptly provide KAPLAN with a copy of the effective policy or other proof of coverage.

J. <u>ATTESTATION AUDIT REPORT</u>.

Upon execution of this Agreement, and annually thereafter during the term of this Agreement, Redacted shall provide a copy of its most recent and three (3) prior annual compliance attestation audit reports, as required by Title IV of the Higher Education Act of 1965, or any successor legislation, as amended.

K. <u>COMMUNICATION WITH BORROWERS</u>.

All written correspondence by Redacted with Borrowers shall be pursuant to correspondence that has been previously approved by KAPLAN. Any modification of the written correspondence requires the prior written approval of KAPLAN, which it may withhold in its sole discretion.

All telephone contact by Redacted with Borrowers shall be pursuant to telephone scripts that have been previously approved by KAPLAN. Any modification of the telephone scripts requires the prior written approval of KAPLAN, which it may withhold in its sole discretion.

Redacted will follow all applicable state and federal requirements and guidelines for verbal and written communication with all Borrowers.

L. <u>STANDARD OF PERFORMANCE</u>.

All Services performed by Redacted or its agents or representatives shall be performed in full compliance with all applicable federal, state and local laws, including without limitation federal and state laws governing business practices and debt collection practices. Redacted may not use any threats, intimidation, harassment, or otherwise violate any applicable law or regulation in performing the Services under this Agreement. Redacted shall be duly licensed and bonded in all states that require licensure and/or bonding for the provider of such Services as Redacted is providing under this Agreement. Redacted shall: (1) act prudently in accordance with customary and usual procedures for other cohort debt management companies which manage cohort debt similar to Accounts; and (2) use and exercise that degree of skill and attention that is customary with other cohort debt management companies which manage cohort debt similar to Accounts. Redacted understands that the Borrowers are students and customers of KAPLAN, and Redacted and its agents, representatives and subcontractors, shall treat all Borrowers with courtesy and respect and shall be fair, courteous and professional in all dealing with the Borrowers.

M. FILE BALANCING.

Redacted shall conduct file balancing (data integrity validation) on all data files received from KAPLAN or any guarantor, lender or servicer and shall (1) ensure that all of the records are received and processed, (2) review all such data files and compare records received to Redacted current database to ensure updates were received for all records and that no extra records were received. Redacted shall transfer all such data files to and from Redacted in mutually agreed upon consistent and predefined formats using FTP's or SallieMae's file exchange web site and established Redacted procedures.

VI. **FEE FOR SERVICES:**

KAPLAN shall pay Redacted a one-time placement fee (the "Fee") per Account upon the designation of such Account in accordance with Article II of this Agreement as follows:

A. FISCAL YEAR 2008 COHORT.

For those Accounts in the Fiscal Year 2008 Cohort in which the close of the Cohort period is September 30, 2009, KAPLAN shall pay Redacted a one-time placement Fee of $16.00 per Borrower.

B. SUBSEQUENT FISCAL YEAR COHORTS.

For those Accounts in other Fiscal Year Cohorts after the Fiscal Year 2008 Cohort, KAPLAN shall pay a one-time placement Fee per Borrower as follows:

Tiered Pricing
Based on volume placed by KAPLAN with Redacted during a federal fiscal year (October 1–September 30)

Tier (Number of Borrowers Placed)	Fee Per Borrower Placed Within Tier
1 to 75,000	$36.00
75,001 to 100,000	$32.90
100,001 to 125,000	$31.10
125,001 and Greater	$30.15

VII. **REPRESENTATIONS AND WARRANTIES OF Redacted**

A. Redacted is duly organized, validly existing and in good standing under the laws of its state of incorporation and is duly qualified to do business, and is in good standing in every jurisdiction in which the nature of its business requires it to be so qualified. Redacted has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Redacted will comply with the laws of each state to the extent necessary to perform its obligations under this Agreement.

B. This Agreement and all other instruments or documents to be delivered hereunder or pursuant hereto, and the transactions contemplated hereby, have been duly authorized by all necessary corporate proceedings of Redacted

C. The execution and delivery of this Agreement by Redacted hereunder and the compliance by Redacted with all provisions of this Agreement do not conflict with or violate any applicable law, regulation, or order and do not conflict with or result in a breach of or default under any of the terms or provisions of any contract or agreement to which Redacted is subject or by which it or its property is bound, nor does such execution, delivery, or compliance violate the by-laws or articles of incorporation or formation of Redacted

D. This Agreement constitutes a legal, valid and binding obligation of Redacted enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

E. There are no proceedings or investigations pending or, to Redacted knowledge, threatened against Redacted before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over Redacted or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) seeking any determination or ruling that might materially and adversely affect the performance by Redacted of its obligations under, or the validity or enforceability of, this Agreement or (iv) that could have a material adverse effect on the Loans.

F. Redacted is not required to obtain the consent of any other party or any consent, license, approval or authorization, or registration or declaration with, any governmental authority, bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement which has not already been obtained. Redacted has in place the errors and omissions and/or blanket crime policies required to be maintained pursuant to Section I of Article V.

VIII. **TERM AND TERMINATION:**

A. TERM.

This Agreement shall become effective as of the date both parties execute this Agreement and shall continue in effect until such time as the Agreement is terminated by either party.

B. TERMINATION.

This Agreement may be terminated by either party with thirty (30) days prior written notice to the other party. A non-breaching party shall have the right to terminate this Agreement immediately on notice upon the occurrence of an Event of Default as described in Section D of this Article VIII.

C. POST-TERMINATION.

1. Upon termination or expiration of this Agreement for any reason, Redacted will return to KAPLAN all media provided by KAPLAN and a final report on

media and in a form determined by KAPLAN of the status of all Accounts at the time of the Agreement expiration or termination. Redacted shall provide copies to KAPLAN of all documentation, data, information data process records, reports, and available recorded or written correspondence maintained by Redacted with respect to the Services, Borrowers and Accounts within five (5) business days after the termination or expiration of this Agreement.

2. Upon termination of this Agreement for any reason other than the non-payment of amounts due by KAPLAN, KAPLAN shall receive from Redacted a refund of $0.45 per month, per Borrower for the unused portion of the Services paid for by KAPLAN for each Borrower and Account. By way of illustration but not limitation, for a Borrower placed by KAPLAN with Redacted in April 2009 and returned to KAPLAN in April 2010 due to any termination of this Agreement other than for the non-payment of amounts due by KAPLAN, Redacted would refund $13.50 to KAPLAN. Such amount is calculated as follows: $0.45 x 30 months where the Services are unused (42 months of coverage less 12 month period in which Redacted provided the Services with respect to such Account).

D. EVENTS OF DEFAULT.

If any one of the following events (each an "Event of Default", and collectively "Events of Default") shall occur and be continuing:

1. Failure on the part of Redacted to observe or to perform in any material respect any other covenants or agreements set forth in this Agreement;

2. If there is breach of any representation or warranty;

3. A voluntary or involuntary petition for bankruptcy concerning Redacted is filed under Title 11 of the United States Code, Redacted makes a general assignment for the benefit of creditors or commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to Redacted, or a custodian is appointed for, or takes charge of, all or any substantial part of the property of Redacted

4. Any representation, warranty, certification or statement made by Redacted in this Agreement or in any certificate or report delivered by it pursuant to this Agreement shall prove to have been incorrect in any material respect when made or deemed made and such error, if curable, shall not be cured in all material respects within thirty (30) consecutive days after the earlier of (i) receipt of written notice from KAPLAN or (ii) upon discovery by Redacted; or

5. Any merger or consolidation of Redacted (including, without limitation, any conveyance, transfer or lease of substantially all of its assets to another person) that has not been previously consented to by KAPLAN.

Then, and in each and every case and so long as such Event of Default shall not have been remedied (where applicable), KAPLAN may terminate this Agreement in accordance with Section B of this Article VIII. In addition to the indemnification rights and the right to terminate this Agreement as provided herein, KAPLAN agrees that upon the happening of any of the foregoing Events of Default, KAPLAN may avail itself of any other relief to which it may be legally or equitably entitled.

IX. **<u>MISCELLANEOUS</u>:**

A. <u>INDEMNIFICATION</u>.

Redacted agrees to indemnify and hold KAPLAN (including its officers, agents and employees) harmless from and against any and all losses, claims, demands, damages, liabilities and costs incurred by KAPLAN, including reasonable attorney's fees arising out of or relating to any acts or omissions of Redacted, Redacted performance under the terms of this Agreement, or arising from any breach by Redacted of the representations and warranties of this Agreement, including, without limitation, any claims arising out any improper collection practices of **Redacted**

KAPLAN agrees to indemnify and to hold Redacted (including its officers, agents and employees) harmless from and against any and all losses, claims, demands, damages, liabilities and costs incurred by Redacted including reasonable attorneys' fees arising out of the willful or gross negligence in the performance of any of KAPLAN's obligations or responsibilities under this Agreement.

B. <u>WAIVER</u>.

Any waiver by either party of any breach of any provision of this Agreement shall be contained in a separate written instrument signed by the waiving party and shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

C. <u>GOVERNING LAW</u>.

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, and venue for any action arising out of this Agreement shall be in the federal or state courts in Cook County, Illinois. If any provision herein is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the provision held invalid or unenforceable shall substantially impair the benefits of the remaining portions of this Agreement.

D. <u>NOTICES</u>.

Any notice required to be given pursuant to this Agreement shall be in writing and hand-delivered, or mailed certified, return receipt requested, or facsimile confirmed with overnight delivery and sent to the addresses provided below.

Kaplan Higher Education
3750 Brookside Parkway, Suite 150
Alpharetta, GA 30022
Attn: Compliance Employee

Phone: Redacted
Fax: Redacted
EMAIL: Redacted

Redacted

Attn: Redacted
President/COO
Phone: Redacted
Fax: Redacted

with a copy to (which copy shall not serve as notice):

Kaplan Higher Education Corporation
Attn: Legal Department
6301 Kaplan University Avenue
Fort Lauderdale, FL 33309

E. MODIFICATION.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede as of the date first below written, any previous agreements or understandings, written or oral, between the parties hereto with respect to the subject matter here of. Amendments, changes or modifications shall be effective upon the mutual written consent of both parties.

F. SURVIVAL.

Articles IV, V, VII, VIII.C. and IX shall survive the termination or expiration of this Agreement.

[NEXT PAGE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement.

KAPLAN HIGHER EDUCATION CORPORATION 311 S. Wacker, Ste. 3300 Chicago, Illinois 60606	Redacted
By: M.C. Seelye	By:
Matthew C. Seelye (Print Name)	Redacted (Print Name)
Title: CFO	Title: President & COO
Date: 6/20/08	Date:

EXHIBIT "A"
ACCOUNT MONITORING AND BORROWER CONTACT
GRACE PERIOD

1. **Initial Contact.**

a. Telephone Contact. Redacted shall initiate telephone contact with Borrower within three (3) days of the Borrower's placement (withdrawn, or dismissed students) or commencement of the Grace Period (graduating students) with respect to such Borrower's Account. If Redacted is unable to contact Borrower by telephone, Redacted shall continue attempting to contact Borrower by telephone until either Borrower is contacted or Redacted determines that the telephone number it has for Borrower is invalid or incorrect.

b. Written Contact. In addition to telephone contact, Redacted shall initiate written contact with Borrower within three (3) days of the Borrower placement or commencement of the Grace Period with respect to such Borrower's Account.

c. Information to be Provided to Borrower. In its telephonic or written contact with Borrower, Redacted shall furnish the following information to Borrower regarding Borrower's Account:

- When Borrower is required to make payment under Borrower's Account (the first payment and all subsequent payments),
- Where Borrower is required to send payments under Borrower's Account,
- Amount of payment Borrower is required to make under Borrower's Account,
- The lender or servicer of such Account and the address and telephone number of such lender or servicer,
- Resources for Borrower to help in the case of a financial hardship, including information on obtaining a loan forbearance, and
- Redacted Customer Service Contact Information for future assistance.

2. **Subsequent Contact.**

After the initial contact with Borrower as described above, Redacted shall resume both telephone and written contact with Borrower no later than forty-five (45) days prior to the date that first payment due under Borrower's Account. During such contact with Borrower, Redacted shall once again provide Borrower with information set forth in 1.c. (above) regarding Borrower's Account. Redacted shall advise Borrower of the forthcoming payment coupon or booklet and the importance of Borrower making Account payments on time. Redacted shall also inform and remind Borrower of deferment and forbearance options that are available to Borrower, and provide Borrower with any forms necessary to facilitate Borrower's completion of deferment or forbearance requirements.

3. **Invalid or Incorrect Telephone Number or Address.**

If at any time during this period, Redacted reasonably determines that Borrower's telephone number or address is invalid or incorrect, Redacted shall commence locating Borrower in accordance with Article III, Section B of the Agreement.

EXHIBIT "B"
ACCOUNT MONITORING AND BORROWER CONTACT
EARLY DELINQUENCY PERIOD

1. **Initial Contact.**

Within three (3) days of Redacted determination (determination to be made at a minimum of every 30 days based on lender/servicer data) of a Borrower's delinquency with respect to the first payment or subsequent payment under Borrower's Account, Redacted shall:

- determine Borrower's current situation, both financial or otherwise, which is causing Borrower to be late on his/her first payment under Borrower's Account,
- provide Borrower with the appropriate solution to Borrower's situation to bring Borrower current on his/her Account,
- provide Borrower with counseling on repayment options on Borrower's Account available to Borrower,
- provide Borrower with the necessary forms to facilitate a quick resolution through deferment or forbearance of Borrower's Account, if necessary, and
- ensure that any appropriate forms of Borrower with respect to Borrower's Account are mailed or faxed and forwarded to the lender/servicer.

2. **Continued Contact.**

If Borrower remains in delinquent status on his/her repayment of the first payment or subsequent payment under Borrower's Account, Borrower shall continue contact (both by telephone and in writing) with Redacted to resolve Borrower's delinquent status with respect to such Borrower's repayment of Borrower's Account, including, without limitation, a letter attempting to resolve Borrower's delinquent status in his/her repayment of the first payment under Borrower's Account. Redacted shall make such determination of Borrower's delinquency with respect to the first payment under Borrower's Account based on Redacted electronic data exchanges with the FFELP or FDLP lender, servicer and/or guarantor in accordance with Article III, Section D of the Agreement.

3. **Invalid or Incorrect Telephone Number or Address.**

If at any time during this period, Redacted reasonably determines that Borrower's telephone number or address is invalid or incorrect, Redacted shall commence locating Borrower in accordance with Article III, Section B of the Agreement.

EXHIBIT "C"
ACCOUNT MONITORING AND BORROWER CONTACT
CONTINUED DELINQUENCY MONITORING

1. **Account Monitoring.**

Redacted shall monitor the status of all Accounts to determine when such Account becomes delinquent or remains delinquent at a minimum of 1 x per month. Redacted shall make such determination of Borrower's delinquency with respect to a payment under Borrower's Account based on Redacted electronic data exchanges or manual report exchanges with the FFELP or FDLP lender, servicer and/or guarantor in accordance with Article III, Section D of the Agreement.

2. **Initial Contact.**

Within three (3) days of Redacted determination of a Borrower's delinquency with respect to a payment under Borrower's Account, Redacted shall:

- determine Borrower's current situation, both financial or otherwise, which is causing Borrower to be late on his/her first payment under Borrower's Account,
- provide Borrower with the appropriate solution to Borrower's situation to bring Borrower current on his/her Account,
- provide Borrower with counseling on repayment options on Borrower's Account available to Borrower,
- provide Borrower with the necessary forms to facilitate a quick resolution through deferment or forbearance of Borrower's Account, if necessary, and
- ensure that any appropriate forms of Borrower with respect to Borrower's Account are mailed or faxed and forwarded to the lender/servicer.

3. **Continued Contact.**

If Borrower remains in delinquent status with respect to a payment under Borrower's Account, Borrower shall continue contact (both by telephone and in writing) with Borrower to resolve Borrower's delinquent status with respect to a payment under Borrower's Account, including, without limitation, a letter attempting to resolve Borrower's delinquent status with respect to a payment under Borrower's Account

4. **Invalid or Incorrect Telephone Number or Address.**

If at any time during this period, Redacted reasonably determines that Borrower's telephone number or address is invalid or incorrect, Redacted shall commence locating Borrower in accordance with Article III, Section B of the Agreement.

SECOND AMENDMENT TO
COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This SECOND AMENDMENT TO COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT (this "Amendment"), dated as of February 14, 2010, is between **Redacted** and Kaplan Higher Education Corporation ("KAPLAN").

WHEREAS, Redacted and KAPLAN are parties to that certain Cohort Default Management Services Agreement dated as of November 20, 2008, as amended by that certain First Amendment to Cohort Default Management Services Agreement by and between Redacted and KAPLAN dated as of February 3, 2009 (collectively, the "Original Agreement"); and

WHEREAS, Redacted and KAPLAN now wish to further amend the Original Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Original Agreement as follows.

1. A new Section D is added to Article VI of the Original Agreement as follows:

"D. <u>FISCAL YEAR 2008 COHORT 'TRIAL PERIOD'</u>.

For those Accounts in the Fiscal Year 2008 Cohort in which the close of the 3-year 'trial' review period is September 30, 2010, KAPLAN shall pay Redacted a one-time placement fee of $25.00 per delinquent Borrower. Should a Borrower Account be moved from a status of delinquent to a status of no longer being delinquent, as reported by the applicable Account lender, servicer and guarantor, Kaplan shall pay to Redacted a one-time cure fee in the amount of $38.00 ("Cure Fee") for each such Borrower Account; provided, however, that such Cure Fee shall only be paid once for any Borrower Account."

2. Exhibit "A" of the Original Agreement is replaced in its entirety by Exhibit "A" attached hereto.

3. Exhibit "B" of the Original Agreement is replaced in its entirety by Exhibit "B" attached hereto.

4. Exhibit "C" of the Original Agreement is replaced in its entirety by Exhibit "C" attached hereto.

5. This Amendment does not constitute a waiver, amendment or modification of any provision of the Original Agreement not expressly referenced herein. Except as expressly amended or modified herein, the provisions of the Original Agreement are and shall remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. This Amendment may be executed and delivered by facsimile signature, and such transmission shall be deemed a valid signature.

IN WITNESS WHEREOF, this Second Amendment to Cohort Default Management Services Agreement has been duly executed and delivered by the parties hereto on the date first written above.

KAPLAN HIGHER EDUCATION CORPORATION

By:

LIONEL LENZ

(Print Name)

Title: CFO

Date: 03/04/10

Redacted

By: Redacted

Redacted
(Print Name)

Title: Vice President, COO Contingency Services

Date: 3/8/2010

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EXHIBIT "A"
ACCOUNT MONITORING AND BORROWER CONTACT
GRACE PERIOD OUTREACH

1. Initial Contact.

   a. Telephone Contact. Redacted shall initiate telephone contact with Borrower upon placement (graduated, withdrawn, or dismissed students) from the School. If Redacted is unable to contact Borrower by telephone, Redacted shall continue attempting to contact Borrower by telephone until either Borrower is contacted or Redacted determines that the telephone number it has for Borrower is invalid or incorrect.

   b. Written Contact. In addition to telephone contact, Redacted shall initiate written contact with Borrower upon placement of the Borrower's Account.

   c. Information to be Provided to Borrower. In its telephonic or written contact with Borrower, Redacted shall furnish the following information to Borrower regarding Borrower's Account:

      - When Borrower is required to make payment under Borrower's Account (the first payment and all subsequent payments),
      - Where Borrower is required to send payments under Borrower's Account,
      - Amount of payment Borrower is required to make under Borrower's Account,
      - The lender or servicer of such Account and the address and telephone number of such lender or servicer,
      - Resources for Borrower to help in the case of a financial hardship, including information on obtaining alternative repayment plans, Income Based Repayment (IBR) deferment entitlements, and loan forbearance, and
      - Redacted Customer Service Contact Information for future assistance.

2. Invalid or Incorrect Telephone Number or Address.

   If at any time during this period, Redacted reasonably determines that Borrower's telephone number or address is invalid or incorrect, Redacted shall commence locating Borrower in accordance with Article III, Section B of the Agreement.

EXHIBIT "B"
ACCOUNT MONITORING AND BORROWER CONTACT
EARLY COHORT PERIOD OUTREACH

1. Early Repayment Contact.

   a. Telephone Contact. Redacted shall initiate telephone contact with Borrower during the first 60 days of repayment. If Redacted is unable to contact Borrower by telephone, Redacted shall continue attempting to contact Borrower by telephone until either Borrower is contacted or Redacted determines that the telephone number it has for Borrower is invalid or incorrect.

   b. Information to be Provided to Borrower. In its telephonic contact with Borrower, Redacted shall furnish the following information to Borrower regarding Borrower's Account:

      - When Borrower is required to make payment under Borrower's Account (the first payment and all subsequent payments),
      - Where Borrower is required to send payments under Borrower's Account,
      - Amount of payment Borrower is required to make under Borrower's Account,
      - The lender or servicer of such Account and the address and telephone number of such lender or servicer,
      - Determine Borrower's current situation, both financial or otherwise, which could impact the Borrower's ability to adhere to his or her repayment plan,
      - Provide Borrower with counseling on repayment options on Borrower's Account available to Borrower,
      - Resources for Borrower to help in the case of a financial hardship, including information on obtaining alternative repayment plans, Income Based Repayment (IBR), deferment entitlements, and loan forbearance, and
      - Redacted customer service contact information for future assistance.

2. Invalid or Incorrect Telephone Number or Address.

   If at any time during this period, Redacted reasonably determines that Borrower's telephone number or address is invalid or incorrect, Redacted shall commence locating Borrower in accordance with Article III, Section B of the Agreement.

EXHIBIT "C"
ACCOUNT MONITORING AND BORROWER CONTACT
LATE COHORT PERIOD OUTREACH

1. Account Monitoring.

Redacted shall monitor the status of all Accounts to determine when such Account becomes delinquent or remains delinquent at a minimum of 1 x per month during the Cohort period (up to 36 months depending on the Borrower's repayment start date). Redacted shall make such determination of Borrower's delinquency with respect to a payment under Borrower's Account based on Redacted electronic data exchanges or manual report exchanges with the FFELP or FDLP lender, servicer and/or guarantor in accordance with Article III, Section D of the Agreement.

2. Delinquency Period Contact.

a. Telephone Contact. Upon Redacted determination of a Borrower's delinquency (generally at 60 days past due) at any time during Cohort period (up to 36 months depending on the Borrower's repayment start date) with respect to a payment under Borrower's Account, Redacted shall attempt to contact the Borrower by telephone until either Borrower is contacted or Redacted determines that the telephone number it has for Borrower is invalid or incorrect.

b. Written Contact. In addition to telephone contact, Redacted shall initiate written contact with Borrower.

c. Information to be Provided to Borrower. In its telephonic or written contact with Borrower, Redacted shall furnish the following information to Borrower regarding Borrower's Account:

- Determine Borrower's current situation, both financial or otherwise, which is causing Borrower to be late on his/her first or subsequent payments under Borrower's Account,
- Provide Borrower with the appropriate solution to Borrower's situation to bring Borrower current on his/her Account,
- Provide Borrower with counseling on repayment options on Borrower's Account available to Borrower,
- Provide Borrower with the necessary forms to facilitate a quick resolution through Income Based Repayment (IBR), deferment or forbearance of Borrower's Account, if necessary, and
- Ensure that any appropriate forms of Borrower with respect to Borrower's Account are mailed or faxed and forwarded to the lender/servicer.

3. Continued Contact.

If Borrower remains in delinquent status with respect to a payment under Borrower's Account, Redacted shall continue to attempt to contact (both by telephone and in writing) the Borrower to resolve Borrower's delinquent status with respect to a payment under Borrower's Account, including, without limitation, a letter attempting to resolve Borrower's delinquent status with respect to a payment under Borrower's Account

4. Invalid or Incorrect Telephone Number or Address.

If at any time during this period, Redacted reasonably determines that Borrower's telephone number or address is invalid or incorrect, Redacted shall commence locating Borrower in accordance with Article III, Section B of the Agreement.

KAPLAN HIGHER EDUCATION

FACT SHEET

KAPLAN CHOICE LOAN PROGRAM

The Kaplan Choice Loan program was started in 2008 to assist students who are unable to get alternative loans from third party lenders.

The Kaplan Choice Loan program is accessible only through Kaplan financial aid professionals; a student cannot apply for a Kaplan Choice Loan by any other means. Unless the loan amount is below $1,000.00, a student interested in applying for a Kaplan Choice Loan must first exhaust all sources of federal and state aid and grants, as well as consider alternatives to a loan, such as a payment plan. Kaplan Choice Loans have a fixed (non-adjustable) interest rate.

Date Loans First Offered:	September 15, 2008	
Interest Rate:	15.00%	(Loans originated through July 1, 2010)*
	6.8%	(Loans originated after July 1, 2010)
Origination Fees:	None.	
Grace Period:	6 months after leaving school.	
Forbearance:	Partial and full forbearance programs are available.	
No Interest upon Default:	Interest does not accrue if loan is in default.	

* As of September 3, 2010, all Kaplan Choice Loans originally issued at the 15.00% interest rate were reduced to the 6.8% interest rate.

June 4, 2009

DRAFT

To: Kevin Corser

From: Carole Valentine

Subject: Kaplan Higher Education Corporation Reserve Estimate for Kaplan Choice Loans

Executive Summary

Student Finance recommends the use of a two-tiered reserve for the Kaplan Choice Loan Program: 60% for in-school loans (interim status), and 80% for loans in repayment. Over 95% of the Kaplan Choice Loans are in interim status as of the date of this memorandum. Our reserve estimates for the Kaplan Choice Loan Program stem from our student drop rate experience, the student profile and repayment experience for the Universal Loan Program, and the poor state of the economy in the U.S.

Despite these estimates, there are some mitigating factors that may provide a better outcome than our projections. Kaplan is taking steps to promote financial responsibility among these students, and these actions may cause a better outcome than our projections. Unlike students in the Universal Program, Kaplan is having students make cash payments under separate payment plans, and we are considering a financial literacy course requirement for students in the Kaplan Choice Loan Program. We may also put in a cosigner requirement for these students in the future, depending on the student profile and the performance of the loan portfolio. Kaplan will make every effort to educate students on their financial responsibilities in the hope that our repayment experience will improve.

Universal Loan Program/Kaplan Choice Loan Program

The majority of Kaplan's students must finance their education with multiple sources of financial aid. Many students utilize federal loans, and a small percentage use private loans to cover educational expenses not covered by federal aid. Approximately 90% of our student's financing needs are covered with federal loans, and the remaining 10% is normally covered by private loans provided by the banking sector.

For the past 3 years, Kaplan Higher Education utilized Citibank's Universal Loan Program to meet the needs of its credit-challenged students. In November, 2008, Kaplan's access to the Universal Loan Program ceased when Citibank began to experience high default rates on the Universal Loan portfolio. With the credit crisis, Kaplan had anticipated disruptions in the private student loan market, and the company was piloting an institutional loan program (with Genesis Financial Services) when Universal Loan access was lost. KHEC on-ground campuses and Kaplan University began using the program in November, 2008, as the Universal Loan Program ceased operations.

The Kaplan Choice Loan Program allows students to borrow up to $15,000, depending on their program of study and financial need, and they can take up to 10 years to repay. The program carries a fixed rate of 15%, and the loans are deferred while students are in-school. Students must apply for private loans with outside lenders before pursuing the Kaplan Choice Loan, so the program is positioned as a last resort for the students. For 2009, Kaplan Higher Education is estimating the Kaplan Choice Loan Program to reach approximately $20 million (KHEC-$18.5, KU-$13.2). The Kaplan Choice Loan portfolio (disbursed loans) is approximately $5 million as of June 1, 2009.

Kaplan Choice Loan Reserve

Interim Reserve

Our students drop at a rate of 5% per month, and this rate equates to an annual drop rate of 60%. More than 80% of drop students fail to pay back their educational loan debt, therefore, we are recommending an in-school default reserve of 60%. Over 95% of our Kaplan Choice Loans are in interim status as of June 1, 2009.

Repayment Reserve

Redacted by HELP Committee

Redacted by HELP Committee The lending industry reports a high correlation between the original FICO and actual losses in their private loan portfolios (Sallie Mae Private Credit ABS Investor Presentation in September, 2008). In general, consumer loans in similar FICO tiers are exhibiting default rates of approximately 80%. Consequently, we view the original FICO as a key benchmark for our repayment reserve estimate.

As of 3/31/09, the 2006 cohort default experience for Kaplan Higher Education's on-ground campuses and Kaplan University was 69.5%. KHEC on-ground campuses are exhibiting a default rate of 84.5%, and KU students are defaulting at a 62.6% rate. [redacted] Redacted by HELP Committee
Redacted by HELP Committee In general, student loan defaults tend to peak in the first five years of repayment, and decline after this timeframe. Another benchmark to consider is Kaplan's seasoned loan portfolio of K-Loans, which is defaulting at a rate of 68%.

The poor economic conditions add another dimension to portfolio performance. Students are having a harder time finding jobs, and they may find themselves in the position of taking lower paying positions than anticipated. Given the low FICO profile of the students, Universal Loan default trends, and the poor economy, Kaplan is recommending a repayment default reserve of 80%.

NUMBER	:	5
STUDENTNO	:	21-06
SCHOOL	:	Beltsville
DATE_RECD	:	4/6/2006
DATE_CLOSED	:	6/19/2006
AGING	:	74
PROGRAM	:	Medical Assistant
TYPE	:	Email Complaint
DEADLINE	:	6/6/2006 Awaiting update/response from school
COMP_DESCR	:	instructors/admissions complaint
COMMENTS	:	6/19/06 email from Campus We have no update on Redacted Campus left her 2 messages with no reply back and we haven't heard anything since. Her father did call me about 2 weeks ago to talk about the possibility of his son returning to school 6/19/06- emailed Campus requesting update 6/6/06 Campus rqst update from Campus 5/18/06 - por Campus tried to contact student again. Campus rqst update from Campus 5/5/06 - Campus r left message for student. 5/1/06 - Campus rqst update from Campus 4/24/06 - Campus left voicemail for student today. Campus rqst Campus contact the student, since the student does not want to speak with anyone at the school; Campus agrees that no refund is due to the student; Campus eqsts draft response be prepared after Campus speaks with student. 4/13/06 - Campus rcvd report from Campus re: student's concerns. Campus does not recommend a tuition refund based on her findings. 4/6/06 - Campus are following up with this situation & will provide update. Campus rcvd an email from an unhappy Medical Asst. program student (Redacted) Basically student is upset about quality of instructors; having to teach herself the material; the poor quality of students in the class; being lied to by admissions re: financial committment. Student wants full refund.
ASSIGNED	:	
REFUND_AMT_D	:	

NUMBER	:
STUDENTNO	: 37-06
SCHOOL	: Campus Name
DATE_RECD	: 6/20/2006
DATE_CLOSED	: 7/24/2006
AGING	: 34
PROGRAM	: Business Administration
TYPE	: written letter
DEADLINE	:
COMP_DESCR	: loan repayment
COMMENTS	: 7/24/06- Redacted by HELP Committee sent letter to Uncle 7/24/06- Susan sent copy of final letter 7/24/06- Redacted Redacted 7/11/06- Susan sent response 7/7/06- Susan Spivey responded to original complaint 5/22/06- The uncle is questions the schools acceptance of Redacted with his Cerebral Palsy and ADD. He is left with $8400 in loans for a degree he could not possibly abtain with his mental handicap. Wants to know why school gave him 2 additional loans making a total of three.
ASSIGNED	:
REFUND_AMT_D	:

NUMBER	:	
STUDENTNO	:	41-06
SCHOOL	:	Corpus Christi
DATE_RECD	:	8/24/2006
DATE_CLOSED	:	10/25/2006
AGING	:	62
PROGRAM	.	Computer Business
TYPE	:	BBB
DEADLINE	:	BBB closed 10/25/06
COMP_DESCR	:	false adavertisement
COMMENTS	:	10/25/06- BBB response: they notified consumer of our response and consumer was not satisfied; we have made a good faith effort in attempting to resolve issuel therefore BBB is closing the case at this time 10/23/06- requested update from Campus if BBB has responded back 9/21/06- Redacted Redacted Redacted 9/18/06- on Sept. 13th BBB sent response and stated they have received further correspondence from consumer about complaint, the BBB requested to respond online again 9/5/06- Campus submits response on-line, I have link on file 9/1/08- Campus preparing response for BBB 8/24/06- student claims False Advertsemerit. The school did not have the supplies needed for the class, the dates assigned for the class were not accurate. The classrooms were changed several times. Teachers changed during the lessons, No assistance finding a job, they denied me from using their fax machine to fax my resume...., and much more. I do not think it is fair for me to pay a 10 thousand dollar financial aid if the school did not comply with what I signed up for. I followed my end of the contract , Attended every class did all the work and paid 50 a month through cut the 9 months of class, Redacted feels the same she also went to school with me
ASSIGNED	:	
REFUND_AMT_D	:	

Kaplan Higher Education Corporation
Document 10, Page 1

NUMBER	:	36
STUDENTNO	:	133-06
SCHOOL	:	Lubbock
DATE_RECD	:	6/21/2006
DATE_CLOSED	:	9/26/2006
AGING	:	97
PROGRAM	:	Human Health Services
TYPE	:	letter from student
DEADLINE	:	awaiting response from TWC-9/23/06
COMP_DESCR	:	no teacher in class
COMMENTS	:	9/26/06- asked [illegible] if she has heard anything from TWC, she has not as of yet 8/23/06- letter went today to students and hand carried to TWC, Redacted 8/21/06 Campus has spoken to the class but has not sent anything in writing, did receive account cards from Campus 8/16/06- Redacted Redacted 8/16/06- [illegible] sending proof of refund to Campus 8/8/06- from Campus waiting to refund one last student, loans have not disbursed yet, gathering all info on other students 8/8/06- Redacted 8/7/06- email to Campus asking for documentation of refunds 7/24/06- final letter sent to H.O., gave to [illegible] as well 7/18/06 Campus talked to Redacted at TWC and received information from her visit, in file 7/12/06- Redacted of TWC visited Lubbock campus 7/5/06- Campus responds to TWC on Campus behalf. 7/3/06- Redacted Redacted 6/29/06- Campus sends response for review 6/28/06- Redacted 6/30/06 6/22/06- Redacted 6/21/06- complaint from student- no teacher in class frist 2 weeks of class, has a final in a few weeks and does not think the school has prepared them well enough...students wants $166 refunded to her account for this module.
ASSIGNED	:	
REFUND_AMT_D	:	

NUMBER	:
STUDENTNO	: 220-06
SCHOOL	: Riverside
DATE_RECD	: 8/30/2006
DATE_CLOSED	: 9/26/2006
AGING	: 27
PROGRAM	: Computer Repair
TYPE	: student email to The Washington Post
DEADLINE	:
COMP_DESCR	: lack of Instruction
COMMENTS	: 9/26/06- Redacted 9/12/06- from Campus Per Campus none of the exceptions noted from the review prevented the campus from dropping the student(s). They were data entry errors that did not fall into the 14 day category of attendance policy violation 9/1/06- Redacted Redacted Redacted Redacted 8/30/06- student states: we had no instructor to teach our last block, but rather had someone from administration sitting in our class for the first hour or two of our five hour day. We would then be excused and given full credit for the day. Our last block of classes was predominetly self taught by what we could get out of our books. When trying to find a job, spoke with career services and then the person he was in contact with left the college, and could not get in touch wth anyone, ended up keeping the job he already had.
ASSIGNED	:
REFUND_AMT_D	:

NUMBER	:	46
STUDENTNO	:	247-06
SCHOOL	:	Towson
DATE_RECD	:	4/6/2006
DATE_CLOSED	:	6/6/2006
AGING	:	61
PROGRAM	:	Medical Assistant Program
TYPE	:	E-mail complaint
DEADLINE	:	Closed
COMP_DESCR	:	Student (Redacted) is complaining that there are not enough instructors to teach the large amount of students. Students were told that CPR was included in the course, but due to lack of teachers, they are asking students to pay for CPR separately & take the class at night. This is causing scheduling problems for the students, not to mention the extra expense.
COMMENTS	:	6/6/06 - Closed. 4/28/06 Campus rcvd memo outlining specific issues w/student who wishes to remain anonymous. All issues are corrected as of today. 4/25/06 Campus diligently rqsting update from Campus /24/06 - Campus emailed Campus reqsting update. Campus rqst update from Campus 4/14/06 Campus rqst Campus conduct thorough investigation. 4/10/06 - Campus rqst that Campus respond to this issue. 4/6/06 - Student (Redacted) is complaining that there are not enough instructors to teach the large amount of students. Students were told that CPR was included in the course, but due to lack of teachers, they are asking students to pay for CPR separately & take the class at night. This is causing scheduling problems for the students, not to mention tho extra expense. Campus rcvd email that was forwarded by Lisa Gefen Sicilian.
ASSIGNED	:	
REFUND_AMT_D	:	

Confidential

KHE 0038443

CAMPUS : 61
STUDENTNO : 2-07
PREV_ED : HS Grad
SCHOOL : Alexandria
DATE_RECD : 7/26/2007
DATE_CLOSED : 8/7/2007
AGE : 12.00
PROGRAM : Medical Studies
CONTACT : Redacted

Redacted

DEADLINE : Closed
COMP_DESCR : Academic
COMMENTS : 8/7/07- Notes for the record 8/7/07. I met with Redacted re her concerns about her experience at TESST at 1:30 pm. During this meeting, I advised her of the channels for student grievances and gave her a copy of pages 15-16 of the campus Catalog which covers these procedures.I told her that I had met with Redacted Instructor classes, that Campus had done an analysis of any information that he had not covered that they should have gotten, and that all of that content was covered during the first week of the new mod (last week) when the curriculum calls for a review of that previous learning. In addition, clinical skill workshops are offered on an on-going basis for all students who wish to get the additional practical experience.
I further indicated that as soon as the school was aware that there were issues with the class, corrective action was taken (i.e., the faculty member in question was dismissed). I stated that since immediate action was taken and a clear plan for coverage of all content that did not place any student at a disadvantage had been executed, I was not inclined to refund tuition.
Ms Redacted admitted that she did not voice any concerns prior to her call to withdraw. She further stated that her issues were more personal than with the school, since her husband will be going to [illegible] next month and she will be moving to Redacted Ms Redacted was given information from Long Technical College regarding their MA programs and possible transfer, was taken to see Financial Aid regarding the consequences of withdrawal versus transfer to another Kaplan School. She indicated that she was satisfied with the outcome, and thanked me for my time and consideration.
8/6/07- From RVP: Redacted called to cancel the meeting last week. We are scheduled for tomorrow at 8/7 1:00 – It may take me some time to update you as I am running 2 campuses and a region.
8/2/07- Requested an update from RVP via VM and email
7/26/07- I spoke with the student last night and we will meet in person on Tuesday. She is concerned about all of the changes in leadership in Alexandria, and in particular a faculty member that we terminated Monday, indicating that he had not been a good teacher and spent most of his time recruiting students to go to another school at which he was teaching (the basis for his termination). I will also meet with the students in that mod to see the extent to which the course material of concern was/was not covered in the class
7/25/07- This student called in and wants to withdrawal from school and wants a full refund. She claims that her contract (enrollment agreement) with the school is "null and void" due to the fact she is not getting the education she was promised. She claims that all of the management/instructors have either quit or been fired and wants someone to contact her today. Please provide a response to this complaint and copy all on this email
ASSIGNED :
STATE : VA

CAMPUS	: 93
STUDENTNO	: 54 07
PREV_ED	: HS Grad
SCHOOL	: Cleveland
DATE_RECD	: 8/20/2007
DATE_CLOSED	: 8/23/2007
AGE	: 3.00
PROGRAM	: Electronics
CONTACT	: ED: Redacted Redacted
DEADLINE	: Closed
COMP_DESCR	: FA
COMMENTS	: 8/23/07- Spoke to Redacted today he is making $100 per month payments for the next 6 months. He will be paying to Kaplan as well. We will get our first payment in 2 weeks. He is looking forward to coming back to school. He is also looking at going to KU online for Engineering. Redacted came to KCI prior to starting and was in default on his previous student loans. We filed to consolidate his loans. This normally takes 4-6 weeks. Redacted did start school, there was some run around at the DOE processing his request, the rules changed, his wages were being garnished for some of his student loans. The DOE did consolidate some of his loans but would not consolidate all of them so we did received letters from the DOE saying his loans were out of default and NSLDS would be updated within 30 days. We waited again but in the end it was determined only some of his loans were consolidated and the others were in default. He needs to make 6 consecutive payments on those that are in default to be eligible for Title IV funding. When he left Kaplan last week he said he would be back in 6 months when his payments were made. We did allow him to stay in school once we had determined he was not eligible for funding because he had already past the tuition refund mark. We gave him places to go in town to try to raise the money for his tuition before the end of the term. He was not successful, at the end of the quarter we had to drop him. Redacted was a very good student, good attendance and good attitude towards his school work. He was very discouraged about his financial situation. He does owe us $5306.40 8/22/07- Requested student name and update from acting ED 8/21/07- Waiting for conference call, From RVP, The Cleveland Acting Director, Redacted knows who this ex-student is and knows the situation since she worked with him. I'll have her outline the details and send them to you this morning. 8/20/07- I started attending Kaplan Career Institute in February of 2007. I noted the overly eager sales representative who reeled me in. When I applied they told me they had to see if my financial aid loans have consolidated to allow me to attend. So I went home and the following day I was called and asked if I could get to class because I was okayed by the director to start. I was told by the instructors that the classes we were taking were going to count towards our licensing as electricians, but later down the road I began to hear differently. The School is accredited by the state, but the Electrician program was not recognized by the Electrical board. The school was very uncaring about it's students and the head of the Electrician program was very critical towards us. I found that their were some great teachers their who were also very frustrated with the program itself. I have been attending this school for half of the year and recently was told that none of my loans were consolidated. I was on director's list 5 times and had perfect attendance and grades. But after talking to the head of the Financial aid there was nothing that could be done to help me stay in school I will be dropped on August 9th of this year unless I can come up with $5,000. I was then told to continue coming or I would fail my current course and it may have to be retaken again if I ever find a way to continue funding my schooling. I am at great odds with this school because I have came to class even when I had an arguement with my family and was living in my car and still maintained honor roll and perfect attendance. They have allowed countless people to come into the program knowing that many of them if they have Felonies cannot get licensed. I am a father of 2 and I struggled going to work and to this school sometimes pulling a 20 hour day 3 days a week. This school treats its students like children we were also all reprimanded by the electrician head instructor for one person stealing a drill and copper. I was insulted because here I was faithfully paying my $50 a month to cover my balance and taking food out of my children's mouths to attend. The fact that this school only cares about money and not its reputation is quite disheartening.
ASSIGNED	:
STATE	: OH

CAMPUSNUMBER	: 62
STUDENTNO	: 33-09
PREV_ED	: HS Grad
SCHOOL	: Baltimore
STATE	: MD
REGION	: Mid Atlantic
GROUP	: East
DATE_RECD	: 5/20/2009
CLOSED	: 6/29/2009
AGE	: 40.00
PROGRAM	: MA
CONTACT	: Campus Redacted
DEADLINE	: Closed
STATUS	: Closed
CATEGORY	: Career Services
COMPLAINT	: Career Services: Insufficient survice
TYPE	: Campus Email to HO
COMMENTS	: 6/29/09- From ED: Had Redacted on my follow up list ... I talked to her tonight – she was excited – she found a job in the field –

6/26/09- Requested update from ED
6/15/09- ED spoke to her today- she is doing well has an interview.
6/13/09- From ED: Quick response.. YES, I did, she seemed satisfied with our progress in her career search. I've asked her to keep me in the loop. AND I will follow up with her weekly Campus' is my DCS
6/11/09- Requested update
6/8/09-From ED: She is in contact with my CS Reps and is meeting with them now 6/8 11:30 AM; she is meeting with Campus, her "new" CS Rep and I asked her to come see me after her appointment
6/4/09- Requested update from ED
5/28/09- Spoke to ED, he is going to work with the student personally
5/21/09- Saw that- she claims that she is doing most of the work... as long as she feels we are doing everything we can- I think she'll lighten up.
From ED: Not sure if you checked concoct manager – pretty clear record of the CS reps working for her, even a resume sent out today on her behalf.
I will schedule a meeting with her and introduce her to our DCS for follow up
Campus I just spoke with Redacted. She was pleasant and understands that the market is tough and we cannot "get" her a job but basically reiterated her statemont below. She feels as though the CS department is not taking her seriously and is capable of a higher level of service than what has received so far. As discussed, please have the DCS reach out to her and work with her going forward. Good news is- she has an interview tomorrow. I notified her that someone from the campus would be contacting her to set up an appointment.
5/20/09- From ED:Per the vm I left you. I called the student as soon as I got this and asked her to call me back
Complaint: To Whom it may concern: My name is Redacted Iam a alumni of Tesst College as of May 14, 2009. Im emailing you bcecause of the disappointing service that Ive recieved with the way Ive been sent out into the work force with such a unequal opportunity. Ive been out of my extern and finished with school since April 6, 2009. The career service adviser Campus was the first person that worked with me in the job search. I wasnt satisfied in anything she was doing on her part which was nothing. I made my own resume and have been applying for jobs by self ever since then. I told Campus May 6, 2009 about how Campus would call me in for appointments and talk about make-up and how she needed another job each and every time, Im getting sick and tired of this. Campus then Became my career service adviser. Campus has a good talk but yet do I have a job; Its been two months. She told me she dosent need to see or speak to me until May 28 "the job fair" because she has found nothing for me, but then she also told me like she tells everyone that my resume would be the first one she gives to an employer when she finds something . Well its been a month with her what is she doing if my resume is first looks to me like she hasnt found anything for any one in a month do to the promise she told me!. Ive been doing everything i can do to find a job by myself because the staff at Tesst college has been so unperfessional from teaching and coming to class like there were suppose to, all the way down to helping me find a job like advertised. In one situation career service told me to take job that was paying $8 an hour thats crazy I feel like they just want us to get out of there hair. I cant pay my bills with $8 an hour can you? No you cant and my loan wont get paid in June with that kind of change. Im very discuraged I feel that there needs to be somthing done Because Ive had a unequal opportunity to learn and I feel like there should be a refund of the 14000 dollars i paid because of the false advertisment and sorry service. Im a alumni I finished two months ago i should be priority but i still dont have a job, I have the dates when Campus was late to class or and never came also many class mates to explain the horible situation

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that was experince threw out these 10 months. The school never did there part I want help,or a refund because I waisted my energy. I need to talk to someone other than the president a higher power if these problem cant be resolved with the staff at the Catons ave campus. I want what I paid for and thats satisfaction and help, I have a angreo father and grand mother a police officer and a lawyer who are fed up with the run around that ive been getting. Finally I hope to hear from someono soon so it wont have to go that fare

Redacted

MONETARY : $0.00

CAMPUSNUMBER : 66
STUDENTNO : 68-09
PREV_ED : HS Grad
SCHOOL : Boston
STATE : MA
REGION : Northeast
GROUP : East
DATE_RECD : 8/24/2009
CLOSED : 9/24/2009
AGE : 31.00
PROGRAM : HVAC
CONTACT : Campus Emp.
DEADLINE : Closed
STATUS : Closed
CATEGORY : Academic
COMPLAINT : Academic: insufficient instruction
TYPE : Blog
COMMENTS : 9/24/09- Student in attendance with no furhter issues
9/18/09- Requested update from ED
9/10/09- Requested update from ED
9/3/09- Requested update from ED
8/27/09- The blog below appears to be from Redacted From the C-Vue notes, it appear the [redacted] was able to reach him on Tuesday after several attempts. Any luck since then getting him in to meet with you? Please provide an update once available.
8/24/09- From [redacted] Hi [redacted] The following KCI Charlestown student issue was in the latest KHEC blog report. Is there any way you could find out this students information and work with the school to remedy the situation?Kaplan Career Institute, Redacted. http://www.getdegrees.com/reviews/kaplan-career-institute
Type of Page: Review
Website: Get Degrees
Date: August 13, 2009
Blog Label: Negative
Topic: Reputation/Recommendation
Blog Classification: Existing Source
Observation:
Redacted says that he would not recommend Kaplan Career Institute. He says that at Kaplan the price is high and the instruction lacking. He is not happy with the quality of the faculty and says that lab experiences have been few and far between. He ends on a note saying, "This is a corporate run school and as such...Money is the main object, not the quality of the education provided".
MONETARY : $0.00

CAMPUSNUMBER	:	37
STUDENTNO	:	125-09
PREV_ED	:	Associates
SCHOOL	:	Davenport
STATE	:	IA
REGION	:	Midwest
GROUP	:	Regional
DATE_RECD	:	11/2/2009
CLOSED	:	11/9/2009
AGE	:	7.00
PROGRAM	:	IT
CONTACT	:	School Redacted
DEADLINE	:	Closed
STATUS	:	Closed
CATEGORY	:	SA
COMPLAINT	:	SA: student dosnt want to pay balance
TYPE	:	Campus Email to HO
COMMENTS	:	11/9/09- ED issed the official transcript to an employer of a student

Ok, I agree we should do what is in the best interests of the student and the campus
From School Well, I am concerned that the Military base will see us a difficult to deal with in the future. We have just started establishing good relationship with them and we have about 30 students from the base that It is expanding!
This would be an exception if you are willing to make it for the best interests of the student but may also encourage the student never to pay down her balance. Does she fully understand the ramifications of ignoring her financial commitment to the school and her lenders? Then again, she can't pay without a job so it's really a catch 22. We just have to be careful about granting the exceptions as we do not want to open the flood gates. Do you believe this grad is in communication with other that would adversely impact the decision to grant the exception?
From School I did make contact with the employer due to this being a job with the military and government an official transcript is need! So the transcript would only go to the military office and not to the student. I did check on if I could send and unofficial with letter, she stated that an official document was needed.
11/6/09- From ED: I will check. It is for a government job on the local military base.
Is there any reason the employer won't accept an unofficial with a letter from you?
Is it within policy to send a transcript to potential employer to validate the degree so she can get employed?
11/3/09- From ED: Well I had a crazy conversation with her this evening I told her I would not put up with her yelling that I would have a conversation! Additionally she is to send me the contact info for the employer and I will handle! I also tried to make an appointment with her for Monday. She then stated that she had been told to get a lawyer! I will keep you in the loop.
11/2/09- Perhaps set up a payment plan and after a 2-3 successful payments, her transcript is released. Although this is not warranted, it would be in her best interests.
From ED: Student is from 2006, Redacted She has a balance to the campus and is upset that we will not release her official transcript to her. She is stating she needs it for a job she is also attending another school. I have explained our policy that student must fullfill there financial olbigations in order for us to release her official transcript. I explained that i would gladly provided her with an un-offical and letter of explaination to her employer. She states that she paid to much money already, and that we should not have made here take those loans.I have tried to be supportive and customer sensative and come up with a resolution. She wants to complain about the situation to my staff and who will listen. Apparently this has gone on with her since she left I believe LDA is early 2007 or late 2006. Any recommendations on this one? I am planning to call her tomorrow at somepoint.

