

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

April, 08, 2008

Redacted by HELP Committee

Ms. \_\_\_\_\_ :  
High Tech Institute  
Western Regional President

My name is \_\_\_\_\_ and I am a student in the Criminal Justice Program at High Tech Institute at the Las Vegas campus.

Redacted by HELP Committee

Mr. \_\_\_\_\_, a High Tech recruiter, informed me High Tech was a higher learning institute with a criminal justice program and the school was in good standing with the Accrediting Commission of Career Schools and Colleges of Technology (ACCSCCT). After his visits and meetings with myself and my parents I made the decision to enroll.

I enrolled at High Tech on September 04, 2007 with the promises of an Associate Degree with transferable credits, hands on learning, dependable and qualified instructors, diversity in classroom learning with other students, job placement, job guarantee, internship and even refresher courses to assist me in the future.

As of to date, I have been highly disappointed with High Tech and my academic environment due to broken promises and unfulfilled needs and expectations. I am the only student in my class and of course I appreciate the one on one learning but this is quite ridiculous.

As of today's date, April 08, 2008, I have paid in full my first year of tuition through financial aid and parent's plus loans and my projected graduation date is March 2009.

Upon signing my contract I was not made aware or informed of the academic status of the school probation with ACCSCCT until approximately the middle of October, 2007 after a faculty/student meeting which was well after my successful recruitment.

After further investigation on my own, I was shocked to learn that High Tech has been on probation since January 16, 2007 and public notice was published via the ACCSCCT website. I have been told I would know the status of the decision December, 2007, January, 2008 and then March 2008 and as of today I am still not aware of the status decision.

I have been a faithful student allowing High Tech to remedy this issue but I have finally realized and accepted that High Tech Institution has not even given the respect to myself or the other students enrolled in the Criminal Justice Program which now has only a total of ten (10) students and inform them the seriousness of this problem and how it affects their degree or even graduation if possible.

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I believe High Tech Institute should both reimburse monies and release me from any legal financial obligations so I may restart my academic learning to reach my academic and professional goals.

I am looking forward to receiving your response by phone, email or U.S. mail. Response from you is essential because time is of the essence. My first year as a student with High Tech will be completed May 1, 2008 and registration for other colleges that I am considering is near.

My correspondence information is as follows:  
Redacted by HELP Committee

Las Vegas, NV. Redacted by HELP C

Sincerely,

Redacted by HELP Committee

**cc:**  
Redacted by HELP Committee

**High Tech Institute**  
**Campus President/ Las Vegas, Nevada**

Redacted by HELP Committee

**High Tech Institute**  
**Director of Education/ Las Vegas, Nevada**

Redacted by HELP Committee

**ACCST Executive Director**

Redacted by HELP Committee

**Commission on Post Secondary Education**  
**Nevada Department of Education**

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www.hightechinstitute.edu

2320 S. Rancho Drive  
Las Vegas, NV 89102  
P: 702.385.6700  
F: 702.388.4463

June 12, 2008

Electronic Mail and US Mail  
**CONFIDENTIAL**

Redacted by HELP Committee

Senior Institutional Development Analyst  
Accrediting Commission of Career Schools and Colleges of Technology (ACCSCT)  
2101 Wilson Boulevard, Suite 302  
Arlington, VA 22201

This is a response from High-Tech Institute (HTI) – Las Vegas, School #B070605, to a complaint filed with ACCSCT by <sup>Redacted by HELP Committee</sup>, a former Criminal Justice Program student at our school and forwarded to me through your office.

**Allegation(s)/Complaint**

**Section IV(A)(7)(9) Substantive Standards, Standards of Accreditation**

The complainant alleges that he was misled regarding the accredited status of High Tech and about the training he would receive at the school at the time of his enrollment. Specifically, he states he was promised an associate degree, transferable credits, dependable and qualified instructors, diversity in classroom learning with other students, job placement, job guarantee, internship, and refresher courses to assist him in the future. The complainant alleges that he has been disappointed due to unfulfilled promises and expectations. Accrediting standards state that a school shall ensure that its recruiters do not make false or misleading statements about the school, its personnel, its training, its services, or its accredited status. Accrediting standards also state that a school may not make explicit or implicit promises of employment to prospective students. Accordingly, the school must provide:

1. A narrative response to the allegations; and
2. A description of the policies and procedures in place to ensure that recruiters do not make false or misleading statements to prospective students.

