

CUSTOMER EXPERIENCE INFORMATION

The details of this matter are as follows:

Customer's Statement of the Problem:

I went to this school to get a education what I feel I got was taken for alot of money, they are saying Iowe them over 3 thousand dollars for only 3 weks of school,I didnt even complete one mod which is only, 2thosand, they said they would pro rate me I was first told it would be about 1,7500 when i got the bill, it was for 3,276.02.big difference. i withdrew from this school because i feel i was insulted by my teacher. i have to glasses to see. my eyesight i take very seriously. i almost lost my vision in my left eye due to a auto accident. so when your teacher in front of the class make fun of you not seeing the board he ls writing on, is very hurtfull, not to say unprofessional.i talk to my counselor she knew i was very upset.i that day could not bring myself to tell her. i did tell her at a later date.the teacher did call me, to say he was sorry if he offended me, a little to late. i dont know why anyone would want to go back to that classroom.i feel i couldnt. Icant see paying that kind of money to be insulted.im not a trouble maker i just feel what happened was wrong.I have talked to alot of teachers, they cant believe he would do that.i have also talk to the board of education in cleveland.they dont any power over that college, but they did say i have a very good complaint against that teacher and that schooli would like to know if anyone else feels they have been taken by this school in one way or the other.

Desired Settlement:

to have that bill lowered, and see that those schools are watched alittle more carefully



REMINGTON ADMINISTRATIVE SERVICES, INC.

November 24, 2009

Redacted by HELP Committee

VIA FACSIMILE TRANSMISSION
AND ORIGINAL VIA U.S. MAIL

Redacted by HELP Committee

Dispute Resolution Specialist
 Better Business Bureau, Inc.
 2800 Euclid Avenue, 4th Floor
 Cleveland, Ohio 44115-2408

Re: [REDACTED] v. *Remington College – BCL, Inc. d/b/a Remington College – Cleveland West Campus (Case Number: 8035467)*

Dear Ms. ^{Redacted by HELP Com}

Please be advised that I am in receipt of your fax to Remington College – BCL, Inc. d/b/a Remington College – Cleveland West Campus (hereinafter “Remington College”), enclosing the complaint filed by [REDACTED] (hereinafter “Complainant”).^{1/} I will be handling the response to this complaint, and I will be your point of contact for Remington College on this matter moving forward. This statement is submitted on behalf of Remington College for consideration in your review of the aforementioned complaint.^{2/}

Complainant, a former Remington College student, has filed this complaint regarding her enrollment and withdrawal from the Pharmacy Technician Program (“PT Program”). Complainant’s primary complaint is that Remington College allegedly retained an unfair amount of tuition following her withdrawal. She also alleges that she one of her instructors deliberately “insulted” her during class.

¹ Please note that although the complaint was transmitted to Remington College’s “Cleveland Campus,” located at 1445 Broadway Avenue in Cleveland, Ohio, the Complainant actually attended Remington College’s “Cleveland West Campus,” located at 26350 Brookpark Road in North Olmstead. Regardless, please direct all future communications regarding this matter directly to me at the address listed on this letterhead.

² Please note that this statement includes confidential information not to be disclosed without the approval of Remington College. In addition, this statement is based upon the investigation of the facts and information reviewed thus far. This statement is submitted for the purpose of aiding the Bureau in its investigation and efforts to conciliate this matter. This statement, while believed to be accurate, does not constitute an affidavit or a binding statement of Remington College’s legal position, nor is it intended to be used as evidence of any kind in any other administrative or court proceeding in connection with Complainant’s allegations. By submitting this statement, Remington College in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this complaint, Remington College does not waive, and hereby expressly preserves, any and all substantive and procedural defenses that may exist to the complaint and/or Complainant’s allegations.

500 International Parkway, Suite 200
 Heathrow, FL 32746

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Remington College adamantly denies Complainant's allegations. Remington College retained exactly the amount of tuition mandated by the official policy of the state of Ohio. Accordingly, the calculations regarding the amount of Complainant's refund after her withdrawal were made pursuant to a policy adopted by the state, rather than any Remington College policy. Moreover, as detailed below, written documentation demonstrates that the refund policy at issue was explained in detail to the Complainant prior to her enrollment, and she acknowledged her understanding of the policy. Furthermore, Remington College asserts that there is no basis for Complainant's allegations that one of her instructors deliberately insulted her.

A. Background Information

Remington College is a private, for-profit vocational college that provides practical, hands-on training to help prepare students for new careers in fields including Business Office Management, Criminal Justice, Dental Assisting, Medical Assisting, and Pharmacy Technician. Complainant's first date of attendance at Remington College was September 21, 2009. Prior to completing her first module of study, Complainant informed Remington College that she wished to voluntarily drop out of the PT Program. Accordingly, on October 14, 2009, at Complainant's own request, she was officially withdrawn. At the time, she had not attended class since October 8. Complainant received grades of "W" or "withdrawn" for the three classes she had enrolled in for the first module. Significantly, as discussed in greater detail in Section "B" below, Complainant was in her third week of class – or stated differently, her "third week of obligation" – at the time of her voluntary withdrawal.

