

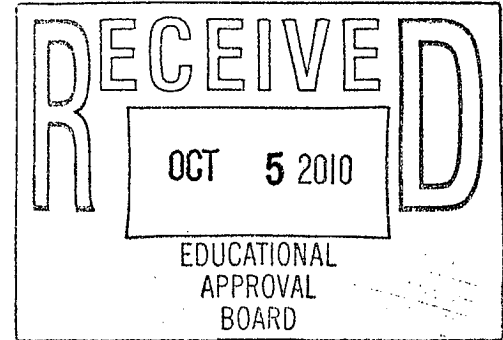


# WESTWOOD COLLEGE®

September 30, 2010

*VIA US AND ELECTRONIC MAIL*

David C. Dies, Executive Secretary  
State of Wisconsin / Educational Approval Board  
30 West Mifflin Street  
P.O. Box 8696  
Madison, Wisconsin 53708-8696  
[EABmail@eab.state.wi.us](mailto:EABmail@eab.state.wi.us)



Re: Westwood College Online

Dear Mr. Dies:

This is in response to your September 16, 2010 letter. As a preliminary matter, Westwood College Online (“WCO”) is prepared to immediately meet with you or another member of the Educational Approval Board (“EAB”) to discuss the issues raised in your September 16<sup>th</sup> letter. Based on the contents of your letter, it appears that the EAB has several misimpressions about WCO’s practices and about the applicability of Wisconsin law to WCO. WCO would like to clear-up these misimpressions, and an in-person meeting may be the best way to address these issues and work together towards a resolution.

In addition, you should be aware that, although WCO disagrees with the EAB’s assertion that it has jurisdiction over WCO, it has temporarily ceased enrolling Wisconsin students. This is purely a good-faith precautionary measure, and should not be interpreted as an admission of the EAB’s jurisdiction over WCO nor an admission of the allegations in the *Wisconsin State Journal* article attached to your letter.

Although I believe the issues raised in your letter may best be discussed in person, because you requested a response by September 30, WCO is providing you with this letter which briefly addresses the EAB’s concerns raised in your letter.

## *WCO*

WCO has very limited contact with Wisconsin residents. WCO does not own or maintain any property in Wisconsin; have a business, mailing, or post office box address in Wisconsin; have a telephone directory listing in Wisconsin; have any investments in Wisconsin; maintain any banking accounts in Wisconsin; nor has it knowingly caused any tortious activity in Wisconsin. With the exception on one adjunct faculty member, WCO does not employ persons residing in Wisconsin. All of WCO’s web content is produced outside Wisconsin and published on the World Wide Web—available from any location on the globe where the internet can be accessed. Additionally, to the best of our present knowledge, WCO has not advertised in any Wisconsin-

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based publications nor run any advertising campaigns specifically directed at Wisconsin residents. WCO does not believe it has currently, or in the past, operated, conducted business, or offered any program in Wisconsin.

Moreover, Westwood College and its WCO campus are approved to award associate, bachelor's, and master's degrees by the Colorado Commission of Higher Education. Westwood College is accredited by the Accrediting Council for Independent Colleges and Schools (ACICS), an accrediting body recognized by the United States Department of Education (USDOE).

### *Applicability of Wisconsin Law*

WCO does not fall under the purview of § 38.50(2) *Wis. Stats.*, nor EAB 4.01 (1), *Wis. Adm. Code*. Nor does it require the EAB's approval to continue operation. According to § 38.50(10); Code 4.01(1), all schools must be examined and approved by the EAB before operating in Wisconsin. However, the Code defines "school" as "any private trade, correspondence, business, or technical school," with the exception of schools falling within one of eight categories. Exempt from the definition of "school" are:

- 6) Schools, courses of instruction, and training programs that are approved or licensed and supervised by other state agencies and boards.
  
- 8) Schools accredited by accrediting agencies recognized by the EAB.

§ 38.50(1)(e). WCO maintains that it is exempt from the definition of "schools" and therefore is not within the EAB's jurisdiction because it falls under both of these exemptions.

Moreover, the EAB is precluded from regulating advertising and commerce outside of Wisconsin by the dormant commerce clause of the U.S. Constitution. Courts have recognized that a state may not "take the commercial speech that is vital to interstate commerce and use it as a basis to allow the extraterritorial regulation that is destructive of such commerce." *See Carolina Trucks & Equipment, Inc. v. Volvo Trucks of North America, Inc.*, 492 F.3d 484, 491 (4th Cir. 2007); *Midwest Title Loans, Inc. v. Mills*, 593 F.3d 660, 669 (7th Cir. 2010) (quoting *Carolina Trucks*); *Dean Foods Co. v. Brancel*, 187 F.3d 609, 618 (7th Cir.1999) (stating that, "the fact that [a party] mails business solicitations to Wisconsin businesses ... [does] not appear relevant to our inquiry" into whether the Commerce Clause allows Wisconsin law to apply to the transactions in question).

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***Bradley Leikness's Complaint***

Your September 16<sup>th</sup> letter also seeks WCO's response to a complaint submitted to the EAB by a former student, Bradley Leikness.

Mr. Leikness enrolled in WCO's Business Administration: Major in Healthcare Management on September 16, 2009. *See* Mr. Leikness' Enrollment Agreement, attached as Exhibit A. In his Enrollment Agreement, Mr. Leikness confirmed that he received a copy of the school Catalog. *Id.* However, Mr. Leikness has failed to follow the applicable grievance procedure, which is outlined in the school Catalog. *See* pages 32-34 of school Catalog, attached as Exhibit B. If Mr. Leikness had followed the grievance procedure, and was unsatisfied with the outcome, he would then be required to arbitrate any dispute with WCO before the American Arbitration Association. *See* Exhibit A, pg.1, ¶12; Agreement to Binding Arbitration and Waiver of Jury Trial, attached as Exhibit C.

Mr. Leikness' complaint does not indicate that he was dissatisfied in any way with the quality of the education he obtained during his approximate ten (10) months at WCO. Instead, Mr. Leikness claims he withdrew from WCO because of the allegations contained in the *Wisconsin State Journal* article attached to your September 16<sup>th</sup> letter. It is unfortunate that Mr. Leikness will not complete his education because of this article, which contains neither complete nor fully accurate information about whether WCO needs to obtain EAB approval.

Mr. Leikness first appears to complain about WCO's accreditation. Although his complaint is unclear, he appears to be disappointed that the bachelor's degree program he was enrolled in was not accredited by the Commission of Accreditation of Healthcare Management Education ("CAHME"). However, it is our understanding that CAHME only accredits master's degree programs. Therefore, WCO's bachelor's degree program in Healthcare Management (or the bachelor's degree program at any other college) would not be subject to accreditation by CAHME. Significantly, the Catalog specifies the School's accreditation. *See* p.2 of Catalog, attached as Exhibit D. By signing the Enrollment Agreement, Mr. Leikness confirmed his receipt of the Catalog. *See* Exhibit A.

Mr. Leikness also seems to complain that his degree would only lead to entry-level positions. However, WCO is clear in its description of this program that it is for entry-level positions in the healthcare management field. *See* pgs. 43-44 of college Catalog, attached hereto as Exhibit E.

Finally, Mr. Leikness complains that he was charged for his last term at WCO. Mr. Leikness was charged the appropriate amount of tuition for the percentage of the last term he completed. The Enrollment Agreement Mr. Leikness signed specifically states:

UNDERSTAND THAT REFUNDS AT ANY TIME WILL BE MADE IN ACCORDANCE WITH THE REFUND POLICY, AS OUTLINED ON THE REVERSE SIDE (PAGE 2) OF THIS AGREEMENT, AND THE BUYER'S RIGHT TO CANCEL."