**Response #1a.**

“...he states he was promised an associate degree, transferable credits...”

On or about May 16, 2007, Mr. <sup>Redacted by HELP Committee</sup> Field Admissions Representative, enrolled Mr. <sup>Redacted by HELP Committee</sup> in the High-Tech Institute – Las Vegas, Criminal Justice Associate Degree Program. At that time, this program was only offered as a degree program at HTI.

A review of <sup>Redacted by HELP Committee</sup> Academic File containing his enrollment documents reveals he initialed and acknowledged receipt of a campus catalog which contained the description of the Criminal Justice program, the program courses and their descriptions, and a section outlining the limited transferability of credits from HTI to another institution. The following selection is taken from page 6 of the school catalog published on May 5, 2007:

High-Tech Institute • Allied College • Anthem College • The Bryman School • Cambridge College • The Chubb Institute\*

Atlanta • Cherry Hill • Dallas • Denver • Jersey City • Kansas City • Las Vegas • Memphis • Milwaukee • Minneapolis • Nashville  
North Brunswick • New York • Orlando • Parsippany • Phoenix • Portland • Sacramento • Springfield • St. Louis • World Wide Web

\*Not affiliated with the Grubbs Group of insurance companies

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**“TRANSFER OF CREDIT TO OTHER INSTITUTIONS**  
Decisions concerning the acceptance of credits by any other institution are made at the sole discretion of the receiving institution. As such, credits earned at High-Tech Institute may not be universally transferable to another academic institution. No representation is made whatsoever concerning the transferability of any credits earned to any other institution. Students considering continuing their education at, or transferring to, other institutions must not assume that credits earned at High-Tech Institute will be universally accepted by the receiving institution. Students must contact the Registrar or designated official of the receiving institution to determine what credits, if any, that institution will accept.”

On the Student’s List of Understandings form, Mr. <sup>Redacted by HELP Committee</sup> indicated by his initials in item 3 that he understood his credits “...are not automatically transferable to any other institution...” Furthermore, by his signature on the Application for Enrollment and Enrollment Agreement, he acknowledged that “...no verbal statements have been made contrary to what is contained in this application.”

The following exhibits are provided in support of Response #1a:

- Exhibit 1.0a – Application for Enrollment and Enrollment Agreement
- Exhibit 1.1a – School Catalog, Page 6
- Exhibit 1.2a – Student’s List of Understandings

**Response #1b.**

“...was promised...dependable and qualified instructors...”

When <sup>Redacted by HELP Committee</sup> started in his Criminal Justice Program studies, Mr. <sup>Redacted by HELP Committee</sup> was the Criminal Justice instructor. The program was only being offered in two sessions, the session <sup>Redacted by HELP Committee</sup> was attending from 7:15 am to 10:45 am and the second session which runs 11:15 am to 2:45 pm. <sup>Redacted</sup> instructed both sessions.

Mr. <sup>Redacted by HELP Co</sup> was hired under our stringent faculty hiring guidelines and he was more than adequately qualified to instruct the program. Mr. <sup>Redacted by HELP Co</sup>’s Faculty Personnel Report is included as an exhibit to this response. Mr. <sup>Redacted by HELP Comm</sup> was extremely dependable in meeting his instructional obligations and was favorably received by his students.

Mr. <sup>Redacted by HELP C</sup> was hired, on short notice, by a government contractor for an overseas security position and he left our school on January 25, 2008. Following <sup>Redacted</sup> departure, Mr. <sup>Redacted by HELP Committee</sup> a Criminal Justice Program Manager from Anthem College, arrived on January 27, 2008 and began instructing the Criminal Justice students.

Mr. <sup>Redacted by HELP Committ</sup> was followed by Mr. <sup>Redacted by HELP Committee</sup>, a Criminal Justice adjunct instructor from our Anthem Ground campus. He was subsequently followed by Mr. <sup>Redacted by HELP Committee</sup>, the Criminal Justice Corporate Program Manager, who also instructed the students and assisted in the hiring of Ms. <sup>Redacted by HELP Committee</sup> as the new Criminal Justice instructor on February 25, 2008.