MONETARY :

O_C	:	Closed
CAMPUSNUMBER	:	38
STUDENTNO	:	90-10
PREV_ED	:	Somo College
SCHOOL	:	Cedar Rapids
STATE	:	IA
REGION	:	Midwest
GROUP	:	Regional
DATE_RECD	:	8/3/2010
DATE_CLOSED	:	8/4/2010
AGE	:	1.00
PROGRAM	:	Accounting
CONTACT	:	School
DEADLINE	:	Closed
STATUS	:	Closed
TYPE	:	Career Services
COMPLAINT	:	Career services
TYPE2	:	Gainful Employment
COMMENTS	:	8/3/10- From School to student: I understand from an e-mail that I received that you have some concerns about your extern experience and training. I tried to call you at Redacted but it is not working. Also tried other numbers that you had furnished but could not reach you. Please give me a call so we can discuss your concerns. From ED: I have done a quick review of cvue comments and Redacted has sought placement several time since graduating in Oct 2008. School made numerous contacts and they indicate that Redacted did not do proper follow up, wanted to be very selective in the types of companies she applied to, changed/lost her cell phone etc. last contact was October 2009. I will have School the new DCS, contact her asap to get more information and create a fresh start. Hi School This complaint came through as part of the outreach to student pertaining to the Gainful Employment letter writing campaign. It is essential that you contact this student ASAP to address their complaint and provide an update to this group. Please let me know if you have any questions. complaint: I tend to agree with this proposal. Your Career Placement Service is horrible. I graduated Summa Cum Laude. I have been into the Cedar Rapids office several times. They have not helped me at all. I cannot pay back my loans at the present time because my wage is so small, I don't have the funds available to me. If you all would work harder at placing graduates, you would be a much better institution.
MONETARY	:	$0.00
AGE_CLASS	:	31-60

O_C	: Closed
CAMPUSNUMBER	: 32
STUDENTNO	: 471-10
PREV_ED	: Bachelors
SCHOOL	: Portsmouth
STATE	: NH
REGION	: New England
GROUP	: Regional
DATE_RECD	: 7/13/2010
DATE_CLOSED	: 7/16/2010
AGE	: 3.00
PROGRAM	: MA
CONTACT	: School
DEADLINE	: Closed
STATUS	: Closed
TYPE	: Career Services
COMPLAINT	: Career Service: Insufficient
TYPE2	: Facebook
COMMENTS	: 7/16/10- From School Hi School I'm here, I took School to lunch and forgot to take my Blackberry off silent. I spoke with Redacted and the call went very well! ? As you can see from her message below she was very happy to receive a call from me. During our conversation, she explained that she was frustrated because many of the job leads she received were the same ones posted on the job boards. I told her that several Recruiters will submit a job order to Career Services and will also place an ad for that position on the job boards, so it isn't uncommon for her to see an overlap. I went on to explain that the benefit of using Career Services is that we have relationships with those Recruiters; this allows us to reach out to the Recruiters on behalf of the students to increase their chances of getting an interview. I advised her to tell School the Portsmouth Career Advisor) when she applies for any positions and School will gladly follow up on her behalf.

Redacted also mentioned that since School started in Portsmouth she has not received any job leads from Craigslist, and there has been an increase in the quality of the leads sent to her. I told her that our Department is committed to helping her find employment and that she shouldn't hesitate to reach out to me if she is unhappy. I asked her to forward me a copy of her resume & cover letter and said that I'd give her feedback on it to help her chances of getting an interview. I'll keep you posted on our progress. Have a great weekend! Thanks!

From School School is out of the office today, and has not answered his BB—I've left vm asking him to call me.

From School I spoke to School our Career Services Advisor in Portsmouth, who reported that Redacted had not complained about placement to her, and had actually come in for resume help. School did hear from one of the MA sites that Redacted interviewed with, however, and learned that Redacted did not leave a very good impression. She apparently indicated that she preferred not to work with old people. It sounds like the interview and the unwelcome result occurred recently, which may have precipitated the Facebook posting.

School insists that she did not send any postings from Craigs List.

I also spoke to School our Director of Career Services, who planned to contact School directly. I am currently on vacation, so I have copied School on this message. Hopefully he can add his comments

7/13/10- From School Yes, we will follow up and let you know the results

Hi School and School. The below Hesser student filed a complaint on Facebook (please see below) regarding placement. Could you please have your DCS reach out to the student to address her concerns? She is a graduate of 3 of our programs but it appears she is most interested in working in the MA field. Please provide an update to this group on the results of your outreach

From School Hesser graduate posted the following complaint on Facebook. Can you connect with the school about this issue, and I will work to post our requisite response that the campus will be reaching out to her? Thanks!

Redacted The job assistance program really is NO help what so ever! I graduated in Feb with my Diploma in Medical Assistance... ..hmmm still no job and I have not seen any leads from Hesser since probably May....and when I do get leads, they are from Craigslist, hello don't you think the students are already looking there too????? How about some real leads??

MONETARY	:	$0.00
AGE_CLASS	:	<30

NUMBER	:	38
STUDENTNO	:	65-08
PREV_ED	:	HS Grad
SCHOOL	:	Cedar Rapids
STATE	:	IA
REGION	:	Midwest
GROUP	:	Central
DATE_RECD	:	10/1/2008
CLOSED	:	10/13/2008
AGE	:	12.00
AGE_GROUP	:	<30
PROGRAM	:	BA
CONTACT	:	School Redacted
DEADLINE	:	Closed
STATUS	:	Closed
CATEGORY	:	Academic/FA
COMPLAINT	:	Academic/FA: student not happy with academic experience or FA
TYPE	:	Blog

COMMENTS : 10/13/08- From ED: Actually Redacted came in and spoke when he dropped on Monday, Oct 6. He was very nice. I briefly met with him, with School present again, and expressed that I didn't want any hard feelings over anything and again offered him tutoring. He was very polite and said it really wasn't anything about the college; he was frustrated with himself for not being able to pass the classes. He didn't think he was capable. So we shook hands and just chatted a bit. His "wife" also attends Kaplan and she said she has no intentions of quitting school and is happy here. So, we'll see what happens

10/6/08- From C-Vue: Student called to ask what the procedure would be to drop from the university. He stated he would be transferring to Kirkwood CC. I told him he needed to come in and talk to School and sign the appropriate paperwork to complete the withdrawal process. He stated he would do that. Redacted came in to drop from Kaplan. I told him the ramifications of being dropped and he said that he is decided. He signed the SSCR and I submitted it to School this date.

10/4/08- From ED: Yes - I met with Redacted with School Academic Dean, present. Redacted did not hesitate to tell me he wrote the messag on rip off report. I asked him why and he said because we are a rip off just as he said. He clearly did not understand the academic progress requirements. School I both reviewed with him not only the gpa requirements but the progression requirement. We informed him he has 2 more terms in which to complete his degree, not counting the term he is in. I offered him private tutoring from a work study student to help him meet sap requirements. (not in a group setting but one on one) I asked him if there was anything else I could do and he said no "this place is still a rip off and will always be a rip off". I asked him why he continues to go to school at Kaplan when he feels that way. He didn't really know. We then talked about whether or not he should be a student at the college if he truly felt it is a rip off. I again offered tutoring and asked him to make a decision as to whether or not he wanted tutoring or if he was planning to leave school. I expressed to him it is not appropriate to go around bashing an Institution that he attends. He still didn't get it. But he did get upset with me for confronting him. I read the blog about the campus. Strange stuff. I don't frankly know what he is talking about. I haven't overheard anyone at lunch and have not been out to the lunch with the student advisor. So can't help you on any of the info. He's mad and that's about it. And I know from the prior Redacted incident several years ago, that legal will tell me to ignore him. . This of course was after he followed me around the state to meetings, watched my home, and took pictures of me without my knowledge. In Redacted case a judge eventually told him he was ill and needed help

10/3/08- Requested update from ED

10/1/08- From ED: We believe the student is Redacted, a current student, who fits tha academic issues described. I will speak with him

I wanted you to be aware of the blog (link below) sent to me by the PR department. There is little to no information other than a screen name (Redacted) and complaints about the FA and Academic depts to identify this student. If you or your staff has any information or leads to who this may be- please contact the student and provide an update to this group.

From PR: Posted 9/15/08- Blog: When I first thought about going to college I was rather excited about the possiblity if earning a degree and bettering myself and my future. I wrongly chose Kaplan University here in Iowa. First and foremost the school is a plain ripoff from the get go, you pay an atonishing 30,000 for your program, which for most people is a lot of money!!! Second you have to deal with Financial Aid which for the most part is a headache in itself, I myself had to consolidate my loans but I still recieved bills from the loan company Loan Direct. I was under the assumption that I was in deferment(that was what I was told by Financial Aid) and then they screw with your living expense checks. by this I mean if you have bad attendence they withhold your money from you (a federal offense) they never cease to do this to students every term.... Next they have some really challanging classes and they expect you to keep up with instructors that go to fast. you go into their academic success center only to find no tutors there to help you, from the get go Kaplan told me that they were there to help students succeed, yeah right!!! Then when you have a attempt at the school and for some reason have to drop out and then you go back and start with 4 F's It becomes virtually impossible to bring back your GPA and then when you do and bring that GPA over 2.0 they proceed to let you know that you under probation. Simply BS because they don't tell you.. they just fraud you to get your money.....

MONETARY :

NUMBER : 7
STUDENTNO : 215-08
PREV_ED : HS Grad
SCHOOL : Modesto
STATE : CA
REGION : California
GROUP : West
DATE_RECD : 2/20/2008
CLOSED : 2/27/2008
AGE : 7.00
AGE_GROUP : <30
PROGRAM : RT
CONTACT : Campus Redacted
DEADLINE : Group Unresponsive
STATUS : Closed
CATEGORY : Administration
COMPLAINT : ED complaint
TYPE : Student email to HO
COMMENTS : 2/27/08- From ED: I have not heard anything complaint arose 2/18/08 LDA: 2/28/08
Received the original complaint from ED, waiting for an update on situation, group has been unresponsive.
2/22/08- All- Can you provide me with an update on this complaint? Has there been any guidance given as requested by Campus in the last paragraph of his response? Can someone please forward me a copy of the original complaint for my files?
2/21/08- Requested additional information from Campus on forwarded complaint
2/20/08- From ED: Please accept this as my response the Redacted complaint submitted to Campus Campus on February 18, 2008. It appears that Redacted has four specific areas of concern which I will address in the order delivered. Her first area of concern regarding her Math 100 instructor not being knowledgeable and that she was being tested like a guinea pig. Response: I don't understand her comment that I "hemmed and hawed" nor do I agree with the tone she is presenting. I did not and would not take such a cavalier attitude towards instructors failing in the classroom. I did address her concern and told her that Campus Campus and I were aware of the situation and that we were working on a solution. I acknowledged that this was the first time the instructor taught the class and unfortunately at times we find that we may need to make adjustments. After reviewing the complaints we realized Campus (the instructor) while well qualified to teach the course was not well suited for it so we made an immediate chenge. That was when Campus took over the class while offering tutoring sessions before and after the class. I believe this is in part why she did in fact pass the course. The second area of concern regarding schedules being posted in a timely manner and that she felt I was talking down to her and that I get irritated with her. Response: I was sitting in my office with Campus Campus (my DOF) last Wednesday evening when Redacted approached me rather aggressively requesting an explanation as to why the schedules were so late and why her schedule was created the way it was. She initiated the conversation by stating that she signed and enrollment contract that clearly stated that her schedule would be 5:30pm-9:30pm Monday-Friday however since she has received transfer credit she would not be taking a full a load and she needed to know which nights she would be attending well before the beginning of the module. She was also concerned about the actual time she would be attending each evening. I responded that the schedules were late due to a temporary shortage of manpower in the Registrar's office and that there were several changes in instructor schedules. She assertively disagreed and said that Campus Campus (the Registrar) told her that it wasn't her fault and that she didn't get the schedules from the PD until 7pm the day before. I replied that even if we had completed it a week prior they would have been inaccurate anyway due to the changes in the instructor's schedules. I also reiterated that while the enrollment contract may state the schedule the contract also states the college reserves the right modify or change the schedule as deemed necessary. I then suggested that she discuss this topic with Campus (DOE) or Campus (ADOE) for further clarification es it pertains to the actual days or times of her schedule. I added that I did not want to misguide her and they were bettor prepared to answer her questions. She appeared to be dissatisfied with my answer and left my office and went back to Campus office. I must say that my demeanor was polite but firm and direct. Perhaps she misread it to be irritated unfortunately I cannot speak to how she felt. I also don't understand her statement that I get irritated with her. This implies that I am familiar with her and that we have had continued communications when I can only recall speaking with her on two occasions. The third area of concern regarding my interrupting Campus while teaching and on the same or separate occasion (not certain) he was unable to teach the entire class schedule. Response: I am not familiar with this incident however I can say that over time there have been occasions when I had to momentarily interrupt him for urgent matters. This issue will be resolved this next module when we hire another full time instructor. An offer has bean accepted and I believe he will be starting with our new Clinical Director of Education on or around March 5th. The final area of concern requesting that I be more respectful and understanding and that I treat them as if they are important. Response: I'm somewhat at a loss with this concern. I treat all students as they

are important and have an open door policy with all. As everyone knows I conduct town hall meetings every six months or so as a general assembly. However, the RT students have very specific topics that need to be addressed that do not pertain to the diploma and CJ students so I have separate town hall meetings just for them. I feel it's important to keep all the students informed and I have actually conducted three town hall meetings just for the RT students within the past six months. I have found that the RT students require additional attention at times and by conducting these meetings the frequency of complaints and dissatisfaction has been greatly reduced. I must admit that there have been times when the students do not like or agree with some of the campus policies we have put in place and are very vocal about it. For instance, I have recently initiated new security policies for front desk check in and I must admit the group that was most non-compliant and unhappy were the RT students. Even after communicating to them that the added security measure was for their best interest a number of the RT students continued to challenge the policy. I am happy to say that during the past several weeks we have had only one incident where a student assertively challenged the policy. In closing, I appreciate the opportunity to address these concerns with you and would be more than happy to discuss them with Redacted Of course, I will not discuss any of these topics with her until I receive your approval and guidance. Please let me know if you need any more information.

2/18/08- Complaint: Dear Campus My name is Redacted and I am currently attending Maric College as a Respiratory Therapist student. I am writing to you because I am very irritated with the President of the college Campus It first started in my second modular in Math 100. We were given a teacher that had NEVER taught math before. Three weeks into the modular everyone in the class was so lost. I talked to the Director of Education, Campus first and was basically told to be patient. I then called Campus and asked to be pulled out of the class and I would make it up later when the actual "math" teacher was available. He hem hawed around and told me to just come that night to class and things would be different. Before class I was in the break room and Campus came in so I introduced myself to him, being we had just talked on the phone, and he told be they were just trying this instructor out to see how it would work. I said that I didn't appreciate being the guinea pig! His response was that it was trial and error! When I went to class that night Campus had taken over the class, which was a great thing but we were already half way through! I did pass the class, thank goodness! My other issue is that the school is not getting our schedules to us in a timely manner. The next Modular after that we didn't get schedule until 2 days before it was to start. The modular I am in now, the schedule wasn't even ready until the day the modular was starting! Students were instructed to go to the registrar before class started @ 5:30 pm to get schedules. I understand that we are scheduled to be in class from 5:30 to 9:30 pm Monday thru Friday, but I only had to take 2 of the 4 classes scheduled for this modular! I went to Campus the night before the new modular was to start and he told me that registrar was short handed but I knew for a fact already that registrar didn't even get the schedule from the director until 7:00 pm the night before! When ever talking to Campus I feel I am being talked down to and that what I have to say is not important! He gets very irritated with me. Other students have felt the same way. The Pharmacology I and Cardiopulmonary class I am now taking is taught my Campus He is an excellent teacher. Love him to death. But he is constantly be pulled from class (by Campus The second night of class he was 45 minutes late to class, taught for 20 minutes then we were instructed to take a 10 minute break which turned out to be more like 20-25 minutes. The Respiratory Therapy Program is a $33,000.00 program! The most expensive course you offer. I am not asking that my education be handed to me, I realize I have to work for it and work very hard!! I don't appreciate being treated like I am not important to this school. Campus seems to feel that the RT students are constantly demanding and wanting everything handed to them. This is further from the truth. I feel he needs to show us a little bit more respect and understanding. He is always preaching to us that when we go out on our rotations to not talk bad about the school, because I guess it has happened. I would never ever do that but I understand how some of the younger student may, because that don't know any better. I am almost 50 years old. Trying to better my self at this age is not easy, but Campus is not helping the situation by acting the way he does!

Campus I am pleading with you to please look into this manner. Not only for me but for all students. Thank you for taking the time to read this e-mail and hopefully I will be hearing from you soon Redacted RT Student @ Maric College, Salida, CA

MONETARY :

Contest Guidelines

Kaplan Higher Education Corporation
Document 23, Page 1

Contest Guidelines

Contests can be held to reward employees for achievement in:

- Appointments
- Interviews
- Starts
- Enrollments
- PDLs
- Show rate for the start
- Customer service

Contest Guidelines—Acceptable Rewards

- Lunch/dinner as a team

(Max spend is $25/person – lunch, $50/person – dinner)

  - A business discussion must occur during the meal
  - Lunch/dinner can include activities such as purchasing groceries and having a cookout, picnicking at a local park, etc.
  - Documentation of the discussion must be written and kept on file by the DOA

- Lunch/dinner with the DOA
- (Max spend is $25/person – lunch, $50/person – dinner)
  - A business discussion must occur during the meal
  - Documentation of the discussion must be written and kept on file by the Director of Admissions (DOA)
- Teambuilding/business activity (mini-golf, bowling)
  - $50/person including food/beverage/transportation
  - Discussion requirements apply

Contest Guidelines—Acceptable Rewards

- Office supplies (subject to exclusive business use limit)
- Special Parking spot in company lot (assumes no charge to park in lot)
- Honorary "DOA for a day"
- DOA performs office tasks for the team members
  Plaques/awards/trophies
- Items on the Approved Contest Prize Website that are rewarded within the guidance set out in the Approved Contest Templates (more details to come)

Contest Guidelines—Unacceptable Rewards

- Time off
- Gift certificates/cards
- Cash
- Spa packages

Contest Templates

- Approval is not required if the contest falls within the general categories and themes
- Ranges given in these templates are **strongly encouraged** to avoid potential infringement of laws governing educational recruitment
- Prizes cannot exceed $50

Contest Templates

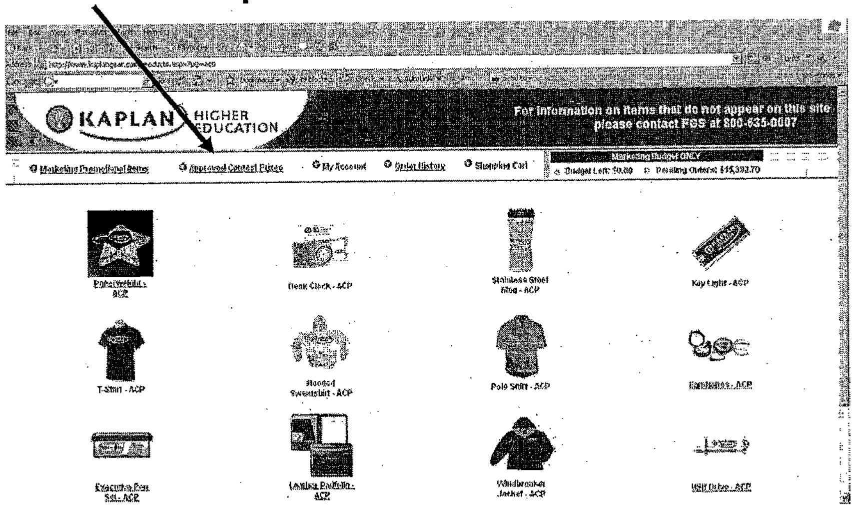
Let's look at the templates.

Approved Contest Prize Website

- Site that only DOAs can access
- Bill will be sent directly to your school. Will NOT be automatically deducted from your advertising account.
- All items branded with your campus name and logo

- CANNOT use any other vendor or any other types of prize.
- These are the ONLY items approved by Kaplan legal

Must order prizes from this tab.



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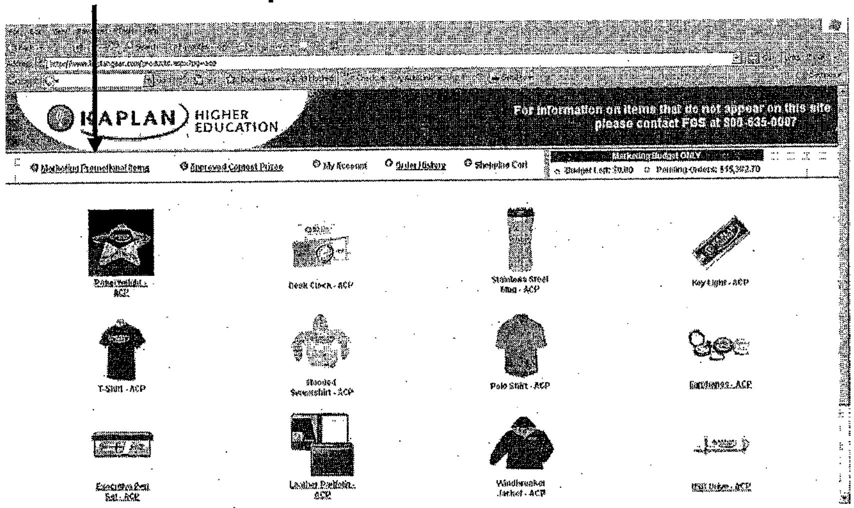
NEVER order prizes from this tab.



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Approved Contest Prize Website

- Contact Marketing Employee or Marketing Employee if:

- You are a DOA and do not have a username and password

- You have not received training on how to navigate and order www.KaplanGear.com

Action Required

- Create contests within the contest templates.
- If you create a contest and are concerned whether the reward is appropriate or not, please send the idea to your Regional VP of Admissions for approval before instituting the contest.

QUIZ TIME!

KHE 0048314

Kaplan Higher Education Corporation
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Scenario 1

Your campus is changing out monitors for flat screens and your department can only get two at this time. You want to award the two reps who start the most students this month with these flat screens.

1. Is this an appropriate contest and reward?
2. If no, how can it be adapted to fall within the contest guidelines?

Scenario 2

You are running a month-long PDL contest wherein reps compete for the highest number of PDLs generated. You have a $50 Kaplan wind-breaker and want to use that as the reward.

1. Is this an appropriate contest and reward?
2. If no, how can it be adapted to fall within the contest guidelines?

Scenario 3

You are running an appointment setting contest for a 3-hour phone-a-thon. The rep who sets the most appointments will receive a set of Kaplan note cards and gets to leave an hour early on Friday.

1. Is this an appropriate contest and reward?
2. If no, how can it be adapted to fall within the contest guidelines?

Scenario 4

You are running an week-long interview contest. You plan to reward the representative that conducts the most interviews with a $18 executive pen set that you saw at a shop in your local mall.

1. Is this an appropriate contest and reward?
2. If no, how can it be adapted to fall within the contest guidelines?

Scenario 5

You take your entire team to dinner for overachieving your start goals. Each meal is approximately $30.

1. Is this an appropriate contest and reward?
2. What must you make sure to do during and after the dinner?

Kaplan Admissions Advisor Compensation Plan

Overview

The goals
- A performance-based compensation plan with excellent salary opportunities for top performers
- Job security for good advisors who historically have had challenges reaching Cohort 5 expectations
- Simple, easy-to-understand goals and expectations
- Month-to-month consistency in expectation and performance

Advisors will have the opportunity to move into salary tiers based on performance rather than tenure. Performance includes Compliance, Professionalism, Presentation Mastery, Student Starts, Participation in Training and Initiatives. At the end of each six-month employment period, advisors' performance will be evaluated and salaries will be adjusted upward or downward based upon performance. Advisors must achieve the minimum standards listed in each category in order to move into that tier. For example, an advisor who achieves a Diamond level on the Quantitative category but a Sapphire level on Qualitative category will move to the Sapphire level. Throughout each six-month period, feedback on advisors' performance and the tier to which they are tracking will be made available.

The first review for new hires will take place 3.5 months after their hire date and will include their first 3 months on the floor. New hires will have the two options for extending their first review. They may extend it by 2 weeks or 3 months.

Upon entry into a tier, advisors will receive the lowest salary for that tier. Advisors who qualify for the same tier again will be eligible for a merit increase within that tier.

- At each 6 month review within the same gem level advisors will receive a 1.5% salary increase. Advisors will be eligible for the increase for up to 5 reviews within the same gem level. With the exception of Diamond and Sapphire levels, salaries will be capped at the fifth review in the same gem level.
- Advisors who jump gem levels and return to previous gem levels will be evaluated at the next review within that gem level. For example, an advisor who is at Topaz for Review 1, moves to Ruby for Review 2, and returns to Topaz for Review 3, will be earn the Review 3 salary for Topaz ($43,269)
- Advisors who remain at the Developmental Gem level for multiple reviews are not eligible for salary increases.

Gem	New Gem	2nd Review in Gem	3rd Review in Gem	4th Review in Gem	5th Review in Gem
Diamond	$ 100,000	$ 101,500	$ 103,023	$ 104,568	$ 106,136
Sapphire	$ 70,000	$ 71,050	$ 72,116	$ 73,197	$ 74,295
Emerald	$ 65,000	$ 65,975	$ 66,965	$ 67,969	$ 68,987
Amethyst	$ 60,000	$ 60,900	$ 61,814	$ 62,741	$ 63,682
[illegible]	$ 55,000	$ 55,825	$ 56,662	$ 57,512	$ 58,375
Garnet	$ 50,000	$ 50,750	$ 51,511	$ 52,284	$ 53,068
Topaz	$ 42,000	$ 42,630	$ 43,269	$ 43,918	$ 44,577
Aquamarine	$ 37,000	$ 37,555	$ 38,118	$ 38,690	$ 39,270
Opal	$ 35,000	$ 35,525	$ 36,058	$ 36,599	$ 37,148

Developmental	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000

Tier Definitions

-Training
(Salary $30K/annum)
-Qualitative Less than 60%
-Quantitative Less than 32 points/month on average

-Opal
(Salary range $35K + Kaplan matriculation bonuses)
-Qualitative 60% or greater
-Quantitative 32-41.99 points/month on average

-Aquamarine
($37K + Kaplan matriculation bonuses)
-Qualitative 65%
-Quantitative 42-47.99 Points per month on average

-Topaz
($42K + Kaplan matriculation bonuses)
-Qualitative Score of 70% or greater
-Quantitative 48-53.99 points/month on average

-Garnet
($50K + Kaplan matriculation bonuses)
-Qualitative 75%
-Quantitative 54-63.99 Points per month on average

-Ruby
($55K + Kaplan matriculation bonuses)
-Qualitative - 80% or greater
-Quantitative - 64-71.99 or more points/month on average

-Amethyst
($60K + Kaplan matriculation bonuses)
-Qualitative 82.5%
-Quantitative 72-79.99 Points per month on average

-Emerald
($65K + Kaplan matriculation bonuses)
-Qualitative - 85% or greater
-Quantitative 80-95.99 or more points/month on average

-Sapphire
($70K + Kaplan matriculation bonuses)
-Qualitative - 90% or greater
-Quantitative - 96-199.99 Points per month on average

-Diamond

($100K + Kaplan matriculation bonuses)
-Qualitative Score of 95% or greater
-Quantitative - 200 Points per month on average
<u>Points</u>
Points will be awarded based on several factors

Student starts
- Credential (Program Type)
- Vertical (Military, B2B, Chat, etc.)

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Vertical	Certificate	Associates	Advanced Start	Bachelors	Masters
A&S	4	13	20	16	14
CJ	3	7	14	10	9
IT	4	10	17	13	12
BUS	4	10	17	13	12
EDU	3	8	15	12	11
MBA	3	8	15	12	13
MS CJ	3	8	15	12	13
Military	3	8	15	11	10
B2B	3	7	11	9	9
NUR	3	9	12	10	9
Chat	2	6	10	8	7
All Skills	3	10	16	13	11
ORS	3	3	3	3	3

Additional points will be awarded based on the following:

Student Type	**Points**
PDL (Referral)	+2
Large Deposit ($195+)	+1
Cash Pay	+1

Each advisor will also have the opportunity to earn 10 additional points each month for the following:

Activity	**Points**
Perfect Attendance (no tardiness, no absences except preapproved PTO)	2
Training Session Attendance – Assisting with 1 or more sessions or attending 4 or more sessions	2
Mentoring	2
New Initiative Participation	2
Late Shift (noon to 9 or later at least 3 nights/week)	2

Weekly Minimum Standards

Weekly minimum standards have been developed to ensure that advisors are on track to meet the minimum requirements of the position.

Advisors who have brought in 2 enrollments in the previous 2 week period are exempt from the minimum standards. For the 2 enrollments/2 week exemption no adjustment is made based on time out of the office. Advisors who have worked an incomplete schedule and have brought in fewer than 2 enrollments in the previous 2 weeks will be subject to the weekly minimum standards.

The **weekly minimum standards** are prorated for time out of the office. Advisors who have not brought in at least 2 enrollments over the previous 2 weeks must hit the following metrics

Minimum Standards					
Days Worked	Interviews	Applications	Enrollments (Trailing 2 Weeks)	Talk Time (Seconds)	TT (Hours)
1	1	0	0	5,400	1.50
2	2	0	0	10,800	3.00
3	4	1	1	16,200	4.50
4	5	1	1	21,600	6.00
5	7	1	1	27,000	7.50

- Admissions Advisors are exempt from the minimum standards for their first 2 months on the floor following classroom training graduation. (Note: 2.5 months after start date)
- Admissions Advisors in their first 90 days must achieve at least a quantitative score of 20 points per month and a qualitative score of 50% for their initial 90 day review to retain employment.
- Advisors who achieve a Ruby tier or higher at their last review are exempt from all minimum standards
    - To maintain this exemption, advisors must achieve at least the Ruby start goal for their vertical and their respective cohort each start term.
    - Advisors who fail to maintain at least a Ruby tier or higher start goal each cycle, are then subject to the weekly minimums until their next review date. This could be at five and half months or for only one month for example, depending upon the point at which you miss the cycle goal for the Ruby tier within your vertical and respective cohort.

One-on-one coaching and feedback will be provided to all advisors not on track to meet minimum weekly standards.

Failure to meet minimum weekly standards may result in disciplinary action up to and including termination of employment.

- One week of performance below weekly standards will result in a verbal warning. The verbal warning is removed if the advisor reaches 2 enrollments in the previous 2 week period or meets the minimum weekly standards.
- A second consecutive week of performance below weekly standards will result in a Personal Improvement Plan that will remain in effect for 2 weeks. The PIP is removed if the advisors meet the minimum weekly standards and/or the rolling 2 enrollments for the next 2 weeks.
- At any time during those 2 weeks, a third week of performance below weekly standards will result in a Written Warning that will remain in effect for 60 days.
- At any time during the 60 days following a Written Warning, a week of performance below weekly standards will result in a Final Warning.
- At any time during the 60 days following a Final Warning, a week of performance below weekly standards will result in termination. Standards will be prorated based on PTO time. Exceptions to this policy may be made by a VP of Admissions or Human Resources.

*Not applicable to advisors in protégé status. Separate weekly expectations and standards will be applicable for ORS advisors.

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Nursing Admissions Quality Contact Call Rubric

Qfiniti form name: ADM - Nursing Sales – form

Last Updated: 12/04/2008 (by: CCS Quality Division)

Contact Calls

Attribute	Yes	Yes / Coach	No	N/A
Advisor provides "call will be recorded" disclosure	Advisor provides the "this call may be monitored or recorded for training purposes" disclosure and within the first 30 seconds of the call, which begins once the intended party is on the phone.	N/A	Advisor mentions the "call recording disclosure" after the first 30 seconds, or does not mention the disclosure at all.	The recording does not contain this portion of the call, or the call was a direct inbound call that came through the automated system.
Proper Opening/ Introduction	Advisor identifies self (using first and/or last name), Nursing Admissions and Kaplan during the introduction, as well as ensures they are speaking with the right person.	Advisor does parts of the introduction (Self/Nursing Admissions/Kaplan) and ensures they are speaking to the right person.	Advisor does not provide any introduction, and/or he or she does not ensure they are speaking to the right person.	The recording does not contain this portion of the call.
Empower student to respond/ Advisor call control	Advisor encourages the prospect to talk about him/herself, yet maintains control of the call.	Advisor encourages the prospect to talk about him/herself. Advisor made an attempt to maintain control of the call.	Advisor does not provide opportunities for the prospect to express themselves. Advisor did not maintain call control.	This interaction type does not warrant this kind of behavior.
Asks probing Questions to Gauge Students Interest	Probing questions were used to get further detail from prospect on their challenges, motivations and level of interest. Using open-ended or closed-ended questions where appropriate.	Probing questions were asked – but the proper information was not solicited to help acknowledge and address challenges, motivations and or level of interest.	Minimal to no probing questions were used – but opportunities were present.	No probing questions were required during this interaction.
Build Rapport w/ Prospect	Advisor makes an attempt to build/maintain a connection with the prospect by using small talk and appropriate use of verbal expressions.	N/A	Advisor did not make an attempt to build/maintain a connection with the prospect. Did not make use of small talk.	N/A

KHE 0049214

Kaplan Higher Education Corporation
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Nursing Admissions Quality Contact Call Rubric

Qfiniti form name: ADM -- Nursing Sales – form

Last Updated: 12/04/2008 (by: CCS Quality Division)

Contact Calls Continued

Attribute	Yes	Yes / Coach	No	N/A
Advisor Overcomes Objections	Advisor makes 2 attempts to overcome the objection by using a response which was directly related to the objection. Advisor used a response which was directly related to the objection. Advisor did not initiate any objections. ***For Exceptions to Overcoming Objections Please Refer to the ADA Guidelines**	Advisor made 1 attempt to overcome the objection by using a response which was related to the objection. Advisor used a different response, but the relationship to the objection could still be derived.	Advisor made no attempt to overcome the objection. Advisor used a response that was totally unrelated to the objection, or did not respond to the objection at all.	N/A
Active Listening	Advisor listens attentively to prospects responses and questions. Does not require the prospect to repeat responses or jump to conclusions.	Advisor listens politely to the prospect. Advisor does not recall information where relevant later in the call and needs to ask questions for which answers were already given.	Advisor does not listen to the prospect rather they ignore the responses and/or interrupts the prospect.	N/A
Schedule Specific Callback w/ Agenda	Advisor sets a specific follow up date and time, when appropriate, with the prospect. Details the steps to getting the prospect enrolled and attending Kaplan.	Advisor sets a specific follow up date and/or time with the prospect when appropriate, but does not provide an agenda.	Advisor does not set a specific follow up time and date.	N/A
Advisor was Professional in His or Her Demeanor	Advisor exhibits a courteous and generally businesslike manner during the interaction. Advisors approach demonstrates a willingness to assist the prospect.	Advisor exhibits some professional components but others require work. Advisors approach demonstrates a willingness to assist the prospect. (Please be sure to cite those components requiring work).	Advisor lacks professionalism in his or her demeanor.	N/A
Use of Proper Closing Statement	Advisor asks prospect if they have any further questions. Advisor ensures the prospect has their contact number and thanks them for calling Kaplan. (Toll free number not required on Inbound calls)	Advisor uses most of the appropriate closing statement for the interaction.	Advisor does not use appropriate closing statement.	Proper Closing Statement was not required for this interaction.

Nursing Admissions Quality Contact Call Rubric

Qfiniti form name: ADM - Nursing Sales – form *Last Updated: 12/04/2008 (by: CCS Quality Division)*

Areas of Integrity

Attribute	Yes	Yes / Coach	No	N/A
Advisor Keeps Dialogue within their Boundaries	Advisor does not overstep his/her authority by discussing specifics outside their department or boundaries. Advisor provides direction and guidance on where to go for further information. (Example: Financial Aid-Do's and Don'ts, FAFSA, Loan Quiz, Request\Imply to take conversation offline, Academic Advising, etc...)	Advisor does not overstep their authorized bounds, but does not provide direction and guidance on where to go for further information.	Advisor initiates dialogue to respond to questions outside their domain.	Dialogue initiation to respond to questions was not required during this interaction.
Accurate information Provided	Advisor provided accurate information to the prospect/student.	Advisor may have made an error in information, but went back, explained error and provided accurate information.	Advisor provided inaccurate information to the prospect/student.	No information was provided during this interaction.
Discussion of Multiple Lenders	Advisor followed protocol by not discussing Multiple Lenders or implying an opinion of any lender.	N/A	Advisor did speak to the prospect concerning lenders, or implied an opinion of a lender.	N/A

KAPLAN UNIVERSITY

Davenport Campus

1801 East Kimberly Road, Suite 1, Davenport, Iowa 52807 (563) 355-3500 (800) 747-1035

ENROLLMENT AGREEMENT

PERSONAL INFORMATION

Name: ______________________________ Maiden: ____________

Last First MI

Street Address: ______________________________

Street City State Zip

HomeTelephone: ____________ Work Telephone: ____________ SSN: ____________

D.O.B.: ____________ Are you a Veteran? ☐ Yes ☐ No

Email: ____________ Cell Phone: ____________

EDUCATION

High School: ______________________________ Graduation Date: ____________

City: ______________________________ State: ________ Zip: ________

G.E.D. Obtained At: ________ State: ________ Zip: ________ Year: ________

College: ______________________________ Dates Attended: ____________

City: ______________________________ State: ________ Zip: ________

College: ______________________________ Dates Attended: ____________

City: ______________________________ State: ________ Zip: ________

PROGRAM

Program: ______________________________ Length in Credit Hours: ____________

Convicted felons are not eligible to take the Certified Medical Assistants (CMA) Certification Exam unless a waiver is granted by the Certifying Board.

Start Date: ____________ Expected Graduation Date: ____________

My first schedule preference is: ☐ Majority DAY ☐ Majority NIGHT ☐ Majority ONLINE

FINANCIAL

A $20 enrollment fee is due at the time this agreement is completed. If the applicant is not accepted or if the student cancels this contract within three business days, this fee will be refunded. Applicants not accepted by the University shall be entitled to a refund of all monies paid. Applicants not accepted by the University due to unsatisfactory results on a required criminal background check shall forfeit the enrollment fee.

The tuition for my undergraduate program will be $_________ per term for 12 to 16 credit hours for Certificate or Associate Degrees; 12 to 18 credit hours for Bachelors Degrees; and 14-19 credit hours for the Practical Nursing Diploma, plus $_________ per credit hour over 16 for Certificate or Associate Degrees; 18 for Bachelors Degrees; 19 for the Practical Nursing Diploma, based on current tuition rates. If taking fewer than 12 credit hours in a certificate, associate or bachelor's program, the charge is $_________ per credit hour. If taking fewer than 14 credits in the Practical Nursing 1240 Diploma program, the charge is $_________ per credit hour. I understand that the term tuition rates are subject to change. A registration fee of $_________ is due at the time this Agreement is signed.

The tuition charge for my graduate program will be $_________ per credit hour for the Master of Business Administration (MBA). I understand that the per credit hour tuition rates are subject to change. A registration fee of $_________ is due at the time this Agreement is signed. In addition, a $_________ per term technology fee will also apply to the MBA program.

<u>Instructional Material for Practical Nursing Diploma:</u>
In addition to the tuition cost per term, students must purchase the textbooks, supplies and other instructional material (the "Instructional Material") each term as may be required for the Practical Nursing Diploma program course work for such term. The Instructional Material can be purchased from the campus bookstore or through other sources. The cost per term for the Instructional Material varies based on the Instructional Material required for each individual term. The estimated cost of Instructional Material <u>per program</u> for a full-time student is $_________.

<u>Instructional Material for Master of Business Administration:</u>

In addition to the tuition cost per term, students must purchase the textbooks, supplies and other instructional material (the "Instructional Material") each term as may be required for the Master of Business Administration program course work for such term. The cost per term for the Instructional Material varies based on the Instructional Material required for each individual term. The estimated cost of Instructional Material for the MBA program, with specialization, is $_________. The estimated cost of Instructional Material for the MBA program without specialization is $_________.

.he amount stated in this section does not include costs incurred through program changes or repeated classes. I acknowledge that I have read and understand the Refund Policy stated in this Agreement.

If applicable, my payment schedule is itemized on the Educational Installment Contract that is a part of this Agreement. A Student Status Change Request (SSCR) is a valid addendum to the Enrollment Agreement.

SIGNATURES

Any controversy or claim, no matter how pleaded or styled, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

My (our) signature(s) below certifies that I (we) have read all information contained within this Agreement and understand and agree to my (our) rights and responsibilities, and that the University's cancellation and refund policies have been clearly explained to me (us). I (we) understand that this Agreement is a legally binding Agreement, and with my (our) signature(s) certify that I (we) have received and read an exact copy of this Agreement and the University catalog. I (we) further acknowledge that no oral statements have been made to me contrary to what is contained in this Agreement.

Student ______ Date ______ Parent or Guardian (if applicant is under 18) ______ Date ______

As the authorized representative of Kaplan University, I have interviewed the applicant and certify that, according to my judgment, the applicant ☐ does ☐ does not meet the requirements and standards of the University, and I ☐ do ☐ do not recommend acceptance. I certify that Kaplan University has met all disclosure requirements of state and federal financial aid programs. I further state that I have made no verbal statements or promises to the applicant contrary to the terms set forth in this Agreement.

Admissions Representative ______ Date ______ University Official ______ Date ______

☐ Approved ☐ Declined

GRADUATION REQUIREMENTS

In order to graduate, students must:

1. earn the required total number of credit hours for the program and pass all required courses with minimum grades as prescribed in the catalog, and;
2. complete all required coursework within the maximum time frame permitted and obtain a minimum CGPA of 2.0. Specific programs may have additional requirements, please refer to the Kaplan University catalog for your specific program requirements (MBA has specific program requirements) and;
3. return all property belonging to the University, and;
4. fulfill all financial obligations to the University prior to graduation unless previous satisfactory arrangements have been made, and;
5. attend Career Services and Financial Aid Exit Interviews.

If satisfactory financial arrangements are not made, the graduation credential will be withheld.

REFUND POLICY

Applicants not accepted by the University shall be entitled to a refund of all monies paid.

CANCELLATION OF ENROLLMENT AGREEMENT

A student may cancel an Enrollment Agreement for the University without any penalty or obligation if requested in writing and delivered to the University management within three business days after signing the agreement. Onsite students who have not visited Kaplan University prior to enrollment will have the opportunity to withdraw without penalty within three business days either following attendance at a regularly scheduled orientation or following a tour of the University facility and an inspection of the equipment. After this period, the University will retain the enrollment fee.

NOTICE TO STUDENTS

If you withdraw or are dismissed from the University up through the 60 percent point in any payment period and received federal financial aid in the form of grants or loan funds, federal law requires that the University, and in some cases you, the student, return funds you did not earn to the U.S. Department of Education.

1. To determine the percentage of the payment period for which federal financial aid was awarded and completed, the percentage of the payment period or term completed, which is the number of days completed up to the withdrawal date, is divided by the total days in the payment period or term. (Any break of five days or more is not counted as part of the days in the term.) This percentage is also the percentage of earned aid.

2. To determine the amount of aid to be returned, subtract the percentage of aid earned from 100 percent of the aid that could be disbursed and multiply it by the total amount of aid that could have been disbursed during the payment period or term as of the date you withdrew. Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: After the 60 percent point in the payment period, the student will have earned 100 percent of the federal financial aid funds already disbursed to them. This calculation concerning federal financial aid is separate and distinct from the institutional refund policy, and may result in the student owing additional funds to the University to cover tuition charges previously paid by federal financial aid prior to student withdrawal. If a student earned less aid than was disbursed, the institution would be required to return a portion of the funds and the student is required to return a portion of the funds. Keep in mind that when Title IV funds are returned, the student borrower may owe a debt balance to the institution. If a student earned more aid than was disbursed to them, the institution would owe the student a post-withdrawal disbursement, which must be paid within 180 days of the student's withdrawal.

If a student plans to withdraw from the University, they should contact the Financial Aid or Business/Bursar's Office to determine the amount of funds that must be returned on the student's behalf, if applicable. All refunds due will be made within 30 days of the student's effective withdrawal date. The last date of actual attendance is used in calculating any refund amount. Refunds are allocated in the following order:

1. Unsubsidized Federal Stafford Loan
2. Subsidized Federal Stafford Loan
3. Federal Perkins Loan
4. Federal Parent (FPLUS) Loan
5. Federal Pell Grant
6. Academic Competitiveness Grant (ACG; degree programs only)
7. National SMART Grant (specially identified degree programs only)
8. Federal Supplement Educational Opportunity Grant
9. Other Title IV assistance
10. Other state funds (unless otherwise mandated by the state)
11. Private and institutional aid
12. Student

WITHDRAWAL AFTER COMMENCEMENT OF CLASSES

The effective withdrawal date for a student shall be when any of the following occur:

1. The date the student notifies the University of withdrawal or the date of withdrawal, whichever is earlier,
2. The beginning date of any term in which a student fails to start classes,
3. The first business day following any 21 consecutive calendar days of absences, (not including breaks),
4. The date when the University terminates the student's enrollment, or
5. The date that the student is scheduled to return from a leave of absence and fails to do so.

All refunds due will be made within 30 days of the student's effective withdrawal date. The last date of attendance is used in calculating any refund amount.

Students who are continuing or restarting their enrollment at the University are subject to the Kaplan University Refund Policy. Under this policy, the percentages of refundable charges are as follows:

Students Withdrawing	Refund
Prior to the first day of the term	100% Tuition
During the first 6 calendar days of the first term (first-time students only)	100% Tuition
During the first day through 10% of the term	90% Tuition*
After more than 10% and through 25% of the term	50% Tuition*
After more than 25% and through 50% of the term	25% Tuition*
After more than 50% and through 100% of the term	0% Tuition

*Less $100 Administrative Fee

Sell, Assign, or Transfer of Student Enrollment Agreement: Should the University choose to sell, assign, or transfer my Student Enrollment Agreement, or if applicable, my Promissory Note, to a third party, I hereby agree to and provide my authorization to Kaplan University to sell, assign, or transfer my Student Enrollment Agreement, or Promissory Note, as it sees fit. I also understand and agree to, that while attending Kaplan University the University's refund policy will continue to apply to my Student Enrollment Agreement, Promissory Note, if sold, assigned, or transferred to a third party.

Any assignee of this Agreement takes its subject to all claims and defenses of the student or his/her successors in the interest arising under this agreement.

