

**NEW JERSEY DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT**

FAX TRANSMITTAL

Harold J. Wirths, Acting Commissioner

Working Together to Keep New Jersey Working

Date: March 8, 2010

Pages: 8

To: Redacted by HELP Committee **Director of Operations**

From: Redacted by HELP Committee **Supervisor**

Location: Anthem Education Group

Location: NJLWD

Fax: [REDACTED]

Fax: [REDACTED]

Phone: [REDACTED]

Phone: [REDACTED]

Re: [REDACTED]

Hi, Michelle:

As follow-up to our recent conversation on [REDACTED], a former student at Anthem's N. Brunswick campus, following is the information that we have received regarding Mr. [REDACTED]'s concerns on "owed tuition." I would appreciate your reviewing and advising me on this matter.

Thanks,

Redacted by HELP Committee

Supervisor
Monitoring and Compliance Unit
New Jersey Department of Labor and Workforce Development
Division of One-Stop Coordination and Support
P.O. Box 055
Trenton, NJ 08625

Redacted by HELP Committee

2AEG-HELP-05-0000696

Anthem Education Group
Document 13, Page 1

New Jersey Department of Labor and Workforce Development Office of Oversight and Compliance Conflict Resolution Questionnaire

Mail Completed Form To:

New Jersey Department of Labor & Workforce Development
Division of One-Stop Coordination and Support
Office of Oversight and Compliance
Redacted by HELP Committee
P.O. Box 055
Trenton, New Jersey 08625-0055

RECEIVED
2009 JAN -6 AM 8:26
OFFICE OF OVERSIGHT AND COMPLIANCE

Please use this form to record all information about your concern(s). A Department Specialist will be assigned to examine the situation and will, if necessary, contact you for additional information. The result(s) of the investigation will be communicated to you in writing. You should be aware that in order to properly evaluate your grievance and assess your records, your name and information contained on this form **must** be revealed to the entity at some point during our review. Complete, sign and return this form **within 14 days**. Should you fail to do so, this matter will be considered resolved.

If your inquiry is regarding student loans, while your concerns may warrant further investigation, please note that they are separate and apart from your legal obligation to repay your loan. If you need additional information or clarification regarding the status of your loan, please contact the lending institution directly.

Please print or type all information.

1. Name <input checked="" type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. (please circle)		
2. Street Address		
E-mail address:		
City	State	Zip Code
Staten Island	NY	10309
3. Telephone Number (include area code)	Day	Evening
4. Last four digits of Social Security Number (of Student) (if no SSN, Alien Reg. #)	5. Date of Birth (of Student) Redacted by HELP Committee	6. Date(s) of Alleged Incident(s) if applicable April 26, 2009
7. Name of the entity involved: Anthem Institute		
8. Address and telephone number of the entity: 651 Route 1 South North Brunswick NJ 08902 732-448-2600		
9. Did you attempt to utilize the entity's published grievance procedures? <input checked="" type="checkbox"/> Yes If yes, how did you do this? <input type="checkbox"/> No If no, why not? <i>We contacted several representatives including the President.</i>		
10. How did you hear of the entity? <input type="checkbox"/> One-Stop Career Center <input checked="" type="checkbox"/> Other		
11. If the concern(s) involve a school, check the box which describes your current status: <input type="checkbox"/> Student <input type="checkbox"/> Employee of School <input checked="" type="checkbox"/> Other <i>Former Student</i>		
12. Names and titles of the person(s) at the entity you have contacted regarding this grievance: Redacted by HELP Committee <i>Recruiter</i> Redacted by HELP Committee <i>Financial advisor</i>		

CRO FORM Redacted by HELP Committee *President* Redacted by HELP Committee
Vice President Anthem Education Group