I believe our quick response to immediately bringing in replacement faculty from other HTI schools to overcome the short notice departure of Mr. <sup>Redacted by HELP Com</sup> demonstrates our commitment to providing qualified faculty to our students, thus enabling them to continue in their program.

The following exhibits are provided in support of Response #1b:

- Exhibit 1.0b – Mr. <sup>Redacted by HELP Comm</sup> Staff Personnel Report
- Exhibit 1.1b – Mr. <sup>Redacted by HELP Comm</sup> 's Staff Personnel Report
- Exhibit 1.2b – Mr. <sup>Redacted by HELP Comm</sup> 's Faculty Personnel Report
- Exhibit 1.3b – Mr. <sup>Redacted by HELP Co</sup> Staff Personnel Report
- Exhibit 1.4b – Ms <sup>Redacted by HELP Co</sup> s Faculty Personnel Report

**Response #1c.**

“... was promised... diversity in classroom learning with other students, job placement, job guarantee, internship, and refresher courses to assist him in the future.”

The HTI mission statement on page 3 of school catalog outlines our commitment to our education mission:

**| OUR MISSION |**

The mission of High-Tech Institute is to provide quality postsecondary education focused on career success in the fields of Allied Health Care, Criminology and Technology and to provide a learning environment that inspires all students to realize their full potential.

**TO FULFILL THIS MISSION, HIGH-TECH INSTITUTE HAS ESTABLISHED THE FOLLOWING:**

- :: To provide students with the skills and knowledge to qualify or requalify for employment in their field of study.
- :: To provide “first-class” student services that contribute to student success and achievement.
- :: To provide qualified faculty to ensure that appropriate and applicable curriculum material and training are delivered to students.
- :: To provide an educational environment that respects and accommodates a diversity of individual backgrounds, abilities, interests, and opinions.
- :: To respond to the changing needs of the medical and business communities we serve.
- :: To provide placement assistance to facilitate students' successful transition into their careers.
- :: To encourage students to envision education as a life-long learning process.
- :: To exercise honesty, integrity, and the highest ethics in every facet of the School's operation.”

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Redacted by HELP Committee  
Mr. [Redacted] was provided with an educational environment that respects and accommodates a diversity of individual backgrounds, abilities, interests, and opinions. Unfortunately, following the announcement of ACCSCT's decision to revoke HTI's degree granting authority, many of the students elected to leave their Criminal Justice and allied health programs, feeling the completion of their degree may be in jeopardy and they may not be able to complete their programs of study. As of the end of September 2007, there were 39 students in the Criminal Justice Associate of Science Program. Following the October 2007 ACCSCT announcement, by the end of December 2007 there were 27 students still in the program. Of the 39 students in the program in September 2007, only 13 were graduates by the end of May 2008. The program currently only has 8 students still remaining with 1 student on Session I and 7 students on Session II. Due to student employment issues, the students cannot be combined into one class.

As evidenced by a note in CAMPUS ACTIVITIES (our electronic student database) from Redacted Student Services Advisor, it appears Redacted had considered self-terminating from the Criminal Justice program on November 14, 2007. Redacted note states:

"[ed: Status Change] 4868-Completed for termination due to degree conversion QW"

Redacted by HELP Commi  
Apparently, Mr. [Redacted] felt it was worthwhile to continue in his program because his self-termination was voided and he continued in the Criminal Justice Program for 5 more months, until May 16, 2008, when there is another termination action noted in CAMPUS ACTIVITIES by Redacted [Redacted]

"[ed: Status Change] 5334-Completed for official termination to further education at a 4 year college QWs"

This self-termination action by Mr. Redacted by HELP Committee is even more compelling when you read the CAMPUS ACTIVITIES entry made by the Campus President on May 15, 2008, following the ACCSCT announcement that HTI would be able to graduate all of their degree students. I wrote the following note in his file:

Redacted by HE  
"After finding out Redacted had not been in CJ class all week, I called him at 702-557-4274 to inform him of the ACCSCT decision to allow all degree students to graduate. Upon contacting him by phone, he stated he told Student Services that he would be in California. A review of CAMPUS reveals he inquired about an LOA to care for his ill grandmother. I have had conversations with Redacted by HE on at least 4 occasions over the past 4 months about the ACCSCT degree decision delay. He has been anxious to hear the outcome of ACCSCT's decision and he has been reluctant to do his second AY [ed: Academic Year] loan paperwork, since in his mind the future of the degree program was uncertain. He has stated his education was extremely important to him and he felt, due to the uncertainty of the degree outcome, HTI was not for him. On 4/9/2008, I sent an email to Redacted and others with a letter from Redacted by HE attached to it demanding a full refund of his tuition since he did not know if he would be able to complete the CJ degree program. His demand

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letter was denied, since we were still able to continue graduating degree students while HTI challenged the ACCSCT decision of 10/2007. Today, I reminded him of the importance of his completing his education and I said missing school was not going to benefit his completion. I said I would be happy to see him when he returns to school. wtdh.”