Student ____________________ Date ____ Parent or Guardian (if applicant is under 18) ____ Date ____

Admissions Representative Initials______ University Official Initials______

ADDITIONAL CONDITIONS

1. The University will not deny admittance because of race, color, religion, ancestry, national origin, age, non-disqualifying disability, gender, sexual orientation, marital status, or veteran status.
2. This Agreement, its addenda, and its attachments constitute the complete Agreement between the University and the student and no verbal statements or promises will be recognized or enforced.
3. The University does not imply, promise, or guarantee transferability of earned credits to any other institution.
4. The University has the right, at its discretion, to make reasonable changes in program content, materials, schedules, sequence of courses in programs, or locations in the interest of improving the student's education, or where deemed necessary due to industry changes, academic scheduling, or professional requirements.
5. Kaplan University reserves the right to offer courses that may only be taken online. Depending on the program and local scheduling issues, certain courses required to complete a specific degree plan may only be available online. These courses or programs will be identified prior to registration.
6. The University does not provide health services for students. In the event of a student medical emergency, an alerted staff member will notify emergency medical services by contacting 911. Students requiring non-emergency medical care will be given information about medical services or agencies that they may contact. Any costs incurred for medical services will be the student's responsibility.
7. The student agrees that the University may use their photograph and name without compensation for University catalogs, employment purposes, news items, and University publicity, and may release information in their file for employment purposes.
8. The University offers job placement assistance for all students upon graduation at no additional charge; however, no guarantee of job placement, level of anticipated income, or wage rate is made or implied.
9. I understand that the term tuition rates are subject to change. Notice of an increase in tuition will be provided 30 days prior to the start of a new term.

Student ____________ Date

Parent or Guardian (if applicant is under 18) ____________ Date

Admissions Representative Initials______

University Official Initials______

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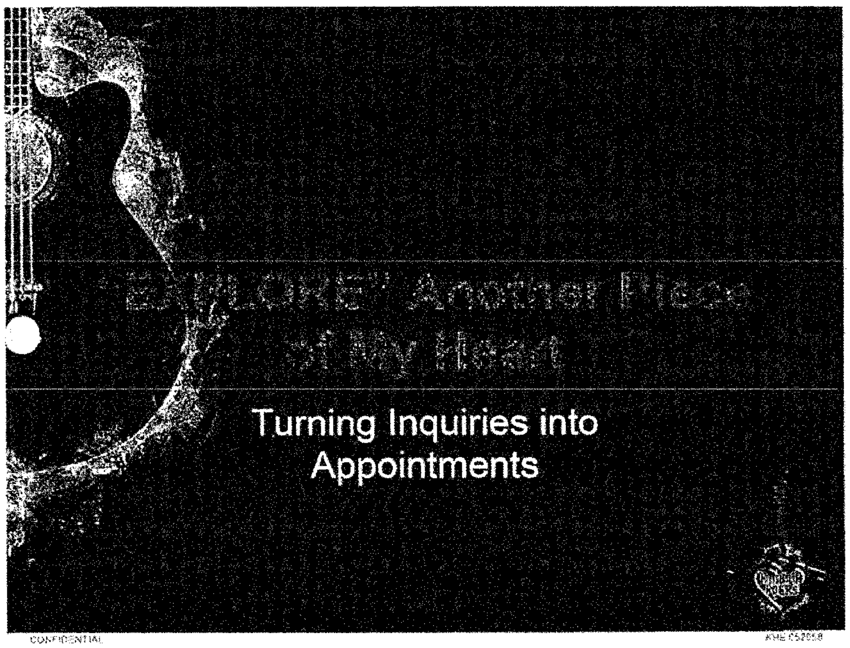

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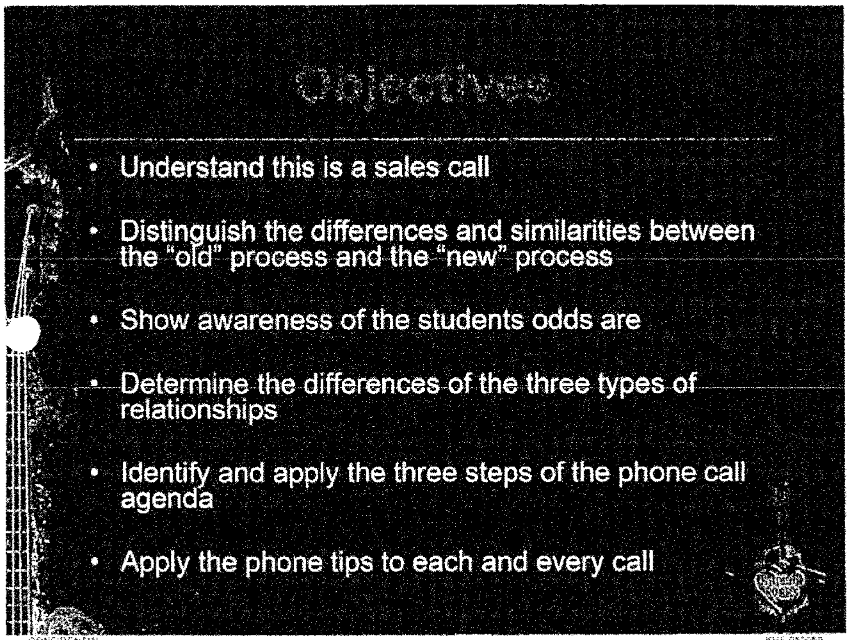

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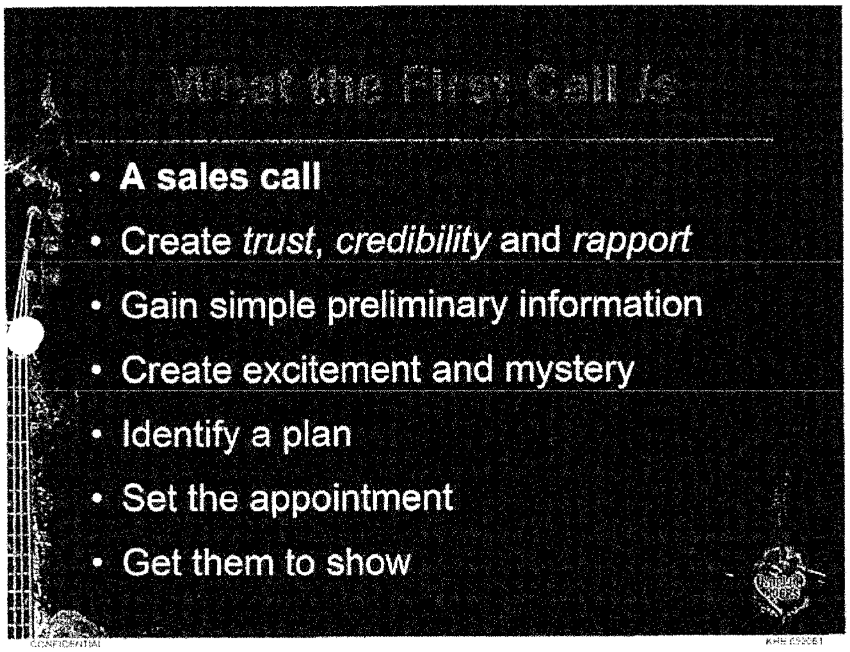
Old Process vs. New Process

Old Process

- Say hello and ask for their name and contact info
- Ask them how them how they heard about the school
- Ask what prompted them to call
- Ask scripted questions that sound cold and impersonal, and don't encourage conversation
- *OVERCOME* their objections, and don't answer/address their concerns
- Recap their needs and let them know that we can help
- Set the appointment, give directions and cross our fingers

New Process

- Say hello and ask for their name and contact info
- Ask them how they heard about the school and what they are looking for in a school
- Ask what prompted them to call
- Engage in a conversation to help find their GAP(s)
- *HANDLE* objections using LAER, which helps us get to the root of their questions
- Recap their needs and let them know that we may be able to help
- Set the appointment, give directions and cross our fingers



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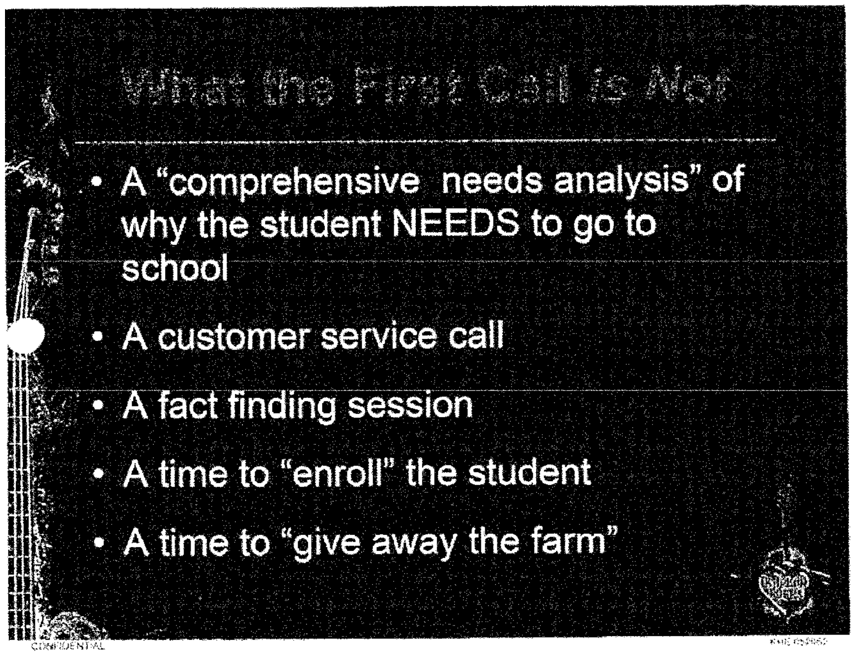

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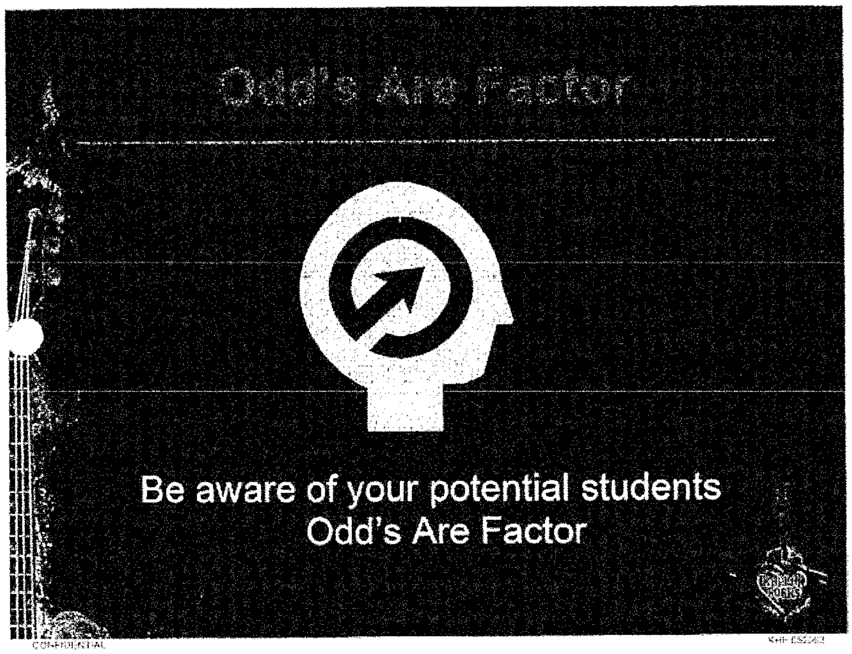

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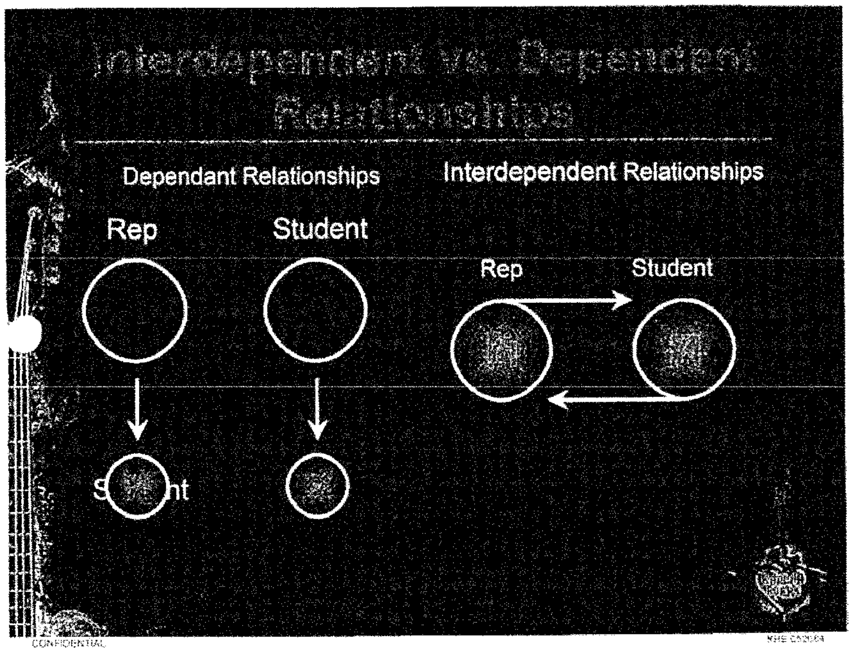

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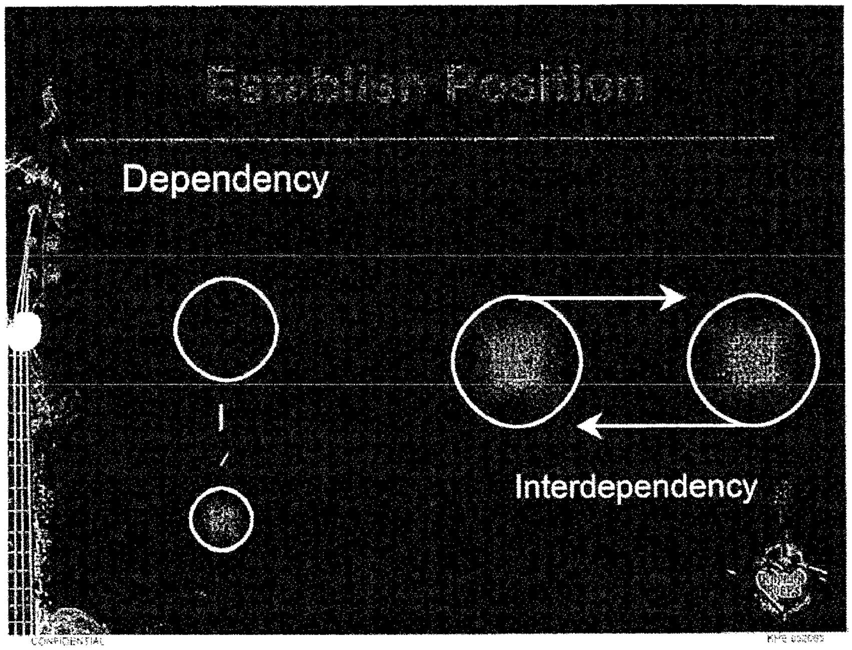

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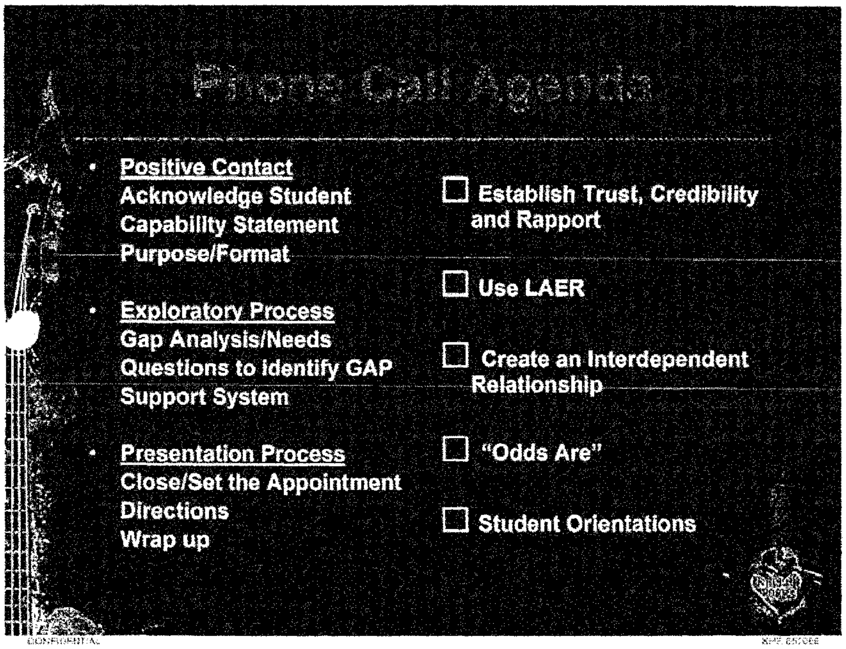
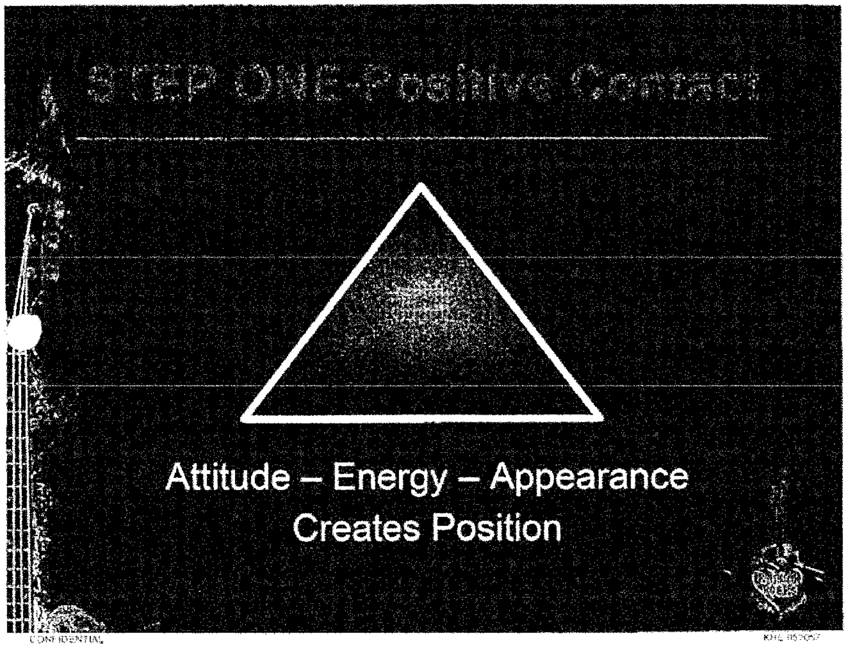

Phone Call Agenda
• Positive Contact
Acknowledge Student
Capability Statement
Purpose/Format
• Exploratory Process
Gap Analysis/Needs
Questions to Identify GAP
Support System
• Presentation Process
Close/Set the Appointment
Directions
Wrap up
☐ Establish Trust, Credibility and Rapport
☐ Use LAER
☐ Create an Interdependent Relationship
☐ "Odds Are"
☐ Student Orientations



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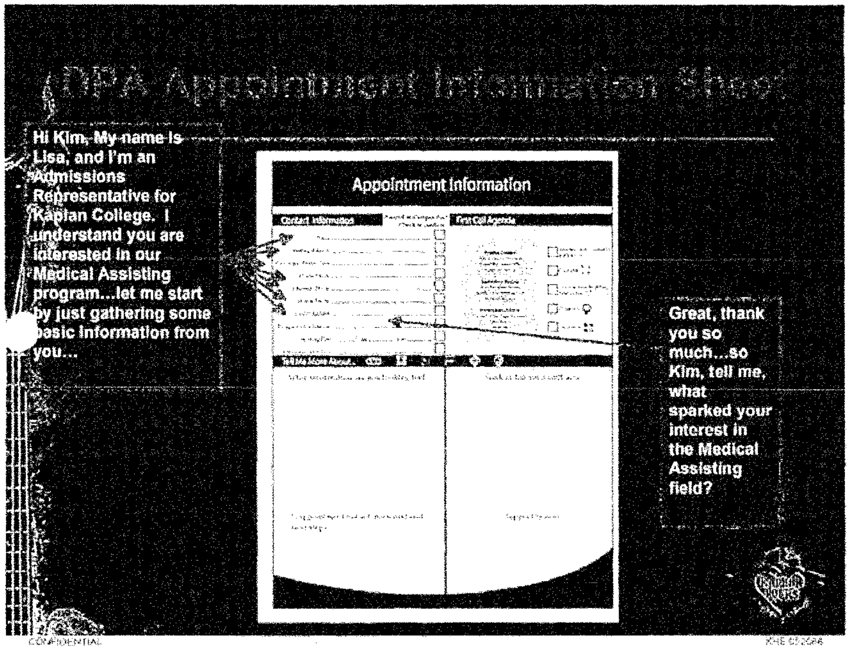

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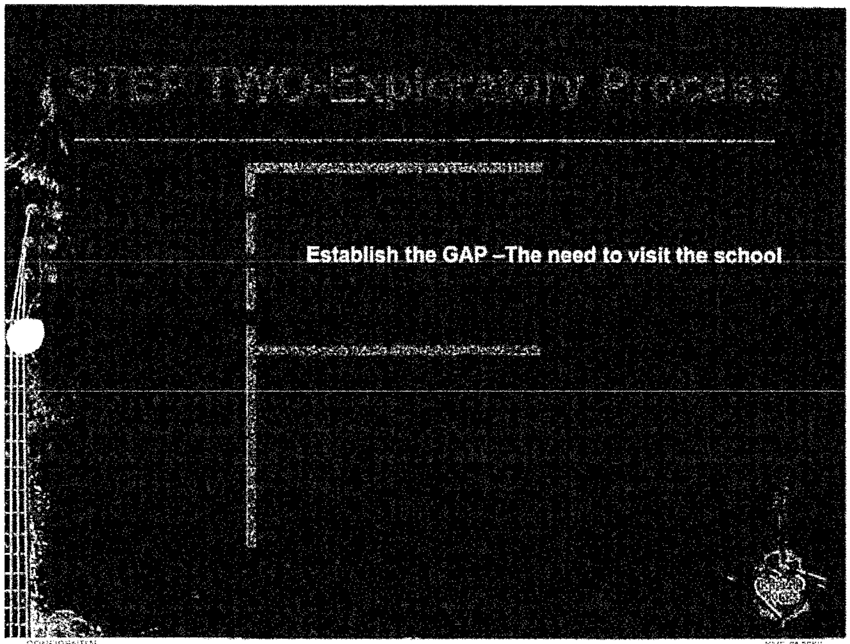
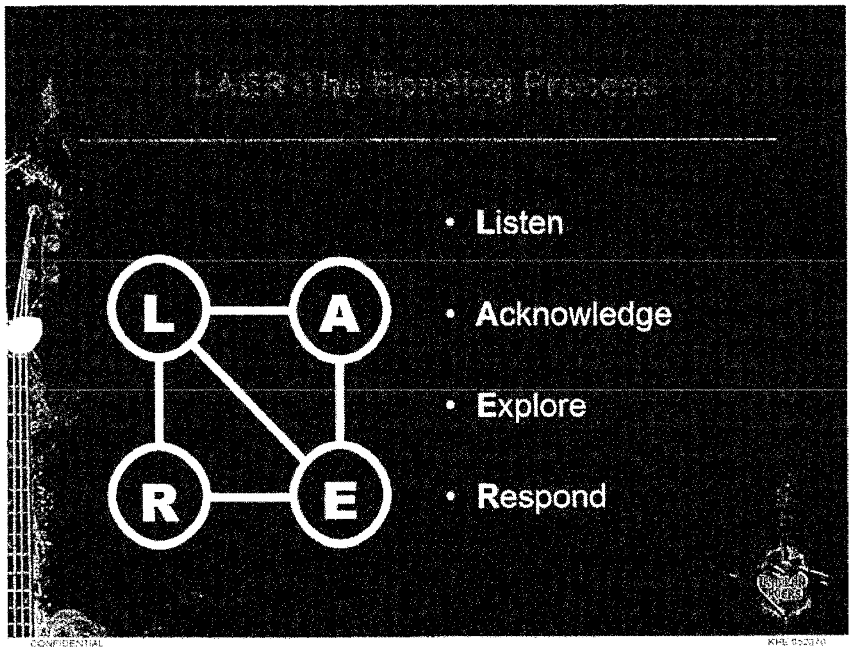
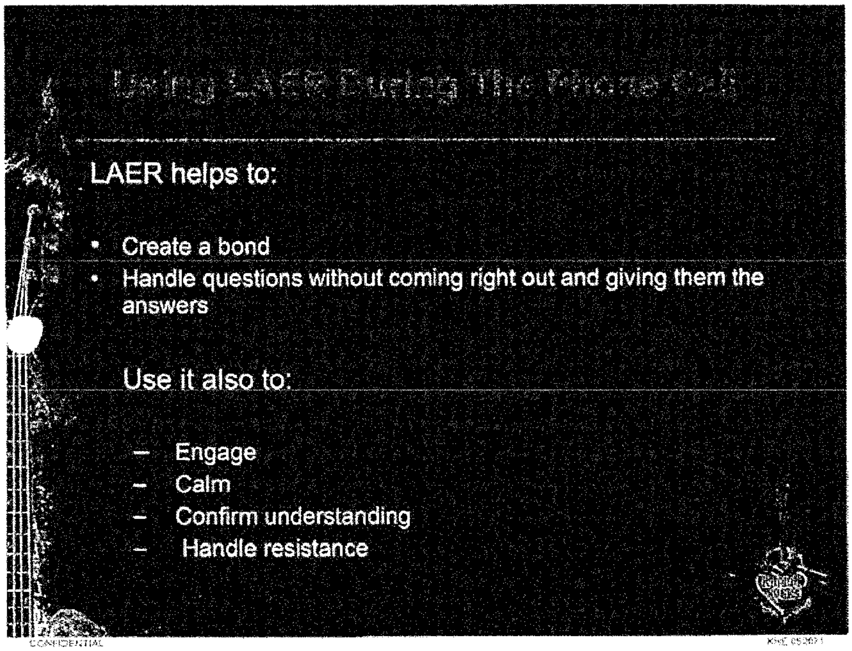

STEP TWO-Exploratory Process
Establish the GAP –The need to visit the school


LAER The Bonding Process
L
A
R
E
• Listen
• Acknowledge
• Explore
• Respond



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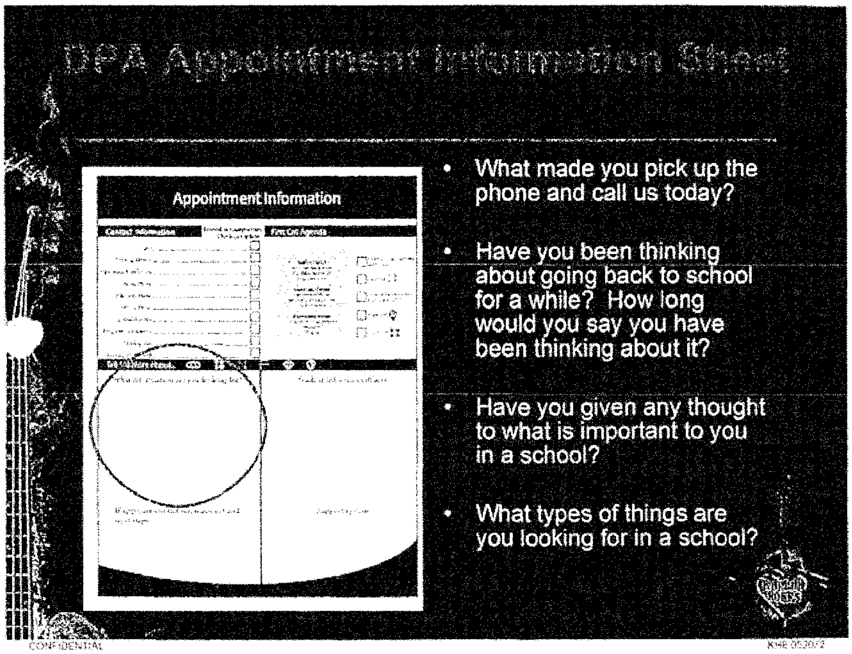
DPA Appointment Information Sheet
Appointment Information
What made you pick up the phone and call us today?
Have you been thinking about going back to school for a while? How long would you say you have been thinking about it?
Have you given any thought to what is important to you in a school?
What types of things are you looking for in a school?
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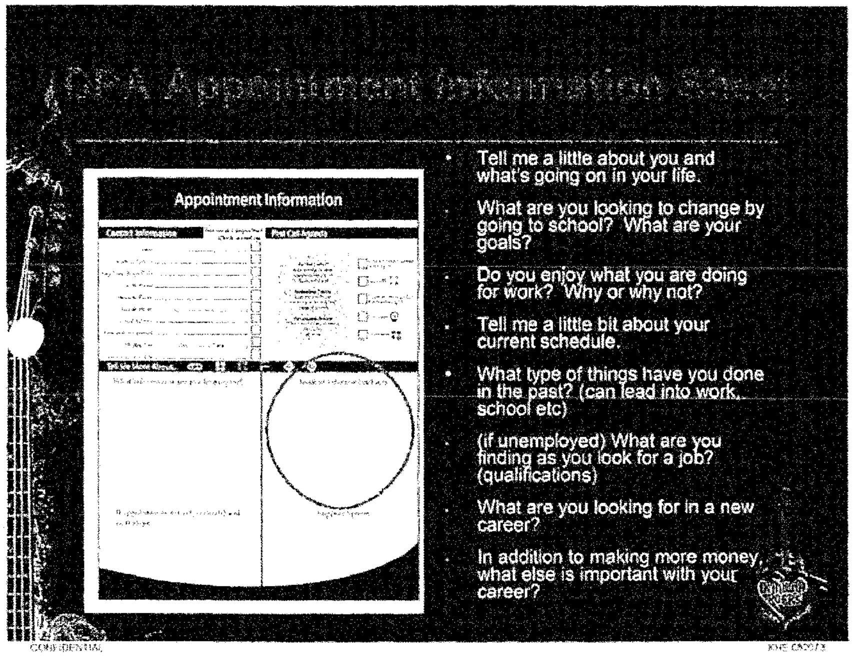

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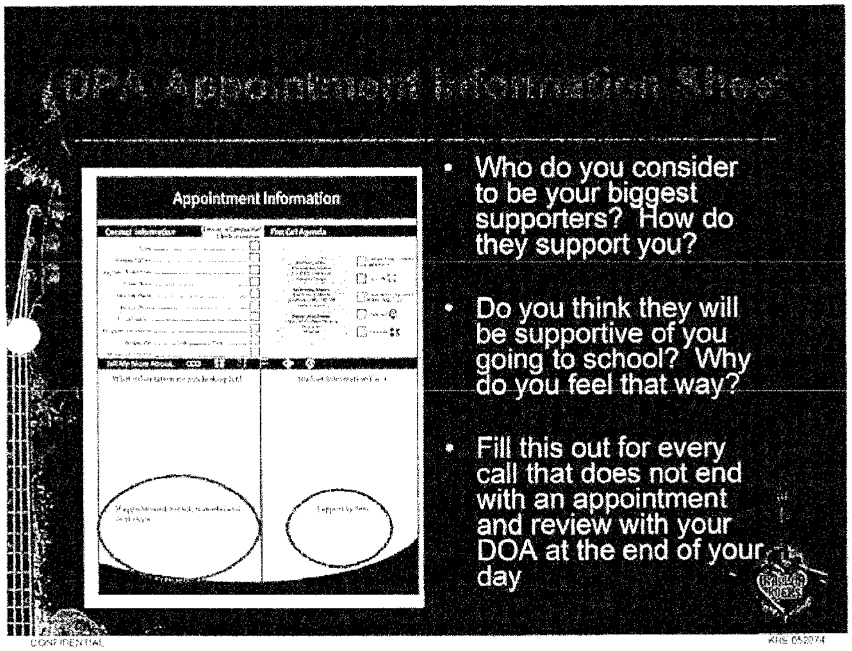

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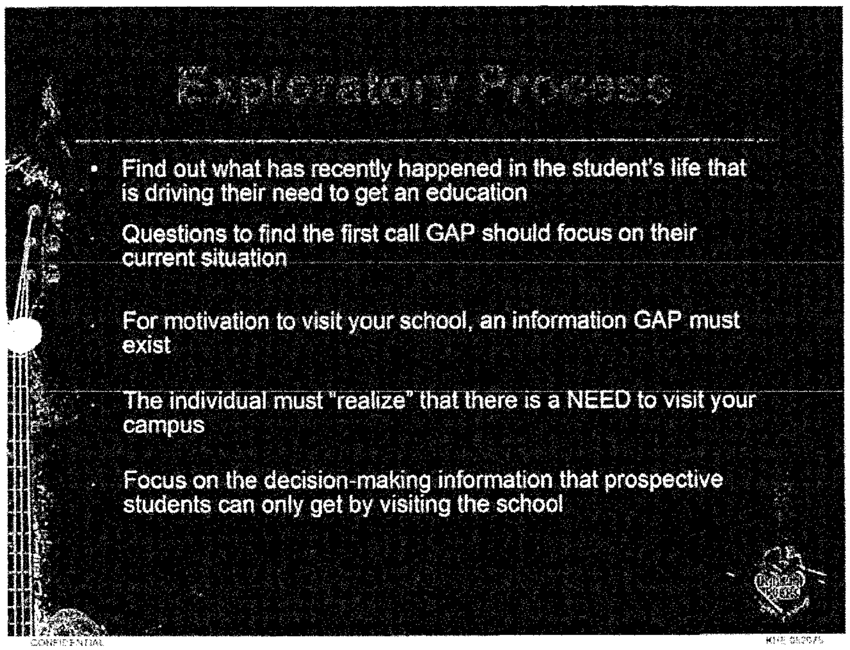
Exploratory Process
• Find out what has recently happened in the student's life that is driving their need to get an education
• Questions to find the first call GAP should focus on their current situation
• For motivation to visit your school, an information GAP must exist
• The individual must "realize" that there is a NEED to visit your campus
• Focus on the decision-making information that prospective students can only get by visiting the school
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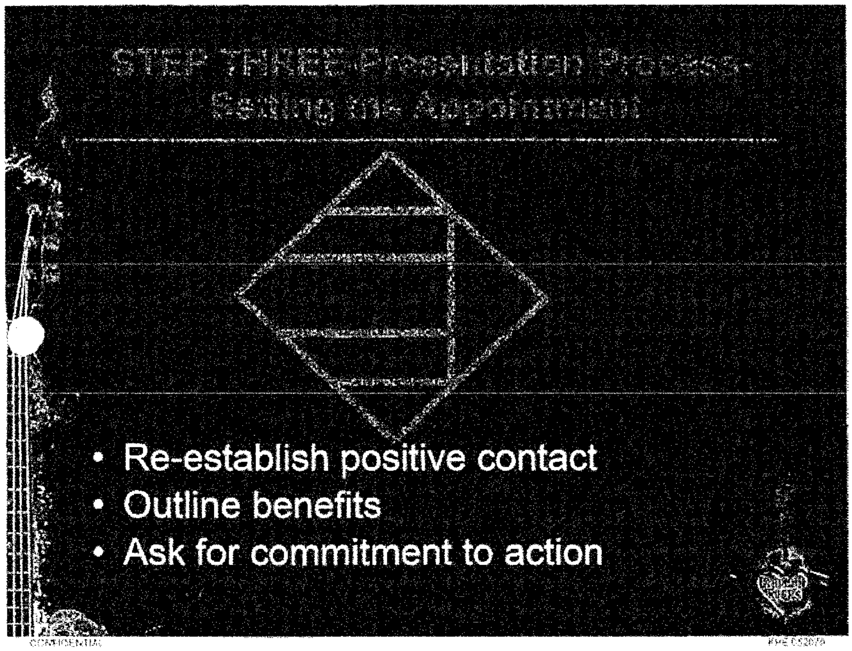
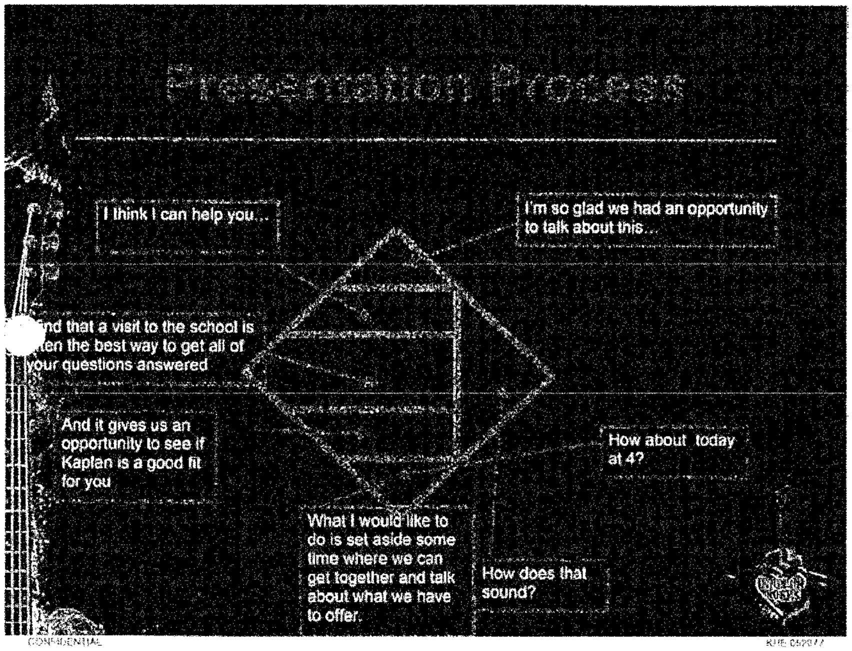

STEP THREE-Presentation Process-
Setting the Appointment
• Re-establish positive contact
• Outline benefits
• Ask for commitment to action



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Presentation Process-The Close

Guidance	"Based on what we've talked about, I suggest we meet tomorrow at 10:00 a.m. to discuss how we can help get your future started."
Choice	"Would your prefer to meet in the morning or the afternoon?
Next Step	"Since you need to discuss the best time to visit the school with your husband, let's decide on our next steps."

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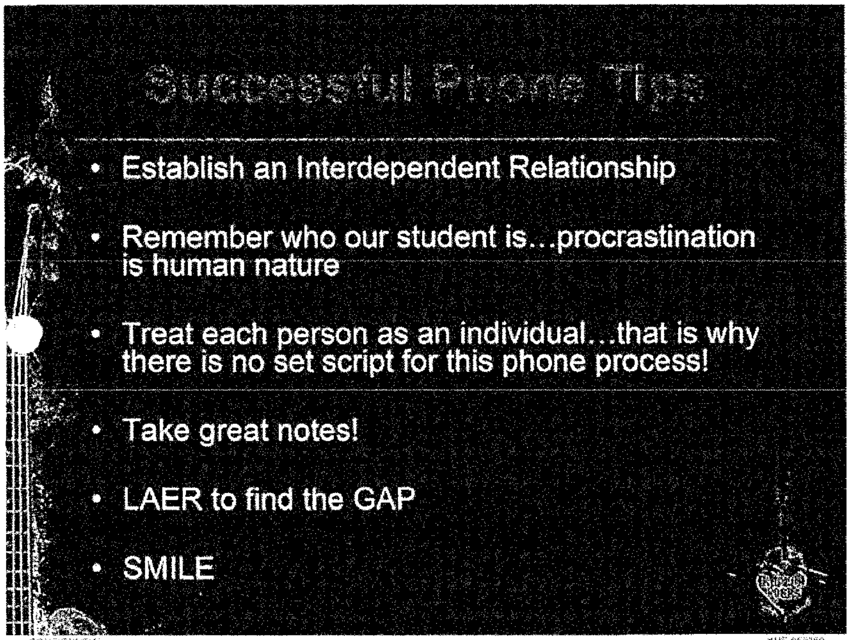

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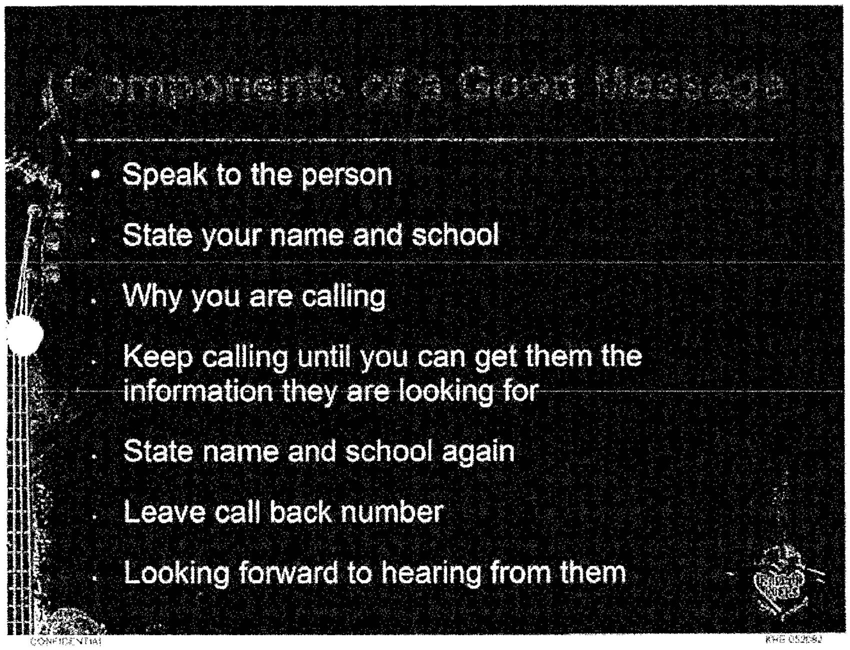

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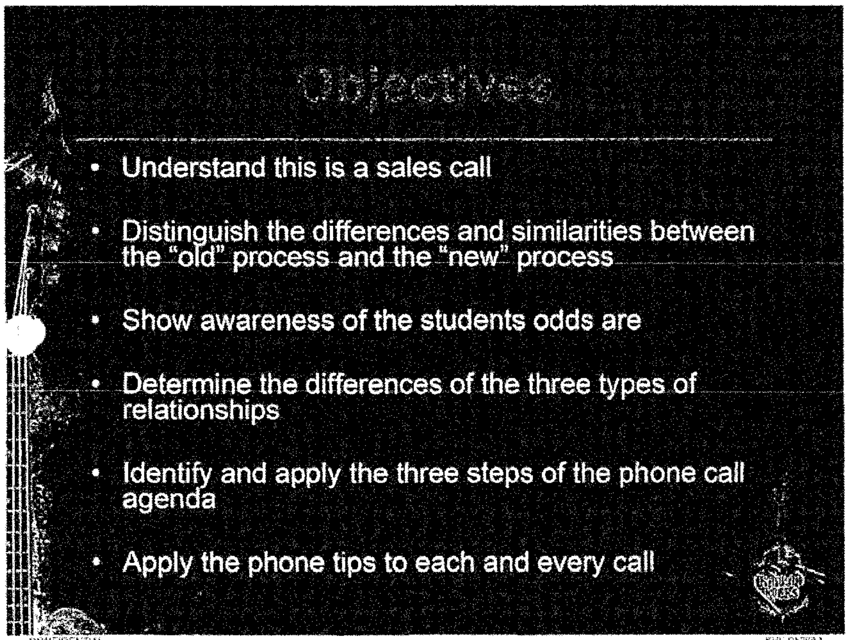

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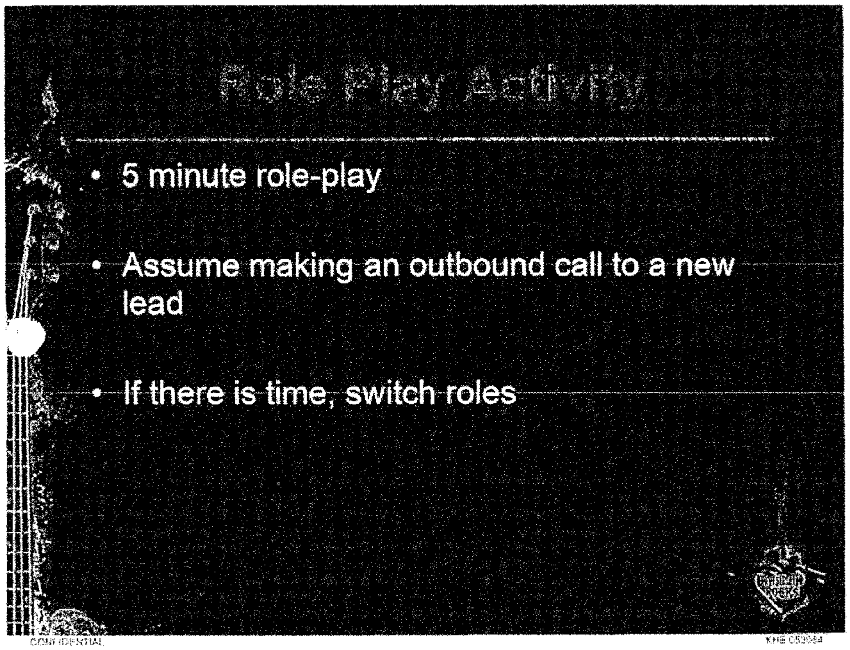

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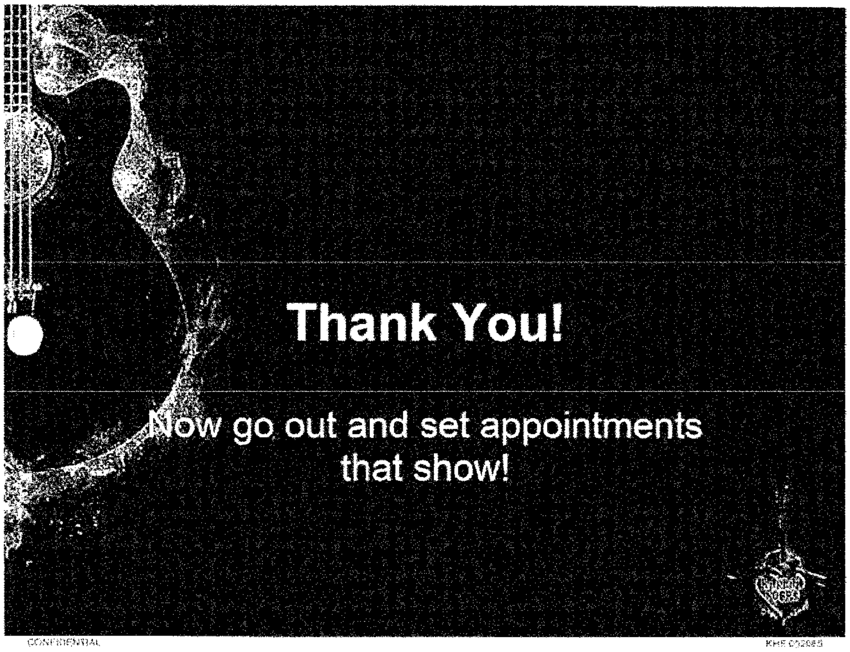

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Making It Count:
The 12 Step Lock-In Process

Presented by the Home Office Admissions Department

Objectives

- Recognize the purpose of the lock-in process
- Identify the 12 steps of the lock in process
- Distinguish the purpose of all 12 steps
- Determine the appropriate action based on the guidelines of the Lock-In Process, given a scenario

The 12 Steps of the Lock-In Process

1. Effective interview with campus tour
2. DOA meeting
3. 24 congratulatory card
4. 24 hour congratulatory call
5. Conditional acceptance letter
6. Financial aid packaging

The 12 Steps of the Lock-In Process

7. Accountability meetings
8. Lock-in letter series
9. Representative contact
10. Lock-in events
11. New student orientation
12. Start week

The Admissions Team and YOU

- Provide positive reinforcement and support
- Increase students' likelihood of starting school

"Kaplan is committed to helping its students follow through on their plans for a better future"

Buyer's Remorse

- May cause students to doubt their decision
- May occur 24-48 hours after enrolling
- Can be caused by self-doubt
- Can be caused by negative feedback from the Buying Committee, people who control or influence resources the student may need, such as financial or emotional support

"Your Kaplan school is most often the best chance students have to better their lives"

Why the Lock-In Process?

- Increase students who start class
- Decrease the number of students who discontinue attending their program
- Provide feedback on the quality of service students experience during the enrollment process

Step 1: Effective Interview with Campus Tour

Step 1: Effective Interview and Tour

Uses Dimensions of Professional Admissions (DPA) to:

- Explore a student's needs and wants
- Highlight features, advantages, and benefits
- Build relationships
- Handle objections
- Provide support

"Ultimately, an effective interview and tour should present Kaplan as a solution to the student's problem"

Step 2: DOA Meeting

Step 2: DOA Meeting

Occurs after the student has enrolled

Purpose of Meeting

- Make sure student's needs were addressed
- Confirm understanding of expectations and next steps
- Reinforce decision and solidify commitment

Student Expectations

- Proof of Graduation
- Program Specific Requirements
- Complete Financial Aid
- New Student Orientation

Step 3: 24 Hour Congratulatory Card

CampusVue Alert!

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Step 3: 24 Hour Congratulatory Card

Provide positive reinforcement to the student

- Representatives should hand-write a note of encouragement
  - -Personalized and enthusiastic
  - -Highlights an upcoming step

- The card should be submitted at the **same time** as the enrollment paperwork and should be mailed the **same day**

Step 4: 24 Hour Congratulatory Phone Call

CampusVue Alert!

