

Annette Headley

From: Anthony Bieda
Sent: Thursday, May 01, 2014 1:22 PM
To: Quentin Dean
Cc: Albert C. Gray
Subject: Fwd: ESI: Files In Court To Dismiss CFPB Claim

Please retrieve the ITT response cited below and include in our on-going review of ITT's adverse. Thanks.

Sent from my iPad

Begin forwarded message:

From: Jeff Olszewski (b) (6) <jeff@acics.org>
Date: May 1, 2014 at 10:15:11 AM MST
To: Anthony Bieda (b) (6) <anthony@acics.org>
Subject: RE: ESI: Files In Court To Dismiss CFPB Claim

About time

From: Anthony Bieda
Sent: Thursday, May 01, 2014 12:58 PM
To: Katy Fisher
Cc: Jeff Olszewski
Subject: Fwd: ESI: Files In Court To Dismiss CFPB Claim

FYI

Sent from my iPad

Begin forwarded message:

From: (b) (6) <[\(b\)\(6\)@wellsfargo.com](mailto:(b)(6)@wellsfargo.com)>
Date: May 1, 2014 at 9:08:36 AM MST
To: (b) (6) <[\(b\)\(6\)@acics.org](mailto:(b)(6)@acics.org)>
Subject: ESI: Files In Court To Dismiss CFPB Claim



ESI: Files In Court To Dismiss CFPB Claim

Post Secondary

Trace A. Urdan, Senior Analyst (415) 947-5470

ITT Educational Services (ESI) has moved to dismiss the complaint filed by the Consumer Financial Protection Bureau (CFPB) in U.S. District Court, claiming the Bureau's allegations are legally flawed, fall outside its statutory authority, and violate the Constitution. Noting that it does not originate consumer loans, ITT

alleges that the CFPB complaint is misdirected. In the CFPB complaint, which alleges improper and aggressive recruiting on the part of ITT, the company notes that the CFPB is likewise acting outside of its statutory authority. Notably however ITT makes a larger claim that the CFPB enforcement authority denies due process and is thus unconstitutional itself.

In its court filing, the company states "This unprecedented and unfounded lawsuit should be dismissed. [The CFPB] has limited authority to regulate consumer finance, but wants to override the boundaries set by Congress and extend its power."

In our opinion this is the boldest action taken by a company targeted by the CFPB to date and given the presumptive challenge to the very authority of the CFPB, could develop into a major news story - which may have the perverse effect of drawing additional negative attention to the company and the shares.

The brief in support of ESI's motion to dismiss can be found at:
<http://www.ittesi.com/download/Brief+in+Support+of+Motion+to+Dismiss.pdf>

ITT Educational Services, Inc. (ESI-NYSE)--Outperform (1) / V

Price as of 4/30/2014: \$26.06
FY 14 EPS: \$3.15
FY 15 EPS: \$3.75
Shares Out.: 25.6 MM
Market Cap.: \$667.14 MM

Sector Rating: Post Secondary, Overweight

Trace A. Urdan
Senior Research Analyst -- Education
Wells Fargo Securities, LLC

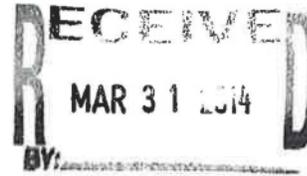
415/947-5470 (o)
415/940(b) (6) (m)
AIM: Tracelator

550 California St., Suite 625
San Francisco, CA 94104

I certify that: 1) All views expressed in this research report accurately reflect my personal views about any and all of the subject securities or issuers discussed; and 2) No part of my compensation was, is, or will be, directly or indirectly, related to the specific recommendations or views expressed by me in this research report.

March 28, 2014

Anthony S. Bieda
Vice President for External Affairs
Accrediting Council for Independent Colleges and Schools
750 First Street, NE, Suite 980
Washington, DC 20002-4223



Re: ITT Technical Institute – CFPB Adverse Action
Case No. 1:14-cv-292, U.S. District Court Southern District of Indiana

Dear Mr. Bieda:

The ITT Technical Institutes have an established record of compliance with the *Accreditation Criteria*, including Section 2-2-152.

On Thursday, February 27, 2014, our institution notified ACICS of the lawsuit filed against ITT Educational Services, Inc. (the owner and operator of the ITT Technical Institutes) by the Consumer Financial Protection Bureau on February 26, 2014. The CFPB claimed that the company engaged in predatory lending by pushing its students into high-cost private loans likely to default, and misled students about their job prospects following graduation.

As previously communicated, the ITT Technical Institutes believe that this complaint is without merit and we intend to vigorously contest the CFPB's theories in court. At this time, we are preparing a response to be filed with the Southern District of Indiana, and anticipate that the filing will occur within the next 60 days.

We will continue to keep ACICS apprised of any material developments. If you require any additional information relating to the reported non-substantive change to the campus operations of the ITT Technical Institutes in the interim, please let me know.

Sincerely,

(b) (6)

Shawn J. Crawford
Vice President, Compliance and Regulatory Affairs

(b) (6)

Student No. (b) (6)

Student's Name: (b) (6)

Telephone: (b) (6)

Student's Street Address: (b) (6)

City: EASTPOINTE

State: MI

Zip: 48021

ENROLLMENT: Student hereby enrolls into the ITT Technical Institute ("School") program of study indicated below ("Program"). Student's enrollment in the Program is governed by the terms and provisions of this Agreement.

Business Administration (A.A.S. Degree)

96 Credit Hours

Computer and Electronics Engineering Technology (A.A.S. Degree) *

96 Credit Hours

Computer Drafting and Design (A.A.S. Degree) *

96 Credit Hours

Criminal Justice (A.A.S. Degree) *

96 Credit Hours

Information Technology (A.A.S. Degree)

96 Credit Hours

Computer Network Systems Option

Multimedia Option

Software Applications and Programming Option

Web Development Option

* Student must obtain the tools required by the School for Student's use in one or more Program course. (See below for explanation.)

Student will begin attending Program courses during the Quarter starting: 12 /03 /2007
(Month) (Day) (Year)

Instruction Site for courses taught in residence: The campus facility located at 1522 E. Big Beaver Road, Troy, Michigan 48083, or 22500 Metropolitan Parkway, Suite L100, Clinton Township, Michigan 48035, or as otherwise specified on Student's Class Schedule.

PROGRAM COST:

Academic Fee: \$ 200

Estimated Tuition (an estimated \$ 425 per credit hour for an estimated 96 credit hours): \$ 40800

Estimated cost of tools: \$ 150

Administrative Fee: \$100.00

ESTIMATED TOTAL PROGRAM COST: \$ 41250

(1) This is an estimated amount, because: (a) the estimated number of credit hours in the Program course(s) that Student takes while enrolled in the Program may differ from the actual number of credit hours; (b) the amount of tuition per credit hour charged to Student is expected to increase, as explained below; (c) the Program course(s) that Student is expected to take while enrolled in the Program may differ from the Program course(s) that Student actually takes; and (d) the courses in the Program and the number of credit hours in any Program course and/or the Program may change.

(2) This is an estimated amount based on the cost of the tools required for certain Program courses, if those tools are purchased from the School. The actual cost of those tools could be higher or lower than the estimated cost. The estimated cost of those tools is subject to change by the School at any time.

(3) Student is not obligated to pay the Administrative Fee, until Student's enrollment in the Program terminates.

(4) This is an estimated amount, because: (a) the amount of tuition per credit hour charged to Student is expected to increase, as explained below; (b) the tools required for Program courses and the actual cost of those tools, if purchased from the School, may be higher or lower than the estimated cost; (c) the pace at which Student takes and satisfactorily completes the Program courses will determine the number of Quarters that Student is enrolled in the Program and the total cost of the Program to Student; (d) the number of Program courses that Student needs to satisfactorily complete to graduate from the Program will depend on Student's previous postsecondary education and experience and Student's success in satisfactorily completing the Program courses taken; and (e) the courses in the Program and the number of credit hours in any Program course and/or the Program may change.

CATALOG: Student agrees to all terms of the School catalog, as revised and amended from time to time by the School ("Catalog"). All terms of the Catalog are incorporated herein and made a part hereof as if originally and fully set forth herein, and the Catalog constitutes an addendum hereto. If any terms of the Catalog conflict with any terms of this Agreement, the terms of this Agreement will control in determining the agreement between Student and the School.

TUITION: The tuition for each Program course is determined by multiplying the tuition per credit hour by the number of credit hours in the Program course as specified in the Program Outline contained in the Catalog. The tuition for each Quarter is determined by multiplying the tuition per credit hour by the total number of credit hours in all of the Program courses that Student is registered to take during that Quarter. Student will pay the School the tuition for all of the credit hours in all of the Program courses that Student is registered to take each Quarter that Student is enrolled in the Program on the first day of each such Quarter. The School may, at any time and from time to time in its discretion, increase the tuition per credit hour charged to Student for Program courses by publishing the higher tuition per credit hour in the Catalog at least 60 days before the effective date of the increase. Student will pay the School the higher tuition per credit hour with respect to any Program course that (a) Student is registered to take from the School and (b) begins after the effective date of the increase. Student can expect the School to increase, at least once during any calendar year, the tuition per credit hour charged for Program courses.

FEES: Student will pay the School the Academic Fee on the first day of instruction that Student attends in any Program course. Student will pay the School the Administrative Fee immediately upon the termination of Student's enrollment in the Program, regardless of the reason for the termination (including, without limitation, any termination of enrollment resulting from Student's graduation, withdrawal, failure to make satisfactory academic progress or violation of the Conduct section of the Catalog).

TOOLS: The actual use of and instruction regarding the tools in any Program course may vary depending on the Program course and any changes thereto, the faculty member teaching the Program course and Student's progress in the Program course. If the Enrollment section specifies that Student must obtain the tools required by the School for Student's use in one or more Program course that Student is registered to take in any Quarter, Student must obtain those tools at his/her own expense. Student is not obligated to purchase any tools from the School. Any tools that Student purchases from the School are unreturnable and the cost is nonrefundable. Student will pay the School the cost of any tools that Student purchases from the School upon Student's receipt of those tools.

ALTERNATIVE PAYMENT ARRANGEMENT: If Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program, the School may hereafter agree in writing to a different payment arrangement as expressly provided in a Cost Summary and Payment Addendum to this Agreement.

CLASS SCHEDULE: Prior to Student's attendance in any Program course during a Quarter, the School will notify Student in writing of the Program course(s) that Student has been registered by the School to take during that Quarter, whether the Program course will be taught either completely in residence at the School, completely online over the Internet as a distance education course or partially in residence and partially online, and for residence courses, the meeting days of the class periods in each such Program course and the times and location of those class periods ("Class Schedule"). Student may modify his/her Class Schedule for any Quarter at any time prior to Student's attendance in any Program course during that

Quarter by notifying the School in writing. Student's written notification must specify any program course(s) that Student wants deleted from and/or added to his/her Class Schedule. Upon receipt of Student's written notification, the School will: (a) cancel Student's registration for, and delete from Student's Class Schedule, any Program course(s) specified by Student; (b) register Student for, and add to Student's Class Schedule, any Program course(s) specified by Student, if the School determines that Student has satisfied any prerequisites and the class size of the Program course(s) can accommodate Student; and (c) notify Student in writing of his/her modified Class Schedule. If Student does not modify his/her Class Schedule for any Quarter by notifying the School in writing prior to Student's attendance in any Program course during that Quarter, Student will have accepted and agreed to his/her Class Schedule and will remain registered for the Program course(s) specified in Student's Class Schedule.

At any time prior to the start of any Program course(s) that Student is registered to take in any Quarter, the School may: (a) change the start date of that Quarter; (b) assign Student a new Class Schedule for that Quarter; and/or (c) cancel the Program. If the School changes the start date of that Quarter and/or assigns Student a new Class Schedule for that Quarter, Student may modify his/her Class Schedule by notifying the School in writing prior to Student's attendance in any Program course during that Quarter. Student's written notification must specify any Program course(s) that Student wants deleted from and/or added to his/her Class Schedule. Upon receipt of Student's notification, the School will: (i) cancel Student's registration for, and delete from Student's Class Schedule, any Program course(s) specified by Student; (ii) register Student for, and add to Student's Class Schedule, any Program course(s) specified by Student, if the School determines that Student has satisfied any prerequisites and the class size of the Program course(s) can accommodate Student; and (iii) notify Student in writing of his/her modified Class Schedule. If Student does not modify his/her Class Schedule for any Quarter by notifying the School in writing prior to Student's attendance in any Program course during that Quarter, Student will have accepted and agreed to the changed start date of that Quarter and/or Student's new Class Schedule. If the School cancels the Program, Student's enrollment in the Program will have been canceled by the School.

At any time following the start of any Program course that Student is registered to take in any Quarter, the School may: (a) merge Student's class taking that Program course into one or more other classes taking the same Program course; (b) divide Student's class taking that Program course into more than one class taking the same Program course; (c) change the times and/or meeting days of Student's class periods in that Program course, if that Program course is taught in residence at the School; (d) change the instruction site of the Student's class periods in that Program course from the site specified on Student's Class Schedule upon 30 days prior written notice to the student (except as provided below), if that Program course is taught in residence at the school and/or (e) cancel that Program course. If the School merges Student's class taking a Program course into one or more other classes taking the same Program course and/or divides Student's class taking a Program course into more than one class taking the same Program course, this Agreement will remain in full force and effect, any affected terms and provisions hereof will be automatically revised to reflect such changes and Student will not be relieved of any of his/her obligations hereunder, except as may be otherwise expressly required by applicable state law. If the School changes the meeting days and/or times of Student's class periods in a Program course taught in residence at the School, Student may cancel his/her registration for that Program course by delivering written notice of such cancellation to the School within 10 days of the School's notice of such change. Upon receipt of Student's notification, the School will: (i) cancel Student's registration for, and delete from Student's Class Schedule, that Program course; and (ii) notify Student in writing of his/her modified Class Schedule. If Student does not cancel his/her registration for that Program course by delivering written notice of such cancellation to the School within 10 days of the School's notice of such change, Student will have accepted and agreed to the changed meeting days and/or times of Student's class periods in that Program course. If, following the start of a Program course taught in residence, the School changes the instruction site of Student's class periods in that Program course from the site specified on Student's Class Schedule, the School will (I) provide Student with 30 days prior written notice of that change (or such lesser amount as is reasonably practicable in the event of an act of God, fire or any circumstance not within the School's control) and (II) request that Student acknowledge that change by executing a written amendment to this Agreement that specifies Student's new instruction site for the remainder of that Program course. Any failure by Student to execute a written amendment to this Agreement specifying Student's new instruction site for that Program course will constitute Student's withdrawal from that Program course. If the School is unable to provide Student with 30 days prior written notice of a change in Student's instruction site because of an act of God, fire or any circumstance not within the School's control, the School will provide Student with as much prior notice of the change as is reasonably practicable. If the School cancels any Program course that Student is registered to take in any Quarter that Student is enrolled in the program, the School will (1) cancel Student's registration for, and delete from Student's Class Schedule, that Program course; and (2) notify Student in writing of his or her modified Class Schedule.

Any class period in a Program course taught in residence at the School that is canceled by the School in any Quarter due to a holiday or any other reason will be rescheduled by the School for a different day and time during the same Quarter. A canceled class period in such a Program course may be rescheduled by the School for a time and/or day that differ from Student's regular Class Schedule.

CURRICULUM: The School may, at any time in its discretion, vary the offering and/or sequence of Program courses, revise the curriculum content of the Program or any Program course and change the number of credit hours in the Program or in any Program course.

QUARTER: The dates each Quarter begins and ends are specified in the Student Calendar contained in the Catalog.

CAREER SERVICES: The School does not represent, promise or guarantee that any student will obtain employment. No employment information or career service provided by the School Student will be considered by Student, either expressly or impliedly, as any: (a) guarantee or promise of employment; (b) likelihood of employment; (c) indication of the level of employment or compensation Student or graduates of the Program may expect; or (d) indication of the types or job titles of positions for which Student or graduates may qualify.

REPEAT: If Student repeats any Program course(s), Student must pay all of the then current tuition and fees applicable to such Program course(s).

CANCELLATION AND REFUND REQUESTS: Any cancellation or refund request by Student should be made in writing and mailed to: Director, ITT Technical Institute, at the address bottom of this page. If Student is a minor, however, the request must be made by Student's parent or guardian.

CANCELLATION: Student's enrollment in the Program will be canceled and all monies received by the School from or with respect to Student under this Agreement will be returned to the appropriate party(ies) within 30 days, if: (a) Student notifies the School that Student has canceled this Agreement (I) within 3 business days following the date Student signs this Agreement or (II) before Student's first day of class attendance in a Program course, whichever occurs last; or (b) the School cancels the Program.

REFUND: If, during the first Quarter that Student is enrolled in the Program, Student withdraws or is terminated from:

- (a) any Program course during any of the following specified calendar weeks of the Quarter, Student will be obligated to the School for (I) the entire cost of any tools purchased by Student from the School that Student was required to obtain ("Tools") for that Program course and (II) the following corresponding percentage of the tuition for that Program course; and

<u>CALENDAR WEEK OF THE QUARTER</u>	<u>PERCENTAGE OF THE TUITION</u>
1 st	10%
2 nd	20%
3 rd	30%
After the 3 rd	100%

- (b) the Program during any of the following specified calendar weeks of the Quarter, Student will also be obligated to the School for the following corresponding percentage of (I) an Academic Fee charged to Student in that Quarter and (II) the Administrative Fee.

<u>CALENDAR WEEK OF THE QUARTER</u>	<u>PERCENTAGE OF ANY ACADEMIC FEE AND THE ADMINISTRATIVE FEE</u>
1 st	10%
2 nd	20%
3 rd	30%
After the 3 rd	100%

If, during any Quarter that Student is enrolled in the Program (other than the first Quarter), Student withdraws or is terminated from:

- (a) any Program course during any of the following specified calendar weeks of the Quarter, Student will be obligated to the School for (I) the entire cost of any Tools for that Program course and (II) the following corresponding percentage of the tuition for that Program course; and

<u>CALENDAR WEEK OF THE QUARTER</u>	<u>PERCENTAGE OF THE TUITION</u>
1 st through 3 rd	50%
After the 3 rd	100%

(d) the Program during any of the following specified calendar weeks of the Quarter, Student will also be obligated to the School for the following corresponding percentage of (I) an Academic Fee charged to Student in that Quarter and (II) the Administrative Fee.

<u>CALENDAR WEEK OF THE QUARTER</u>	<u>PERCENTAGE OF ANY ACADEMIC FEE AND THE ADMINISTRATIVE FEE</u>
1 st through 3 rd	50%
After the 3 rd	100%

Notwithstanding anything above to the contrary in this Refund section, if Student withdraws or is terminated from any Program course or the Program during any Quarter, Student will remain obligated to the School for:

- (a) all of the tuition, fees, cost of any Tools and cost of any other supplies owed to the School for any previous attendance by Student at the School; and
- (b) all other amounts owed to the School under this Agreement (including any addenda hereto) and/or any other agreement between Student and the School.

If, at the time Student withdraws or is terminated from any Program course or the Program, the School has received any monies for tuition, the Academic Fee, the Administrative Fee or any Tools from or on behalf of Student in excess of Student's obligation therefor as provided in this Refund section, the School will refund such excess to the appropriate party(ies) as specific below. Student's withdrawal or termination date for purposes of calculating any refund due under this Refund section will be Student's last date of recorded attendance in a Program course.

Any refund required under this Refund section will be paid first to eliminate any outstanding balances for any student financial aid received by or with respect to Student in the following order and priority (unless otherwise required under applicable law) and within the time period prescribed by law: (1) private or institutional student loans; (2) private or institutional parental loans; (3) unsubsidized Federal Stafford loans; (4) subsidized Federal Stafford loans; (5) unsubsidized Federal Direct Stafford loans; (6) subsidized Federal Direct Stafford loans; (7) Federal Perkins loans; (8) Federal PLUS loans; (9) Federal Direct PLUS loans; (10) state student loans; and (11) state parental loans. The School will pay Student any refund remaining after all outstanding balances specified in the immediate preceding sentence are eliminated, within 30 days following: (i) Student's last date of recorded attendance in a Program course, if the School terminated Student from the Program course or the Program; (ii) the later of (A) Student's last date of recorded attendance in a Program course, (B) the date that the School received Student's written notice of withdrawal from a Program course or the Program or (C) the withdrawal date from a Program course or the Program specified in Student's written notice of withdrawal received by the School, if Student withdrew from the Program course or the Program and the School received Student's written notice of withdrawal; or (iii) the 22nd consecutive calendar day after Student's last date of recorded attendance in a Program course, if Student withdrew from the Program course or the Program and such calendar day occurred before any applicable date in (ii) above.

RETURN OF FEDERAL FINANCIAL AID: If Student withdraws or is terminated from the Program, depending on when Student's withdrawal or termination occurs during the Quarter, Student and/or his or her parent(s) may be ineligible to use a portion of any federal student financial aid awarded to Student and/or his or her parent(s) for use in that Quarter. If Student's withdrawal or termination from the Program occurs: (a) within the first 60% of the Quarter, the amount of federal student financial aid awarded for use in that Quarter that Student and/or his or her parents may use is a proportional calculation based on the percentage of the Quarter that has elapsed as of Student's withdrawal or termination date; or (b) after the first 60% of the Quarter Student and/or his or her parents may use 100% of the federal student financial aid awarded for use in that Quarter. If Student and/or his or her parent(s) are ineligible to use a portion of any federal student financial aid:

- (i) remitted to the school to satisfy Student's obligation for tuition, fees or other costs of Student's education, (I) federal law requires the School to return to the appropriate party(ies) such unusable aid, (II) the School will advise Student of the amount of such unusable aid returned by the School and (III) Student will be liable for, and immediately pay the School in full, an amount equal to the portion of such unusable aid for which Student is obligated to the School under the Refund section; or
- (ii) received by Student and/or the parent(s) and not remitted to the School, (I) federal law requires Student and/or the parent(s) to repay to the appropriate party(ies) such unusable aid and (II) the School will advise Student and/or the parent(s) of the amount of such unusable aid.

Any return or repayment of unusable federal student financial aid required under this Return of Federal Financial Aid section will be paid first to eliminate any outstanding balances for any federal student financial aid received by or with respect to the student in the following order and priority and within the time period prescribed by law: (1) unsubsidized Federal Stafford loans; (2) subsidized Federal Stafford loans; (3) unsubsidized Federal Direct Stafford loans; (4) subsidized Federal Direct Stafford loans; (5) Federal Perkins loans; (6) Federal PLUS loans; (7) Federal Direct PLUS loans; (8) Federal Pell Grants; (9) Federal Academic Competitiveness Grants; (10) Federal National Science and Mathematics Access to Retain Talent Grants; and (11) Federal SEOG Program aid.

DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO ANY SERVICE OR PRODUCT FURNISHED BY THE SCHOOL TO STUDENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. THE SCHOOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

LIMITATION OF LIABILITY: IN NO EVENT WILL STUDENT OR THE SCHOOL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) OR EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE SCHOOL'S MAXIMUM LIABILITY TO STUDENT FOR ALL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING ANY AMENDMENTS OR ADDENDA HERETO) OR THE SUBJECT MATTER HEREOF EXCEED THE LESSER OF: (a) THE ACTUAL DIRECT DAMAGES INCURRED BY STUDENT THAT WERE CAUSED BY THE SPECIFIC SERVICE OR PRODUCT PROVIDED BY THE SCHOOL UNDER THIS AGREEMENT THAT IS THE SUBJECT OF STUDENT'S COMPLAINT; OR (b) THE AMOUNT OF TUITION, FEES AND/OR COST OF ANY TOOLS RECEIVED BY THE SCHOOL FROM OR ON BEHALF OF STUDENT FOR THE SPECIFIC SERVICE OR PRODUCT PROVIDED BY THE SCHOOL UNDER THIS AGREEMENT THAT DIRECTLY CAUSED SUCH DAMAGE. Notwithstanding anything above to the contrary in this Limitation of Liability section, if any limitation of liability conflicts with the substantive law governing this Agreement, the substantive law with respect to such limitation will control. The provisions of this Agreement allocate risks between Student and the School. The amount of tuition and fees and the cost of any Tools for the Program reflect this allocation of risk and the limitation of liability specified herein.

RESOLUTION OF DISPUTES: The following procedure shall apply to the resolution of any dispute arising out of or in any way related to this Agreement, any amendments or addenda hereto, or the subject matter hereof, including, without limitation, any statutory, tort, contract or equity claim (individually and collectively, the "Dispute"):

- (1) The parties are encouraged to make an initial attempt, in good faith, to resolve the Dispute pursuant to the school's Student Complaint/Grievance Procedure or through other informal means.
- (2) If the Dispute is not resolved pursuant to the school's Student Complaint/Grievance Procedure or through other informal means, then the Dispute will be resolved by binding arbitration between the parties. Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination. Both Student and the School agree that the Enrollment Agreement involves interstate commerce and that the enforceability of this Resolution of Disputes section will be governed, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. §1-9. The arbitration between Student and the School will be administered by the American Arbitration Association ("AAA") or, in the event the AAA declines or is unable to administer the arbitration, by an arbitration forum or arbitrator that Student and the School mutually agree upon. If, after making a reasonable effort, Student and the School are unable to agree upon an arbitration forum or arbitrator, a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the AAA's Commercial Arbitration Rules ("Commercial Rules") and, when deemed appropriate by the arbitration forum or arbitrator, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Consumer Procedures"), or the appropriate rules of any alternative arbitration forum selected by Student and the School or appointed by a court, subject to the following modifications:
 - (a) The arbitration will be conducted before a single arbitrator who will be a former federal or state court judge and will have at least 10 years of experience in the resolution of civil disputes.
 - (b) The site of the arbitration will be the city in which the School is located.
 - (c) The substantive law which will govern the interpretation of this Agreement and the resolution of any Dispute will be the law of the state where the School is located.
 - (d) The scope of the arbitration will be limited to the Dispute between Student and the School. In the arbitration between Student and the School: (i) no claims of any other person will be consolidated into the arbitration; (ii) no claims will be made on behalf of any class of persons; and (iii) no representative actions of any kind are permitted.

- (e) The parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be necessary to allow for a fair hearing, taking into consideration the claims involved and the expedited nature of arbitration.
- (f) The School will pay the amount of any arbitration costs and fees charged to Student under the Commercial Rules or Consumer Procedures that exceed the costs and fees that Student would incur if Student filed a similar action in a court having proper jurisdiction.
- (g) In making an award, the arbitrator will not have jurisdiction to award to any party in the arbitration (i) consequential or punitive damages, (ii) costs or (iii) expert witness or attorneys' fees; provided, however, if the enforceability of any of these restrictions on jurisdiction is limited by the applicable substantive law or the applicable AAA rules, that restriction will only be enforced to the extent permitted by such law or rules.
- (h) The prevailing party in any of the following matters (without regard to Paragraph (g)) will be entitled to recover its reasonable attorneys' fees incurred in connection with such matters: (i) any motion which any party is required to make in the courts to compel arbitration of a dispute; or (ii) any appeal of an arbitration award, whether to the arbitrator or the courts, for the purpose of vacating, modifying or correcting the award.
- (i) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential. The parties will have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.

The Commercial Rules, Consumer Procedures and other information regarding the AAA's arbitration procedures are available from the AAA, which can be contacted by mail at 1633 Broadway, 10th Floor, New York, New York 10019, by telephone at (800) 778-7879 or through its Web site at www.adr.org.

LIMITATION OF ACTION: All arbitration claims must be filed within 12 months after the date in which the incident giving rise to the dispute occurred; provided that, if the substantive law applicable to the arbitration prohibits the parties from agreeing to this limitations period, then the limitations period under the applicable substantive law shall control. The failure of a party to file an arbitration claim within the applicable limitations period shall constitute a waiver by that party of its right to bring such a claim, and the arbitrator shall have no jurisdiction to hear any claim not filed within such period.

ENTIRE AGREEMENT: This Agreement is the entire understanding and agreement between Student and the School with respect to the subject matter hereof, and this Agreement supersedes all prior agreements, understandings, negotiations and discussions between Student and the School, whether oral or written. This Agreement cannot be amended or supplemented, except by a written instrument signed by Student and the School. If any provision of this Agreement or its application is invalid or unenforceable, the remainder of this Agreement will not be impaired or affected and will remain binding and enforceable.

NOTICE TO BUYER:

- (1) Do not sign this Agreement before you read it or if it contains blank spaces.
- (2) You are entitled to a copy of this Agreement at the time you sign it. Keep this Agreement to protect your legal rights.
- (3) ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF 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.
- (4) Under the law, you have the right, among others to pay in advance the full amount due and obtain under certain conditions, a partial refund of the finance charge.
- (5) THIS AGREEMENT REQUIRES BINDING ARBITRATION OF DISPUTES.

BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this Agreement any time prior to midnight of the third business day after signing this Agreement. See the Cancellation and Refund Requests section on page 2 for an explanation of this right.

ACKNOWLEDGMENT: STUDENT ACKNOWLEDGES HAVING RECEIVED A COPY OF THE CURRENT SCHOOL CATALOG AND A TRUE EXECUTED COPY OF THIS AGREEMENT.

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Agreement as financial sponsor, and such signature will bind such persons to all the terms hereof, upon acceptance, either electronically or in ink, by the School.

STUDENT: I certify that all information about me is accurate and that I have read and understand all of the pages and terms of this Agreement and will abide by, be bound by and be subject to its terms. I have retained a copy of this Agreement with all appropriate blanks completed. This Agreement is a legally binding instrument when it is signed, either electronically or in ink, by Student and accepted, either electronically or in ink, by the School.

(b) (6) _____
 Student's Signature () _____ Date 10/22/07 _____
 Parent or Guardian Signature _____ Date _____

ACCEPTANCE: This Agreement is hereby accepted by the School.

ITT TECHNICAL INSTITUTE

By: PAIGE VANNOY 541739C024336DE940B1FBB6A05E0405

Signature of School Official

2007-10-22

Date

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between ITT Technical Institute ("School") and (b) (6) _____ ("Student") on 22-OCT, 2007 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

1. Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:			Disbursement Dates	Disbursement Amounts
	1	2	3		
(a) Student's Program Cost Summary for the Specified Period:	8	8	8		
	12 / 03 / 07 through 09 / 07 / 08				
(i) Academic Fee:			200		
(ii) Tuition: <u>16</u> credits x \$ <u>446</u>			7136		
(iii) Tuition: <u>8</u> credits x \$ <u>425</u>			3400		
(iv) Administrative Fee:			\$		
(v) ESTIMATED Cost of Tools:			\$		
(vi) Other:			\$		
(vii) Other:			\$		
TOTAL:			\$ 10736		

(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:												
(i) Cash Received to Date:	\$											
(ii) Student/Parent Cash Payment:	\$	10736										
(iii) Student VA Payment:	\$											
(iv) Federal Pell Grant:	\$	0	<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ 0</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ 0	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ 0										
_____	20	\$ _____										
(v) Federal Subsidized Stafford LOAN (\$ _____ 0 Less Fees):	\$	0	<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ _____	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ _____										
_____	20	\$ _____										
(vi) Federal Unsubsidized Stafford LOAN (\$ _____ 0 Less Fees):	\$	0	<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ _____	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ _____										
_____	20	\$ _____										
(vii) Federal PLUS LOAN: (\$ _____ Less Fees):	\$	0	<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ _____	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ _____										
_____	20	\$ _____										
(viii) Bank LOAN: _____ (\$ _____ Less Fees):	\$		<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ _____	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ _____										
_____	20	\$ _____										
(ix) Academic Competitiveness Grant:	\$		<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ _____	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ _____										
_____	20	\$ _____										
(x) SMART Grant:	\$		<table border="1"> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> <tr><td>_____</td><td>20</td><td>\$ _____</td></tr> </table>	_____	20	\$ _____	_____	20	\$ _____	_____	20	\$ _____
_____	20	\$ _____										
_____	20	\$ _____										
_____	20	\$ _____										
(xi) Family Supplemental Educational Opportunity Grant:	\$											
(xii) Other: State Grant _____	\$											
(xiii) Other: _____	\$											
(xiv) Other: _____	\$											
(xv) Other: _____	\$											
TOTAL:	\$	10736										

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment and Student VA Payment specified above in Section 1(b) (ii) and (iii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost Student. \$0	AMOUNT FINANCED ^e The amount of credit the School will provide to Student. \$ 10736	TOTAL OF PAYMENTS ^e The amount Student will have paid after Student has made all payments as scheduled: \$ 10736	TOTAL SALE PRICE ^e The total cost of Student's purchase on credit including Student's down payment of \$ 0 \$ 10736
--	--	--	---	--

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
3	\$ 3578.67	<input checked="" type="checkbox"/> Quarterly or <input type="checkbox"/> Monthly (check applicable period) beginning on 03-DEC 20, 07 and on the first day of each subsequent installment period.
	\$	<input type="checkbox"/> Quarterly or <input type="checkbox"/> Monthly (check applicable period) beginning on _____, 20_____ and on the first day of each subsequent installment period.

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty.

See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"e" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment and Student VA Payment in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (c) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (d) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (e) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.

- *5. Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.
6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the 22 day of Oct, 2007

ITT TECHNICAL INSTITUTE

(b) (6)
By: _____
Title: FAA

(b) (6)

(Student Signature)
(b) (6)
Parent Name: _____

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

(Parent/Guardian's Signature)

[Print Name: _____]

Student No. (b) (6) _____

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between ITT Technical Institute ("School") and (b) (6) ("Student") on 08-JUL 20_08 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

- Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:			Disbursement Dates	Disbursement Amounts
	1	2	3		
(a) Student's Program Cost Summary for the Specified Period:	12 / 03 / 01 through 09 / 07 / 08				
	8 8 12 Credit Hrs.				
(i) Academic Fee:	\$		200		
(ii) Tuition: 20 credits x \$ 446	\$		8920		
(iii) Tuition: 8 credits x \$ 425	\$		3400		
(iv) Administrative Fee:	\$				
(v) ESTIMATED Cost of Tools:	\$				
(vi) Other:	\$				
(vii) Other:	\$				
TOTAL:	\$		12520		
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:					
(i) Cash Received to Date:	\$				
(ii) Student/Parent Cash Payment:	\$		6800		
(iii) Student VA Payment:	\$				

(iv) Federal Pell Grant:	\$ 0	_____ 20 _____ 20 _____ 20	\$ _____ \$ 0 \$ _____
(v) Federal Subsidized Stafford LOAN (\$ 1167 Less Fees):	\$ 1149	27-MAY _____ 20 08 _____ 20 _____ 20	\$ 1149 \$ _____ \$ _____
(vi) Federal Unsubsidized Stafford LOAN (\$ 2000 Less Fees):	\$ 1970	27-MAY _____ 20 08 _____ 20 _____ 20 _____ 20	\$ 1970 \$ _____ \$ _____ \$ 0
(vii) Federal PLUS LOAN: (\$ _____ Less Fees):	\$ 0	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(viii) Bank LOAN: _____	\$ _____	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(ix) Academic Competitiveness Grant:	\$ _____	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(x) SMART Grant:	\$ _____	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(xi) Family Supplemental Educational Opportunity Grant:	\$ _____	_____ 20	\$ _____
(xii) Other: _____	\$ _____		
(xiii) Other: <u>Temporary Credit</u>	\$ 2601		
(xiv) Other: _____	\$ _____		
(xv) Other: _____	\$ _____		
TOTAL:	\$ 12520		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment and Temporary Credit specified above in Section I(b) (ii), and (iii), and (xiii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost Student. \$0	AMOUNT FINANCED ^e The amount of credit the School will provide to Student. \$ 9401	TOTAL OF PAYMENTS ^e The amount Student will have paid after Student has made all payments as scheduled: \$ 9401	TOTAL SALE PRICE ^e The total cost of Student's purchase on credit including Student's down payment of \$ 0 \$ 12520
--	--	---	--	--

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
3	\$ 2266.67	<input checked="" type="checkbox"/> Quarterly or <input type="checkbox"/> Monthly (check applicable period) beginning on <u>03-DEC</u> , 20 <u>07</u> and on the first day of each subsequent installment period.
	\$ 2601	On _____, 20__

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty. See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"e" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment and Temporary Credit in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (c) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (d) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (e) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.
- Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly

waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.

- 6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the 7 day of July, 2008.

ITT TECHNICAL INSTITUTE

(b) (6)

By: _____

Title: S. F. A. A.

(b) (6)

(Student Signature)

(b) (6)

[Print Name: _____]

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

(Co-signor's Signature)

[Print Name: _____]

Student No. 2037252

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between JTT Technical Institute ("School") and (b) (6) ("Student") on 08-JUL 2008 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

- I. Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:			Disbursement Dates	Disbursement Amounts
	4 12	5 12	6 12		
(a) Student's Program Cost Summary for the Specified Period:	09 / 08 / 08 through 06 / 07 / 09				
(i) Academic Fee:	\$				
(ii) Tuition: 12 credits x \$ 468	\$		5616		
(iii) Tuition: 24 credits x \$ 446	\$		10704		
(iv) Administrative Fee:	\$				
(v) ESTIMATED Cost of Tools:	\$		150		
(vi) Other: balance forward	\$		2601		
(vii) Other:	\$				
TOTAL:	\$		18071		
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:					
(i) Cash Received to Date:	\$				
(ii) Student/Parent Cash Payment:	\$				
(iii) Student VA Payment:	\$				

(iv) Federal Pell Grant:	\$ 0	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(v) Federal Subsidized Stafford LOAN (\$ 4500 Less Fees):	\$ 4432	26-AUG 20 08 18-NOV 20 08 03-MAR 20 09	\$ 1478 \$ 1477 \$ 1477
(vi) Federal Unsubsidized Stafford LOAN (\$ 6000 Less Fees):	\$ 5910	26-AUG 20 08 18-NOV 20 08 03-MAR 20 09 _____ 20	\$ 1970 \$ 1970 \$ 1970 \$ 0
(vii) Federal PLUS LOAN: (\$ _____ Less Fees):	\$ 0	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(viii) Bank LOAN: _____	\$ _____	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(ix) Academic Competitiveness Grant:	\$ _____	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(x) SMART Grant:	\$ _____	_____ 20 _____ 20 _____ 20	\$ _____ \$ _____ \$ _____
(xi) Family Supplemental Educational Opportunity Grant:	\$ _____	_____ 20	\$ _____
(xii) Other: <u>SELECT ONE</u>	\$ _____		
(xiii) Other: <u>Temporary Credit</u>	\$ 8729		
(xiv) Other: <u>Select One</u>	\$ _____		
(xv) Other: <u>Select One</u>	\$ _____		
TOTAL:	\$ 19071		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment and Temporary Credit specified above in Section 1(b) (ii), and (iii), and (xiii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost Student.	AMOUNT FINANCED ^e The amount of credit the School will provide to Student.	TOTAL OF PAYMENTS ^e The amount Student will have paid after Student has made all payments as scheduled:	TOTAL SALE PRICE ^e The total cost of Student's purchase on credit including Student's down payment of \$ 0
0%	\$0	\$ 8729	\$ 8729	\$ 19071

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
	\$	<input type="checkbox"/> Quarterly or <input type="checkbox"/> Monthly (check applicable period) beginning on _____, 20____ and on the first day of each subsequent installment period.
	\$ 8729	On _____, 20____

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty. See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"e" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment and Temporary Credit in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (c) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (d) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (e) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.
- Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly

waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.

6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the 8 day of July, 2008.

ITT TECHNICAL INSTITUTE

(b) (6)

By: _____

Title: SFAA

(b) (6)

(Student Signature)

(b) (6)

[Print Name: _____]

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

(Co-signor's Signature)

[Print Name: _____]

Revised

Student No. (b) (6) _____

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between ITT Technical Institute ("School") and _____ (b) (6) _____ ("Student") on 05 11 20 09 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

- Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:		Disbursement Dates	Disbursement Amounts
	<u>7</u> <u>8</u> Quarters	<u>12</u> <u>8</u> <u>0</u> Credit Hrs.		
(a) Student's Program Cost Summary for the Specified Period:	<u>06</u> / <u>08</u> / <u>09</u> through <u>11</u> / <u>28</u> / <u>09</u>			
(i) Academic Fee:	\$ 0			
(ii) Tuition: <u>20</u> credits x \$ <u>468</u>	\$ 9360			
(iii) Tuition: _____ credits x \$ _____	\$ 0			
(iv) Administrative Fee:	\$ 100			
(v) ESTIMATED Cost of Tools:	\$ 0			
(vi) Other: TEMP CREDIT FROM AY 2	\$ 8510			
(vii) Other: _____	\$ 0			
(viii) Other: _____	\$ 0			
(ix) Other: _____	\$ 0			
TOTAL:	\$ 17970			
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:				
(i) Cash Received to Date:	\$ 0			
(ii) Student/Parent Cash Payment:	\$ 0			
(iii) Student VA Payment:	\$ 0			

(iv) VA Chapter 33 Benefit:	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(v) VA Yellow Ribbon Program Benefit ("VAYRPB"):	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(vi) School Matching VA Yellow Ribbon Program Benefit ("SMYRPB"):	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(vii) Federal Pell Grant:	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(viii) Federal Subsidized Stafford LOAN (\$ 3055 Less Fees):	\$ 2994	26-MAY _____ ,20 09 25-AUG _____ ,20 09 _____ ,20	\$ 1497 \$ 1497 \$ 0
(ix) Federal Unsubsidized Stafford LOAN (\$ 3889 Less Fees):	\$ 3811	26-MAY _____ ,20 09 25-AUG _____ ,20 09 _____ ,20	\$ 1906 \$ 1905 \$ 0
(x) Federal PLUS LOAN: (\$ 0 Less Fees):	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xi) Bank LOAN: ELFCU	\$ 0	26-JUN _____ ,20 09 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xii) Academic Competitiveness Grant:	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xiii) SMART Grant:	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xiv) Family Supplemental Educational Opportunity Grant:	\$ 0	_____ ,20	\$ 0
(xv) Other: SELECT ONE	\$ 0		
(xvi) Other: Renewal of Carryforward Temporary Credit:	\$ 0		
(xvii) Other: New Temporary Credit	\$ 11165		
(xviii) Other: SELECT ONE	\$ 0		
(xix) Other: SELECT ONE	\$ 0		
TOTAL:	\$ 17970		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit and New Temporary Credit specified above in Section 1(b) (ii), (iii), (xvi), and (xvii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost Student.	AMOUNT FINANCED ^c The amount of credit the School will provide to Student.	TOTAL OF PAYMENTS ^c The amount Student will have paid after Student has made all payments as scheduled.	TOTAL SALE PRICE ^c The total cost of Student's purchase on credit including Student's down payment of \$ 0.
0%	\$0	\$ 11165	\$ 11165	\$ 17970

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
2	\$ 0	(<input checked="" type="checkbox"/>) Quarterly or (<input type="checkbox"/>) Monthly (check applicable period) beginning on 06 08 20 09 and on the first day of each subsequent installment period.
1	\$ 11165	On 11 08 20 09

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty.

See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"c" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit, and New Temporary Credit in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the estimated SMYRPB funds specified above in Subsection 1(b)(vi) are contingent on and subject to the School's receipt of the estimated VAYRPB funds specified above in Subsection 1(b)(v), such that (I) the amount of the SMYRPB funds will equal the amount of the VAYRPB funds that the School actually receives and (II) if the School does not receive the VAYRPB funds specified above in Subsection 1(b)(v) or any portion thereof for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive benefits, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full, on the first day of the following installment period, an amount equal to the amount of such deficient VAYRPB and SMYRPB funding; (c) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (d) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (e) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (f) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.

ENROLLMENT AGREEMENT

Student No. (b) (6)

Please read this Agreement before signing it. (See the Notice to Buyer Section below.)

(b) (6)

Student's Name: (b) (6) Telephone: (b) (6)
Student's Street Address: (b) (6) City: EASTPOINTE State: MI Zip: 48021

This Enrollment Agreement ("Agreement") is entered into as of the date specified in the Acceptance Section below, by and between ITT Technical Institute ("School") and the student whose name appears above at "Student's Name" ("Student") and the parent or guardian, if any, who signs this Agreement as financial sponsor under the Co-Signor Obligation for Minors Section and Student Section below.

1. ENROLLMENT: Student is enrolled into the program of study offered by the School indicated below ("Program"). The terms and provisions of this Agreement govern Student's enrollment in the Program.

- Business Administration (A.A.S. Degree) 96 Credit Hours
Computer and Electronics Engineering Technology (A.A.S. Degree) * 96 Credit Hours
Computer Drafting and Design (A.A.S. Degree) * 96 Credit Hours
Construction Management (B.S. Degree)** 180 Credit Hours
Criminal Justice (B.S. Degree) * 180 Credit Hours
Criminal Justice (A.A.S. Degree) * 96 Credit Hours
Digital Entertainment and Game Design (B.S. Degree)** 180 Credit Hours
Electronics and Communications Engineering Technology (B.S. Degree)** 180 Credit Hours
Information Systems Security (B.S. Degree)** 180 Credit Hours
Information Technology (A.A.S. Degree) 96 Credit Hours
Computer Network Systems Option
Multimedia Option
Software Applications and Programming Option
Web Development Option
Paralegal Studies (A.A.S. Degree) 96 Credit Hours
Project Management (B.S. Degree)** 180 Credit Hours
Software Applications Development (B.S. Degree) 180 Credit Hours
Software Development Technology (A.A.S. Degree) 96 Credit Hours
Technical Project Management (B.S. Degree)** 180 Credit Hours
Visual Communications (A.A.S. Degree) * 96 Credit Hours

*Student must obtain the tools required by the School for his or her use in one or more Program courses. (See the Tools Section below for explanation.)

**Student must obtain the tools required by the School for his or her use in certain Program courses that Student may register to take to satisfy the Unspecified Core course requirements of the Program. (See the Tools Section below for explanation.)

Student will begin attending Program courses during the Quarter starting on 12 / 07 / 2009 (Month) (Day) (Year)

Instruction Site(s) for courses taught in residence: The campus facility located at 1522 E. Big Beaver Road, Troy, Michigan 48083, or 22500 Metropolitan Parkway, Suite L100, Clinton Township, Michigan 48035, or as otherwise specified on Student's "Class Schedule" (as defined in the Class Schedule Section below).

2. PROGRAM COST: The estimated total cost for the Program is as follows:

Table with 2 columns: Description and Amount. Rows include Academic Fee (\$200), Estimated Tuition (\$468 per credit hour for 180 credit hours = \$84240), Estimated cost of tools (\$150), Administrative Fee (\$100.00), and ESTIMATED TOTAL PROGRAM COST (\$84690).

- (1) This is an estimated amount, because: (a) the estimated number of credit hours in the Program course(s) that Student takes while enrolled in the Program may differ from the actual number of credit hours in these courses; (b) the amount of tuition per credit hour charged for Program courses is expected to increase, as explained in the Tuition Section below, and the estimated tuition per credit hour shown in this Section has not been adjusted to reflect such increase(s); (c) the Program course(s) that Student is expected to take while enrolled in the Program may differ from the Program course(s) that Student actually takes; (d) the pace at which Student takes and satisfactorily completes the Program courses will determine the number of Quarters that Student is enrolled in the Program and the total cost of the Program to Student; (e) the number of Program courses that Student must satisfactorily complete to graduate from the Program will depend on Student's previous postsecondary education and experience; and (f) the courses in the Program and the number of credit hours in any Program course and/or the Program may change. (2) This is an estimated amount based on the cost of the tools required for certain Program courses, if Student purchases those tools from the School. The actual cost of those tools could be higher or lower than the estimated cost, and is subject to change by the School at any time. (3) Student is not obligated to pay the Administrative Fee, until his or her enrollment in the Program terminates, as explained in the Fees Section below. (4) This is an estimated amount, because of the variables described in footnotes (1) and (2) above.

3. CATALOG: Student agrees to all terms of the School catalog, as revised and amended from time to time by the School ("Catalog"). The Catalog contains, among other things, information about the School, the Program and the Program courses. Prior to Student signing this Agreement, the School has given Student a copy of the current Catalog. (See the Acknowledgment Section below.) All terms of the Catalog are incorporated in this Agreement and made a part of this Agreement as if they were originally and fully set forth in this Agreement, and the Catalog constitutes an addendum to this Agreement. If any terms of the Catalog conflict with any terms of this Agreement, the terms of this Agreement will control in determining the agreement between Student and the School.

4. **TUITION:** The tuition for each Program course is determined by multiplying the tuition per credit hour by the number of credit hours in the Program course as specified in the Program Outline contained in the Catalog. The tuition for each Quarter is determined by multiplying the tuition per credit hour by the total number of credit hours in all of the Program courses that Student is registered to take during the Quarter. On the first day of each Quarter, Student will pay the School the tuition for all of the credit hours in all of the Program courses that Student is registered to take that Quarter. The School may, at any time and from time to time in its discretion, increase the tuition per credit hour charged to Student for Program courses by publishing the higher tuition per credit hour in the Catalog at least 60 days before the effective date of the increase. Student will pay the School the higher tuition per credit hour with respect to any Program course that Student is registered to take that begins after the effective date of the increase. Student can expect the School to increase, at least once during any calendar year, the tuition per credit hour charged for Program courses.
5. **FEES:** Student will pay the School the Academic Fee shown in the Program Cost Section above on Student's first day of recorded attendance in any Program course. Student will pay the School the Administrative Fee shown in the Program Cost Section above immediately upon the termination of Student's enrollment in the Program, regardless of the reason for the termination (including, but not limited to, any termination of enrollment resulting from Student's graduation, withdrawal, failure to make satisfactory academic progress or violation of the Conduct section of the Catalog).
6. **TOOLS:** The actual use of and instruction regarding the tools in any Program course may vary depending on the Program course and any changes to the course, the faculty member teaching the Program course and Student's progress in the Program course. If the Enrollment Section above specifies that Student must obtain tools for use in one or more Program courses that Student is registered to take in any Quarter ("Tools"), Student must obtain the Tools at his or her own expense. Student is not obligated to purchase any Tools from the School. Any Tools that Student purchases from the School are unreturnable and the cost is nonrefundable. Student will pay the School the cost of any Tools that Student purchases from the School, upon Student's receipt of those Tools.
7. **ALTERNATIVE PAYMENT ARRANGEMENT:** If Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required Tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program, the School may, in its discretion, agree in writing to a different payment arrangement as expressly provided in a Cost Summary and Payment Addendum to this Agreement.
8. **CLASS SCHEDULE:** The Catalog contains important information about:
- how and when the School will notify Student of the Program course(s) he or she has been registered by the School to take in each Quarter, the manner in which each Program course will be taught, and the meeting days, times and instruction site of the class periods in each Program course taught in residence ("Class Schedule");
 - how and when the School may:
 - change the start date of a Quarter;
 - assign Student a new Class Schedule for a Quarter;
 - cancel a Program;
 - merge or divide Student's class taking any Program course into other classes;
 - change the times and/or meeting days of Student's class periods;
 - change the instruction site of Student's class periods; and/or
 - cancel any Program course;
 - the results of those actions by the School; and
 - the steps Student must take in order to modify his or her Class Schedule for any Quarter or cancel his or her registration for a Program course, including any limitations related to those actions by the Student.
9. **CURRICULUM:** The School may, at any time in its discretion, vary the offering and/or sequence of Program courses, revise the curriculum content of the Program or any Program course and change the number of credit hours in the Program or in any Program course.
10. **QUARTER:** The dates each Quarter begins and ends are specified in the Student Calendar contained in the Catalog.
11. **CAREER SERVICES:** The School does not represent, promise or guarantee that Student or any other student will obtain employment. Student will not consider any employment information or career service provided by the School to Student as an express or implied:
- guarantee or promise of employment;
 - likelihood of employment;
 - indication of the level of employment or compensation Student or graduates of the Program may expect; or
 - indication of the types or job titles of positions for which Student or graduates may qualify.
12. **REPEAT:** If Student repeats any Program course(s), Student must pay all of the then current tuition and fees applicable to such Program course(s).
13. **CANCELLATION AND REFUND REQUESTS:** Any cancellation or refund request by Student must be made in writing and mailed to: Director, ITT Technical Institute, at the address at the bottom of this page. If Student is a minor, however, the request must be made by his or her parent or guardian.
14. **CANCELLATION:** Student's enrollment in the Program will be canceled and all monies received by the School from or with respect to Student under this Agreement will be returned to the appropriate party(ies) within 30 days, if:
- Student notifies the School that Student has canceled this Agreement
 - within 3 business days following the date Student signs this Agreement, or

- before Student's first day of recorded attendance in any Program course, whichever occurs last; or

(b) the School cancels the Program.

15. REFUND:

(a) If, during the first Quarter that Student is enrolled in the Program, Student withdraws or is terminated from:

(1) any Program course during any of the following specified calendar weeks of the Quarter, Student will be obligated to the School for

- the entire cost of any Tools purchased by Student from the School for use in that Program course, and
- the following corresponding percentage of the tuition for that Program course; and

CALENDAR WEEK OF THE QUARTER	PERCENTAGE OF THE TUITION
1 st	10%
2 nd	20%
3 rd	50%
After the 3 rd	100%

(2) the Program during any of the following specified calendar weeks of the Quarter, Student will also be obligated to the School for the following corresponding percentage of

- any Academic Fee charged to Student in that Quarter, and
- the Administrative Fee.

CALENDAR WEEK OF THE QUARTER	PERCENTAGE OF ANY ACADEMIC FEE AND THE ADMINISTRATIVE FEE
1 st	10%
2 nd	20%
3 rd	50%
After the 3 rd	100%

(b) If, during any Quarter that Student is enrolled in the Program (other than the first Quarter), Student withdraws or is terminated from:

(1) any Program course during any of the following specified calendar weeks of the Quarter, Student will be obligated to the School for

- the entire cost of any Tools purchased by Student from the School for use in that Program course, and
- the following corresponding percentage of the tuition for that Program course; and

CALENDAR WEEK OF THE QUARTER	PERCENTAGE OF THE TUITION
1 st	10%
2 nd	20%
3 rd	50%
After the 3 rd	100%

(2) the Program during any of the following specified calendar weeks of the Quarter, Student will also be obligated to the School for the following corresponding percentage of

- any Academic Fee charged to Student in that Quarter, and
- the Administrative Fee.

CALENDAR WEEK OF THE QUARTER	PERCENTAGE OF ANY ACADEMIC FEE AND THE ADMINISTRATIVE FEE
1 st	10%
2 nd	20%
3 rd	50%
After the 3 rd	100%

(c) Student's withdrawal or termination date for purposes of calculating any refund due under this Section will be Student's last date of recorded attendance in a Program course.

(d) Notwithstanding anything to the contrary above in this Section, if Student withdraws or is terminated from any Program course or the Program during any Quarter, Student will remain obligated to the School for:

- all of the tuition, fees, cost of any Tools and cost of any other supplies owed to the School for any previous attendance by Student at the School; and
- all other amounts owed to the School under this Agreement (including any addenda to this Agreement) and/or any other agreement between Student and the School.

(e) If, at the time Student withdraws or is terminated from any Program course or the Program, the School has received any monies for tuition, the Academic Fee, the Administrative Fee or any Tools from or on behalf of Student in excess of Student's obligation for those items as provided in this Section, the School will refund such excess to the appropriate party(ies) as specified below in this Section.

(f) Any refund required under this Section will be paid first to eliminate any outstanding balances for any student financial aid received by or with respect to Student in the following order and priority (unless applicable law requires otherwise) and within the time period prescribed by law:

- | | | |
|--|---|--|
| 1 st : private or institutional student loans; | 5 th : unsubsidized Federal Direct Stafford loans; | 9 th : Federal Direct PLUS loans; |
| 2 nd : private or institutional parental loans; | 6 th : subsidized Federal Direct Stafford loans; | 10 th : state student loans; and |
| 3 rd : unsubsidized Federal Stafford loans; | 7 th : Federal PLUS loans; | 11 th : State Parental Loans; |
| 4 th : subsidized Federal Stafford loans; | 8 th : Federal PLUS loans; | |

(g) The School will pay Student any refund remaining after all outstanding balances specified in Item (f) immediately above in this Section are eliminated, within 30 days following:

- (1) Student's last date of recorded attendance in a Program course, if the School terminated Student from the Program course or the Program;
- (2) the latter of
 - Student's last date of recorded attendance in a Program course,
 - the date that the School received Student's written notice of withdrawal from a Program course or the Program, or
 - the withdrawal date from a Program course or the Program specified in Student's written notice of withdrawal received by the School,
 if Student withdrew from the Program course or the Program and the School received Student's written notice of withdrawal; or
- (3) the 22nd consecutive calendar day after Student's last date of recorded attendance in a Program course, if Student withdrew from the Program course or the Program and such calendar day occurred before any applicable date in Item (2) immediately above in this Section.

16. RETURN OF FEDERAL FINANCIAL AID: If Student withdraws or is terminated from the Program, depending on when his or her withdrawal or termination occurs during the Quarter, Student and/or his or her parent(s) may be ineligible to use a portion of any federal student financial aid awarded to Student and/or his or her parent(s) for use in that Quarter.