I learned of <sup>Redacted by HELP Committee</sup> 's self-termination from <sup>Redacted by HELP Committee</sup>, Student Services Advisor, after he had departed the school, following a visit with Financial Aid.

As for the issues of “...job placement, job guarantee, internship, and refresher courses to assist him in the future.” Once again, <sup>Redacted by HELP Committee</sup> was provided with a school catalog that clearly states the school's position on Graduate Placement Assistance and refresher training as outlined in the Quality Commitment Program, both on page 17 of the school's catalog.

#### GRADUATE PLACEMENT ASSISTANCE

Graduates are advised regarding opportunities for job interviews. While no ethical School can guarantee employment, High-Tech Institute makes a sincere effort toward the successful placement of all of its graduates. The School believes that assisting graduating students in obtaining employment is one of its most important responsibilities. Each student participates in instruction regarding proper interview techniques, preparation of resumé, and letters of introduction prior to being given directions on how to conduct a job search. Student referrals for job placement result from direct contact between the School's Graduate Placement Department and prospective employers. Student placement and placement rates are based on multiple outcomes. The programs are not represented to lead to any particular outcome, including the program title. Following graduation or at any other time thereafter, graduates may take advantage of the School's Placement Assistance Program at no charge. The School makes a reasonable effort to satisfy the wishes of a graduate as to location and type of employment. The more flexible a graduate can be regarding initial employment, the easier it is for the School to assist in placement. Failure on the student's part to follow placement procedures may result in discontinuation of placement services.

#### QUALITY COMMITMENT PROGRAM

If there is an area of study in which the Graduate feels that he needs some retraining or updating, High-Tech Institute will retrain him at no cost. This is an offer which can be utilized as many times as necessary. If the Graduate should have any technical questions while on the job, he

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may call the School and request to speak to the Director of Education, who in turn will have the call returned by the appropriate expert in that area. Employers may also utilize the Technical Support Service of the School.

Furthermore, <sup>Redacted by HELP Committee</sup> <sup>Redacted by HELP Committee</sup> initialed and signed a variety of documents during his enrollment with Mr. <sup>Redacted by HELP Committee</sup> Field Admissions Representative, indicating he received a copy of the school catalog, was informed of our placement assistance and the availability of refresher training when needed.

On the Student's List of Understandings form, Mr. <sup>Redacted by HELP Committee</sup> indicated by his initials in items 7 and 8 that "...employment is not guaranteed..."; and that only allied health students were required to complete an externship. Mr. <sup>Redacted by HELP Committee</sup> also signed a document entitled A Message From the Campus President, which explains the school's role in assisting graduates to obtain employment and it further states employment is not guaranteed. Furthermore, by his signature on the Application for Enrollment and Enrollment Agreement, he acknowledged that "...no verbal statements have been made contrary to what is contained in this application."

Mr. <sup>Redacted by HELP Committee</sup> denies stating or implying that every graduate is guaranteed employment. In addition, in the case of Criminal Justice, there is no internship or externship listed in any of the catalog or miscellaneous documents at the time of enrollment and Mr. <sup>Redacted by HELP Committee</sup> denies making statements that would cause someone to believe there was such an offering.

The following exhibits are provided in support of Response #1c:

- Exhibit 1.0c – School Catalog, Page 3
- Exhibit 1.1c – School Catalog, Page 17
- Exhibit 1.2c – Signed Student List of Understandings
- Exhibit 1.3c – A Message From the Campus President
- Exhibit 1.4c – Application for Enrollment and Enrollment Agreement

**Response #2a.**

"A description of the policies and procedures in place to ensure that recruiters do not make false or misleading statements to prospective students."