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Step 4: 24 Hour Congratulatory Call

- Address buyer's remorse
- Remind the student why enrollment was a beneficial decision
- Explore for any questions or concerns
- Be prepared to handle objections

"Do not be afraid to make the call! Be afraid if you do not make the call"

Redacted

You must answer the question before continuing

Redacted

You must answer the question before continuing

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Step 5: Conditional Acceptance Letter

Quiz Instructions - The 12 Step Lock-In Process

You will have the opportunity throughout this training to assess your knowledge of the Lock-In process. Please note that you must receive a score of 80% or higher in order to pass this training. When answering the questions, please choose the most appropriate response.

Good Luck!

Click Play or Next button on Playbar to start the quiz.

Step 5: Conditional Acceptance Letter

Within 48 hours of enrollment a conditional acceptance letter should be mailed

Required part of the enrollment process

-Congratulates student for making the decision to enroll

-Reminds students of their expectations

-Emphasizes the completion of additional steps, such as POG and background check

Step 6: Financial Aid Packaging

Step 6: Financial Aid Packaging

- Explore financial options and determine best resources
- Relieves worry and strengthens confidence and commitment
- Should be completed within 24-72 hours after the enrollment
- Should include the Buying Committee

Step 6: Financial Aid Packaging

- Remind students to submit their Proof of Graduation within **24-72 hours** of the enrollment
- Call students to remind them of their financial aid appointment and communicate with those who have missed their appointments
- Greet students prior to and after the financial aid appointment

Step 7: Accountability Meetings

Step 7: Accountability Meetings

Meet weekly to evaluate the status of enrolled students

Representatives should be prepared to discuss:

✓Communication between the rep and student

✓Financial aid packaging and POG status

✓Comments or concerns about the student's ability to start

Step 8: Lock-In Letter Series

Step 8: Lock-In Letter Series

- Mail information to maintain excitement, such as:
  - -Articles or statistics on career opportunities
  - -Placement news
  - -Motivational Materials
  - -Testimonials from students, graduates, and employers
- Letters should be mailed:
  - -Weekly for frequent start schools
  - -Bi-weekly for quarter start schools
  - -Monthly for high school seniors

Anything sent to a student must have prior approval!

Joan just called you to let you know she is having problems changing her shift at work and might not be able to have her new hours approved before classes start. You have kept in contact with Joan over several weeks and know this is something she really wants to do. She has completed all of her financial aid paperwork but has not submitted her high school diploma. The weekly accountability meeting is this afternoon. What should you tell your DOA at the meeting?

- ○ A) Tell your DOA you have talked to Joan every week. She is very excited about going to school, but is still working on obtaining a copy of her high school diploma.
- ○ B) Tell your DOA you have talked to Joan every week and that everything is fine.
- ◉ C) Tell your DOA about the conversation you had with Joan this morning about her work schedule. Also, mention [redacted] she still needs to bring in her proof of graduation.
- ○ D) Tell your DOA that you have had regular contact with Joan and she has completed the financial aid process.

You must answer the question before continuing

Match the step of lock-in with its purpose (1-8)

Step in the Lock-In process	Purpose of Step
☐ 24 Hour Congratulatory Phone Call	A. Maintain student excitement by mailing approved materials to enrolled students
☐ Accountability Meetings	B. Explore a student's wants and needs and present Kaplan as a solution to the student's problem
☐ Interview and Campus Tour	C. Critical time to address Buyer's Remorse
☐ Conditional Acceptance Letter	D. Helps DOA forecast the start by evaluating status of enrolled students
Lock-In Letter Series	E. Evaluates how well the student's needs have been met
☐ DOA Meeting	F. Officially congratulates a student for enrolling

[redacted]

You must answer the question before continuing

Step 9: Representative Contact

CampusVue Alert!

Step 9: Representative Contact

- One of the most important steps in the process
- Representatives are **responsible** for calling their enrolled students regularly to monitor their attitudes and progress as Start Week approaches
- General best practice is to communicate weekly

Step 9: Representative Contact

- Explore level of commitment/excitement
- Motivate and encourage students
- Discuss the buying committee
- Generate personally developed leads
- Reinforce student expectations required to start school

Step 10: Lock-In Events

Step 10: Lock-In Events

The more enrolled students visit the school, the more confident they may feel about their decision to enroll and start school

-Invite all future starts to all events on campus

-Encourage students to bring their friends and buying committee to these events

Step 11: New Student Orientation

Step 11: New Student Orientation

Helps **prepare the student** for the transition into school

- Orientation is **mandatory** for all students
- Letters should be mailed **7-10 days** before orientation
- Representatives should **call and reach** all future starts

Notify your **DOA** if a student is unable to attend

Step 12: Start Week

Step 12: Start Week

Representatives should play an active role in helping new students feel comfortable

- The entire admissions staff should greet students, walk them to class, and meet with them after class
- Check their temperature, follow up on paperwork, ask for PDLs, and address any concerns

"Start Week is about making all of the time and energy you have spent with a student count!"

The 12 Steps of the Lock-In Process

1. Effective interview with campus tour
2. DOA meeting
3. Handwritten congratulatory card
4. 24 hour congratulatory call
5. Conditional Acceptance Letter
6. Financial Aid packaging

The 12 Steps of the Lock-In Process

7. Accountability meetings
8. Lock-in letter series
9. Representative contact
10. Lock in Events
11. New Student Orientation
12. Start Week

Recap

You should now be able to:

- Recognize the purpose of the lock-in process
- Identify the 12 steps of the lock in process
- Distinguish the purpose of all 12 steps
- Determine the appropriate action based on the guidelines of the Lock-In Process, given a scenario

On behalf of the National Admissions Team, thank you for completing the Making It Count: The 12 Step Lock-In Process training. We hope you find this training helpful and we wish you much success!

The Lock-in Process is designed to help representatives:

- ○ A) Increase the number of enrollments
- ○ B) Decrease the number of meetings between a representative and DOA
- ○ C) Improve the appointment to interview conversion
- ◉ D) Increase the number of students who start and complete their program

[redacted]

You must answer the question before continuing

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You must answer the question before continuing

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You must answer the question before continuing

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Complete the sentence below by filling in the blanks.

The step in the process when representatives consistently maintain contact with students by calling them in order to explore a commitment and excitement about starting school, generate referrals, and __________ address concerns is called what?

[redacted] [redacted]

You must answer the question before continuing

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Which activity is not the responsibility of an admissions representative during Step 6, financial aid packaging?

- ○ A) Greet students before and after their financial aid appointments.
- ○ B) Call students to remind them of financial aid appointments.
- ○ C) Encourage students to submit Proof of Graduation.
- ◉ D) Help students complete financial aid paperwork if they need help.

[redacted] [redacted]

You must answer the question before continuing

Redacted

Redacted

You must answer the question before continuing

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Representative contact should be completed:

- ○ A) Once before the start
- ○ B) For every student who does not show up for financial aid appointments
- ◉ C) On a regular basis for all enrolled students until the first day of class
- ○ D) Only for students who enroll at least 6 weeks before start day

[redacted]

You must answer the question before continuing

Match each step of lock-in with its purpose

Lock-In Step	Purpose
☐ Lock-In Events	A. Help students transition into school
☐ Financial Aid Packaging	B. Making the time and energy you spent with students count
☐ 24 Hour Congratulatory Card	C. Relieve worry of financial responsibilities
☐ Start Week	D. Weekly follow up with enrolled students to check their temperature about school
☐ Representative Contact	E. Provide positive reinforcement
☐ New Student Orientation	F. Build confidence of students by inviting them to campus events

[redacted] [redacted]

You must answer the question before continuing

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You must answer the question before continuing

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You must answer the question before continuing

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You must answer the question before continuing

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CONFIDENTIAL KHE 054188

Complete the sentence below by filling in the blanks.

Effective use of the lock-in process decreases the likelihood of students changing their mind about starting school 24-48 hours after making the decision to enroll, which is called [ ]

You must answer the question before continuing

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You must answer the question before continuing

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On the 4th day of the first week of class, Donovan approaches you to tell you he wants to withdraw from classes. He wants to go on a cruise next month and his teacher says he will not be able to pass the class if he misses a week of school. He thinks it may be a better idea to enroll at the local community college. What should you do?

- ○ A) Tell Donovan you cannot believe he is going to give up on himself again. Tell him a vacation is not as important as his future and walk him back to class.
- ◉ B) Sit down with Donovan and address his concerns by asking him questions and identifying resources to help him. Develop a plan with Donovan to help him stay in school.
- ○ C) Tell Donovan he will not get the personalized attention [redacted] he needs at a community college because the classes are too large and there is little hands-on training.
- ○ D) Go to Donovan's instructor and explain the situation to see if you can work something out.

You must answer the question before continuing

The 12 Step Lock-In Process

[illegible] Your Score	[illegible]
Max Score	{max-score}
Accuracy	{percent}
Number of Quiz Attempts	{total-attempts}

Question Feedback/Review Information Will Appear Here

[redacted]

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Who Are Our Leads?

Presented by the Home Office
Admissions Department

Objective

- Apply your knowledge about leads and improve efficiencies in your day to day tasks

Who Are Our Leads?

- Everything on a campus or an Admissions department begins and ends with leads
- In this training we will discuss:
  - Definition of a lead
  - Lead generation
  - Basic psychology of leads

What is a Lead?

- Lead
  - Person that has contacted the campus to inquire about pursuing education
- Leads fall into two areas:
  - Media Leads –Any lead that was driven to inquire about education through any advertising effort whose cost to the campus can be monetarily quantified
  - Non Media Leads – Any lead that was driven to inquire about education through personal referrals or a grassroots marketing effort whose cost to the campus was nothing

What is a Lead Type?

- Lead type – Defines who prospects are, not how they heard about the campus
- Four Kaplan Lead Types:
  - Adult – Prospect that graduated from high school six months ago or more or did not graduate in their expected year
  - High School – Prospect scheduled to graduate in the current high school year
  - Distance – Adult or high school student who lives outside of the local recruiting area and requires relocation to attend school
  - Later Too Young – A high school junior who is not of enrollment age

Media Leads and Their Categories

- Media Categories:
  - Television – Contact the campus in response to an advertisement on TV
  - Radio – Contact the campus in response to an advertisement heard on the radio
  - Print – Contact the campus in response to print advertisement
  - Direct Mail –Based on zip code, demographic and psychographic information purchased by KHEC from various vendors
  - Yellow Pages – Contact the campus by referring to the Yellow Pages for the school's information
  - Internet – Prospects who search the Web for information on schools or programs and contact the school through a site sponsored by an outside vendor
  - Website – Inquiries from prospects via the school's website
  - Recirculated – Leads already in the database who have been retargeted via new advertising efforts
  - Specialty – Represent various types of advertising efforts that do not fall into other media categories

Non Media Leads and Their Categories

- Non Media Categories:
  - Personally Developed Lead (PDL)/Referral:
    - PDL – Results when someone who works at the school talks to an individual who is potentially interested in the school and personally obtains the prospect's contact information
    - Referral – Results when a lead, student, or graduate provides contact information of someone interested in attending school
  - High School Comment Cards – High School presenter or High School rep from your school makes a presentation at a local high school and brings these cards to the campus as leads

Later Too Young Category

- Classified as juniors in high school
- Leads with a status of sophomore or younger should not be entered into CampusVue

Lead Source

- Vendor specific origin of a lead
- Specific to the area of the media that produced the lead
  - Example: A local newspaper lead has a lead category of Print, but a Lead Source of "Kaplan Tribune"

Scenario One

Incorrect: The correct answer is B, Media

You must answer the question before continuing

Any lead that was driven to inquire about education through any advertising effort whose cost to the campus can be monetarily quantified which of the following?

Your answer:

You did not answer this question completely

- A) Later Too Young
- B) Media Leads
- C) Lead Type
- D) Non Media Leads

Remember...

- A Media Lead is any lead that was driven to inquire about education through any advertising effort whose cost to the campus can be monetarily quantified

Scenario Two

Incorrect. The correct answer is B, PDL. Click

Which of the following is a Non Media category?

You must answer the question before continuing

Your answer:

You did not answer this question completely

- A) Television
- B) PDL
- C) Print
- D) Internet

Remember...

- A Non Media lead is any lead that was driven to inquire about the school through any personal referral or any grassroots marketing effort whose cost to the campus was nothing.

Scenario Three

Correct! The answer is D, Television. Click

Which of the following is not a lead type?

You must answer the question before continuing

- A) Adult
- B) Later Too Young
- C) High School
- D) Television

Your answer:

You did not answer this question completely

Remember...

- A lead type defines who the prospects are, not how they heard about the campus

Lead Psychology

- Lead psychology describes:
  - General personality traits associated with a lead category
  - Behavior in response to advertisement
- Allows Admissions team members to customize their approach when communicating with a lead

I Want it NOW! Impulse Leads

- Television, Print, and Radio leads are:
  - Impulsive
  - Desire instant gratification
  - Want information now
  - Live in the moment, for the moment
  - Eager to act
  - Must be transferred to Admissions Representatives quickly
    - They may lose interest and move on to something else

I've Shopped Around!
Informative Leads

- Internet, Website, Yellow Pages, and Direct Mail leads have a desire for information
  - Researched many schools in their area
  - Know what they want in a school
  - 50 % of all Internet and Website leads will enroll with the first campus that contacts them*
  - Likely to move on to other competitors if immediate contact is not made
  - Must be transferred to Admissions Representatives quickly

*Source: Course Advisor, Inc.

I Know Someone!
Common Interest Leads

- PDL's and Referrals are directly connected to:
  - Prospective students
  - Current students
  - Campus employees
- Choose to attend for:
  - Positive campus experience
  - Personal campus contact

It's Time to Test Your Knowledge!

Scenario Four

What percentage of internet and website leads will most likely enroll at the first campus that contacts them?

Incorrect. The correct answer is C, 50%. Click

You must answer the question before continuing

- A) 25%
- B) 12%
- C) 50%
- D) 65%

Your answer:

You did not answer this question completely

Remember...

- 50 % of Internet and website leads will most likely enroll at the first campus that contacts them
- More likely to move on to other competitors if immediate contact is not made

Scenario Five

Correct! The answer is D, All of the above. Click anywhere to

You must answer the question before continuing

What are some of the common psychological characteristics of a Television lead?

- A) Impulsive
- B) Desire for instant gratification
- C) Eager to act
- D) All of the above

Your answer:

You did not answer this question completely

Remember...

- Television leads are:
  - Impulsive
  - Have a desire for instant gratification
  - Eager to act
  - Want information now
  - Live in the moment, for the moment

Scenario Six

- Current student speaks with Admissions Rep about upcoming Medical Start
- Student would like to obtain information for his uncle
- Admissions Rep obtains uncle's contact information

Correct! The answer is: D, PDL/Referral. Click

You must answer the question before continuing

Into which lead category does this filter into?

Your answer:

You did not answer this question completely

- A) Television
- B) Specialty
- C) Yellow Pages
- D) PDL/Referral

Remember...

- PDL/Referral leads result when a prospective, current, or a graduate student provides contact information of someone interested in attending school

Scenario Seven

Incorrect. The correct answer is C, Directly connected to prospective students, current students,

...t answer the question before

The correct answer is:

You did not answer this question completely

Which of the following is a common psychological characteristic of a Personally Developed Lead or Referral?

- ○ A) Impulsive
- ○ B) Desire more information
- ◉ C) Directly connected to prospective students, current students and campus employees
- ○ D) Eager to act

[redacted]

Remember...

- Personally Developed Leads and Referrals choose to attend school for reasons such as:
  - Positive campus experience
  - Personal contact at the campus
- Usually referred by a prospective student, current student, or campus employee

Scenario Eight

Incorrect. The correct answer is C, Internet leads are impulsive and desire instant gratification. Internet leads are informative and will most likely enroll with the first campus to contact them.

Which of the following is NOT a psychological characteristic of an Internet lead?

The correct answer is:	You did not answer this question completely	

- ○ A) Internet leads are more likely to move on to other competitors if immediate contact is not made
- ○ B) Internet leads have most likely researched many schools and know what they are looking for
- ◉ C) Internet leads are impulsive and desire instant gratification
- ○ D) Internet leads will most likely enroll with the first campus to contact them

[redacted]

You must answer the question before continuing

Quiz

[illegible]	[illegible]
Number of Quiz Attempts	{total-attempts}

Review Quiz

Summary

Congratulations! You have completed Kaplan Higher Education's
Who Are Our Leads Presentation!

- Apply your knowledge about leads
- Improve efficiencies in your day to day tasks

DOA Manual

Kaplan Higher Education Western Region

Director of Admissions

Tool Kit

KAPLAN Higher Education
Western Region

INTRODUCTION

THE ADMISSIONS DIRECTOR'S TRAINING ROLE

A training system has three functions:
- As the initial training for newly hired Admission Representatives,
- As a reference for follow-up training for new Admissions Representatives; and
- As a guide for refreshing the skills, attitudes, and product knowledge of established Admissions Representatives.

The first key to successful selling is good training. As an Admissions Director/Sales Manager, you are responsible for the initial training of newly hired representatives, and for refreshing the skills of established representatives.

Their success is your success. Good initial training and careful follow-up training can be the difference between success and failure. And as you know, success starts with you.

WHY THIS MANUAL IS IMPORTANT TO YOU

Much of your success depends upon other people. In order for a newly hired rep to become successful, you have to train them how to do the job well. A training system will help you do that.

Use a training system to help you train your new Admissions Representatives, and they will become more productive and successful sooner than you thought possible. And when you add your special qualities to the training program, your Admission team is going to be terrific!

YOU'RE IN CHARGE

You earned the responsibility to train and guide your own group of Admissions Representatives for successful selling. You've worked hard to achieve your goals and now you're in charge. You're the coach, the leader, the decision maker, the communicator, the motivator, the instructor, the disciplinarian.

You need to wear all these hats in order to successfully train newly hired representatives, to effectively supervise their follow-up training, and to control the on-going training of established members of your team. Only then can you be well on your way to meeting your personal goals, your team's goals, and Kaplan Higher Education Corporation's goals.

You need to earn the Admission Representative's respect, too. Today's representatives expect you, the Manager, to:

- ✓ Conceive a plan for growing
- ✓ Be predictable and dependable
- ✓ Know the job
- ✓ Exhibit self-confidence
- ✓ Be interested in them as individuals
- ✓ Understand them as human beings
- ✓ Believe in them
- ✓ Be able to reach decisions
- ✓ Delegate and educate but do not do their jobs for them
- ✓ Tell them how well their doing
- ✓ Share the credit for the accomplishments
- ✓ Assume the obvious is not obvious
- ✓ Tell them in advance about changes that will affect them
- ✓ Emphasize to them the "why" behind KHEC policies and procedures
- ✓ Make the most of their abilities
- ✓ Work consistently at building their pride in their sales results and accomplishments

You can and should earn respect by maintaining enthusiasm for your work and displaying a genuine interest in the people around you. Remember much or your success depends upon others becoming successful first.

Building respect with your Admission Representatives is crucial. Earning respect requires paying regular attention to the representative's ego and welfare.

A very important part of paying attention to the Ad Rep's welfare is to initially train them and to faithfully supervise their follow-up training.

GOALS

What is your goal? What do you want to accomplish? It's probably the same thing KHEC and your team players want—a fair profit.

Obviously, there are other things in life besides money but the bottom line is profit.

For the moment, let's deal only with this one goal—to make a fair profit—and determine what it takes to meet that goal.

HOW TO ACHIEVE THE GOALS

In order to make a profit, the KHEC product must first be sold to as many appropriate people as possible. This can happen only when a good sales team is performing well. Each member of the sales team must have the right combination of skill, attitude, and product knowledge to do their job well.

You're responsible for training them for success. Your attitude is crucial. Success really does start withy you.

Let's look at an example of why you want to train effectively. We'll assume you have five Ad Reps in your group. The difference between each rep enrolling 12 students per month as opposed to 16 students a month at a 75% show rate is 180 starts per year.

5 reps x 12 enrollments = 60 enrollments a month
60 enrollments x 12 months = 720 enrollments per year
720 enrollments x 75% show rate = 540 starts per year

Compared to:

5 reps x 16 enrollments = 80 enrollments per month
80 enrollments x 12 months = 960 enrollments per year
960 enrollments x 75% show rate – 720 starts per year

GOOD AD REPS = GOOD SALES = GOOD STARTS = GOOD $

Good training includes you demonstrating how to sell our product, on campus, on the telephone, or a remote site. This helps make certain that the Ad Rep becomes successful as soon as possible, which means that they will probably stay with KHEC. Successful people tend to stay with the thing they can do well.

It's very costly to you and to KHEC to keep training new Ad Reps. Help keep the turnover down by providing your Ad Reps with the best training possible. Your successful Ad Reps will make money for themselves, for KHEC and for you. Remember:

GOOD AD REPS = GOOD SALES = GOOD STARTS = GOOD $

Be proprietary. Think as an entrepreneur. Ask yourself if you would rehire this person for your won business and continue to employ them? Would you gladly sign this person's paycheck and deduct it from your personal checking account? If you're not thinking as an owner-operator, you should be.

Your income depends on how well your Admissions Representative achieve. A proprietary attitude on your part is not only helpful, it's necessary for your personal profit. No one can take better care of your business than you, so...

Hire, train, and develop the best people for the Admissions Representative job. You're in charge of the interviewing process. You'll hire only qualified people, people you would hire for your own business.

Using all of the training material at your disposal, you can prepare the newly hired for WINNING. You can be in charge of a winning team.

FIVE EASY PIECES

There are five basic steps you can follow to successfully train your team:

- ✓ Prepare
- ✓ Present
- ✓ Demonstrate
- ✓ Observe
- ✓ Supervise/Follow-up

Let's take a look at each step in detail.

1. **Prepare for the training.**

   -First, collect all the training materials you might need for the class.

   -Review all of the training materials yourself so that you know exactly what to do for the initial training sessions.

   -Establish the dates and items of day for the learning session, and communicate them to the participants.

   -Establish the learning location. What room are you going to teach in? Remember to reserve the room, backboards, flip charts, VCR's, audiocassette players, and anything else you might need to conduct the sessions. (will you provide coffee, tea, milk, sweet rolls...?

2. **Present the material.**

   -Welcome the class participants.

   -Give an overview of the training program. Tell them what areas you will cover for each day of the course.

   -Present the material in sequence. Naturally there will be questions and discussions, but you'll be able to stay on schedule.

3. **Demonstrate the selling steps.**

   -Role playing is helpful both here and in Step 4. For initial demonstration purposes, you play the part of the Admission Representative and have someone else play the part of the prospective KHEC student. When you have finished, have the student critique your performance, and then discuss their critique with them.

4. Observe their performances:

-For observation purposes, have the trainee play the part of the Admissions Representative and someone else play the part of the prospective KHEC student. The DOA should observe.

-Begin the evaluation of their performance by having the trainee critique themselves. Ask them to tell you what went well and why it is important to do it that way.

-Next the DOA should tell them about the good things they did. Always begin with positive comments-emphasize what they did right.

-Then ask the trainee what they would do differently if they had it to do over again and why it would be important to do it differently.

-Then the DOA should tell them what they could have done better to achieve a more effective presentation. Again, focus on the positive.

-Next, set a time-frame for reviewing the performance and learning the material. Help them work on what they need to learn.

-Leave the trainee rep feeling good about themselves. You're trying to help them develop their skills, attitudes and product knowledge. They're in class because they wanted the job, and because you believed they could do the job well. Help them motivate themselves—instill self-confidence.

Note # One: If the performance is a total disaster, don't critique it. The DOA should conduct another demonstration instead. Then go through the steps above for evaluating their performance.

Note # Two: Usually you can change only one or two things at a time. Focus on the tow most important points, for example the use of the questionnaire, and leave other points for another time. When you try to cover or correct too much at one time, the trainee rep gets frustrated and lost.

5. Supervise/Follow-up

-This last step is part of the ongoing process. Learning must not stop at the end of the last day of initial training.

-Observe and listen to the presentations of each member of your sales team. Initial training is not enough. Good performance records are established and improved by continual observation and practice.

PREPARE→PRESENT→DEMONSTRATE→OBSERVE→SUPERVISE/FOLLOW-UP

TRAINING IS AN ONGOING PROCESS

We can always learn something new or improve our performance no matter how old or experienced we become.

Newly hired Admissions Representatives are young at the job regardless of their age. Follow-up training is essential for them.

New Admissions Representatives are like novice scuba divers. The novice scuba-diver does not dive alone. The novice began diving in shallow water, always watched over or attended by an experience teacher.

Gradually the dives are in deeper water, but the instructor is always there, available for help. Eventually, the novice becomes sufficiently competent for a diving license and deeper water.

The divers are then able to dive without an instructor is they choose. But they are taught they should never dive alone.

They know new situations are always waiting for them-an unusual fish, an unknown current. They depend on each other, sharing experiences, sharing knowledge and methods. They never stop themselves from learning.

The established Admissions Representatives are like experienced divers—they are rich in experience. They have much to offer the novice and each other.

It's human nature, though, to let a little entropy seep in, to develop bad habits that can't be recognized unless they are noticed by someone else. A developing pattern of fewer sales is often a clear indication that some refreshment is needed.

You can help them. Observe their presentations. Encourage them to tape their presentations and have them listen to the tapes. Help them recognize and correct bad habits that may be keeping them from being a Founder's Club Superstar.

There is no question that ongoing training is valuable. It can mean the difference between a mediocre team and a winning team. Winners tend to stay with the team longer. It's not only fun to win, it's profitable to win.

Keeping the successful performers means that there is less turnover. Less turnover reduces the initial costs of adding a new representative—not just in training costs, but in how much the representative can consistently produce.

DEVELOP WHO FIRST

It is a common tendency to try to help the weakest performers first. Developing your strongest Admissions Representatives first allows them to be producing at high levels for themselves and you, while you develop the skills of the weaker performers. It takes less time to develop stronger performers—30 minutes with a strong rep can compare to six days with a poor performer.

By first developing the skills, attitudes and product knowledge of your best performers, you can literally afford the time for developing the weaker performers.

All of your Admissions Representatives should be performing at an acceptable level by the end of their first three months with KHEC. It's your job to instill the necessary confidence and sense of self-worth in your people to accomplish that.

No one wants to fail. Your investment of time with these people may be one key that instills confidence, motivation, and understanding in them to turn around their performances. You owe them that time.

But don't forget those good performers. Continue to spend time with them, too. A disproportionate amount of time spent with weak performers can heavily impact your team's profit. Strive for balance.

Commitment Based Selling can help you train the newly hired Admissions Representatives s and provide a foundation for the ongoing training process for all the members of your sales team.

ADMISSIONS DIRECTOR INTERVIEW

Applicant Name: ______________________________________ Date: __________

Admissions Rep: _________________ Start Date: ____________ Test: __________

Program of Study: __________________________ Class Time: Day Evening

Did your Admissions Representative discuss with you the three things we look for in accepting you as a new student? Tell me about your ***INTEREST, MOTIVATION AND EFFORT...***

I ____

M ____

E ____

What are your career goals and why did you decide to go to _________ College?

Cover the following with the future student to ensure commitment!

Additional comments:

- ☐ Time to attend class
- ☐ Attendance Policy
- ☐ Received School Tour
- ☐ Outside studies
- ☐ Tutoring Available
- ☐ Placement Assistance
- ☐ Book Program
- ☐ Receive School Catalog
- ☐ Child Care
- ☐ Work
- ☐ Transportation
- ☐ Family Support
- ☐ Class Schedule
- ☐ Financial Package
- ☐ Orientation Date

Are there any obstacles or concerns you have now or in the future that could interrupt your training schedule? If so, what could that be?

Read the acceptance request on back of IQ and look for career roadmap/plan!

Accepted? Yes No ______________________________ __________

Director of Admissions' Signature Date

Director of Admissions Checklist

I. HIRING AND INITIAL TRAINING

A. Hiring

___ Do you anticipate hiring needs or do you hire in desperation?

___ Do you have time to make a quality hire or are you just looking for a warm body?

___ Do you place advertisements in a timely manner? Do you measure context and paper selection for effectiveness?

___ Do you have the time to take telephone calls from applicants or should you receive resumes? Should you do individual or group interviews?

___ Have your 1st few hires been successful? If not, have you contacted your Director and/or District Director of Admissions for interview training?

___ Do you have an interview format to follow?

___ Do you follow all KHEC and federal rules on hiring?

___ Do you always have a second person give the second interview?

___ Has the District Director of Admissions conducted the final interview and approved an employment offer?

___ Do you always conduct reference checks?

___ Are all salary plans approved by the Director and District Director of Admissions before an offer is made?

___ Has all the paperwork been completed and forwarded to the Home Office to insure the new employee has a paycheck on time?

B. New Representative Training

___ Are you prepared for training?

___ Do you have training materials for each Representative?

___ Are forms, brochures, catalogs, proof sources and other materials ready?

___ Is there an uninterrupted time set aside in your schedule? (20 hours the first week)

___ Are you prepared to demonstrate each skill in both a role play and and actual situation?

___ Have you contacted and scheduled time with Financial Aid, Education, Placement, etc.?

___ Do you use all CBS training materials? Do you have others to add?

___ When the training is completed, is the new employee certified by the School Director that he/she has the ability to master basic skills (telephone, interview, close) before you allow them customer contact n actual situations?

___ Have you set your new employees up for success?

___ Do your new employees understand performance standards, consequences, and have performance goals?

II. **MONITORING AND ON-GOING TRAINING**

A. **Lead Control**

___ Do you monitor the effectiveness of advertising by source (daily, weekly, monthly) against budget and against need?

___ Do you communicate with your District Director of Admission regarding advertising as needed?

___ Are leads distributed to Representatives in a timely manner?

___ Are high school leads kept in your lead database?

___ Are high school leads worked on a timely basis?

___ Do you monitor your lead conversion by source on a weekly and monthly basis and compare it against budget before you receive the "zips" report?

___ Do you have all necessary brochures, catalogues, tapes letters, and proof sources in stock and in use?

___ Do your Representatives work re-circulated leads?

___ Do you follow the company policy for recalculating leads?

___ Do you distribute leads according to Representative productivity?

___ Do you know which Representatives convert which leads best and which Representatives convert which leads worst and distribute the leads accordingly (I.E. Representative A converts TV leads very well, but hates direct mail leads)?

___ Do the leads reported on your end of the month Flash match those on the Zip Report?

___ Are leads carefully recorded by source and by Representative?

___ Do you maintain an average of one referral lead for every enrollment?

___ Do you have a Personally Developed Lead program?

___ Do you develop the attitude in your Representatives that they are expected to provide at least 20% of their leads with referrals and personally developed business?

___ Are all leads imputed into the KHEC lead tracking system on a timely basis?

B. Monitoring Representative Follow-Up

___ Do you maintain a daily master appointment sheet in a central location? Do you look at it daily and insure you are set up each day with enough interview appointments?

___ Do your Representatives make enough appointments daily, weekly, monthly to average minimum interviews per month?

___ Do you occasionally confirm Representative app9ointments yourself?

___ Do you occasionally call no-show appointments to verify?

___ Do you phone-shop your Representatives to monitor telephone skills?

___ Do your Representatives voice tape actual telephone calls to prospective students to monitor telephone calls to prospective students?

___ Do you sit in and listen to actual telephone calls to prospective student?

___ Do you ride with your Outside or High School Representatives twice a week?

___ Are your Representatives using flip chars, presentation books, and school video tapes where appropriate?

___ Do you sit in on actual interviews with your Campus Representatives twice a week?

___ Do your Campus Representatives turnover every interview not closed when their closing rate is below 50%?

___ Do you have your Representatives tape actual interviews?

___ Do you call pending enrollments and/or interviews not closed for your Outside Representatives who close below 50%?

___ Do your Representatives know their personal sales statistics (lead conversion, show rate, closing percent, etc.) weekly, monthly, annually?

___ Do you hold a formal feedback session at leas once a month with all employees reporting to you?

___ Do you have a written action plan for each Representative each month to maximize strengths, work out weaknesses, and establish goals?

___ Do you sit in with telemarketer to monitor effectiveness?

___ Do you review telemarketing scripts for effectiveness?

___ Do you set quotas and goals each week for each telemarketer?

___ Do your Representatives sell all programs effectively?

___ Do you hold regular product knowledge and placement information meetings?

C. **Start and Show Rate Follow-Up**

___ Do you follow all show rate procedures?

___ Are all Campus enrollments scheduled for their follow-up financial aid Interview within 3 days of enrolling?

___ Are all Outside enrollments given or mailed financial aid packets within 3 days, and/or scheduled for an appointment as soon as possible?

___ Do your Representatives feel that they are responsible to insure that all enrollments are packaged, and that all documents are collected?

___ Do you maintain effective communication with the financial aid office and receive weekly updates by start, by students?

___ Do you conduct second interviews of all enrollments by telephone or in person within 3 days of enrollment?

___ Do your Representatives contact all enrollments a minimum of once every two weeks?

___ Do you spot check enrollments to insure that your Representatives are talking to their students once every two weeks?

___ Do you send additional letter, articles, proof sources, and cards to enrollments on a timely basis?

___ Is registration and/or orientation mandatory?

___ Is orientation motivating and worth attending?

___ Do you have a solid part-time job placement, student housing and/or student services program in place?

___ Do your work with the entire school, so that everyone is involved in show rate?

___ Do you hold creative brainstorm meetings at least once a quarter for new ways to increase your show rate?

III. MOTIVATION

___ Do you hold regular sales meetings?

___ Do you delegate part of your meeting to Representatives?

___ Do you have a program to recognize Representative(s) of the month?

___ Do you post weekly, monthly standings and review weekly?

___ Do your Representatives Understand the Founder's Club? Do they know at all times how many starts they have towards achieving Founder's Club?

___ Do you identify potential management candidates and help them to achieve a management position?

___ Are you a fair and consistent Manager?

___ Do you understand what each employee's personal hot button is?

___ Do you know the personal and professional goals of each employee? Do you help maximize achievement of these?

___ Are written performance evaluations discussed on a timely basis?

___ Are all salary increases approved prior to discussing them with the employee?

IV. DISCIPLINE

___ Do you hold corrective interviews on a timely basis? Do you document them?

___ Do you have a written action plan to help the employee improve performance?

___ Do you do written counseling sessions before termination? Are these discussed with your Director and District Manager prior to the actual counseling?

___ Do you follow the KHEC Policy and Procedures for discipline and termination? When in doubt, do you consult with Human Resources?

___ Are all terminations approved by your District Manager prior to termination?

___ Do you terminate on a timely basis?

RUN RATE ANALYSIS

REPRESENTATIVE: ______________________________

CLASS START: __________________

CLASS START GOAL: ____________

NUMBER OF CURRENT GROSS ENROLLS: __________

1. Start goal divided by show rate% ________ = _________ - _________

   = _________ # of Enrolls needed

2. Enrollment goal divided by I/E% ________ = _________ # of Interviews needed
3. Interviews divided by A/I% _________ = _________ # of Appts needed
   1. Appointments divided by L/A% _________ = _________ # of Leads needed

Divide all totals to get weekly goals.

Enrollments = _________

Interviews = _________

Appointments = _________

Leads = _________

ACTUALS WEEK 1 WEEK 2 WEEK 3 WEEK 4 WEEK 5

ENROLLS =

INTER =

APPTS =

LEADS =

Remember....all the good intentions in the world weigh less than a single thoughtful act...

SHOW RATE

12 Step Process

"Keeping the Dream Alive" is now the challenge for each representative. Students who enroll in our programs have second thoughts and questions when they leave the school.

- "This is a BIG step." .
- "Twelve months is a long time."
- "I just made a huge commitment."
- "Can I really do this?"
- "What if I fail?"

Thoughts like these are inevitable. Unless we effectively deal with these thoughts, the student could give in to self-doubt and cancel their enrollment. The student has just made one of the biggest decisions they will ever make and it should come as no surprise that their enthusiasm will begin to fade the minute they leave the school. The student's family may have second thoughts and try to talk them out of their decision. The student's friends may become jealous because they know their friend is going to get ahead of them. The student may start having doubts own their own. You know that your Quest school is the best chance the student has to better their life-it's the representative's job not to let them get talked out of their decision. It is up to the representative to help them overcome their doubts and the doubts and/or concerns of others. It is up to the representative to help them succeed. Obviously, the representative can't be at the student's side all of the time, dispelling every negative thought and doubt that happens along the way. But if they managed the process correctly, they won't have to!

To ensure that students start their training program the final step of the Commitment Based Selling process is to Develop and Maintain Follow-up. The Quest show rate plan has been designed to help our students make it through a very difficult and unknown process. The show rate plan consists of a series of personalized periodic contacts with the student, in an effort to help them solve any problems that may arise in their quest for career training. The show rate plan will:

- Increase the percentage of students who start class.
- Decrease the number of drops.
- Provide feedback on the quality of service the student experienced during the enrollment process.

Quest has a commitment to help their students follow through on their plans for a better future. We give positive reinforcement to our students as we remain dedicated and committed to their success.

People may doubt what we say....
...but they always believe what we do...

Step One: Commitment Based Selling Process

The first step to a winning show rate is a thorough interview in which all obstacles have been addressed and overcome.

Show rate begins with the enrollment process. All steps to the Commitment Based Selling process should be completed in the proper sequence. The admissions representative should also schedule all follow-up financial aid, evaluation, and second interview appointments at this time.

__Initiate Impact.__ This is where the representative greets the prospective student, introduces themselves, takes the student to their office, and puts the prospect at ease. This is also where the representative sets the stage for the interview and what the prospect can expect during their visit. This step also sets the stage for the importance of the representative role in the enrollment process.

Purpose:
1. Prospect understands the admissions representative role.
2. Prospect understands the importance of the interview.
3. Prospect understands how the interview will proceed.

Remember: The initiate impact statement must be scripted and memorized.

__Uncover & Discover the Buying Profile.__ During this step the representative completes the interview questionnaire to discover the prospective student's fires, carrots, primary features and to determine where the prospective student has broken a promise or bent a commitment in the past. This segment also allows the representative to ask a layer of questions that will help them develop the prospect's awareness of their own dreams and which career training program that will lead them to the desired career field. The admissions representative may need to ask a series of probing questions to determine the prospective students buying profile. The representative should also pre-handle any obstacles that could prevent the prospective student from starting and graduating from their program. Example: Childcare, transportation, employment, extra-curricula activities, etc.

Purpose:
1. Identify 10 primary Features - (Discover what is important to the prospect)
2. Identify 5 Fires - (Discover what the prospect wants to eliminate/reduce/avoid)
3. Identify 5 Carrots - (Discover what the prospect wants to improve/enhance/increase)
4. Identify Challenging Questions - (Discover where the prospect has broken or bent a promise or commitment in the past)

IMPORTANT:
- The Ad Rep must complete the IQ.
- The IQ should take a minimum of 40 minutes to complete.
- The IQ must include IME at the beginning of
- every section.

__Activate Interest.__ This step of Commitment Based Selling is a transitional statement to go from receiving information to giving information. Activate Interest serves as a bridge to transition from the Uncover & Discover the Buying Profile to Creating Desire. Activate Interest let's the student know that Quest training programs are designed to meet the needs of employers. During this step the representative would present the ten primary features and benefits for the first time and then gain agreement that it would be okay to continue with the interview.

Purpose:
2. The transition from receiving information to giving information.
3. Bridge between asking questions to showing the school.
4. The Ad Rep presents 10 primary features/benefits.

Create Desire. During this step the Representative presents the school's evidence of credibility by telling success stories of students, graduates and employers. This is successfully achieved while taking the prospect on a tour or showing the portfolio. The use of the tour and portfolio provides evidence that your school has been the choice of many graduates who have gone on to be successful. During this step the representative speaks through five success perspectives:

- Our Students
- Our Graduates
- Employers
- Students in similar situations
- Graduates that were in similar situations

By using the success perspective, the representative shows each feature of the school as a testimonial from a third party.

Elicit Action. This step is where the representative summarizes the interview and asks for the sale. The representative's goal is to get the application signed, collect the enrollment fee, and make follow-up financial aid, evaluation, and second interview appointments. After the enrollment is complete the representative should ask for referrals and post close. It is absolutely necessary to post close the sale because others may try to change their mind. Your job is to ensure they keep their resolve to better their lives.

Develop & Maintain Follow-up. This is the final step to the Commitment Based Selling process. This step ensures that students start their training. There is a direct relationship between being fully packaged for financial aid and the percentage of students that show up for class. To begin the financial aid officer will perform a financial aid estimate for each prospective student who has made the decision to enroll. Quest is committed to providing quality financial planning for students and parents so that they may make informed decisions for financing their education. By providing the student with quality product information during the admissions process, early notification of the availability of financial assistance alternate payment plans will ensure improved show rates. It is essential to make sure that the prospective student is packaged, that they have completed all the necessary paperwork correctly and that their financial aid forms are completed in a timely manner. Official financial aid appointments should take place within three business days of enrollment for inside and 7 business days for the outside and high school markets. All enrollments should be scheduled for an official financial aid appointment and any required testing appointments before leaving the representatives office. On a daily basis the director of admissions should get a list of the prior day financial aid appointments and have the representatives follow up on all no show financial aid appointments. The representative should schedule all financial aid, testing and second interview appointments before the student leaves the campus

Step Two: The DOA Second Interview

The director of admissions, assistant director of admissions, executive director, or a senior admissions representative should conduct a second interview, using the Second Interview Questionnaire, within three days of the enrollment. The second interview is designed to achieve four objectives:

1. To reinforce the basic features and benefits of the program and answer any questions.
2. To address any potential obstacles that may prevent the applicant from starting and graduating from school.
3. To build the applicant's self-esteem and motivate the students to start class and begin looking toward graduation.
4. To ensure that the applicant has the fundamental physical and mental faculties necessary to benefit from the program.

Ideally, the second interview should take place after the financial aid appointment. If the new student is unable to visit the campus within three business days, then the interview should take place over the telephone. If the student is a dependent, the second interview should include parents and/or other members of the decision committee, as appropriate. The admissions representative should state during the admissions process that the enrollment is subject to review by the director of admissions or executive director. During the second interview, the "Second Interview Questionnaire" should be completed and retained in each new student's enrollment file. Using the questionnaire as a note taking device, the following format should be followed:

- Introduction
- Identify Career Objectives
- Ensure Commitment
- Identify Obstacles
- Reinforce that "We care about our students' success."

Step Three: Financial Aid Packaging

Must complete within 48 to 72 hour period.

Step Four: 48-Hour Telephone Call

The 48-hour period following enrollment is a critical time for buyer's remorse. Statistics prove that ***"Buyer's Remorse"*** sets in within 48 hours of the decision. This call will deal with any buyer's remorse and re-motivate the student on why they decided to enroll to begin with. ***Don't Be Afraid to Make This Call! Be Afraid if You Don't Make the Call!*** The admissions representative should probe for any questions or concerns and be prepared with two or three different responses to overcome the most commonly heard objections during this call. Examples: "I need to save some money first." "I need to get a job before I start school." "I can't afford it." "When is the next start?" Knowing how the representative is going to overcome the student's objection in advance will increase the chances in getting the student to understand why they need to start school now! Successful representatives understand that our students do not buy features; they buy the benefits of the features. Keep this in mind when dealing with buyer's remorse.

Step Five: Handwritten Congratulatory Note

The admissions representative handwrites a note to the new student. As soon as the representative walks the student out, they should return to their desk and write this note. Make the note personable and enthusiastic. The representative's enthusiasm will come across in their written words. The handwritten note should be mailed the same day of enrollment. Generating this note should be a part of correctly processing the enrollment application and file.

Step Six: Acceptance Letter Series

Within 72 hours of enrollment an acceptance letter is sent from the executive director. Using an accordion tickler file system 1 -31 file the letters (which are personalized on the computer) and organize them to be mailed at equal intervals. Generating these letters should be a part of correctly processing the enrollment application and file. Concurrently the representative is mailing "Acceptance/Welcome Letters" from the education and career service departments. ***For frequent start schools letters should be mailed weekly and for quarter start schools, the letters should be mailed bi-weekly. High school seniors that enroll in advance of their graduation from high school should have a piece of exciting information mailed to them on a monthly basis.*** When sending welcome letters include articles/statistics on career opportunities, placement news, motivational materials, a copy of the student's career road map, a copy of student's essay, graduate, student and employer testimonials, etc. and write personal notes like, ***"Susie thought you would be interested in this information.... Can't wait to see you at orientation and then graduation!"***

Using an accordion tickler file system 1 - 31 file the letters (which are personalized on the computer) and organize them to be mailed at equal intervals. Generating these letters should be a part of correctly processing the enrollment application and file.

Step Seven: Certificate of Acceptance

An acceptance certificate is mailed within 72 hours of enrollment.

Step Eight: Admissions Representative Telephone Contact

The admissions representative has the responsibility to call their student's to see how everything is going. Students may be reluctant to call their admissions representative and ask for help. The follow-up call allows us to find out how they're doing, and how we may be able to help them solve problems they think will keep them out of school. Talking to the student regularly helps to keep them informed, encouraged and motivated to start their training program. ***For frequent start schools follow-up calls should be made weekly and for quarter start schools, the calls should be made bi-weekly. High school seniors that enroll in advance of their graduation should have telephone contact on a monthly basis.*** The admissions representative can call to check on the status of the student's high school diploma, pending financial aid paperwork, testing, exciting placement news, or a call just to see how things are going. Regular contact is one of the keys to a successful show rate.

"If you don't invest much, defeat doesn't hurt and winning is not exciting."

Step Nine: Mailings - Career Information, News Letter, and Motivational Pieces

These items should be kept in a file and sent out within the appropriate time period (depends on the enrollment-to-start date period).

Step Ten: Orientation Letter

An orientation letter should be mailed 10 – 14 days prior to orientation so the student can make appropriate plans to attend. Orientation is the responsibility of all departments. A good orientation should be motivating, not rules and regulations orientated. Students should leave orientation looking forward to their first days of class. The orientation should be well planned and coordinated between all departments. The admissions representative should place no show follow-up calls immediately following the no show for orientation.

Step Eleven: Orientation Reminder Telephone Call

Begin one week prior to orientation to call and reach each and every student by telephone. Prepare them for what to expect: ***"When you arrive, check in with the receptionist and she will notify me that you have arrived. I will take you to the location designated for the orientation. You will meet everyone on staff and learn how they will assist you in achieving your career goals. You will also meet fellow students that you will attend class with. This event will last about _______. Because the orientation is fun and informative, we recommend that you bring a friend if you'd like. I can't wait to see you (day & time). It will be great to see you again."*** The admissions representative should notify the executive director and/or the director of admissions when a future student notifies them that they can not attend orientation. We should not have many surprises on orientation, registration, or start day!

Step Twelve: Orientation

Orientation: n. Familiar with and adaptation to a situation or environment.

Orientation day has finally arrived and now the student is wondering: Should I go? Will I fail? Is now the right time? Will I fit in?. It is a proven fact that these thoughts and doubts along with others are breezing through their minds on orientation and the first day of school. We have all attended orientations but do we leave there feeling up or just glad another orientation is over. Too often they are flat because we do the same boring things. Many times we review the rules and regulations, the school catalogue and introduce the instructors and staff. Is it any wonder that our students may leave orientation looking like they are in a daze?

The orientation can begin with everyone being assigned a "study buddy" and then the students interview their buddy so they can introduce them to the other orientation attendees. This will break the ice and increase their comfort level. A part of the interview is to discover why they decided to go to school and what they hoped to gain from the training. The study buddy will also discuss any obstacles that could prevent them from completing the training. (This interview allows students to realize that many are there for the same reason or reasons.)

The orientation should include a strong dose of positive thinking. Perception games can be played and motivational handouts can be given.
Have the students write down three reasons why they decided to enroll. List all the reasons on the board. Engage in conversation about all the commonalties among the group. This activity helps the student's to know that there are many others in a similar situation as themselves.

The orientation should end on a positive note. Awards can be given to the person who traveled the farthest, the first to arrive, the longest time since attending school, etc. These awards can be presented with a lot of humor and laughter.

Yes, the students can meet with the other departments and receive the necessary rules and regulations; but they also need to receive encouragement while having a lot of fun.

Liven up your next orientation and you'll enjoy it almost as much as the students. No one has a second chance at a good first impression. The entire staff must be excited and show our belief in education. Students usually make their decision to remain in school during their first few weeks of class. Their decision to stay depends on the attitude of the faculty and staff. The attitude we display will be the attitude adopted by our students. Be sure it is a positive one!

Procedure for Handling Cancellations, Reschedules, and Orphans

The director of admissions or executive director must approve all rescheduled enrollments. No exceptions. Local students must reschedule, in person, for an interview by the admissions director or executive director, not by mail or telephone. Distant students must send in a written request and have a telephone interview with the director of admissions or executive director. No one should be rescheduled until they have paid all applicable fees, tested, re-packaged in financial aid and completed all necessary enrollment paperwork. A student should not be automatically rescheduled into a new class.