- (a) If Student's withdrawal or termination from the Program occurs:
 - within the first 60% of the Quarter, the amount of federal student financial aid awarded for use in that Quarter that Student and/or his or her parents may use is a proportional calculation based on the percentage of the Quarter that has elapsed as of Student's withdrawal or termination date; or
 - after the first 60% of the Quarter, Student and/or his or her parents may use 100% of the federal student financial aid awarded for use in that Quarter.
- (b) If Student and/or his or her parent(s) are ineligible to use a portion of any federal student financial aid remitted to the School to satisfy Student's obligation for tuition, fees or other costs of Student's education:
 - federal law requires the School to return to the appropriate party(ies) such unusable aid;
 - the School will advise Student of the amount of such unusable aid returned by the School; and
 - Student will be liable for an amount equal to the portion of such unusable aid for which Student is obligated to the School under the Refund Section above, and will immediately pay that amount to the School in full.
- (c) If Student and/or his or her parent(s) are ineligible to use a portion of any federal student financial aid received by Student and/or the parent(s) and not remitted to the School:
 - federal law requires Student and/or the parent(s) to repay to the appropriate party(ies) such unusable aid; and
 - the School will advise Student and/or the parent(s) of the amount of such unusable aid.
- (d) Any return or repayment of unusable federal student financial aid required under this Section will be paid first to eliminate any outstanding balances for any federal student financial aid received by or with respect to Student in the following order and priority and within the time period prescribed by law:

- | | | |
|---|--|---|
| 1 st : unsubsidized Federal Stafford loans; | 5 th : Federal PLUS loans; | 9 th : Federal Cal Grant/Competitiveness Grants; |
| 2 nd : subsidized Federal Stafford loans; | 6 th : Federal PLUS loans; | 10 th : Federal National Science and Mathematics Access to Retain Talent Grants; and |
| 3 rd : unsubsidized Federal Direct Stafford loans; | 7 th : Federal Direct PLUS loans; | 11 th : State Parental Loans; |
| 4 th : subsidized Federal Direct Stafford loans; | 8 th : Federal Pell Grants; | |

17. DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO ANY SERVICE OR PRODUCT FURNISHED BY THE SCHOOL TO STUDENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. THE SCHOOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

18. LIMITATION OF LIABILITY: IN NO EVENT WILL STUDENT OR THE SCHOOL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) OR EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE SCHOOL'S

MAXIMUM LIABILITY TO STUDENT FOR ALL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING ANY AMENDMENTS OR ADDENDA TO THIS AGREEMENT) OR THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE LESSER OF: (a) THE ACTUAL DIRECT DAMAGES INCURRED BY STUDENT THAT WERE CAUSED BY THE SPECIFIC SERVICE OR PRODUCT PROVIDED BY THE SCHOOL UNDER THIS AGREEMENT THAT IS THE SUBJECT OF STUDENT'S COMPLAINT; OR (b) THE AMOUNT OF TUITION, FEES AND/OR COST OF ANY TOOLS RECEIVED BY THE SCHOOL FROM OR ON BEHALF OF STUDENT FOR THE SPECIFIC SERVICE OR PRODUCT PROVIDED BY THE SCHOOL UNDER THIS AGREEMENT THAT DIRECTLY CAUSED SUCH DAMAGE. Notwithstanding anything to the contrary above in this Section, if any limitation of liability conflicts with the substantive law governing this Agreement, the substantive law with respect to such limitation will control. The provisions of this Agreement allocate risks between Student and the School. The amount of tuition and fees and the cost of any Tools for the Program reflect this allocation of risk and the limitation of liability specified in this Section.

19. RESOLUTION OF DISPUTES: The following procedure shall apply to the resolution of any dispute arising out of or in any way related to this Agreement, any amendments or addenda to this Agreement, or the subject matter of this Agreement, including, without limitation, any statutory, tort, contract or equity claim (individually and collectively, the "Dispute"):

- (a) The parties are encouraged to make an initial attempt, in good faith, to resolve the Dispute pursuant to the School's Student Complaint/Grievance Procedure contained in the Catalog or through other informal means.
- (b) If the Dispute is not resolved pursuant to the School's Student Complaint/Grievance Procedure or through other informal means, then the Dispute will be resolved by binding arbitration between the parties. Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination. Both Student and the School agree that this Agreement involves interstate commerce and that the enforceability of this Section will be governed, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. §1-9. The arbitration between Student and the School will be administered by the American Arbitration Association ("AAA") or, in the event the AAA declines or is unable to administer the arbitration, by an arbitration forum or arbitrator that Student and the School mutually agree upon. If, after making a reasonable effort, Student and the School are unable to agree upon an arbitration forum or arbitrator, a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the AAA's Commercial Arbitration Rules ("Commercial Rules") and, when deemed appropriate by the arbitration forum or arbitrator, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Consumer Procedures"), or the appropriate rules of any alternative arbitration forum selected by Student and the School or appointed by a court, subject to the following modifications:

- (1) The arbitration will be conducted before a single arbitrator who will be a former federal or state court judge and will have at least 10 years of experience in the resolution of civil disputes.
- (2) The site of the arbitration will be the city in which the School is located.
- (3) The substantive law which will govern the interpretation of this Agreement and the resolution of the Dispute will be the law of the state where the School is located.
- (4) The scope of the arbitration will be limited to the Dispute between Student and the School. In the arbitration between Student and the School:
 - no claims of any other person will be consolidated into the arbitration;
 - no claims will be made on behalf of any class of persons; and
 - no representative actions of any kind are permitted.
- (5) The parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be appropriate to allow for a fair hearing, taking into consideration the claims involved and the expedited nature of arbitration.
- (6) The School will pay the amount of any arbitration costs and fees charged to Student under the Commercial Rules or Consumer Procedures that exceed the costs and fees that Student would incur if Student filed a similar action in a court having proper jurisdiction.
- (7) In any of the following arbitration-related proceedings, the prevailing party will be entitled to recover its reasonable attorneys' fees:
 - any motion which any party is required to make in the courts to compel arbitration of a Dispute; or
 - any challenge to the arbitration award, whether to the arbitrator or the courts, for the purpose of vacating, modifying or correcting the award.
- (8) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential. The parties will have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.
- (9) If any provision of this Resolution of Disputes Section or its application is invalid or unenforceable, that provision will be severed from the remainder of this Section and the remainder of this Section will be binding and enforceable.

The Commercial Rules, Consumer Procedures and other information regarding the AAA's arbitration procedures are available from the AAA, which can be contacted by mail at 1633 Broadway, 10th Floor, New York, New York 10019, by telephone at (800) 778-7879 or through its Web site at www.adr.org.

20. LIMITATION OF ACTION: All arbitration claims must be filed within two years after the date on which the incident giving rise to the Dispute occurred; provided that, if the substantive law applicable to the arbitration prohibits the parties from agreeing to this limitations period, then the limitations period under the applicable substantive law shall control. The failure of a party to file an arbitration claim within the applicable limitations period shall constitute a waiver by that party of its right to bring such a claim, and the arbitrator shall have no jurisdiction to hear any claim not filed within such period.

21. **ENTIRE AGREEMENT:** This Agreement, including the Catalog and all other addenda to this Agreement that are in writing and signed by Student and the School, is the entire understanding and agreement between Student and the School with respect to the subject matter of this Agreement, and this Agreement supersedes all prior agreements, understandings, negotiations and discussions between Student and the School, whether oral or written. This Agreement cannot be amended or supplemented, except by a written instrument signed by Student and the School. If any provision of this Agreement or its application is invalid or unenforceable, the remainder of this Agreement will not be impaired or affected and will remain binding and enforceable.

22. **NOTICE TO BUYER:**

- (a) Do not sign this Agreement before you read it or if it contains blank spaces.
- (b) You are entitled to a copy of this Agreement at the time you sign it. Keep this Agreement to protect your legal rights.
- (c) ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT TO THIS AGREEMENT OR WITH THE PROCEEDS OF THIS AGREEMENT. RECOVERY UNDER THIS AGREEMENT BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR UNDER THIS AGREEMENT.
- (d) Under the law, you have the right, among others, to pay in advance the full amount due and obtain under certain conditions, a partial refund of the finance charge.
- (e) THIS AGREEMENT REQUIRES BINDING ARBITRATION OF DISPUTES.

23. **BUYER'S RIGHT TO CANCEL:** You, the buyer, may cancel this Agreement within the time period specified in Item (a) in the Cancellation Section above. See also the Cancellation and Refund Requests Section above for an explanation of this right.

24. **ACKNOWLEDGMENT:** STUDENT ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED A COPY OF THE CURRENT SCHOOL CATALOG AND A TRUE EXECUTED COPY OF THIS AGREEMENT.

25. **CO-SIGNOR OBLIGATION FOR MINORS:** If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Agreement as financial sponsor, and such signature will bind such persons to all the terms of this Agreement, upon acceptance, either electronically or in ink, by the School.

26. **STUDENT:** I certify that all information about me is accurate and that I have read and understand all of the pages and terms of this Agreement and will abide by, be bound by and be subject to its terms. I have kept a copy of this Agreement with all appropriate blanks completed. This Agreement is a legally binding instrument when it is signed, either electronically or in ink, by Student and accepted, either electronically or in ink, by the School.

(b) (6)

_____ Student's Signature (b) (6)	10/31/09 _____ Date	_____ Parent or Guardian Signature	_____ Date
Printed Name: _____		Printed Name: _____	

27. **ACCEPTANCE:** This Agreement is hereby accepted by the School.

ITT TECHNICAL INSTITUTE
(b) (6)

By: _____
Signature of School Official

10/31/2009

Date

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between ITT Technical Institute ("School") and (b) (6) _____ ("Student") on 10 31 20 09 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

- Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:		Disbursement Dates	Disbursement Amounts
	9 10 11 Quarters	12 12 12 Credit Hrs.		
(a) Student's Program Cost Summary for the Specified Period:	12 /07 /09 through 09 /04 /10			
(i) Academic Fee:	\$ 0			
(ii) Tuition: 24 credits x \$ 493	\$ 11832			
(iii) Tuition: 12 credits x \$ 468	\$ 5616			
(iv) Administrative Fee:	\$ 0			
(v) ESTIMATED Cost of Tools:	\$ 0			
(vi) Other: BAL FWRD TC	\$ 11065			
(vii) Other:	\$ 0			
(viii) Other:	\$ 0			
(ix) Other:	\$ 0			
TOTAL:	\$ 28513			
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:				
(i) Cash Received to Date:	\$ 0			
(ii) Student/Parent Cash Payment:	\$ 0			
(iii) Student VA Payment:	\$ 0			

(iv) VA Chapter 33 Benefit:	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(v) VA Yellow Ribbon Program Benefit ("VAYRPB"):	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(vi) School Matching VA Yellow Ribbon Program Benefit ("SMYRPB"):	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(vii) Federal Pell Grant:	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(viii) Federal Subsidized Stafford LOAN (\$ 5500 Less Fees):	\$ 5417	24-NOV 20 09 02-MAR 20 10 01-JUN 20 10	\$ 1806 \$ 1806 \$ 1805
(ix) Federal Unsubsidized Stafford LOAN (\$ 7000 Less Fees):	\$ 6895	24-NOV 20 09 02-MAR 20 10 01-JUN 20 10	\$ 2299 \$ 2298 \$ 2298
(x) Federal PLUS LOAN: (\$ 0 Less Fees):	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xi) Bank LOAN: _____	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xii) Academic Competitiveness Grant:	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xiii) SMART Grant:	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xiv) Family Supplemental Educational Opportunity Grant:	\$ 0	_____ 20 _____	\$ 0
(xv) Other: <u>SELECT ONE</u>	\$ 0		
(xvi) Other: <u>Renewal of Carryforward Temporary Credit</u>	\$ 0		
(xvii) Other: <u>New Temporary Credit</u>	\$ 16201		
(xviii) Other: <u>SELECT ONE</u>	\$ 0		
(xix) Other: <u>SELECT ONE</u>	\$ 0		
TOTAL:	\$ 28513		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit and New Temporary Credit specified above in Section 1(b) (ii), (iii), (xvi), and (xvii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost Student. \$0	AMOUNT FINANCED ^c The amount of credit the School will provide to Student. \$ 16201	TOTAL OF PAYMENTS ^c The amount Student will have paid after Student has made all payments as scheduled: \$ 16201	TOTAL SALE PRICE ^a The total cost of Student's purchase on credit including Student's down payment of \$ 0 \$ 28513
--	--	--	---	--

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
	\$ 0	() Quarterly or () Monthly (check applicable period) beginning on _____, 20____ and on the first day of each subsequent installment period.
1	\$ 16201	On <u>09</u> <u>07</u> , 20 <u>10</u>

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty.

See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"e" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit, and New Temporary Credit in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the estimated SMYRPB funds specified above in Subsection 1(b)(vi) are contingent on and subject to the School's receipt of the estimated VAYRPB funds specified above in Subsection 1(b)(v), such that (I) the amount of the SMYRPB funds will equal the amount of the VAYRPB funds that the School actually receives and (II) if the School does not receive the VAYRPB funds specified above in Subsection 1(b)(v) or any portion thereof for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive benefits, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full, on the first day of the following installment period, an amount equal to the amount of such deficient VAYRPB and SMYRPB funding; (c) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (d) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (e) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (f) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.

5. Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.
6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the 31st day of October, 2009

ITT TECHNICAL INSTITUTE
(b) (6)

By: _____

Title: FAO

(b) (6)

(Student Signature)

(b) (6)
[Print Name: _____]

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

(Co-signor's Signature)

[Print Name: _____]

Student No. 06719735

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between IIT Technical Institute ("School") and (b) (6) ("Student") on 04 05, 2010 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

1. Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:		Disbursement Dates	Disbursement Amounts
	9 10 11 Quarters	12 12 12 Credit Hrs.		
(a) Student's Program Cost Summary for the Specified Period:	12 /07 /09 through 09 /04 /10			
(i) Academic Fee:	\$ 0			
(ii) Tuition: <u>24</u> credits x \$ <u>493</u>	\$ 11832			
(iii) Tuition: <u>12</u> credits x \$ <u>468</u>	\$ 5616			
(iv) Administrative Fee:	\$ 0			
(v) ESTIMATED Cost of Tools:	\$ 0			
(vi) Other: BALANCE FWRD TC	\$ 11065			
(vii) Other:	\$ 0			
(viii) Other:	\$ 0			
(ix) Other:	\$ 0			
TOTAL:	\$ 28513			
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:				
(i) Cash Received to Date:	\$ 0			
(ii) Student/Parent Cash Payment:	\$ 0			
(iii) Student VA Payment:	\$ 0			

(iv) VA Chapter 33 Benefit:	\$.00	_____ 20 _____ 20 _____ 20	\$ 0 \$ 0 \$ 0
(v) VA Yellow Ribbon Program Benefit ("VAYRPB"):	\$.00	_____ 20 _____ 20 _____ 20	\$ 0 \$ 0 \$ 0
(vi) School Matching VA Yellow Ribbon Program Benefit ("SMYRPB"):	\$.00	_____ 20 _____ 20 _____ 20	\$ 0 \$ 0 \$ 0
(vii) Federal Pell Grant:	\$ 1850	_____ 20 _____ 20 14-JUN 20 10	\$ 0 \$ 0 \$ 1850
(viii) Federal Subsidized Stafford LOAN (\$ 5500 Less Fees):	\$ 5417	24-NOV 20 09 02-MAR 20 10 01-JUN 20 10	\$ 1806 \$ 1806 \$ 1805
(ix) Federal Unsubsidized Stafford LOAN (\$ 7000 Less Fees):	\$ 6895	24-NOV 20 09 02-MAR 20 10 01-JUN 20 10	\$ 2299 \$ 2298 \$ 2298
(x) Federal PLUS LOAN: (\$ 0 Less Fees):	\$ 0	_____ 20 _____ 20 _____ 20	\$ 0 \$ 0 \$ 0
(xi) Bank LOAN: PEAKS	\$ 14351	30-NOV 20 09 _____ 20 _____ 20	\$ 14351 \$ 0 \$ 0
(xii) Academic Competitiveness Grant:	\$ 0	_____ 20 _____ 20 _____ 20	\$ 0 \$ 0 \$ 0
(xiii) SMART Grant:	\$ 0	_____ 20 _____ 20 _____ 20	\$ 0 \$ 0 \$ 0
(xiv) Family Supplemental Educational Opportunity Grant:	\$ 0	_____ 20	\$ 0
(xv) Other: SELECT ONE	\$ 0		
(xvi) Other: Renewal of Carryforward Temporary Credit	\$ 0		
(xvii) Other: New Temporary Credit	\$ 0		
(xviii) Other: SELECT ONE	\$ 0		
(xix) Other: SELECT ONE	\$ 0		
TOTAL:	\$ 28513		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit and New Temporary Credit specified above in Section 1(b) (ii), (iii), (xvi), and (xvii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost Student. \$0	AMOUNT FINANCED ^e The amount of credit the School will provide to Student. \$0	TOTAL OF PAYMENTS ^e The amount Student will have paid after Student has made all payments as scheduled: \$0	TOTAL SALE PRICE ^e The total cost of Student's purchase on credit including Student's down payment of \$0. \$ 28513
--	--	---	--	--

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
	\$ 0	() Quarterly or () Monthly (check applicable period) beginning on _____, 20____ and on the first day of each subsequent installment period.
	\$ 0	On _____, 20____

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty.

See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"e" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit, and New Temporary Credit in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the estimated SMYRPB funds specified above in Subsection 1(b)(vi) are contingent on and subject to the School's receipt of the estimated VAYRPB funds specified above in Subsection 1(b)(v), such that (I) the amount of the SMYRPB funds will equal the amount of the VAYRPB funds that the School actually receives and (II) if the School does not receive the VAYRPB funds specified above in Subsection 1(b)(v) or any portion thereof for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive benefits, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full, on the first day of the following installment period, an amount equal to the amount of such deficient VAYRPB and SMYRPB funding; (c) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (d) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (e) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (f) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.

5. Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.
6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the _____ day of _____, 20__.

ITT TECHNICAL INSTITUTE

By: SUSANNE C. KEMMLER 5812095183569937ACUG46J0483A36E 2010-05-10

Title: FAA
 (b) (6)

(Student Signature)
 (b) (6)

[Print Name: _____]

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

 (Co-signor's Signature)

[Print Name: _____]

Student No. (b) (6) _____

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between ITT Technical Institute ("School") and (b) (6) _____ ("Student") on 06 28 20 10 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

1. Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:		Disbursement Dates	Disbursement Amounts
	1 7 3 Quarters	12 12 12 Credit Hrs.		
(a) Student's Program Cost Summary for the Specified Period:	09 /13 /10 through 06 /05 /11			
(i) Academic Fee:	\$ 0			
(ii) Tuition: 24 credits x \$ 493	\$ 11832			
(iii) Tuition: 12 credits x \$ 518	\$ 6216			
(iv) Administrative Fee:	\$ 0			
(v) ESTIMATED Cost of Tools:	\$ 0			
(vi) Other: _____	\$ 0			
(vii) Other: _____	\$ 0			
(viii) Other: _____	\$ 0			
(ix) Other: _____	\$ 0			
TOTAL:	\$ 18048			
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:				
(i) Cash Received to Date:	\$ 55			
(ii) Student/Parent Cash Payment:	\$ 0			
(iii) Student VA Payment:	\$ 0			

(iv) VA Chapter 33 Benefit:	\$.00	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$.00 \$.00 \$.00
(v) VA Yellow Ribbon Program Benefit ("VAYRPB"):	\$.00	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$.00 \$.00 \$.00
(vi) School Matching VA Yellow Ribbon Program Benefit ("SMYRPB"):	\$.00	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$.00 \$.00 \$.00
(vii) Federal Pell Grant:	\$ 5550	13-Sep 20 10 06-Dec 20 10 14-Mar 20 11	\$ 1850 \$ 1850 \$ 1850
(viii) Federal Subsidized Stafford LOAN (\$ 0 Less Fees):	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(ix) Federal Unsubsidized Stafford LOAN (\$ 12500 Less Fees):	\$ 12440	03-Sep 20 10 26-Nov 20 10 04-Mar 20 11	\$ 4147 \$ 4147 \$ 4146
(x) Federal PLUS LOAN: (\$ 0 Less Fees):	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xi) Bank LOAN: OTHER	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xii) Academic Competitiveness Grant:	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xiii) SMART Grant:	\$ 0	_____ 20 _____ _____ 20 _____ _____ 20 _____	\$ 0 \$ 0 \$ 0
(xiv) Family Supplemental Educational Opportunity Grant:	\$ 0	_____ 20 _____	\$ 0
(xv) Other: _____	\$ 0	[REDACTED]	
(xvi) Other: <u>Renewal of Carryforward Temporary Credit</u>	\$ 0		
(xvii) Other: <u>New Temporary Credit</u>	\$ 0		
(xviii) Other: _____	\$ 0		
(xix) Other: _____	\$ 0		
TOTAL:	\$ 18045		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit and New Temporary Credit specified above in Section 1(b) (ii), (iii), (xvi), and (xvii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate. 0%	FINANCE CHARGE The dollar amount the credit will cost Student. \$0	AMOUNT FINANCED ^e The amount of credit the School will provide to Student. \$0	TOTAL OF PAYMENTS ^e The amount Student will have paid after Student has made all payments as scheduled. \$0	TOTAL SALE PRICE ^e The total cost of Student's purchase on credit including Student's down payment of \$ 55. \$ 18048
--	--	---	--	--

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
	\$ 0	() Quarterly or () Monthly (check applicable period) beginning on _____, 20____ and on the first day of each subsequent installment period.
	\$ 0	On _____, 20____

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty.

See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

"e" means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if those tools are purchased from the School; and (d) an assumption that Student will, or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment, Renewal of Carryforward Temporary Credit, and New Temporary Credit in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the estimated SMYRPB funds specified above in Subsection 1(b)(vi) are contingent on and subject to the School's receipt of the estimated VAYRPB funds specified above in Subsection 1(b)(v), such that (I) the amount of the SMYRPB funds will equal the amount of the VAYRPB funds that the School actually receives and (II) if the School does not receive the VAYRPB funds specified above in Subsection 1(b)(v) or any portion thereof for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive benefits, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full, on the first day of the following installment period, an amount equal to the amount of such deficient VAYRPB and SMYRPB funding; (c) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (d) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (e) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (f) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (I) credit granted to Student by any lender or other third party and (II) state or federal financial aid that Student may receive.

5. Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.
6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the 28 day of JUNE, 2010.

IIT TECHNICAL INSTITUTE

By: Sue Kennerly B023B8EF70C7AC24E3520EF1481450ED 6/28/2010

Title: FAC

(b) (6)
(Student Signature)

[Print Name: (b) (6)]

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record.

This notice is not the contract that makes you liable for the debt.

(Co-signor's Signature)

[Print Name: _____]

Fin. aid.

Student No. (b) (6) _____

COST SUMMARY AND PAYMENT ADDENDUM TO ENROLLMENT AGREEMENT

This Addendum is made to that certain Enrollment Agreement entered into by and between ITT Technical Institute ("School") and (b) (6) ("Student") on 03 23 20 11 ("Agreement").

RECITAL: Student is enrolled in the Program. The Agreement provides that the School may agree in writing to a different payment arrangement, if Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program. Student is unable to pay the School, on or before the applicable due dates, all of the tuition, applicable fees and/or cost of any required tools purchased from the School that are or may become owed by Student to the School with respect to Student's enrollment in the Program during the Specified Period indicated below, and Student desires to enter into a different arrangement with the School for payment to the School of certain amounts that are or may become owed by Student to the School under the Agreement during the Specified Period in accordance with and pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Student and the School agree as follows:

- Based on Student's representations to the School regarding the Program Courses that Student intends to take during the Specified Period, and assuming that Student's enrollment in the Program during the Specified Period will not be interrupted and that Student will not take any Program courses during the Specified Period that, in total, contain more or less credit hours than the numbers indicated below, the following is (I) Student's Program cost summary for the Specified Period, and (II) the ESTIMATED funds the School expects to receive from or on behalf of Student to pay the Program cost for the Specified Period:

	Specified Period:		Disbursement Dates	Disbursement Amounts
	1 0 0 Quarters	8 0 0 Credit Hrs.		
(a) Student's Program Cost Summary for the Specified Period:	06 / 13 / 11 through 09 / 04 / 11			
(i) Academic Fee:	\$ 0			
(ii) Tuition: 8 credits x \$ 493	\$ 3944			
(iii) Tuition: 0 credits x \$ 0	\$ 0			
(iv) Administrative Fee:	\$ 100			
(v) ESTIMATED Cost of Tools:	\$ 0			
(vi) Other: _____	\$ 0			
(vii) Other: _____	\$ 0			
(viii) Other: _____	\$ 0			
(ix) Other: _____	\$ 0			
TOTAL:	\$ 4044			
(b) ESTIMATED Funds the School Expects to Receive From or on Behalf of Student:				
(i) Cash Received to Date:	\$ 0			
(ii) Student/Parent Cash Payment:	\$ 353			
(iii) Student VA Payment:	\$ 0			

(iv) VA Chapter 33 Benefit:	\$.00	_____ ,20 _____ ,20 _____ ,20	\$.00 \$.00 \$.00
(v) VA Yellow Ribbon Program Benefit ("VAYRPB"):	\$.00	_____ ,20 _____ ,20 _____ ,20	\$.00 \$.00 \$.00
(vi) School Matching VA Yellow Ribbon Program Benefit ("SMYRPB"):	\$.00	_____ ,20 _____ ,20 _____ ,20	\$.00 \$.00 \$.00
(vii) Federal Pell Grant:	\$ 925	13-Jun 2011 _____ ,20 _____ ,20	\$ 925 \$ 0 \$ 0
(viii) Federal Subsidized Stafford LOAN (\$ 0 Less Fees):	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(ix) Federal Unsubsidized Stafford LOAN (\$ 2778 Less Fees):	\$ 2766	03-Jun 2011 12-Jul 2011 _____ ,20	\$ 1383 \$ 1383 \$ 0
(x) Federal PLUS LOAN: (\$ 0 Less Fees):	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xi) Bank LOAN: OTHER	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xii) Academic Competitiveness Grant:	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xiii) SMART Grant:	\$ 0	_____ ,20 _____ ,20 _____ ,20	\$ 0 \$ 0 \$ 0
(xiv) Family Supplemental Educational Opportunity Grant:	\$ 0	_____ ,20	\$ 0
(xv) Other: _____	\$ 0		
(xvi) Other: <u>New Temporary Credit</u>	\$ 0		
(xvii) Other: <u>New Temporary Credit Exemption</u>	\$ 0		
(xviii) Other: _____	\$ 0		
(xix) Other: _____	\$ 0		
TOTAL:	\$ 4044		

2. Student acknowledges and agrees that the only credit granted by the School to Student pursuant to this Addendum is the amount of the Student/Parent Cash Payment, Student VA Payment, New Temporary Credit and New Temporary Credit Exemption specified above in Section 1(b) (i), (ii), (iii), (xvi), and (xvii). The following Truth in Lending Disclosures: (a) relate only to the credit granted by the School to Student pursuant to this Addendum; and (b) do not disclose or contain any information on any credit granted to Student by any lender or other third party (including, without limitation, any state or federal financial aid or bank loan that Student may receive).

ANNUAL PERCENTAGE RATE The cost of Student's credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost Student.	AMOUNT FINANCED ^e The amount of credit the School will provide to Student.	TOTAL OF PAYMENTS ^e The amount Student will have paid after Student has made all payments as scheduled:	TOTAL SALE PRICE ^e The total cost of Student's purchase on credit including Student's down payment of \$ 0
0%	\$0	\$ 353	\$ 353	\$ 4044

Student's payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 353	(<input checked="" type="checkbox"/>) Quarterly or (<input type="checkbox"/>) Monthly (check applicable period) beginning on 06 13 20 11 and on the first day of each subsequent installment period.
	\$ 0	On _____, 20 _____

Late Charge: There is no additional charge for late payment, but a late payment does constitute a default under the Agreement.

Prepayment: If Student pays off early, Student will not have to pay a penalty.

See this Addendum and the other provisions of the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed: The AMOUNT FINANCED is all paid to the School.