All new Admissions Representatives must spend eight days receiving comprehensive training from the Director of Admissions. During these first eight days of employment, eight hours per day of categorized training including phone etiquette, interviewing policy and procedure, program knowledge, introduction to School operations and the individual departments, ethical practices, customer service, proper enrollment documentation and disclosure of programs, program length, tuition, attendance and other student expectations. Training also includes shadowing of senior Admissions Representatives and close monitoring by the Director of Admissions. During initial prospective student interviews, the Director of Admissions or a senior representative will be present. Continual training is accomplished through a weekly department meeting and a weekly one on one meeting with the Director of Admissions. To ensure that the School is always using ethical practice, all enrollment paperwork must be signed by the Director of Admissions and the Campus President.

In addition, the Director of Admissions closely monitors the work ethics and performance of the representatives through second interviewing of all prospective students, listening to taped

phone calls of the admissions representatives, and sitting in on representatives' interviews periodically. All of this is designed to ensure that prospective students are receiving accurate information and clearly understand the program's expectations.

Although we feel very confident in our training and monitoring program, we also require all students to sign the Student List of Understandings. All of the information in this document is included on either the enrollment agreement or in the catalog that all students receive, however, we took extra measures to call the student's attention to key items such as transferability of credits, graduate placement services, etc. The student must initial next to each item as well as sign the bottom of the form.

Respectfully submitted,

Redacted by HELP Committee.

Campus President

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Catalog (Initial)  
T-Shirt (Initial)



C

#1

A Branch of the Bryman School, Phoenix, Arizona  
2320 S. Rancho Drive, Las Vegas, Nevada 89102  
(702) 385-6700 • (888) 385-6700

Source

APPLICATION FOR ENROLLMENT AND ENROLLMENT AGREEMENT

PLEASE PRINT OR TYPE

Social Security # Redacted by HELP Committee

Applicant (Legal Name) Redacted by HELP Committee

Address Redacted by HELP Committee

Enrolling for: (check one)

	Weeks	Months (Approx.)	Clock Hours	Semester Credit Hours
<b>DIPLOMA:</b>				
<input type="checkbox"/> Medical Assistant	35	9	746	32
<input type="checkbox"/> Surgical Technologist	56	14	1160	54
<input type="checkbox"/> Massage Therapy	46	12	820	44
<input type="checkbox"/> Dental Assistant	36	9	720	33
<input type="checkbox"/> Pharmacy Technician	38	9	800	37
<input type="checkbox"/> Medical Billing & Coding	36	9	720	30
<b>ASSOCIATE OF SCIENCE DEGREE:</b>				
<input type="checkbox"/> Medical Assistant	63	16	1236	63
<input type="checkbox"/> Surgical Technologist	72	18	1440	73
<input type="checkbox"/> Massage Therapy	74	19	1310	75
<input type="checkbox"/> Dental Assistant	64	16	1210	65
<input type="checkbox"/> Pharmacy Technician	66	16	1290	68
<input type="checkbox"/> Medical Billing & Coding	64	16	1210	61
<input checked="" type="checkbox"/> Criminal Justice	72	18	1260	74

Other: (Describe) \_\_\_\_\_ Weeks \_\_\_\_\_ Semester Credit Hours \_\_\_\_\_

Registration Fee Charged: \$ 50 Registration Fee Paid: \$ 50 Initial Tuition Payment Made: \$ 0

Tuition & Fees	PROGRAM CHARGES BY ENROLLMENT PERIOD			Total
	1 <sup>st</sup> Academic Year	2 <sup>nd</sup> Academic Year	Period Remaining	
Tuition & Fees	\$ 11,292 +	11,292 +	2,800	= \$ 25,406
Books, supplies and uniforms	\$ 1,544 +	— +	—	= \$ 1,544
Exam Fees	\$ — +	— +	—	= \$ —
<b>TOTAL COSTS</b>	\$ 13,136 +	11,292 +	2,800	= \$ 27,250
			Tuition Deposit -	(0)
			<b>TOTAL DUE</b>	\$ 27,250

The remaining tuition due is to be paid either by cash, grants, loans or a combination thereof. In certain situations High-Tech 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.

The program starting date is 8-20-07 (Month) 20 (Day) 07 (Year) Anticipated completion date 2-27-09 (Month) 27 (Day) 09 (Year)

High-Tech Institute offers four sessions throughout the day. Students are assigned exact sessions during registration at the School's discretion.