See Exhibit A. Page 2 of the Enrollment Agreement describes how refunds are calculated, based on how far into a term the student is when s/he withdraws or is dismissed. Specifically, paragraph 5 of the "STATE OF COLORADO REFUND POLICY" section states, in relevant part:

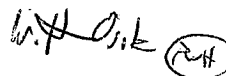
5. That except for retention of a cancellation charge not to exceed one hundred and fifty dollars or twenty-five percent of the contract price, whichever is less, the policy for cancellation, settlement and refund of tuition and fees provides for at least the following:
  - c. A student terminating after twenty-five percent but within the first fifty percent of the term shall be entitled to a refund of fifty percent of the term price, exclusive of books, tools, and supplies.

*Id.*, page 2. WCO's academic terms last approximately nine (9) weeks. The August term commenced on August 4, 2010. See, pg. 3 of Catalog, attached hereto as Exhibit F. Mr. Leikness admits he withdrew from WCO on August 24, 2010. Therefore, he completed between 25 and 50% of the term, and is entitled to a 50% refund of the term price, exclusive of books, tools and supplies. WCO properly refunded 50% of the term's tuition price to Mr. Leikness. See Ledger Card, attached as Exhibit G. On the attached Ledger Card, there is a tuition charge on August 11, 2010 for \$1,512. *Id.*, pg. 2. Subsequently, on August 26, 2010, just two days after Mr. Leikness withdrew from WCO, there is a credit applied for \$756.00, exactly half of the amount Mr. Leikness had been charged for tuition. *Id.*, pg. 2.

WCO maintains that Mr. Leikness' complaints have no merit. However, Mr. Leikness should contact WCO and follow its grievance procedure, to determine whether an amicable resolution may be reached.

WCO looks forward to meeting with you or another EAB member in the immediate future and to working cooperatively with the EAB to resolve any legitimate concerns the EAB may have. Please provide some available dates for such a meeting. Should you need any further information prior to our meeting, please do not hesitate to contact me.

Regards,



William Ojile  
Sr. VP – Chief Legal & Compliance Officer  
Westwood College  
(303) 691-5706  
bojile@westwood.edu

Enclosures

# **EXHIBIT A**



**WESTWOOD COLLEGE**  
A PLACE WHERE YOU CAN SUCCEED

EFFECTIVE 2009

**ONLINE PROGRAM ENROLLMENT AGREEMENT**

ONLINE CAMPUS (WOO) 10248 Church Ranch Way, Broomfield, CO 80021 (720) 887-8886

Student Applicant (please print)

Name Brad Leikness

I elect to start my program at the mid-term start.

Start Date (Month/Day/Year) 10/13/2009

Address 892 Norman Dr

City Stoughton

State WI

ZIP Code 53589

Social Security Number [REDACTED]

Home Phone Number (608) 873-7265

Programs offered, online instruction (check one):

Program Name: Business Administration: Major in Healthcare Management  
Degree: BS  
Clock Hours: 1995  
Credit Hours: 174  
# of Terms: 25  
Total Lab Charges: 0  
Toolkit:  
Technology Fee: 0  
Tuition per Credit/Hour: 218  
Total Tuition and Fees: 36986

Software will range from \$700 to \$2,600 per program for all Design students, \$500 to \$850 per program for Networking and Programming students, \$500 to \$850 per program for Criminal Justice, Paralegal and Business students.

Books will range from \$100 to \$150 per term, although could be higher or lower for select terms, plus shipping and sales tax, including \$69 fee (4 terms only) for Cisco materials and assessment (Computer Networking programs).

International Service Fee: \$500.

Each student must have access to a computer that meets the minimum system requirements for their chosen degree program (See "Hardware and Software Technical Requirements" section). In addition, the system must have access to a Internet Service Provider (ISP) and all students must have an email account. (Note: courseware cannot be accessed using Web TV). The online per credit hour fee is in addition to all tuition, lab fees, software, equipment, and book expenses associated with a particular course. Students will be required to pay the online course fees at Registration. Costs are based on current rates; however, the College reserves the right to adjust tuition and fees at the beginning of any academic term, but such increase will be announced at least 60 days in advance. Tuition excludes the costs of room and board, supplies, equipment, and software. Schedule changes during the first 4 days of any term will result in a tuition adjustment only if the credit hours change to a different tuition category. The application charge, registration charge, and the tool kit charge are required for new and transfer students. The award of transfer credits may cause a student's status to change from full-time to 3/4 time, from 3/4 time to 1/2 time, or 1/2 time to part-time, thereby affecting the total cost of the program. Students taking less than standard (full-time) schedule, refer to the online academic catalog. For degree completers, tuition for students who transfer in more than 24 quarter credits will be charged on a per quarter-credit hour basis, with credit given for transfer credits accepted. All fees and program-specific costs will also apply. Final tuition costs that are based on degree-completer acceptance (i.e., more than 24 transfer quarter-credits) are subject to change during registration, based on final review of all supporting documentation by the Campus Academic Dean or designee. Following this review, tuition for any student who does not meet the degree-completer status (i.e., more than 24 transfer quarter-credits) will be changed to the standard program tuition (as disclosed elsewhere on this agreement and in the Catalog Addendum), and a new enrollment agreement will be prepared. (See Catalog Addendum for degree-completer rates, by program.)

I, the applicant

- Acknowledge receipt of a College catalog Year 2008, Volume 1, Number 3; a Catalog Addendum; a completed signed Enrollment Agreement; and any additional, supplemental, or errata sheets to any of the above documents. INITIAL ONE: BL YES NO
- Understand that there are additional minimum system equipment requirements for my program and acknowledge that I have received and met these requirements (See "Hardware and Software Technical Requirements" section). INITIAL ONE: BL YES NO
- Authorize Westwood to release information regarding my enrollment, activities, honors, other achievements, graduation and job placement information to newspapers, my high school, and other departments within Westwood, and grant Westwood permission to use this information in informational and promotional materials it publishes. INITIAL ONE: BL YES NO
- If financial assistance is applied for, neither the amount nor any payment schedule can be determined at this time. As soon as the amount of financial assistance has been determined, a payment agreement will be executed which will disclose a schedule of payments for tuition and fees not covered by financial assistance, in compliance with state and federal law. INITIAL: BL
- Understand that my program will have curriculum changes effective August 2009. In signing the Enrollment Agreement, I agree to accept these changes. INITIAL: BL
- Understand that the college may evaluate any post-secondary training or education I have completed at another accredited school. I will be given appropriate credit if, at the sole discretion of the school, the education or training meets the school standards for transfer credit. Westwood College makes no guarantee of credit transfer. The decision regarding the transferability of credits is always at the discretion of the receiving school. INITIAL: BL
- Authorize my participation in outside student activities and assignments under the auspices of Westwood, and release Westwood, its respective officers, agents, and employees from any and all responsibility for injury or damage to person or property. INITIAL: BL
- Agree to comply with the College's online rules and regulations during my course/program of study, and the College has the privilege of canceling this Agreement and expelling me in the event of my failure to comply with the rules and regulations as stated in the current academic catalog. I may also be terminated for failure to maintain satisfactory academic progress, or non-payment of tuition or other costs. To be eligible for graduation and to receive a diploma, I must complete all courses within the maximum time frame; achieve a 2.0 grade point average upon graduation; and be current in all financial obligations to the College. If I fail to complete any course satisfactorily due to lack of leg-isl/attendance or deficient grades, then I shall be allowed to repeat such course(s) at the next available offering, for an additional course charge and online per credit hour fee.
- Acknowledge that the College and I agree that this Enrollment Agreement, contains all the agreements between the College and the applicant; no representations have been made by any person or party except as set out in this Agreement and the Academic Catalog, and may not be modified except in writing.
- Have been advised by my enrollment representative that my dissatisfaction with, or non-receipt of, the educational services being offered by the institution does not excuse me from repayment of any Federal or institutional loan made to me for enrollment at the institution. Standard business methods are used in the collection of delinquent payments. I am required to keep the College informed of my current home address, local address, and home phone number and email address.
- UNDERSTAND THAT REFUNDS AT ANY TIME WILL BE MADE ONLY IN ACCORDANCE WITH THE REFUND POLICY, AS OUTLINED ON THE REVERSE SIDE (PAGE 2) OF THIS AGREEMENT, AND THE BUYER'S RIGHT TO CANCEL.
- Acknowledge that any dispute relative to this contract or the education and training received by me, no matter how described, pleaded or styled, shall be resolved through binding arbitration under the Federal Arbitration Act conducted by the American Arbitration Association ("AAA") at Denver, Colorado, under its Commercial Rules. The award rendered by the arbitrator may be entered in any court having jurisdiction. Refer to "Agreement to Binding Arbitration and Waiver of Jury Trial" form in the application materials. INITIAL: BL
- The College may send official correspondence to me via my email address or by regular mail, at the college's choice.