B. Response to Complainant's Allegations

- 1. Remington retained exactly the appropriate amount of Complainant's tuition, pursuant to the official "Refund Policy" of the state of Ohio, following her voluntary withdrawal.*

Complainant's primary complaint is that Remington College allegedly retained an unfair amount of her tuition. She states "they are saying I owe them over 3 thousand dollars for only 3 weeks of school . . ." and states at the conclusion of her complaint that she would like to "have that bill lowered . . ."

The amount of Complainant's tuition retained by Remington College was not, however, an arbitrary amount. To the contrary, that amount was determined pursuant to a precise calculation specified not by Remington College, but by the state of Ohio. It is documented in writing that the state's refund policy, as well as the exact percentage of tuition that would be retained if Complainant dropped out during her third week, was explained to Complainant prior to her enrollment.

Specifically, on August 26, 2009, Complainant executed an "APPLICATION AND ENROLLMENT AGREEMENT," ("Enrollment Agreement"), a copy of which is attached

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hereto as “Exhibit A.” Included within the signed Enrollment Agreement is Complainant’s written acknowledgement of explanation and understanding of numerous policies. The Enrollment Agreement specifically includes Complainant’s written acknowledgement that she read the “TUITION REFUND POLICY AFTER THE STUDENT IS ACTIVATED AND SUBSEQUENT WITHDRAWAL,” as indicated by her initials on the bottom of page “3 of 12.”

Additionally, page “4 of 12” of the Enrollment Agreement specifically sets forth, under bold and underlined lettering, the “**Ohio State Refund Policy Table.**” That “policy table” specifically makes clear that if a student withdraws “[d]uring the third calendar week of the period of obligation,” then “*the student owes*” “75% of the period tuition cost plus fees.” See, “Page 4 of 12” of Exhibit “A” (*emphasis added*). At the bottom of “page 4 of 12,” Complainant placed her initials and the date directly below conspicuous, bold lettering that states the following:

“The Student hereby warrants that the Student has reviewed the “Exit Calculation and Tuition Refund Policies” section of this Agreement, and has had an opportunity to have the refund policy explained prior to executing the “Confirmation of Enrollment” section of this Agreement, and that the Student has no questions regarding these refund policies.”

Additionally, at “page 10 of 12” of the Enrollment Agreement, the following is stated, in bold, conspicuous language:

“The Student acknowledges by execution of the “Confirmation of Enrollment” section of this Agreement that the Student:

...

- 3) Had a reasonable opportunity to review this Agreement and the Campus Catalog;**
- 4) Read and understands this Agreement and the Campus Catalog;**
- 5) Reviewed this Agreement with the Campus Representative prior to the execution of this Confirmation of Enrollment;**

...

- 9) Had the refund policies set forth herein explained to the Student;**
- 10) Had a general understanding of the refund policies or has had the opportunity to ask questions about the refund policies to gain such understanding;**
- 11) Had an opportunity to ask any questions about this Agreement and the Catalog;**

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- 12) Has no further questions and that the Student, being an adult person, has a sufficient understanding of the terms of this Agreement and the Catalog. .
13) Was advised by¹ the Campus Representative not to execute this Agreement if the Student had any outstanding/unanswered questions about any of its provisions;⁴

(Emphasis via underlining and italics added).

On “page 11 of 12” of the Enrollment Agreement, Complainant signed and dated the document, demonstrating her acknowledgment of all these statements. See, “Exhibit A”.

When Complainant voluntarily withdrew from the PT program following completion of her third week of school, Remington College retained the exact percentage of tuition mandated by the state of Ohio’s official “Refund Policy.” Specifically, Complainant’s total tuition for her “first payment period,” or “the period tuition,” was \$5,646.81. See, “”Refund Calculation Spreadsheet,” attached hereto as “Exhibit B”. As referenced above, the state of Ohio’s “Refund Policy” explicitly states that a student will owe “75% of the period tuition plus fees” when he or she withdraws “[d]uring the third calendar week of the period of obligation.” The relevant “period tuition” is the first quarter of the PT program. Seventy-five percent of Complainant’s tuition for the “period tuition” is \$4,235.11 (seventy-five percent of \$5,656.81). The exact amount of Complainant’s tuition retained by Remington College, as demonstrated by the breakdown in “Exhibit B,” was the seventy-five percent of the period tuition, plus her “application fee” of fifty dollars, for a total of \$4,285.02^{3/}.

This amount of retained tuition was also the exact percentage of tuition that Remington College explained would be retained should Complainant drop out after her third week, prior to Complainant enrolling in the program. Moreover, the policy that determined that amount is not a Remington College policy, but a policy implemented by the state of Ohio. Accordingly, there is no basis for Complainant’s allegations that Remington College improperly retained an unfair amount of her tuition.