The director of admissions should personally talk to all cancellations before they are processed. As a last ditch effort to save a cancellation, require that they come into the school to cancel their enrollment. Do not allow cancellations to happen over the phone. Require all cancellations to sign a cancellation form to make the cancellation official. A face to face meeting increases the chances of saving the enrollment. Many times the real reason why they want to cancel has not surfaced. Once we understand the real reason they want to cancel, we have a better chance of saving them and helping them find a solution. We understand that we can't save every cancellation; but at least we have a better chance if we can get them back into the school.

Orphan enrollments usually account for a high percentage of the total cancellations. The director of admissions should maintain all contact directly, or assign follow-up activity to the most dependable representative.

Weekly Future Start Accountability Meeting

On a weekly basis the representative, director of admissions, executive director, and a financial aid representative should compare booked futures and their financial aid packaging status. During this meeting a "Red Flag" list for students not packaged, not tested, or no showed a financial aid or testing appointment should be created. Other areas to be discussed include:

- When was the last time the admissions representative talked to the student?
- Has student paid any required application fees?
- Is the POG on file?
- Has the student completed their application for financial aid?
- Is the representative follow-up log up to date with all documentation of contacts?
- Are there any obstacles that could prevent the student from starting or finishing their program?

Documentation of Follow-up

The representative can follow-up by keeping a record of their follow-up activities by using a follow-up binder. The following forms should be included for every student:

- Contact Accountability Form
- Enrollment Agreement
- FA Estimated Award Letter
- Missing Document Checklist
- POG
- Transcript Request

The follow-up binder provides the admissions representative with an orderly listing of expected starts and a way to maintain current status and follow-up. A separate contact sheet should be maintained for each student. The representative should document all follow-up contact dates, the activity and the outcome of the contact or mailing. The representative should bring their follow-up binder to the weekly accountability meeting.

OTHER SHOW RATE IDEAS

Activity Name Tracking Board

Every day the school director or the director of admissions wants to know, "How many enrollments does the representative have? How many are good? As we move closer to each start date and the number of students multiplies, remembering names and faces gets tougher and so does the tracking and recording of admissions requirements. How can we help admissions track start numbers and create a competitive spirit among the admissions team?

Create Name Tracking Boards.........

The board should hang in the director or director of admissions office. The board can include proof of graduation, financial aid, testing, etc. Every time an admissions representative enrolls a new student they mark the students name and program, on the Name Tracking Activity Board. Also when a student cancels the admissions representative must cross out that student's name. This daily accountability allows the director and/or director of admissions to view the next start at a glance. Creating name tracking boards also creates competition among the admissions team. Every representative knows how he or she compares to the other representatives.

Name Tracking Boards Increase Start Numbers and Creates Competition...

Press Releases

The purpose of releasing press notices typically is to bring public attention to a business development, thereby improving public relations through name and service awareness. For Quest schools, the purpose of the press release program is two-fold. In addition to the public relations aspect, when the new student's decision to attend school is published in a local hometown newspaper, community, peer and family pressure is brought to bear and hopefully, the prospective student is motivated to follow through with their decision.

The process begins at enrollment. The student must give the name of the hometown newspaper that will receive our mailed press release. In addition the student acknowledges the press notification by completing the Press Release Form. Upon successful completion of the admissions requirements, the school acceptance press release is mailed to the referenced hometown newspaper. A copy of a Kaplan approved press release must be used.

The coordinator of this procedure must prepare for the program by first, gathering notification information and addresses of all major newspapers in the school's general recruitment area. Secondly, the Kaplan corporate public relations office must approve the press release notice. Then, as students from smaller municipalities enroll, their local newspaper information can be added to the index file.

Open House

For a successful open-house, follow these tips:

Check-In

- Have greeters present to assist with the sign in process.
- Have everyone sign in completely name, address, phone number, etc.
- Have a nice folder with career info, news articles, and the latest placement stats for their review.
- Let them know that refreshments will be available at the conclusion of the open house.

Welcome

- Formally greet all visitors
- Give an overview of the school, its history, and the admissions process.

Tour

- Representatives to tour prospects focusing on their area of interest. Program Directors are to assist in the open house to assist with answering questions about their program.

Career Services

- Should conduct a 10 to 15 minute overview of services provided.
- Handouts should be made available.

Financial Aid

- Should conduct a 10 to 15 minute overview of the financial aid opportunities available to those who qualify.

Question & Answer Session

- Director of Admissions to be available at the conclusion of the open-house to answer questions.
- DOA and Representatives are to assure prospective students scheduled an appointment with a representative for further information or to schedule an appointment to return.

Refreshments

Should follow all activities. Gives representatives and prospects an opportunity.

Bounce Back Mail Piece

Mail a piece that tests the student's interest with a call of action. Example:

A survey from the executive director or director of admissions measuring the prospective students at the school, a correspondence from the placement department requesting completion and return in order to complete their placement file, or return the correspondence for prize drawing at orientation. Remember to include postage paid envelope for the student to mail back to the school. Using an accordion tickler file system 1 -31 file the letters (which are personalized on the computer) and organize them to be mailed at equal intervals. Generating these letters should be a part of correctly processing the enrollment application and file.

KAPLAN Higher Education
Western Region

JOB DESCRIPTION

POSITION TITLE: Admissions Representative

DEPARTMENT: Admissions Department

REPORTS TO: Admissions Director & School Director

FUNCTION: The Admissions Representative is responsible for interviewing, enrolling & follow-up of prospective students who have inquired about the school programs.

Duties:

I. Inquiry Calls
  A. Follow telephone script.
  B. Overcome objections with the goal of scheduling appointment.
  C. Mail information for those who fail to schedule appointment.
  D. Timely follow-up on al inquiries that fail to schedule appointment.
    1. Telephone follow-up
    2. Mail follow-up
  E. Immediate follow-up on all appointments that fail to show for appointment.
    1. Telephone follow-up
    2. Mail follow-up
  F. Documentation of all inquiries and follow-up.
  G. Schedule acceptable percentage of leads to appointments.

II. Interview
  A. Interview prospective students according to Commitment Based Admissions process.
    1. Initiate Impact
    2. Uncover & Discover Buying Profile
      - Interview Questionnaire
      - IME
      - Probing questions
      - Career Road Map
      - Five Fires & Carrots
      - Ten Primary Features
      - Challenging Questions
    3. Activate Interest
    4. Create Desire
      - Features & Benefits

- School Portfolio
- School Tour

5. Elicit Action
6. Referrals
7. Timely follow-up on al interview that fail to show for appointment.
   - Telephone
   - Mail

III. Enrollment
   A. Complete all required enrollment paperwork with accuracy.
      1. Request HS/GED, & previous education transcripts when needed
   B. Ensure all enrollments have completed financial aid packaging
   C. Ensure all enrollment meet admissions requirements.
      1. HS/GED
      2. Testing
   D. Follow-up to ensure student starts school.
      1. Telephone
      2. Mail

IV. Minimum Standards
   A. Conduct minimum standard interviews for each day worked
   B. Acceptable number of enrollments]
   C. Acceptable Show Rate
   D. Acceptable number of starts
   E. Minimum of one referral for every enrollment

V. Submit all required reports to DOA on a timely basis.

VI. Adhere to schedule of hours set forth by Admissions Director/School Director.

VII. Attend meetings as designated by Admissions Director/School Director.
   A. School meetings
   B. Company meetings

VIII. Honestly & correctly present school's programs and career opportunities.

IX. Keep informed of industries and opportunities for graduates.

X. Other duties as assigned.

Admissions Representative Signature	Date
Director of Admissions	Date

New Admission Representative Training Schedule

Week One

Day One:
3Complete New Hire Paperwork
3Job expectations
3Staff introduction
3Initiate Impact memorization
3Activate Interest memorization
3Review school catalog
3Review employee handbook
3Review all sales promotionals
3Schedule meetings with department heads & instructors

Day Two:
3Meet with Director of Admissions for previous day review
3Morning, sit one hour in all programs lab class
3Afternoon, meet with lab instructor for one hour
3Afternoon, minimum on hour meeting with:
3Placement Director
3Internship Coordinator
3Financial Aid Director
3School Director
3Education Director

Day Three:
3Meet with Admissions Director for previous day review
3Morning, sit in lab classes
3Afternoon, meet with lab instructors
3Afternoon: read Module One Commitment Based Selling Overview
3Memorization Initiate Impact & Activate Interest Statement

Day Four:
3Morning, meet with Admissions Director for previous day review
3Morning, observe Admission Representative interview
3Morning, read Module Two understanding Our Product
3Afternoon, worksheets for Module Two Understanding Our Product
3Memorization Initiate Impact & Activate Interest Statement

Day Five: 3Morning, meet with Admissions Director for previous day review
3Morning, meet with Admission Representative on lead tracking system and reports
3Morning, read Module Three Relating Benefits
3Morning, Worksheets for Module Three Relating Benefits
3Afternoon, read Module Four Success Perspective
3Afternoon worksheets Module Four Success Perspective
3Afternoon, Read Module Five Buying Motives
3Afternoon, Worksheets for Module Five Buying motives

Weekend: 3Review Module One through Five prior to second week training on Commitment Based Selling

Must have Initiate Impact & Activate Interest statement memorized prior to second week training on Commitment Based Selling

Week Two

Day Six: 3Review previous week
3Product knowledge test
3Features & Benefits
3Fires & Carrots
3Success Perspective
3Homework: read Module Six Initiate Impact & Module Seven Uncover & Discover Buying Profile

Day Seven: 3Review previous day
3Initiate Impact
3Role Play Initiate Impact
3Uncover & Discover Buying Profile
3Probing questions
3DOA role play questionnaire
3Homework: Review Module Seven Uncover & Discover Buying Profile & read Module Eight Activate Interest

Day Eight: 3Review previous day
3Uncover & Discover Buying Profile
3Role play, role play, role play
3Activate Interest
3Role play Activate Interest
3Homework: read Module Nine Create Desire & Movude Ten Elicit Action

Day Nine: 3Review previous day
3Create Desire
3Create Desire role play
  3Portfolio
  3Tour
3Elicit Action
  3Elicit Action role play
3Homework: read Module Eleven Develop & maintain Follow-up & Prepare for Interview

Day Ten: 3Interview observation
3Telephone training & handling objections
  3Telephone role play
3Commitment Based Selling Evaluation & Certification
3Homework: read Module Twelve How to Increase Appointments & Interviews

Employment Record

Kaplan Higher Education Corporation
Document 30, Page 34

SUMMARY Name:_____ Date:_

Traits	Evaluation/Comments	
Integrity		
Results Orientation		
Intelligence		
Persuasive Communication Skills		
Customer Focus		
Decision Making		
Team Builder		
Value Driven		
Strategic Thinking		
Comments	Yes No	

Interviewer (Your Name):________________________________

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KHE Success Criteria

Criteria	Demonstrated Behaviors
Integrity	High standards of personal and business ethics. Values align with KHEC. Personal accountability and openness.
Results orientation	Speaks of achievements. Takes ownership. Completes what one starts.
Intelligence	Able to think from abstract to concrete. Vocabulary/grammar. Creative/curious.
Persuasive Communication skills	Asks for the order/closes. Influences others. Eye contact/listening skills.
Customer focus	Appreciates and emphasizes customer perspective. Sets and communicates standards for customer service. Customer/mission focused.
Decision making	Makes tough decisions. Process driven. Logical/organized decisions.
Team builder	Knows role in teams. Collaborates effectively with colleagues. Listening skills/other oriented.
Value driven	Understands the ROI process. Knows the competitive bid process. Understands business, industry, and competition.
Strategic thinking	Proactive versus reactive. Sees outcomes at full scale. Develops strategic plans.

Admissions Representative Product Knowledge Evaluation

HISTORY

1. What year was KHEC College established?
2. Who owns KHEC College?
3. What year did the company acquire KHEC College?
4. How many years has KHEC College served in the community?

THE SCHOOL

1. Who is the Executive Director of KHEC College?
2. Who is the Education Director of KHEC College?
3. Who is the Finance Director of KHEC College?
4. Who is the Placement Director of KHEC College?
5. Who is the Admission Director of SACMDA/CCT?

PARENT COMPANY

1. Who is the president of our parent company?

2. Who is the vice president of our company?

3. Who are the East Coast Directors?
   Operations:
   Education:
   Admissions:

4. When was the parent company established?

5. How many schools currently make up our parent company?

KHEC COLLEGE

1. How many programs does KHEC College offer?

2. What are the programs offered at KHEC College?

3. Who accredits KHEC College institutionally?

4. What programs currently hold programmatic accreditation?

5. What programs are currently working on programmatic accreditation?

6. Does KHEC College guarantee employment to their graduates?

7. Do we offer financial assistance to our students?

8. What type of Financial Aid programs does KHEC College offer?

9. What are the admission requirements for KHEC College students?

10. What are the admission procedures for enrollment?

11. What tests are administered to KHEC College students and what are the minimum scores accepted?

12. Does KHEC College accept ability-to-benefit students?

MEDICAL ASSISTANT

1. What is the length of the Medical Assistant program?
   Days: Evenings:

2. What are the total hours of the Medical Assistant program?

3. How long is the internship for the Medical Assistant program?

4. What days does a Medical Assistant student attend class?
   Days: Evenings:

5. What are the hours of the Medical Assistant program?
   Morning: Mid-morning:

   Afternoon: Evening:

6. What does the graduate receive upon successful completion of the program?

7. Why is it important to become certified?

8. What is the average Medical Assistant graduate starting salary?

9. What is the current year placement percentage for the Medical Assistant program?

10. What three areas are the Medical Assistant trained for?
A.
B.
C.

11. What are five job opportunities for Medical Assistant graduates?
A.
B.
C.
D.
E.

MISCELLANEOUS

1. What are the differences between a traditional college and a technical/vocational college?

2. Who are KHEC College's competitors?

3. What is the advantage of someone wanting to use KHEC College as a stepping stone toward their career goals?

4. What can the school grant a student that has a medical condition or has military obligations?

5. How many consecutive days can a student miss before the school must drop them?

6. What percentage of absences can a student accumulate for the entire program?

7. How much time does a student have to cancel their application to be eligible for a refund of the registration fee?

8. A prospective student must be given a tour of the school prior to enrollment.
   A. True
   B. False

9. A student must be given a school catalog at the time of enrollment.
   A. True
   B. False

New Admission Representative Commitment Based Check-Off

Admission Representative:

Training	Time	Date	Staff Sign-Off	Representative Sign-Off
Module One				
Module Two				
Module Three				
Module Four				
Module Five				
Module Six				
Module Seven				
Module Eight				
Module Nine				
Module Ten				
Module Eleven				
Module Twelve				
Product Knowledge Evaluation				
Interview Observation				
CBS Evaluation				
Certification				

New Admission Representative Product Knowledge Check-Off

Admission Representative:

Training	Time	Date	Staff Sign-Off	Representative Sign-Off
Paperwork				
Job Expectations				
Staff Introduction				
School Director				
Education Director				
Placement				
Internship				
Financial Aid				
Medical Assistant				
Dental Assistant				
Medical Office				
Pharmacy Tech				
Phlebotomy/EKG				
Insurance Processor				
Surgical Technician				

Daily Calling Record

Name ______________________________

Date ______________________________

# of Appointments ______________ # of Referrals ______________

Calls

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Contacts

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Appointments

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Interviews

Name	Results

Enrollments

Student's Name	Phone #	Course	Lead Source	Start Date

KAPLAN

HIGHER EDUCATION

Commitment Based Selling
Admissions Training

TABLE OF CONTENTS

KAPLAN HIGHER EDUCATION

KAPLAN OPERATING PRINCIPLES

-Achieve results for our customers-

-Focus on profitability-

-Set high expectations-

-Be the employer of choice-

-Make the world a better place-

KAPLAN MISSION STATEMENT

Kaplan helps individuals achieve their educational and career goals. We build futures one success story at a time.

Sales Begins With...

AWARENESS,

UNDERSTANDING,

&

ACCEPTANCE

OF THE MARKET
WE SERVE!

WE SERVE THE UN-DER WORLD

Who Are Our Students?

- We deal with people that live in the moment and for the moment.
- Our student's decision to start school, to stay in school or to quit school is based more on emotion than logic.
- Pain is the greater motivator in the short term.

Understanding why people are motivated to buy...

<u>Four Motivating Principles of Life</u>

1. Necessity
2. Love of Family
3. Recognition
4. Greed
   - Time
   - Money
   - Energy

UNDERSTANDING OUR MARKET

KAPLAN STUDENT PROFILE

Welfare Mom w/ Kids	Recent Relocation
Recent High School Graduates	Career Change
ATB Students/ Limited Education	UPg.rade Skills
Pregnant Ladies	Physically/Mentally Abused
Recent Divorcee	Recent Incarceration
Military Active/Retired	Dead-End Job
Low Self-esteem	College Credits
Vocational Rehabilitation	Living w/Multitude of Families
Experienced Recent Death	Living w/Parents
	Living w/ Significant Other
Experienced Recent Birth	Fired/Laid Off
Empty Nest Syndrome	Self Employed
Recent Marriage	No Benefits

-UNEMPLOYED-

-UNDERPAID-

-UNSATISFIED-

-UNSKILLED-

-UNPREPARED-

-UNSUPPORTED-

-UNMOTIVATED-

-UNHAPPY-

-UNDEREMPLOYED-

-UNDERSERVED-

WE SERVE THE UN-DER WORLD

Getting an enrollment or getting a sale is easy. Obtaining and retaining a commitment is difficult. The definition of a commitment:

"The self-sacrificing attention and activities focused on a long term course of action."

Commitments cannot be made. Commitments are built over time. An individual decides to be committed and then builds the commitment day by day.

Our customer's lives are full. When they think about introducing school into their lives, what has to change to fit school into their life? (work schedule, less time with family/friends, childcare/back-up, transportation/back-up, etc.)

When we get an enrollment or get a sale, we focus on why we are selling the program. When we retain a commitment (Commitment Based Selling) we focus on why the customer is there and why they want to buy the program.

Most sales presentations use 25 features to every 2 benefits to every 1 buying motives. This is focusing on selling the program, not the individual needs of the customer. Building commitment is a two-way process. The role of the admissions representative is to see if our program is for the customer and to see if the customer is for us.

Three questions every prospective customer asks before a decision to build a commitment are:

1. Why should I trust you?
2. Do I have the confidence to decide?
3. Do I believe that I will benefit from this program?

Value is fair value for something exchanged. Our customers' lives are full. They must believe that they are getting value in fair exchange for what they give up in their lives. Something is going to have to change to make room for school. We have to build value.

Redacted

COMMITMENT BASED SELLING

COMMITMENT BASED SELLING
PRESENTATION FORMAT

INITIATE IMPACT
Name of your college
Credibility, Professional, and Representative
Role Recommendation

UNCOVER/DISCOVER BUYING PROFILE
Questionnaire

ACTIVATE INTEREST
World of Specialization
Shortage & Demand
Skilled People
Meaningful Career
Your college Philosophy
Your College Reputation
#of Years Established
Small Classes
Hands-One
Accredited
Counseling/Guidance Programs
Qualified Instructors
Specialized Training
Modern Equipment
Placement
Students Must Qualify
QUALIFICATIONS
Interest
Motivation
Willingness to Make the Effort

Agreement to continue

CREATE DESIRE PORTFOLIO
Company Corporate Logo
Pictures of President/Owner/CEO
Pictures of Key Managers
Pictures of Key Staff Members
Pictures of Schools
Philosophy
Accreditation Certificate
Need for Specialization
Opportunities
Curriculum
Letters
Testimonials
Pictures of Students in Class
Unique Features and Selling Points
Pictures of Graduates at Work
List of Employers who Hire Graduates
Earning Opportunities
Tuition/Costs
Summary of School Benefits
Summary of Qualifications
Graduation Certificate

DEVELOP/MAINTAIN FOLLOW-UP

ELICIT ACTION
CLOSE

INITIATE IMPACT

Purpose:

1. Prospect understands the Admissions Representative role.
2. Prospect understands the importance of the interview.
3. Prospect understands how the interview will proceed.
4. Prospect understands why they should trust you.

Remember: The initiate impact statement must be scripted and memorized.

UNCOVER & DISCOVER THE BUYING PROFILE

Purpose:

1. Identify 10 primary Features
   (Discover what is important to the prospect)
2. Identify 5 Fires
   (Discover what the prospect wants to eliminate/reduce/avoid)
3. Identify 5 Carrots
   (Discover what the prospect wants to improve/enhance/increase)
4. Identify Challenging Questions
   (Discover where the prospect has broken or bent a promise or commitment in the past)

IMPORTANT:

- The IQ must be completed by the Ad Rep.
- The IQ should take a minimum of 40 minutes to complete.
- The IQ must include IME at the beginning of every section.

ACTIVATE INTEREST

Purpose:

1. The transition from receiving information to giving information.
2. Bridge between asking questions to showing the school.
3. The Ad Rep presents 10 primary features/benefits.

CBS OUTLINE

CBS OUTLINE

CREATE DESIRE

Purpose:

1. Schools evidence of credibility.

    - Tour/Portfolio
    - Proof Sources/Testimonials

2. Presented using 3rd party Success Perspectives:

    - OUR STUDENTS
    - OUR GRADUATES
    - OUR EMPLOYERS
    - STUDENTS IN SIMILAR SITUATIONS
    - GRADUATES THAT WERE IN SIMILAR SITUATIONS

ELICIT ACTION

Purpose:

1. Prospect and Ad Rep move toward the close of the interview process.

2. Elicit Action is the CLOSE.

DEVELOP & MAINTAIN FOLLOW-UP

1. Ensures enrolled students start their training and graduate.

Redacted

FIRES & CARROTS

Our customers must have the confidence to decide between two choices.
These two choices are: FIRES OR CARROTS

- Fires are things our customers are looking to avoid, reduce or eliminate.
  Examples of Fires

Low Pay	Unemployment	Low Job Satisfaction
Dependence	Abuse	Lack of Security
Low self-esteem	Limited Future	Hate my job
Fear of Failure	No time with family	Lack of growth

- Carrots are things our customers are looking to improve, increase or enhance.
  Examples of Carrots

Independence	Stable Future	More Money
Advancement	Recognition	Confidence
Self Image	Choices	Quality of Life
Security	Job Satisfaction	Like what I do

Fires & Carrots are the Buying Motives customers use to decide whether or not to make and build a commitment. Fires are the known, the life the customer currently has. To decide to choose the fires is a safe decision. Carrots are the unknown, the life our customer wants. To choose the carrots is a risky decision for the prospect.

Our customer selects either the fires or the carrots when we interview them. Our close rate is 100%. When we finish our interview our customers are sold one way or the other. They either buy going back to the Fires, which is safe, or they buy going forward to the CARROTS, which is a risk.

What kills the commitment is the decision to play it safe, to go back to the fires, and to forgo the hope of getting the carrot. Carrots are their DREAMS. Fires are their REALITY.

How do we change our interview process to obtain and retain a committed customer rather than just getting an enrollment? If we want to obtain and retain customers rather than getting a sale, if we want our close rate to go up, we must focus on their benefits and their buying motives rather than the features of our programs. The features of our program are not a fair exchange and represent little or no value to them. We must also challenge their commitment in order to help them decide to begin the day-by-day journey.

When we interview a customer using 25 features for every 2 benefits and every 1 buying motive we are using duct tape to make the sale. Will the enrollment agreement stick? Who knows?

Our students do not go to school because they like school, hands-on training, free tutoring, or small classes, etc. Each individual whom we interview has his/her own buying motives (FIRES & CARROTS) and his /her own benefits from our program. To focus on features like small classes, free tutoring or caring instructors is to use duct tape to get the sale. Will the enrollment agreement stick? Who knows?

Redacted

BUYING MOTIVES

Buying motives are the reasons a prospect wants to attend a Kaplan College.

Buying motives are the influences that motivate the prospect to start and graduate.

Buying motives are different for everyone.

Buying motives are the foundation of the sales dialog.

OUR CUSTOMERS HAVE 2 CHOICES

1. FIRES: *What the prospective student wants to:*

ELIMINATE	REDUCE	AVOID
Dead-end job	Stress	Dependence

2. CARROTS: *What the prospective student wants to:*

INCREASE	IMPROVE	ENHANCE
Earnings	Working Conditions	Quality of life

FIRES ARE THE SAFE DECISION. This is the life that the prospective student knows. The life they have now.

CARROTS ARE THE RISKY DECISION. This is the life that the prospect does not understand or know.

OUR PROSPECTS ARE MOTIVATED MOSTLY BY THEIR CURRENT SITUATION THAT CAUSES THEM TO WANT SOMETHING DIFFERENT. THIS PAINFUL REALITY (FIRES) MOTIVATES THE STUDENT TO TAKE ACTION.

100% Close
They buy us - commit to change life
or
We buy them - Return to their misery

Redacted

Fires & Carrots

FIRES	CARROTS
Low pay	Improved income
Dependence	Independence
Low self-esteem	Improved self-esteem
Unemployed	Stable future
Limited future	Security
No time with family	Choices
Fear of failure	Confidence
Low job satisfaction	Job satisfaction
Hate my job	Like what I do
Lack of growth	Advancement
Dead-end job	Benefits
Work too many hours	Work conditions
No support at home	Recognition
Unsupportive employer	Improved lifestyle
Job lay offs	Material things
Work hours	Enhanced family life
No savings	Nest egg

FIRES & CARROTS

Redacted

WHY CUSTOMERS BUY

TO INCREASE	TO IMPROVE
1.____	1.____
2.____	2.____
3.____	3.____
4.____	4.____
5.____	5.____

TO ENHANCE	TO REDUCE
1.____	1.____
2.____	2.____
3.____	3.____
4.____	4.____
5.____	5.____

TO AVOID	TO ELIMINATE
1.____	1.____
2.____	2.____
3.____	3.____
4.____	4.____
5.____	5.____

Redacted

FEATURES

Features are FACTS:

What the product is or has

BENEFITS

Benefits are ACTIONS:

What the product can do

FEATURES & BENEFITS

Redacted

FEATURES & BENEFITS

Features and Benefits are the 3rd component of the Buying Profile.

FEATURES ARE FACTS: What our product is or has.
Examples: Small classes, hands on training, experienced instructors, essential courses, and flexible class schedules.

There are 3 types of Product FEATURES:

1. **Primary Features** - What is most important to the prospective student?

2. **Secondary Features** - Not as important to prospective student.

3. **Separator Features** - What makes the school different than the competition?

<u>FEATURES PROVIDE A MEANS OF RELATING PRODUCT BENEFITS TO PROSPECTS BUYING MOTIVES.</u>

BENEFITS ARE ACTIONS: What our product can do.

SO WHAT! WIFM'S (What's in it for me?): We must present a benefit with every product feature presented. Example: Small classes allow our instructors to spend individual attention with our students if needed.

FEATURE SELLING WITHOUT BENEFITS IS GAINING AN AGREEMENT TO ENROLL. We refer to this as Duct Tape selling. Will it stick? Who knows!

Prospects make their decisions emotionally (Fires & Carrots). They justify their decision logically (Features & Benefits).

FACTS TELL.... STORIES SELL...

Redacted

FEATURES/BENEFITS/BUYING MOTIVES

The following pages contain a mixed listing of features, benefits, and buying motives. Identify which of these categories that each item is to be associated with.

Individual attention __________

Tutoring __________

Receive the most up-to-date training __________

Matches the graduate with the best career opportunity __________

Caring instructors __________

Specialized training __________

Limited future __________

Independence __________

Learn by doing __________

Graduate and earn money sooner __________

Modern facilities __________

Changing and modifying programs to meet the demands of business & industry __________

Stable future __________

Essential subjects __________

Improved lifestyle __________

Employers know our graduates possess the necessary skills __________

Improved earnings __________

FEATURES/BENEFITS/BUYING MOTIVES

Knowledgeable admissions representatives ____________________

Every staff member takes a concerned interest in each and every student ____________________

Admissions process ____________________

Dead-end job ____________________

Financial specialist ____________________

Hate my job ____________________

Short-term training ____________________

Students that have similar interest ____________________

More money ____________________

Brighter future ____________________

# of years in business ____________________

We do what we say we're going to do ____________________

Financial security ____________________

Like what I do ____________________

Accreditation ____________________

More one-on-one attention ____________________

Industry experienced instructors ____________________

Externship ____________________

Caring staff ____________________

Students gain real-world experience ____________________

Work in a career that I like ____________________

FEATURES/BENEFITS/BUYING MOTIVES

Employers know that we must follow certain guidelines and maintain high standards. ____________________

Allow students to work, juggle family, home, and school at the same time. ____________________

Established reputation ____________________

Convenient class schedules ____________________

Want a better life for my family ____________________

Hands-on training ____________________

Industry-oriented equipment ____________________

No time wasted with unnecessary courses ____________________

Bring real-world training into the classroom ____________________

Advisory board ____________________

Diploma/Degree ____________________

Improved benefits ____________________

Dependent ____________________

Improved work hours ____________________

Each staff member takes a sincere interest in each and every student ____________________

Provide our students focus on training in one area of expertise ____________________

Shows employers that our students have the ability to set goals and stick to them ____________________

Career Services ____________________

FEATURES/BENEFITS/BUYING MOTIVES

Improved opportunities for promotion ____________________

Admissions interview ____________________

School Director ____________________

Role model for children ____________________

Provide family with wants and needs ____________________

Job security ____________________

Nest egg for children's education ____________________

Certification ____________________

Our students know that each student is committed ____________________

Builds graduates confidence and experience to enter into the job market ____________________

Constantly in touch with businesses to determine what skills employers expect ____________________

School location ____________________

Students learn on equipment used in the workplace ____________________

Low income ____________________

Recognized by employers for producing skilled graduates ____________________

Limited or no advancement ____________________

Student Services ____________________

Redacted

FEATURES ..... BENEFITS

FEATURES & BENEFITS WORKSHEET

FEATURES	BENEFITS
# of years in business	
Industry related equipment	
Career Services	
Accreditation	
Hands-on training	
School Director	
Caring staff	
Certificate/Diploma	
Reputation	
Short-term	

What is the Success Perspective?

The success perspective is the means of communicating with the prospective student so they view our school through the experiences of successful students and graduates.

The success perspective consists of 5 ways to relate a product benefit without interjecting the prospect into the training.

Our Students - Our students tell us they enjoy the hands-on training they receive at Kaplan College. They say that the hands-on training really prepares them for what would be expected of them in the workplace.

Our Graduates - Our graduates have stated that the externship developed their confidence and experience needed to start their new careers.

Employers - Employers have told us that they really like the fact that we train our students with industry related equipment. These employers have the confidence to hire our graduates because they know that they will not have to spend a lot of time on additional industry equipment training...

-Students in similar situations
-Graduates in similar situations

NO YOU!

Using 1st person weakens the commitment. By not using you or 1st party when showing our product keeps the prospect from assuming that they have been accepted.

Not chasing prospect to enroll continues to build commitment. Desire increases!

SUCCESS PERSPECTIVE

Redacted

FEATURES	BENEFITS
Industry Experienced Instructors	
Essential Subjects	
Small Classes	
Internship	
Admissions Interview	
Specialized training	

FEATURES/BENEFITS/BUYING MOTIVES

SUCCESS PERSPECTIVE RELATED WORDS

Told

Tell

State

Said

Say

Feel

Believe

Felt

Declared

Informed

Reported

Liked

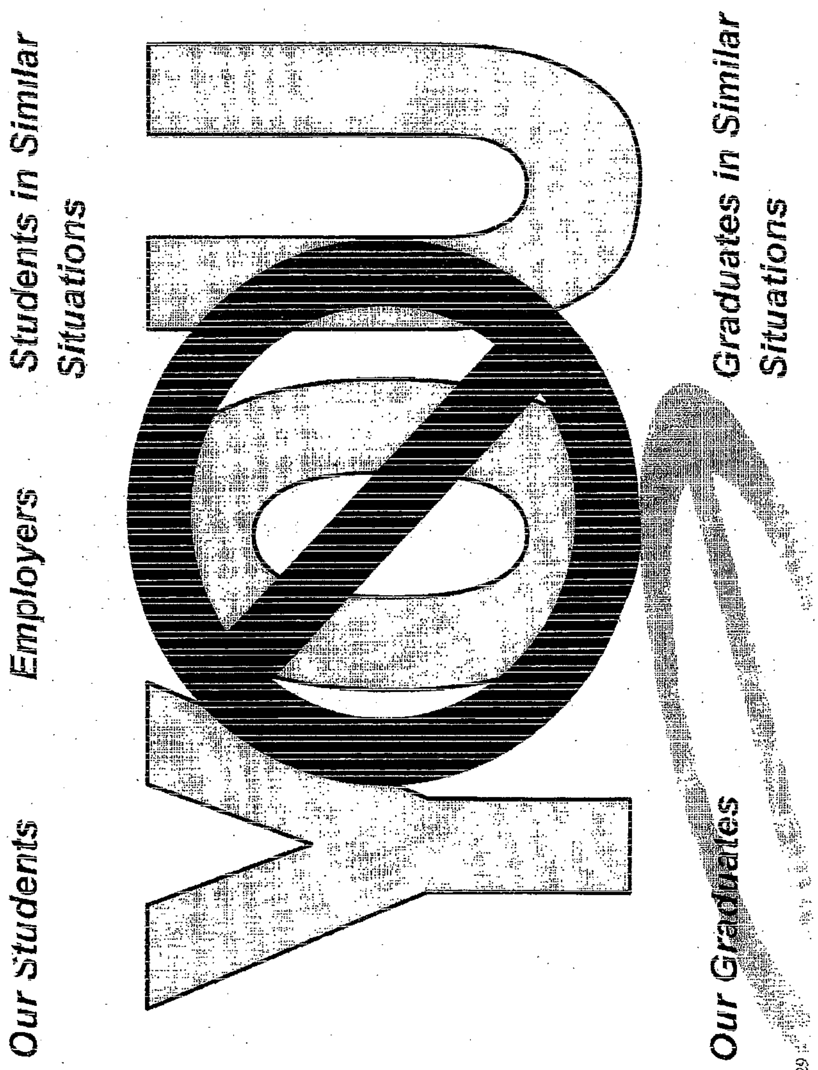
Acknowledged

Confirmed

Indicated

Have shared

Implied



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SUCCESS PERSPECTIVE WORKSHEET

Success Perspective - Students

Practice relating features and benefits while speaking in the success perspective. Using ***"small classes"*** as a primary feature write a dialog using ***"Our Students"*** as the success perspective along with ***"small classes"*** and the corresponding benefit.

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____

Success Perspective - Graduates

Practice relating features and benefits while speaking in the success perspective. Using ***"placement specialist"*** as a primary feature write a dialog using ***"Our Graduates"*** as the success perspective along with ***"placement specialist"*** and the corresponding benefit.

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____
____

Success Perspective - Employers

Practice relating features and benefits while speaking in the success perspective. Using ***"advisory boards"*** as a primary feature write a dialog using ***"Employers"*** as the success perspective along with ***"advisory boards"*** and the corresponding benefit.

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____
____

Redacted

SUCCESS PERSPECTIVE WORKSHEET

Success Perspective - Students

Practice relating features and benefits while speaking in the success perspective. Using ***"essential courses"*** as a primary feature write a dialog using ***"Our Students"*** as the success perspective along with ***"essential courses"*** and the corresponding benefit.

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____
____

Success Perspective - Graduates

Practice relating features and benefits while speaking in the success perspective. Using ***"hands-on training"*** as a primary feature write a dialog using ***"Our Graduates"*** as the success perspective along with ***"hands-on training"*** and the corresponding benefit.

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____
____

Success Perspective - Employers

Practice relating features and benefits while speaking in the success perspective. Using ***"externship"*** as a primary feature write a dialog using ***"Employers"*** as the success perspective along with ***"externship"*** and the corresponding benefit.

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____
____
____

Redacted

SUCCESS PERSPECTIVE WORKSHEET

Success Perspective - Students in Similar Situations

Practice relating features and benefits while speaking in the success perspective. Using ***"experienced instructor"*** as a primary feature, write a dialog using **"Students in Similar Situations"** as the success perspective along with the corresponding benefit of ***"experienced instructor."***

____
____
____
____
____
____

Success Perspective - Graduates in Similar Situations

Practice relating features and benefits while speaking in the success perspective. Using ***"tutoring"*** as a primary feature, write a dialog using **"Graduates in Similar Situations"** as the success perspective along with the corresponding benefit of ***"tutoring."***

____
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____
____
____
____

Success Perspective - Employers

Practice relating features and benefits while speaking in the success perspective. Using ***"industry equipment"*** as a primary feature, write a dialog using **"Employers"** as the success perspective along with the corresponding benefit of ***"industry equipment."***

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____
____
____
____

Redacted

Success Perspective - Students

Practice relating features and benefits while speaking in the success perspective. Using *"caring staff"* as a primary feature, write a dialog using **"Students in Similar Situations"** as the success perspective along with the corresponding benefit of *"caring staff."*

Success Perspective - Graduates

Practice relating features and benefits while speaking in the success perspective. Using *"resume preparation"* as a primary feature, write a dialog using **"Graduates in Similar Situations"** as the success perspective along with the corresponding benefit of *"resume preparation."*

Success Perspective - Employers

Practice relating features and benefits while speaking in the success perspective. Using *"certification"* as a primary feature, write a dialog using **"Employers"** as the success perspective along with the corresponding benefit of *"certification."*

Redacted

SUCCESS PERSPECTIVE WORKSHEET

SUCCESS PERSPECTIVE WORKSHEET

Practice relating features and benefits while speaking in the success perspective. Using "small classes, externship and advisory board" as primary features, write a dialog using "Our Students, Our Graduates and Employers" as the success perspectives along with the corresponding benefits of "small classes, externship, and advisory board." Also, write dialog tying in 3 fires & 3 carrots and a challenging question.

Redacted

INITIATE IMPACT

Hello ____________, I'm ______________, It's nice to meet you.
Welcome to _________________________. Would you care for something to drink?

____________, Let me share with you what we will be doing today. First, I'd like to tell you about ______________________ and how we have helped others to get started in professional careers.

Next, I will be asking questions about your interest, education, work experience, and career goals. We'll also talk about our students, our graduates, and why employers hire our graduates.

____________ is one of the oldest private career schools in Texas. It was established in __________ and through the years has prepared thousands of students for careers in .
In __________ the school joined Kaplan Higher Education Corporation, now our parent company with a network of over ____ career schools nationwide.

The admissions process is very important here. My role as a professional Admissions Representative is to help individuals make the right career decisions and determine whether ______________ is right for them. We do this by looking for three things: INTEREST, MOTIVATION, and EFFORT. A person must have a sincere interest in pursuing a career at ___________, be motivated to attend class everyday, and be willing to put forth the effort to not only be a successful student, but a successful graduate. So you can see __________, we're not for everyone and everyone is not for us.

Our students who have gone through this very same process have told me it was very helpful for them in deciding if ___ was right for them, and whether or not to try for acceptance.

__________, do you have any questions about what we're going to do today? *(If the student has questions, simply note them at this point and assure the prospect that by the end of their visit all of their questions will be answered.)* By the way, _________________, since this is an important decision, I'd like to take our time and start by asking you some questions.

Redacted

UNCOVER & DISCOVER THE BUYING PROFILE

This step of the Commitment-Based Selling process is devoted to understanding the prospect's buying profile. Like the doctor who must first ask the many questions before prescribing a cure, the admissions representative must also ask many questions in order to provide the prospective student with the proper guidance. The Uncover & Discover step is also known as the "I.Q." (Interview Questionnaire). This is where the Admissions Representative uses the interview questionnaire. This process requires communication skills, listening skills, and a true understanding of what we are looking for in order to assist the prospect in making the right decision. The admissions interview is built on the unique understanding of each prospective student. Each individual prospect comes to the interview with a unique buying profile, and it is the admissions representative's responsibility to understand each part of the buying profile.

The Admissions Representative uses the interview questionnaire to find out:

- **10 Primary Features**
  What is primarily important about our school or training program to the prospective student?
- **10 Primary Benefits**
  What & why will those 10 primary features be of benefit to the prospective student?
- **5 Fires**
  What are five things the prospective student wants to avoid, reduce, or eliminate?
- **5 Carrots**
  What are five things the prospective student is looking to improve, increase, or enhance?

Where in the past did the prospective student break or bend a promise or commitment? Where should the Admissions Representative challenge or test the prospective student's interests, motivation or effort? What are the areas that may cause the prospective student to start but not finish school? The questionnaire including any data sheet should be filled out by the admissions representative. No information should be filled out in the lobby. The questionnaire will take a minimum of 40 minutes to complete. The representative should not just ask the questions on the standard questionnaire. They should keep asking questions, probing four to five questions deep to get the answers they need.

IMPORTANT: The admissions representative should *NEVER* go on to the next step until they have completed the profile on the prospective student which includes all 10 primary features, 10 primary benefits, 5 fires, 5 carrots and challenging questions.

Redacted

1. DRAW CIRCLE

2. FILL IN CIRCLE: Name/ Career/Year 2007

3. CARROTS

Let's take a look at the future you want in a career as ____________. If you were accepted to school and graduated in ____ months, it would be 2007. Let's look two years from graduation somewhere around the year 2009 or 2010. You've been a ______________ for two years. You've received 104 paychecks, 2 raises, and are due for another raise in six months. You've done your job well. You're working everyday doing what you enjoy.

How has your life improved from the way it is today? What has gotten better? (Retirement, benefits, improved earnings, home, car, independence, provide for family wants and needs, recognition, role model, advancement, etc.) Write carrots around the circle.

You're now (review carrots). How do you feel now?

_________________, of all these goals, which are the three most important to you? Which three do you want to achieve first? (give prospect pen to prioritize – 1, 2, 3...)

4. FIRES

_________________, now let's go back to your life now and take a look at your current situation. Review fires from IQ—dead-end job, long work hours, shift work, not providing for family, hate job, dependent on others, low/limited income, no time with family, no benefits, low self-esteem, etc. (refer to left side of career road map where the representative has listed fires). Is there anything else that you really hate about your life right now?

_________________, of all these things, which are the three most important that you want to eliminate from your life first? (give prospect pen to prioritize- 1, 2, 3...).

If you stayed in your current situation, can you have the life you want? Why not? What do you need to have the life you want? What is keeping you from having the life you want for you and your family? What is keeping you from working in the __________ field?

CAREER ROAD MAP

5. DRAW BRIDGE/ARCH

_______________________, what do you need to do to get from unskilled to this life? What do you have to do to get from here to here, from this life.. to the life you want? Describe it. (refer to carrots) Draw the arch (they will say training or skills from their current situation (fires) to the life they want (carrots). What is it going to take to move from this life to this life? List training/skills below the arch.

What is it going to take to get from unskilled to skilled? How will you get the training & skills? Where will you get the skills? (they will say school or education). Write School/Education above the arch.

6. DEVELOP PLAN

____________________, here at Kaplan College, we interview 100's of students; many of them had very similar situations as you have shared with me today. Many of them said they too wanted a better life for them and their family and knew that they must go back to school to have this life. Many of these students told us that they already had busy schedules and would need to make modifications or changes to their daily routines to fit school in. What would you need to change in your daily life to make room for school? Let's put together a plan that will allow you to fit school into your busy schedule (if student is having difficulty answering the question, refer to childcare/back-up, study time, transportation/back-up, motivation, friends, boyfriend/spouse, family, internet, etc. Draw the pie here). Can you tell me one more time, what are the three things I look for in recommending students for acceptance? Write IME at the bottom corner of the career road map™.

Redacted

CAREER ROAD MAP

PERSONAL

There are three things that I look for in recommending a student to be accepted. Can you tell me what these three things are? Why do you think we look for these three things in recommending a student?

Is there an additional phone number in the event I need to get in touch with you?

Do you have an email address?

Do you live on your own or with your parents? (Fire)

How do your parents/spouse feel about the idea of you going to school? (Fire)

Parents/spouse, how do you feel about __________ career choice? (Fire)

Have you given any thought to the childcare for ________________?
Would you have a back up plan if ______________ would not be able to keep __________? What would your back up plan be? (IME & Obstacle)

How do you plan to get to school every day? If your transportation broke down would you have a back up plan? What would it be? Have you looked into the bus schedule yet? (IME & Obstacle)

So ____________, what you're telling me is childcare for your children and transportation would not prevent you from attending your classes? Is that correct? (IME)

Have you had an opportunity to talk with student/graduate about their experience here? (Feature)

EDUCATION

There are three things that I look for in recommending a student to be accepted. Can you tell me what these three things are? Why do you think we look for these three things in recommending a student?

Tell me about your educational background. What grade level did you complete in high school? (IME)

What classes were you taking when you attended (*name of college*)? When you enrolled at (*name of college*) what was your career interest? So what changed? If you had it to do over, what would you do differently? (Instructors, essential courses, short term, convenient class schedules, etc.) (IME & Feature)

PROBING QUESTIONS

EDUCATION CONT.

If you were accepted to (*name of your school*) would any of these obstacles affect your training now? (IME)

Did you drop out of High school/college because you weren't interested? Not motivated to attend your classes? Or unwilling to put forth the effort?

Are you the type of person that learns better if someone shows you how to do something? Or do you learn better if you're given a book and told to read it, then do it? (Feature)

How was your attendance in high school/college? What would your attendance be like now? What would be different this time? (Motivation)

Was there anything missing you needed from your high school/college experience? (Feature)

What has kept you from getting your GED? Do you think getting your GED is important? Why? Are you serious about getting your GED? What do you need to do to start the GED process? (IME)

Have you ever applied at any schools in the past? If so, when and where? Did anything prevent you from starting the program? What held you back? (IME)

Since you acquired additional training, what did it do for you? How have you grown? What do you have today that you would not have, had you not obtained additional training? (Carrots)

What prevented you from finishing College XYZ? What was missing from your experience at College XYZ? If you could do it all over again, what would you change? What did you need from College XYZ that you did not receive? (Feature)

Do you normally do better in classes that you have an interest in? (Interest & Feature)

Why did you enjoy these classes? (Feature)

Why did you not enjoy these classes? (Feature)

What needed to change for you to perform better in school? IME (Feature)

What needed to change for you to have enjoyed those classes? (Feature)

If you were a student now, would you only want to study the classes that you have an interest in? (Feature)

PROBING QUESTIONS

EDUCATION CONT

Did you not do well in school because you weren't interested in school? Not motivated to attend your classes or unwilling to put forth the effort?

If you were to be accepted to ____________________ would you put forth more effort than before? Why would it be different now? (IME)

Would that be important to you now? Why? (IME)

Can you tell me more about that experience? (Feature)

What is important to you now about the school you attend? (Feature)

Many students have told me that (Feature) would be important to them. Would this be important to you?

What are you looking for a school to provide? (Feature)

Why would you pick a particular school? (Feature)

Would these things be important to you now? How would these things help you to become successful now? (IME)

OCCUPATIONAL

There are three things that I look for in recommending a student to be accepted. Can you tell me what these three things are? Why do you think we look for these three things in recommending a student?

Are you looking for work now? (Fires & Carrots)

Why are you not working now? Do you have a plan? What is your plan? (Fires& Carrots)

What happened to your last job? IME (Fires& Carrots)

Do you plan to work and go to school at the same time? (Feature)

What are your work hours? What shift do you work? What days do you work? Is your job full time or part time? Do you work overtime? (Feature)

Have you discussed with your employer the idea to go to school? How do they feel? Are they willing to work with your school schedule? (Obstacle)

PROBING QUESTIONS

PROBING QUESTIONS

OCCUPATIONAL CONT

What are your wages? Are you satisfied with your current earnings? How much do you want to earn? What is it going to take for you to make that kind of money? What do you need to do to get there? Are you committed to doing that? (Carrots & IME)

Would your work hours prevent you from reaching your goals? (IME) Do you like the hours that you are currently working? Why or Why not? (Fires or Carrots) What else is missing about that job? (Fires or Carrots)

What if you were offered a job that conflicted with your school hours? How would you handle that? (IME or Obstacle)

What do you want from a job that you are not getting with your current job? Is there anything else you want? How will you be able to get what you want? (Fires or Carrots)

Is it possible for you to achieve (Carrots) in your current job/situation?

What are your employment needs? What is going to make you happy? What is going to motivate you to perform at your best? (Fires & Carrots)

What is your best friend's name?

When you say everything or nothing must change about your current situation, are you referring to the hours, the pay, the working conditions, your job duties, your boss, or whether or not your job is fulfilling? (Fires & Carrots)

INTEREST

There are three things that I look for in recommending a student to be accepted. Can you tell me what these three things are? Why do you think we look for these three things in recommending a student?

These things must be very important to you to set aside time for them each week, is that so? You must really be good at balancing a lot of things at once. How do you plan to now balance school into your daily routine? How would you do it all? (IME)

Would school be a priority over your outside activities? Would school be as much a priority as these activities? (IME)

How would you feel about putting these activities off for a while? (IME)

Are you a creative or a technical person? (Interest)

INTEREST CONT.