**Notices to Student:**

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

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT IN ITS ENTIRETY OR IF IT CONTAINS ANY BLANK SPACES. THIS AGREEMENT, AND ANY ADDENDA, ARE LEGALLY BINDING WHEN SIGNED BY THE STUDENT AND ACCEPTED, SIGNED, AND DATED BY AN AUTHORIZED OFFICIAL AT THE COLLEGE. Terms and conditions of this agreement are not subject to amendment or modification by oral agreement, and may not be modified unless such changes have been approved in writing by an authorized official of the College and by the student or student's parent or guardian if the student is a minor. You are entitled to receive one copy of the agreement you sign and any information disclosure pages presented by the College. Under the law you have the right, among others, to pay the full amount due and to obtain a partial refund of the finance charge under certain conditions.

I ACKNOWLEDGE HAVING READ AND DO UNDERSTAND THIS AGREEMENT, WHICH INCLUDES INFORMATION PRINTED ON THE REVERSE SIDE OF THIS AGREEMENT AND WHICH IS INCORPORATED HEREIN BY REFERENCE. I HAVE NOT BEEN MADE ANY VERBAL PROMISES OR QUARANTEES.

Brad Leikness

9/16/2009

SIGNATURE OF APPLICANT

AGE (if less than 18 yrs.)

DATE

SIGNATURE OF PARENT/GUARDIAN OR AUTHORIZED AGENT

PRINTED NAME OF PARENT/GUARDIAN OR AUTHORIZED AGENT

As an authorized representative of the College, I have interviewed the student applicant and I recommend his/her acceptance to Westwood College. I have not made any statement or promises contrary to the terms of this agreement or the Academic Catalog.  
I have received \$ 0 Application Charge  
Authorized Representative [Signature] Date 9/16/2009

The above signed agreement is hereby accepted for admission to Westwood College

COLLEGE OFFICIAL

DATE OF ACCEPTANCE

**THE STUDENT UNDERSTANDS THAT:**

- Acceptance to Westwood College is contingent upon providing proof of high school graduation, a General Education Development (GED) Certificate or a transcript from an accredited post-secondary school. A copy of the document must be provided by the 14th day of the term, unless the school grants an exception. Applications for a term may only be taken through the end of late registration. Westwood reserves the right to deny admission to any applicant and to change entrance requirements without notice.
- Students are required to purchase standard tool kits, textbooks, and supplies, including consumables, as needed, at his/her expense, as required by the program, but are not obligated to purchase the required items from the school. There may be other required costs: (1) a late registration charge of \$50.00 for continuing students who fail to register before the end of the designated registration period, (2) a \$25 charge for late monthly payments, (3) transcript charge (\$5 original, \$2 copy), (4) copy of record (\$1/page), (5) a \$20 proficiency exam charge, (6) an \$30.00 returned check fee, and (7) a \$150 charge to withdraw from the school.
- If there is a finance charge or in the event tuition is paid in four or more installments, a Disclosure Statement (Retail Installment Contract) must be executed and become a part of this contract. It is understood the promissory notes or contracts for tuition may be sold or discounted to third parties. In such cases, the refund policy continues to apply. THE PARTIES EXECUTING THIS AGREEMENT ACKNOWLEDGE THEY HAVE READ AND RECEIVED A COMPLETED COPY OF THIS AGREEMENT.
- The College is not obligated to provide coursework for students who fail, withdraw from a course, or interrupt their studies. Students seeking resumption of study after involuntary or voluntary withdrawal need to be aware that not all courses are offered each term, and that curriculum changes may have occurred. A review with the appropriate College official will be made to determine the alternate plan of study needed to allow those students to complete their graduation requirements.
- Although the College's programs are of varying lengths, the term of this agreement is for only one 10-week term. If a student's schooling is ongoing after the first term with no interruptions, no new Agreement need be signed, and the terms of this Agreement (except for tuition and refunds in the case of a tuition, lab fee, or online course fee increase) are reaffirmed and shall be applicable to the student and Westwood upon the student's enrollment for each consecutive subsequent term and during the term thereof. Students who leave the program for one, two, or three terms must sign an amended enrollment agreement prior to resuming. Students who leave the program for more than three terms or who transfer to another program will execute a new agreement prior to resuming.
- Class Schedule: Online instruction is asynchronous. Therefore attendance/class time is monitored by a combination of class participation and log ins. For the initial two weeks, log ins and threaded discussions (class participation) are monitored daily or every other day, thereafter, these are monitored weekly.
- Students starting at a mid-term start date will take all typical program course work, as listed in the catalog/addendum in a compressed five-week format.
- Students who withdraw from any term effective January 2009, will be automatically re-enrolled under curriculum modifications which are effective August 2009. Students returning for the August term will be required to follow the new program version available in the October term. Exceptions may be approved on a case-by-case basis based upon a student's expected graduation date and program.

**THE COLLEGE:**

- Reserves its right to change, cancel, interrupt, terminate, postpone, amend, or reschedule any course or program contents, other education-related matters, training materials or procedures, and class schedule, or withdraw programs, during the period of the student's enrollment, provided that the State Board or agency, if required, has been notified or has given prior approval in accordance with requirements. Such changes will result in no additional expense to the student, except for software requirements, computer equipment, and expendable supplies. Changes may be made as required by industry needs and to increase the skill level of the student. Students and agencies, as required, will be notified of such changes 30 days in advance of implementation. If continuing students elect not to continue in a revised program and take advantage of the updated curriculum, arrangements will be made to accommodate students on an individual basis, e.g., teach-out of the unrevised curriculum or another mutually agreed upon arrangement between the student and the school.
- Reserves its right to change or cancel classes when the number of students scheduled to start the class is too small (as defined by the school) to justify the start or continuation of a class. In the event that a scheduled class start date is cancelled for any program, the enrollee shall be entitled to select either: (1) a guaranteed reservation in the next scheduled class for that program or (2) cancellation of enrollment with a full refund of all monies paid.
- Reserves its right to close, transfer, or relocate all or any part of the College. Students and agencies will be notified of such changes 30 days in advance. In the event of a relocation, it is fully expected that the student will continue at the new location. Students who are affected by Westwood's exercise of such rights shall be entitled to a refund under the refund policies described below as their sole recourse or remedy, or any other mutually agreed upon agreement between the student and the school.
- In unable to perform any of its obligations under this contract by reason of fire, strike, work stoppage, riot, utility failures or shortages, damage by the elements, or any other unavoidable casualty or act of God, will not be responsible for damages or tuition refund caused by delay or failure to perform hereunder, provided said delay does not exceed 60 days and the College evidences positive effort every 30 days to reactivate College. Westwood is not responsible for difficulties accessing the internet, speed of internet connections, or personal equipment failure.
- Has assumed the obligation of furnishing a complete course/program, teachers, and other services necessary (including record keeping/academic transcripts), as the college deems proper, for teaching these programs at a tuition cost per term for the program.
- Agrees to assist the graduate in obtaining employment, (except for international students in their country of permanent residence, or in the United States), without additional charge, but does not guarantee employment or obligate itself beyond reasonable assistance and guidance.