**CLASS HOURS ARE MONDAY - FRIDAY:**  
 I. 7:15 a.m. - 10:45 a.m. II. 11:15 a.m. - 2:45 p.m. III. 3:15 p.m. - 6:45 p.m. IV. 7:15 p.m. - 10:45 p.m.

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 STATEMENT MADE CONTRARY TO WHAT IS CONTAINED IN THIS APPLICATION.

Signed: \_\_\_\_\_ (Date) 5/16/07 Signed: \_\_\_\_\_ (Parent, Guardian or Spouse) \_\_\_\_\_ (Date)

As the authorized representative of High-Tech 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.

By: \_\_\_\_\_ (Date) 5/16/07

Signed: Antonio Benjamin (Parent or Guardian) \_\_\_\_\_ (Date) Approved: W. H. Hagg (Designated School Official) 5/29/07 (Date)

The following to be completed by a School Official:  
Received by: \_\_\_\_\_ Date 5/21/07  
Reg. Fee \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_  
 Cash  Check  Credit Card  Money Order  
Receipt #: 2167

Redacted by HELP Committee

### IMPORTANT INFORMATION

This Application 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, the Application becomes the legal contract between the School and the Student. 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 catalog. The School reserves the right to revise and update the program, to alter the location or commencement date, and to reorganize classes taught in order to provide maximum instruction benefit. Should this occur, there will be no additional cost to the Student.

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 by one year from the original starting date. If the Student's Application must be cancelled due to his inability to transfer to another class and if such cancellation occurs after the three-business 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 three business days after the date of this Application. Either the Student or 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. 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 School's Graduate Placement Department during and after graduation at no additional charge.

Students may repeat a course or a portion of a course with approval from the Campus President. There will be no charge for these additional weeks if the Student finishes their program graduates. If however, the Student should withdraw from the program for any reason, these weeks will be used in the calculation of the Student's financial obligation to the School based upon refund policy detailed below.

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 result in disciplinary action and/or possible dismissal or suspension from the School.

This application 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 Absence 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 or degree is issued once obligations have been successfully met.

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

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 the refund policy.

### REFUND POLICY

#### CANCELLATION PRIOR TO COMMENCEMENT OF CLASSES:

- (1) If the School does not accept the applicant, or cancels the Application, 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 third 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 three-business-day period but before the commencement of classes, the School will retain the Registration Fee, and any tuition deposits paid will be refunded.
- (4) Students who have not visited the School prior to Application will have the opportunity to withdraw without penalty and have all monies refunded within three days following a tour of 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 during a period of time within which a Student could have reasonably completed the program. This provision shall not apply in the event the School ceases operation.
- (6) Any monies due the applicant shall be refunded within 15 calendar 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.

#### NEVADA REFUND POLICY

The Nevada Refund Policy is used to determine the amount of tuition to be refunded to a student who withdraws or is terminated after the first day of class. Refunds are computed from the first day of entrance (commencement of training) to the last date of actual attendance.

(1) If a Student withdraws or is terminated by the School after the start of class, and before the completion of more than 60 percent of the enrollment period for which charged, the School shall refund to the Student a pro rata amount of the tuition.

$$\frac{\text{Number of Weeks Attended in the Academic Year}}{\text{Total Number of Weeks in the Academic Year}} = \text{Percentage of Academic Year Attended}$$

The resulting percentage will be multiplied by the tuition charged for the enrollment period to determine the amount retained by the School. The difference between the tuition charged for the enrollment period and the amount retained by the School will be the amount refunded to the student.

(2) If the Student withdraws upon completion of 61% or more of the enrollment period for which charged, the Student will be obligated for the tuition charged for the entire enrollment period and will not be entitled to any refund.

The following charges are excluded from the Nevada Refund Policy:

- 1) Documented costs of uniforms issued to the Student.
- 2) The cost of equipment that is unreturnable and/or equipment not returned within 20 days following withdrawal. Books and tools defaced in any way will not be accepted for return.
- 3) A \$100 administrative fee, not to exceed 5% of the total institutional charges, deducted from the total tuition, fees and other charges assessed the Student by the School.