^e means estimated amount. The AMOUNT FINANCED, TOTAL OF PAYMENTS and TOTAL SALE PRICE are estimated amounts since they are based on: (a) estimated funds that the School expects to receive from or on behalf of Student for the Specified Period; (b) an estimated number of credit hours for the courses in the Program that Student will register to take during the Specified Period; (c) the estimated cost of any tools that Student is required to obtain during the Specified Period, if these tools are purchased from the School; and (d) an assumption that Student will or will not become obligated to the School for the Administrative Fee during the Specified Period. See Section 4 of this Addendum.

- Student will pay the Student/Parent Cash Payment, Student VA Payment, New Temporary Credit and New Temporary Credit Exemption in accordance with Student's payment schedule specified above in Section 2. The School may agree to rearrange, adjust and/or extend the time and amounts of payments due under this Addendum without notice to, or the consent of, Student and without releasing Student from any of his/her liabilities and obligations hereunder. No delay on the part of the School in exercising any right or remedy pursuant to this Addendum will operate as a waiver of the same, and no single or partial exercise of any right or remedy of the School will constitute an exhaustion or waiver of the same, all of which will continue for the School's benefit. The rights and remedies of the School specified in this Addendum are in addition to and not exclusive of any rights and remedies to which the School is entitled, whether pursuant to the Agreement, by operation of law or in equity.
- Student acknowledges and agrees that: (a) the funds the School expects to receive from or on behalf of Student specified above in Subsection 1(b) are only ESTIMATES and that if any of such funds are not received by the School for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive a loan or an award, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full an amount equal to such deficient funding on the first day of the following installment period; (b) the estimated SMYRPB funds specified above in Subsection 1(b)(vi) are contingent on and subject to the School's receipt of the estimated VAYRPB funds specified above in Subsection 1(b)(v), such that (I) the amount of the SMYRPB funds will equal the amount of the VAYRPB funds that the School actually receives and (II) if the School does not receive the VAYRPB funds specified above in Subsection 1(b)(v) or any portion thereof for any reason whatsoever (including, without limitation, Student's failure to qualify, or receive benefits, therefore), Student will, in addition to the installment amount specified above in Section 2, pay the School in full, on the first day of the following installment period, an amount equal to the amount of such deficient VAYRPB and SMYRPB funding; (c) the School will directly receive any federal student financial aid funds awarded to Student, the School will disburse those federal student financial aid funds to Student by crediting Student's account at the School with an entry indicating that the federal student financial aid funds are the source of payment, and the School will notify Student in writing when those federal student financial aid funds are credited to Student's account; (d) federal regulations limit the circumstances when federal student financial aid funds awarded in an academic year can be applied to any Program cost applicable to any other academic year; (e) if Student withdraws or is terminated from any Program course(s) or the Program, the School may be obligated under federal law to return to the appropriate parties certain federal student financial aid that the School received from or on Student's behalf, and Student will, in addition to the installment amount specified above in Section 2, pay the School on the first day of the following installment period the amount the School notifies Student as due and owing as a result of such return; and (f) any credit granted by the School to Student pursuant to this Addendum is in addition to and totally independent of any (i) credit granted to Student by any lender or other third party and (ii) state or federal financial aid that Student may receive.

5. Anything herein to the contrary notwithstanding, if any payment due the School hereunder or any other current or future obligation or liability of Student to the School is not paid or performed immediately when due, if any default occurs under this Addendum or any other provision of the Agreement, if Student withdraws or is terminated from the Program or if the Agreement is terminated, all amounts owed by Student to the School hereunder may, at the option of the School, and without demand or notice of any kind (unless such demand or notice cannot be waived under applicable law), be declared and, thereupon, will immediately become due and payable in full. To the extent permitted by applicable law, Student expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest as to any obligation of Student under this Addendum or any other provision of the Agreement. If Student defaults under this Addendum or any other provision of the Agreement, Student will, immediately upon demand, reimburse the School for all costs and expenses (including, without limitation, all attorney's fees, arbitrator's fees, arbitration costs, collection agency fees and collection costs) incurred by the School in the collection of any amount owed by Student to the School pursuant thereto.
6. All of the terms and conditions of this Addendum: (a) are incorporated in the Agreement as if fully set forth therein; and (b) have the same meanings set forth in the Agreement. All of the terms of the Agreement are ratified and remain unchanged and in full force and effect. If any terms of this Addendum conflict with any terms of the Agreement, the terms of this Addendum will control in determining the agreement between Student and the School. This Addendum supersedes and renders void any other Cost Summary and Payment Addendum to the Agreement pertaining to the same Specified Period that was entered into by and between Student and the School prior to the date hereof.

IN WITNESS WHEREOF, Student and the School have both read this Addendum, understand all of the terms and conditions herein and execute this Addendum as of the 23 day of MARCH, 2011.

ITT TECHNICAL INSTITUTE

By: (b) (6) 3/23/2011

Title: FAC

(b) (6)
(Student Signature)

[Print Name: (b) (6)]

CO-SIGNOR OBLIGATION FOR MINORS: If Student is under 18 years of age, a parent or guardian must sign, either electronically or in ink, this Addendum as financial sponsor, and such signature, either electronically or in ink, will bind such person to terms of this Addendum.

NOTICE TO CO-SIGNOR: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay the late fees or collection costs, which increase this amount. The School can collect this debt from you without first trying to collect from the borrower. The School can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

(Co-signor's Signature)

[Print Name: _____]

Upon employment with ITT Technical Institutes, all Representatives are required to complete a thorough ethics and compliance training program prior to meeting with a prospective student.

First, all ITT Technical Institute employees are required to be fully conversant with the institution's Policies and Procedures, Codes, Handbooks, etc., which govern their conduct. Key Policies include:

- The Code of Business Conduct and Ethics for Employees;
- The Employee Handbook;
- All Policies (which are located on the Employee Portal and are readily available to all employees); Recruitment Policies; and
- Legal and Ethical Principles to be Followed by Recruitment Personnel.

All new employees are also required to successfully complete, and recertify bi-annually, an e.Campus course entitled "The Code of Business Conduct and Ethics for Employees."

Representatives who meet prospective students are also required to take and successfully pass a series of over 15 e.Campus courses. While compliance related matters are an integral part of these courses, one entire course is devoted to ITT Technical Institute's "Policies and Procedures."

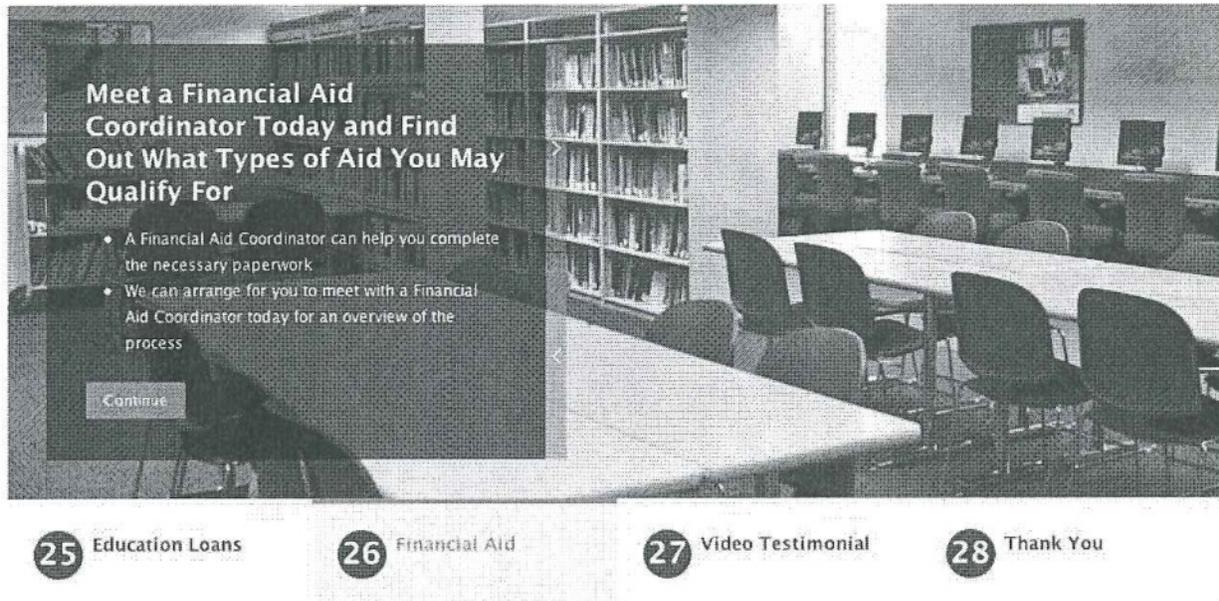
Furthermore, all representatives are required to be "certified" prior to meeting with a prospective student. This certification process requires that the representative demonstrate that he or she is fully conversant with the standard electronic Recruitment Presentation, which is shown to all prospective students as part of their visit to an ITT Technical Institute school.

Once representatives are authorized to meet with prospective students, our institution's policies require that each representative must be formally observed no less than quarterly by his or her manager, who is charged as follows:

- a. **Compliance Note.** When choosing the appropriate type of observation, the [Manager] may also consider recent Internal Audit Reports, Student Complaints, Student Comments, Personal Improvement Plans, etc. When observing the Representative, the [Manager] should pay particular attention to whether the observation is in compliance with ITT/ESI policies and procedures and all applicable laws and regulations including, but not limited to "*The Importance of Our Language: Comments to Avoid*" and ER 1.8 Legal and Ethical Principles to be Followed by Recruitment Personnel.
1. **Signed Report.** After every observation, the [Manager] and the Representative must sign and date the completed Observation Report (Exhibits A, B or C).

All observations are documented and retained pursuant to policy.

At ITT Technical Institute, all representatives are required to follow, verbatim, the standard Recruitment Presentation which, in relevant part, provides as follows:



The text from this slide is restated below.

Meet a Financial Aid Coordinator Today and Find Out What Types of Aid You May Qualify For

- A Financial Aid Coordinator can help you complete the necessary paperwork
- We can arrange for you to meet with a Financial Aid Coordinator today for an overview of the process

When presenting the information contained on this slide, the representative is required to recite the following:

- **SCRIPT:** ITT Tech has a Finance staff can help you complete the necessary paperwork in order to determine the type of aid for which you may qualify. We can arrange for you to meet with a Financial Aid Coordinator today for an overview of the process.

Moreover, the Compliance notes associated with this slide admonish as follows:

- **COMPLIANCE:** A prospective student may meet with a Financial Aid Coordinator prior to enrolling. At no time should you present to the student that meeting with financial aid is subject to making the decision to enroll. Underline added.

ITT Technical Institute Policy further provides that, “[d]enying a PS’s [Prospective Student’s] request to meet, or failure to offer a PS with an opportunity to meet, with a FAC [Financial Aid Coordinator] and receive a financial aid pre-requisite during the visit...” is a violation of Policy which will result in corrective action.

- (b) If the student and/or his or her parent(s) are ineligible to use a portion of any federal student financial aid remitted to the school to satisfy the student's obligation for tuition, fees or other costs of the student's education:
- federal law requires the school to return to the appropriate party(ies) such unusable aid;
 - the school will advise the student of the amount of such unusable aid returned by the school; and
 - the student will be liable for an amount equal to the portion of such unusable aid for which the student is obligated to the school under the Refund section above, and will immediately pay that amount to the school in full.
- (c) If the student and/or his or her parent(s) are ineligible to use a portion of any federal student financial aid received by the student and/or the parent(s) and not remitted to the school:
- federal law requires the student and/or the parent(s) to repay to the appropriate party(ies) such unusable aid; and
 - the school will advise the student and/or the parent(s) of the amount of such unusable aid.
- (d) Any return or repayment of unusable federal student financial aid required under this section will be paid first to eliminate any outstanding balances for any federal student financial aid received by or with respect to the student in the following order and priority and within the time period prescribed by law:
- | | | |
|---|--|---|
| 1 st : unsubsidized Federal Stafford loans; | 5 th : Federal Perkins loans; | 9 th : Federal Academic Competitiveness Grants; |
| 2 nd : subsidized Federal Stafford loans; | 6 th : Federal PLUS loans; | 10 th : Federal National Science and Mathematics Access to Retain Talent Grants; and |
| 3 rd : unsubsidized Federal Direct Stafford loans; | 7 th : Federal Direct PLUS loans; | 11 th : Federal SEOG Program aid. |
| 4 th : subsidized Federal Direct Stafford loans; | 8 th : Federal Pell Grants; | |

Cancellation and Refund Requests

Any cancellation or refund request by a student should be made in writing and mailed to: Director, ITT Technical Institute, 9511 Angola Court, Indianapolis, Indiana 46268-1119. In addition, students enrolled in an online program may send their cancellation or refund request by e-mail to online_registrar@itt-tech.edu. If the student is a minor, however, the request must be made by the student's parent or guardian.

FINANCIAL ASSISTANCE

The school may, from time to time, provide the student with (a) information on federal, state and private education loans and grants, and other student financial aid (collectively, "Financial Assistance") for which he or she may apply to receive and/or (b) estimates of the amount of Financial Assistance for which he or she may qualify, but:

- the federal, state and private party providers determine the student's eligibility for any Financial Assistance;
- the federal, state and private party providers determine the amount of any Financial Assistance the student may receive, not the school;
- any Financial Assistance, including, without limitation, scholarships, may terminate at any time without notice;
- the student is responsible for applying for any Financial Assistance, not the school;
- the student is responsible for determining when and where to apply for any Financial Assistance; and
- the student is responsible for repaying the full amount of any Financial Assistance received in the form of a loan, plus interest and less any amount of the loan that may be refunded.

Federal Financial Aid Administered by the U.S. Department of Education

The school is designated as an eligible institution by the U.S. Department of Education ("DOE") for participation in the following federal programs. To apply for financial aid under the following federal programs, a student needs to complete and submit a Free Application For Federal Student Aid online, by PDF or by paper.

Federal Pell Grant Program

The Federal Pell Grant Program is intended to allow eligible students financial access to the school or college of their choice. For eligible students, Federal Pell Grants are the "floor" or base upon which all other federal student financial aid is built. Current year awards range from \$0 to \$5,550. The amount a student may receive depends on the student's family's financial situation, the student's full- or part-time enrollment status and how much of the student's remaining education at the school falls within the current federal award year (July 1 through June 30). In order to be eligible for a Federal Pell Grant, a student may not have previously received a bachelor's degree from any institution.

Federal Supplemental Education Opportunity Grant (FSEOG) Program

The Federal Supplemental Educational Opportunity Grant Program (FSEOG) provides assistance to exceptionally needy undergraduate students. A priority must be given to Pell Grant recipients with the lowest expected family contributions (EFCs). The federal rules permit an eligible student to receive a FSEOG award of \$100 to \$4,000 for each of the student's academic years of study, but at ITT Technical Institute the awards for eligible students are typically between \$200 and \$500 each year, given the limited amount of FSEOG funds available. A student's eligibility for FSEOG funds is determined annually.

Iraq and Afghanistan Service Grant Program

A student who is not eligible for a Federal Pell Grant, but whose parent or guardian was a member of the U.S. Armed Forces and died as a result of service performed in Iraq or Afghanistan after September 11, 2001, may be eligible to receive a grant under the Iraq and Afghanistan Service Grant Program. The grant award is equal to the amount of a maximum Federal Pell Grant for the current federal award year, but not to exceed the student's cost of attendance for that federal award year. An additional eligibility requirement is that the student must be either:

- under 24 years old; or
- enrolled at least part-time at the time of the parent's or guardian's death.

Federal Work Study Program

The Federal Work Study Program ("FWS") provides jobs for eligible students who must earn funds to pay a portion of their educational expenses. A student enrolled at least half-time in an approved postsecondary educational institution may work in a governmental or nonprofit agency. The salary is generally the current minimum wage, unless the employer is willing to pay a higher wage rate for particular skills. The number of hours a student may work is based on the financial need demonstrated by the student, the number of hours it is possible for the student to work and the availability of FWS funds at the institution. Only a limited number of FWS jobs are available on campus; information with respect to these campus positions is available from the Career Services Office.

Direct Subsidized Federal Stafford Loan Program

These loans are available to eligible students enrolled at least half-time in an eligible institution and are based on the financial need demonstrated by each student. An undergraduate student may borrow up to \$3,500 for the first academic year, \$4,500 for the second academic year and \$5,500 for each of the third and subsequent academic years under this program. The loan amounts will be pro rated for academic years of less than nine months. A student must repay his or her Direct Subsidized Federal Stafford Loans based on the amount borrowed, but no less than \$50 per month, beginning six months after graduation or termination of studies. As of July 1, 2013, the maximum interest rate on a Direct Subsidized Federal Stafford Loan is 6.8% for undergraduate students. Repayment of a Direct Subsidized Federal Stafford Loan may be deferred for up to three years for any student who: (1) is seeking and is unable to find full-time employment; (2) suffers economic hardship; or (3) returns to school and is enrolled at least half-time. As of July 1, 2010, a student is obligated for a 1.0% origination fee on each Direct Subsidized Federal Stafford Loan that the student receives.

Direct Unsubsidized Federal Stafford Loan Program

These loans are available to eligible students enrolled at least half-time in an eligible institution and who do not demonstrate financial need. Under this program, an undergraduate student who is classified as:

- (a) independent or (b) dependent and whose parents fail to qualify for a Direct Federal PLUS Loan, may borrow up to:
 - \$3,500 combined of Direct Subsidized and/or Unsubsidized Federal Stafford Loans, plus \$6,000 additional Direct Unsubsidized Federal Stafford Loan for the first academic year;
 - \$4,500 combined of Direct Subsidized and/or Unsubsidized Federal Stafford Loans, plus \$6,000 additional Direct Unsubsidized Federal Stafford Loan for the second academic year; and
 - \$5,500 combined of Direct Subsidized and/or Unsubsidized Federal Stafford Loans, plus \$7,000 additional Direct Unsubsidized Federal Stafford Loan for each of the third and subsequent academic years; or
- dependent and whose parents are not rejected for a Direct Federal PLUS Loan may borrow up to:
 - \$3,500 combined of Direct Subsidized and/or Unsubsidized Federal Stafford Loans, plus \$2,000 additional Direct Unsubsidized Federal Stafford Loan for the first academic year;
 - \$4,500 combined of Direct Subsidized and/or Unsubsidized Federal Stafford Loans, plus \$2,000 additional Direct Unsubsidized Federal Stafford Loan for the second academic year; and
 - \$5,500 combined of Direct Subsidized and/or Unsubsidized Federal Stafford Loans, plus \$2,000 additional Direct Unsubsidized Federal Stafford Loan for each of the third and subsequent academic years.

A graduate student may borrow up to \$20,500 each academic year under this program. This loan was created so that any student, regardless of income, would be able to obtain a Federal Stafford Loan. The terms and conditions of the unsubsidized loan, including deferments and loan charges, with few exceptions, are the same as the Direct Subsidized Federal Stafford Loan described above. However, a student must pay the interest on any Direct Unsubsidized Federal Stafford Loan during the time that the student is in school and during any deferment period. The maximum interest rate on a Direct Unsubsidized Federal Stafford Loan was 6.8%, as of the date this catalog was published. As of July 1, 2010, a student is obligated for a 1.0% origination fee on each Direct Unsubsidized Federal Stafford Loan that the student receives.

Direct Federal PLUS Loan Program

Direct Federal PLUS Loans are for parent and graduate student borrowers. The maximum interest rate for Direct Federal PLUS Loans was 7.9%, as of the date this catalog was published. The interest rates charged on these loans may change, so the student must check with the school for the current rate. As of the date this catalog was published, parents and graduate student borrowers are obligated for

a 4% origination fee on each Direct Federal PLUS Loan they receive. Direct Federal PLUS Loans enable parents and graduate students to borrow the cost of the student's education, less other aid received by the student. Direct Federal PLUS Loan borrowing is limited to parents and graduate students with a favorable credit history.

GI Bill Education Benefits

Some of the programs offered at ITT Technical Institute are approved for the training of veterans by the State Approval Agency (SAA), a division within the Indiana Department of Veterans Affairs. Ready Reservists, National Guard members, spouses and children of deceased or 100 percent disabled veterans, and, in some cases, spouses and children of active duty service members under Titles 10, 32 and 38 of the United States Code. Veterans desiring to train using the benefits of the GI Bill must first establish eligibility with the Department of Veteran's Affairs ("VA") by submitting Form 22-1990, Application for VA Education Benefits, or by applying online at www.gibill.va.gov. For a complete description of each VA education assistance program, go to the GI Bill website at www.gibill.va.gov. Service members on active duty or current members of the National Guard who are considering college should contact their post or unit education officer for full details and current tuition benefits. Veterans should contact the school's Finance Department with questions regarding institutional procedures for certifying enrollment.

NOTE: The regulations governing all federal financial assistance programs are subject to change. The Finance Department will have information regarding available programs, and will make available to the student a copy of the U.S. Department of Education publication "Funding Your Education: The Guide to Federal Student Aid 2013-14."

Institutional Scholarships

Opportunity Scholarship

The primary purpose of the Opportunity Scholarship (the "OS") is to encourage certain students to commit to pursuing their educational goals. The OS is only available to eligible students attending classes at an ITT Technical Institute in:

- an associate degree program of study ("AP Students"); or
- a bachelor degree program of study ("BP Students").

An AP Student or a BP Student will qualify for an OS award for each quarter of the first academic year of attendance for which the AP Student or BP Student is eligible to receive an OS award. At the end of each academic year that an eligible AP Student is enrolled in an associate degree program or an eligible BP Student is enrolled in a bachelor degree program, the school will determine if the eligible AP Student or eligible BP Student qualifies for an OS award for next academic year. If the eligible AP Student or eligible BP Student qualifies for an OS award for a particular academic year:

- the eligible AP Student will receive an OS award in the form of a reduction of the amount of tuition and fees charged to the eligible AP Student for the course(s) of the associate degree program of study taken by the eligible AP Student in each quarter of that academic year; and
- the eligible BP Student will receive an OS award in the form of a reduction of the amount of tuition and fees charged to the eligible BP Student for the courses(s) of the bachelor degree program of study taken by the eligible BP Student in each quarter of that academic year.

The amount of an OS award to an eligible AP Student or an eligible BP Student in any particular quarter of an academic year will be based on the eligible AP Student's or eligible BP Student's demonstrated need. An eligible AP Student's or an eligible BP Student's demonstrated need will be determined by the school, in its sole discretion, based on the AP Student's or BP Student's expected family contribution toward his or her tuition and fees owed to the school for that quarter. The maximum amount of the OS awards for which:

- an AP Student may be eligible and qualify will not exceed:
 - \$4,375 in the first quarter of attendance for which the AP Student is eligible and qualifies for an OS award;
 - \$3,750 in any subsequent quarter of attendance for which the AP Student is eligible and qualifies for an OS award; or
 - \$25,000 in total for all quarters of all academic years; or
- a BP Student may be eligible and qualify will not exceed:
 - \$3,750 in any quarter of attendance for which the BP Student is eligible and qualifies for an OS award; or
 - \$50,000 in total for all quarters of all academic years.

Eligibility Requirements – To be eligible for the OS, an AP Student must attend one or more courses in an associate degree program of study at the school in a quarter that begins on or after March 18, 2013. The first quarter of attendance for which an AP Student is eligible to receive an OS award, however, is:

- the first quarter of the AP Student's next academic year that would start on or after March 18, 2013, if the AP Student:
 - was attending one or more courses in an associate degree program of study at an ITT Technical Institute at any time in the quarter that began on December 10, 2012 ("12/12 Quarter"); and
 - remained continuously enrolled in his or her associate degree program of study at an ITT Technical Institute; or
- the first quarter of the AP Student's first academic year that starts on or after March 18, 2013, if the AP Student was not attending one or more courses in an associate degree program of study at an ITT Technical Institute at any time in the 12/12 Quarter.

To be eligible for the OS, a BP Student must attend one or more courses in a bachelor degree program of study at the school in a quarter that begins on or after June 17, 2013. The first quarter of attendance for which a BP Student is eligible to receive an OS award, however, is:

- the first quarter of the BP Student's next academic year that would start on or after June 17, 2013, if the BP Student:
 - was attending one or more courses in a bachelor degree program of study at an ITT Technical Institute at any time in the quarter that began on March 18, 2013 ("3/13 Quarter"); and
 - remained continuously enrolled in his or her bachelor degree program of study at an ITT Technical Institute; or
- the first quarter of the BP Student's first academic year that starts on or after June 17, 2013, if the BP Student was not attending one or more courses in a bachelor degree program of study at an ITT Technical Institute at any time in the 3/13 Quarter.

Qualification Requirements – An eligible AP Student or an eligible BP Student will qualify for an OS award for the first quarter of the first academic year of attendance for which the AP Student or BP Student is eligible to receive an OS award, as specified above in the Eligibility Requirements section. To qualify for an OS award for any subsequent quarter of the first and any subsequent academic year, an eligible AP Student or an eligible BP Student must:

- be enrolled at all times during that quarter in courses in the AP Student's associate degree program of study at the school or the eligible BP Student's bachelor degree program of study at the school that represent at least eight quarter credit hours; and
- at the end of the AP Student's or BP Student's first and any subsequent academic year, be making satisfactory academic progress in his or her program of study.

Upon admission to an associate degree program of study or a bachelor degree program of study at the school, a student must contact the school's Finance Department to determine if he or she is eligible for the OS. If the school determines that the student satisfies the eligibility requirements of the OS, the eligible AP Student or eligible BP Student will have the opportunity to qualify for an OS award for each quarter of each academic year that the AP Student or BP Student remains enrolled in his or her program of study at the school, beginning with the student's first academic year of eligibility. An eligible AP Student or an eligible BP Student who qualifies for an OS award for any particular academic year will not be entitled to any other institutional scholarship in connection with the AP Student's or BP Student's enrollment in his or her program of study during that academic year. The school may, at any time in its sole discretion, terminate the OS, which termination will be effective as of the start of the next quarter.

The school makes no representation or promise whatsoever that any student will receive any of the Financial Assistance described above. The availability of Financial Assistance does not imply that the federal government, state government, any of their agencies, any private lender or any other source of Financial Assistance guarantees the quality of instruction or the truth or accuracy of any representation contained herein.

FEDERAL AND PRIVATE EDUCATION LOAN CODE OF CONDUCT

Federal education loans and private education loans (collectively, "Loans") are two types of financial aid that may be available to qualifying ITT Technical Institute students and their parents. It is important for ITT Technical Institute student and parent borrowers to understand ITT Technical Institute's position with respect to Lenders, which are defined to include:

- private lenders who make Loans that ITT Technical Institute student and parent borrowers can use to help pay the cost of an ITT Technical Institute education;
- the entities that service, guaranty and/or securitize those Loans; and
- the entities, such as trade or professional associations, that receive money related to Loan activities from those private lenders, servicers, guarantors and securitizers.

Code of Conduct: ITT Technical Institute has adopted the following code of conduct with respect to Lenders:

- (1) ITT Technical Institute officers and employees (collectively, "Agents") will avoid real and perceived conflicts of interest between their duties and responsibilities at ITT Technical Institute and the Loans or other student financial aid made available to qualifying ITT Technical Institute students and their parents.
- (2) No Agent will solicit, accept or receive any Gift (as defined below) from a Lender.
- (3) No Agent who is employed in the institute's Finance Department or has any responsibilities with respect to student financial aid will:
 - serve or participate on any advisory board, commission or group established by a Lender; or
 - accept from a Lender or an affiliate of a Lender any fee, payment or other financial benefit (including the opportunity to purchase stock) as compensation for any type of consulting arrangement or other contract to provide services to, or on behalf of, a Lender relating to federal or private Loans.