**STUDENT'S RIGHT TO CANCEL (NON-COLORADO STUDENTS ONLY):**

The student has the right to cancel the initial enrollment agreement and receive a full refund of the application fee if requested in writing until midnight of the third business day after the enrollment agreement has been accepted, signed, and dated at the College's principal place of business or within three business days after the student has attended the required online orientation. If the right to cancel is not given to a prospective student at the time the enrollment agreement is signed, then the student has the right to cancel the agreement at any time and receive a refund of all monies paid to date less the application fee. The refund must be given within 45 days of cancellation. Any wish to cancel enrollment must be given in writing to the registered agent or managing employee of the College. If the student does not give notice of cancellation in writing, the unexplained absence of a student from College for 15 school days (non-Colorado students only), constitutes constructive notice of cancellation to the College. For purposes of cancellation, the date is the last day of attendance.

**RETURN OF TITLE IV:**

Title IV funds are earned in proportion to the percentage of the payment period that is completed, with 100% of the funds awarded after 60% of the payment period is completed. For instance, if the payment period lasts 100 days, 100% of the Title IV funds are earned after 60 days are completed. If a student withdraws after 60% of the payment period is completed, Title IV funds are not required to be returned. When a student withdraws prior to completion of 60% of the payment period, the College must determine if the Title IV funds the student has received exceed the amount earned. This calculation is based on the number of days completed in the payment period as of the student's withdrawal date. If the amount received by the student exceeds the amount earned, the College must return the excess funds to the Title IV programs in the sequence mandated by the U.S. Department of Education.

**STATE OF COLORADO REFUND POLICY:**

Refunds must be calculated from the last date of recorded attendance. Refunds below do not apply to the application fee. Application fee is only refunded if requested in writing within three days of enrollment as outlined above. The following calculations reflect this policy:

- A full refund of all monies paid if the applicant is not accepted by the College.
- A full refund of tuition and fees paid if the applicant withdraws within three days after signing the enrollment agreement or making an initial payment, provided that the applicant has not attended an orientation, toured the campus, or commenced training.
- A full refund, without penalty, if the applicant withdraws within three business days following the applicant's taking the required Online Orientation. For the purposes of refunds to nonresidential applicants/students enrolled in online programs, Online Orientation meets the requirement of a visit to the school and/or regularly scheduled orientation. Students who have not completed the online orientation prior to the 10<sup>th</sup> day of class will not be considered enrolled.
- A full refund of tuition and fees paid in the event that the College discontinues a course or program of education during a period of time within which a student could have reasonably completed the same except that this provision shall not apply in the event that the College ceases operation.
- That except for retention of a cancellation charge not to exceed one hundred fifty dollars or twenty-five percent of the contract price, whichever is less, the policy for cancellation, settlement, and refund of tuition and fees provides for at least the following:
  - A student terminating within the first ten percent of the term shall be entitled to a refund of ninety percent of the term price exclusive of books, tools, and supplies.
  - A student terminating after ten percent but within the first twenty-five percent of the term shall be entitled to a refund of seventy-five percent of the term price exclusive of books, tools, and supplies.
  - A student terminating after twenty-five percent but within the first fifty percent of the term shall be entitled to a refund of fifty percent of the term price exclusive of books, tools, and supplies.
  - A student terminating after fifty percent but within the first seventy-five percent of the term shall be entitled to a refund of twenty-five percent of the term price exclusive of books, tools, and supplies.
  - A student terminating after completing seventy-five percent of the term shall not be entitled to any refund and shall be obligated for the full term price which constitutes maximum obligation, exclusive of books, tools, and supplies.
- The above calculations are performed on a term-by-term basis as determined by the particular term in which the student withdraws. All previous terms will be charged in full.
- The lab charge and Online per credit course fee are treated as part of the tuition for refunding purposes.
- A student may return his/her tools (does not apply to opened software or activated software subscriptions) to the school for a refund upon withdrawal. Only if his/her tools are judged to be in excellent condition, will the student receive a refund (or credit, if applicable - depreciated value to his/her account). This offer is for seven calendar days from the effective date of withdrawal.
- Student may return his/her books in accordance with the return policy stated on the book purchase voucher and the academic catalog.
- The effective date of termination (cancellation/withdrawal) is defined as:
  - the date of receipt of student's notification, or
  - the date the institution determines the student is no longer attending; or
  - For the purpose of calculating the refund, a student's last day of attendance (LDA) is the last day a student has demonstrated completion and has submitted the unit assignment(s).
- All refunds will be paid within 30 days from the effective date.

Buyer's Initials BL  
6145 REV 02/09

# **EXHIBIT B**



WESTWOOD COLLEGE®

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A PLACE WHERE YOU CAN SUCCEED®



## STUDENT SERVICES

### 2. DEFINITION OF SEXUAL HARASSMENT

- A. Any act of "quid pro quo" ("something for something") sexual harassment, where a student, supervisor, faculty or other employee with the power or authority to grant or withhold benefits or privileges, demands sexual favors in exchange for benefits or privileges. No student or employee should so much as imply that another student or employee's "cooperation" with sexual demands will have any effect on academic performance, career development, or any other aspect of education.
- B. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for decisions or has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating or hostile environment.
- C. Examples of conduct that is prohibited by this policy include, but are not limited to, the following conduct:
- Explicit or implicit demands for sexual favors in return for benefits or privileges.
  - Unwelcome letters, e-mail communications, or telephone calls of a sexual nature.
  - Distribution or display of materials of a sexual nature, including posters, screen savers or computer graphics, calendars, or pictures of men or women who are dressed in a suggestive manner.
  - Utilizing Westwood's facilities, time or resources in relation to any form of entertainment, such as strippers or belly dancers, that tends to present men or women as sexual objects.
  - Physical assaults of a sexual nature or coerced sexual contact.
  - Unwelcome and deliberate touching, leaning over, cornering, pinching, or other untoward sexual behavior.
  - Unwelcome sexually suggestive looks or gestures.
  - Unwelcome pressure for sexual favors or dates.
  - Unwelcome teasing, jokes, remarks, innuendos, insults, questions, or vulgar language that relates to or is based on a person's sex. Students and staff are asked to be mindful of others around them. Comments not intended as harassment, and not perceived as such by the person to whom they are directed, may be offensive and unwelcome to another employee or student who overhears them.
  - Affording favorable treatment to those who grant sexual favors, or unfavorable treatment to those who refuse to submit to or reject requests for sexual favors.
- D. This policy prohibits sexual harassment of people of the opposite sex (male toward female, female toward male) or people of the same sex (male toward male, female toward female). This policy not only prohibits faculty sexual harassment of students, it also prohibits misconduct by any member of our educational community toward a faculty member, staff member, or a fellow student.

### 3. STUDENT RESPONSIBILITIES FOR REPORTING PROHIBITED HARASSMENT, INCLUDING SEXUAL HARASSMENT:

- A. It is the duty and obligation of all students to comply with this policy and to report conduct that they believe to be prohibited harassment.
- B. Any student who believes that he or she is being harassed is encouraged to confront the person or persons

responsible for causing the offense. Often the simplest and most effective way to put an end to harassing behavior is to tell the harasser that the behavior is offensive and unwelcome and to stop.

- C. If the misconduct continues, or if the student feels uncomfortable about confronting the harasser, he or she should bring the improper conduct to the attention of the appropriate member of management using the following complaint procedure:
1. Any student who believes that he or she is being harassed should promptly report their concerns to :
    - The Director of Student Services, and/or
    - The Academic Dean of Online Programs, and/or
    - The Online Division President/Campus President
  2. It is the responsibility of each Supervisor within his or her area of control to report student complaints in writing to the Online Division President/Campus President.
  3. Westwood College will investigate all harassment complaints, including talking with witnesses as appropriate, and in doing so will make every effort to treat the complaint and resulting investigation discreetly.
  4. If the report of prohibited harassment is substantiated, Westwood will take corrective action it deems appropriate. Based on the severity of the offense in the case of an employee violator, the action may include, but is not limited to, oral or written reprimand, demotion, suspension, or termination. Based on the severity of the offense in the case of a student violator, the action may include, but is not limited to, oral or written reprimand, suspension, or expulsion.
- D. If students have any questions regarding sexual harassment in the workplace or this policy, they should contact the Director of Student Services, Academic Dean of Online Programs, or Online Division President/Campus President.
- E. The law prohibits retaliation for reporting any form of illegal harassment, or for filing a complaint, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing regarding any form of illegal harassment. Westwood College will take appropriate measures to ensure that no such retaliation occurs.
- F. Continued compliance with these policies will assure that the learning environment at Westwood College remains harassment free and that employees and students treat each other with mutual respect.