Why is it important that you receive your certification? (Fires & Carrots)

What is it about that career that appeals to you? (Carrots)

Why haven't you pursued this career? What has held you back from pursuing this career? (IME)

Why do you think this career is for you? (Carrots)

Is there a specialty area you would like to work in? (Interest)

If you had a magic wand and you could go "SWOSH" and you were in that perfect position, what would that perfect position be? (Carrots)

Are you seeking a position that is routine in nature or a position that offers challenge and variation? (Interest)

Have you talked to someone in this position about what they do? Could you see yourself in this career? What do they have in their career that you don't have? (Carrots)

How do think it would make you feel to be in a career you truly enjoy? How would your family benefit? What makes you confident that you would be happier? Are you serious about doing what you need to get there? (Carrots)

How do you know that you would be happier? Do you feel this career field would be a match for you? (IME & Carrots)

What is different today than the past? (IME)

What has held you back from taking action sooner? Would these things interfere with your starting or finishing school? (IME)

Are you truly serious and ready to make a change? (IME)

What fears or apprehensions are you experiencing about going back to school? (Feature)

CAREER

There are three things that I look for in recommending a student to be accepted. Can you tell me what these three things are? Why do you think we look for these three things in recommending a student?

What could you do to prove him/her wrong? Would you invite him/her to your graduation?

PROBING QUESTIONS

CAREER CONT.

Do you realize if you had taken action when you first thought about this you could already be trained and working as a _________?

When have you made excuses in the past? What was the result of your making an excuse? What did you learn from this experience? Do you feel you're finished making excuses and ready to take action and move forward? (IME)

What would be different now if you had taken action sooner? Where would you be? What would you be doing? How would you feel? (Carrots)

Why do you feel now is a good time to get started? Why not wait a few months? Why are you ready to start moving forward today? (IME)

Why can't you be employed in your career choice today? (Fires)

Where will your life be 5 years from now without a skill? Is that what you want? (Fires)

Are you committed to going back to school to get the things you want? (IME)

PROBING QUESTIONS

Redacted

KAPLAN HIGHER EDUCATION

PERSONAL DATA

Name: ______ Sex: ______

Address: ______ City: ______ State: ______ Zip: ______

Phone: (__) ______ D.O.B: ______ S.S.#: ______

Marital Status: ______ Children: ______ # Dependents: ______

Where did you first hear of about our school? ______

Do you have a friend or relative attending or that has attended a Kaplan school? ______

EDUCATION

High School: ______ Graduation Date: ______ GED: ______

College: ______ Location: ______ # Years: ______

Additional Training: ______ Location: ______ # Years: ______

Why did you stop? ______

Did/Do you like school? Why? ______

Subjects you liked: ______

Subjects you disliked: ______

Grade Point Average: ______ Could you have done better? ______

Why didn't you? ______

If you were asked to return to your high school/college as an advisor, what advice would you give to make the educational experience better for others? ______

OCCUPATIONAL HISTORY

Present position: ______ Employer: ______

From: ______ To: ______ # Hour/Week: ______ Earnings: ______

Are you satisfied with this job? ______

What would you have to change about her current job for you to want to do it for the rest of your life?

______

If you were told you would work at the same place, doing the same job, for the rest of your life, how would this make you feel?

______

Redacted

INTERESTS

Extra curricular activities, hobbies, and special interests: ______________________

____

What career have you always wanted? ______________________

What career appeals to you now? ______________________

Do you know of anyone successfully employed in this field? ______________________

What do they do, career wise, that appeals to you? ______________________

How long have you seriously considered this career? ______________________

Why have you waited until now to pursue this career? ______________________

____

Are you serious about getting started? ______________________

CAREER

If you were told you could never have what you want because you would not do what it takes to get it, how would you reply?

____

____

____

Do you limit your opportunities by making excuses? ______________________

Have you ever regretted that you have not taken action before now? ______________________

Slightly Dissatisfied		Very Dissatisfied
0 1 2 3 4 5 6 7 8 9 10		

What level of dissatisfaction are you at? ______________________

At what level would you prefer to be? ______________________

What is keeping you from reducing dissatisfaction in your job/life situation? ______________________

When would you want your life to start changing? ______________________

What do you need to do about it? ______________________

How would you characterize your personality? ☐ Creative ☐ Feelings ☐ Logical ☐ Action

Redacted

CAREER GOALS

What are your goals?

Redacted

Name: ______

Address: ______ City: ______ State: ____ Zip: ____

Phone: (___)______

How Acquainted: ______

Name: ______

Address: ______ City: ______ State: ____ Zip: ____

Phone: (___)______

How Acquainted: ______

Name: ______

Address: ______ City: ______ State: ____ Zip: ____

Phone: (___)______

How Acquainted: ______

Name: ______

Address: ______ City: ______ State: ____ Zip: ____

Phone: (___)______

How Acquainted: ______

Name: ______

Address: ______ City: ______ State: ____ Zip: ____

Phone: (___)______

How Acquainted: ______

Name: ______

Address: ______ City: ______ State: ____ Zip: ____

Phone: (___)______

How Acquainted: ______

CAREER GOALS

APPLICANT'S NAME: ______________________

How will the school help you achieve your career goals?

How will the school know that you will be a committed student?

Applicant's Signature

Date

Redacted

SUCCESS PLAN

Student Name: ______________________________

Representative's Name: ______________________________

Transportation:
Plan A: ______________________________
Plan B: ______________________________
Plan C: ______________________________

Child Care:
Plan A: Name: ______________ Phone #: ______________
Plan B: Name: ______________ Phone #: ______________
Plan C: Name: ______________ Phone #: ______________

Finances:
Plan A: ______________________________
Plan B: ______________________________

Work Schedule:
Plan A: ______________________________
Plan B: ______________________________

Other: ______________________________
Plan A: ______________________________
Plan B: ______________________________

Support System:
Person # 1: ______________ Phone #: ______________
Person# 2: ______________ Phone #: ______________

IN THE END, YOU ARE LEFT WITH ONLY TWO THINGS TO SAY:
"I WISH I HAD..." OR "I AM GLAD I DID..."
WHICH ONE WILL YOU SAY?

Student Signature ______________________ Date: ______________

KAPLAN HIGHER EDUCATION

PERSONAL DATA

Name: ______________________________ Sex: __________

Address: ____________________ City: ____________ State: _____ Zip: ________

Phone: (____)__________ D.O.B: ______________ S.S.#: ________________

Marital Status: ______________ Children: ____________ # Dependents: ______________

Where did you first hear of about our school? ______________________________

Do you have a friend or relative attending or that has attended a Kaplan school? ______________

EDUCATION

High School: ____________________ Graduation Date: ____________ GED: ________

College: ____________________ Location: ______________ # Years: ______

Additional Training: ________________ Location: ______________ # Years: ______

Why did you stop? ______________________________

Did/Do you like school? Why? ______________________________

Subjects you liked: ______________________________

Subjects you disliked: ______________________________

Grade Point Average: ____ Could you have done better? ______________________

Why didn't you? ______________________________

If you were asked to return to your high school/college as an advisor, what advice would you give to make the educational experience better for others? ______________________________

OCCUPATIONAL HISTORY

Present position: ____________________ Employer: ______________________

From: ________ To: __________ # Hour/Week: _____ Earnings: ________________

Are you satisfied with this job? ______________________________

What would you have to change about her current job for you to want to do it for the rest of your life?

____

If you were told you would work at the same place, doing the same job, for the rest of your life, how would this make you feel?

____

Redacted

INTERESTS

Extra curricular activities, hobbies, and special interests: ______

What career have you always wanted? ______

What career appeals to you now? ______

Do you know of anyone successfully employed in this field? ______

What do they do, career wise, that appeals to you? ______

How long have you seriously considered this career? ______

Why have you waited until now to pursue this career? ______

Are you serious about getting started? ______

CAREER

What are you looking for a school to provide? ______

Why can't you be employed in the career of your choice now? ______

What apprehensions or fears are you experiencing in your selection of a school? ______

Why would you select a particular school? ______

Where would your life be five years from now without a skill? ______

Redacted

CAREER GOALS

What are your goals?

Redacted

Name: ____________________

Address: ____________________ City: __________ State: _____ Zip: _____

Phone: (____)____________________

How Acquainted: ____________________

Name: ____________________

Address: ____________________ City: __________ State: _____ Zip: _____

Phone: (____)____________________

How Acquainted: ____________________

Name: ____________________

Address: ____________________ City: __________ State: _____ Zip: _____

Phone: (____)____________________

How Acquainted: ____________________

Name: ____________________

Address: ____________________ City: __________ State: _____ Zip: _____

Phone: (____)____________________

How Acquainted: ____________________

Name: ____________________

Address: ____________________ City: __________ State: _____ Zip: _____

Phone: (____)____________________

How Acquainted: ____________________

Name: ____________________

Address: ____________________ City: __________ State: _____ Zip: _____

Phone: (____)____________________

How Acquainted: ____________________

ACTIVATE INTEREST

Today's workforce requires individuals to have training beyond high school – training that will prepare them for specialized careers. Employers tell us they have a shortage of qualified professionals to fill positions in their organizations. At ______________________, our philosophy is to meet the needs of these employers by training people such as you for meaningful, productive careers. We have successfully trained and assisted in placing our graduates for over ______ years. How have we achieved this?

Through 10 primary features and benefits. NOTE: This is the only time the representative presents a feature and benefit without one of the success perspectives. The representative simply runs through the ten primary features and corresponding benefits that they listed on the interview questionnaire and then proceed with the ending of the activate interest statement.

As I told you earlier, I'm seeking only those who have a sincere interest in their career field, who are motivated to attend class everyday, and who are willing to put forth their best effort. _________, let's discuss the program that will best prepare you to become a ______________________. When we finish, we will tour our campus and see our students who have made the commitment and are on their way toward successful careers.

Redacted

In this step you will take your school's evidence of credibility, your stopping stations or selling stations, whether that be a pitch book, flip chart, PowerPoint, or other proof sources or testimonials, and present them from a **THIRD PARTY SUCCESS PERSPECTIVE**, mixing them with the customers primary features, benefits, and buying motives.

Always use the **THIRD PARTY SUCCESS PERSPECTIVE** when showing evidence of the school's credibility. The five third party **SUCCESS PERSPECTIVES** are:

- Our Students
- Our Graduates
- Our Students in Similar Situations
- Our Graduates in Similar Situations
- Our Employers

Only say **"YOU"** during the challenging questions.

Remember: Use basic words and language. Do not try to impress the perspective student with your vocabulary.

KISS: Keep It Short and Simple.

Learn the fires in ***THEIR*** words. Don't say, what you mean is... They know what they mean. Use ***THEIR*** words. Speak from their mouth. Every time you correct them you lower their value.

Stopping Station # 1: 3 Features (at least 2 primary features)
3 Benefits
3 Success Perspectives

Stopping Station # 2: 3 Features (at least 2 primary features)
3 Benefits
3 Success Perspectives

Stopping Station # 3: 3 Features (at least 2 primary features)
3 Benefits
3 Fires
3 Carrots
3 Success Perspectives

Paint a Sense of Familiar & Ask a Challenging Question

Stopping Station # 4: 3 Features (at least 2 primary features)
3 Benefits
3 Success Perspectives

CREATE DESIRE

Stopping Station # 5: 3 Features (at least 2 primary features)
3 Benefits
3 Success Perspectives

Stopping Station # 6: 3 Features (at least 2 primary features)
3 Benefits
3 Fires
3 Carrots
3 Success Perspectives

Paint a Sense of Familiar & Ask a Challenging Question

Remember:

A Feature is what your product is.
A Benefit is what your product can do.
A Buying Motive (Fires & Carrots) is what the customer wants done.

Note: Make sure to paint the sense of familiar before asking the challenging question. Remember that most of our customers believe that they are the only one in an unfortunate situation. When we paint the sense of familiar it shows the customer that we have many others attending our school in similar situations, thus building their confidence to decide.

IMPORTANT: Always, always, always take the questionnaire and summary of the 10 primary features, 5 fires, 5 carrots and challenging questions with you on the school tour. This is the architectural blueprint- how can you build the building without the blueprint?

Remember: **FACTS TELL.......................................STORIES SELL**

Redacted

CREATE DESIRE

CHALLENGING QUESTIONS

Looking Into a Lab Classroom

_____, as we gaze into this ___ lab, several of the students you see also dropped out of high school. They mentioned during their admissions interview that they were not confident that they had what it would take to be successful. These students have taken advantage of all the resources the school offers and now they are only weeks away from starting their externship.

__________________, how would I know if I recommended you for acceptance that you would also take advantage of the resources the school offers so you would graduate from the program?

Looking at Graduate Pictures

__________________, many of the graduates that you see in these pictures told us during their admissions interviews that they had attended traditional college for a few semesters, became bored with their classes and dropped out. During their admissions interview they made the commitment to do whatever it would take to graduate from the program.

__________________, if I were to recommend you for acceptance how would I know that this would not be a repeat of traditional college? How would I know it would be different this time? How would I know that you would be committed to starting and finishing the program?

Standing Outside of Classroom

__________________, I would like to point out that many of the students in this classroom are also single parents that juggle school, their families, and their jobs every day. These students have made many sacrifices to be committed to having the life they have always wanted.

__________________, if I were to recommend you to the admissions director, how would I know that you would be willing to make similar sacrifices so you could graduate from the __________ program?

Looking at Pictures of Students in the Classroom

__________________, as we look at these pictures you will notice that many of the students attending are of similar age as you. Many of these students stated during their admissions interview that they were afraid to go back to school because it had been a number of years since they attended school. The only memories they have of school were not fond memories.

__________________, these same students made the commitment to do whatever it would take to start and finish their program. If I were to recommend your application, how would I know that you would ask for extra help if you needed it?

Redacted

EDUCATIONAL INVESTMENT CHECKLIST

NOTE: Representative and prospect just returned to representative's office from the school tour.

REP: ____________, before we discuss the tuition and how our students pay for school, do you have any questions regarding the school, the program, or about anything that we've discussed today?

PROSPECT: No. (Continue with dialog)

If the prospect answers yes, the representative should stop the interview and deal with the prospect's objection using the Feel, Felt, and Found method of overcoming objections. I understand how you feel, others have felt that very same way and what they found was (the answer is in your school).

NOTE: The representative should have the Educational Investment Checklist ready to review with the prospect.

REP: ____________, I'm looking at recommending you for acceptance into the _ program with the start date of ____________.

REP: The registration fee is $100. This fee reserves a seat in the ____________ class start. It also initiates the enrollment and financial aid paperwork and services.

REP: The investment for the ________________ program is eight thousand, eight hundred, and ninety-five dollars. This includes: (Refer to Educational Investment Checklist). *NOTE: The representative should be descriptive in building the value of the investment.*

REP: ____________, are you prepared to write a check for $__________?

REP: ____________, we understand and the federal government understands that most people do not have the money saved for their education. This is why there are federal programs to help individuals like you meet their educational investment. If an individual is willing to participate in the programs that they qualify for there are very few individuals that we are not able to help financially. I'm not a qualified financial aid officer and I can only provide you with general information on how our students pay for school. I can't determine your eligibility. In fact, the federal government would rather I recommend your application based on your level of Interest, Motivation, & Effort. Let me share with you some general information regarding the financial aid programs our school is eligible to participate in. (Refer to Educational Investment Checklist when explaining FA programs)

REP: The school is an eligible institution to participate in a variety of federal loan programs. These loan programs do need to be repaid, typically not until after graduation.

REP: The school is also eligible for Federal Grant programs. These programs do not have to be repaid.

REP: The school also has non-financial aid programs available that may require a co-signor.

REP: Our financial aid office can also work out a monthly cash payment plan for our students with no interest applied to their account.

REP: Our financial aid officer's job is to help our students find the funding to meet their educational investment. Most of our students participate in a combination of these programs. Do these look like programs you would have an interest in applying for? Of the programs we discussed, which would you like to apply for?

REP: The next step in the process is for you to write for me 3 paragraphs. (This step is Elicit Action from the CBS process)

EDUCATIONAL INVESTMENT CHECKLIST

Student Name: ______________________________ Date: ____________

Program: ____

Start Date: ____________________ Time of Day: ____________________

Registration Fee: $____________ Submit Application By: ____________________

Tuition Full Program: $____________

Tuition includes:			
✓ Tutoring	✓ Books	✓ Placement Assistance	✓ Lab Fees
✓ Student Services	✓ Graduation	✓ Lab Supplies	✓Uniform

1. How do you plan on paying for your education/training? ____________________
2. How much have you saved for your education/training? $____________________
3. Our students are required to make a minimum monthly investment of $100 toward their education. Based on your current situation what do you feel you can contribute each month? $______

FINANCIAL AID SERVICES

The school is approved for the following grants and loans:

Loans Federal Grants

- William D. Ford Direct Subsidized Loan
- William D. Ford Direct Unsubsidized Loan
- William D. Ford Direct Parent Loan (PLUS)

- Federal Pell Grant Program
- Federal Supplemental Educational
- Opportunity Grant Program (FSEOG)

WORK

- Federal Work Study Programs

Alternative Financing
- Cash Payments
- Sallie Mae Loans
- One Choice Loans
- Part Time Jobs

The financial aid office is available to provide information concerning eligibility requirements, amounts available, interest rates, and repayment schedules.

FA APPOINTMENT: ____________________ ____________________
Date Time

ELICIT ACTION

1. The representative should have the prospective customer write three paragraphs on their career goals, how training and your school would help them to reach their goals, and how they would assure their commitment to finishing the program and graduating.

   Give the prospective customer the questionnaire and career goals form and then the representative should leave the office while the prospect completes the paragraphs. If you are in an interview with parents or other members of the buying committee, use this time to solidify their commitment.

2. Paraphrase the paragraphs back to the prospective customer or make positive remarks about what they have written. Don't read it word for word. Underline and compliment the important words that indicate interest, motivation, and effort.

3. Remind the prospective customer of your role. Ask them to tell you what the three things are that you look for in deciding whether or not they are ready at this time in their life to begin the journey to commit to start and finish school. They should reply interest, motivation, and effort. Ask them what is interest, motivation, and effort and to explain to you why you look for those three things? They should tell you that you are there to see if they have a serious interest, are motivated to come to school every day and are excited about training and are willing to make the effort to both start and finish school. You, the admission rep, look for that to make sure that it's the right decision for both them and the school.

4. Ask your prospective student that if they had your role and your responsibility was to recommend committed students based on interest, motivation and effort, would they recommend themselves to go to this school? (They will probably say yes).

5. Let the prospective student know that before you can recommend them you have a few more questions you need to ask them. Then take your time and go back through the questionnaire. Ask several more committing questions.

6. Get the prospective student to take vows based on interest, motivation, and effort.

Sample Script VOWS

Interest	If I made a decision to be your admissions representative here at Kaplan College, will this training program be your primary interest for the next ________________ months?
Motivation	If I wrote a favorable evaluation on your behalf, can you promise me that you would be a motivated student, punctual every day, and cooperate with the faculty?
Effort	If I take a favorable evaluation to the school director and recommend you, can you guarantee me that you will make every effort not only to be a successful student, but to graduate?

7. Would you like to try for acceptance?

Redacted

1. WRITE PARAGRAPHS
The next step in the process is I need for you to write three paragraphs. I need you to write a paragraph on what are your career goals, a paragraph on how Kaplan College will help you to achieve your career goals, and a paragraph on how Kaplan College would know that you would be a committed student. (In order to help them - refer to the career road map when discussing each paragraph).

2. PARAPHRASE (do not read out loud)
Underline, or highlight buzz words, fires, carrots, and primary features.

3. REMIND THEM OF REPRESENTATIVE ROLE
As I told you earlier, my role as an admissions representative is to make recommendations for school based on an individuals INTEREST, MOTIVATION, & EFFORT.

4. EXCHANGE ROLES WITH PROSPECTIVE CUSTOMER
If you had my role in an interview like this today and wanted to make the right decision on the recommendation, would you recommend yourself for school based on your INTEREST, MOTIVATION & EFFORT?

5. QUESTIONS/CHALLENGES
Before I can do that, I need to ask you a couple more questions. (Refer back to interview questionnaire)

6. VOWS
Get the prospective customer to take VOWS based on INTEREST, MOTIVATION, & EFFORT.

Sample Script VOWS

Interest If I write a favorable recommendation on your behalf, would you assure me that this training program would be your primary interest for the next _____ months?

Motivation If I recommended you to the admissions director, would you guarantee me that you would be motivated to attend class everyday?

Effort If I took a favorable evaluation to the executive director and recommended you, can you guarantee me that you will make every effort not only to be a successful student, but a successful graduate?

Before asking the prospective student for acceptance, refer to the IQ and provide them with positive feedback about themselves. Build their confidence.

7. ___________________, would you like to try for acceptance?

Redacted

ELICIT ACTION

Before student leaves the representative office.

Rep: How do you feel about your decision today?

Rep: I believe you have made a good decision today. However, I'd like to talk to you about one last thing. Once you start telling your friends and family about your decision to come to school, one of two things is going to happen. You're either going to get positive or negative feedback.

Positive feedback comes from individual's who have always supported you. They're glad to see that you're back in school, and are always there to lend a helping hand. You need to surround yourself with positive attitudes.

On the other hand, there also negative individuals. There are people who know their negative and don't like to see people around them succeed. They say things like, "You're wasting your time." Or "You're throwing your money away." We all know at least one person like this. Then, there are individuals who don't know that they're being negative, and these are the people you need to be aware of. They may be friends or family who don't have all the information that you have. You may hear, "That's not a real college." Or "There is no future in that career." It's important that you understand that they haven't had the opportunity to visit the school and get all the information that you've received today. They may not know that we are an accredited institution that is held up to high standards. They may not know that we have job placement to assist our students and graduates in finding jobs. They just don't have the information that you have.

You've made a good decision today. If I didn't think you were capable of coming to school and graduating, then you would not have received my recommendation. Stay positive! If you need to talk to someone who believes in you, give me a call.

POST CLOSE

Redacted

_____________, Congratulations! (Shake hand) You've made a good decision.

_____________, many of our students told us that they made the decision to attend our school because they knew someone that graduated and went on to be successful in their career. Many of our graduates told them that it was the career training they received at Kaplan College that allowed them to go from a lifestyle of (feedback fires) to a lifestyle of (feedback carrots).

_____________, now that you have made the commitment to improve your future, who do you know that is looking for a career change, is unhappy with their job, or is unemployed? Who do you know that is working a dead end job that they hate, is dependent on others is having a hard time making ends meet, and is not able to provide for their family?

_____________, I need you to give me the names, addresses, and telephone numbers of three to five people that would have the same level of INTEREST, MOTIVATION, & EFFORT that you have and have what it takes to make a commitment to improve their future. (turn over IQ for them to write down the referral information)

REFERRALS

Redacted

Education

What is your educational background?
Did you have the opportunity to receive your H.S. diploma or get your GED?
What year? (Need to know approximate age of student)
What H.S did you attend?
What college did you attend?
What courses did you take?
Did you take computer classes in H.S. or college?

Environment

(Buying committee must be present)

What is your current situation?
Are you living alone, with parents married etc...
Do you have any children?

What part of ______________ do you live in?
How does your family feel about your plans to attend school?
Have you had the opportunity to talk with your family about your interest in

Earnings

Are you aid hourly or salary?
What are your earnings?
You have been there for _____ years... What was your starting wage?
What is the most money you have ever made?
Are you satisfied with your current salary?
Do you have any benefits at your current job?
Do you have financial security?
If unemployed...Are you collecting unemployment?
Who is supporting you...(must find out means of living)
Are you interested in making more $$$$?

AVOID SAYING TOO MUCH....
YOU CAN'T CLOSE OVER THE TELEPHONE!!!

6 E's OF TELEPHONING

Emphasis

What motivated you to call today?
Are you calling for yourself or someone else?
How did you hear about ______________________________?
Are you looking for a new career or advancement in your current career ______________________________?
How did you become interested in ____________________?
How long have you thought about ____________________ training?
Tell me more about your interest in____________________.
What are you looking for in a career?____________________

Experience

Do you have any prior ______________________________ experience?
If so...
Did you learn that through formal training or on the job?
Do you know anyone who is working in the ______________ industry?

Employment

(Get complete job History)

Are you currently employed? *If yes:*
Who do you work for?
What do you do?
Do you work with computers on your job now?
How long have you worked for that company?
What is your work schedule?
What do you like or dislike about your job?
Do you have job security?
What are the possibilities of advancement in your current job?
What type of work have you done in the past?
Are you currently interviewing or looking?
What type of work are you skilled to do?

6 E's OF TELEPHONING

EFFECTIVE TELEPHONE TECHNIQUES

- ☎ Establish Rapport
- ☎ Be Responsive But Take Control of the Conversation
- ☎ Determine Their Career Interest
- ☎ Establish Their Need to Change Careers
- ☎ Establish the Need to Explore the New Career and Training Options
- ☎ Offer the School as the Next Logical Step
- ☎ Offer Choices of Times and Days/Sell Today Appointments
- ☎ Give Directions
- ☎ Reconfirm Appointment Time
- ☎ Close on a Positive Note

Establish Rapport

Hello, this is Start Rep from Quest College calling to speak with Suzie Student about information she recently requested regarding careers in the field.

How are you today?

Is this a convenient time to talk?

Be Responsive But Take Control of the Conversation

Is the information you're requesting for yourself?

What prompted you to call today?

Determine Their Career Interest

How long have you had an interest in pursuing a career in the ______________ field?

What interests you about a career in the ______________ field?

Do you know anyone that works in the ______________ field?

What is it that they do that interests you?

Establish Their Need to Change Careers

Do you work? Where? What do you do? What are your work hours?

Why are you looking for a change?

If unemployed, are you currently looking for work?

How does the job market look for you?

Establish the Need to Explore the New Career and Training Options

Let me see if I understand you correctly, You're currently (feedback their fires). You're looking for an opportunity to work in a job (feedback their carrots).
And in order for you to be qualified to work in the ______________ field, you need career training. Is that correct?

EFFECTIVE TELEPHONE TECHNIQUES

<u>Offer the School Visit as the Next Logical Step</u>

I'd like to suggest that we set up a time for you to visit the school. During your visit we can talk about the objectives of the ____________ training in detail. We'll also talk about the job opportunities our graduates are qualified for, starting salaries, and how our career services department assists our graduates with employment. We'll go on a tour of the facilities so you can see first hand what it would be like as a student at Quest College. You'll also be provided with a financial aid estimate to show you how you can meet your educational investment. Most of all Suzie, I'll be in a position to help you get all your questions answered. How does something like that sound?

<u>Offer Choices of Times and Days/Sell Today Appointments</u>

Suzie Student, I'm currently setting up time for today and tomorrow. Would you have about an hour of time today?

Would the morning or afternoon be better for you?

I can see you at one o'clock or three thirty. Which is better for you?

<u>Give Directions</u>

Communicating proper and uncomplicated directions to the school is just as important as setting the appointment. If prospects do not feel comfortable about where the school is located, or how to get there, they will feel confused, give up, or quickly change their mind about visiting. After giving the prospect the directions, have them repeat the directions back.

<u>Reconfirm Appointment Time</u>

I have reserved about an hour of my time on _______ at _______. Are you sure that you don't have any other commitments or appointments that will conflict with this time?

<u>Close on a Positive Note</u>

My name is Start Rep, and the number here at the school is 111-1111. When you arrive, let the receptionist know that you're here to see me and I'll be right with you.

I look forward to meeting with you to see how I can help you get started in a career in the ________ field that offers (feedback carrots)

See you then.

Note: Never tell the prospect to call you if they can't make it. This just gives them permission to cancel or reschedule.

EFFECTIVE TELEPHONE TECHNIQUES

EFFECTIVE TELEPHONE TECHNIQUES

Let's take some time to think about the most critical, but most overlooked area of the admissions process - the TELEPHONE! It has been determined that most schools lose from 60% to 80% of their leads in the telephone process. If you look at a typical school developing 100 leads in various manners ranging from direct mail to high school presentations- this 100 leads will result in 20 to 40 interviews! This means that 60% to 80% of the leads generated will be lost – before we ever get them to our door!

Now let's take a look at the purpose of the telephone presentation. We must always remember that the purpose of the phone call, whether incoming or outgoing, is to accomplish one objective - to sell the benefits of an appointment to the person coming in to visit the school. The representative should maintain control of the conversation. One of the most fatal mistakes which can be made when dealing with admissions phone calls is to give away to o much information when an inquiry is made to your school. Sell the appointment only! Let's re-emphasize this point....You must remember that when someone calls the school they have a level of curiosity and interest in the school. The basic flow of the call should give the caller just enough information to wet the appetite, and then give the benefits of the caller visiting the school. In reality, this process should take no longer than 5 -to 6 minutes. Typically, the longer the conversation, the less successful the representative will be in setting a good appointment. If the representative answers all the callers' questions they have no need to visit the school. Spend no more time than you must on each call. A call cannot take the place of an interview. The purpose of the appointment is to determine their needs and fill them - the telephone conversation is just to set a firm appointment. If they start to ask too many questions- don't be rude - simply explain that is the purpose of the appointment. The object is to get the caller to come in to visit the representative at the campus.–then the representative will be in a position to not only answer their questions but to allow them an opportunity to learn more about the career and job opportunities they're considering. The suggestion that the caller visit the campus should be presented as a natural response to their questions so that it will be apparent to the prospect that it is in their best interest to do so. If they perceive that the representative will gain more from the appointment than they will, they will not show for the appointment.

Remember to build rapport and trust - it is okay for them to talk, however they should be responding to the representative's conversation. Build desire on their part- not anxiety. Each person the representative calls is different and special... treat them that way!

The telephone is one of the most valuable tools and represents a large part of the representative's daily activity. No matter how effective an admissions representative may be in other areas of admissions, there is no substitute for the telephone because they won't have an interview unless they have an appointment and that starts with a phone call.

Before the representative answers the telephone, they should mentally prepare themselves to accept the philosophy that "people who call about school want to go but need to find a way, and that's what the representative is there for.

Whether we realize it or not, we can hear emotions over the telephone. When we speak with someone over the phone, we can generally tell in the first couple of seconds - the kind of mood they are in. Every time the representative uses the telephone they must sell themselves to the person on the other end. Concentrate on the person at the other end of the conversation. Giving them your full attention means talking about them. Since people generally buy based on emotional feeling, remember that people enjoy talking to people that sound nice. Sound sincere when talking with anyone asking you for assistance. A smile can be heard over the phone. SMILE & DIAL! A representative should place a mirror by the telephone to remind them of the SMILE!

Use simple words and short sentences. Keep the tone conversational, calm and casual. Ask open ended questions to get the caller to open up.

If the representative only has a message number, ask the name of the person you're leaving the message with and thank them. Find out if they would be interested in coming along for the appointment. If they think you sound like a nice person who's interested in helping, they will be more likely to deliver the message and maybe even encourage them to return the call.

The best time of day to make admissions calls will vary with whether the representative is working the high school or the adult market. Let's take a look at the adult market first. Studies have shown that the highest production time for contacting the adult market is from 9:00 a.m. to 11:00 a.m.: again early afternoon from 1:00 p.m. to 3:00 p.m.; and in the evenings, Monday thru Thursday, from 6:00 p.m. until 9:00 p.m. Saturday calling hours also seem to produce a high level of production between 10:00 a.m. and 2:00 p.m. Sunday calling hours are probably the most productive of all if done between 4:00 p.m. and 7:00 p.m. Whether or not you want to utilize Sundays is a matter of personal preference.

Let's look at the high school market. Since high school students generally are in class during the day, daytime hours on weekdays are useless. The most productive hours for contacting high school seniors is between 3:00 p.m. to 6:00 p.m. and 7:00 p.m. until 9:00 p.m., Monday thru Thursdays. The hours of 10:00 a.m. to 2:00 p.m. on Saturdays are very productive for high school students as well as the Sunday hours from 4:00 p.m. until 7:00 p.m.

If the representative is having problems contacting students, they should take a look at the hours they are using for phone work compared with the hours given here. They may find that most of their phone calls are being made during the hours which are considered unproductive.

Remember, **SMILE & DIAL!**

EFFECTIVE TELEPHONE TECHNIQUES

TELEPHONE CHECKLIST

- ☐ Identify yourself immediately
- ☐ State purpose of your call
- ☐ Check to see if this is a convenient time to talk (optional)
- ☐ Use balance of open and closed questions
- ☐ Use the 6 E's
  - Emphasis   Education
  - Experience   Environment
  - Employment   Earnings (optional)
- ☐ Learning prospect's interest/motivation
- ☐ Avoid saying too much – you can't close over the phone
- ☐ Summarize information and recap needs & goals of prospect
- ☐ Clarify and confirm to establish an agreement on needs (C.A.N)
- ☐ Transition statement
- ☐ Detail the benefits of a face-to-face meeting (WIFM)
- ☐ When appropriate, establish the importance of the buying committee's participation
- ☐ Schedule the appointment (manage the timing)
- ☐ Choice close
- ☐ Have prospect write down:
  - Name and telephone Number
  - Date and time of appointment
  - Location of school
  - Make the appointment important
- ☐ Ask for referrals/feel free to bring a friend or family member with you
- ☐ Congratulate prospect on decision to come in for a face-to-face interview – end on a positive, enthusiastic note
- ☐ Confirm with a telephone call and/or an appointment card shortly before the scheduled appointment

Admissions, this is ____________, how can I help you?

Or

Good Morning, my name is ____________; I'm an Admissions Representative with ____________. I was calling to speak to ____________ about information he/she recently requested about careers in the ____________ field.

Is the information you've requested for yourself?
Did an employer refer you to our school?
How long have you been interested in pursuing a career in the ____________ field?
What is it that interests you about the idea of a career in the ____________ field?
Do you know of anyone that works in the ____________ field?

Are you currently working? Where? Work hours?
What would you like to change about your employment situation?

Are you looking for a job? Where have you applied?
Why do you feel your not being selected for these positions?

Tell me about your educational background.
College? Technical/Vocational training?

How does your parents/spouse feel about you continuing your training?
If you decided to pursue career training, would you have your parents/spouse support?

Let me see if I understand you clearly, you're currently (feedback fires). You want a career that will (feedback carrots) and you realize that in order to be qualified for this career you need additional training. Is that right?

____________, I'd like to make a suggestion that I feel would be helpful. Let's set up a time for you to come and visit with me here at the campus. I'll explain the objectives of the ____________ program, the career opportunities our graduates are qualified for, employers that hire our graduates, and how our job placement department assists our graduates in securing their very first job. We'll take a tour of the facilities so you can see first hand what it would be like as a student and make sure the environment we provide would be an environment you would feel comfortable in training. We'll also talk about tuition, financial aid, and how our students pay for school. Most of all ____________, I'll be in a position to answer all the questions I know you have. How does that sound?

____________, I'm currently setting up times for today and tomorrow, would this afternoon or tomorrow be better for you?

Would you prefer morning or afternoon? I have a _ o'clock or would _ o'clock be better?

Do you have a pen/pencil handy so I can give you directions? Have them repeat directions back.

O.K.____________, I have ____________ set-aside just for you. Are you sure that you don't have any other appointments or commitments that will conflict with this time?

____________ If you would like to bring someone with you please feel free to do so. I look forward to meeting you and having the opportunity to help you get out from (feed back fires) and get started in your new career in the ____________ field where you will enjoy (feedback carrots)!

See you then!

TELEPHONE SCRIPT

KAPLAN HIGHER EDUCATION

Shopping Survey
Telephone Quality Control

School: ______________________ Date: ______________
Ad Rep: ______________________ Time: ______________
Inquiry Name: ______________________

Receptionist Checklist:

How many rings before answering? ________

Y	N	*Did the Receptionist...*
___	___	Properly identify the school?
___	___	Use a friendly voice?
___	___	Ask for your name / phone#?
___	___	Ask how you heard of the school?
___	___	Ask if you had ever spoken to anyone at the school?
___	___	Tell you that they would put you in touch with someone in admissions?

Elapsed time between end of receptionist conversation and Ad Rep pick up:
______ minutes ______ seconds

Ad Rep Checklist:

Y	N	*Did the Ad Rep...*
___	___	Identify him/herself?
___	___	Ask how you heard about the school?
___	___	Ask for your name / address / phone# ?
___	___	Ask you what prompted you to call (why you were interested)?
___	___	Probe into your background (education, employment, experience, etc.)?
___	___	If yes, did you feel threatened by his / her method?
___	___	Go into too much detail and give details about course of interest?
___	___	Was tuition discussed? Explain how. ______________________
___	___	Was Placement Discussed? Was a rate of starting salaries discussed? ______
___	___	Agree to mail information to you?
___	___	Set an appointment? If appointment was set, were you asked to write down the time / date / directions?

Evaluation:

Y	N	*Did the Ad Rep:*
___	___	Convince you that an interview was necessary? (WIFM's)
		Peak your interest enough to commit you to an interview? (WIFM's)
___	___	Speak with you in an enthusiastic manner?
___	___	Take control of the conversation and lead you along?
___	___	Would you feel comfortable buying from this person?
___	___	Come across as a caring and professional individual?
		Did the representative use the 6 E's when probing into the background?
		Did the representative give the prospect a choice close? (a choice of days and times for the interview)
___	___	Did the representative end the call on a positive note?

Length of phone interview ______ minutes ______ seconds

Comments: ____

KAPLAN HIGHER EDUCATION

CBS Interview Observation

Admissions Representative: ______________________________

Date: ____________ Program: ______________________________

Please circle the number that applies to how rate each item.
5=excellent 4=Very Good 3= Average 2= Needs Improvement 1=Poor

Pre-interview

Catalog & Admissions	5	4	3	2	1
Interview environment	5	4	3	2	1
Preparation of materials	5	4	3	2	1
Professional appearance	5	4	3	2	1
Time line of Rep	5	4	3	2	1
Greeting	5	4	3	2	1

Comments: ______________________________

Introduction

Initiate Impact statement	5	4	3	2	1

Comments: ______________________________

Uncover & Discover the Buying Profile

Use of IME	5	4	3	2	1
Probing questions	5	4	3	2	1
Identification of primary features	5	4	3	2	1
Identification of fires & carrots (buy in)	5	4	3	2	1
Identification of challenges	5	4	3	2	1
Career road map	5	4	3	2	1
Listening	5	4	3	2	1
Selling during IQ	5	4	3	2	1

Comments: ______________________________

____

____

____

Activate Interest

Statement	5	4	3	2	1
Primary features & benefits	5	4	3	2	1
Agreement to continue	5	4	3	2	1

Comments: ______________________________

____

____

____

Create Desire

Educational material	5	4	3	2	1
Utilize presentation portfolio	5	4	3	2	1
Testimonial/3rd party dialogue	5	4	3	2	1
Delivery	5	4	3	2	1
Utilize selling stations based on primary features	5	4	3	2	1
Introduction to students & staff	5	4	3	2	1
FA sheet & tuition	5	4	3	2	1
Summarize 10 primary features	5	4	3	2	1

Comments: ____

____

____

____

Elicit Action

Transition process	5	4	3	2	1
Essay	5	4	3	2	1
Recommendation statement	5	4	3	2	1
Vows	5	4	3	2	1
Ask for the close.	5	4	3	2	1
Application paperwork	5	4	3	2	1
Bringing them into the picture	5	4	3	2	1
Referrals	5	4	3	2	1
Post Close	5	4	3	2	1

Comments: ____

____

____

____

Financial Aid

Mini conducted	5	4	3	2	1
Estimate provided	5	4	3	2	1

Comments: ____

____

____

____

Admission Rep: ______________________________ Date: ____________

Director of Admissions: ________________________ Date: ____________

NOTES

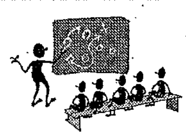
Redacted

Admissions Coaching: Six Components of A Conversation: Outcome Based Selling

Redacted

ADMISSIONS COACHING AND A.C.T.I.O.N.

[illegible]



When a person understands and uses effective communication skills, he or she is prepared for ***coaching.***

Coaching is a communication process designed to generate a positive influence in the motivation, decision-making and performance of a person. It shadows and acts synergistically with the normal decision-making process of individuals.

Coaching utilizes a supportive environment that encourages development of critical thinking and decision-making skills, ideas, and behaviors that center on what truly motivates a person. It embodies empowering a person to achieve their needs and dreams, while constructively dealing with their fears.

Coaxing vs. Coaching

Have you ever tried to coax someone into doing something you wanted or thought they needed? How successful were you?

The reason coaxing is often not effective is because it is a "controlling" behavior.

Coaxing is the "polar opposite" of coaching; *manipulative* versus *empowering.*

Coaching seeks change and improvement by stimulating conversion on the part of the person being coached, rather than just pressuring for change.

Process Based Selling vs. Outcome Based Selling

In admissions selling, or recruiting, it is typically believed that and advisor needs to "tell" the facts of edcuation and all about Kaplan University. While *telling things* about Kaplan and how a prospect becomes a "student" is important, it is those very things that disengage the prospect at the very beginning of a call. This is called *process based selling* and the use of *process based words or phrases* is potentially dangerous and may decrease the number of propsects that will move forward with the entire interview. Examples of process based words are:

- Program
- Responding to your request for information
- Degree, diploma
- Application
- Right school
- Online classes
- Informal interview
- Tuition deposit
- Enrollment paperwork
- Etc.

Some, if not many, prospects will suddenly discover little time to talk with you for a few minutes let alone follow along through an entire interview with this approach. Again, it is not a *wrong approach;* perhaps it is just less right when attempting to build a relationship with your prospect. Following is an example of a process based opening.

Process Oriented Admissions Employee provided this example):

Hello (**First Name**) this is (**First Name**) calling from Kaplan University's **[Department]**. Thank you for your interest in Kaplan University. I just want to let you know, that this call may be monitored or recorded for quality purposes. I am responding to your request for information about the ___________ program/certificate/degree. Why are you interested in the program? How will earning the degree change your life? Have you ever taken online classes before? Why are you interested in online courses? The objective of our call today is to answer your questions and to help determine if Kaplan's online program is a good fit for you.

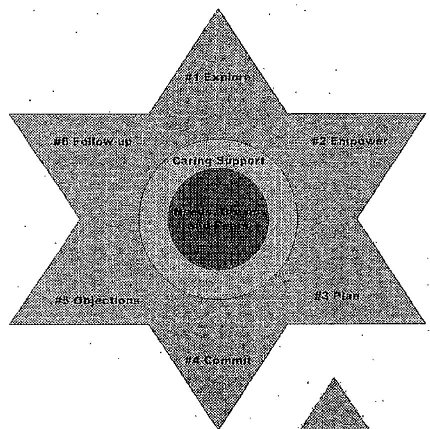
- The first step is to have an informal interview, which is what we are doing today. This will allow us to get to know each other and allow you to become more familiar with Kaplan. If we determine together that Kaplan is the right school for you and if you ARE recommended to move forward, the next steps of the Admission's Process are:
- • The submission of the KU application, for which there is no fee.
- • A Funding Plan created for you.
- • A Tuition Deposit
- • Enrollment Paperwork

A better approach is to use ***Outcome Based Selling*** utilizing outcome based words and phrases. In this approach, we are focusing on the prospect and his or her goals rather the what he or she must do to achieve those. When this approach is utilized, the prospect feels more engaged feeling the helping hand of the advisor rather than a pushy telemarketer or sales person. The goal of this approach is to engage the prospect in conversation about himself or herself quickly. Once the propsect is engaged, a relationship is formed between advisor (coach) and prospect (student), trust is a positive factor and the prospect will provide valuable information about needs, dreams and fears. Once the prospect sees the value of the conversation, the rest of the interview naturally occurs.

There are sample outcome based scripts later in this paper.

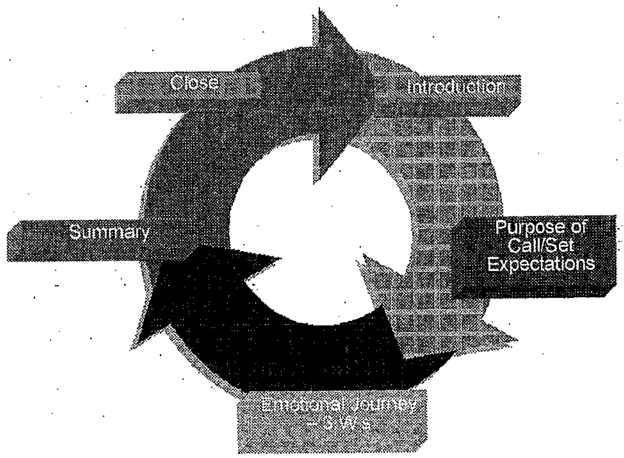
- Career
- Congratulations
- Thank you
- New direction
- Life change
- Tell me about YOU
- First step in chaning your life
- Future
- Etc.

ADMISSIONS COACHING AND A.C.T.I.O.N.
PROGRESSIVE STEPS TO SUCCESS



Outcome Based Phone Conversation

Components of a Phone Conversation – Six Step Coaching Call



Admissions Coaching and A.C.T.I.O.N Model Correlation

SCRIPT 1:

Advisor (Admissions Coach): "Hello, may I speak with ______?"

Prospect: "This is ______."

Or

Advisor (Admissions Coach): "Hello, this is ______ from the admissions department at Kaplan University. May I speak with ______?

Advisor (Admissions Coach): "Hello ______. I am so happy to find you at home. The reason for my call today is to say thank you for your interest in Kaplan University. Please understand that this call may be recorded or monitored for training and quality purposes. Also, ***congratulations*** for taking the first step towards ***your new career."***

Pause briefly, giving the prospect time to respond.

Prospect: "Oh, Okay."

Advisor (Admissions Coach): "______, The best way for me to provide you with information about the career you have chosen and understand your career goals is to take a few minutes of your time today to find out more about you, what your goals and interests are and how I can help you achieve what you these. This way I can be confident that I will get you the right information."

Or

"I am really glad you are interested in changing your life. I'm sure that I can assist you. You seem to have given this a lot of thought and it appears that you may be headed in the right direction. I'd like to make a suggestion that I think would be very helpful to you in determining what steps you should take. We often discover that once a person finds out firsthand exactly what's involved in a particular field or the type of positions available to qualified individuals, they decide that it's just not for them. So what I'd like to do is take some time today to get to know you and what your personal and profession career goals mean to you. It'll give me an opportunity to better evaluate your background and suitability and at the same time I can answer all the questions I know you'll have. This way we can determine if this really is the right direction for you to take.

We'll both have all the information we need to make an intelligent and well-informed decision about your future. Does that make sense to you?"

Pause briefly to allow the prospect to respond. If no response, assume it is OK and move on.

Prospect: "Okay."

This is where the ***Three W's*** ***<u>(Explore/Connect and Discover)</u>*** *are used. Where are you today? Where were you yesterday? Where do you see yourself tomorrow?*

Advisor (Admissions Coach): "______, I understand that you have a strong interest in a ______ career. Are you working in that field now?" *If so* – "What specifically do you do and how do you like it?" *If not* – "What are you doing now? Where do you work? How do you like it? Tell me about your current situation." OR, "Tell me about you; tell me what is going on in your life that made you decide that it was time to move forward and go after your dreams (another term: GOALS)..

The focus in this conversation is to create an atmosphere of trust that will encourage the sharing of information and get you the specific information you need to help the prospect. It is important to get the prospect to relax.

<u>SCRIPT 2:</u>

Advisor (Admissions Coach): "Good morning Mary, my name is Sam Jones in the admissions department at Kaplan University. Please be advised that this call may be recorded and monitored for training and quality purposes. I understand that you are interested in a career in the ______________ field. Congratulations! This is great news!

"I am sure that I can assist you with your career goals and to best help you, I need to find out a bit more about you and your goals. It would be helpful if I could borrow some of your time today to find out what you dream about when you think of changing or starting a new career. This will be help me understand what you are seeking to change and allow me to provide more clear direction on how you can accomplish your goals.

Pause briefly, giving the prospect time to respond.

PROBING QUESTIONS and the 3 W'S. It is important to engage your prospect in a brief conversation about:

- *where she is today*
- *what she was doing previously*
- *where she sees herself in the future*

Without interrogating, attempt to determine the "hot button" that motivates your prospect. This must be understood to secure the appointment.

Advisor (Admissions Coach): "How long have you been considering a career in the ___________ field? What is it about the ________ field that makes you believe this would be a good fit for you? Do you have friends or relatives who are working in this field?"

Advisor (Admissions Coach): "Mary, what are you doing now in terms of work? Are you currently employed? Have you worked in this area for some time or have you done other things?"

Using open-ended questions, determine work hours, including whether or not they like their job and a general sense of the prospect's current situation.

Advisor (Admissions Coach): "Mary, tell me a little bit about yourself besides your job. Is your family supportive of your decision to make a career change and follow your dream?"

NOTE: Mary will tell you many things without direct questioning about age, marital status, etc.

TRANSITION STATEMENT: It is important that Mary understand that you are listening to her and have her goals in mind. This will give her courage to continuing this conversation and not disengaging. To accomplish this, you should summarize what she has told you and ask her to confirm or deny the information.

Advisor (Admissions Coach): "Mary, it sounds to me that you have decided that you are just not where you feel you deserve to be and would like to accomplish more. Is that how you feel? Correct me if I am wrong."

Summarize quickly and ask her to confirm.