- (4) An Agent, who is not employed in the institute's Finance Department or does not have any responsibilities with respect to student financial aid, may serve on any board of any publicly traded or privately held company and solicit, accept and receive remuneration or expense reimbursement related thereto, regardless of whether that company is a Lender.
- (5) ITT Technical Institute will not:
- accept or request any Gift from a Lender in exchange for any advantage or consideration provided to that Lender related to the Lender's Loan activities;
 - solicit, accept or receive any payments, referral fees, revenue sharing or similar financial arrangements from any Lender in exchange for referring or recommending that Lender to ITT Technical Institute's student and parent borrowers;
 - permit any employee or other agent of a Lender to:
 - identify himself or herself to ITT Technical Institute's student or parent borrowers as an employee, representative or agent of ITT Technical Institute; or
 - work in the Finance Department or any call center operation of ITT Technical Institute;
 - direct any of its student or parent borrowers to any electronic promissory notes or other loan agreements with respect to any Lender's Loans that do not provide the student or parent borrowers with a reasonable and convenient alternative to select their Lender for a particular type of Loan and complete that Lender's Loan documentation;
 - refuse to certify, or delay certification of, any Lender's Loan based on the Lender selected by its student or parent borrowers; or
 - request or accept from any Lender any offer of funds to be used for private Loans to its student or parent borrowers, in exchange for ITT Technical Institute providing concessions or promises to the Lender:
 - that may prejudice any other of its student or parent borrowers; or
 - in the form of a specified number of federal or private Loans, a specified volume of those Loans or a preferred lender arrangement with respect to those Loans.
- (6) ITT Technical Institute will allow all of its student and parent borrowers to select the Lender of their choice, and will not otherwise assign any of its student or parent borrowers' Loans to a particular Lender.
- (7) If ITT Technical Institute refers or recommends any Lender(s) to its student or parent borrowers, ITT Technical Institute will:
- disclose the process by which it selected the Lender(s), including the method and criteria that it used in determining to refer or recommend the Lender(s) and the relative importance of those criteria;
 - disclose to students and their parents that they are free to use any Lender;
 - only refer or recommend a Lender that, as a whole, it has determined offers Loans that have competitive rates, terms, borrower benefits, services and loan administration (collectively, "Terms");
 - review annually the competitiveness of the Terms of the Loans offered by the Lender(s) that it refers or recommends to its student and parent borrowers;
 - update annually the Lender(s) that it refers or recommends to its student and parent borrowers;
 - obtain each Lender's assurance that any repayment benefits that the Lender advertised with respect to the Lender's Loans made to its student and parent borrowers will continue to apply to those Loans, regardless of whether the Lender sells those Loans;
 - inquire whether the Lender has any agreement to sell the Loans made to its student and parent borrowers to an unaffiliated Lender and, if the Lender informs ITT Technical Institute that the Lender has such an agreement, ITT Technical Institute will disclose that information to its student and parent borrowers; and
 - not refer or recommend any Lender more favorably for a particular type of Loan, in exchange for the Lender providing more favorable Terms to student or parent borrowers in connection with a different type of Loan.
- (8) "Gift" is defined as any money, discount, favor, gratuity, inducement, loan, stock, prize or thing of value, including, without limitation, any entertainment, hospitality, service, honoraria, transportation, lodging, meal, registration fee, forbearance, promise, computer hardware, printing or assistance with call center or Finance Department staffing, whether provided in kind, by purchase of a ticket, payment in advance or by reimbursement. A Gift to a family member of an Agent, or to any other individual based on that individual's relationship with an Agent, is considered to be a Gift to the Agent, if:

- the Gift was given with the knowledge and acquiescence of the Agent; and
- the Agent has reason to believe that the Gift was given because of the Agent's duties or responsibilities at ITT Technical Institute;

A "Gift" does not include, however, any of the following:

- standard informational material, activities or programs on issues related to a Lender's Loan, default aversion, default prevention or financial literacy, such as a brochure, workshop or training;
- food, refreshments, training or informational material furnished to an Agent as an integral part of a training session that is designed to improve the Lender's service to ITT Technical Institute, if such training contributes to the professional development of the Agent;
- favorable Terms on a Lender's Loan provided to a student employed by ITT Technical Institute, if such Terms are comparable to those available to all ITT Technical Institute students;

- educational counseling, financial literacy or debt-management materials provided to borrowers, if the identification of any Lender that assisted in preparing, providing or paying for any of those materials is disclosed on the materials;
- entrance and exit counseling services provided by Lenders to student borrowers to meet ITT Technical Institutes' responsibilities under federal law, provided that:
 - ITT Technical Institute staff is in control of the services;
 - the services are not provided in-person by any Lenders; and
 - the Lender does not promote or secure applications for its Loans or other products or services during the provision of those services;
- items of de minimus value that are offered as a form of generalized marketing or advertising, or to create good will; and
- other services provided by Lenders to ITT Technical Institute or an Agent that are identified and approved by the U.S. Department of Education ("DOE").

ITT Technical Institute's financial aid professionals are available to assist student and parent borrowers and answer any questions that they may have regarding the federal and private Loans available for those who qualify.

STUDENT SERVICES

Career Services

The school's career services as specified below, are available to students and interested graduates, but the school does not make any promise or representation whatsoever to any student or graduate: (1) that the student or graduate will obtain any employment, whether full-time, part-time, upon graduation, during school, related to his or her education or otherwise; or (2) regarding any career opportunity, position, salary level and/or job title in any employment that the student or graduate may obtain, whether during school or upon graduation. No employment information or career service provided by the school to any student or graduate will be considered by the student or graduate, either expressly or impliedly, as any: (a) guarantee or promise of employment; (b) likelihood of employment; (c) indication of the level of employment or compensation any student or graduate may expect; or (d) indication of the types or job titles of positions for which students or graduates may qualify. Students and graduates are encouraged to not place restrictions on their job search endeavors regarding location, starting salary or specific benefits, as doing so may similarly restrict employment options and opportunities. Any employment that a student or graduate may obtain with the help of the school's career services will, in all probability and likelihood, be at an entry-level position.

Part-time Career Services

The school will assist any interested student enrolled in a resident program of study (not an online program of study) at the school in finding part-time work during his or her enrollment in the program of study. The student must schedule his or her part-time employment so it does not interfere with the student's Class Schedule.

Graduate Career Services

The student will be advised of job postings and interview opportunities. Students will also be advised of where to access information on how to prepare for and appear at job interviews and how to conduct himself or herself during job interviews. The school offers helpful reference sources to assist the student in locating firms and geographic areas within the United States that offer employment opportunities related to his or her education. Job search activities generally intensify as the student nears graduation, so the student is encouraged to maintain contact with the Career Services Department and utilize its assistance. The Career Services Department is available to consult with any interested student regarding career opportunities that may be available to him or her upon graduation. Alumni are also welcome to contact the Career Services Department for information on career opportunities. The graduate may have to relocate to take advantage of employment opportunities he or she may receive from potential employers.

Preparatory Offering

All students are strongly encouraged to utilize the services and tools offered by the school to help them improve their preparation for the math and verbal coursework in their programs.

Housing Assistance

A resident student may obtain from the school a list of potential housing accommodations within the vicinity of the school. The school does not operate any on- or off-campus housing. Any resident student requiring housing assistance is encouraged to contact the school prior to beginning classes for information on local apartment availability and general rental matters such as lease requirements, security deposits, furniture rentals and utilities. The resident student and his or her parents are, however, solely responsible for the resident student's housing arrangements, as well as the student's security and safety.

Student Activities

The school encourages student activities to help develop individual initiative, group leadership and cooperation. It is a goal of the school to help provide students with the opportunity to participate in activities which relate to educational objectives, satisfy social needs, provide recreational opportunities and encourage cultural enrichment. School-related student activities must be sanctioned, approved and supervised by the school.

CAMPUS INFORMATION

History of Main Campus - ITT Technical Institute, Indianapolis (Angola Court), Indiana

ITT Technical Institute, Indianapolis, opened in 1956. ITT Corporation acquired the Sams Company and the school in 1966. This school was one of the three original schools of ITT Educational Services, Inc. The school now offers associate's degree programs of study in Accounting, Business Accounting Technology, Business Administration, Business Management, Computer and Electronics Engineering

Loan Agreement for PEAKS Private Student Loan Program

This Loan Agreement applies to, and is a part of, my Application. My signature on the Application certifies that I have read, understand, and agree to this Loan Agreement. In this Loan Agreement the words "I," "me," "my," and "mine" mean the Borrower. The words "you," "your," "yours," and "Lender" mean Liberty Bank, N.A., Beachwood, Ohio, its successors and assigns, and any other holder of my Loan. "School" means the school named in field 9 of my Application and its parent organization.

A. PROMISE TO PAY

I promise to pay to you the total principal sum of the Loan, which includes amounts disbursed to my School under the terms of my Application, the loan origination fee described in Paragraph F, and interest and other amounts added to the principal balance as described in this Loan Agreement and the Final Disclosure Statement, which is incorporated into this Loan Agreement by reference. I also promise to pay interest on such principal sum, late charges and other fees, charges and costs as provided in this Loan Agreement. I understand and agree that you may make multiple disbursements to me, and that you may disburse a lesser amount than that which I originally agreed to accept based on information that you receive from the School or otherwise. This Loan Agreement sets forth the terms and conditions applicable to all disbursements of this Loan made to me on or after the date of my Application.

B. IMPORTANT – READ THIS CAREFULLY

1. By completing and signing the Application, and submitting it to you, either directly or through some other person, I am requesting that you make a Loan to me on the terms described in this Loan Agreement and in an amount equal to all or part of the Loan Amount Requested (as increased by the amount of the loan origination fee described in this Loan Agreement). When you receive my Application, you are not agreeing to lend me money. You have the right not to make a Loan, to lend an amount less than the Loan Amount Requested, based on my eligibility at the time I make my request and to cancel any disbursement at any time if I am in default of this Agreement or if I am no longer eligible for the Loan. If you decide to make a Loan to me, you will electronically transfer the Loan funds. I authorize the School to credit funds to my student account. I agree to accept an amount less than the Loan Amount Requested.

2. HOW I AGREE TO THE TERMS OF MY LOAN. If you agree to make a Loan to me, you will send me an Approval Disclosure Statement. The Approval Disclosure Statement will tell me the total amount of my Loan, my initial interest rate, the amount of the loan origination fee and the date by which I must accept the Loan offer that you have made. If I decide to accept the Loan that you offer me, I must give you notice of my acceptance as described in the Approval Disclosure Statement. After I have accepted this Loan you will send me a Final Disclosure Statement. In addition to other information, the Final Disclosure Statement will tell me my final Loan amount (unless that amount is reduced as described in Paragraphs A and B.1 above) and how to cancel the Loan. If I exercise my right to cancel my Loan as described in the Final Disclosure Statement, you will not disburse any Loan proceeds and you will cancel this Loan.

3. I authorize you to suspend or terminate any disbursements in the event my School or its parent organization becomes the

subject of a petition filed under the U.S. Bankruptcy Code.

C. DEFINITIONS

1. "Application" means the Application, which incorporates this Loan Agreement, by which I request that you make a Loan to me, and agree to repay any Loan that you make on the terms set forth in this Loan Agreement.

2. "Approval Disclosure Statement" means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act that is provided to me at the time that my Loan is approved.

3. "Change Date" means the day in March, June, September and December when my monthly installment payment amount is due.

4. "Disbursement Date" means each date on which you lend money to me in consideration for my Application and will be the date of the electronic funds transfer of my Loan proceeds.

5. "Final Disclosure Statement" means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act provided to me after I have accepted my Loan offer.

6. "Interim Period" means the period beginning on the first Disbursement Date and ending on the earliest of:

a) the date that is six months (grace period) after I graduate from my School, unless I enroll in another program at an ITT Technical Institute or Daniel Webster College on at least a half time basis; or

b) the date that is three months (grace period) after I cease to be enrolled at my School on at least a half time basis for any reason other than graduation, unless I enroll in a program at an ITT Technical Institute or Daniel Webster College on at least a half time basis; or

c) the date that is 48 months after the first disbursement of my first PEAKS Private Student Loan.

7. "Loan" means all principal sums disbursed to me pursuant to my Application, and all amounts added to the principal balance and all interest and other amounts due as provided in this Loan Agreement.

8. "Loan Amount Requested" means the dollar amount of the Loan requested by me in my Application.

9. "Repayment Period" means the period beginning on the day after the Interim Period ends, and continuing for up to 120 months (ten years) as set forth in my Final Disclosure Statement, unless I am granted a forbearance, in which case my Repayment Period may be extended, at your discretion, by the number of months my Loan is in forbearance, as described in Paragraph H.

D. INTEREST

1. Accrual – Beginning on the first Disbursement Date, interest will accrue at the Variable Rate (as defined below) on the principal amount of my Loan outstanding from time to time. Interest will be calculated on a daily simple interest basis, according to the outstanding principal balance each day during the term of the Loan. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by 365.25 days and will not vary in leap years.

2. Variable Rate – I will pay interest at the Variable Rate, equal to the "Index," rounded up to the nearest one-eighth of one percent (0.125%), plus a margin as disclosed to me on my Final Disclosure Statement (the "Margin"). The Variable Rate may change, effective on the first day of any month, if the Index changes, but will never exceed 25% per annum. The "Index" for any month is the U.S. Prime Rate, as published by *The Wall Street Journal* on the seventeenth day of the immediately preceding month, or if *The Wall Street Journal* is not published

on the seventeenth day of a month, then the next day on which it is published. If *The Wall Street Journal* no longer publishes, you will find an alternate source for the Index. If the Index is no longer available you will choose a comparable index.

3. Capitalization – I agree that you will add the loan origination fee described in Paragraph F to the principal balance of my Loan. I also agree that you may, at your option, add all accrued and unpaid interest to the principal balance of my Loan on a monthly basis during the Interim Period and during any forbearance period, and that you may add any remaining accrued unpaid interest to the principal balance of my Loan at the end of any forbearance period. In addition, if I am in default on my Loan, you may, at your option, add all accrued and unpaid interest and any unpaid late charges to the principal balance of my Loan upon such default. Thereafter interest will accrue on the new principal balance.

E. TERMS OF REPAYMENT

1. Interim Period – During the Interim Period, you will send me monthly notification of how I can access my Loan information and quarterly statements (showing the total Loan amount and the interest that has accrued on my Loan). I may make, but am not required to make, payments during the Interim Period. You will add my interest that I do not pay during the Interim Period to the principal balance of my Loan, as described in Paragraph D.3.

2. Repayment Period – During the Repayment Period, you will send me monthly statements (showing total Loan amount and the amount of my monthly payment that is due). I will make monthly payments in the amounts and no later than the payment due dates shown on my billing statements until I have paid all of the principal and interest and any other charges I may owe on my Loan.

3. Repayment Terms – Except as described below, my monthly payment will be established when my Repayment Period begins, based on the terms of this Loan Agreement and my Final Disclosure Statement. My monthly payments will be consecutive monthly installments of principal and interest, effective each Change Date, to equal the amount necessary to amortize the unpaid principal balance of my Loan (including any interest and other amounts added to the principal balance as described in Paragraph D.3) in approximately equal monthly installments of principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period. On any Change Date when the recalculated monthly payment amount would differ by less than 2.0% from the monthly installment payment last in effect, you may determine not to change the monthly installment payment amount on such Change Date.

4. Minimum Repayment – I understand and agree that, during the Repayment Period and notwithstanding Paragraph E.3., the combined monthly payment on all of my Loans made under the PEAKS Private Student Loan Program will be at least \$50 each month or the unpaid balance, whichever is less. I understand that this may result in my Loan(s) being paid off in less than 120 months.

5. Amounts Owed at the End of the Repayment Period – Since interest accrues daily upon the unpaid principal balance of my Loan, if I make payments after my payment due dates, I may owe additional interest. If I have not paid my late charges or other fees and charges, I will also owe additional amounts for those fees and charges. In such cases you will increase the amount of my last monthly payment to the amount necessary to repay my Loan in full. If you have not changed my monthly payments on one or more Change Dates because the recalculated amount would differ

by less than 2.0% from the monthly payment previously in effect, my unpaid balance may be more than if you changed my monthly payment on every Change Date.

6. Application of Payments – Payments will be applied first to late charges, then to accrued interest to the date payment is received, and then any remainder to the principal balance of my Loan.

7. Late Charge – If any part of a monthly payment, other than late charges assessed on a prior monthly payment, remains unpaid for a period of more than 15 days after the payment due date, I will pay a late charge of \$10.00.

F. LOAN ORIGINATION FEE

A loan origination fee will be added to the principal balance of my Loan each time you disburse Loan proceeds. The amount of the loan origination fee is calculated as a percentage of the amount disbursed by you as disclosed to me on my Final Disclosure Statement. I understand that this may result in the amount of my Loan exceeding the Loan Amount Requested. If I prepay my Loan in full or in part, I will not be entitled to any refund of any part of the loan origination fee, unless otherwise required by applicable law.

G. RIGHT TO PREPAY

I have the right to prepay all or any part of any Loan at any time without penalty. During the Interim Period, any partial prepayment will be credited first to accrued interest to the date the payment is received and then to the principal balance of my Loan. During the Repayment Period, any partial prepayment will be credited against my next scheduled payment(s) unless I direct you to apply the partial prepayment to the principal balance of my Loan.

H. FORBEARANCE

1. If I am unable to repay my Loan in accordance with this Loan Agreement after the beginning of the Repayment Period, I may request and you may, at your sole discretion, grant me a forbearance.

2. During any period of forbearance, regularly scheduled payments on my Loan will be deferred. I understand that I will remain responsible for all interest accruing during any period of forbearance and that you may add any interest that I do not pay during any forbearance period to the principal balance as described in Paragraph D.3.

I. COLLECTION COSTS

Unless prohibited by applicable law, I agree to pay you all amounts, including reasonable attorneys' fees, and collection agency, court and other collection costs that you incur in collecting or enforcing the terms of my Loan (collectively, "Collection Costs"). The Collection Costs that I agree to pay may also include fees and costs incurred in connection with any appellate or bankruptcy proceedings.

J. DEFAULT

To the extent permitted by applicable law, I will be in default and you have the right to cancel any scheduled Loan disbursement not yet made and to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under this Loan Agreement, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if: (1) I fail to make any monthly payment to you when due, (2) I become the subject of proceedings under the

United States Bankruptcy Code, (3) I die, (4) I break any of my promises in my Application or this Loan Agreement, or (5) I make any false written statement in my Application or at any time during the Repayment Period. The interest rate after default will be subject to adjustment in the same manner as before default. If I default, you may add all accrued and unpaid interest and other amounts to the principal balance of my Loan as described in Paragraph D.3.

K. NOTICES

1. I will send written notice to you within ten days after any change in my name, address, e-mail address, telephone number or enrollment status.
2. Any notice required to be given to me by you will be effective when mailed by first class mail to the latest address you have for me, or when transmitted by electronic communication to the latest e-mail address you have for me.
3. **To the extent permitted by applicable law, and without limiting any other rights you may have, I consent to your communicating with me, in connection with my Application or my Loan, using any phone number or e-mail address that I provided in the Application, or using any phone number or e-mail address that I provide in the future or using any phone number or e-mail address that my School or the persons listed in my Application as references provided to you or provide you in the future. You may communicate with me using any current or future means of communication, including, but not limited to, automated telephone dialing equipment, artificial or pre-recorded voice messages, SMS text messages, e-mail directed to me at a mobile telephone service, or e-mail otherwise directed to me. YOU MAY USE SUCH MEANS OF COMMUNICATION EVEN IF I WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER MEANS.**

L. ADDITIONAL AGREEMENTS

1. I understand that you are located in Ohio and that my Application will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF MY LOAN, INCLUDING THIS LOAN AGREEMENT, WILL BE GOVERNED BY FEDERAL LAW AND OHIO LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES.
2. I agree to update the information on my Application whenever you ask me to do so.
3. The proceeds of my Loan will be used only for eligible education expenses at the School named in my Application.
4. Except as otherwise provided herein, my responsibility for paying my Loan is unaffected by the liability of any other person to me or by your failure to notify me that a required payment has not been made. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present my Application to me for payment or make protest of non-payment to me before suing to collect my Loan if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. Without losing any of your rights under this Loan Agreement, you may accept late payments or partial payments. **I will not send you partial payments marked "paid in full," "without recourse" or with other similar language unless those payments are marked for special handling and sent to Access Group Loan Servicing, P.O. Box 7480, Wilmington,**

DE 19803-0480, or to such other address as I may be given in the future.

5. I may not assign my Application or any of its benefits or obligations. You may assign my Loan (including my Application) at any time.
6. The terms and conditions set forth in my Application, this Loan Agreement and my Final Disclosure Statement constitute the entire agreement between you and me. In the event of any conflict between this Loan Agreement and the Final Disclosure Statement, the Final Disclosure Statement shall prevail.
7. If any provision of this Loan Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Loan Agreement without affecting the validity or enforceability of the remainder of this Loan Agreement.
8. A provision of this Loan Agreement may only be modified if jointly agreed upon in writing by you and me.
9. Dischargeability – I acknowledge that my Loan is subject to the limitations on dischargeability in bankruptcy established by Section 523(a)(8) of the U.S. Bankruptcy Code.
10. **Failure to Attend or Dissatisfaction with Education Program** – Except as otherwise provided herein, if I do not attend or am dissatisfied with the education program paid for with my Loan, I am not relieved of any obligation on my Loan.
11. All payments on my Loan will be made in United States dollars, and if paid by check or draft, drawn upon a financial institution located in the United States.
12. I agree that if I authorize you to withdraw the monthly payments due on my Loan as automatic debits from my checking or savings account, you will reduce my Margin by 0.25 percentage points. I also agree that, if I have qualified for this Margin reduction, and if any payment that I make or authorize is returned for any reason, you will increase my Margin by 0.25 percentage points and I am no longer eligible for any Margin reduction. If I have cancelled the automatic debit authorization, or if you have granted me a forbearance, you will increase my Margin by 0.25 percentage points.

M. CERTIFICATIONS AND AUTHORIZATIONS OF BORROWER

1. I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in my Application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that the proceeds of my Loan will be used for educational purposes as stated in my Application at the School named in my Application. I understand that I am responsible for repaying immediately any funds that I receive which are not to be used or which are not used for educational purposes. I hereby authorize the School to pay to you any refund which may be due me up to the amount of my Loan.
2. I authorize you or your agents to: (1) advise my School and its affiliates and agents of the status of my Application and my Loan (including my payment performance), (2) respond to inquiries from prior or subsequent lenders or holders with respect to my Loan and related documents, (3) release information and make inquiries to my School and to the persons I have listed in my Application as references, for the purposes of learning my current address, e-mail address and telephone number, and (4) verify my credit. I authorize my School to release, to you and other persons designated by you, any requested information pertinent to my Application or Loan (including enrollment status, prior loan history, current address and other contact information).

3. I authorize you and your agents to verify my Social Security number with the Social Security Administration (SSA) and, if the number on my loan record is incorrect, then I authorize SSA to disclose my correct social security number to these persons.

4. I acknowledge that if I default on my Loan, my School may withhold my transcript and deny any placement services to me to the extent permitted by applicable law.

N. ARBITRATION AGREEMENT

Except as expressly provided below, I agree that any claim, dispute or controversy arising out of or that is related to (a) my Loan, my Application, this Loan Agreement (including, without limitation, any dispute over the validity of this arbitration provision), my Approval Disclosure Statement, my acceptance, or my Final Disclosure Statement or (b) any relationship resulting from my Loan, or any activities in connection with my Loan, or (c) the disclosures provided or required to be provided in connection with my Loan (including, without limitation, the Approval Disclosure Statement and the Final Disclosure Statement), or the underwriting, servicing or collection of my Loan, or (d) any insurance or other service related to my Loan, or (e) any other agreement related to my Loan or any such service, or (f) breach of this Loan Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory (any "Claim") shall be, at my or your election, submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act before the American Arbitration Association (AAA) under its Commercial Arbitration Rules including the Supplementary Procedures for Consumer-Related Disputes, in effect at the time the arbitration is brought. For purposes of this Paragraph N, the terms "you," "your," "yours" and "Lender" include the Lender, its officers, directors, and employees, and its affiliates, subsidiaries, and parents, and any officers, directors, and employees of such entities.

RIGHT TO REJECT: I may reject this Arbitration Agreement by mailing a signed rejection notice to Access Group Loan Servicing, P.O. Box 7400, Wilmington, DE 19803-0400 within 60 days after the first Disbursement Date. Any rejection notice must include my name, address, e-mail address, telephone number and loan or account number.

You and I agree that neither party will elect to arbitrate any individual claim of less than \$5,000.

IF EITHER YOU OR I CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate Claims on a class action basis, and claims brought by or against me may not be joined or consolidated with claims brought by or against any other person. If I reside in the U.S., any arbitration hearing shall

take place in the federal judicial district in which I reside. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Loan Agreement gives a right to recover any of those fees from the other party. All fees and expenses of the arbitrator and administrative fees and expenses of the arbitration shall be paid by the parties as provided by the Commercial Arbitration Rules of the AAA governing the proceeding, including the Supplementary Procedures for Consumer-Related Disputes, to the extent applicable, or by specific ruling by the arbitrator, or by agreement of the parties. The arbitrator shall have the authority to award monetary damages and may grant any non-monetary remedy or relief available by applicable law and rules of the arbitration forum governing the proceeding and within the scope of this Agreement. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*, shall govern this arbitration provision. If I have a question about the American Arbitration Association, I can contact them as follows: American Arbitration Association, 1633 Broadway 110th Floor, New York, N.Y. 10019, 212-716-5800, www.adr.org.

If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect.

O. DISCLOSURE NOTICES

NOTICE TO CONSUMER. (For purposes of the following notice, the word "you" refers to the Borrower not the Lender) 1. DO NOT SIGN THE APPLICATION BEFORE YOU READ THIS LOAN AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS DOCUMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

Notice to Borrowers Regarding Loan Sales

I understand that my Loan will likely be sold while a balance remains outstanding. Any such sale will not result in any change to my Loan terms.

Federal Notices: I understand that the following notice is required by federal law when a new account is opened:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You or my School may also ask to see my driver's license or other identifying documents.

NOTICE

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

As a participant in the consumer credit reporting system, you furnish information about your experience with me to consumer reporting agencies. These consumer reports allow you to make credit and other opportunities available to me. If I believe that you have furnished information to a consumer reporting agency that is inaccurate, I will notify you at the address specified in Paragraph L.4 and identify the specific information that is inaccurate.

State Notices - I understand that the following notices are or may be required by state law and that these notices may not describe all of the rights that I have under state and federal law. Unless otherwise indicated, each notice applies or may apply to borrowers who live in the indicated state on the dates that they signed their Applications and to borrowers who are residents of that state.

FOR ALABAMA RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender)
CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

CALIFORNIA AND UTAH RESIDENTS: As required by law, I am notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill my credit obligation terms.

CALIFORNIA RESIDENTS: I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within 60 days a free copy of my consumer credit report from the consumer reporting agency which furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

IOWA, KANSAS AND NEBRASKA RESIDENTS: NOTICE TO CONSUMER (For purposes of the following notice, the word "you" refers to the Borrower not the Lender)
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE

TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

MISSOURI RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If you agree to make this loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my loan, taking collection action on my loan, or legitimate purposes associated with my loan.

NEVADA RESIDENTS: This is a loan for study.

NEW JERSEY RESIDENTS: The section headings of this Agreement are a table of contents and not contract terms. Portions of this Loan Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Loan Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

WASHINGTON RESIDENTS: Oral agreements or oral commitments to loan money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

WISCONSIN RESIDENTS: For married Wisconsin residents, my signature on my Application confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.59, Wisconsin Statutes, or court decree under Section 766.70, Wisconsin Statutes, adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred.

11492839 04/05/2010-Esign Copy-Web Application

Application and Loan Agreement for PEAKS Private Student Loan

Access Group Loan Servicing • P.O. Box 7430 • Wilmington, DE 19803

T
T.09.A

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties that may include fines or imprisonment under the United States Criminal Code.

1. Last Name (b) (6)		First Name (b) (6)		Middle Initial	2. U.S. Social Security Number or ID number (b) (6)	
3. Date of Birth (MM/DD/YYYY) (b) (6)		4. U.S. Driver's License Number State: MI Number: (b) (6)				
5. Current Address Address (b) (6) EASTPOINTE, MI 48021 *Telephone Number (b) (6) E-mail address (b) (6) 4@YAHOO.COM			Mailing Address Address (b) (6) EASTPOINTE, MI 48021 *Telephone Number (b) (6) <small>*By providing your phone number, you consent to receive unsolicited, pre-recorded or any other type of calls or text messages from the lender, any holder of the loan or any third-party debt collector at that number.</small>			
6. Prior U.S. Address Street N/A City N/A State N/A Zip Code N/A						
7. Personal References A. Name (b) (6) Address Telephone E-mail address						B. Name (b) (6) Address Telephone E-mail address
8. Loan Amount Requested \$ 14351.00			9. School Name ITT TECHNICAL INSTITUTE - TROY, MI			
10. Enrollment period for which loan is requested (MM/DD/YYYY) From: 12/01/2009 To: 09/01/2010						

Borrower Request for Loan and Promise to Pay

STUDENT BORROWERS MUST READ ALL PAGES OF THIS APPLICATION AND LOAN AGREEMENT AND SIGN BELOW.

This loan may not be your lowest cost loan option. You should maximize use of any federal loans and grants for which you may be eligible prior to taking this loan.

I request a loan from Liberty Bank, N.A., (the "Lender") in the amount set forth as the "Loan Amount Requested" in field 8 above, under the PEAKS Private Student Loan Program. The actual loan amount made to me may be greater than the "Loan Amount Requested" in field 8 above due to fee(s) being added to the principal amount as described in this Application and Loan Agreement.