2AEG-HELP-05-0000697

13. Method of contact(s): <input type="checkbox"/> Meeting <input checked="" type="checkbox"/> Letter <input checked="" type="checkbox"/> Phone <input type="checkbox"/> Other _____	
Date of initial contact: <u>April, 2009</u>	
14. Outcome of contact: <u>No Resolution</u>	
15. If a student: Are you still at this institution? <input type="checkbox"/> Yes, Expected Graduation Date _____ <input checked="" type="checkbox"/> No	
If no, please check box which applies: <input type="checkbox"/> Graduated <input type="checkbox"/> Terminated <input checked="" type="checkbox"/> Withdrew <input type="checkbox"/> Other	
Last Date Attended: _____	
If employee of school, please check the box which applies:	
<input type="checkbox"/> Current employee <input type="checkbox"/> Former employee	
Hire Date: _____ Resignation/Termination Date: _____	
16. Name of program: <u>Graphic Design and Animation</u>	17. Date program began: <u>2/2009</u>
18. Total Cost of program: <u>\$ 18,750</u>	19. Number of program hours: _____
20. Are you in default of a loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Amount owed: \$ _____ Year(s)? _____
21. Have you paid any money directly to the school? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Amount paid to school: \$ <u>\$ 3,409.10</u>
22. Was a student loan obtained? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Amount of loan: _____
23. If referred through a One-Stop Career Center or other local agency, please name the source of funding, counselor's name and office:	Amount paid to school: \$ _____
24. What result would satisfy you? <u>0\$ Balance</u>	
25. Please provide a brief explanation of your concern. Attach additional pages if necessary and copies of all relevant documents, including but not limited to a signed enrollment, financial agreement(s) and any communications that you feel justify your concern(s). <u>SEE ATTACHED</u>	

I hereby acknowledge that by signing this form, I am giving the Departments of Education and Labor and Workforce Development authority to review and secure any and all of my student records in order to appropriately review and resolve your concern(s).

X [Redacted Signature] _____ 1/1/10 _____
 Signature - Required Date

CRO FORM

2AEG-HELP-05-0000698

#25 -A brief explanation of our grievance with Anthem Institute

We, [REDACTED] and [REDACTED], accompanied our son, [REDACTED], to meet with the recruiter and financial aid advisor at Anthem Institute (651 Route 1 South, North Brunswick NJ 08902, Telephone [REDACTED]) on the evening of November 24, 2008. We met [REDACTED], a recruiting associate, who took us on a tour of the facilities. We went back to the office and discussed the enrollment procedures and tuition costs and expenses. During the course of this conversation, we asked Ms. [REDACTED] directly if we were financially liable for any costs if Justin did not complete the outlined program. We were assured there would be none especially because we were going to pay the tuition bill, out of pocket on a monthly basis. Her remark at that time was "[REDACTED] could leave the school at any time without any financial liability at any time from anyone."

We then accompanied our son [REDACTED] to the office of [REDACTED], an Anthem Institute financial advisor. She explained to us that based on the information we gave her about our financial status, that [REDACTED] was not eligible for financial aid. We informed her that this would not be a problem because we would be paying all costs out of pocket. We also asked if we would incur any costs or penalties if [REDACTED] did not continue with program. She assured us there would be none and she preceded to set up a payment plan (attached in this mailing). We went back to Ms. [REDACTED]'s office and [REDACTED] signed the enrollment papers (attached with this mailing.) During every conversation, via phone and in person, we brought up the question of our financial obligation in the case of [REDACTED] dropping the program. The answer was always the same—none.

After attending the Institute for two months, February and March of 2009, [REDACTED] came to the realization that the program at Anthem was not going to provide him with the proper background and foundation in the field of computer animation. In April, [REDACTED] signed an exit interview form. On April 28, 2009 we received a letter from Anthem stating that [REDACTED] owes an account balance of \$4,715.02.

[REDACTED], [REDACTED]'s mother has since spoken to the Campus President, [REDACTED]. [REDACTED]'s response was that since [REDACTED] signed the papers he was responsible for the balance. [REDACTED] then spoke to Mr. [REDACTED] a school representative who conceded that prior to [REDACTED]'s enrollment, the school representatives should have been more forthcoming in disclosing the financial obligations for repayment of an account balance if he chose to discontinue enrollment. Mr. [REDACTED] further mentioned the option of a reduction of the alleged account balance or, possible, accepting the loss and correcting [REDACTED]'s account to reflect a zero balance on it.