2. *There is no merit to Complainant’s contention that a Remington College instructor deliberately insulted her during class.*

Complainant’s other allegation is that the entire reason she withdrew from Remington College’s PT program is because she “feel[s] like I was insulted by my teacher.” She specifically claims that the “teacher” made fun of her poor vision “in front of the class.” Remington College asserts that this allegation is likewise without merit.

Although Complainant does not provide the name of the “teacher,” Remington College has determined that the instructor at issue is ██████████ According to the faculty and staff at

³ There is an additional minor adjustment to this total, in the Complainant’s favor, of nine cents. The adjustment rectifies an issue caused by automatic rounding of numbers within the system that tracks the tuition.

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Remington College, ██████████ is a well-respected instructor who is also well-liked by his students. He has taught since 2004, when Remington College first began its PT Program at the Cleveland West location.

██████████ denies that he made any statements that were intended to deliberately insult, offend, or embarrass Complainant. He also expresses shock and dismay that anything he said to Complainant would have “insulted” her, particularly to the extent that she would feel compelled to drop out of school altogether. As admitted in Complainant’s own complaint, once Mr. Mathis learned, to his surprise, that Complaint claimed he had “insulted” her, he made an effort to reach out to Complainant and discuss the situation. However, Complainant refused to speak with him.

██████████ states that he does remember a class period during which he made mention of Complainant’s eyeglasses. However, he adamantly contends that he did not in any way make fun of Complainant’s vision, or insult her. To the contrary, he explains that his comments regarding poor vision were at his own expense, and were meant to be self-deprecating.

Specifically, ██████████ was explaining some of the math calculations when he noticed that Complaint seemed focused on her paperwork, rather than on the calculations he was demonstrating on the board. He suggested that she should follow his work, instead of focusing so intently on her paperwork. It was then that he noticed the Complainant was using two different pairs of glasses – one to look at the board, and one to look at her own paperwork.

██████████ asked “oh, you have two pairs of glasses?” to which Complainant replied “yes.” ██████████ then stated “I was born cross-eyed and used to be blind as a bat.” He explains that he often “makes fun” of *himself* by using such self-deprecating humor as a way to “lighten the mood” in his classroom and make his students feel more at ease. He has made jokes in the past, at his own expense, about his “large feet,” his “large head,” and about his own poor vision.

According to ██████████, none of the students in the classroom laughed when he made the comments about *his own* poor vision. More significantly, the Complainant herself did not complain at the time about his self-deprecating comments, or react in any way. In fact, immediately after the very class session in question, Complainant approached ██████████ for guidance and advice. She told ██████████ that she was “stressed out” and “tired,” and expressed feeling overwhelmed by the math involved in the PT program. ██████████ tried to reassure Complainant, stating that “we can get through it.”

At this point, Complainant began crying. ██████████ again attempted to reassure her, telling her that if she would just relax and not get stressed out about the math aspect of PT, he could help her out. He even volunteered to make extra time outside of class to help her. ██████████ also reassured Complainant that things were not as bad as they seemed, and that she was doing better than she thought in his class. It was shortly after this conversation that Mr. ██████████ learned Complainant had dropped out of the PT program.

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Significantly, Complainant never complained to Mr. ██████████, or to any member of the Remington College administration or faculty, regarding the perceived “insults.” In fact, when Complainant informed her advisor, ██████████ that she was going to drop out, she initially stated that the reason was that she was frustrated and overwhelmed. Complainant told ██████████ that she could not handle juggling her job and school, and that she had no time to study.

It was not until a day later that Complainant called ██████████ back to change her story and claim that the reason she dropped was that she was supposedly insulted by ██████████. When ██████████ was advised of this, he was stunned. Although he did not believe he had done anything to insult Complainant, it bothered him that a student would even make such an assertion. He immediately called Complainant and left her a voice mail message offering to discuss the situation. He stated in the message that he did not know what she meant when she said he had “insulted her,” but that he wanted to “clear the air.” Complainant never returned his call.

Based on the foregoing, Remington College contends that the instructor at issue did not deliberately insult or offend Complainant. Moreover, Complainant did not report the alleged insult to faculty or the administration, or make any effort to resolve the perceived insult, or to have it addressed prior to dropping out of the PT program. When Complainant did drop out, she initially provided other reasons for her withdrawal that had nothing to do with ██████████. Even if Complainant did have some valid basis for feeling that she had been insulted, she refused to return ██████████’ call when he made it a point to reach out to her in an attempt to “clear the air.” Accordingly, Remington College adamantly denies that Complainant has a legitimate basis for claiming that her instructor deliberately insulted her, and also denies that the perceived “insult” was a legitimate reason for her dropping out of the PT program.

C. Conclusion

As set forth above, Remington College denies that there is any basis for Complainant’s allegations that the amount of her tuition retained was inappropriate, or that Complainant did not understand the basis for that calculation. Remington College likewise denies that Complainant’s instructor deliberately insulted her. Consequently, Remington College respectfully requests that this complaint be dismissed in its entirety.

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

Respectfully submitted,
 ██████████
 Redacted by HELP Committee

Associate General Counsel