I understand and acknowledge that Liberty Bank, N.A., its employees and agents, do not in any way endorse, promote or make any representations concerning the quality or financial strength of any educational institution. It is the responsibility of the borrower to determine the quality and financial strength of the educational institution. Any listing of educational institutions by Liberty Bank, N.A., its employees or agents, is solely for application submission and does not represent an endorsement of any educational institutions. This disclaimer may not be waived or modified by any employee or agent of Liberty Bank, N.A., its affiliates or subsidiaries.

By my signature, I acknowledge that I have read and understand the information contained in this Application and Loan Agreement, and I agree to be bound by those terms, including, but not limited to, the Promise to Pay in Section A of this Application and Loan Agreement. I certify that the information provided by me is true, complete and accurate to the best of my knowledge and belief. I authorize Liberty Bank, N.A., any assignee of Liberty Bank, N.A., and any guarantor of this loan to investigate my creditworthiness, to obtain consumer reports from consumer reporting agencies, from time to time, and to furnish information concerning my loan to the School, its affiliates and agents, and other persons who may legally receive such information. You may report information about my account to consumer reporting agencies. Late payments, missed payments or other defaults on my account may be reflected in such information. My authorization to obtain consumer reports from consumer reporting agencies is valid as long as any amounts are owed under this Application and Loan Agreement. I agree that you may investigate any information that is supplied in order to confirm my eligibility for this Loan Program. I agree that this Application and Loan Agreement provides for the compounding of interest. The originating lender to which this Application and Loan Agreement is directed is Liberty Bank, N.A., in Ohio.

NOTICE TO CONSUMER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS APPLICATION AND LOAN AGREEMENT WITHOUT PENALTY AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE IN ACCORDANCE WITH LAW.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.

11. Signature of Borrower E-Signed By: (b) (6) 12. Date 04/09/2010



Private Education Loan Applicant Self-Certification



OMB No. 1845-0101
Form Approved
Exp. Date 02-28-2013

AccessGroup.Org • 800-282-1550

Important: Pursuant to Section 155 of the Higher Education Act of 1965, as amended, (HEA) and to satisfy the requirements of Section 128(e)(3) of the Truth in Lending Act, a lender must obtain a self-certification signed by the applicant before disbursing a private education loan. The school is required on request to provide this form or the required information only for students admitted or enrolled at the school. Throughout this Applicant Self-Certification, "you" and "your" refer to the applicant who is applying for the loan. The applicant and the student may be the same person.

Instructions: Before signing, carefully read the entire form, including the definitions and other information on the following page. Submit the signed form to your lender.

SECTION 1: NOTICES TO APPLICANT

- Free or lower-cost Title IV federal, state, or school student financial aid may be available in place of, or in addition to, a private education loan. To apply for Title IV federal grants, loans and work-study, submit a Free Application for Federal Student Aid (FAFSA) available at www.fafsa.ed.gov, or by calling 1-800-4-FED-AID, or from the school's financial aid office.
- A private education loan may reduce eligibility for free or lower-cost federal, state, or school student financial aid.
- You are **strongly** encouraged to pursue the availability of free or lower-cost financial aid with the school's financial aid office.
- The financial information required to complete this form can be obtained from the school's financial aid office. If the lender has provided this information, you should contact your school's financial aid office to verify this information and to discuss your financing options.

SECTION 2: COST OF ATTENDANCE AND ESTIMATED FINANCIAL ASSISTANCE

If information is not already entered below, obtain the needed information from the school's financial aid office and enter it on the appropriate line. Sign and date where indicated.

A. Student's cost of attendance for the period of enrollment covered by the loan	\$	28513
B. Estimated financial assistance for the period of enrollment covered by the loan	\$	14162
C. Difference between amounts A and B	\$	14351

WARNING: If you borrow more than the amount on line C, you risk reducing your eligibility for free or lower-cost federal, state, or school financial aid.

SECTION 3: APPLICANT INFORMATION

Enter or correct the information below.

Full Name and Address of School MI - ITT TECHNICAL INSTITUTE - TROY, MI, Troy, MI 48080-1905

Applicant Name (last, first, MI) (b) (6) Date of Birth (mm/dd/yyyy) (b) (6)

Permanent Street Address (b) (6) e

City, State, Zip Code Eastpointe MI 48021

Area Code / Telephone Number Home (b) (6) Other (b) (6)

E-mail Address (b) (6) yahoo.com

Period of Enrollment Covered by the Loan (mm/dd/yyyy) From 12 / 01 / 2009 to 09 / 01 / 2010

If the student is not the applicant, provide the student's name and date of birth.

Student Name (last, first, MI) _____ Student Date of Birth (mm/dd/yyyy) ____/____/____

SECTION 4: APPLICANT SIGNATURE

I certify that I have read and understood the notices in Section 1 and, that to the best of my knowledge, the information provided on this form is true and correct.

Signature of Applicant E-Signed By: (b) (6) Date (mm/dd/yyyy) 4/5/2010

2/12/2010

SECTION 5: DEFINITIONS

Cost of attendance is an estimate of tuition and fees, room and board, transportation, and other costs for the period of enrollment covered by the loan, as determined by the school. A student's cost of attendance may be obtained from the school's financial aid office.

Estimated financial assistance is all federal, state, institutional (school), private, and other sources of assistance used in determining eligibility for most Title IV student financial aid, including amounts of financial assistance used to replace the expected family contribution. The student's estimated financial assistance is determined by the school and may be obtained from the school's financial aid office.

A **lender** is a private education lender as defined in Section 140 of the Truth in Lending Act and any other person engaged in the business of securing, making, or extending private education loans on behalf of the lender.

A **period of enrollment** is the academic year, academic term (such as semester, trimester, or quarter), or the number of weeks of instructional time for which the applicant is requesting the loan.

A **private education loan** is a loan provided by a private education lender that is not a Title IV loan and that is issued expressly for postsecondary education expenses, regardless of whether the loan is provided through the school that the student attends or directly to the borrower from the private education lender. A private education loan does not include (1) An extension of credit under an open-end consumer credit plan, a reverse mortgage transaction, a residential mortgage transaction, or any other loan that is secured by real property or a dwelling; or (2) An extension of credit in which the school is the lender if the term of the extension of credit is 90 days or less or an interest rate will not be applied to the credit balance and the term of the extension of credit is one year or less, even if the credit is payable in more than four installments.

Title IV student financial aid includes the Federal Pell Grant Program, the Academic Competitiveness Grant (ACG) Program, the Federal Supplemental Educational Opportunity Grant (FSEOG) Program, the Leveraging Educational Assistance Partnership (LEAP) Program, the Federal Family Education Loan Program (FFELP), the Federal Work-Study (FWS) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan Program, the National Science and Mathematics Access to Retain Talent Grant (National SMART Grant) Program, and the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program. To apply for Title IV federal grants, loans, and work-study, submit a Free Application for Federal Student Aid (FAFSA), which is available at www.fafsa.gov, by calling 1-800-4-FED-AID, or from the school's financial aid office.

SECTION 6: PAPERWORK REDUCTION NOTICE

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0101. The time required to complete this information collection is estimated to average 0.25 hours (15 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4651.

If you have any comments or concerns regarding the status of your individual submission of this form, contact your lender.

2/12/2010

ASC001.0210

ED00011999

PRIVATE EDUCATION LOAN APPROVAL DISCLOSURE

PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:
ACCESS GROUP
5500 BRANDYWINE PARKWAY
WILMINGTON, DE 19803
1-800-282-1550 OR 302-477-6499

BORROWER:
(b) (6)

CREDITOR:

LIBERTY BANK, N.A.
25201 Chagrin Blvd. #120
Beachwood OH 44122

Date Disclosure Prepared: Apr. 09, 2010
Application ID: (b) (6)

Loan Rates & Estimated Total Costs

Total Loan Amount	Interest Rate	Finance Charge	Total of Payments
\$15,786.10	14.750%	\$29,294.20	\$43,645.20
The total amount you are borrowing.	Your current interest rate.	The estimated dollar amount the credit will cost you.	The estimated dollar amount you will have paid when you have made all payments.

ITEMIZATION OF AMOUNT FINANCED ABOUT YOUR INTEREST RATE

Amount paid to you	\$0.00
Amount paid to others on your Behalf: ITT TECHNICAL INSTITUTE - TROY, MI	+
	\$14,351.00
Amount Financed (total amount provided)	-
	\$14,351.00
Initial Finance Charges (total) Loan Guaranty Fee (\$0.00) Loan Origination Fee \$1,435.10	+
	\$1,435.10
Total Loan Amount	= \$15,786.10

- Your rate is variable. This means that your actual rate varies with the market and could be lower or higher than the rate on this form. The variable rate is based upon the U.S. Prime Rate, as published in *The Wall Street Journal*. For more information on this rate, see Reference Notes.
- Although your rate will vary, it will never exceed 25% (the maximum allowable for this loan).
- Your Annual Percentage Rate (APR) is 16.504%. The APR is typically different from the Interest Rate, since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.

FEES

- Late Charge: \$10.00 for each payment that is more than 15 days late.

Estimated Repayment Schedule & Terms

10 YEAR LOAN TERM	MONTHLY PAYMENTS	
	at 14.750% The current interest rate of your loan	at 25% The maximum interest rate possible for your loan
May. 21, 2010 - Nov. 19, 2012 Deferment Period	No payment required (\$6,973.10 in Interest will accrue during this time)	No payment required (Interest will accrue during this time)
Nov. 20, 2012 - Nov. 20, 2022 120 monthly payments	\$363.71	\$517.76
monthly payment		

The estimated Total of Payments at the Maximum Rate of Interest would be

\$62,131.20

Continued on page 2.

Federal Loan Alternatives

Loan program	Current Interest Rates by Program Type	
PERKINS for Students	5.0%	fixed
STAFFORD for Students	5.6%	fixed Undergraduate subsidized
	6.8%	fixed Undergraduate unsubsidized and Graduate
PLUS for Parents and Graduate/Professional Students	8.5%	fixed Federal Family Education Loan
	7.9%	fixed Federal Direct Loan

You may qualify for Federal education loans.

For additional information, contact your school's financial aid office or the Department of Education at:

www.federalstudentaid.ed.gov

Next Steps & Terms of Acceptance

This offer is good until:

May. 12, 2010

1. Find Out About Other Loan Options.

Contact your school's financial aid office for more information.

2. You Have Until May. 12, 2010 to Accept This Offer.

The terms of this offer will not change except as permitted by law and the variable interest rate may change based on the market.

To accept the terms of this loan, click on the button below this Disclosure.

REFERENCE NOTES

Variable Interest Rate:

- Your loan has a variable interest rate that is based on a publicly available index, the U.S. Prime Rate as published in *The Wall Street Journal*, which is currently 3.250%. Your rate is calculated each month by adding a margin of 11.500% to the current index, rounded up to the nearest one-eighth of one percent (0.125%).
- The interest rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the interest rate, and whether you defer (postpone) payments while in school.
- The rate will not increase more than once a month, but there is no limit to the amount that the rate could increase at one time. Your rate will never exceed 25%.
- If the interest rate increases, your monthly payments will be higher.

Repayment Options:

Although you are not required to, you can make payments of principal and interest during the deferment period. More information about repayment deferral or forbearance options is available in your loan agreement.

Prepayments:

If you pay the loan off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the prepaid finance charge.

Bankruptcy Limitations

This is an education loan. If you file for bankruptcy, you may still be required to pay back this loan.

Estimated Repayment Schedule & Terms

This information is based on the following assumptions:

- That the deferment period equals 30 months, consisting of a 24-month in-school period, plus a 6-month grace period.
- That a single loan disbursement was made and your deferment period began 45 days after the loan period begin date or 45 days after the date of this disclosure if your loan period began in the past.
- That interest was capitalized monthly throughout the deferment period.
- That a minimum monthly payment of \$50 is required, which may cause your loan to be fully paid in less than the 10-year (120-month) repayment period.

See your loan agreement for any additional information about nonpayment, default, or any required payment in full before the scheduled date.



Print Records

ITT Technical Institute - 008329

You have successfully certified this loan.

[Detail View](#) [Print Selected](#)

Student Name (b) (6) Student SSN Type of Loan CommonLine ID Loan Period Grade Level Est. Graduation Date Enrollment Status Print/Mail Area of Study School Use	At least half time No Undergraduate	Certified Amount \$14,351.00 Disbursements <table border="1"><thead><tr><th>Date</th><th>Amount</th></tr></thead><tbody><tr><td>4/22/2010</td><td>\$14,351.00</td></tr></tbody></table>	Date	Amount	4/22/2010	\$14,351.00
Date	Amount					
4/22/2010	\$14,351.00					

© 2010 by Access Group, Inc.

VERBAL VALIDIFICATION ADDITIONAL INFORMATION

SOURCE PROVIDING INFORMATION:

Graduate

Employer

Employer's Name (please print legibly)

Employer's Title (please print legibly)

Other (Please give name, relationship to graduate and contact information)

SOURCE RECEIVING INFORMATION:

Margaret Wills

Career Services Specialist

Print Name

Print Title

(b) (6)

8/30/11

Signature

Date

ADDITIONAL INFORMATION/COMMENTS:

(b) (6) indicates she is utilizing the skills and knowledge contained in her core courses 50-100% of the time on her job.

Some of the core courses being utilized are: Correctional Operation and Administration, Multicultural Law Enforcement

and Crime Prevention. (b) (6) did not want to share her salary at this time. (b) (6) is a September of 2011 BSCJ

Graduate at ITT Technical Institute located at 1522 E. Big Beaver Rd, Troy, MI 48083.

8/30/11 MW Per (b) (6) Salary is \$24,960.00

9/1/11 MW- Referred B.EI to Jiffany Daybagner due to incorrect name on fax cover

- educational counseling, financial literacy or debt-management materials provided to borrowers, if the identification of any Lender that assisted in preparing, providing or paying for any of those materials is disclosed on the materials;
- entrance and exit counseling services provided by Lenders to student borrowers to meet ITT Technical Institutes' responsibilities under federal law, provided that:
 - ITT Technical Institute staff is in control of the services;
 - the services are not provided in-person by any Lenders; and
 - the Lender does not promote or secure applications for its Loans or other products or services during the provision of those services;
- items of de minimus value that are offered as a form of generalized marketing or advertising, or to create good will; and
- other services provided by Lenders to ITT Technical Institute or an Agent that are identified and approved by the U.S. Department of Education ("DOE").

ITT Technical Institute's financial aid professionals are available to assist student and parent borrowers and answer any questions that they may have regarding the federal and private Loans available for those who qualify.

STUDENT SERVICES

Career Services

The school's career services as specified below, are available to students and interested graduates, but the school does not make any promise or representation whatsoever to any student or graduate: (1) that the student or graduate will obtain any employment, whether full-time, part-time, upon graduation, during school, related to his or her education or otherwise; or (2) regarding any career opportunity, position, salary level and/or job title in any employment that the student or graduate may obtain, whether during school or upon graduation. No employment information or career service provided by the school to any student or graduate will be considered by the student or graduate, either expressly or impliedly, as any: (a) guarantee or promise of employment; (b) likelihood of employment; (c) indication of the level of employment or compensation any student or graduate may expect; or (d) indication of the types or job titles of positions for which students or graduates may qualify. Students and graduates are encouraged to not place restrictions on their job search endeavors regarding location, starting salary or specific benefits, as doing so may similarly restrict employment options and opportunities. Any employment that a student or graduate may obtain with the help of the school's career services will, in all probability and likelihood, be at an entry-level position.

Part-time Career Services

The school will assist any interested student enrolled in a resident program of study (not an online program of study) at the school in finding part-time work during his or her enrollment in the program of study. The student must schedule his or her part-time employment so it does not interfere with the student's Class Schedule.

Graduate Career Services

The student will be advised of job postings and interview opportunities. Students will also be advised of where to access information on how to prepare for and appear at job interviews and how to conduct himself or herself during job interviews. The school offers helpful reference sources to assist the student in locating firms and geographic areas within the United States that offer employment opportunities related to his or her education. Job search activities generally intensify as the student nears graduation, so the student is encouraged to maintain contact with the Career Services Department and utilize its assistance. The Career Services Department is available to consult with any interested student regarding career opportunities that may be available to him or her upon graduation. Alumni are also welcome to contact the Career Services Department for information on career opportunities. The graduate may have to relocate to take advantage of employment opportunities he or she may receive from potential employers.

Preparatory Offering

All students are strongly encouraged to utilize the services and tools offered by the school to help them improve their preparation for the math and verbal coursework in their programs.

Housing Assistance

A resident student may obtain from the school a list of potential housing accommodations within the vicinity of the school. The school does not operate any on- or off-campus housing. Any resident student requiring housing assistance is encouraged to contact the school prior to beginning classes for information on local apartment availability and general rental matters such as lease requirements, security deposits, furniture rentals and utilities. The resident student and his or her parents are, however, solely responsible for the resident student's housing arrangements, as well as the student's security and safety.

Student Activities

The school encourages student activities to help develop individual initiative, group leadership and cooperation. It is a goal of the school to help provide students with the opportunity to participate in activities which relate to educational objectives, satisfy social needs, provide recreational opportunities and encourage cultural enrichment. School-related student activities must be sanctioned, approved and supervised by the school.

CAMPUS INFORMATION

History of Main Campus - ITT Technical Institute, Indianapolis (Angola Court), Indiana

ITT Technical Institute, Indianapolis, opened in 1956. ITT Corporation acquired the Sams Company and the school in 1966. This school was one of the three original schools of ITT Educational Services, Inc. The school now offers associate's degree programs of study in Accounting, Business Accounting Technology, Business Administration, Business Management, Computer and Electronics Engineering

ACKNOWLEDGEMENT

I acknowledge receipt of the ITT Technical Institute Student Handbook and all disclosures contained therein (including the items referenced below,) and am aware that I can access and print this Handbook from the ITT Technical Institute website:

1. Academic Dishonesty Policy;
2. Alcohol and Drug Policy;
3. Community Resources;
4. Completion and Retention Rate Disclosure;
5. Computer and Electronic Information Policy;
6. Copyright Infringement;
7. Credit for Previous Education or Experience;
8. Family Educational Rights and Privacy Act Annual Notification;
9. Rape, Acquaintance Rape and Other Forcible and Non-Forcible Sex Offense Prevention Information;
10. Safety and Security Policies and Crime Statistics Report;
11. Student Body Diversity;
12. Student Complaint/Grievance Procedure;
13. Suspension of Eligibility for Federal Student Financial Aid as a Result of Drug-Related Offenses; and
14. Reinstatement of Eligibility of Federal Student Financial Aid as a Result of Drug-Related Offenses.

(b) (6)

Print Name _____

(b) (6)

Signature *Δ* _____

Date *10/31/09* _____

July 18, 2013

Anthony S. Bieda
Vice President of External Affairs, ACICS
750 First Street NE Suite 980
Washington, DC 20002-4223

Re: "The Down Side of For-Profit Colleges"

Dear Mr. Bieda,

Thank you for the opportunity to respond to the concerns identified by your office as a result of the AXS TV public news report, "The Down Side of For-Profit Colleges." We have reviewed these concerns and determined the following:

1. The "clip" presented in the Rather report alleging that prospective students are "being denied the chance to speak with a financial aid officer before enrolling," was not recorded at an ITT Technical Institute school but rather at another institution. ITT Technical Institute's enrollment process includes an appointment with the Finance Department during which prospective students are assisted in applying for financial aid through the Free Application for Federal Student Aid (FAFSA), are advised of the estimated charges for their programs of study, and are made aware of the estimated amount of financial aid they have qualified to receive to apply toward those charges should they decide to enroll. It is in this meeting with the Finance Department representative, or Financial Aid Coordinator (FAC), that prospective students make the decision to enroll and then decide whether they will attend school full or part time, and it is only by completing this meeting that a student's Enrollment Agreement (EA) is initiated and signed by the student and the FAC. At ITT Technical Institute, a prospective student would not be able to complete the enrollment process without meeting with an FAC, discussing estimated costs and estimated funding and sources, and then signing his or her EA. We have attached copies of ITT Technical Institute graduate (b) (6) EAs showing her signatures along with those of the FACs who assisted her in completing the enrollment process at our Troy, MI school (Exhibit 1) even though she has not made any claims that her enrollment was processed improperly. We have also attached a description of the training our representatives receive as well as the slide from the presentation that students receive as part of the enrollment process that refers to meeting with the Finance Department (Exhibit 2). Finally, in the unlikely event that a prospective student was denied the opportunity to meet with an FAC, ITT Technical Institute's school Catalog, which covers the full range of financial aid matters, is posted on the our institution's website and freely available to anyone with access to the internet. We have attached a copy of the school Catalog section addressing Financial Aid (Exhibit 3).
2. Regarding the PEAKS loan application process, students who applied for and qualified for PEAKS loans filled out and signed an Application and Loan Agreement acknowledging and agreeing to the terms of the loan. ITT Technical Institute did not

establish the qualifications, determine the interest rates, or determine the loan amount that any student may have qualified for. If a student decided to apply for a PEAKS loan and met the qualifications established by PEAKS, the FAC provided the information to the qualifying student, but any questions about loan terms, interest rates, or other information about the loan would have had to have been discussed directly with PEAKS. While the PEAKS loan program is no longer offered as an option to our students, we have attached a copy of the PEAKS paperwork that would have been provided to students who qualified for and decided to accept a PEAKS loan (Exhibit 4). We have also attached copies of (b) (6) s PEAKS loan applications even though she has not made any allegations that she was not properly informed of any information regarding her PEAKS loans (Exhibit 5).

3. The allegation from the report that “vacancies of instructional personnel are being left unfulfilled resulting in students being advised to fulfill academic requirements through independent study without regard to an assessment of satisfactory academic progress” does not contain sufficient information to review. We would need specific locations, names of courses, and names of instructors, in order to determine whether or not this claim can be substantiated. The alleged practice, however, is not consistent with ITT Technical Institute’s policies and practices. In the event that the scheduled instructor for a course is no longer available to teach that course, we place a qualified substitute instructor or instructors in that course until a qualified, permanent replacement instructor is available for the course.
4. Concerning the reporting of (b) (6) job placement, the Graduate Employment Information (GEI) form dated August 30, 2011 (Exhibit 6) indicates Ms. (b) (6) was employed full-time in her field of study. The GEI was executed by Career Services Specialist (CSC) Margaret Wills who verbally verified Ms. (b) (6) employment information. Ms. Wills is no longer employed at ITT Technical Institute, so we are not able to confirm whether she misunderstood or misinterpreted Ms. (b) (6) verbal report of her employment or if the information was deliberately recorded incorrectly. It should be noted, however, that Ms. (b) (6) did not subsequently contact the Career Services Department at the Troy school to request assistance in obtaining a new, better position. Had Ms. (b) (6) contacted the Career Services Department to inform them she was interested in seeking other employment, she would have had access to the full range of job search services that we offer as described in the school’s Catalog. We have attached the relevant Catalog page describing the Career Services assistance available to our graduates (Exhibit 7). The Troy school director, Emily Campbell, and Troy Director of Career Services, Deborah White, have reached out to Ms. (b) (6) and have scheduled a meeting with her at noon on Tuesday, July 25 to discuss what kind of assistance we can offer to help Ms. (b) (6) pursue a different employment opportunity.
5. Additionally, it should also be noted that at the time of enrollment, Ms. (b) (6) signed an Acknowledgment form (Exhibit 8) confirming her receipt of the Student Handbook (Exhibit 9) and the Student Complaint/Grievance Procedure. Ms. (b) (6) did not register any complaints about her experience with the Career Services Department either

with the Troy school's administration or with the Student Relations Department at our corporate headquarters. We have attached the Student Complaint/ Grievance Procedure for your reference (Exhibit 10).

Again, we thank you for allowing us to address your concerns. Please contact us if you require any additional information.

Sincerely,

(b) (6)

Jane Laskowski Hart
Student Relations Supervisor
ITT Educational Services, Inc.

Enc.

Limitation of Liability

IN NO EVENT WILL THE STUDENT OR THE SCHOOL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) OR EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE SCHOOL'S MAXIMUM LIABILITY TO THE STUDENT FOR ALL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE STUDENT'S ENROLLMENT AGREEMENT (INCLUDING ANY AMENDMENTS OR ADDENDA THERETO) OR THIS CATALOG OR THE SUBJECT MATTER THEREOF EXCEED THE LESSER OF: (A) THE ACTUAL DIRECT DAMAGES INCURRED BY THE STUDENT THAT WERE CAUSED BY THE SPECIFIC SERVICE OR PRODUCT PROVIDED BY THE SCHOOL UNDER THE STUDENT'S ENROLLMENT AGREEMENT THAT IS THE SUBJECT OF THE STUDENT'S COMPLAINT; OR (B) THE AMOUNT OF TUITION, FEES AND/OR COST OF ANY TOOLS RECEIVED BY THE SCHOOL FROM OR ON BEHALF OF THE STUDENT FOR THE SPECIFIC SERVICE OR PRODUCT PROVIDED BY THE SCHOOL UNDER THE STUDENT'S ENROLLMENT AGREEMENT THAT DIRECTLY CAUSED SUCH DAMAGE. Notwithstanding anything above to the contrary in this Limitation of Liability section, if any limitation of liability conflicts with the substantive law governing the student's Enrollment Agreement or this catalog, the substantive law with respect to such limitation will control.

The provisions of the student's Enrollment Agreement and this catalog allocate risks between the student and the school. The amount of tuition and fees and the cost of any tools purchased by the student from the school that the student was required to obtain for the program of study reflect this allocation of risk and the limitation of liability.

Student Complaint/Grievance Procedure

Statement of Intent: To afford full consideration to student complaints concerning any aspect of the programs, facilities or other services offered by or associated with ITT Technical Institute. This complaint procedure is intended to provide a formal framework within which such complaints may be resolved. This procedure is not, however, a substitute for other available informal means of resolving complaints or other problems. Students are encouraged to communicate their concerns fully and frankly to members of the school faculty and administration. Reasonable measures will be undertaken to preserve the confidentiality of information that is reported during the investigation and to protect persons who report information from retaliation.

Procedure

All student complaints will be handled in the following manner:

Step One - Contact School Director

1. A student must present to the school Director (ITT Technical Institute, 9511 Angola Court, Indianapolis, Indiana 46268-1119, telephone (317) 875-8640) any complaint relating to any: (a) aspect of the programs, facilities or other services provided by the school; (b) action or alleged misrepresentation by an employee or representative of the school; (c) discrimination or harassment based on race, religion, color, age, sex, sexual orientation, national origin, disability, gender or any other protected status by any student, applicant, faculty member or other school employee, or visitor or invitee of the school; and (d) school activity. The complaint may be oral or written. The school Director will promptly acknowledge receipt of the complaint.
2. The school Director will meet with the student to discuss and respond to the complaint. The school Director's response may be oral or written and will address the specific complaint and indicate what, if any, corrective action has been proposed or accomplished.
3. Within three (3) school days of any such discussion, the school Director will prepare a written summary of the discussion, including any agreed upon or proposed solution of the student's complaint. The school Director will take the necessary steps to ensure that any agreed upon solution or other appropriate action is taken.

Step Two - Appeal to ITT Educational Services, Inc. ("ITT/ESI")

1. If a complaint is not resolved to the student's satisfaction, the student will, as soon as possible after the student's discussion with the school Director, submit the complaint on a Student Complaint Summary form to the Student Relations Specialist, ITT/ESI, 13000 N. Meridian Street, Carmel, Indiana 46032-1404, telephone (800) 388-3368.
2. Within ten (10) days after receipt of the student's written letter of complaint, the Student Relations Specialist, ITT/ESI, or designee will reply to the student in writing, specifying what action, if any, ITT/ESI will undertake.