### 4. FALSE CLAIMS

As harassment charges are taken with tremendous concern, any person who knowingly makes a false claim of harassment may be subject to disciplinary action up to and including expulsion from the College.

### STUDENT COMPLAINT/GRIEVANCE PROCEDURE RESOLUTION OF STUDENT CONCERNS

Westwood College recognizes that, on occasion, a student may have a concern or issue that necessitates a prompt and fair resolution. To address this issue, the student is to follow the prescribed series of steps in an effort to obtain a mutual and satisfactory resolution of the student's concern or issue.

If a student has an academic issue or concern (e.g. make up work, instruction), the first person to talk to is the Faculty. If talking with the Faculty does not result in a satisfactory resolution, the



next steps are to talk with the Program Director and the Academic Dean of Online Programs. These staff members can resolve a vast majority of concerns or issues.

If a student has a nonacademic issue or concern, with the exception of the Student Harassment Policy referenced above, (e.g. parking, ID cards), the first person with whom the student should talk is the manager of the department where the concern is focused. Talking to the Director of Student Services is the next step in the process. The Director will attempt to coordinate a mutual and satisfactory resolution with the individuals or departments involved.

If a student would like to appeal a Letter of Accommodation from the College Accommodation Committee, a separate process can be found in the *Student Services* Section under "Students with Disabilities".

If a student still cannot find a satisfactory resolution, he/she can take the next step and initiate a grievance process by presenting a written and signed grievance to the Campus President. In the event a mutual and satisfactory resolution has not been achieved at this level, the student may take his/her written and signed grievance to subsequent levels within the Westwood College organization. The steps in resolving a grievance are summarized in Table I.

If a student does not feel that the College has adequately addressed a complaint or concern, the student may consider contacting the accrediting agency. All complaints considered by the agency must be in written form, with permission from the complainant(s) for the agency to forward a copy of the complaint to the College for a response. The agency will keep the complainant(s) informed as to the status of the complaint as well as the final resolution. A copy of the agency's Complaint Form is available at the College and may be obtained by contacting the Academic Dean of Online Programs or the Director of Student Services.

TABLE I

	Academic Issues	Non-Academic Issues
Step 1	Faculty	Manager of the department where concern is focused
Step 2	Program Director	Director of Student Services
Step 3	Academic Dean of Online Programs	Campus President
Step 4	Director of Student Services	Student Resolution Hotline via MySafeCampus 1-888-331-3036 www.mysafecampus.com
Step 5	Campus President	Westwood Central Administration Office Regional Vice President Colorado Center Tower II, #800 2000 S. Colorado Blvd. Denver, CO 80222
Step 6	Student Resolution Hotline via MySafeCampus 1-888-331-3036 www.mysafecampus.com	Accrediting Agency (see catalog for address and/or phone number)
Step 7	Westwood Central Administration Office Regional Vice President Colorado Center Tower II, #800 2000 S. Colorado Blvd. Denver, CO 80222	Arbitration
Step 8	Accrediting Agency (see catalog for address and/or phone number)	
Step 9	Arbitration*	

\*For residential students from Illinois attending Denver North, optional, not mandatory.

**Please direct all inquiries as indicated below:**

Schools accredited by the Accrediting Commission of Career Schools and Colleges of Technology must have a procedure and operational plan for handling student complaints. If a student does not feel the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints considered by the Commission must be in written form, with permission from the complainant(s) for the Commission to forward a copy of the complaint to the school for a response. The complainant(s) will be kept informed as the status of the complaint as well as the final resolution by the Commission.

The Accrediting Council for Independent Colleges and Schools  
750 First Street, NE, Suite 980  
Washington DC 20002-4241  
202 336 6780  
acics.org

A copy of the Commission's Complaint Form is available at the school and may be obtained by contacting Student Services.



## STUDENT SERVICES

Questions or concerns that are not satisfactorily resolved by school officials for Colorado students may be brought to the attention of:

Colorado Commission of Higher Education  
1380 Lawrence Street, Suite 1200  
Denver, CO 80204

### DRUG FREE SCHOOLS ACT

Westwood forbids the use, possession, distribution, or sale of drugs or alcohol by students, faculty, or staff anywhere on the College's property or at College sponsored events off campus. Anyone in violation of state, federal or local regulations with respect to illegal drugs or alcohol may be subject to both criminal prosecution and campus disciplinary action.

### CAMPUS CRIME AND SECURITY ACT

Westwood Colleges are in compliance with the Campus Crime and Security Act of 1990 and publish an annual report on approximately October 1 of each year. Should students become witnesses to or victims of a crime on campus, they should immediately notify College officials and report the incident to the local law enforcement agency. Emergency numbers are located throughout each campus.

### SAFETY INFORMATION

The security of all members of the campus is a primary concern to the College. Each year Westwood publishes a report outlining security and safety information and crime statistics for the campus community. This report provides important policy information about emergency procedures, reporting of crimes, and information about support services for victims of sexual assault.

The report on such crimes is available from the Director of Student Services, who is responsible for maintaining records of all crimes that occur on campus.

### ADDITIONAL INFORMATION

#### BOOKSTORE

The Westwood bookstore issues textbooks and student materials. Students may purchase all required books and student materials at the bookstore. Bookstore purchases may be paid by cash or check or may be charged on your student account.

#### CONTINUING STUDENT REGISTRATION

Students who are continuing on to the next term are required to finalize their registration in accordance with the "continuing student" registration schedule at their campus. Students who do not complete the registration process during the scheduled dates/times will be charged a \$50 late registration fee.

### WHERE TO GET ANSWERS

See this Department for questions about...

#### Business Office:

Account Balance  
Account Charges  
Cost of Tuition/Terms  
Employer Tuition Reimbursement (*also see Student Services*)  
Tuition Payment Schedule  
Westwood Financing

#### Career Development and Employment Assistance Services:

Alumni Information  
Education & Career Expos  
Graduate Employment  
On-campus Job Fairs  
Part-time Jobs  
Resume Assistance  
Work-Study Opportunities

#### Education:

Adding/Dropping a Class  
Advanced Standing or Transfer Credits  
Confidential Educational Issues  
Disputing a Grade  
Disputing Attendance  
Education Concerns  
Education Policies/Procedures  
General Education Schedule  
Faculty Related Issues  
Night Student Concerns  
Program Change  
Program of Study  
Registration for Continuing Students  
Schedule for Next Term  
When Classes are Offered  
Withdrawing from a Class (*also see Student Services or Admissions*)  
Withdrawing from School (*also see Student Services or Admissions*)

#### Financial Aid:

Application for Work-Study (Student Employment)  
Federal Student Loans  
Impact to Financial Aid Eligibility Due to Schedule/Status Changes  
Program Change Impact on Financial Aid  
Scholarships  
State Grants

#### Student Records:

Graduation Procedure/Checklist  
Printout of Class Schedule  
Purchase Graduation Cap & Gown  
Student Records  
Transcripts  
Transfer Credits if Processed  
VA Information  
Verification of Enrollment

#### Student Services:

Agency Questions/Concerns  
Car Pool Information  
Clubs/Organizations Information  
Customer Service Issues  
Daycare Information  
First Aid  
Housing Collegiate Housing Services, Inc  
Parking Information  
Personal Concerns/Issues (*also see Education or Admissions*)  
Re-entering School  
Report an Incident on Campus  
Student Activities  
Support Systems  
Transportation Schedules

# **EXHIBIT C**



# WESTWOOD COLLEGE

COLORADO

## Agreement to Binding Arbitration and Waiver of Jury Trial

I, Brad Leikness, ("student") agree that any dispute arising from my enrollment at Westwood College, no matter how described, pleaded or styled, shall be resolved by binding arbitration under the Federal Arbitration Act conducted by the American Arbitration Association ("AAA") under its Commercial Rules. The award rendered by the arbitrator may be entered in any court having jurisdiction.