In summary, our grievances are two-fold. One, the school representatives, Ms. [REDACTED] and Ms. [REDACTED] misled or did not inform us of any financial repercussions if [REDACTED] were to leave. Secondly, the papers [REDACTED] signed (attached in this mailing) were very ambiguous about payments after withdrawal. If these obligations were clearly stated we would have questioned them at the time of enrollment and in our subsequent conversations. As it turned out the repeated answer we received was not to worry about a penalty because there was none.

Father [REDACTED]

Mother [REDACTED]

Student [REDACTED]

2AEG-HELP-05-0000699

#1

Catalog (Initial)

T-Shirt (Initial)



Source

ENROLLMENT AGREEMENT

651 US Route 1 South, North Brunswick, NJ 08902 (732) 448-2600

PLEASE PRINT OR TYPE

Social Security # [redacted]

Applicant (Legal Name) [redacted] Phone [redacted] (First) (Middle) (Last)

Address [redacted] City [redacted] State [redacted] Zip [redacted]

Enrolling for: (check one)	Weeks	Months (Approx.)	Clock Hours	Semester Credit Hours
<input type="checkbox"/> DIPLOMA:				
<input type="checkbox"/> Medical Billing & Coding	36	9	720	30
<input type="checkbox"/> Medical Assistant	35	9	746	32
<input type="checkbox"/> Massage Therapy	46	12	820	43
<input type="checkbox"/> Surgical Technology	61	15	1340	57
<input type="checkbox"/> CAD/Drafting Technology	48	12	1200	58
<input type="checkbox"/> Computer Networking & Security	48	12	1200	58
<input checked="" type="checkbox"/> Graphic Design & Animation	48	12	1200	58
<input type="checkbox"/> Computer Networking & Security (Evening)	80	20	1200	58
<input type="checkbox"/> Graphic Design & Animation (Evening)	80	20	1200	58

Other: (Describe) _____ Weeks _____ Semester Credit Hours _____

Registration Fee Charged: \$ 50 Registration Fee Paid: \$ 50 Initial Tuition Payment Made: \$

PROGRAM CHARGES BY ENROLLMENT PERIOD				
	1 st Academic Year	2 nd Academic Year	Period Remaining	Total
Tuition & Fees	\$ 11,243	\$ 6,566	\$	\$ 17,809
Books, supplies and uniforms	\$ 601	\$	\$	\$ 601
Exam Fees	\$	\$	\$	\$
TOTAL COSTS	\$ 11,844	\$ 6,566	\$	\$ 18,410
			Tuition Deposit -	()
			TOTAL DUE	\$ 18,410

The remaining tuition due is to be paid either by cash, grants, loans or a combination thereof. In certain situations Anthem Institute, (hereafter referred to as the "School") enters into installment payment plans with the applicant (hereafter referred to as the "Student"). In these cases a separate retail-installment contract is entered into which is in addition to this Agreement and is incorporated by reference into this Agreement.

The program starting date is 2/19/10 (Month) (Day) (Year) Anticipated completion date 1/19/11 (Month) (Day) (Year)

Anthem Institute offers four Allied Health sessions and three Technical sessions throughout the day. Students are assigned exact sessions during registration at the School's discretion.

CLASS HOURS ARE MONDAY - FRIDAY: Allied Health Programs: I. 7:15 - 10:45am II. 11:15am - 2:45pm III. 3:15pm - 6:45pm IV. 7:15pm - 10:45pm Technical Programs: (Morning: 7:00am - 12:00pm) Afternoon: 12:30pm - 5:30pm Evening: 6:00pm - 11:00pm Evening Technical (CNS/GDA) Programs: 6:00pm - 11:00 pm (Monday, Wednesday, and Thursday)

Funding Agency: (if applicable) _____ (Name of Counselor) (Name of Agency) (Phone of Agency)

Address _____ City _____ State _____ Zip _____

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT AND A COPY OF THE SCHOOL CATALOG, AND FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS APPLICATION. THE PARENT COMPANY OF ANTHEM INSTITUTE (TCI EDUCATION, INC., 2250 W. PEORIA AVE., SUITE 200, PHOENIX, AZ 85029) HAS THE RIGHT TO CONTACT THE UNDERSIGNED PURCHASER IN REGARDS TO FINANCIAL AID, ACADEMICS, STUDENT SERVICES, ACCOUNTING OR COLLECTIONS.