Step Three - Contact the State

If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is an Arizona resident, the student may file a complaint with the Arizona State Board for Private Postsecondary Education, 1400 W. Washington Street, Room 260, Phoenix, Arizona 85007, telephone (602) 542-5709 and Web site address: <http://azppse.state.az.us>. The student must contact the State Board for further details. If the complaint has not been resolved by ITT/ESI to the satisfaction of the student and the student is a Tennessee resident, the complaint may be referred to the Tennessee Higher Education Commission, 404 James Robertson Parkway, Suite 1900, Nashville, TN 37243-0830, telephone (615) 741-5293. If the complaint has not been resolved to the satisfaction of the student and the student is a Wisconsin resident, the complaint may be registered with the Educational Approval Board, 30 West Mifflin Street - 9th Floor, Madison, Wisconsin 53703, telephone (608) 266-3185. If the complaint has not been resolved by ITT/ESI to the satisfaction of the student, and the student is a Georgia resident, the student may contact the Georgia Nonpublic Education Commission, 2082 East Exchange Place, Suite 220, Tucker, GA 30084, telephone (770) 414-3300 or www.gnpec.org. If the complaint has not been resolved by ITT/ESI to the satisfaction of the student, and the student is a Kentucky resident, the student may contact the Kentucky Council on Postsecondary Education, 1024 Capital Center Drive, Suite 320, Frankfort, KY 40601-8204, telephone (502) 573-1555. If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is a Kansas resident, the student may contact the Kansas Board of Regents. The complaint procedure and form are located at the following website: <http://www.kansasregents.org/privatepostsecondarycomplaintprocess>. Kansas Board of Regents, 1000 SW Jackson St., Ste 520, Topeka, KS 66603 (785) 296-4917. If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is a Maryland resident, the student may file a complaint with the Maryland Higher Education Commission, 6 North Liberty Street, Baltimore MD 21201, telephone (410) 767-3301, Web site address,

<http://www.mhec.state.md.us/>. The student may also contact the Maryland Attorney General's Office, located at 200 Saint Paul Place, Baltimore, MD 21201, telephone (410) 576-6550, Web address <http://www.oag.state.md.us/>. If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is a resident of a state other than those listed above, the applicant may file a complaint with the State of Indiana Board for Proprietary Education, 101 West Ohio Street, Suite 670, Indianapolis, Indiana 46204-1984 (Toll Free Number 1-800-227-5695 or (317) 464-4440). The student must contact the Commission for further details. The student may also file a complaint with the Indiana Attorney General's Office, located at Indiana Government Center South, 302 W. Washington St., 5th Floor, Indianapolis, IN 46204, telephone (317) 232-6201, email address Constituent@atg.in.gov.

Step Four - Contact the Accrediting Council

If the complaint has not been resolved by ITT/ESI to the satisfaction of the student, the complaint may also be referred to the Accrediting Council for Independent Colleges and Schools, 750 First Street, NE, Suite 980, Washington, DC 20002-4241, telephone (202) 336-6780.

Resolution of Disputes

The following procedure applies to the resolution of any dispute arising out of or in any way related to a student's Enrollment Agreement with the school, any amendments or addenda thereto, and or the subject matter thereof, including, without limitation, any statutory, tort, contract or equity claim (individually and collectively, the "Dispute"):

- (a) The parties are encouraged to make an initial attempt, in good faith, to resolve the Dispute pursuant to the school's Student Complaint/Grievance Procedure or through other informal means.
- (b) If the Dispute is not resolved pursuant to the school's Student Complaint/Grievance Procedure or through other informal means, then the Dispute will be resolved by binding arbitration between the parties. Arbitration is the referral of a dispute to an impartial person for a final and binding determination. Both the student and the school agree that the Enrollment Agreement involves interstate commerce and that the enforceability of this Resolution of Disputes section will be governed, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. §1-9 (the "FAA").

The arbitration between the student and the school will be administered by the American Arbitration Association ("AAA") or, in the event the AAA declines or is unable to administer the arbitration, by an arbitration forum or arbitrator that the student and the school mutually agree upon. If, after making a reasonable effort, the student and the school are unable to agree upon an arbitration forum or arbitrator, a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the AAA's Commercial Arbitration Rules ("Commercial Rules") and, when deemed appropriate by the arbitration forum or arbitrator, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Consumer Procedures"), or the appropriate rules of any alternative arbitration forum selected by the student and the school or appointed by a court, subject to the following modifications:

- (1) The arbitration will be conducted before a single arbitrator (without a jury) who will be a former federal or state court judge and will have at least 10 years of experience in the resolution of civil disputes.
- (2) The site of the arbitration will be the city in which the school is located.
- (3) The substantive law which will govern the interpretation of a student's Enrollment Agreement and the resolution of the Dispute will be the law of the state where the school is located, except that the enforceability of this Resolution of Disputes section will be governed, both procedurally and substantively, by the FAA.
- (4) The arbitrator will have the exclusive authority to determine and adjudicate any challenge to the enforceability of this Resolution of Disputes Section.
- (5) The scope of the arbitration will be limited to the Dispute between the student and the school. In the arbitration between the student and the school:
 - no claims of any other person will be consolidated into the arbitration or otherwise arbitrated together with any claims of Student;
 - no claims will be made on behalf of any class of persons;
 - no representative actions of any kind are permitted, including, without limitation, class actions and class arbitrations; and
 - the arbitrator may not preside over any representative action.
- (6) The parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be appropriate to allow for a fair hearing, taking into consideration the claims involved and the expedited nature of arbitration.
- (7) The school will pay the amount of any arbitration costs and fees charged to the student under the Commercial Rules or Consumer Procedures that exceed the costs and fees that the student would incur if the student filed a similar action in a court having proper jurisdiction.
- (8) In any of the following arbitration-related proceedings, the prevailing party will be entitled to recover its reasonable attorneys' fees:
 - any motion which any party is required to make in the courts to compel arbitration of a Dispute; or
 - any challenge to the arbitration award, whether to the arbitrator or the courts, for the purpose of vacating, modifying or correcting the award.
- (9) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential. The parties will have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.
- (10) If any provision of this Resolution of Disputes section or its application is invalid or unenforceable, that provision will be severed from the remainder of this section and the remainder of this section will be binding and enforceable.

The Commercial Rules, Consumer Procedures and other information regarding the AAA's arbitration procedures are available from the AAA, which can be contacted by mail at 1633 Broadway, 10th Floor, New York, New York 10019, by telephone at (800) 778-7879 or through its Web site at www.adr.org.

Family Educational Rights and Privacy Act of 1974, as Amended

Statement of Compliance

1. General Policy

Under the authority of the Family Educational Rights and Privacy Act of 1974, as amended ("Act"), a student has the right to examine certain records concerning the student which are maintained by the school. The school must permit the student to examine such records within 45 days after the school receives a written request from the student. The school will also permit the student to obtain a copy of such records upon payment of a reproduction fee. A student may request that the school amend his or her education records on the grounds that they are inaccurate, misleading or in violation of the student's right of privacy. In the event the school refuses to so amend the records, the student may, after complying with the Student Complaint/Grievance Procedure, request a hearing. If the outcome of a hearing is unsatisfactory to the student, the student may submit an explanatory statement for inclusion in his or her education record. A student has the right to file a complaint with the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, DC 20202-4605, concerning the school's alleged failure to comply with the Act.

2. Education Records

Education records are records maintained by the school which contain information directly related to the student. Examples of education records are the student's education, career services and financial aid files. The only persons allowed access to such records are those who have a legitimate administrative or educational interest.

3. Exemptions

The following records are exempt from the Act:

- (a) Financial records of the student's parents.
- (b) Confidential letters and recommendations relating to admission, employment or honors to which the student has waived his or her right to inspect.
- (c) Records about students made by faculty or administrators which are maintained by, and accessible only to, the faculty and administration.
- (d) Records made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting or assisting in such capacity, and which are available only to persons providing the treatment.
- (e) Employment records for school employees who are also current or former students.
- (f) Records created or received after an individual is no longer a student at the school and are not directly related to the individual's attendance as a student at the school.
- (g) Grades on peer-graded papers that have not been collected and recorded by an instructor.

4. Review of Records

It is the policy of the school to monitor educational records to insure that they do not contain information which is inaccurate, misleading or otherwise inappropriate. The school may destroy records which it determines, in its discretion, are no longer useful or pertinent to the student's circumstances.

5. Directory Information

Directory Information (as defined below) is that information which may be unconditionally released without the student's consent, unless the student specifically requests in writing that such information not be released. The school requires that such request must (I) specify what categories of Directory Information are to be withheld by the student and (II) be delivered to the school Director within 15 days after the student starts class. Any such request must be renewed annually by the student. "Directory Information" means information contained in a student's education record which would generally not be considered harmful or an invasion of privacy if disclosed. Directory Information includes, but is not limited to, the student's name; address(es); telephone number(s); electronic mail address(es); photograph; grade level; enrollment status (e.g., full-time or part-time); date and place of birth; program of study; extracurricular activities; credentials, awards and recognition (i.e., honors) received; last school attended; dates of attendance (i.e., enrollment period(s), not daily attendance record); and student or user ID number (other than a social security number), but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity which are known or possessed only by the authorized user.

6. Access Without Student Consent

The school may release a student's education records without written consent of the student to:

- (a) Other school officials who have a legitimate educational interest.
- (b) Other schools where the student has applied for admission or is enrolled, so long as the information is for purposes related to the student's attendance at those other schools.
- (c) Authorized representatives of the U.S. Department of Education, state and local education authorities, the Comptroller General of the United States or the Attorney General of the United States.
- (d) Providers of financial aid (and services in connection therewith) for which the student has applied or received, including, without limitation, lenders, Veterans Administration, state vocational rehabilitation agencies and collection agencies, if the information is for purposes of determining eligibility for aid, determining the amount of the aid, determining the conditions of the aid or enforcing the terms and conditions of the aid.
- (e) State and local authorities where required.
- (f) Accrediting agencies.
- (g) A parent (whether a natural parent, guardian or an individual acting as a parent in the absence of a parent or guardian) of a student who is a dependent of the parent for purposes of the Internal Revenue Code. The school is not required, however, to release such records.
- (h) Any court in which the student or a parent of the student initiates a legal action against the school, but only with respect to the student's education records that are relevant for the school to defend itself.



ITT Technical Institute

STUDENT HANDBOOK

Indianapolis
June 2013

MISSION STATEMENT

The ITT Technical Institute is an institution of higher learning that is committed to offering quality undergraduate, graduate and continuing education locally, nationally and worldwide to students of diverse backgrounds, interests and abilities. The institution offers career-related educational programs that integrate life-long learning with knowledge and skills to help students:

- Pursue their personal interests and objectives;
- Develop intellectual, analytical and critical thinking abilities; and
- Provide service to their communities.

The programs employ traditional, applied and adult-learning pedagogies and are delivered through traditional, accelerated and distance methodologies in a learner-centered environment of mutual respect.

FROM THE CHIEF ACADEMIC OFFICER

Congratulations on your decision to pursue your education at ITT Technical Institute. Your decision to increase your knowledge can help you positively affect your future.

During your enrollment, you will be challenged by your instructors to accomplish predetermined goals that can help you develop knowledge and skills to prepare for a career in a variety of fields involving your program of study. During my experience in education, I have observed that a person's attitude is the single most important determinant of success. A positive can-do attitude, both during your educational experience and your employment, can help lead you to further growth. You are now a member of the lifelong learning community.

Scientific research has shown that there are five keys to achieving your maximum potential. These five keys can help you unlock opportunities for future growth and happiness.

The first of these keys is to **clarify your vision**, to determine what is important to you and what it is you want. When you know what you want, you will be able to make better decisions. It can help you better determine whether a choice will lead you closer to or take you farther from your ideal.

The second of these keys is to **be positive**; to develop a positive self-image by knowing that you have what it takes to be a success. You have the ability to be creative and find solutions if only you allow yourself to do so.

The third of these keys is to **become goal oriented**. Having and living toward specific, measurable, attainable and realistic goals can help you become resilient and overcome the obstacles that otherwise could make realizing your vision more difficult.

The fourth of these keys is to **take action**. Goals without action are only wishes. You have already taken action toward your career goals by seeking knowledge at ITT Technical Institute. Don't let fear of success keep you from taking the actions you need to take.

The fifth of these keys is to **build relationships**. Individuals are most effective when they build relationships with other people who share similar visions and goals. The staff at ITT Technical Institute will be there to assist you as you work toward realizing your vision.

Good Luck as you learn, grow and pursue your goals!

Dean Kempter
Chief Academic Officer

	Page
INDEX	6
List of Available Information	9
Who to See	10
General Policies	36
Educational Assistance	38
Financial Assistance	39
Career Services Assistance	45
Appendix	

Note: If discrepancies are found between the School Catalog and the Student Handbook, the School Catalog prevails.

ALPHABETICAL TABLE OF CONTENTS

	36
Absences	44
Academic Clubs	10
Academic Dishonesty	10
Academic Programs-Improvements and Changes	10
Advising	11
Alcohol and Drug Policy	12
Anti-Harassment Policy	45
Appendix	36
Assignments	13
Attendance	14
Availability of Course Materials	14
Bias-Related Crime Prevention (New York)	15
Bulletin Boards and Announcements	38
Bookstore	16
Campus Sex Crimes Prevention Act Notice	40
Career Bank-ITF Technical Institute Online Jobs Database	40
Career Fairs	39
Career Services Assistance	38
Check Cashing Policy	16
Children	16
Community Resources	16
Completion and Retention Rates	17
Computer and Electronic Information Policy	40
Connecting with Employers	41
Continuing Education	20
Copyright Infringement is Prohibited	20
Credit for Previous Education or Experience	22
Disabled Applicants and Students	24
Dress Code	36
Educational Assistance	25
Emergencies-Personal	38
Entrance and Exit Counseling	37
Exams	37
Exam Make-up	44
Extra-Curricular Activities	37
Extra Help for Academics	37
Extra Help for Laboratory Work	25
Faculty Work Areas	25
Family Educational Rights and Privacy Act Annual Notification	38
Financial Assistance	26
Fire and Emergency	10
General Policies	40
Individual Career Search Advising	37
Learning Resource Center (LRC)	6
List of Available Information	27
Non-Discrimination and Diversity	27
Online Assignment Submission	28
Orientation and Online Student Preparation	28
Parking	

Personal Property	28
Pre-Graduate Employment Assistance	40
Professional Development	40
Rape, Acquaintance Rape and other Forcible and Non-Forcible Sex Offense Prevention Information	29
Safety and Security Policies and Crime Statistics Report	31
Safety Tips	32
Schedule Changes and Withdrawals	37
School Closing Due to Inclement Weather	32
Sexual Assault, Sexual Harassment and other Prohibited Harassment (California)	33
SmartForms	38
Soliciting	34
Sports and Social Events	44
Student Activities	34
Student Body Diversity	34
Student Complaint/Grievance Procedure	34
Student Entry	34
Student Lounge/Break Area	34
Student Portal	35
Suspension and Reinstatement of Eligibility for Federal Student Financial Aid as a result of Drug-Related Offenses	38
Telephones	35
Tuition Payment	39
Types of Employment Obtained by Graduates	41
Types of Graduate and Professional Education Pursued by Graduates of the Bachelor's Degree Programs	44
Vaccination Policy	35
Virtual Library	35
Visitors and Guests	36
Voter Registration	36
Weapons	36
Who to See	9

INDEX OF APPENDIX

Program of Study Information	
Completion and Retention Rate Disclosure	
Student Body Diversity	
Student Complaint/Grievance Procedure	
Nursing Program (where applicable) *	
Health Information Technology Program (where applicable) *	
Wisconsin Department of Health and Family Services Disclosures	

* Not every campus has every school of study or offers all of the programs within a particular school of study. Please refer to the particular ITT Technical Institute campus' school catalog for details on the schools of study at that campus.

LIST OF AVAILABLE INFORMATION

The following information can be obtained by current and prospective students, at any time upon request from the individual or Department identified.

1. The refund policy with which the school is required to comply. This information is contained in the School Catalog and Enrollment Agreement, and can also be obtained from the school's Finance Department.
2. A summary of the requirements under 34 CFR Section 668.22 for the return of grant or loan assistance received under any federal student aid programs under Title IV of the Higher Education Act of 1965, as amended ("Act"). This information is contained in the School Catalog and Enrollment Agreement, and can also be obtained from the school's Finance Department.
3. Procedures for officially withdrawing from the school. This information can be obtained from the school's Registrar.
4. The ITT Technical Institute Safety and Security Policies with Crime Statistics report. This report contains, among other things:
 - statistics of crimes that have occurred on campus;
 - school policies on reporting crimes and other emergencies that occur on campus;
 - school policies concerning security of and access to campus facilities;
 - school policies concerning campus law enforcement;
 - a description of the type and frequency of programs regarding campus security procedures and practices;
 - a description of the program on crime prevention;
 - school policies and programs on illegal drugs and alcohol;
 - school policies regarding sexual assault;
 - where information on registered sex offenders can be obtained;
 - school policies on emergency response and evacuations; and
 - school policies on missing student notification procedures.

A copy of this report is posted at http://info.itt-tech.edu/CAMPUS_SAFETY and a paper copy can be obtained from the school's Registrar.

5. A description of all federal, state, private, and institutional student financial assistance programs available at the school to students who may qualify, including:
 - the procedures by which students apply for assistance;
 - the forms by which students apply for assistance;
 - the eligibility requirements;
 - the criteria for selecting recipients;
 - the criteria for determining the amount of aid awarded;
 - the method by which disbursement will be made and the frequency of payment;
 - the rights and responsibilities of students receiving financial assistance;
 - criteria for continued student eligibility;
 - the standards which the student must maintain to be considered making satisfactory academic progress;

- the criteria by which the student who has failed to make satisfactory academic progress may re-establish eligibility for aid;
- the terms of any loans received by the student as part of the student's financial assistance package;
- a sample loan payment schedule and the necessity for repaying loans;
- the general conditions and terms applicable to any employment provided to the student as part of the student's financial assistance package;
- entrance and exit counseling information; and
- the terms and conditions of the federal student loans available to students at the school who qualify.

This information can be obtained from the school's Finance Department.

6. The school's completion and retention rates. This information can be obtained from the school's Director of Career Services.
7. The cost of attending the school. This information can be obtained from the school's Finance Department.
8. Tuition and fees charged. This information can be obtained from the school's Finance Department.
9. Estimates of necessary books, tools and supplies. This information can be obtained from the school's Finance Department.
10. Estimates of transportation costs for commuting students or for students living on or off campus. This information can be obtained from the school's Finance Department.
11. Any additional cost of a program in which the student is enrolled or expresses a specific interest. This information can be obtained from the school's Finance Department.
12. The academic program(s) offered at the school, including the current degree programs and other educational and training programs. This information can be obtained from the school's Dean or School and Program Chairs.
13. The school's instructional, laboratory and other physical facilities which relate to the academic program(s). This information can be obtained from the school's Dean.
14. The school's faculty and other instructional personnel. This information can be obtained from the school's Dean.
15. Any plans by the school for improving the academic program(s) of the school. This information can be obtained from the school's Dean.
16. The names and associations, agencies or governmental bodies that accredit, approve, or license the school and its programs and the procedures by which documents describing that activity may be reviewed. This information can be obtained from the school's Director.
17. A description of any special facilities and services available to disabled students, including students with intellectual disabilities. This information can be obtained from the school's Director who is also the school's Student Disability Coordinator and coordinates compliance with Section 504 of the

Rehabilitation Act of 1973 and its regulations.

18. The Family Educational Rights and Privacy Act Notification. This information is contained in this Student Handbook and the School Catalog. A copy of the policy can be obtained from the school's Dean.
19. The school's policies and sanctions related to copyright infringement. This information is contained in this Student Handbook and can be obtained from the school's Director.
20. The student body diversity at the school. This information is contained in this Student Handbook and can be obtained from the school's Director.
21. Graduate employment rate information, including the types of employment obtained by the school's graduates. This information can be obtained from the Career Services Department.
22. Types of graduate and professional education in which graduates of the school's bachelor degree programs have enrolled. This information can be obtained from the Career Services Department.
23. The school's vaccination policy for students. This information is contained in this Student Handbook and can be obtained from the school's Director.

The "Who To See" section of this Student Handbook also contains a list of subjects and the corresponding school personnel who can provide information on each subject.

WHO TO SEE

<u>Subject</u>	<u>School Personnel</u>
Academic Programs	Dean School and Program Chair(s)
Academic Advising	Dean and Associate Dean(s) School and Program Chair(s)
Accreditation and Licensing	Director
Alcohol and Drug Policy	Dean
Class Schedule	Registrar
Community Resources	Dean
Completion, Retention and Graduate Employment Rate Information	Director of Career Services
Copyright Infringement Policy	Director
Cost of Attendance and Financial Aid	Director of Finance Financial Aid Administrators
Description of Federal, State, Private and Institutional Student Financial Assistance Programs Available at the School	
Estimated Cost of Attendance	
Estimated Cost of Tools	
Estimated Transportation Costs	
Financial Aid Advising	
Refund Policy	
Return of Federal Loan or Grant Assistance	
Student Account Information	
Tuition and Fees	
Family Educational Rights and Privacy Act	Dean
Faculty	Dean
Graduate and Professional Education Pursued by the School's Bachelor Degree Graduates	Director of Career Services
Institutional Facilities	Dean
Learning Resource Center	Dean
Lost and Found	Registrar
Program or Course Charges or Withdrawals	Registrar
Safety and Security Policies and Crime Statistics	
Servicemember Coordinator and Notice of Service and Intent to Return	Registrar
Student Car Pooling/Transportation Assistance	Director of Career Services
Student Disability Coordinator (also known as the Section 504 Coordinator)	Director
Student Diversity	Director
Student Housing Assistance	Director of Career Services
Substance Abuse Prevention Coordinator	Dean or Associate Dean
Student Employment Assistance	Director of Career Services
Title IX Coordinator	Director
Vaccination Policy	Director
Voter Registration	Dean or Associate Dean

GENERAL POLICIES

The following rules and policies apply to all members of ITT Technical Institute's student body.

ACADEMIC DISHONESTY

ITT Technical Institute defines academic dishonesty as the "submission of work completed by another person as your own." All ideas, words or work from others that are included in a student's submitted work must be identified and cited. Failure to appropriately identify the ideas, words or work of others included in a student's work is considered academic dishonesty and violates the conduct section of the School's Catalog. Academic dishonesty may result in a zero on the graded activity, suspension and/or termination from one or more of the courses the student is taking or the student's entire program of study at the school.

Ideas, words or work that require citation include, but are not limited to, hard copies or electronic publications, whether copyrighted or not, and visual and verbal communication that clearly originates from an identifiable source. This policy applies to all courses whether taught in residence or online and all sources whether electronic or hardcopy.

It is academically unethical and unacceptable to:

- submit work completed in whole or in part by another person as if it were your own;
- restate or paraphrase another writer's work without acknowledging the source;
- copy another student's homework and submit the work as if it were the product of your own labor;
- attempt to gain an advantage through the use of crib sheets, hidden notes, viewing another student's paper, revealing the questions or answers on exams or quizzes to other students or viewing quiz or exam questions obtained by another student; and
- store or communicate information not distributed to students through the use of electronic devices, recording devices, cellular telephones, headsets or portable computers.

ACADEMIC PROGRAMS-IMPROVEMENT AND CHANGES

Improvement to ITT Technical Institute's curriculum is an ongoing process. The Institution's Curriculum Department receives input from faculty members, staff, students, graduates, and employers of graduates through the use of surveys, local Advisory Committee meetings, national curriculum committees and outside consultants. It then updates existing programs and adds new programs, including updating textbooks and equipment to support new techniques that meet the ever-changing work environment in which our graduates are employed.

ADVISING

The student must receive academic, attendance, and/or financial aid advising from the school, as the school deems necessary in its discretion. Students should contact the School and Program Chair(s), Associate Dean(s) or Dean for academic and attendance advising. The Director of Finance and Financial Aid Administrator(s) conduct financial aid advising.

Instructors in online courses are available for class communications, tutoring and/or student advising at least six days per week by e-mail. They will respond to messages within 72 hours. Academic Service Representatives and Program Managers are also available for assistance with issues related to online courses.

ALCOHOL AND DRUG POLICY

The school makes available information on drug awareness to all students through the Substance Abuse Prevention Coordinator. In compliance with the Drug Free Schools and Communities Act, as amended, a copy of the school's Alcohol and Drug Policy is printed below to assure that all students at ITT Technical Institute are aware of the standards of conduct with respect to alcohol and drugs that affect them.

The possession, use, and/or sale of alcohol and/or drugs on any part of the school's premises or at any school-sponsored event are prohibited. Students using illegal drugs or alcohol on any part of the school's premises or at any school-sponsored event will be terminated from the school and/or referred to appropriate rehabilitation agencies. Students selling drugs on any part of the school's premises or any school-sponsored event will be terminated from school and referred to the appropriate legal authorities for prosecution. See "Suspension and Reinstatement of Eligibility for Federal Student Financial Aid as a result of Drug-Related Offenses" contained herein for additional information concerning how drug related convictions may impact your ability to obtain Student Financial Aid. The school will also make available information on the health risks associated with the use of illicit drugs and the abuse of alcohol. This information is available from the Substance Abuse Prevention Coordinator.

The Realities of Drug and Alcohol Abuse

Economic Realities

- Substance abuse costs American society over \$250,000,000,000 each year.
- American businesses suffered a productivity loss of over \$134.2 billion in 1998 due to drinking, either-on-the-job or away from the office.
- Frequent drinking is associated with absenteeism, tardiness, leaving work early and poor coworker relationships.

Criminal Realities

- In 2006 5.3 percent of the 14,990 homicides were narcotics related.
- 35% believe the offender was drinking or on drugs during assault in the workplace.
- Alcohol and drugs weaken the brain mechanisms that normally restrain impulsive behaviors, including inappropriate aggression.

Medical Realities

- There is a strong correlation between alcohol use and cancers of the mouth, larynx, pharynx, and esophagus.
- The correlation between alcohol and oral cancer is even more pronounced for those
 - who use alcohol and tobacco.
- There is a significant negative impact on the health of children who are exposed to illegal drugs or nicotine who grow up in a household where drugs and tobacco are abused.

Drug Usage Realities

- The use of marijuana, cocaine and opiates continues to rise in the United States.
- Marijuana is the nation's most commonly used illicit drug.
- Adults 18-25 years old have higher cocaine use than any other age group.

For additional information see: 1998 National Institute of Drug Abuse Report to Congress National Institute on Drug Abuse and the National Institute on Alcohol and Alcohol Abuse www.nida.nih.gov; and U.S. Drug Enforcement Administration website at www.usdoj.gov/dea/index/htm; and Bureau of Justice Statistics, Drugs and Crime Facts: Drug Use and Crime <http://www.ojp.usdoj.gov/bjs/dec/duc.htm>.

Federal Penalties and Sanctions for Illegal Possession of a Controlled Substance

21 U.S.C. 844(a)

1st conviction: Up to 1 year imprisonment and fined at least \$1,000 but not more than \$100,000, or both.

After 1 prior drug conviction: At least 15 days in prison, not to exceed 2 years and fined at least \$2,500 but not more than \$250,000, or both.

After 2 or more prior drug convictions: At least 90 days in prison, not to exceed 3 years and fined at least \$5,000 but not more than \$250,000, or both.

21 U.S.C. 853 (a)(2) and 881(a)(7)

Forfeiture of personal and real property used to possess or to facilitate possession of a controlled substance if that offense is punishable by more than 1-year imprisonment. (See special sentencing provisions re: crack.)

21 U.S.C. 881(a)(4)

Forfeiture of vehicles, boats, aircraft, or any other conveyance used to transport or conceal a controlled substance.

21 U.S.C. 844a

Civil fine of up to \$10,000 (pending adoption of final regulations.)

18 U.S.C. 922(g)

Ineligible to receive or purchase a firearm.

Miscellaneous

Revocation of certain federal licenses and benefits, e.g., pilot licenses, public housing tenancy, etc, are vested within the authorities of individual Federal agencies.

(NOTE: These are only federal penalties and sanctions. Additional state and local penalties and sanctions may also apply.)

ANTI-HARASSMENT POLICY

It continues to be the policy of JTT Technical Institute that sexual harassment of students or applicants for admission in any form is unacceptable conduct, which will not be tolerated. Sexual harassment includes unwelcome sexual flirtations, advances or propositions, requests for sexual favors, verbal abuse of a sexual nature, subtle pressure or request for sexual activities, unnecessary touching of an individual, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display in the school of sexually suggestive objects or pictures, sexually explicit or offensive jokes, physical assault

and other verbal, visual or physical conduct of a sexual nature. No student, applicant, faculty member or other employee of ITT Technical Institute shall threaten or insinuate, either explicitly or implicitly, that a student's or applicant's refusal to submit to sexual advances will adversely affect that person's application, enrollment, grades, studies or educational experience at ITT Technical Institute. Similarly, no faculty member or other employee of ITT Technical Institute shall promise, imply, or grant any preferential treatment in connection with any student or applicant with the intent of rewarding for or engaging in sexual conduct.