 **Advisor (Admissions Coach):** "OK Mary, if there were no roadblocks in your way and you were able to make your dreams come true, what type of career do you see yourself working in? What is different in your dream future than in your current situation?"

"WHAT'S IN IT FOR ME?" STATEMENT. It is important that the prospect understand the WIFM of staying engaged with you... "What's In It for Me" to continue with this conversation? The statistics improve greatly for enrolling when Mary understands that you are interested in her success and an interview with you will set her on the path to realizing her goals.

Advisor (Admissions Coach): "Mary, it sounds like you are very committed to becoming all that you want to be and I commend you for that. You have chosen a great career path that will allow you to grow both personally and professionally. It sounds like you need to get all the information you can on how to achieve this goal. I would recommend that we move forward with this conversation today so that I can provide you with the information you need. Together, we can determine the best career path for you and I can provide you with the steps on how to get there. I will make certain that you have all the information you need to make a great decision about your future.

SAMPLE OPENINGS TO JUMP START THE CONVERSATION AND BEGIN PEELING THE LAYERS OF THE ARTICHOKE TO EXPOSE THE HEART.

From School :

This is **(Advisor's first and last name)** calling from Kaplan University's Admissions department. I do need to let you know that this call may be monitored or recorded for quality purposes. The reason for my call is to first congratulate you on taking the step forward to pursue your goals and then secondly to thank-you for your interest in Kaplan University. As your advisor, my role is to find out about you, learn about your goals, and see what Kaplan University, and I, can do to support you in achieving those goals.

From Lightpoint Learning:

Hello, this is __________ calling from Kaplan University's Admissions department. How are you today?" *Respond briefly.* "Terrific and, by the way, this call may be monitored or recorded for quality purposes. I am so happy I reached you at home. The reason for my call today is to thank you for your interest in partnering with Kaplan University to achieve your personal and professional career goals. Congratulations on having an interest in the __________field and having the courage to go after and reach your goals. The best way for me to help you do that and provide you with the right kind of guidance is to take some time today to find out more about YOU and your GOALS. Ok? Ok, then tell me about yourself. Tell me about you current job situation and what is happening in your life that made YOU DECIDE it was absolutely the right time to make a positive change?

From School :

"Hi __________. This is ________________. I'm an admissions advisor in the admissions department at Kaplan University where all calls may be monitored for quality purposes. ____________, thank you for your interest in Kaplan and congratulations on taking an important first step toward a better future! ______________, I would like to invest in a few minutes of your time to find out more about your interests, dreams, goals, and most importantly, about you! So, tell me about ______________________ (student's name)!"

"Hi __________. This is ________________. I'm an admissions advisor in the admissions department at Kaplan University. I want to inform you that our call could be monitored and recorded for quality purposes. ______________, I'm calling you as a service and to thank you for reaching out to Kaplan. By the way, congratulations on the decision to change your path in life! ____________________, the best way for me to help you today is to find out a little bit about your goals and how I and Kaplan can help you achieve them. So tell me ALL about you and your future plans!!!!!!"

From School :

"Hello, is this _______? (Name), this is School calling from Kaplan University's Admissions Department. How are things going with you today? (Pause for answer). (Name), I do need to tell you that this call may be monitored or recorded for training purposes. Let me start by saying Congratulations to you for taking the first step in a new career path! I am excited to hear about that career dream and the best way to do that is to spend some time with you today so I, and Kaplan, can partner with you to succeed in achieving it."

"Hello, is this _______? (Name), this is School calling from Kaplan University's Admissions Department. How are things going with you today? (Pause for answer). (Name), I do need to tell you that this call may be monitored or recorded for training purposes. I have information in front of me that indicates that you are interested in pursuing a new career direction. That's very exciting! I'd like to take a few minutes of your time to help you in that journey and the best way to accomplish that is for you to tell me about what your new career direction and why it is important to you."

"Hello, is this _______? (Name), this is School calling from Kaplan University's Admissions Department. How are things in your world today? (Pause for answer). (Name), I do need to tell you that this call may be monitored or recorded for training purposes. I see that you have taken the first step in pursuing a career change – good for you. Way to go – that is the hardest step – to decide you want and deserve something more. I am very proud of you. The next step is mine – to help you achieve your goals. Let me ask you questions about what you are looking for in a career...."

Summary

The goal is to empower the prospect to take the next step and truly change his or her life. Advisors cannot coerce prospects to become students. With the right approach, advisors can provide a safe platform for them to open up and talk about themselves, their lives and what their needs, dreams and goals are for themselves and their families. Prospects become empowered when they "own" the reasons for change. They cannot own it if they are not allowed to tell their story.

Do less "telling" about Kaplan in the beginning, let the prospect "tell" you the "why" behind the need to go to school, or make a change, and the conversation takes a more productive turn into a great conversation that results in a positive life choice for the prospect.

Peel back the leaves of the artichoke one layer at a time and....

Uncover what's in the heart of the prospect.

Training and Development
Professional Development Series

Conversion Coaching

Learning Outcomes

1. Know the conversion rates of the admissions department
2. Use data to quantify the results of training
3. Understand the principles of conversion rates
4. Explain how to impact individual performance through metrics coaching
5. Identify the correlation between training content and key conversion areas

Prior Pipeline Conversion Rates

The rate at which a lead is converted from one status to the next

Prior Pipeline	Conversion Target	Per Person Average Daily Expectations
Lead to Contact	[illegible]	[illegible] contacts per person
Contact to Interview	40%	2 Interviews
Interview to Application	[illegible]	[illegible] applications

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Status to Enrollment Conversion Rates

The rate at which a lead in any give status is converted into an enrollment

Status the Enrollment	Conversion Target
Lead to Enrollment	3.5%
Contact to Enrollment	4%
Interview to Enrollment	40%
Application to Enrollment	40%
EFC to Enrollment	70%

Know the Facts

Opportunity Area	Fact
Personally Developed Leads (PDL)	•Currently PDLs convert at [illegible] lead/EA
Speed to Contact	•Leads contacted within the first 5 minutes convert lead/EA at 8%
Minimum Standards	•Simply meeting the minimum standards will keep the AA in Developmental perf tier •Target the minimums as a benchmark then move beyond there

Meeting the Minimums

- The Minimum Standards are performance benchmarks
  - Use the minimums to set end of week expectations
- Examine the correlation between contact to interview conversions and New Hire role plays
  - Do the scores match the outcome?
  - What opportunity areas were identified in the role play?
- New Hires typically have higher contacts than veteran reps
  - Look at the lead/contact to determine if they are calling all numbers
  - If the contacts are in place, look at the contact to interview rate; do they need support overcoming objections?

Working Days	1	2	3	4	5
Interviews	1	2	4	5	7
Applications	0	0	0	1	1
Enrollments (1 in 2 wks)	0	0	1	1	1
Talk Time	1.5	3	4.5	6	7.5
Working Days	1	2	3	[illegible]	[illegible]
Contacts	5	10	15	20	25
Interviews	2	4	6	8	10
Applications	0	1	2	2	3
Enrollments	0	0	0	1	1
Talk Time	2	4	6	8	10

Establishing Expectations

By Understanding Where to Begin, You Will Impact Where the New Hires Finish

Establish conversion expectations with admissions managers

Set per person targets

Identify skill gaps by comparing conversions

Coach to conversions

Run Rate Formulas

Pipeline Run Rates (Contacts, Interviews, Apps:

1. # of EAs still needed to hit goal
2. Divided by historical conversion rate
   =Target for the cycle
3. Divided by # of days remaining in the cycle
   = Target for each day
4. Divided by # of advisors on the team
   = Target per advisor per day

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How Do Reports Play Into It?

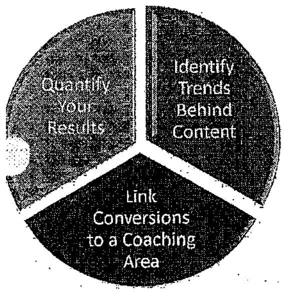
Daily Consolidated Report

- Located in Report Manager
- Navigate through the report using the document tab on the left hand side
- Report is broken down by department, EDOA, SDOA, DOA, ADOA, Advisor
- There are 5 main components included on each page of the report: 1) Count 2) Lead/Conversion 3) Conversion to Enrollment 4) Prior Pipeline Conversion 5) Rep Per Day (every 9 hours of login time)
- Track your progress vs. the cycle to date %
- Shows conversions for "cycle to date" and "year to date"
- Compare per person actual averages to per person targets
- Examine Trends

New Hire Report

- Located in Report Manager
- Report is kept in the J drive for your access
- Focus on EA per advisor per day
- Based on a 60 day period
- Identify coaching opportunities and formulate individual action plans

Impacting Conversions



1. Vet the new hire conversions from the reports against the following items:

✓Training Score Card
✓New hire exam
✓Role Play scores

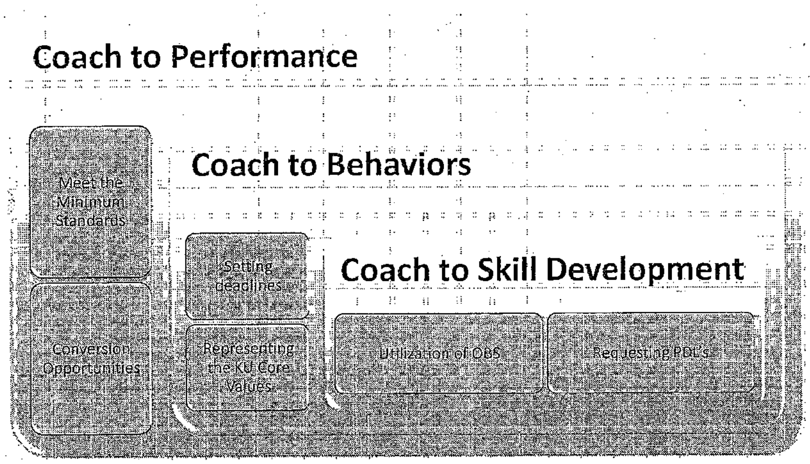
2. Analyze trends and patterns

3. In your coaching focus on one conversion area

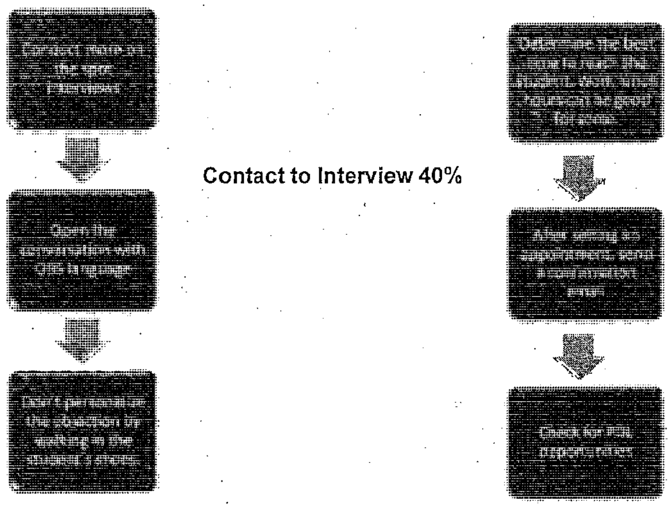
What conclusions are you drawing from this comparison?

Create your coaching action plan based on your data analysis.

What Should You Coach On?



Coaching to Conversions



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Kaplan Higher Education Corporation
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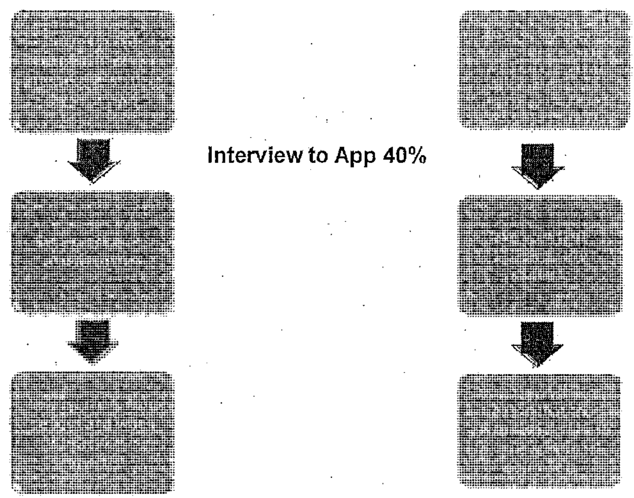
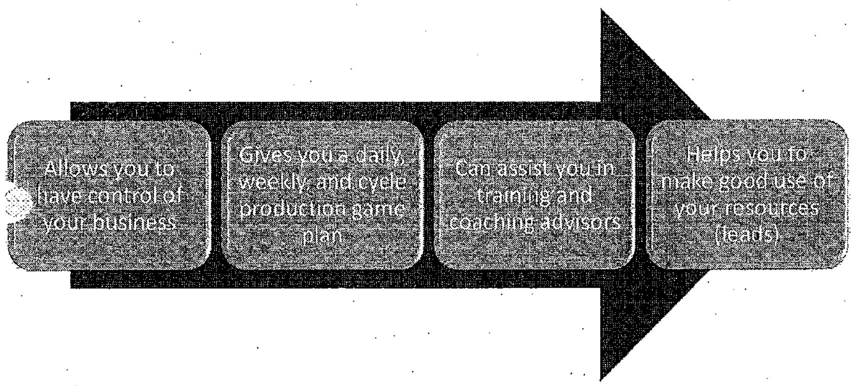
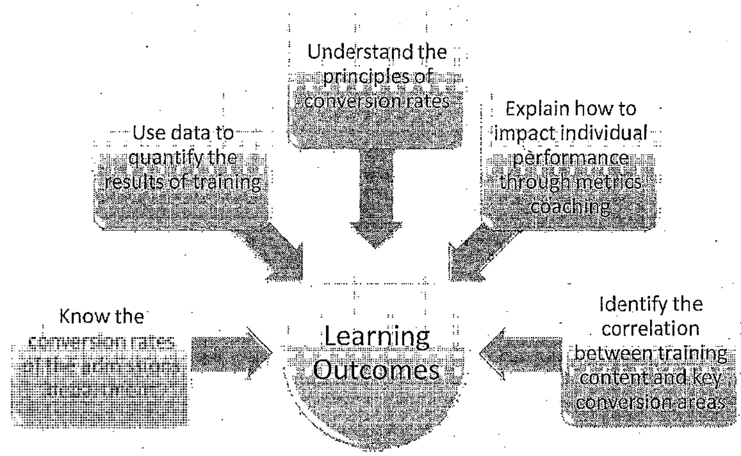
Coaching to Conversions



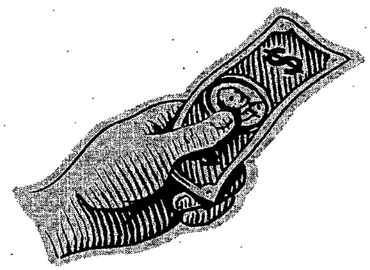
Benefits of Knowing the Numbers



Learning Outcomes Reviewed



EXCITE
Encourage X-tra Cash Investment Toward Education



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What is the"90/10 Rule"?

- To be eligible to participate in federal grant and loan programs, a for-profit institution must derive no more than 90% of its revenues from the federal grant and loan programs (Title IV)

- Schools that fail to satisfy the 90/10 Rule automatically lose their eligibility and must immediately stop awarding Federal Student Aid (Title IV) program funds

Student Benefits with Tuition Payments To Lower Overall Interest

Amortization Schedule Calculator

Loan Information

Loan amount: 6000 $
Interest rate: 6 %
Loan term: 12 years
Start date: Jun 2008
Show results by: Month

Loan Summary

$58.55 Monthly Principal & Interest	$8,431.35 Total of 144 Payments
$2,431.35 Total Interest Paid	May, 2020 Pay-off Date

LendingTree Mortgage Refinance Loan

Amortization Schedule Calculator

Save $1,315

Loan Information

Loan amount: 4000 $
Interest rate: 6 %
Loan term: 8.5 years
Start date: Jun 2008
Show results by: Month

Calculate

Loan Summary

$50.16 Monthly Principal & Interest	$5,116.10 Total of 102 Payments
$1,116.10 Total Interest Paid	Nov, 2016 Pay-off Date

LendingTree Mortgage Refinance Loan

Value...

Once the "value" outweighs "cost" then investment will not be an issue....

We must be able to ask confidently for a monthly cash payment commitment

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Asking for Monthly Tuition Payments
Admissions & Financial Aid

- Ask for the monthly tuition contribution with confidence and conviction. If we have built value then it should not be a concern.

- Indicate that our students make monthly contributions because it benefits them

  John, many of our students have realized the benefit of making cash payments while in school. They borrow less money so upon graduation they have less debt to repay. In addition, there is no interest payments when you make cash payments to the school. Making a payment may mean cutting out some other expenses (ie, the daily cup of coffee, cell phone service, etc) in the short term but in the long run it saves you money.

Asking for Monthly Tuition Payments Admissions & Financial Aid Continued

- Ask the student how much he/she can pay.
- Don't give them a number.
  - Remember ask small, get small
  - This is their reality not yours. You might be surprised by the amount they can commit to – let them commit.
- Help them problem solve if need be by breaking down the amount as you discuss the monthly payment.

  i.e. John you have told me that you're unable to invest $80 per month....could you afford $20 per week to make that the commitment which is $2.70 per day? Which is less than a small cup of coffee.

Asking for Monthly Tuition Payments Admissions & Financial Aid Continued

- Let our customers know that this is the best money they will ever spend because it is an investment in their future.

Educational Investment Checklist-Part 1

KAPLAN HIGHER EDUCATION

EDUCATIONAL INVESTMENT CHECKLIST

Student Name: [redacted] Date: [redacted]

Name of Program: [redacted]

Start Date: [redacted] Time of Day: [redacted]

Tuition Full Program: $[redacted] Tuition Per Term: $[redacted]

Fees:

Registration □$[redacted]

Enrollment □$[redacted]

Application □$[redacted]

Other □$[redacted]

Other □$[redacted]

Tuition includes:

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Education Investment Checklist-Part 2

Have you given any thought as to how you plan to pay for your education?
[redacted] ____

Have you set aside any money for your education? ☐ No ☐ Yes If so, how much? $ __________

FINANCIAL SERVICES

Financial Aid is available to those who qualify.
Possible sources include:

- Student Contribution (monetary tuition payments)
- Loans
- Grants
- Alternative Financing (additional loans, scholarships)

The financial aid office is available to provide specific information concerning the various types of funding options, eligibility requirements, amounts available, interest rates, and repayment schedules.

Our students make monthly cash tuition payments. They do this to minimize the amount they take out in loans resulting in lower debt upon graduation and they reduce the amount they are repaying due to less interest.
No interest is paid when a student is making cash tuition payments to the school.

Monthly Contribution $[redacted]

Educational Investment Checklist-Part3

Other (non-fixed) Expenses (Entertainment such as dining out and movies, buying video games, music or DVD's etc.):

Activity	Weekly amount	Monthly amount
Activity	Weekly amount	Monthly amount
Activity	Weekly amount	Monthly amount
Activity	Weekly amount	Monthly amount

Revised Monthly Contribution $____________

NEXT APPOINTMENT: ____________________ Date   ____________________ Time

Student Signature____________________________________Date________________

KHE-467

KAPLAN Higher Education Corporation

BUDGET ASSISTANCE WORKSHEET

EXPENSES:

Rent: ____
Car Payment: ____
Electricity: ____
Telephone: ____
Child Support: ____
Food: ____
Credit Cards: ____
Cable: ____
Insurance: ____
Gas: ____
Daycare: ____

Other Expenses (list item & amount)

Subtotal: ____

Total Monthly Expenses: ____

INCOME:

Weekly Income (take home): ____
x 4.33 weeks = ____
Monthly Income (take home): ____

Additional Sources of Income:

Alimony: ____
Child Support: ____
Family Contribution: ____

Other Income (list source & amount):

Subtotal: ____

Total Monthly Income: ____

Difference: ____
(positive = income remaining)
(negative = income needed)

Comments/Notes:

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Tips To Use The Budget Assistance Worksheet

- If the expenses are greater than income, which expenses may be reduced or eliminated while in school?
  - -Lower cell phone plan or using the landline instead
  - -Cost for food-Big Mac vs. bologna sandwich
  - -Cost for entertainment-going out to a movie or renting a video

- Are part time jobs available? Is Federal Work Study available? Can Career Services assist with part time employment?

Tips To Use The Budget Assistance Worksheet

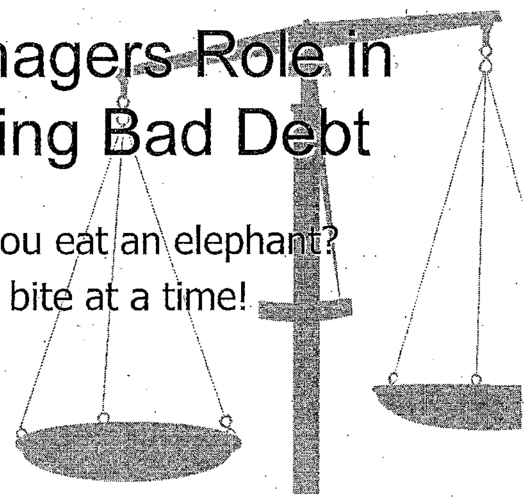
- Have all sources of income been discussed? Who is their support system?
  - Relatives
  - Friends
  - Local church
  - Community

- Remind our customers that any changes to their budget is temporary and is contributes to their future!

Tuition Payment Scripting for FA

- We know your education is important to you. It is an investment in your future.
- At Kaplan College, we not only want you to achieve your educational goals but also ensure that you reduce your loan debt. (show repayment differences).
- Therefore, it is important for you to keep your loan debt low and use our interest free tuition payment plan while in school.

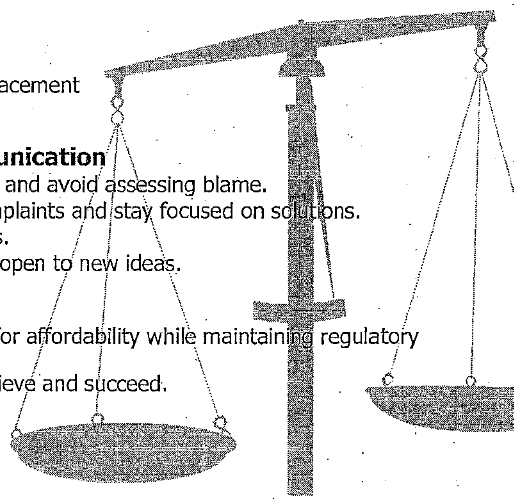
FA Managers Role in Reducing Bad Debt



How do you eat an elephant?
One bite at a time!

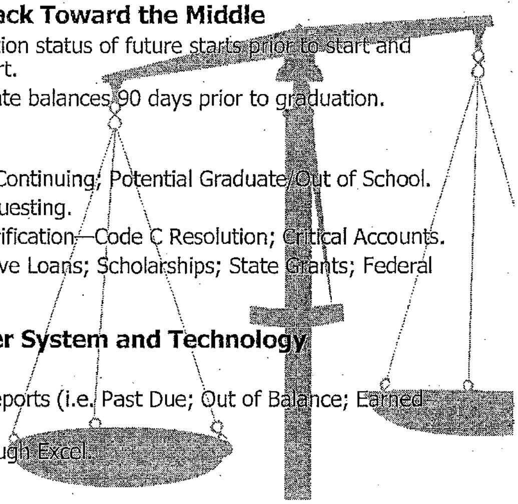
Promote the Commitment Based School Philosophy

- **Facilitate Team Approach Between Departments**
  - ✓ Admissions
  - ✓ Business Office
  - ✓ Academics
  - ✓ Student Services and Placement
  - ✓ Home Office
- **Maintain Good Communication**
  - ✓ Keep a positive attitude and avoid assessing blame.
  - ✓ Prevent criticism or complaints and stay focused on solutions.
  - ✓ Know each teams' goals.
  - ✓ Invite feedback and be open to new ideas.
- **Believe in the Mission**
  - ✓ Explore all possibilities for affordability while maintaining regulatory requirements.
  - ✓ Help the student to achieve and succeed.



Organize and Structure the FA Department to Streamline Processes

- **Work the Front and Back Toward the Middle**
  - ✓ Closely monitor completion status of future starts prior to start and within 60 days after start.
  - ✓ Review potential graduate balances 90 days prior to graduation.
- **Staffing Models**
  - ✓ FA Teams—New Start; Continuing; Potential Graduate/Out of School.
  - ✓ Processor/Payment Requesting.
  - ✓ Missing Documents; Verification—Code C Resolution; Critical Accounts.
  - ✓ Special Tasks—Alternative Loans; Scholarships; State Grants; Federal Work Study.
- **Utilization of Computer System and Technology**
  - ✓ Document Tracking.
  - ✓ System Management Reports (i.e. Past Due; Out of Balance; Earned AR).
  - ✓ Manipulating Data Through Excel.



CONFIDENTIAL

KHE 063735

Hire—Train—Motivate
Hold Staff Accountable

Hire Quality Staff

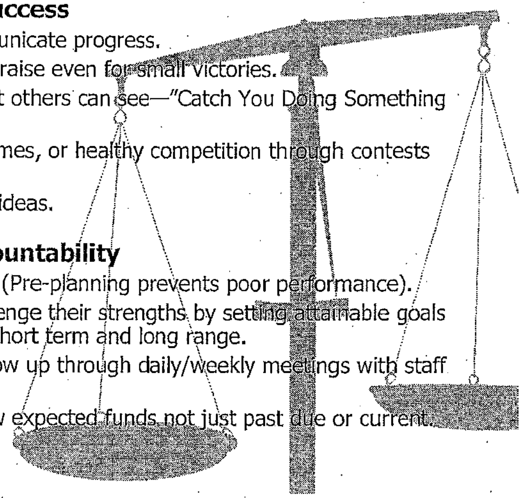
- ✓ Skills—Good Communicator; Organized; Analytical; Team Player; Detail Oriented; Learn Quickly; Independent Thinker; Problem Solver.
- ✓ Tasks—Interview and package new applicants; Complete paperwork accurately and timely; Follow up on missing information; Conduct entrance/exit loan counseling.
- ✓ Assess staff strengths and determine job responsibilities accordingly.

Conduct Initial and On-going Training

- ✓ Give general overview of process and be clear on job expectations.
- ✓ Review and utilize resources available (i.e. FSA Coach; FA Policy and Procedure Manual; New Counselor Training Checklist).
- ✓ Demonstrate process and provide sample case studies or examples.
- ✓ "Buddy" with veteran counselor.
- ✓ Observe counselor interaction and test skills.
- ✓ Conduct weekly meetings and determine continued training based on identified needs (i.e. deletion report).
- ✓ Provide cross-training.
- ✓ Create an environment to develop professional growth.

Hire—Train—Motivate
Hold Staff Accountable (Continued)

- **Motivation Creates Success**
  - ✓ Compliment and communicate progress.
  - ✓ Routinely reward and praise even for small victories.
  - ✓ Provide recognition that others can see—"Catch You Doing Something Good" certificate.
  - ✓ Create fun projects, games, or healthy competition through contests between teams.
  - ✓ Listen to concerns and ideas.
- **Achieve Through Accountability**
  - ✓ Use the 4-P philosophy (Pre-planning prevents poor performance).
  - ✓ Raise the bar and challenge their strengths by setting attainable goals and target dates both short term and long range.
  - ✓ Conduct consistent follow up through daily/weekly meetings with staff and other managers.
  - ✓ Be proactive and review expected funds not just past due or current.



Baird talking points:

It's Official: We're at the Top of Our Class

And we've only just begun! In an independent study recently conducted by the consulting firm of R.W. Baird & Co., Kaplan University emerged as America's #1 ranked online university for quality and value. The survey was sent out to over 10,000 current and former students and graduates of approximately 40 for-profit, post-secondary educational institutions nationwide, including key competitors such as University of Phoenix, Capella University, Strayer University and AIU.

This FAQ sheet is not for distribution to prospective students. It includes speaking point to be used by admissions advisors when speaking with students.

Here are some ways to use KU's #1 ranking to help convince prospective students:

Did you know that KU ranked #1 in Quality of Education among online students?

- "Quality of Education" considered the range of courses and programs offered, the caliber of faculty, the level of technology, and the flexibility of class schedules. KU students can attend class 24 hours a day, 7 days a week. This makes it much easier to keep working at your present job and maintain family responsibilities while you earn your online degree or certificate.

Value is important. Did you know KU ranked #1 in Benefits vs. Cost among online students?

- "Benefits vs. Cost" considered value for the price. In the survey, KU had the highest percentage of students who said their education provided a strong value for the price. KU's flexibility allows you to remain on the job while you earn your degree, so it's easier for you to afford your education.

Word of mouth is the best advertisement...our Recommendation Rate was #1.

- 90% of students and grads said they would recommend that people they know pursue their online education at KU.

Below are examples of how to use the Baird survey to help address everyday concerns:

My community college is cheaper.

- That may be true, but you have to think about what you'll get for the money. According to the Baird survey, KU ranked #1 in the "Benefits vs. Cost" category. That means a higher percentage of KU students—*higher than any other online school in the survey*—said their education provided a strong value for the price. KU was also higher than almost every traditional non-profit two- and four-year school in the survey. So while community colleges may be cheaper, students say Kaplan is a better value. Also, if you plan to work while you go to school, earning your degree online at KU will give your schedule unlimited flexibility. And here's a big point to remember: at KU, the cost of all books is included in your tuition. That can really add up!

Kaplan is too expensive.

- Our tuition is a fraction of what most private universities charge. And it's money well spent. According to the Baird survey, KU ranked #1 in the "Benefits vs. Cost" category among online students. That means a higher percentage of KU students—*higher than almost every other school in the survey*—said their education provided a strong value for the price. KU's flexibility allows you to remain on the job while you earn your degree, so it's easier for you to afford your education.

I've never heard of Kaplan. I have heard of Phoenix and AIU.

You may not have heard us yet, but in the Baird survey KU outscored all of the nation's for-profit schools, including the University of Phoenix and AIU. We ranked #1 among online schools in "Quality of Education," "Benefits vs. Cost," and "Student Recommendation Rate." "Quality of Education" considered the range of courses and programs offered, the caliber of faculty, the level of technology, and the flexibility of class schedules. KU students can attend class 24 hours a day, 7 days a week. This makes it much easier to keep working at your present job and maintain family responsibilities while you earn your online degree or certificate.

- "Benefits vs. Cost" considered value for the price. In the survey, KU had the highest percentage of students who said their education provided a strong value for the price. KU's flexibility allows you to remain on the job while you earn your degree, so it's easier for you to afford your education.
- 90% of students and grads said they would recommend that people they know pursue their online education at KU.

Is this a real degree? Will I be able to use it to get a job or to get into graduate school?

- Not only is it a real degree, it's a degree from America's #1 ranked online university for quality and value. In the Baird survey, KU out-scored the country's most highly regarded for-profit schools. Graduating from Kaplan University is a good career move. Another recent survey* showed when KU students graduate, they become twice as likely to get new job or pay increase, and nearly twice as likely to get a job promotion. **Zoomerang survey fielded 2/3/06.*

I'm just shopping around. I'm not interested until I have talked to other schools.

- The Baird survey is a smart place to start shopping and do some apples-to-apples comparisons between KU and other for-profit online schools. You can see a summary of the survey at www.kaplanuniversity.edu/ku/surveyresults. Graduating from Kaplan University is a good career move. Another recent survey* showed when KU students graduate, they become twice as likely to get new job or pay increase, and nearly twice as likely to get a job promotion.
**Zoomerang survey fielded 2/3/06.*

Why should I pick Kaplan?

- KU should be your choice because we're America's #1 ranked online university for quality and value. In an independent survey of over 40,000 students and grads from approximately 40 leading for-profit schools, we ranked #1 in "Quality of Education" and "Benefits vs. Cost." What's more, 90% of our students and grads they would recommend that people they know pursue their education at KU. Graduating from Kaplan University is a good career move. Another recent survey* showed when KU students graduate, they become twice as likely to get new job or pay increase, and nearly twice as likely to get a job promotion.
**Zoomerang survey fielded 2/3/06.*

Can I see a copy of the Baird survey?

- We cannot directly provide copies of the R.W. Baird & Co. survey, as it is a subscription service. However, you can see a summary of the survey at www.kaplan.edu/ku/surveyresults.

OVERCOMING OBJECTIONS

FORMULA FOR OVERCOMING OBJECTIONS

- Stop and Listen Carefully
- Rephrase the objection
- Agree or acknowledge
- Empathize
- Ask Questions
- Custom Tailor Benefits
- Gain Agreement
- ______________________
- ______________________
- ______________________
- ______________________
- ______________________

OVERCOMING OBJECTIONS

- A large part of the Admissions Advisor's job is to overcome the student's fears.
- Defensiveness = Fear of failure, the unknown, or cost.
- Disarm fear up front.
- Don't take "No" at face value. Throw in additional questions. It could help you build rapport with the more serious students.

PRE-ENROLLMENT OBJECTIONS

Student — TIME - I can't speak right now.

Admissions Advisor

Lack of Time - Is lack of time the reason that you are researching online universities? Lack of time is a typical issue for our students. That's why they contact us.

Regrets - How long have you been thinking about going back to school? Have you ever regretted not going back to school? Are you willing to make the time now to get your education?

Concern - I'm concerned. If you can't find the time for our conversation, how will you find the time to study?

Plan - Online education isn't for everyone. Although it's online, study time and deadlines are critical. How did you plan on fitting study time into your schedule?

Never attaining education - Since we're discussing time, did you know that every day you put off going to school increases the likelihood that you will never attain your college education.

HINT: Your time is as valuable as the student's time. If you must set an appointment, give the student options according to your schedule as well as his/her schedule.

Student	TIME - How long will this interview take?
Admissions Advisor	Depends ... - That depends on how many questions you have.

Student	CATALOG - I just wanted a catalog.
Admissions Advisor	Customized guidance - I'm calling to find out what program you are interested in and to share information that will help you make a well-informed decision. The brochure does not customize what's applicable to you. Information tailored to you - It's a good thing my help is free because the catalog is over 100 pages! It's my job to help figure out what part of the catalog makes sense to you. In order to do that, I'll need to ask you a few questions. Internet access - Can you access the Internet while we are speaking? You can view the catalog online during our discussion. Since we're an online college, much of the information is online. Complete KU information - I'm your best source of complete KU information.

Student	MONEY - The tuition is too expensive.
Admissions Advisor	Future financial dividends - Can you tell me why you feel that way? Are you willing to make an investment in your future that will bring you dividends? Tell me how many years you think you will be working. Are you comfortable with the money that you are earning now? How much additional income do you think you will earn over those years as result of having a degree? Financial aid - Are you aware that because we are a regionally accredited University, we have financial aid. Financial aid is not credit-based. It's need-based. Does that help ease some of your concerns?

Tuition comparisons – Have you compared our tuition to other colleges? We are one of the lowest priced private online accredited institutions.

No additional fees – Are you aware that we do not charge a fee for registration and graduation? Most importantly, our instructional materials are included in the cost of the tuition.

Is online right for you? – It's premature to discuss the cost of the program until we have determined what program is appropriate and if online learning is right for you. At the end of our conversation, you and I will both know if the benefits outweigh the cost of online education.

Campus vs. online – If you are considering a campus-based college, have you factored in the cost of travel, child care, time ...... ?

Actual cost – Our tuition is $305.00 per credit hour. Our conversation today will allow us to figure out the appropriate program and discuss financial aid. That combined with your transfer credits will help determine the actual cost.

HINT: Establish value by asking questions before spending a great deal of time discussing cost. Regain control of the call by giving the student the cost per credit and then move into the interview.

Student — **ONLINE - I'm not sure online education is right for me.**

Admissions Advisor — Not for everyone – Online education isn't for everyone.

Are you a good candidate? – Our conversation today will help us determine if online education is right for you and if you are a good candidate for Kaplan.

Is a residential campus an option? – Is attending a residential campus an option for you?

Why are you seeking online? What led you to seek out online education?

Access to professors......? – Are you concerned about access to the professors or getting help?

HINT: Discuss online office hours, tutors, student services and academic advising. The students are most likely fearful of a lack of support.

Student	**SPOUSE - I have to discuss this with my spouse.**
Admissions Advisor	**Support?** – I certainly respect that. Do you believe that he/she will be supportive? **I can speak to him/her** – Let's find out if online learning is right for you and then you can share the information with your spouse. I would also be happy to speak to with her/him. How does that sound? **Does your spouse have a degree?** – (If "yes") So now it's your turn to earn your degree! (If "no") Perhaps he/she is interested in finding out about our program and you could share the experience together. What would the benefit be to your spouse? What will he/she say about this?

Student	**COMPETITION - I'm researching other schools.**
Admissions Advisor	**Make a well-informed decision** – That's great! You should do your research. By answering your questions about Kaplan University you will be prepared to make a well-informed decision. **HINT:** When you speak to the student, you may want to ask if books are included in the tuition, whether the other college has student advisors, whether the professors have online office hours and if their seminars are "synchronous" or "asynchronous."

OTHER HINTS:

Stay in control - Be the school official and stay in control by asking questions.

Is KC right for you and vice versa? – Explain that your conversation will help determine if online education is right for the student and vice versa. Until you know that, the cost, the length of the program, start dates, etc. are all irrelevant.

Create rapport ...... - Create rapport by getting the student to talk about him/herself. Ensure the student that as an admissions advisor, you must be sure that he/she is not only going to enroll, but complete the program and graduate.

Check your attitude – Stay upbeat, be patient and listen more than you speak.

Address fears – Many objections are due to fear. You might say, "Some of my applicants have told me that they are stressed out about returning to school. Is that the case for you?"

Assume the "student" is answering the phone – Assume that you are speaking to the applicant when he/she answers the phone. Don't ask if it is him/her.

POST-ENROLLMENT OBJECTIONS

Student	**MONEY - I don't have the money for the software, computer ....**
Admissions Advisor	Class Schedule – Let's see which classes you are taking this coming term. Perhaps there is time to save money until you need to purchase anything for a specific class (see R.C. or FTE AA). KC Options - Kaplan has partnered with a software company to provide discounts for you. You can speak with your academic advisor about this. FAO Assistance - Let me transfer you to your financial aid officer. He/she may be aware of some options.
Student	**MONEY – My company decided that they are not going to give me tuition reimbursement and I don't have the money for the software, computer ....**
Admissions Advisor	FAO - I can transfer you to the Financial Aid Department. Most people qualify for federal loans and some qualify for grants. They can discuss any additional options with you. Perhaps the Financial Aid Department can arrange a payment plan for you. Course reduction - Maybe we can reduce your course load to one class so you can stay in school.
Student	**PROGRAM – I don't think that the program I selected will help me find the job that I want when I graduate.**
Admissions Advisor	Graduation Goal? - What do you want to do once you graduate? What jobs are you researching? It may be that you would benefit by switching programs at Kaplan. (Be sure that the program WILL meet the student's goals.)

Student

TECHNOLOGY - I don't feel comfortable with online education because of the technology or the inability to communicate face-to-face with the instructor.

OR

I am feeling confused and overwhelmed. After being out of school for so many years, I no longer feel that online schooling is suited for me.

Admissions Advisor

Learning Curve -- Like anything new, you will experience a learning curve. Try to be patient with yourself. Student Services is available to walk you through any of Kaplan's online platforms.

Assistance from Professors - Professors are available through I-mail anytime and on AIM during their office hours.

Online vs. Traditional Education - Why did you choose an online school instead of a traditional school when you enrolled? There are pros and cons to each of these educational choices. It sounds like the reason you chose online education is for the conveniences that only an online education can give you. We all make sacrifices to get where we want to be. You have to weigh your options.

Student

TIME - I received my books late and feel that I'm too far behind in my classes.

Admissions Advisor

Assignment deadlines - There are other students just adding classes now that will probably be in the same boat. Bear in mind that your assignments are not due until Sunday at 11:59 PM (EST).

Assistance from Professors - Most professors are understanding and they may be able to help create a plan with you to help you catch up and be successful. Please I-mail your professors and let them know about your situation. Professors have the power to grant you an extension on your lessons.

	<u>Assistance from Student Services</u> - If you have not gotten your books yet, can I transfer you to Student Services to track them or to inform you if your class does require additional instructional materials?

<u>Student</u>	**<u>TIME -- My relative is sick/dying or has just died and I have to tend to that situation</u>.**
<u>Admissions Advisor</u>	<u>Assistance from Professors</u> – I am sorry to hear it. Most professors are understanding and they may be able to help create a plan with you to help you stay in classes. Please I-mail your professors and let them know about your situation. Professors have the power to grant you an extension on your lessons so you can tend to your needs. <u>First week of class</u> - The first week of class is usually the least intense week. You may be able to make up the work. <u>"Reading" week</u> - Also, keep in mind that the 5th week is entitled "Reading Week." It's a week without additional assignments to allow you time to review and catch up. <u>"Drop/Add" week option</u> - During "Drop/Add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. <u>Without financial aid</u> – As a last resort, if the student does not need financial aid, you can drop one class and keep one class.

<u>Student</u>	**<u>TIME -- I was just given different job responsibilities/a new job, and will have to work too many hours. I feel I won't have time for school</u>.**

Admissions Advisor	"Drop/Add" week option - During "Drop/Add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. If the student does not need financial aid, you can drop one class and keep one class. Acknowledgement – "Congratulations on your new position at work!" Assistance from Professors - Explain your situation to your professors by I-mail. They may be able to create a plan with you to help you stay in classes. Professors have the power to grant you an extension.
Student	**TIME – I feel like I need to give more time to my family due to my child's situation, taking care of sick relative, my new marriage, etc.** **OR** **I just moved or I am in the process of moving and don't have the time for school at the moment.**
Admissions Advisor	"Drop/Add" week option - During "Drop/Add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. If the student does not need financial aid, you can drop one class and keep one class. Assistance from Professors - Explain your situation to your professors by I-mail. They may be able to create a plan with you to help you stay in classes. Professors have the power to grant you an extension.
Student	**TIME – I feel like I'm too far behind with my lessons due to work, children, illness, a hospital visit ……**

Admissions Advisor	**Assistance from Professors** - I hear that you are feeling overwhelmed. Most professors are understanding and they may be able to create a plan with you to help you stay in classes. Please I-mail your instructors and let them know about your situation. Instructors have the power to grant you an extension on your lessons so you can tend to your needs. **First week of class** - The first week of class is usually the least intense week. You may be able to make up the work. **Assignment strategy** - Attack your assignments strategically. Refer to your course syllabus on the message board to learn how much each assignment is worth. Sometimes it is better to complete the assignments with the higher points first. If you have time for the small ones, do those last, so your overall grade will not decrease as much for any possible missed assignments. Although you may want to earn an "A" in your class, keep in mind that this is just one week in one class. Bear in mind your circumstances at this time. **"Drop/Add" week option** - During "Drop/Add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. If the student does not need financial aid, you can drop one class and keep one class. **Without financial aid** -- As a last resort, if the student does not need financial aid, you can drop one class and keep one class.

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(10)

Student	**TIME** -- **I feel like I need to give more time to my family (taking care of a sick relative, newly married .....)** **OR**

I just moved or I am in the process of moving and don't have the time for school at the moment

Admissions Advisor

"Drop/Add" week option - During "Drop/add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. If the student does not need financial aid, you can drop one class and keep one class.

Assistance from Professors - Explain your situation to your professors by I-mail. They may be able to create a plan with you to help you stay in classes. Professors have the power to grant you an extension.

Student

TIME – I feel like I'm too far behind with my lessons due to work, children, illness, a hospital visit ......

Admissions Advisor

Assistance from Professors - I hear that you are feeling overwhelmed. Most instructors are understanding and they may be able to create a plan with you to help you stay in classes.

Please, I-mail your instructors and let them know about your situation. Instructors have the power to grant you an extension on your lessons so you can tend to your needs.

First week of class - The first week of class is usually the least intense week. You may be able to make up the work.

"Reading" week - Also, keep in mind that the 5th week is "Reading" week. It's a week without additional assignments to allow you time to review and catch up.

Assignment strategy - Attack your assignments strategically. Refer to your course syllabus on the message board to learn how much each assignment is worth. Sometimes it is better to complete the assignments with the higher points first. If you have time for the small ones, do those last, so your overall grade will not decrease as much for any possible missed assignments.

Although you may want to earn an "A" in your class, keep in mind that this is just one week in one class. Bear in mind your circumstances at this time.

"Drop/Add" week option - During "Drop/Add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. If the student does not need financial aid, you can drop one class and keep one class.

Without financial aid – As a last resort, if the student does not need financial aid, you can drop one class and keep one class.

Student

TIME – I was just laid off from work and won't be able to go to school and search for a job at the same time.

Admissions Advisor

Assistance from Professors - Are you utilizing the course office hours to have your professor address your questions?

Study Partner - Have you found a study partner from your class? You can I-mail any of your classmates or use the message board to form an online or telephone study group.

Tutoring - You can talk to your Academic Advisor about our tutoring program.

Assignment strategy - Attack your assignments strategically. Refer to your course syllabus on the message board to learn how much each assignment is worth. Sometimes it is better to complete the assignments with the higher points first. If you have time for the small ones, do those last, so your overall grade will not decrease as much for any possible missed assignments.

Although you may want to earn an "A" in your class, keep in mind that this is just one week in one class. Bear in mind your circumstances at this time.

"Drop/Add" week option - During "Drop/Add" week (the first week of classes), you can take the student out of a time-consuming class and put him/her into a less time-consuming class. If the student does not need financial aid, you can drop one class and keep one class.

Student

ACCESS – I'm having trouble getting on to the Internet due to moving, the phone bill not paid, weather, broken computer, ……..

Admissions Advisor

Computer options - Is it possible to log into another computer at a local library, work or the home of a neighbor/friend/relative? When do you think your internet will be functioning?

Assistance from Professors – I can e-mail your Professors to make them aware of your situation. Perhaps you can be granted an extension on your missed work. As soon as you are back online, I-mail them too. Usually, they are understanding and will work with you.

Job Aid: Outbound with Rubric & OBS references
Based on the Undergraduate Programs Script published on July 08, 2009

Hello, this is <advisor name> from the **Admissions Department at Kaplan University**. How are you today? → Rubric Attribute – Proper Opening

Great. **(First name)**, **please be advised that this call may be RECORDED for training and quality purposes.** → **Rubric Attribute - Call Recording Disclosure**

The reason for my call is that I want to be the first to CONGRATULATE you on the decision you made to make a positive CHANGE in your life. CONGRATULATIONS! (***Wait for their response. BE PATIENT!***)

I would also like to have an informal conversation and discuss how Kaplan University can help you identify and achieve your goals. Okay?

→ Rubric Attribute – Objective of the Call

1. **May I ask why you are looking to make this change in your life right now?** CAN YOU ELABORATE?
2. **Why this particular direction? When did you first realize this was the path you wanted to take? Can you tell me more about that?**

<u>TAKE YOUR TIME HERE. THIS IS THE FOUNDATION OF THE ENTIRE INTERVIEW.</u>

<u>If the prospective student is unsure of a career direction DON'T GIVE THEM THE ANSWER</u>

- **It's not uncommon for an individual to be unsure of a specific career direction at this point but you ARE seeking a positive change in your life. Is that correct?**
- **If you don't make this change, how do you think your future looks?** ARTICHOKE – Getting to the PAIN

Once they answer, get them to clarify further. **Can you expand on that?**

Affected Rubric Attributes –

1. **Asks probing questions to explore student motivation**
2. **Empower the student to respond/ Advisor Call Control**
3. **Active Listening**
4. **Advisor picks up on buying signals**
5. **Build/ Maintain Rapport w/Prospect**

Reiterating the Objective of the Call:

As I stated a moment ago, our objective today is to become better acquainted. First, I want to know more about you - your hopes, dreams, goals and perhaps even fears. Does that sound fair?

Rubric Attribute – Objective of the call

TRANSITION: The best way for me to assist you today is to find out a bit more about you and your goals, together we'll determine the right next steps.

UNCOVERING THE PAIN AND THE FEAR

•How long has this been a goal of yours? When did you first realize this is the direction you wanted to move in?

•What has stopped you in the past? What has changed from the past? Why will now be different?

•Whose life would this impact, besides you?

•Who will be the most proud at your graduation? **(PDL opportunity)**

•What do they think? What did they say?

•How will graduating and pursuing this career change things for you and your family?

Affected Rubric Attributes –

1. **Asks probing questions to explore student motivation**
2. **Empower the student to respond/ Advisor Call Control**
3. **Active Listening**
4. **Advisor picks up on buying signals**
5. **Build/ Maintain Rapport w/Prospect**

•Reality Check! – So why haven't you taken these steps yet? **BE SILENT HERE**

IT IS ALL ABOUT UNCOVERING THEIR PAIN AND FEARS. ONCE THEY ARE REMINDED OF HOW BAD THINGS ARE, THIS WILL CREATE A SENSE OF URGENCY TO MAKE THIS CHANGE.

