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Executive Director

STATE OF TENNESSEE  
HIGHER EDUCATION COMMISSION  
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Redacted by HELP Committee

PHIL BREDESEN  
Governor

[www.state.tn.us/thec](http://www.state.tn.us/thec)

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  
THEC  
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





REMINGTON ADMINISTRATIVE SERVICES, INC.

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.<sup>1/</sup>

**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 2003, the name of the campus was changed from “Education America – Southeast College of Technology – Memphis Campus” to “Remington

<sup>1/</sup> 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.



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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. Remington College’s Response to Complainant’s Allegations**

- 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



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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)<sup>2/</sup>.

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].

<sup>2/</sup> 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).



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*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 ACKNOWLEDGES 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<sup>3/</sup>. 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.

<sup>3/</sup> 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, ██████████ 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.

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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