### Terms of Arbitration

1. Both Student and the College irrevocably agree that any dispute between them shall be submitted to Arbitration.
2. Neither the Student nor the College shall file or maintain any lawsuit in any court against the other, and agree that any suit filed in violation of this Agreement shall be dismissed by the court in favor of an arbitration conducted pursuant to this Agreement.
3. The costs of the arbitration filing fee, arbitrator's compensation and facilities fees will be paid by the College, to the extent these fees are greater than a Superior Court filing fee.
4. The arbitrator's decision shall be set forth in writing and shall set forth the essential findings and conclusions upon which the decision is based.
5. Any remedy available from a court under the law shall be available in the arbitration.
6. Nothing in this Agreement prohibits the Student from filing a complaint with the Division of Private Occupational Schools.

### Procedure for Filing An Arbitration

1. Students are strongly encouraged, but not required, to utilize the Grievance Procedure described in the Catalog, prior to filing arbitration.
2. A student desiring to file arbitration should first contact the School Director, who will provide the student with a copy of the AAA Commercial Rules. A Student desiring to file Arbitration should then contact the American Arbitration Association at Denver, Colorado, which will provide the appropriate forms and detailed instructions. The Student should bring this form to AAA.
3. A student may, but need not, be represented by an attorney at the Arbitration.

### Acknowledgment of Waiver of Jury Trial and Availability of AAA Rules

By my signature below, I acknowledge that I understand that both the College and I are irrevocably waiving rights to a trial by jury, and are selecting instead to submit any and all claims to the decision of an arbitrator instead of a court. I understand that the award of the arbitrator will be binding, and not merely advisory.

I also acknowledge that I may at any time, before or after my admission, obtain a copy of the Rules of the American Arbitration Association, at no cost, from the School Director.

Electronically Signed OAC #190904 (Bra 9/11/2009)  
Signature of Student and Date

 9/11/2009  
Signature of Admissions Representative and Date

# **EXHIBIT D**



WESTWOOD COLLEGE®

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A PLACE WHERE YOU CAN SUCCEED®



## ABOUT WESTWOOD

To our campuses and campus communities, we commit to recruit an experienced and qualified faculty and staff who are reflective of the infinitely varied human talent available. We recognize the unique nature of our campus communities, particularly their workforce needs, and our connection to these communities through Westwood College's employment opportunities and student enrollment.

### GENERAL EDUCATION

Westwood College's philosophy and approach to General Education promotes the appreciation for life-long learning necessary to support the professional, academic, and personal success of Westwood students. Every degree program incorporates a common set of general education courses designed to prepare students with a basic foundation in communication, problem solving, teamwork, ethics, and professionalism. These themes are then further integrated and applied throughout the core curriculum.

- Westwood College's General Education approach will inspire and instill in our students the necessity for a life-long intellectual and social growth. Upon graduation Westwood College students will demonstrate: **understanding and appreciation for life-long learning and intellectual curiosity.**
- Westwood College's General Education approach will develop, enhance and improve students' writing, speaking, reading, listening and presenting skills. Upon graduation Westwood College students will demonstrate: **effective written and oral communication skills.**
- Westwood College's General Education approach will emphasize the growth and development of critical and analytical thinking, qualitative and quantitative reasoning and the ability to synthesize and apply a range of thinking modalities in problem solving. Upon graduation Westwood College students will demonstrate: **ability to solve problems by applying a variety of thinking methods.**
- Westwood College's General Education approach will create and foster a greater degree of social, political, psychological, historical, and environmental awareness among our students. Upon graduation Westwood College students will demonstrate: **knowledge of ethical principles and attitudes of professionalism.**
- Westwood College's General Education approach will provide our students with positive and successful collaborative learning experiences that will reinforce and strengthen students' skills of relationship building. Upon graduation Westwood College students will demonstrate: **teamwork and interpersonal interactions skills.**

### ASSESSMENT AND STUDENT LEARNING

As an institution of higher learning, Westwood College is committed to student learning and success. In order to fulfill its mission and as defined as an Institutional Purpose, the College strives to implement an institutional assessment and evaluation program designed to promote continuous improvement and to document students' learning, faculty performance, and the effectiveness of the institution. Just as students rely on feedback from faculty and peers in order to learn and improve, the College relies on feedback from students, faculty, alumni, employers, and academic peers in order to learn and improve. The College systematically collects information on student learning and the student experience, and uses this information to improve the college, its curriculum, teaching methods, and services.

Since at Westwood College our students are at the center of our teaching and learning model, improving the College depends upon active student involvement. The College evaluates its effectiveness to ensure student needs are met and to continually improve. The College measures student learning on an individual basis in the classroom as well as at the program level across the College. Learning assessment in the classroom is designed to improve individual students' learning as well as teaching methods. Learning assessment at the program level is designed to inform curricular and teaching improvements as well as to provide a benchmark for comparison to the higher learning community. The College uses a variety of measures to assess learning from direct examples of student work, to graduation and employment rates, to employer feedback. Using these multiple sources of information helps to guide Westwood in making decisions that improve the College and therefore enhance the student's total college experience. The assessment of student learning reflects how well the College is able to provide learning opportunities consistent with its mission.

### ALUMNI RETRAINING

In support of our Mission and to encourage lifelong learning, all Westwood graduates are entitled to participate in the Westwood Alumni Retraining program. Students meeting the graduation requirements listed in the Academics section of this catalog can:

- Audit a class they have already taken\*
- Take an updated course\*
- Learn about new equipment/software\*

\*Subject to space availability.

There is no tuition charge for qualified graduates who participate in the Westwood Alumni Retraining program; however, retraining is limited to the program from which the student graduated. Please see the campus Education Department for more information.

### ACCREDITATIONS AND AFFILIATIONS

Accredited by the Accrediting Council for Independent Colleges and Schools (ACICS) to award associate of applied science and bachelor of science degrees and Master's of Business Administration degrees.

Westwood College is a **Candidate with The Higher Learning Commission and an affiliate of the North Central Association.** The Higher Learning Commission (HLC) is part of the North Central Association (NCA) of Colleges and Schools, which was founded in 1895 as one of six regional institutional accreditors in the United States. HLC is recognized by the U.S. Department of Education and the Council on Higher Education Accreditation (CHEA). Contact information: The Higher Learning Commission, 30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602-2504; Telephone: 312-263-0456; Fax: 312-263-7462; E-mail: [info@hlcommission.org](mailto:info@hlcommission.org); Website: [www.ncahlc.org](http://www.ncahlc.org).

### LICENSES, PERMITS, REGISTRATIONS

Westwood College - Online is approved and regulated by the Colorado Commission on Higher Education. Evidence of the institution's licensing and accreditations is on display at the campus or may be reviewed upon written request to the Campus President.

### LEGAL STATUS

Westwood College - Online is a wholly-owned entity of Wesgray Corporation, which is a wholly-owned subsidiary of Alta Colleges, Inc.

# **EXHIBIT E**



WESTWOOD COLLEGE®

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A PLACE WHERE YOU CAN SUCCEED®

**BUSINESS ADMINISTRATION:  
MAJOR IN HEALTHCARE MANAGEMENT**

**BACHELOR OF SCIENCE\***

PROGRAM LENGTH: 34 months  
CREDIT HOURS: 195  
CLOCK HOURS: 1995

**COURSE REQUIREMENTS FOR GRADUATION**

The program includes coursework typically delivered as described here.