2AEG-HELP-05-0000700

Tuition Deposit - ()

TOTAL DUE \$ 2000

The remaining tuition due is to be paid either by cash, grants, loans or a combination thereof. In certain situations Anthem Institute, (hereafter referred to as the "School") enters into installment payment plans with the applicant (hereafter referred to as the "Student"). In these cases a separate retail installment contract is entered into which is in addition to this Agreement and is incorporated by reference into this Agreement.

The program starting date is 11/09/05 (Month) (Day) (Year) Anticipated completion date 1/29/06 (Month) (Day) (Year)

Anthem Institute offers four Allied Health sessions and three Technical sessions throughout the day. Students are assigned exact sessions during registration at the School's discretion.

CLASS HOURS ARE MONDAY - FRIDAY:

Allied Health Programs: I. 7:15 - 10:45am II. 11:15am - 2:45pm III. 3:15pm - 6:45pm IV. 7:15pm - 10:45pm

Technical Programs: Morning: 7:00am - 12:00pm Afternoon: 12:30pm - 5:30pm Evening: 6:00pm - 11:00pm

Evening Technical (CNS/GDA) Programs: 6:00pm - 11:00 pm (Monday, Wednesday, and Thursday)

Funding Agency: (if applicable) _____ (Name of Counselor) (Name of Agency) (Phone of Agency)

Address _____ City _____ State _____ Zip _____

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT AND A COPY OF THE SCHOOL CATALOG, AND FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS APPLICATION. THE PARENT COMPANY OF ANTHEM INSTITUTE (TCI EDUCATION, INC., 2250 W. PEORIA AVE., SUITE 200, PHOENIX, AZ 85029) HAS THE RIGHT TO CONTACT THE UNDERSIGNED PURCHASER IN REGARDS TO FINANCIAL AID, ACADEMICS, STUDENT SERVICES, ACCOUNTING OR COLLECTIONS.

Signed: _____ (Student) _____ (Date)

As the authorized representative of Anthem Institute, I interviewed the applicant and certify that in my judgment the applicant meets the requirements and standards of the School and I recommend his or her acceptance as a Student. I further state that I have made no verbal statements or promises which are contrary to the terms set forth in this application. Admission Representatives conducting door-to-door sales are compliant with FRedacted by HELP Committee

By: _____ (Date) Reg. 11/19/05

Signed: _____ (Parent, Guardian or Spouse) _____ (Date)

Signed: _____ (Parent or Guardian) _____ (Date)

Approved: _____ (Designated School Official) _____ (Date)

The following to be completed by a School Official: Redacted by HELP Committee

Received by _____ Date 11/19/05

Reg. Fee \$ 50 - Deposit \$ _____ Cash Check Credit Card Money Order Receipt #: _____

White - School Yellow - Futures/FA Pink - Completed Student Copy Gold - Student Copy Additional Information on Reverse Side (pg. 1 of 2) 72-ADM1000-08/98

2AEG-HELP-05-00000701

BACK

IMPORTANT INFORMATION

This Agreement will be considered for approval when entrance requirements for the desired program, as stated in the School catalog, have been satisfied. There is a full refund of all monies paid if the School rejects the applicant.

Upon approval by the School, this Agreement becomes the legal contract between the School and the Student. Upon completion of registration and written acceptance by the School of this Student, the School agrees to provide its full facilities for complete training in accordance with the program of study in its catalog.

The Student is permitted to transfer his scheduled class starting date one time. The Student's ability to transfer will be determined by class availability. In no event will a transfer be permitted beyond one year from the original starting date. If this Agreement must be cancelled due to the Student's inability to transfer to another class and if such cancellation occurs after the five-business-day period, the School will retain the Registration Fee and any tuition deposit paid will be refunded. It should be expressly understood that the Registration Fee is not refundable except on cancellation occurring within five business days after the date of this Application. Either the Student or the sponsor must make cancellation in writing.

The Student supplies consumable supplies such as notebooks and pencils. An itemized list of book charges is available upon request. Students pay their own room and board. The School does not provide housing; however, each Student will receive guidance in locating housing.