#### 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 a payment period will have their eligibility for aid re-calculated based on the percent of the payment period completed. For example, a student who withdraws completing 30% of the payment period will have "earned" only 30% of any Title IV Aid received for that payment 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 High-Tech Institute, and receive financial aid from Title IV Funds. The term "Title IV Funds" include: Federal Pell Grant, FSEOG Grant, FFEL Loan Programs, and LEAP Program.

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

A. The percentage of Title IV Aid earned will be calculated as follows:

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

B. The percentage of Title IV Aid unearned (i.e. to be returned to the appropriate programs) is equal to 100% minus the percent earned.

C. The Student will owe the School any additional charged amount as unpaid institutional charges.

D. Institutional charges will be calculated using the Institutional Refund Policy stated above.

#### PAYMENT OF REFUNDS

If a refund is owed, the School shall pay the refund to the person or the entity who paid the tuition within 15 calendar days after the: (a) Date of cancellation by a Student of his enrollment; (b) Date of termination by the School of the enrollment of a Student; (c) Last day of authorized leave of absence if a Student fails to return after the period of authorized absence; or (d) Last day of attendance of a Student, whichever is applicable.

Refunds are distributed in the following order: 1) Unsubsidized Federal Stafford Loans; 2) Subsidized Federal Stafford Loans; 3) Federal Plus Loan; 4) Federal Pell Grant; 5) FSEOG Grant; 6) Other Title IV Aid; 7) Private sources of aid; 8) The Student or parent. The Student agrees that a refund of \$25 or less will not be applied to reduce the Student's loan debt or be refunded to the Student, but may be retained by the School. In case of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, the School shall make a settlement, which is reasonable and fair to both parties.

#### ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, no matter how pleaded or styled, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association at Las Vegas, Nevada, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction.

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

This agreement is not binding unless it is signed by both Student and School.

Additional Information on Reverse Side (pg. 2 of 2)

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| **ADMISSION POLICIES AND STANDARDS, CONTINUED** |

In order to complete the evaluation process, the student must supply the School with an official transcript from the institution where the course(s) were taken, and copies of the course description from the School's catalog. Other criteria include a grade of 2.0 or higher was earned and the course work must have been completed within the past seven years.

**PRIOR WORK EXPERIENCE CREDIT POLICY**

For credit to be given for prior work-related experience, students are required to complete a challenge test, and/or a practical examination of skills, and provide employer documentation. Scores of 70% or higher must be achieved on every test that is administered. These exams can be taken only once. This evaluation process will be completed within 30 days of application for credit.

Any and all credit must be granted prior to the start of the program. Once the student starts the program, challenges will not be accepted. There is no charge to the student for the evaluation or testing process.

Appeals for credit denials are referred to and reviewed by the Director of Education, whose decision is final.

**TRANSFERABILITY OF CREDIT FOR U.S. MILITARY VETERANS**

Every veteran who applies for educational benefits through High-Tech Institute must provide official copies of academic transcripts from all previously attended institutions for evaluation. Veterans must follow the guidelines for applying for transfer credit outlined in the Credit for Previous Education or Work Experience Section. Enrollment certification will not be completed and sent to the Veterans Administration until this step is accomplished. The VA has ruled that all prior education at the post-secondary level must be evaluated by the school and transfer credit granted for applicable courses. Not all programs are approved for Veterans Training.

**TRANSFER OF CREDIT TO OTHER INSTITUTIONS**

Credits earned at High-Tech Institute are not universally transferable. Decisions concerning the acceptance of credits by any other institution are made at the sole discretion of the receiving institution. No representation is made whatsoever concerning the transferability of any credits earned to any institution.

Students considering continuing their education at, or transferring to, other institutions must not assume that credits earned at High-Tech Institute will be universally 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. Students must contact the Registrar of the receiving institution to determine what credits, if any, that institution will accept.

**ENGLISH PROFICIENCY**

Each student enrolling in a Diploma or an Associate of Science Degree Program is required to demonstrate the ability to read and write in standard English. Evidence of such level of English proficiency may be established by transcripts of prior study from English speaking schools; scores on the School entrance exams, personal interviews and/or by special demonstrations orally or in writing. All classes are taught in English.