Course Area	Minimum Credits
Core Courses	80.0
Career Major	35.0
General Education	70.0
Humanities	28.0
Social Sciences	28.0
Mathematics	7.0
Natural and Physical Science	7.0
Other Required Courses	10.0

**PROGRAM DESCRIPTION**

The Business Administration program with a Major in Healthcare Management is designed to provide students and working professionals with the knowledge and skills needed by health management professionals seeking entry-level positions or advancement in their field. The program provides an integrated curriculum in both business and healthcare. Courses in management, marketing, finance, and human resources provide a solid foundation in business concepts. The program also includes relevant healthcare management courses covering topics such as law, long-term care, risk management, and managed care. The combination of business and healthcare courses, plus courses that promote skills in critical thinking, communication, and problem-solving, help students become well-prepared for contemporary healthcare workplace challenges. This degree is designed to prepare students to enter careers in a variety of healthcare organizations such as hospitals, public health agencies, long-term care facilities, physician group practices, and managed care organizations. Examples of entry-level positions graduates will be able to qualify for include assistant office manager, assistant clinical manager, and assistant administrator. Students entering the program with prior experience in the field may qualify for positions such as office manager and clinical director.

**PROGRAM OUTCOMES**

Upon successful completion of the program, students will be able to:

- Identify aspects of healthcare systems.
- Apply healthcare management principles and practices.
- Analyze healthcare-related technology and information systems.
- Apply financial management and accounting principles.
- Interpret healthcare laws and policies.
- Defend ethical decisions.
- Formulate a strategic plan.

**LABORATORIES AND EQUIPMENT\*\***

The campus has lecture classrooms and computer laboratories for use by students. The students also have access to reference materials in the learning commons as well as access to the Internet.

Course No.	Course Title	Quarter Credits
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**CORE COURSES**

*minimum 80.0 credit hours required*

ACT120	Principles of Accounting I	3.5
ACT122	Principles of Accounting II	3.5
ACT130	Managerial Accounting	3.5
BUS100	Introduction to Business	3.5
BUS110	Principles of Human Resource Management	3.5
BUS210	Introduction to Business Law	3.5
BUS300	Business Ethics	3.5
BUS320	International Business	3.5
BUS350	Organizational Theory and Behavior	3.5
CA201	Advanced Business Software Applications	3.0
FIN101	Introduction to Finance	3.5
MGT100	Principles of Management	3.5
MGT210	Conflict Management	3.5
MGT220	Stress Management	3.5
MGT230	Principles of Small Business Management	3.5
MGT300	Leadership and Managerial Decision Making	3.5
MGT310	Project Management	3.5
MGT320	Change Management	3.5
MGT400	Operations Management	3.5
MGT450	Managing Multicultures	3.5
MGT460	Strategic Management	3.5
MKT100	Principles of Marketing	3.5
MKT210	Customer Service	3.5

**CAREER MAJOR**

*minimum 35.0 credit hours required*

HCM100	Introduction to Healthcare	3.5
HCM200	Law and Compliance in Healthcare	3.5
HCM210	Healthcare Needs of the Elderly	3.5
HCM230	Public Health and Disease	3.5
HCM240	Healthcare Delivery and Financing	3.5
HCM260	Introduction to Long-Term Care	3.5
HCM310	Health Information Systems	3.5
HCM430	Risk Management in Healthcare	3.5
HCM480	Healthcare Management Seminar	7.0

**GENERAL EDUCATION**

*minimum 70.0 credit hours required*

**HUMANITIES**

*minimum 28.0 credit hours required*

COM112	Communication Skills	3.5
COM305	Public Speaking	3.5
ENG121	College Writing I	3.5
ENG221	College Writing II	3.5
HIS420	Contemporary History	3.5
HUM180	Ethical and Critical Thinking	3.5
HUM250	Humanities	3.5
LIT301	Introduction to Literature	3.5

**SOCIAL SCIENCES**

*minimum 28.0 credit hours required*

POL107	American Government	3.5
POL423	Political Science	3.5
PSY101	Introduction to Psychology	3.5
SOC121	Human Relations	3.5
SOC321	Intercultural Relations	3.5
SOC401	Research Methodologies	3.5
SOC441	Microeconomics	3.5
SOC442	Macroeconomics	3.5



## CURRICULUM

### MATHEMATICS

*minimum 7.0 credit hours required*

MTH107	College Mathematics	3.5
MTH340	Introduction to Statistics	3.5

### NATURAL AND PHYSICAL SCIENCE

*minimum 7.0 credit hours required*

SCI121	Introduction to Physical Science	3.5
SCI313	Environmental Studies	3.5

### OTHER REQUIRED COURSES

*minimum 10.0 credit hours required*

CA101	Computer Applications	3.0
PDC111	Success Strategies	3.5
PDC200	Career Management	3.5

**Note:** Courses may be taught in a sequence that differs from the order represented above.

\*In the state of Illinois, this degree is a Bachelor of Applied Science.

\*\*Not applicable in the online environment.

# **EXHIBIT F**



WESTWOOD COLLEGE®

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A PLACE WHERE YOU CAN SUCCEED®

# ACADEMIC CALENDAR



## AGENCIES

Not all of the programs that are listed below are currently available at all campuses. Students should contact their campus Financial Aid and/or Admissions departments for the most recent information regarding these agencies' programs.

The following agency programs are available at one or more campuses:

- Bureau of Indian Affairs
- Workforce Investment Act (formerly known as JTPA)
- Immigration and Naturalization Service for Nonimmigrant Alien Students
- National Vocational Rehabilitation Act of 1920
- State Employment Training and Workman's Compensation programs
- NAFTA retraining programs

Westwood College - Online is approved for veteran's education benefits by the Colorado State Approving Agency.

All programs offered by the school meet the requirements of federal or state laws regarding student financial assistance.

Westwood is authorized by licenses, permits, registrations, or exemptions to recruit students in Colorado.

## ADDENDUM

Please note that the catalog is not considered complete unless the appropriate addenda (if applicable) are included. An addendum may include items such as tuition, book costs, fees, and faculty. All programs offered at all campuses unless otherwise noted in the catalog program page

## ACADEMIC CALENDAR 2009-2010

### AUGUST 2009 TERM

On-ground and Online Classes Start	August 5
Last Day to Add/Drop On-ground and Online Classes	August 11
Last Day to Withdraw with a "W"	September 25
Break Day(s)	September 7
On-ground and Online Classes End	October 8

### OCTOBER 2009 TERM

On-ground and Online Classes Start	October 13
Last Day to Add/Drop On-ground and Online Classes	October 19
Last Day to Withdraw with a "W"	December 4
Break Day(s)	November 26, 27, 28
On-ground and Online Classes End	December 17

### JANUARY 2010 TERM

On-ground and Online Classes Start	January 8
Last Day to Add/Drop On-ground and Online Classes	January 14
Last Day to Withdraw with a "W"	February 27
Break Day	January 18
On-ground and Online Classes End	March 12

### MARCH 2010 TERM

On-ground and Online Classes Start	March 17
Last Day to Add/Drop On-ground and Online Classes	March 23
Last Day to Withdraw with a "W"	May 5
On-ground and Online Classes End	May 18

### MAY 2010 TERM

On-ground and Online Classes Start	May 26
Last Day to Add/Drop On-ground and Online Classes	June 2
Last Day to Withdraw with a "W"	July 17
Break Day	July 3, 4, 5
On-ground and Online Classes End	July 30

### AUGUST 2010 TERM

On-ground and Online Classes Start	August 4
Last Day to Add/Drop On-ground and Online Classes	August 10
Last Day to Withdraw with a "W"	September 24
Break Day	September 4, 5 6
On-ground and Online Classes End	October 7

### OCTOBER 2010 TERM

On-ground and Online Classes Start	October 12
Last Day to Add/Drop On-ground and Online Classes	October 18
Last Day to Withdraw with a "W"	December 3
Break Day	November 25, 26, 27, 28
On-ground and Online Classes End	December 16

