

Better Business Bureau of Southern Colorado

COMPLAINT ACTIVITY REPORT Case # 37013225

Consumer Info:



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 grlevance 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	EMAILSend Acknowledgement to Consumer



REMINGTON ADMINISTRATIVE SERVICES, INC.

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.

^{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

██████████ 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 ██████████ 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. ██████████ 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.

^{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.

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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. ██████████ 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 “██████████ 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, ██████████, 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, ██████████ found that Complainant was unresponsive to her assistance. More specifically, when Complainant stopped attending class in early June of 2009, ██████████ attempted to convince Complainant to remain in school and finish the CJ Program. However, Complainant informed ██████████ 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, ██████████ encouraged and advised Complainant that she would be better served to finish the CJ Program. Ms. ██████████ 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, ██████████ personally advised Complainant that if she agreed to resume attendance of her classes, with the intent on finishing the CJ Program, then ██████████ 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

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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



REMINGTON ADMINISTRATIVE SERVICES, INC.

August 26, 2009

**VIA FACSIMILE TRANSMISSION
AND U.S. MAIL**

Redacted by HELP Committee

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.

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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. Clarification Regarding Remington College’s Timely Responses to The Better Business Bureau.

I wanted to confirm our conversation, and my prior communications with ██████████ 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.”

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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., ██████████ of this office spoke with ██████████ 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 ██████████ 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." ██████████ 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 ██████████, 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 ██████████ 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 ██████████ in which she stated "I do apologize for the confusion." ██████████ verified that Remington College's response had been timely received, but stated that she was "away from her desk" on August 13. Ms. ██████████ email of August 14 is attached as well.

On August 24, 2009, you contacted ██████████ 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 ██████████ 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.

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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 ██████████ 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 ██████████ 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 ██████████ on August 13, confirming the timeliness of the response, and do not reflect ██████████ 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

Complaint Details

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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	
Address	
Telephone, Fax	Primary: (904) 380-0010
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, "If we do not get all of your paperwork done by tomorrow, then you will have to pay monthly for school." I was very confused. I thought everything was handled. I asked, "Why is this just now being taken care of?" 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 didn'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]. I asked [REDACTED] why I was dropped. Ms. [REDACTED] stated that she just thought I was not coming back. I asked, "Why would you think that? You have no right to

Complaint Details

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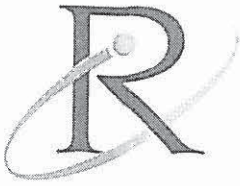
drop me what so ever. No authority at all. I am not supposed to be dropped unless I miss ten consecutive calendar days. [REDACTED] said, "No actually it is fourteen. I called one day and you said you could not talk at the moment. So, I just thought you were not coming back." I said, "I could not talk because I was at work." 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 Remington'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 the debt is on hold because of the BBB complaint. I asked to confirm, "So, I do not need to pay anything until this is all over?" He said, "Correct." 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 didn't know why Mr. [REDACTED] would tell me that and he would call back. Mr. [REDACTED] called back and told me the call is recorded and he has [REDACTED] next to him. Mr. [REDACTED] said, "I 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." 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:

<http://intranet/DPOSNET/ComplaintEdit.aspx?ID=990749>

10/13/2009



REMINGTON ADMINISTRATIVE SERVICES, INC.

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: 990749)

Dear Ms. Esquibel:

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

^{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 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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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.

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Following Complainant being dropped from the CJ Program, Campus President, ██████████, 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 ██████████ 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 ██████████ Mr. ██████████ taught a Criminology class that Complainant was enrolled in during April of 2009. Mr. ██████████ 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.

██████████, 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. ██████████, 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."

██████████ 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. ██████████ 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.

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██████████ 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, ██████████ 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 ██████████ 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, ██████████ 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. ██████████ was *not* implying that a student could not fail if he or she failed to participate and complete assignments.

Finally, ██████████ 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, ██████████ assigned certain readings to the students and assigned homework, which included handouts. For all of the reasons stated above, Complainant’s allegations regarding Mr. ██████████ 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, ██████████, 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 “██████████ 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,

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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, ██████████, 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, ██████████ found that Complainant was unresponsive to her assistance. More specifically, when Complainant stopped attending class in early June of 2009, ██████████ attempted to convince Complainant to remain in school and finish the CJ Program. However, Complainant informed ██████████ 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, ██████████ advised Complainant that she would be better served to finish the CJ Program. Additionally, it is important to note that ██████████ 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 ██████████ also verified Complainant’s voluntary withdrawal from the CJ Program. ██████████ 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 ██████████ 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.” ██████████ 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.

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Remington College employees continued their attempts to convince Complainant to complete the CJ Program even after she was dropped. More specifically, ██████████ personally advised Complainant that if she agreed to resume attendance of her classes, with the intent on finishing the CJ Program, then ██████████ 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.

Although in the BBB proceedings Complainant apparently denied this offer by ██████████ 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 ██████████ 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

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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 ██████████ 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 ██████████ and ██████████ Collections Manager, and that ██████████ 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.

██████████ and ██████████ 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

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

██████████
 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; ██████████ concerning Remington College - CS

Dear Parties:

A complaint was filed with the Division of Private Occupational Schools (“Division” or “DPOS”) by ██████████ (“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 4th 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 2nd 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 2nd 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 ██████████ 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)

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Remington College – Colorado Springs Campus/ [REDACTED]
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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

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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

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Remington College – Colorado Springs Campus/ [REDACTED]
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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.

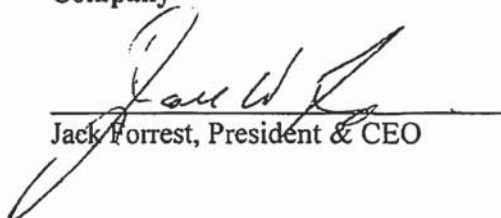
Student

[REDACTED]

SSN: [REDACTED]

DOB: [REDACTED]

Company



Jack Forrest, President & CEO