<REQUIRED Minimum Education Qualifications>

Let's briefly discuss your previous educational experiences.
•**Do you have a High School diploma, GED or home school certificate?**
  •**Where did you attend High School? (Check H.S. Blacklist)**
•What did you do after high school; did you have an opportunity to **attend college**?
  •**If they have been to college :** Do you have credits you are looking to transfer?

If they have TRANSFER CREDITS – **You must cover the verbiage below with the prospect.**
•If you were accepted to Kaplan, you would need to contact your previous school and request to have your official transcripts mailed directly to our Prior Learning Assessment Center by the end of your first term.
•If we get to that point, I will provide you with a transfer request form to fax to your previous school. No worries! ☺

→ REQUIRED Rubric Attribute –

Qualifications/ Prior

Schooling Experience

Secondary and additional educational experience questions>
•What did you do after high school; did you have an opportunity to attend college?
•Let's go back in time. Describe your experience in high school/college? What are some things you remember most? Were there experiences you regret? Can you elaborate?

***Read below – IF NO COLLEGE EXPERIENCE,* YOU ARE REQURIED TO TALK ABOUT MY PATH.**
That's okay; It isn't necessary that you've attended college previously.
For many of my students this is their first time and Kaplan understands and appreciates your challenges and concerns. You are **definitely** not alone.

I've spoken to many students who have been out of school for quite some time. Are you a little nervous about going back to school? Tell me more about that. **THIS IS THEIR FEAR- ARTICHOKE**

KU offers a unique concept known as MyPath. This is one of your first courses and it offers an opportunity to examine your strengths and areas of opportunity. It will give you tools for developing areas where you might have the most apprehension. You'll also learn about ways to make the right choices about your career path from the very beginning and how to take advantage of numerous support offerings.

To assure your success, Kaplan University offers our **Academic Readiness Assessment** designed to let us both know that you're ready. We can discuss **ARA** a bit later if we decide KU is an appropriate option for you at this time.

→ **REQUIRED Rubric Attribute –**

Comprehensive Program Discussion

Discuss ARA, UDP and My Path (As APPROPRIATE)

Read Below if THEY HAVE ATTENDED COLLEGE-

- What did you enjoy most about college? Can you tell me more about that?
- *What lets you know that this time, not only will you start again, but also graduate?*

So earlier I asked you about transfer credits.

No Transfer Credits
Since you don't have credits to transfer, as part of the Admissions process, you'll need to complete our Academic Readiness Assessment. The ARA lets us both know if you are ready for college. The Academic Readiness Assessment is just one of the tools we use to personalize your degree plan. We'll talk more about that in a few minutes.

CHOOSE ONLY ONE RESPONSE

If they HAVE Credits – TALK ABOUT TRANSFER CREDIT WITH UDP
Since you have credits you want to transfer to Kaplan, as part of the Admissions process, you'll need to provide un/official transcripts for evaluation. Do you have a copy or access to your transcripts? Approximately, how many college credits are you expecting to transfer?

Kaplan University offers our unique **Universal Degree Plan** which will likely allow you to transfer in more previous credit. Basically, the UDP supports programs with a larger number of open credits, allowing you greater flexibility overall and allowing us to recognize and accept more of your previous course work. Not only will you likely receive more transfer credits, you will also be able to design an open degree that will support all of your interests.

Can you see how a Universal Degree Plan might benefit you? What questions do you have?

REQUIRED Rubric Attribute –

CONTINUED - Comprehensive Program Discussion

Discuss ARA, UDP and My Path (As APPROPRIATE)

Before I continue, to better understand how I might best support you, I need to ask a few questions to assure that you are speaking with the most appropriate resource.

<READ VERBATIM- Preliminary Questions – DO NOT MISS ANY QUESTIONS!!!

1. Are you currently working with another Kaplan Admissions Advisor?
1a.Have you already spoken with, or chatted online, to another KU advisor?
2. Have you ever attended Kaplan University Online?

3. Have you attended, completed or were you referred by, a Kaplan Higher Education (KHE) School?

4. Are you or is anyone in your family an employee of Kaplan or one of our affiliates?

5. *If prospect is employed* – Does your employer have a tuition assistance agreement with Kaplan University? Has your company hosted a presentation by Kaplan University?

6. Have you attended a corporate-sponsored Kaplan University education fair?

7. Does a family member work for a company that has an agreement with Kaplan University?

8. Are you eligible to receive any outside form of tuition reimbursement?

9. Are you active duty military, a reservist or a veteran?

9a. Are you the spouse of an Active Duty Service Member or Drilling Reservist?
9b. Are you planning to utilize any form of military benefits to fund your education?

Rubric Attribute – Preliminary Questions –

To get full credit you must ask every question listed. If you miss ONE, you receive ZERO credit for this attribute.

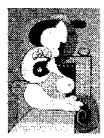
<Future Focus Questions>

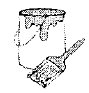
So **<prospects name>**, let's look down the road. You've graduated with your degree **AND** you are now **successful**.

•What is different about your life? What is different in the lives of your **FAMILY? – ARTICHOKE MOMENT** 

•Now that you are successful and you have that extra income. what would you like to do with it? **TELL ME MORE ABOUT THAT.**

DON'T PAINT THE PICTURE FOR THEM… **PROVIDE THEM THE PAINT!!!**





BE SILENT, DON'T GIVE THEM THE ANSWER. TAKE YOUR TIME, THINK ABOUT IT.

Let's recap what I've gathered to this point and let me know if there is something I've missed or something we should still discuss further.

WORLD-CLASS RECAP IN HI DEFINITION. THIS TRULY HELPS THE DREAM BECOME A REALITY FOR THE PERSON!!!!

Transition Statement: Ok, then. Let's talk about how to reach your goals.
You seem to have the right attitude and a strong sense of commitment.

<Trial Close> (Checking their level of buy-in/commitment)

So let me ask you, what steps are you willing to take to make this change a reality? DON'T ANSWER FOR THEM!!! SLIENCE, BE PATIENT!! Can you elaborate?

FANTASTIC! This is why I congratulated you earlier. It's easy to talk about making the change, but the fact that you are taking the steps to make a change in your life an indication you are **TRULY READY NOW! BE SLIENT HERE…. LET THEM RESPOND.**

REQUIRED Technical Requirements: (Part 1 of 2)
As I've mentioned, we are looking to set you up for success; the right program with the support you need to pursue your goals and graduate. To be a successful online student at Kaplan University, a few tools are essential.

Do you own or have unlimited access to a computer with Internet access? (REQUIRED)

Rubric Attribute – Technical requirements –

To get full credit you must ask every question listed. If you miss one, you receive zero credit for this attribute.

Step 3: Tie in the Solution
WARNING!!!- Tailor the experience for each student. Don't assume they will be impressed with our features. It is all about taking the time to uncover their wants and needs when it comes to choosing a school. IF YOU DATA DUMP, YOU WILL LOSE ALL THE EMOTION YOU BUILT UP EARLIER!

I'd like to give you a quick overview of the Kaplan University program and explore with you many of the unique advantages that define KU as a different school of thought. We recognize that everyone has talent and today we'll explore how to leverage yours!

How familiar are you with Kaplan University?

1. Over 67 years in education business through Kaplan Incorporated - (REQUIRED)
2. Regionally accredited by the NCA HLC - (REQUIRED)

Choose at least ONE more background fact below:

- Wholly owned subsidiary of the Washington Post – (Optional)
- Kaplan Test Prep (LSATs, GREs, SATs, etc) – (Optional)
- Over 75 ground campuses in the United States – (Optional)
- Kaplan is a pioneer in online education. We lead the way with our online technology and established the first online Law School, Concord Law School. – (Optional)

REQUIRED Rubric Attribute –

Kaplan Background Facts (Required to cover at least 3 facts)

1. **Must mention accreditation**
2. **Must mention Over 67 years of education**
3. **Plus one additional fact of your choice**

At Kaplan, we offer rigorous academic programs and fully accredited degrees, which is one of the most important things you can look for in an educational program.

What do you know about accreditation? (Build value and credibility)

We are *regionally* accredited by The Higher Learning Commission of the North Central Association of Colleges and Schools (NCA). I am sure you realize that accreditation is very important when choosing a school. Accreditation is what stands behind your degree. So we must meet the same criteria with regard to curriculum, faculty, finances, administration and ethics as _________ (choose a top school in the applicant's area).

Did you realize Kaplan University was that large, regionally accredited and dedicated to educational success for almost 70 years?

If you were attending a traditional online school, what features would be most important to you? Take your time think about it.

(DO NOT ANSWER FOR THEM) This is where you would use Feature – Advantage – Benefit statements to customize our features. i.e., ...would be great for you because...... TAILOR OUR FEATURES TO THEIR WANTS AND NEEDS.

REQUIRED Rubric Attribute –

Kaplan Background Facts
(Required to cover at least 3 facts)

1. **Must mention accreditation**
2. **Must mention Over 67 years of education**
3. **Plus one additional fact of your choice**

Comprehensive Program Discussion: (Tailoring our program to their desired outcome)

Let me ask you, how long do you think it will take to earn your degree?
GET THEM INVOLVED IN THE CONVERSATION -

Let's talk about this....

Since you are looking to pursue your _______ degree, typically a full time student can earn an ________Degree in about____ years.

Keep in mind that "full time" status is 12 credit hours per term. We start most of our students off with 2 classes to make sure the workload is not overwhelming and provide them the option to increase their course load over time.

Program Specifics
Ok, **<prospect name>**, how do you think this kind of environment is one that will help you succeed?

Great, let's talk about the career path that will best fit your needs and goals, so let's talk about them now. Based on your personal goals, I would like to recommend the _______________ program.

This program has _90/180_credits that are made up of:

- **Core (general education) requirements - Math, Writing, and Science**
- **Major requirements – Such as ___________ . This course would BE GREAT FOR YOU BECAUSE.....**

Ok, we have covered the program and I think we both agree that this is a good fit for what you would like to achieve. Is that correct?

Do you have any other questions regarding the program you have chosen?

Remember, the actual time to complete your degree may vary according to several things:
- **The number classes you take per term**
- **Transfer credit**
- **Experiential life credit**
- **Retaking classes for any reason**

REQUIRED Rubric Attribute –

Comprehensive Program Discussion.
Must cover the points Listed below.

- Program of Interest
- Curriculum
- Online Classroom Protocol
- Term Length
- Types of Assignments
- Discussion Boards
- Discuss ARA, UDP and My Path

(As appropriate)

How the program works:

Now let's discuss how the online program works.

•How long do you think a typical semester is?

•Each term is **10 weeks long** – typically, there is at least one week in between each term and we also •recognize federal holidays. Ten weeks is gives you an ample amount of time to understand of new ideas or concepts.

•When do you think you would have to turn in your assignment?

•The weekly assignments begin on **Wednesday morning and end the following Tuesday at midnight EST**. Although you will have deadlines, this provides you the flexibility of completing your work within the week.

Within your class, you will access your weekly assignments.

What type of assignments do you think you will have to complete on a weekly basis?
Take your time think about it. (Don't answer for them)

How many hours do you think it will take to complete your weekly assignments?

Actually our students typically study for a minimum of 8-10 hours per week per class. This means that most students study for approximately 16-20 hours per week when taking 2 courses.

With your current schedule how will you find that time to invest each week in your studies?
How will you fit study time into your schedule?

Reality Check – Take Away
With your current responsibilities, I'm concerned how will you find time to study? Can you elaborate? (Give them time to think! Don't answer for them.)

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(As appropriate)

There are many different types of assignments including:

(It is important to break-up each assignment with a thought provoking open-ended question- THIS PREVENTS DATA DUMPING!!! KEEP THEM INVOLVED DURING THIS SECTION!)

•**How often do you have time to relax and read a book?** *(If they don't read, give them a Reality Check!)* ***I'm concerned because......***
•One of the most important assignments is Reading from your textbooks or e-books

•**Can you describe an assignment in the past that required you to conduct research? Tell me more about that.**
•**Web field trips** (assignments that are researched at various websites) & Research papers (the online library will help you here!)

•**When you took a test or quiz in school, how long do you recall waiting find out your grade?**
•Here at Kaplan our Online **quizzes** are open book and are based on your readings. Generally, the quizzes are true/false or multiple choice. Another advantage is your quizzes are graded immediately and tracked in your grade book so you have the ability to check your grades at any time! (Isn't that GREAT!)

•**If you started online school today, would you know how to navigate your online classroom environment?**

•Another feature that makes Kaplan "**A different school of thought"** is our virtual tour of the online campus environment called **Campus Tour. This virtual tour guide** will help explain everything I just mentioned in the form of an interactive video. New Students LOVE the Campus Tour and it is typically available often the day after you enroll.

Discussion Board:
•Have you ever used an **online discussion board**? Have you ever posted comments on Face Book?

• The discussion board is the heart of the classroom where the instructors will post questions relating to the weekly assignments and the students post their answers.
Students also respond to their classmates' postings to receive credit for participation.
• Since the discussion board is the **heart of the class**, students typically check it daily.
•Frequent attendance and participation are important to student success, so we encourage our students to
log in a minimum of 3 times per week.

REQUIRED Rubric Attribute –

Comprehensive Program Discussion.
Must cover the points Listed below.

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(As appropriate)

How important is it to be able to communicate with your professor? What are your expectations when it comes to communication online?

Have you ever used instant messenger before? How often do you use this application?

In addition to email, our students can actually communicate with their professors via AOL Instant Messenger! (Isn't that great!) This gives our students the opportunity to communicate live their instructors!

With the addition of instant messaging, many of our students have reported they receive more interaction with our professors than they would generally get in a typical classroom. Remember, our classes are limited to just 25 students versus hundreds in some traditional colleges!

KHE Seminar (Also known as our Online Classroom):

Have you ever used a chat room before? Describe your experience.

Another communication advantage is your weekly **live classroom seminar** where you get to interact with your professor and classmates **live for one hour per week!** This is like a chat room but it's much more **productive** and **interactive**!
• Interaction is guided by the professor regarding the weekly assignments.

• Some courses may allow flexibility around seminar attendance regarding make-up assignments or weekly participation requirements

• The Seminars are archived so you can access later and read/print the content.

• If the course you are registered for includes a seminar you want to choose the time that works best for your schedule. They are offered from 8am – 11pm, Monday – Sunday, Eastern Standard Time.

•The seminar will be on the same day and time every week for the 10-week term. We limit the number of students in our classes to 25 so the seminar times are on a first come first serve basis.

If you were recommended to move forward tonight, what seminar time would work best for you each week?

REQUIRED Rubric Attribute –

Comprehensive Program Discussion.
Must cover the points Listed below.

- Program of Interest
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- Discuss ARA, UDP and My Path

(As appropriate)

Out of everything we just discussed, what do you think will be most helpful? Why?
What questions do you have so far?

Transition to FUNDING DISCUSSION

Great, we are ready to move to the next step. I think we have determined the fit is ideal, and the program's just right.

How much do you think the cost of tuition is for a major university like **<Major school in their state>** ?

If student is UNSURE – Think of a luxury car. How much do you think it would cost for a car like that? Well you are correct, it's not cheap. That is about what you can expect with the cost of college. With that being said let's talk about your funding options.

TUITION:

Ok, so let's talk about the tuition. We've already discussed the length of our terms and the number of credits per class.

Our tuition rate is based on credits.

- **The cost per credit hour is $353 and most courses are 5 or 6 credits each.**
- **There is also a $100.00 technology fee per term.**

The Technology Fee is assessed per term, every 10 weeks, not per course. The Technology Fee covers services including the internet support tools, online student support, internal email, access to the online library and a communication system that allows our staff to work seamlessly across the country.

Another great benefit is that all of your instructional materials and required books are always included in the cost of your tuition. Most courses utilize eBooks; they are easy to access and update, you can choose to print all or part of your instructional materials, if you prefer. Some programs, including Legal and Criminal Justice, also offer traditional textbooks at an additional cost.

REQUIRED Rubric Attribute –

Tuition /
Financial Aid Discussion
Must cover the following:

- **Current cost per credit hour**
- **Current fees that apply to their educational costs**
- **4 -Funding options**
- **Financial aid for eligible students**

- **If financial aid is mentioned as first option you lose half – credit for this attribute.**

- **If they mention the minimum deposit immediately (prior to mentioning "how much of an investment...?") you lose half – credit for this attribute.**

If you were accepted to Kaplan, we ask our student to put down a deposit as an investment towards their education.

Let me ask you, if you were accepted to a prestigious university like **(Mention large college in student's area)** how much money do you think they would ask for you to come up with to start classes?

If student says they are not sure- state this: Take your time, Think about it. What do you think? ***(DON'T GIVE THEM THE ANSWER!!!) Don't move forward until they have stated they admit it's expensive or give you an estimated dollar amount.***

It is not cheap correct?

•Here at Kaplan University we actually have the same accreditation as **(Prestigious university)** so we have to meet the same requirements as far as curriculum, faculty and finance! So if you were accepted to Kaplan, **could you** come up with that kind of money?

•**I totally understand!** We here at Kaplan University are a "**Different school of thought**" and we understand every student has their own budget. Kaplan allows each prospective student to come up with a deposit that is within their means. **Isn't that great?**

•So, if you were accepted to Kaplan University **today**, what type of deposit would you put down to secure your seat? **I am asking for an amount that is within your MEANS?**

•****If student asks HOW MUCH the minimum deposit is, state the following:***

•**The minimum deposit varies depending on every student's funding plan**. This is why I want to get an idea how much a deposit would be putting down towards your tuition in the event you were accepted today. So if you were accepted **today**, how much would be within your means?
•****If student is still uncertain.....***

•(Student Name) Again, all that is needed is a deposit that is within your means and would not interfere with keeping food on your family's table and your lights turned on.
•**(SLIENCE from this point on.)**

Great! Keep in mind if you are accepted to Kaplan, we will be putting that deposit in the computer tonight okay?

REQUIRED Rubric Attribute –

Tuition / Financial Aid Discussion

- **If you mention the minimum deposit immediately (prior to mentioning "how much of an investment...?") you lose half – credit for this attribute.**

Funding
How are you planning to fund your education?
(EXPLAIN FUNDING OPTIONS IN THE ORDER BELOW TO RECEIVE FULL CREDIT FOR THIS ATTRIBUTE)

There are a few different options available at Kaplan:
1. Pay upfront- at the beginning of each term
2. Pay in equal monthly installments during the term
3. Some employers offer tuition reimbursement. Do you know if you have that benefit at work?
Would any of these options work for you?
4. Ok no problem; another option may be obtaining Financial Aid through the federal government. Would this be a feasible option for you to consider?

Let me explain how financial aid works from the U.S. Dept. of Education.

Financial Aid comes from the U.S. Department of Education. It is government-funded money that comes in the form of loans or a combination of loans and grants.

If a student is awarded a grant, it would not cover the entire cost of tuition. Loans are more likely to be available to our students. I just want to let you know that there may be a monthly "out-of-pocket" expense also if financial aid does not cover your entire tuition. Other options are available to offset the impact of any "out-of-pocket" and a Financial Aid Officer can discuss and review these packages with you as appropriate.

If you are eligible to receive loans, would you be willing to accept them?

If you choose to take out a loan or make payments to pay for your tuition, the $100 per term technology fee may be included in the loan or payment plan.

You will have the ability to view your ESTIMATED Financial Plan with a Financial Aid Officer prior to enrollment. If you plan to transfer credits, we will need your official transcripts. Once they are evaluated (generally by the end of the first term) you financial package will be revised.

REQUIRED Rubric Attribute –

Tuition / Financial Aid Discussion
Must cover the following:

- **4 -Funding options**
- **Financial aid for eligible students**
- **If financial aid is mentioned as first option you lose half – credit for this attribute.**

Transition:
Do you have any other questions about what we have discussed so far?

Commitment:
So let me ask you ONE last time.

Why are you ready to make this change? Can you please elaborate?
Make sure the prospect does a thorough job explaining in detail why they are ready to make this change.

Okay, let me make sure I am on the same page. You are ready to make this change because....
RESTATE BACK WORD FOR WORD. THE BETTER YOU RESTATE, THE BRIGHTER THE DREAM, THE GREATER THE COMMITMENT.

Excellent! Based on your level of commitment and the fact you are taking the following steps- Mention at least 3 things - Sacrificing time to read, support from family, want a better life for your babies, etc...

At this time I would like to inform you (Student Name) that you have done a fantastic job and YOU HAVE EARNED THE RIGHT TO CONTINUE IN THE ENROLLMENT PROCESS!

Attribute-

Give appropriate recommendation/ Get Buy- In

Advisor makes a recommendation to the prospect based on their needs. Advisor asked positive questions to encourage prospect buy-in, while providing the prospect with the opportunity to ask any questions they may have.

Congratulations!

Can you believe you are on the path to a better life as soon as this evening???? What questions do you have??

Initiate and Explain the Process

REQUIRED Technical Requirements: (Part 2 of 2)
Earlier you indicated that you did have access to a computer and the internet, are you able to access a computer and your email account now?
Do you have a PC or a Mac?
Your academic success is our shared goal. Before we begin our application process, let's be sure you have access to the tools you'll need to be a successful student.
Do you have the following software?

- **Microsoft Windows Operating System (XP or Vista) or Mac OS X (Ten) (Required)**
- **Microsoft Office 2003 or later (full suite) (Required)**
- **A current antivirus application (Required)**
- Internet Explorer 6.0 or later, Firefox 2.0 or later, or Safari 2.0 or later

There are several more technology requirements that you must install, and all are free downloads from various websites. Our Campus Tour new student tutorial will provide additional information as needed.

Rubric Attribute – Technical requirements –

To get full credit you must ask every question listed. If you miss one, you receive zero credit for this attribute.

- Later, as part of the admissions process, we may need you to fax or print some documents. Once enrolled in
- school, all of your work will be submitted online as an attached document.
- Do you have a printer and fax machine? Does the printer have ink?
- ***(If student does not have fax machine)*** Do you know where you can access a fax machine?

Now I would like you to grab a pen and some paper because we are going to get organized and I will ask you to write down your LIST FOR SUCCESS!!!

Let me know when you are ready with a pen.

1. **First we will complete your Application which takes only 10 – 15 minutes. I will give you the link in a moment.**

2. **Next I will transfer you to our financial aid department to help you fill out your FREE APPLICATION FOR FEDERAL STUDENT AID. You will need your license and last years tax return. This is the longest step so you are looking at around 60 minutes to complete.**

3. **Once you have completed you Free Application for Federal Student Aid, we will enter a special number in the computer known as your estimated family contribution number which will help us calculate your funding.**

4. **After I have inputted your EFC number, you will speak with a Financial Aid Officer who will take you through your financial aid one step at a time so you know how it breaks down for your first year.**

5. **Once you have accepted your funding plan and completed your Master Promissory Note, they will transfer you back to me and I will enter your DEPOSIT into the computer.**

6. **Then we will have you electronically sign your enrollment agreement and that means you are 90% complete with the enrollment process.**

SO READ BACK TO ME WHAT YOU HAVE! ☺

Once you have electronically signed we will finalize any remaining funding documents
(READ BELOW)

ARA statement for students with No College
Remember, once enrolled you will have the opportunity to participate in our Academic Readiness Assessment. Basically, the assessment will help us further determine together if you might benefit from SurePath foundation courses designed to improve your skills and prepare you to be successful throughout your KU education.

Transcript statement for students with previous college experience.
Remember, we'll need to receive a copy of your transcripts during the enrollment process.

REMEMBER TO ASK IF THE PROSPECT HAS ANY ADDITIONAL QUESTIONS AND VERIFY THEY HAVE YOUR PHONE NUMBER BEFORE TRANSFERING OR HANGING UP THE CALL- DO THIS EVERY TIME NO MATTER WHAT! → Attribute – Proper Closing

Universal Degree Plan (UDP) should help you maximize the time spent at KU. This option will allow you plenty of flexibility to design a degree program that is both interesting and provides you with the skills and training that will make a difference later. Your education, your degree, your way. Additionally, it may be able to save you time and money if you have either transfer credits or potential life experience credits.

MyPath - Newer students (not Advanced Start) that may be unsure of degree or career direction.
Earlier I mentioned MyPath, a unique KU concept designed to support you in making the right academic and career choices the first time. Before we get into the details around how online education works and your specific degree program, let me briefly explain how you could benefit from MyPath.

Kaplan MyPath will help each student focus on their true interests, strengths, learning styles, challenges, study strategies, career goals, and objectives by evaluating who you are today. A series of simple assessments will help us explore who you are, what you enjoy, where you are headed and how to best get you there. It provides each student with a unique and tailored education that fits just right - from the beginning. How does that sound? Do you think you could benefit from MyPath?
During your first or second KU term, you will complete two diagnostics within an actual course:
1. Diagnostic 1 shows students where they stand across 11 topics relating to the skills of a successful student. It is designed to help students understand their strengths and any areas they need to work on to help them be successful.
2. Diagnostic 2 is a career planning system designed to help first-year students develop career goals. It maps values, skills, and interests into clear career clusters and specific jobs. The results will reveal information to help the student and Kaplan make the right decisions about what is right for him/her while studying here at Kaplan.
The course is named Academic Strategies and it's a real for-credit course here at KU. We think it's a great way to get all of our students off on the right foot, ready to be successful students. And isn't that what you are hoping for too? Remember, KU students graduate!

Portfolio Assessment – anyone that may want to consider "life experience".
Earlier I mentioned a unique Kaplan University concept, Portfolio Assessment. What you already know and your actual life experience may just decrease the time it takes for you to complete your degree, as well as, save you money. Our Portfolio Assessment process will help you determine if your life experience could translate into KU credits. The portfolio development process will show you how to examine your experience, collect appropriate documentation to support it, and put together a portfolio to demonstrate and describe your credit request.
The portfolio development and assessment process consists of two online courses which include the creation and submission of your portfolio. Each course is structured around ten learning modules designed to assist in the development of your portfolio. Each course earns 3 quarter credits and can be included together as one six credit open elective in all our degree programs. You will work with your Academic Advisor after enrollment to arrange specific course schedules.

REQUIRED Rubric Attribute –

Comprehensive Program Discussion.
Must cover the points Listed below.

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- Term Length
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- Discuss ARA, UDP and My Path

(As appropriate)

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Reiterating the Objective of the Call:

As I stated a moment ago, our objective today is to become better acquainted. First, I want to know more about you - your hopes, dreams, goals and perhaps even fears. Does that sound fair?

Rubric Attribute – Objective of the call

TRANSITION: The best way for me to assist you today is to find out a bit more about you and your goals, together we'll determine the right next steps.

UNCOVERING THE PAIN AND THE FEAR – CREATING URGENCY

•How long has this been a goal of yours? When did you first realize this is the direction you wanted to move in?

•What has stopped you in the past? What is different today?

•Whose life would this impact, besides you? What would it mean for them to see you finally take this step to a better life? **(SLIENCE.. THIS STIRS UP EMOTION)**

•Who will be the most of you for making this change? In addition to your biggest supporter, who else would you invite to graduation? **(PDL opportunity) I am assuming your friends and family have been thinking about making a positive change as well correct? GREAT! Once we get you started on this path to success, I will reach out to them and see if we can help make a positive change in their life just like you. Sound like a plan? Awesome!**

•Lastly, what are something's you would LOVE to provide for your family but unfortunately due to your current situation you are unable to? Tell me more about that. (Keep digging until you get to their REAL DREAM- a house, taking family to Disney World. DO NOT ANSWER FOR THEM. LET THEM PAINT THEIR OWN PICTURE

Affected Rubric Attributes –

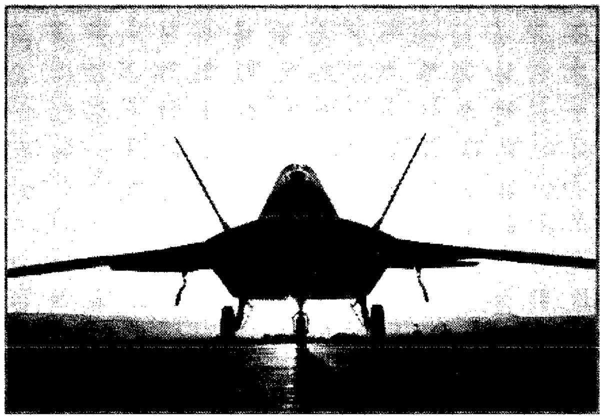
1. **Asks probing questions to explore student motivation**
2. **Empower the student to respond/ Advisor Call Control**
3. **Active Listening**
4. **Advisor picks up on buying signals**
5. **Build/ Maintain Rapport w/Prospect**

IF YOU CAN HELP THEM UNCOVER THEIR TRUE PAIN AND FEAR. IF YOU GET THE PROSPECT TO THINK ABOUT HOW TOUGH THEIR SITUATION IS RIGHT NOW, IF YOU TALK ABOUT THE LIFE THEY CAN'T GIVE THEIR FAMILY RIGHT NOW BECAUSE THEY DON'T HAVE A DEGREE...YOU DRAMATICALLY INCREASE YOUR CHANCES OF ENROLLING THIS PROSPECTIVE STUDENT. GET TO THEIR EMOTIONS, AND YOU WILL CREATE THE URGENCY!

Kaplan Higher Education Corporation
Document 38, Page 2

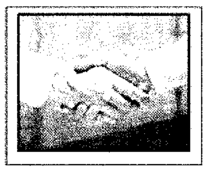
Excerpts, selected by the HELP Committee, from a larger document produced by the company

Military eLearning Modules



2009

A.C.T.I.O.N. Focused Sales



OVERVIEW

This module will present the A.C.T.I.O.N. sales model, Outcome Based v Process Based Selling and Questioning and Listening techniques. You will be able to relate each component of this module to the script Kaplan University Admissions Advisors use for interviewing prospective students.

LEARNING OBJECTIVES

- Define and demonstrate (through role play) each step in the A.C.T.I.O.N. model
- Differentiate between Outcome Based and Process Based Selling
- Utilize Outcome Based Selling language effectively
- Differentiate between Feature, Advantage and Benefit (FAB)
- Differentiate between Needs and Wants
- Utilize Open Ended Questioning and Active Listening techniques
- Utilize Fear, Uncertainty and Doubt (FUD) in the sales process
- Handle and overcome objections
- Utilize trial close techniques

KAPLAN UNIVERSITY A.C.T.I.O.N. FOCUSED SALES MODEL

- **ACTIVATE INTEREST (Introduction)**
  - Recognize, Acknowledge, Congratulate
  - Establish rapport and credibility
  - Ask effective questions
- **CONNECT AND DISCOVER**
  - Ask open ended questions
  - Dig for motivators
  - Establish needs and wants
  - Listen actively
- **TIE IN THE SOLUTION**
  - Satisfy needs and wants
  - Use Feature, Advantage, Benefit technique
  - Use Fear, Uncertainty, Doubt technique
  - Make the solution fit
- **INITIATE AND EXPLAIN THE PROCESS**
  - Recognize buying signals
  - Trial close
  - Outline next steps
- **OVERCOME OBJECTIONS**
  - Use LISTEN model
  - Use Outcome Based language

- Show empathy

Active listening involves taking note of key points that you can further explore, asking questions, investigating, digging deeper, resulting in longer, more meaningful conversations. For example, the prospect says she is worried about her financial position. The advisor might ask "Do you think in a few years, when you decide you want to pursue an education, you will be in a better or worse financial position?"

Transition Statement

Confirm your understanding of what the student has told you. "So if I understand you correctly . . ." or "Let me summarize what I've heard."

TIE IN THE SOLUTION

How the Solution Fits

Listen for specific information about the prospective student's dissatisfaction with life as it is now and tailor solutions specifically for him or her. Pique the prospect's interest and arouse enthusiasm!

Feature, Advantage, Benefit

- Feature **WHAT IT IS**
- Advantage **WHAT IT DOES**
- Benefit **WHAT IT DOES FOR ME**

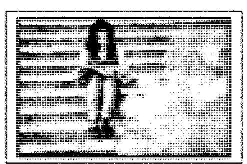
The Benefit is Important!

The features and advantages of individual schools can often look alike. The key is the **value**. The advisor must address the benefit each feature brings to the student. Not every feature has a benefit for every student. When showing benefits, choose the features that are meaningful and relevant. Presenting benefits paves the way to what the solution offers.

Fear, Uncertainty, Doubt

This technique was originally created within the computer hardware industry and uses these emotions to attempt to influence perceptions or beliefs. The technique is especially effective when prospects introduce the "need" to examine other online schools. Statements such as the following instill FUD regarding the "features" of competitors' programs.

- Some schools are open enrollment. They accept anyone.
- Accelerated programs are great if you're in a hurry, but is that really the best way to learn?
- Some schools require group projects where your grade depends on another's participation.



INITIATE AND EXPLAIN THE PROCESS

It is at this point in the ACTION sales model where the advisor closes the sale. An effective closer pays attention to buying signals, trial closes, outlines next steps and moves toward gaining commitment.

Redacted by HELP Committee

[redacted]

OVERCOME OBJECTIONS

An objection is generally a reason or argument presented in opposition or a feeling or expression of disapproval. People usually object when they encounter:

- A misunderstanding
- Incorrect information
- Lack of information
- Fear or doubt
- Something which is keeping them from making a

commitment to move forward

The Admission Advisor's role is to help prospective students overcome objections when making the decision to achieve their educational goals

Types of Objections

As a general rule, objections fall under one of five categories:

- **TIME** — I don't have time in my life to fit school into it.
- **MONEY** — I can't afford the deposit, much less the tuition.
- **SUPPORT** — My friends and family don't think I need to go back to school
- **COMPETITION** — XXX school is cheaper, faster, easier.
- **FEAR** — I doubt that I'd be able to succeed.

Redacted by HELP Committee [redacted]

Expect Objections

- Objection management is an integral part of the advisor's job
- Objections may happen during every step of the admissions process.
- Advisors encounter objections of varying kinds.
- Successful advisors are able to approach objections systematically

Overcome Objections with Fundamental Skills

Listen Actively – to the student's objections and concerns.

Interpret the Objection – Repeat objection, then empathize. "I understand your concern about finding 20 hours a week to study."

Solve

Together - Jointly find a solution. Ask probing questions to divulge the true nature of the person's objection. "How do you spend your time?" "Can you walk me through a typical day?" "What are you willing to sacrifice to fulfill you dream? Get the student involved in overcoming his own objection

Establish Buy-in – Gain the student's commitment. Ask reaffirming questions. "Which of these solutions would work best for you?" "Do you feel more comfortable now?" Move person forward. "Great, let's move on to the next step." Don't hesitate!

Next Step – Lead student to the next step with confidence.

Redacted by HELP Committee [redacted]

Excerpts, selected by the HELP Committee, from a larger document produced by the company

Custom OBS & Quality Hybrid Job Aid based on the latest Undergraduate Outbound Script published on April 2010

Script Legend	Ovals indicate that script item is an attribute on the Quality Rubric	The Artichoke indicates Outcome Based Language- Peeling back the layers	SILENCE — THE SILENCE SMILEY INDICATES THE IMPORTANCE OF BEING SILENT AFTER YOU HAVE ASKED A QUESTION

Hi (Student Name)? This is ______________calling you from the **ADMISSIONS DEPARTMENT** at **KAPLAN UNIVERSITY** and by the way this call may be **RECORDED** for quality purposes.

How are you today? Great!

→ Proper Opening And Call Disclosure

The reason for my call is to COMMEND you on your decision to maximize your TALENTS! CONGRATULATIONS!

The reason for my call is to discuss your personal career goals, your dreams and perhaps even some of your fears. At the end of this call we will determine if Kaplan is a good fit for you and you're a good fit for Kaplan. Fair enough?

→ Discuss Objectives of the interaction

What type of **changes** are you looking to make to improve your **future**? Talk to me about your current situation.

Can you expand on that for me? ***(Be patient and be silent! Listen carefully and take excellent notes)***

So let's talk more about some of your career goals.
When did you first realize it was time to move into a new direction?

In addition to what you just stated, what are some other factors that contributed to your decision?

Take your time, think about it for a moment. ***(Be patient and silent. Listen carefully and take excellent notes)***

So let me recap what I have so far. You are looking to make a change because.....
(RESTATE WHAT THEY SAID WORD FOR WORD. SHOW THE STUDENT YOU HAVE WORLD-CLASS LISTENING SKILLS)

That's why I congratulated you earlier! Many people out there talk about making a **change** but the fact that you recognize the value of education, definitely improves your chances of a brighter **future**! Good for you! ***(Wait for Thank you)***

→
- Asks probing questions to explore student motivation
- Active Listening
- Build/ Maintain Rapport w/Prospect

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CONFIDENTIAL

KHE 096357

Kaplan Higher Education Corporation
Document 40, Page 2

Creating Urgency

Continuing Education
March 2010

CONFIDENTIAL KHE 096451

Learning Objectives

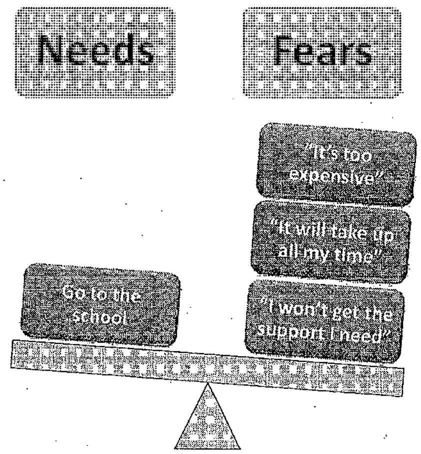
Understand why urgency is critical to our students

Discuss best practices on building urgency

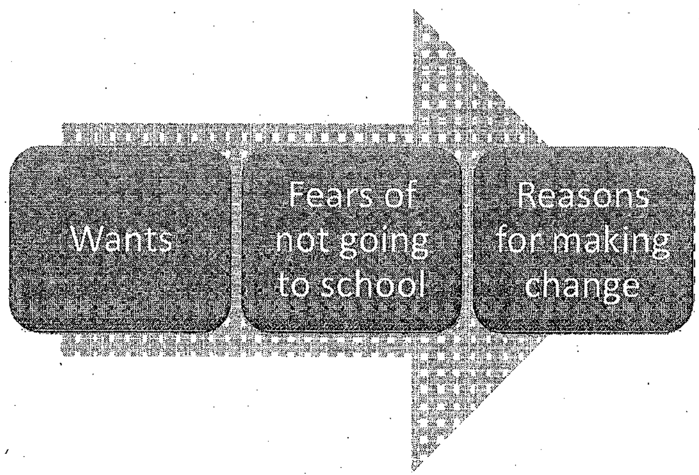
Review effective ways to set deadlines

Display the ability to set deadlines effectively

Which matters more???



We need to find out...



Why urgency???

The longer the timeframe between your interview and the enrollment, the more the student will remember the fears of going to school!!!

Setting Deadlines

What are some effective ways to set deadlines?

What are some things we can use as incentives for meeting deadlines?

How can we use deadlines after the student has enrolled?

What do you do when a student misses a deadline?

Review

Setting the urgency is critical to our student's success

There are many ways to build urgency

Setting effective deadlines is a very important part of establishing urgency

From: Tommy Sims <TSims@khec.com>
Sent: Friday, December 4, 2009 4:34 AM (GMT)
To: James Blackburn <JBlackburn@khec.com>
Subject: RE: 2008 CDR
Attach: FY 2007 Final chart numerator denominator challenges included 9 14 09 (2).xls

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[redacted]

Tommy C. Sims
Director of Default Mgt. & Strategy
Kaplan Higher Education Corporation
[redacted]

www.khec.com

From: [redacted]
Sent: Thursday, December 03, 2009 10:05 PM
To: Tommy Sims
Subject: 2008 CDR

Tommy,

[redacted]

Also, with the three year CDR, have they increased the number of deferments or forbearances a student is eligible to receive. Under the two year plan, we could use deferments or forbearances to get out of danger. Can we do the same for the 3 year CDR? (There has not been any changes in the length of the deferment/forbearance max time usage availability between the 2yr CDR and the 3 yr CDR.)

If a student was unable to make a single payment for all three years, how would we eliminate a default? If not possible, what does the model look like. (I a person makes one payment and it reduces the number of days delinquent to less-than 270 FFELP or less-than 360 days delinquent FDLP thus the claim cannot be filed with the GA and if done each of the 3yrs thereby avoiding a default claim.)

Thanks,

James Blackburn
Vice President, Financial Aid
[redacted]

Redacted by HELP Committee [redacted]

www.khec.com

Building Futures

From: Default Mgt. Employee
Sent: Tuesday, July 14, 2009 3:57 PM (GMT)
To: Kevin Corser Redacted
Cc: Default Mgt. Employee ; Default Mgt. Employee
Subject: RE: Deliquent Accounts for Top 6 + 2

Kevin:

Please see below the breakdown for the 2 additional schools, including cures needed by campus.

	SCHOOL/ OPEID	KHEC School Number	Maximum Projected Rate	Cures Needed: To Achieve a 24% CDR	Cures Needed: Per Remaining Week (7)
Redacted					
	01100500	057	25.0%	5	1
		Redacted TOTAL	25.0%	5	1
Redacted					
	02312200	089	21.2%	0	-
	02312201	086	26.7%	16	2
	02312202	087	24.6%	3	0
	02312203	088	24.8%	4	1
		Redacted TOTAL	24.3%	6	1

Default Mgt. Employee

From: Default Mgt. Employee
Sent: Monday, July 13, 2009 6:20 PM
To: Kevin Corser
Cc: Default Mgt. Employee ; Default Mgt. Employee
Subject: RE: Deliquent Accounts for Top 6

Kevin:

Here's the breakdown of the top 6, including cures needed by campus and by OPEID.

	SCHOOL / OPEID	KHEC School Number	Maximum Projected Rate	Cures Needed: To Achieve a 24% CDR	Cures Needed: Per Remaining Week (7)
Redacted					

	00491000	058	14.4%	0	-
	00491001	060	33.9%	72	10
		Redacted TOTAL	27.3%	37	5
Redacted				-	
	00748900	065	27.1%	10	1
		Redacted TOTAL	27.1%	10	1
Redacted				-	
	00929200	099	20.7%	0	-
	00929201	098	30.0%	25	4
		Redacted TOTAL	26.0%	15	2
Redacted				-	
	02083600	063	26.2%	10	1
		Redacted TOTAL	26.2%	10	1
Redacted OH				-	
	02587900	093	24.7%	4	1
		Redacted OHIO TOTAL	24.7%	4	1
Redacted					
	02591900	024	18.8%	0	-
	02591905	055	73.0%	60	9
		Redacted TOTAL	28.9%	32	5

We have a spreadsheet listing borrowers for each for each campus.

Please let us if you want them to go to the campuses and to whom.

Default Mgt. Employee

From: Default Mgt. Employee
Sent: Monday, July 13, 2009 4:49 PM
To: Kevin Corser; Default Mgt. Employee
Cc: Default Mgt. Employee
Subject: Re: Delinquent Accounts for Top 6

I'm fine with the 7 week approach.
Default Mgt. Employee

From: Kevin Corser
To: Default Mgt. Employee
Cc: Default Mgt. Employee ; Default Mgt. Employee
Sent: Mon Jul 13 16:12:38 2009
Subject: RE: Delequent Accounts for Top 6
Thanks. **DM E'ee** if you agree with the 7 weeks approach DM E'ee recommends, let's go with that. Who do we have covering these 6 OPEIDs? Please list each of the individual schools that make up this list and the non-Home Office people that are working on DM. Thanks...are the PIs focused on just these top 6 OPIDS...what about GRC?

From: Default Mgt. Employee
Sent: Monday, July 13, 2009 4:05 PM
To: Kevin Corser
Cc: Default Mgt. Employee ; Default Mgt. Employee
Subject: RE: Deliquent Accounts for Top 6

Kevin:

The Home Office Default Mgt team and East Default Mgt team were notified of the switch in focus to the Top 6. We will provide them with the updated delinquency lists today.

These lists only include the borrowers that could still default in the 2008 cohort so these would only be the oldest aging buckets.

We have not provided any delinquent borrower list to non-Default Mgt campus personnel. I presume you are referring to them when you asked about the delinquency list being sent to the school and a tab for each campus. If so, should we send these to the Group VPs or to some other position? Please let us know and we can get reports to them tonight.

We do have specific campus-level breakout and can easily eliminate the pending cures. For most, we are 90% accurate on the campus-level breakout; but, we are far less comfortable with this for El Paso because the data is still an issue.

For calculating the cures needed per week, we will use 7 weeks (3 in July and 4 in August) to show a more aggressive approach and to give 30 days for the cures to be processed by 9/30/09. Do you agree?

Default Mgt. Employee

From: Kevin Corser
Sent: Monday, July 13, 2009 2:47 PM
To: Default Mgt. Employee ; Default Mgt. Employee ; Default Mgt. Employee
Subject: RE: Deliquent Accounts for Top 6

Have these been shared with the school? The aging is VERY old on all of these students. I suppose at this time of the year it is somewhat expected, correct? Do we have the specific school breakout? This appears to be by OPEID, correct? I would like to get these out to the schools right away. Also, please note how many of these have to be cured per week in order to get the school under 25. Please leave off of the list the ones that have pending cures. Also, please provide a tab for each school (not OPEID). Please turn this around today.

Has El Paso been resolved?

From: Default Mgt. Employee

Kaplan Higher Education Corporation
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Sent: Thursday, July 09, 2009 6:33 PM
To: Kevin Corser; [illegible]; Default Mgt Employee
Subject: Delinquent Accounts for Top 6

Attached are the delinquent accounts for the Top 6 OPEIDs (the password is Redacted). There are several tabs in this file – one with all of the borrowers and separate tabs for each school. Please note that borrowers may be listed more than once for reasons such as more than one campus or more than one guarantor.

El Paso is not yet resolved. [illegible] is currently in contact with Direct Loans to resolve this issue.

Redacted
Default Management

Redacted

From: VP - Finance
Sent: Tuesday, April 21, 2009 8:30 PM (GMT)
To: Matt Seelye Redacted by HELP
Cc: Kevin Corser Redacted by HELP Finance Employee Redacte Finance Employee ; Finance Employee
Subject: RE: KC Loan Default Assumption/Outside Vendor Loan Data

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Matt,

Fin. E'ee and I met today, and we reviewed the Outside Vendor default data below. Unfortunately, the figures have significantly increased across the board. The default rate for KU/KHEC is 69.5% for the 2006 repayment vintage. The 2007 and 2008 vintages are following the same trend as the 2006 vintage, but the defaults are trending higher in the early months of repayment. I have 2006 and 2007 default data and weighted average FICO's broken out below.

Private Lender: Loan Default Rates for Kaplan Students

	Repay Year	$Orig.	WA_FICO	7/2008 Default Rate	4/2009 Default Rate
KU	2006	2.5 M	557	53.8%	62.6%
	2007	10.1 M	559	36.3%	53.3%
KHEC					
	2006	1.4M	557	74.5%	81.2%
	2007	15.2 M	552	54.0%	72.4%
Total					
	2006	3.9 M	557	61.5%	69.5%
	2007	25.3M	555	46.9%	64.8%

Kaplan Choice Loans
Through 3/31, we have disbursed $2.2 million in Kaplan Choice Loans (all volume is from KHEC schools). Of these loans the majority fit into the following FICO bands: 1) Redacted ; and 2) Redacted Redacted .

We may consider a two-tiered approach for reserves. Given the FICO profile of the Kaplan Choice Loans through 3/31, we should assume an 80% default rate for loans in repayment with the potential to make adjustments for recoveries through collection efforts. For loans in interim status, we should rely on the drop rate for KU/KHEC to give us an estimate of expected defaults. In talking with Fin. E'ee we estimate drops to occur at a rate of 5% per month over 18 months (approximately 60%). I have provided the details to Fin. E'ee and we can discuss further when you return.

Fin. E'ee and I discussed several variables that should be included in the model, and we have requested additional data on the Kaplan Choice portfolio (from the servicer) so we can get started.

Please let me know if you have any questions.

Thanks,

Redacted
Vice President, Student Finance
Kaplan Higher Education
6301 Kaplan University Avenue
Fort Lauderdale, FL 33309
Phone: Redacted

www.kaplan.edu

From: Matt Seelye
Sent: Monday, April 20, 2009 11:04 PM
To: VP - Finance
Cc: Kevin Corser; Fin. E'ee ; Fin. E'ee ; Fin. E'ee
Subject: KC Loan Default Assumption

Hi VP - Finance

For accounting purposes, we will need to provide a reserve on the KC loans equal to expected default. The only proxy we might have to use for KC loan performance is the data you received from Outside Vendor performance and your industry experience.

Will you please take the point position in analyzing the characteristics of the KC loan activity to date and devising a methodology by which we can establish a FICO based, etc. reserve methodology?

I'm copying Kevin and Fin. E'ee as: Kevin is a key customer for the work product and Fin. E'ee is likely the person to muster an analytical resource (e.g., Fin. E'ee ?) to help you build the analysis. I wouldn't mind giving Fin. E'ee a chance but he might need detailed guidance from you and Fin. E'ee consult Fin. E'ee).

We should build something that enables us to keep track of loan performance such that if different characteristics emerge, we can tailor the loan program. For example, if performance varies by program of study, geographic region, loan amount, etc.

This is time sensitive, so please jump in quickly.

Many thanks,

Matt