*Each campus will provide specific orientation and graduation dates. Westwood College may change or modify the Academic Calendar at any time.*

In addition to these start dates, Westwood College - Online offers selected courses starting on the following dates:

### AUGUST 2009 TERM

Term Start Date	August 31
Last day to Add/Drop Classes	September 4
Last Day to Withdraw with a "W"	September 28

### OCTOBER 2009 TERM

Term Start Date	November 9
Last day to Add/Drop Classes	November 13
Last Day to Withdraw with a "W"	December 7

### JANUARY 2010 TERM

Term Start Date	February 8
Last day to Add/Drop Classes	February 12
Last Day to Withdraw with a "W"	March 1

### MARCH 2010 TERM

Term Start Date	April 19
Last day to Add/Drop Classes	April 23
Last Day to Withdraw with a "W"	May 10

### MAY 2010 TERM

Term Start Date	June 28
Last day to Add/Drop Classes	July 2
Last Day to Withdraw with a "W"	July 19

### AUGUST 2010 TERM

Term Start Date	September 6
Last day to Add/Drop Classes	September 10
Last Day to Withdraw with a "W"	September 27

### OCTOBER 2010 TERM

Term Start Date	November 15
Last day to Add/Drop Classes	November 19
Last Day to Withdraw with a "W"	December 6

# **EXHIBIT G**

## Ledger Card

## Ledger Card



Business Unit: WCO01

Report Manager Process Monitor

EmplID: 0130696

Leikness,Brad

Academic Information

From Date: 01/01/1980 To Date: 12/31/2030 

Filter Data

Request Report

Date Posted	Item Type	Description	Reference Nbr	Amount	Balance
1 09/11/2009	203100200058	WCO Application Fee -BaMgmtBS	QCK-	50.00	50.00
2 10/02/2009	203100200058	WCO Application Fee -BaMgmtBS	CRV-	-50.00	0.00
3 10/11/2009	205510110065	SPS Book Charge-Healthcare Mgm	GRP-IC00207778-N/A	144.50	144.50
4 10/11/2009	205530110000	SPS Shipping Charge	GRP-IC00207778	10.00	154.50
5 10/20/2009	913100010000	WCO Federal Pell Grant	GRP-	-737.50	-583.00
6 10/20/2009	913100010000	WCO Federal Pell Grant	GRP-	-154.50	-737.50
7 11/13/2009	913100050010	WCO FFELP Sub Stafford Ln 1	GRP-	-1,149.49	-1,886.99
8 01/04/2010	913100050010	WCO FFELP Sub Stafford Ln 1	GRP-	-1,149.49	-3,036.48
9 01/15/2010	913100010000	WCO Federal Pell Grant	GRP-	-892.00	-3,928.48
10 01/21/2010	105000110001	SPS Tuition	TUI-	1,512.00	-2,416.48
11 01/21/2010	913100010000	WCO Federal Pell Grant	-	-737.50	-3,153.98
12 01/21/2010	913100010000	WCO Federal Pell Grant	-	737.50	-2,416.48
13 02/18/2010	203510110048		GRP-	270.25	-2,146.23
14 02/18/2010	913100010000	WCO Federal Pell Grant	-	-117.50	-2,263.73
15 02/18/2010	913100010000	WCO Federal Pell Grant	-	117.50	-2,146.23
16 02/18/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-152.75	-2,298.98
17 02/18/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	152.75	-2,146.23
18 02/18/2010	203530110000	WCO Shipping Charge	GRP-	10.00	-2,136.23
19 02/18/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-10.00	-2,146.23
20 02/18/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	10.00	-2,136.23
21 03/09/2010	913100050010	WCO FFELP Sub Stafford Ln 1	GRP-	-1,148.51	-3,284.74
22 03/09/2010	205510110065	SPS Book Charge-Healthcare Mgm	GRP-IC00225687-N/A	215.75	-3,068.99
23 03/09/2010	205530110000	SPS Shipping Charge	GRP-IC00225687	10.00	-3,058.99
24 03/09/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-225.75	-3,284.74
25 03/09/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	225.75	-3,058.99
26 03/24/2010	913100010000	WCO Federal Pell Grant	GRP-	-502.50	-3,561.49
27 03/24/2010	913100010000	WCO Federal Pell Grant	GRP-	-225.75	-3,787.24
28 03/24/2010	913100010000	WCO Federal Pell Grant	GRP-	-162.75	-3,949.99
29 03/24/2010	105000110001	SPS Tuition	TUI-	1,512.00	-2,437.99
30 03/24/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-1,009.50	-3,447.49
31 03/24/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	1,009.50	-2,437.99
32 03/31/2010	105000110001	SPS Tuition	TUI-	1,512.00	-925.99
33 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-375.27	-1,301.26
34 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-225.75	-1,527.01
35 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-129.99	-1,657.00
36 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-10.00	-1,667.00
37 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	10.00	-1,657.00
38 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	129.99	-1,527.01
39 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	225.75	-1,301.26
40 03/31/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	375.27	-925.99
41 05/13/2010	303100100001	WCO Title IV Credit Disb	REF-	152.75	-773.24
42 05/13/2010	303100100001	WCO Title IV Credit Disb	REF-	773.24	0.00

43	05/19/2010	913100055005	WCO DL Sub Staff May-RPK/PRB 1	GRP-	-1,194.00	-1,194.00
44	05/21/2010	205510110065	SPS Book Charge-Healthcare Mgm	GRP-IC00234578-N/A	160.50	-1,033.50
45	05/21/2010	205530110000	SPS Shipping Charge	GRP-IC00234578	10.00	-1,023.50
46	05/21/2010	913100055005	WCO DL Sub Staff May-RPK/PRB 1	-	-170.50	-1,194.00
47	05/21/2010	913100055005	WCO DL Sub Staff May-RPK/PRB 1	-	170.50	-1,023.50
48	06/03/2010	105000110001	SPS Tuition	TUI-	1,512.00	488.50
49	07/01/2010	913100010000	WCO Federal Pell Grant	GRP-	-488.50	0.00
50	07/01/2010	913100010000	WCO Federal Pell Grant	GRP-	-258.00	-258.00
51	07/01/2010	913100010000	WCO Federal Pell Grant	GRP-	-170.50	-428.50
52	07/01/2010	913100010000	WCO Federal Pell Grant	GRP-	0.00	-428.50
53	07/26/2010	913100055005	WCO DL Sub Staff May-RPK/PRB 1	GRP-	-1,194.00	-1,622.50
54	07/30/2010	205510110065	SPS Book Charge-Healthcare Mgm	GRP-IC00243383-N/A	222.45	-1,400.05
55	07/30/2010	205530110000	SPS Shipping Charge	GRP-IC00243383	- 10.00	-1,390.05
56	07/30/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-232.45	-1,622.50
57	07/30/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	232.45	-1,390.05
58	08/11/2010	913100010000	WCO Federal Pell Grant	GRP-	-684.55	-2,074.60
59	08/11/2010	913100010000	WCO Federal Pell Grant	GRP-	-232.45	-2,307.05
60	08/11/2010	105000110001	SPS Tuition	TUI-	1,512.00	-795.05
61	08/11/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-710.10	-1,505.15
62	08/11/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	710.10	-795.05
63	08/11/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	232.45	-562.60
64	08/11/2010	913100050010	WCO FFELP Sub Stafford Ln 1	-	-232.45	-795.05
65	08/26/2010	105000110001	SPS Tuition	TUI-	-756.00	-1,551.05
66	08/27/2010	913100055005	WCO DL Sub Staff May-RPK/PRB 1	GRP-	-25.00	-1,576.05
67	08/27/2010	913100055005	WCO DL Sub Staff May-RPK/PRB 1	GRP-	1,194.00	-382.05

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Go to: Expected Payments Totals By Charge Type

Current Balance: \$-382.05