# HIGH-TECH INSTITUTE / LAS VEGAS STUDENT'S LIST OF UNDERSTANDINGS

Student Initials	Parent Initials (If applicable)	Understanding
JB	RB	I understand I must provide the School with documentation of a high school diploma or GED and all preliminary Financial Aid paperwork prior to starting school. Preliminary paperwork includes a completed Free Application for Federal Student Aid and for dependent Students the PLUS Loan Pre-approval Application.
JB	RB	I understand my eligibility for Federal and State Financial Aid is based on need. Need is determined by the Federal Government. I further understand that my credit history may also be used to determine eligibility for all loan programs. Eligibility and exact amounts of grants and loans cannot be determined until the complete package of financial aid paperwork is submitted to the financial aid office.
JB	RB	I understand that credits earned at High-Tech Institute are <u>not</u> automatically transferable to any other institution. Policies and decisions concerning the acceptance of credits by other institutions are varied and are at the sole discretion of the receiving institution. Students must contact the Registrar of the receiving institution to determine what credits, if any, that institution will accept.
JB	RB	I understand that if I cancel within three business days, or if High-Tech Institute does not accept me, I will receive a refund of my registration fee. If I am accepted by High-Tech Institute, and choose to cancel after three business days, I will not be refunded the registration fee. Students who have not visited the School prior to enrollment will have the opportunity to cancel without penalty within three days following either attendance at a regularly scheduled orientation or following a tour of the School, which would occur on, or before the first day of class. I further understand that any returned books must be brought back in good condition, (no writing, highlighting, bent pages, stains, etc.) or I will be charged full price for the books. High-Tech Institute expects its students to meet their financial obligations in a timely manner. Failure to do so could result in interruption of training.
JB	RB	I understand that High-Tech Institute will assist me in obtaining a part-time job. I further understand that High-Tech Institute cannot guarantee a part-time job and securing one is ultimately my responsibility.
JB	RB	I understand that High-Tech Institute offers job placement assistance for graduates upon graduation, but employment is not guaranteed.
JB	RB	I understand that an <u>unpaid/full-time</u> externship (with the exception of Massage Therapy) is required of all Allied Health Students in order to qualify for graduation. I understand that if fewer extern positions are available than the number of eligible extern Students, the School will utilize a system whereby Students will be placed on externship in the order in which course work is completed and as the next site becomes available. I understand that if I refuse to accept an externship site placement, I may be terminated. Also, due to the need to use all available externship resources, I may have to travel to sites throughout and outside of the greater Las Vegas metropolitan area. I understand that there are <u>no evening or part-time</u> extern sites available.
JB	RB	<b>Termination from Extern Site:</b> I understand that extern sites may terminate a Student for any justifiable reason. If a Student is terminated by an extern site, High-Tech Institute will place the Student at only one additional site. If for any reason the Student is terminated or terminates himself from this site, all placement efforts on the part of High-Tech Institute will cease and the Student will be dropped from the program.
JB	RB	<b>I understand that I must provide High-Tech Institute with proof that I have taken and passed a course of at least 3 semester credits in Nevada &amp; U.S. Constitution with a grade of "C" or higher.</b>
NA	NA	<b>Medical Assistant Students:</b> I understand that in order to acquire the skills required for graduation, it is necessary for me to give and receive injections, EKGs, and blood draws as part of my classroom training.
NA	NA	<b>Females Only: Dental Assistant and Massage Therapy Students:</b> I understand that should I become pregnant, I must provide written advice from my physician as to whether to continue training or to request a Leave of Absence.
NA	NA	<b>Massage Therapy Students:</b> I understand that I will be receiving, as well as giving massages, which entails touching by both males and females and that there may be partial nudity in order to practice massage techniques. Any inappropriate behavior by me may lead to my immediate suspension and/or termination. I also understand that Massage Therapy licensure varies widely from city to city and state-to-state; therefore, employment potential cannot be guaranteed in every city. I understand that it is my responsibility to find out if there are any additional requirements necessary to work in the city or state of my choice.
		I understand that any felony conviction can and does greatly hinder my chances of obtaining a NCBTMB Certification or State MT License anywhere in the United States.
		I must complete a minimum of 50 massage therapy treatments during the Supervised Clinic which is my last course.

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Redacted by HELP Committee

Applicant's Signature

[Signature]

Date 05/16/07

Parent's [Signature]

[Signature] Date

ORIGINAL - School

YELLOW - Futures

PINK - Student

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**STAFF PERSONNEL REPORT**

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**26 Pages Redacted by HELP Committee**