The School does not guarantee employment for Students, either while in School or after graduation; however, each Student is entitled to full use of the School's consultation service and may utilize the service of the Graduate Placement Department during and after graduation at no additional charge.

The Student agrees to abide by School regulations during attendance and understands that excessive absences, failing grades, unsatisfactory conduct or failure to make payments as agreed may result in disciplinary action and/or possible dismissal or suspension from the School.

This Agreement serves as authorization for the School to obtain credit information as necessary.

A request for an approved Leave of Absence must be submitted in writing to the designated School official. An approved Leave of Absence may not exceed 180 days. A Student on a Leave of Absence is considered by the School as enrolled and in good standing. No charges or fees are assessed during an authorized Leave of Absence. The cumulative days for all Leave of Absences must not exceed 180 days in a twelve-month period. To be eligible for graduation the Student must have satisfactorily completed all academic, financial, and other obligations to the School.

The respective diploma is issued once all obligations have been successfully met. I agree to authorize the sale, discount or transfer of this Agreement and/or Retail Installment Contract, if applicable, and that the refund policy will continue to apply to me.

Governing Law. The laws of the State of New Jersey shall govern this Agreement. Should the School institute proceedings for monies due from the Student for services provided, the Student shall pay all costs, including reasonable attorney fees, court costs and collection fees, incurred by the School.

REFUND POLICY

In the event a student does not enter a program for which he has enrolled, withdraws after beginning classes, or is dismissed from the School prior to completion of the program, a refund of monies paid (applied to the student's tuition account) is made to the student in accordance with this refund policy.

CANCELLATION PRIOR TO COMMENCEMENT OF CLASSES:

- 1) If the School does not accept the applicant, or cancels the Agreement, all funds paid, including the Registration fee will be fully refunded.
- 2) If cancellation is requested in writing by the Student (or parent/guardian, if Student is a minor), prior to midnight of the fifth business day (excluding Saturdays, Sundays, and business holidays), after signing the Application; all funds paid, including the Registration Fee will be refunded.
- 3) If such cancellation occurs after the five-business day period but before the commencement of classes, the School will retain an amount not to exceed \$150, and any tuition deposits paid will be refunded.
- 4) Students who have not visited the School prior to Agreement will have the opportunity to withdraw without penalty and have all monies refunded within five days following a tour of the School facilities which would occur on or before the first day of class.
- 5) Any monies paid by the applicant are refunded to the applicant in the event the School discontinues a program of training prior to the Student starting their first course.
- 6) Any monies due the applicant shall be refunded within 30 days from cancellation or failure to appear on or before the first-day-of-class.

Termination or Withdrawal after Commencement of Classes:

A student may withdraw in person or in writing. Students who discontinue training for any reason are required to have an exit interview with Student Services and Financial Aid.

New Jersey State Refund Policy:

For full-time attendance, the school will refund the following:

% of the Academic Year Attended	% of Tuition Charged for the Academic Year (owed by the Student) Retained by School	% of Tuition Refunded by School
During first week	10%	90%
During second and third weeks	20%	80%
After third week and up through 25%	45%	55%
After 25% through 50%	70%	30%
After 50%	100%	0%

FEDERAL RETURN OF TITLE IV FUNDS POLICY - TITLE IV STUDENTS ONLY

Students who withdraw from or are terminated by the School prior to completing more than 60% of an enrollment period will have their eligibility for Title IV aid re-calculated based on the percent of the enrollment period completed. For example, a student who withdraws completing 30% of the enrollment period will have "earned" only 30% of any Title IV Aid received for that enrollment period. The School and/or the Student must return the remaining 70% to the proper aid programs.

The policy shall apply to all students who withdraw, drop out, or are terminated from the institution, and receive financial aid from Title IV Funds. The term "Title IV Funds" include: Federal Pell Grant, FSEOG Grant and FFEL Loan Programs.

Title IV Aid is earned in a pro-rated manner on a per diem basis up to and including the 60% point of the enrollment period. Title IV Aid is viewed as 100% earned after this point.

The portion of Title IV Aid earned will be calculated as follows:

$$\frac{\text{Number of calendar days completed in the enrollment period}}{\text{Total calendar days in the enrollment period}} = \text{percentage of enrollment period completed}$$