Other types of harassment that will not be tolerated include any unwanted or unwelcome words, gestures or actions of a persistent or offensive nature involving any person's race, religion, color, age, sex, sexual orientation, national origin, disability, gender or any other protected status. Harassment of this nature also includes any conduct, whether verbal, visual or physical, relating to or involving a person's race, religion, color, age, sex, sexual orientation, national origin, disability, gender or any other protected status that is sufficiently pervasive or severe to: (i) unreasonably interfere with a student's education at the school or a student's admission to a program offered by the school; or (ii) create an intimidating, hostile or offensive learning environment for students.

Any student or applicant who feels that he or she is a victim of prohibited harassment (including, but not limited to, any of the conduct listed above) by any student, applicant, faculty member or other ITT Technical Institute employee, or visitor or invitee of the school in connection with the educational experience offered by ITT Technical Institute should, as described in the Student Complaint/Grievance Procedure section, bring the matter to the immediate attention of the school Director, at the telephone number specified in the school catalog. A student or applicant who is uncomfortable for any reason in bringing such a matter to the attention of the school Director, or who is not satisfied after bringing the matter to the attention of the school Director, should report the matter to the Senior Vice President and Chief Compliance Officer, ITT Educational Services, Inc. ("ITT/ESI") at (800) 388-3368. Any questions about this policy or potential prohibited harassment should also be brought to the attention of the same persons.

ITT Technical Institute will promptly investigate all allegations of prohibited harassment in as confidential a manner as the school deems reasonably possible and take appropriate corrective action, if warranted.

ATTENDANCE

Each student is required to regularly attend each course that the student is registered to take in the program in which the student is enrolled. For residence courses, attendance means (a) physical participation in the class meetings and other activities of the course; and (b) other positive academic participation by the student, as approved by the school, such as attending a class meeting in a different class section of the same course or completing and submitting coursework. For online courses, attendance means participating in class communications and activities of the course electronically over the Internet in the manner and in accordance with the directions specified by the school. Students attending online courses are required to follow the protocols specified by the school to record the student's attendance in the class communications and activities that are part of the course. Any failure by a student attending an online course to follow the protocols specified by the school to record the student's attendance in a class communication or activity that is part of the course may, as determined by the school, result in the school identifying the student as absent from or a non-participant in the class communication or other activity of the course.

As required by federal law, each student must annually participate in the programs presented by the school that address the following subjects: (a) promoting the awareness of rape, acquaintance rape and other forcible and nonforcible sex offenses (20 U.S.C. 1099c); (b) preventing the use of illicit drugs and the abuse of alcohol by students (20 U.S.C. 1145g); and (c) any other subject that the federal government may, from time to time, require the school to present to its students. If a student fails to participate in any of the above programs and execute any documentation confirming his or her participation that the school may require, the school may, in its discretion, suspend and/or terminate the student from his or her program of study at the school.

AVAILABILITY OF COURSE MATERIALS

Students enrolled on a resident campus will receive books for both online and on campus courses at the campus. Course materials for online courses offered through the Indianapolis online program will be mailed to the student prior to the start of the course. Materials for all courses the student is registered to take in the quarter will be mailed together prior to the start of that quarter. Online materials for online courses will not

be made available more than ten (10) days prior to the start of the course.

BIAS-RELATED CRIME PREVENTION INFORMATION (NEW YORK)

In compliance with Article 129-A of the New York State Education Law, information about bias-related crime prevention is printed below in order to assure that all students at ITF Technical Institute are aware of the laws, penalties and standards of conduct with respect to these crimes.

What is a Hate Crime?

In enacting the Hate Crimes Act of 2000, the New York Legislature found that:

Criminal acts involving violence, intimidation and destruction of property based upon bias and prejudice have become more prevalent in New York state in recent years. The intolerable truth is that in these crimes, commonly and justly referred to as "hate crimes", victims are intentionally selected, in whole or in part, because of their race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation.

A hate crime is committed when a person commits a specified offense *and intentionally selects the person against whom the crime is committed* in whole or in substantial part because of a belief or perception regarding the race, color, national origin, ancestry, gender, religion, religious practice, age, disability or sexual orientation of a person, regardless of whether the belief or perception is correct. A hate crime is also committed when a person commits a specified offense and *intentionally commits the act or acts constituting the offense* in whole or in substantial part because of such belief or perception.

For purposes of this definition, specified offenses include the following offenses, or any attempt or conspiracy to commit the following offenses:

- assault in the first, second or third degree;
- aggravated assault upon a person less than 11 years old;
- menacing in the first, second or third degree;
- reckless endangerment in the first or second degree;
- manslaughter in the first or second degree;
- murder in the second degree;
- stalking in the first, second, third or fourth degree;
- rape in the first degree;
- criminal sexual act in the first degree;
- sexual abuse in the first degree;
- aggravated sexual abuse in the first or second degree;
- unlawful imprisonment in the first or second degree;
- kidnapping in the first or second degree;
- coercion in the first or second degree;
- criminal trespass in the first, second or third degree;
- burglary in the first or second degree;
- criminal mischief in the first, second, third or fourth degree;
- arson in the first, second, third or fourth degree;
- petit larceny;
- grand larceny in the first, second, third or fourth degree;
- robbery in the first, second or third degree;
- harassment in the first degree; or
- aggravated harassment in the first or second degree.

Penalties for Hate Crimes

The Hate Crimes Act generally provides that when a person commits a hate crime, the penalty to which he or she will be sentenced will generally be longer than if the person had committed the same specified offense without the hate crime.

Procedures

Victims of hate crimes are encouraged to report the offense as soon as possible after the incident. The school Director can provide information regarding assistance, resources and options of action available to the victim. The information provided by the Director will include the availability of counseling and other support services in the community. Counseling services are not available at the school. In addition, victims of hate crimes are reminded of their right to report the matter directly to local law enforcement officials.

Reports received by the school of alleged hate crimes perpetrated by enrolled students or school employees will be forwarded to the school Director, who will refer the matter to local law enforcement officials. In addition to the criminal penalties described above under "Penalties for Hate Crimes", the school may also impose sanctions against students or employees found guilty of hate crimes. For students, these sanctions may include, without limitation, suspension or termination from the school. For employees, these sanctions may include, without limitation, suspension or termination of employment.

ITT Technical Institute issues, on an annual basis, a *Safety and Security Policies and Crime Statistics Report*, which discloses, among other things, information about the school's safety and security policies and procedures.

BULLETIN BOARDS AND ANNOUNCEMENTS

Official notices from the faculty and administration are posted on bulletin boards. Students are expected to periodically review the official school notices posted on the bulletin boards, read the notices and comply with the notices. Notices of available jobs and housing are posted on the Career Services bulletin board. If you wish to post a notice of saleable items, please talk to an Associate Dean or Dean.

Official notices to online students from the administration are posted in the Announcements page of the ITT Technical Institute Online Programs Website <http://www.distance-education.itt-tech.edu/itt/cliikslogin>. Students are required to periodically review the posted official notices, read the notice, and comply with the notices. Within each online course, faculty will use the Course Announcements area to post important information specific to their courses. Students are required to read and comply with notices posted by the faculty. See also Student Portal herein.

CAMPUS SEX CRIMES PREVENTION ACT NOTICE

For information on the Campus Sex Crimes Prevention Act Notice, see "Safety and Security Policies and Crime Statistics Reports" contained herein.

CHILDREN

Children of students may not be brought into the school while the student is in class. The school is not responsible for the safety of children on school premises. Please contact your instructor should childcare responsibilities prevent you from attending class.

COMMUNITY RESOURCES

Information about Community Resources such as Alcoholics Anonymous, Al-Anon, and other related groups is set forth below

Organization	WebsitePhone	Number
Alcoholics Anonymous	www.aa.org	1 (800) 234-0246
Al-Anon	www.al-anon.org	1 (888) 425-2666
Cocaine Anonymous	www.ca.org	1 (800) 347-8998
Drug and Alcohol Abuse Hotline	www.nida.nih.gov	1 (800) 234-0420
Family and Children's Services	www.acf.hhs.gov	1 (800) 222-8000
HIV/AIDS	www.AIDS.gov	See website
Men's Health	www.health.nih.gov	See website
Narcotics Anonymous	www.na.org	See website
Obesity	www.obesity.org	See website
Rape Crisis Center	www.therapeccrisiscenter.org	1 (888) 366-1640
Women's Health	www.womenshealth.gov	1 (800) 994-9662

Please see the Dean for additional information concerning Community Resources that may be available to you.

COMPLETION AND RETENTION RATES

ITT Technical Institute provides completion and retention rate information, categorized by gender, ethnicity and the percentage of students receiving federal grants and loans, in the "Completion and Retention Rate Disclosure" which can be found in the Appendix attached hereto. The Disclosure is also available from the Director of Career Services.

COMPUTER AND ELECTRONIC INFORMATION POLICY

Introduction

ITT Technical Institute, in furtherance of its educational objectives, provides computing and network services, usually without charge as part of the tuition and fees, to its educational community. These services and the hardware associated with providing them are all considered part of the campus infrastructure and are the property of ITT Technical Institute. The following guidelines reflect ITT Technical Institute's policy for responsible use of these services and resources. This policy should be used in connection with ITT Technical Institute's other existing policies, including those regarding discrimination, harassment, and equal opportunity. Those policies can be found in the School Catalog and in this Student Handbook. The following policy statements do not constitute a contract and ITT Technical Institute reserves the right to change them at any time. Failure to abide by this policy may result in revocation of computing and network privileges and/or disciplinary action.

Authorized Use of ITT Technical Institute Resources

- a) Use of ITT Technical Institute's computing and network systems is limited to authorized users (i.e., students admitted and attending classes, faculty and staff only).
- b) User network IDs, computer sign-ons and passwords are the property of ITT Technical Institute and should never be shared. A user must use only his or her own network ID, computer sign-on or password and should never provide his or her network ID, computer sign-on or password to any other user.
- c) ITT Technical Institute's resources or private computer hardware connected to ITT Technical Institute's computer systems must not be used to provide access to any ITT Technical Institute's network to anyone who is not an authorized user. No ITT Technical Institute resources may be used to route non-ITT Technical Institute network traffic through any ITT Technical Institute computer system without the prior written consent of ITT Technical Institute.
- d) All usage of ITT Technical Institute's computing resources, networks, and software is to be made for legitimate educational, research, or employment purposes related to ITT Technical Institute. Any commercial or other use of ITT Technical Institute's computing resources, networks, or software is strictly prohibited.
- e) If ITT Technical Institute receives any evidence of any violation of this policy, security breach or use of ITT/ESI resources for an illegal purpose (including the unauthorized use of copyrighted materials or licensed software), ITT Technical Institute may terminate the user's network access without consent or notice and impose other disciplinary action.

Electronic Mail

- a) All electronic mail ("e-mail") accounts and the contents thereof are the property of ITT Technical Institute.
- b) ITT Technical Institute uses its e-mail system to communicate important information to students. Students should check their e-mail account frequently.
- c) E-mail messages should not be regarded as private, and ITT Technical Institute cannot guarantee the confidentiality of e-mail messages for many reasons, including the following: e-mail messages may

be saved indefinitely on the receiving computer, e-mail messages can be intentionally or accidentally forwarded to non-intended recipients, and e-mail messages may be improperly delivered by an e-mail system.

- d) ITT Technical Institute, although it does not regularly monitor e-mail communications, reserves the right to inspect, monitor, disclose or discontinue e-mail communications without consent or notice when consistent with and/or required by law; when there is evidence or reason to believe violations of law or ITT Technical Institute policy are taking or have taken place; or when computer maintenance or operational concerns require such action.
- e) ITT Technical Institute e-mail services may not be used for: unlawful activities; commercial purposes (whether or not under the auspices of ITT Technical Institute); personal financial gain; or any other use that violates any other ITT Technical Institute policy or guideline, including any policy regarding intellectual property or regarding sexual or other forms of harassment.
- f) Each user must properly identify himself or herself as the originator of all e-mail messages he or she sends and shall not employ any false identity on e-mail messages. Users shall also not give the impression that they are representing or otherwise making statements on behalf of ITT Technical Institute unless appropriately authorized to do so.
- g) Users shall not be permitted to send unsolicited "junk" e-mail or mass electronic mailings or chain letters without a legitimate ITT Technical Institute educational purpose.
- h) ITT Technical Institute e-mail systems are intended for purposes related to ITT Technical Institute's educational mission. Incidental personal uses of the e-mail system may be made, however, provided such use does not: (1) burden ITT Technical Institute with noticeable incremental cost; (2) violate any provision of this policy; or (3) otherwise interfere with the operation of ITT Technical Institute's computing and network services. Users should be aware that such personal communications are not private and are subject to the same conditions as all other e-mail, as described above.

Software Use

ITT Technical Institute makes a variety of software programs and applications available to the authorized users of its computing systems. This software is generally licensed to ITT Technical Institute. Failure to adhere to the terms of such licenses can subject violators to legal action and can jeopardize ITT Technical Institute's ability to procure such software for its users. Users of ITT Technical Institute's computing systems must adhere to the following guidelines:

- a) Users should ensure they are covered by the appropriate site-license for each software program or application they use. To determine whether you are an authorized user, contact the Dean.
- b) Unauthorized copying of software is illegal and strictly prohibited, even when such software is not protected against copying. There is generally a no "fair use" provision for copying software. ITT Technical Institute's software licenses do not permit you to obtain a copy of any of its software programs for your use or installation on any computer.
- c) Software must not be removed or copied from any ITT Technical Institute hardware or system without prior written authorization from the Dean.
- d) Personal software must not be installed or downloaded from the internet onto any ITT Technical Institute hardware or system without written authorization from the Dean.

Internet Use and Creation of Web Pages

All use and access of the Internet from ITT Technical Institute's computing systems is subject to the following guidelines:

- a) Access to pornographic, gambling, "hate speech", or similar web sites is strictly prohibited. Web sites accessed by ITT Technical Institute's computing systems users may be monitored.
- b) The Dean must authorize any web page created. Each such web page must include contact information, including an e-mail address, of the writer or publisher on each page.
- c) Creation of any web page must comply with copyright laws for all content, including photographs, illustrations, and other graphic images that were created by others. Downloading an image from any web site without permission usually violates copyright law. See also "Copyright Infringement is Prohibited" contained herein.
- d) Any personal, club or organization web page created must be clearly marked with a legend indicating that such page is personal in nature and does not represent the views or opinions of ITT Technical Institute.
- e) While ITT Technical Institute does not typically provide editorial review of web pages, ITT Technical Institute reserves the right to edit or terminate such pages at any time to comply with third party complaints, any applicable law or regulation, or computer and network management concerns.

Proper and Responsible Use of ITT Technical Institute Computing Systems

- a) Users of ITT Technical Institute's computing systems must respect the privacy and rules governing all information accessible through the systems. For example, users must not intentionally seek information on, obtain copies of or modify files, tapes or passwords belonging to other users or ITT Technical Institute available on ITT Technical Institute's computing systems.
- b) Users of ITT Technical Institute's computing systems must respect the finite capacity of the computing systems. For example, users shall limit usage of the computing systems so as to not interfere with the usage of others and must not use the computing systems for profit-making or fund-raising activities without specific prior written authorization from the Dean to do so.
- c) Users of ITT Technical Institute's computing systems must respect the integrity of the computing systems. For example, users must not download, transmit, or install any virus, Trojan horse, worm, or other potentially destructive code on any ITT Technical Institute computing system.
- d) Users of ITT Technical Institute's computing systems must ensure that their usage of such systems complies with all applicable local, state and federal laws.

COPYRIGHT INFRINGEMENT IS PROHIBITED

Copyright laws protect original works of authorship. The owner of a copyright has the exclusive right to the original work, including the right to copy the work, distribute the work, display or perform the work publicly, and create derivative works. A copyright interest attaches to an original work that is "fixed in any tangible medium of expression," including traditional works like books, photographs, architectural drawings, music, drama and sculpture, as well as works affected by new technologies, like movies, electronic media, web pages, software, multimedia works and databases. The use of file-sharing networks to download and share copyrighted works without permission from the copyright owner – like software, music, movies, TV shows, games and images – violates copyright laws. Both the person who makes an illegal copy of a copyrighted work available and the person who receives or downloads an illegal copy have violated the copyright laws. In most instances, a student must obtain permission from the copyright owner in order to copy, distribute, display or perform a copyrighted work in any medium for any purpose.

Any copyright infringement, including, without limitation, distribution of copyrighted material through unauthorized peer-to-peer file sharing, in connection with a student's enrollment in a program of study at the school or conducted by a student through the use of any of the school's equipment or information systems is prohibited and violates both the Conduct section of the School Catalog and the law. Any student who engages in copyright infringement will be subject to discipline by the school, which may include, without limitation, the suspension or termination from one or more courses the student is taking or the student's entire program of study at the school and the referral to the proper authorities. Copyright infringement may also subject the student to civil and criminal liabilities. A summary of the penalties for violating federal copyright laws include:

- unlimited actual damages proven for each act of copyright infringement;
- up to \$30,000 for each act of copyright infringement that is determined not to be willful;
- up to \$150,000 for each act of copyright infringement that is determined to be willful; and
- criminal penalties.

CREDIT FOR PREVIOUS EDUCATION OR EXPERIENCE

A student may request credit for courses in the student's program of study at the school based on the student's previous postsecondary education or experience, by submitting a written request to the Registrar.

1. Previous Postsecondary Education

Following the Registrar's receipt of the student's written request, the school may grant the student credit for course(s) in the student's program of study based on the student's previous postsecondary education at a different institution, if the student satisfies all of the following requirements:

- a) The student provides the school with an official transcript from each educational institution awarding any credits that the student desires to transfer to the school to satisfy specific course requirements of the student's program of study at the school. If the educational institution is located (i) in the U.S., it must be accredited by an accrediting agency recognized by the U.S. Department of Education, or (ii) outside the U.S., it must be accredited or similarly acknowledged by an agency deemed acceptable to the school in its discretion.
- b) The subject matter of the course(s) represented by the credits that the student desires to transfer to the school to satisfy specific core course requirements of the student's program of study at the school is determined, in the school's discretion, to be substantially the same as the subject matter of such core course(s).
- c) The subject matter of the course(s) represented by the credits that the student desires to transfer to the school to satisfy specific general education course requirements of the student's program of study at the school is determined, in the school's discretion, to be in the same area of study (i.e., the humanities, composition, mathematics, the sciences and the social sciences) as the area of study of such general education course(s). In addition, any credit for courses that the student desires to transfer to the school to satisfy any Science course requirements in the Nursing associate degree program must have been earned by the student within seven years of the Registrar's receipt of the student's written request.
- d) The subject matter of the course(s) represented by the credits that the student desires to transfer to the school to satisfy any elective course requirements of the student's program of study at the school is determined, in the school's discretion, to represent a level of rigor that is equal to or greater than the rigor of the school's lower division courses.
- e) The number of credits that the student desires to transfer to the school to satisfy the requirements of a specific course in the student's program of study at the school must equate, as determined by the school, to at least the same number of quarter credit hours of that course as specified in the Program Outline for the student's program of study at the school.
- f) The student completed each course represented by credits that the student desires to transfer to the school to satisfy specific course requirements of the student's program of study at the school with at least: (i) a grade of "B" (i.e., 2.0 on a 4.0 scale), if the credits were earned at a postsecondary educational institution other than an ITT Technical Institute, or the student's program of study at the school is the Nursing associate's degree program; or (ii) a passing grade, if the credits were earned at an ITT Technical Institute and the student's program of study at the school is not the Nursing associate's degree program.
- g) Other institutions of higher education with which the school has established an articulation agreement include the other ITT Technical Institutes across the country, and any other institution that may be set forth in the School's Catalog. Many of the same and other limitations and conditions specified above with respect to credit granted by the school for a student's previous postsecondary education at a different institution will apply to credit granted by a different institution for a student's postsecondary education at the school. As a result, any student considering continuing his or her education at, or transferring to, any institution other than an ITT Technical Institute must not assume that any credits earned in any course taken at the school will be accepted by the receiving institution. The student must contact the registrar of the receiving institution to determine what credits earned at the school, if any, that institution will accept.

2. Previous Experience

Following the Registrar's receipt of the student's written request, the school may grant the student credit for course(s) in the student's program of study based on the student's previous experience, if the student demonstrates, to the school's satisfaction, that he or she has sufficiently grasped the knowledge and skills offered by the specific course(s) contained in the student's program of study at the school that the student desires credit for previous experience. The student must demonstrate such knowledge and skills by completing a proficiency examination(s) and/or project(s) acceptable to the school for each such course and receiving a grade or score thereon as required by the school. Notwithstanding the foregoing, a student may not receive credit based on the student's previous experience with respect to any course(s) in the student's program of study at the school that the student previously attempted at the school or at any other ITT Technical Institute.

DISABLED APPLICANTS AND STUDENTS

The school is committed to compliance with Section 504 of the Rehabilitation Act of 1973 and its regulations. The school does not discriminate on the basis of disability in admission or access to, or treatment or employment in, its programs and activities. The school Director is designated the school's Student Disability Coordinator and coordinates Section 504 compliance. Applicants or students with a disability (whether physical or intellectual) may request an accommodation by contacting the school Director. The school's facilities are in compliance with federal, state and local laws and regulations, including those related to safety, health and disabilities.

General Guidelines Regarding Disabilities and Accommodations

The following are General Guidelines. They provide a general description addressing disabilities and accommodations for both applicants and students. These General Guidelines are a resource for students and provide general information about accommodating individuals with disabilities. For purposes of these Guidelines, the terms "student" or "students" collectively refer to both applicants and students.

Please carefully read these General Guidelines, as well as other specific guidelines that may apply. Additional information may be found in more specific guidelines available from the Student Disability Coordinator. Please address any questions or issues to the Student Disability Coordinator who is also the school Director.

Students with disabilities are encouraged to meet with the school's Student Disability Coordinator to learn about accommodation opportunities. The decision to use these services is voluntary and a matter of individual choice.

A. The Student Disability Coordinator

1. The school Director is also this school's Student Disability Coordinator.
2. For all questions, concerns, and issues regarding disability-related and accommodation-related issues please see the Student Disability Coordinator.

3. To provide appropriate accommodations to students with disabilities, the Student Disability Coordinator:
 - a. Serves as a resource to provide information regarding how to obtain accommodations;
 - b. Helps determine the accommodations to be provided to a student, taking into consideration the student's documentation, preferences, available resources, and course requirements;
 - c. Keeps confidential information regarding a student's disability; and
 - d. With a student's consent, notifies the student's instructors in writing that a student has a disability and describing any agreed upon accommodations.

B. The Accommodation Procedure

1. A reasonable accommodation is a modification or adjustment to a program, service, or activity that provides a qualified student with a disability an equal opportunity to participate in the school's programs.
2. Reasonable accommodations are individualized and developed on a case-by-case basis. Identifying an appropriate accommodation requires an exchange of information and flexibility.
3. Eligibility for reasonable accommodations is determined on an individual basis based on documented need.
4. A student's decision about whether to self-identify as a person with a disability is a personal one. Individuals with disabilities are welcome to discuss their concerns with the Student Disability Coordinator. The decision not to self-identify as disabled is understood and respected.
5. Self-disclosure and documentation are required only if a student requests an accommodation.
6. Self-disclosure and the submission of documentation to obtain a reasonable accommodation can be initiated at any time. However, reasonable time should be allowed before the student can expect accommodations to be in place.
7. Students should provide information and documentation at a reasonably early date to allow time for the development and arrangement of reasonable accommodations.
8. Upon admission, incoming students with disabilities are urged to contact the Student Disability Coordinator as soon as possible. Early identification of a student's disability status and accommodation requests can assist the school in arranging to reasonably accommodate that student on a timely basis. The more time the Student Disability Coordinator has to make these arrangements, the easier arranging accommodations can be.
9. Students deemed eligible for and granted an accommodation will be given a Request for Accommodation letter. That letter is prepared by the Student Disability Coordinator and describes the appropriate accommodation. That letter is given to each instructor where an accommodation has been granted. If the student or instructor has additional questions, he/she must contact the Student Disability Coordinator for clarification and/or assistance.

10. It is each student's responsibility to make use of these accommodations. Each student is ultimately responsible for his or her academic success. Each student must take the initiative to use time, facilities, and support services in a productive manner. Each student is responsible for his or her own work and grade in each course.
11. Accommodations cannot be retroactive. Accommodations begin only after appropriate documentation is received and a reasonable time for the development of a reasonable accommodation has been allowed.
12. Accommodations can be made only to known limitations of otherwise qualified students with disabilities.

C. Temporary Disability

1. Students with temporary disabilities are encouraged to contact the Student Disability Coordinator to find out what services are available to them. Examples of temporary disabilities include, for example, a broken arm/leg or a short-term illness or an injury.

D. Additional Sources of Information

1. In addition to these General Guidelines Regarding Disability and Accommodations, additional information can be obtained by contacting the Student Disability Coordinator.

DRESS CODE

While on school property, students must accept individual responsibility for appropriate dress. Certain items of dress are not acceptable due to safety reasons, such as shower clogs, flip-flops, etc. Some programs within the school will require more stringent dress codes for safety and professional reasons.

Students are expected to wear clothing that adequately covers the person and to wear shoes on the school premises. Clothing must not contain printed matter that may be considered vulgar or offensive. More formal attire, as announced, may be required for special events or occasions. Students will maintain their own personal hygiene so as not to be offensive to fellow students and staff.

Each faculty member may set stricter dress and cleanliness requirements related to specific safety and hygiene factors for the particular class and laboratory setting. (Such requirements will be either posted in each classroom and laboratory, or included in the course syllabus given to each student at the beginning of the course.)

Cellular telephones and pagers should be set so they do not interrupt or disrupt regular classroom activities. Students whose telephones or pagers disrupt class may be asked to leave and may be marked absent. Repeated violations may lead to disciplinary action. See also "Telephones" contained herein.

Students violating the dress code will be asked to leave school until they are properly dressed and may be counted absent for the time they are not in class.

EMERGENCIES-PERSONAL

The school and administration should be notified immediately of any illness, accident, or hospitalization affecting any student.

Student messages or telephone calls of an emergency nature received at the school will normally be delivered to the student during class breaks. In such cases, the caller should give the school the student's class schedule so he/she can be more readily located.

The school will not accept student telephone calls, messages and letters of a personal nature. Telephone calls, messages, etc., of a personal nature must be directed to the student's home or cell phone. Office phones are not to be used for personal calls.

Emergency doors are to be used only for emergencies.

FACULTY WORK AREAS

Students are not permitted in the faculty office area or staff lounge unless an instructor escorts them.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ANNUAL NOTIFICATION

The Family Educational Rights and Privacy Act ("FERPA") affords students certain rights with respect to their education records. These rights include:

- 1. The right to inspect and review the student's education records within 45 days of the day the school receives a written request for access.**

Students should submit to the school Director a written request that identifies the record(s) the student wishes to inspect. A school official will make arrangements for access and notify the student of the time and place where the records may be inspected.

- 2. The right to request the amendment of the student's education records that the student believes are inaccurate, misleading or otherwise in violation of the student's privacy rights under FERPA.**

A student may request the school to amend an education record the student believes is inaccurate or misleading. The student must write to the school Director, clearly identify the part of the education record the student wants changed and specify why the education record is inaccurate, misleading or otherwise in violation of the student's privacy rights under FERPA.

If the school decides not to amend the education record as requested by the student, the school will notify the student of the decision and advise the student of his or her right to a hearing regarding the student's request for amendment. Additional information regarding the hearing procedures will be provided to the student when the student is notified by the school of his or her right to a hearing.

- 3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without the student's consent.**

One exception permits the school to disclose personally identifiable information contained in the student's education records without the student's consent to school officials with legitimate

educational interests. A school official is: a person employed by the school in an administrative supervisory, academic or research, or support staff position; a person or company with whom the school has contracted; a person serving on an advisory board; or a student assisting a school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her responsibility. Upon request, the school discloses education records without student consent to officials of other schools at which the student seeks or intends to enroll or where the student is already enrolled, so long as the disclosure is for purposes related to the student's enrollment or transfer.

- 4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:**

Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W.,
Washington, DC 20202-4605

Directory information (as defined below) in a student's education records may be unconditionally released by the school without the student's consent, unless the student specifically requests in writing that such information may not be released. The school requires that any such request by the student must (i) specify what categories of Directory Information are to be withheld and (ii) be delivered to the school Director within 15 days after the student starts class. Any such request must be renewed annually by the student. Directory Information means information contained in a student's education record which would generally not be considered harmful or an invasion of privacy if disclosed. Directory Information includes, but is not limited to, the student's: name; address(es); telephone number(s); electronic mail address(es); photograph; grade level; enrollment status (e.g., full-time or part-time); date and place of birth; program of study; extracurricular activities; credentials, awards and recognition (i.e., honors) received; last school attended; dates of attendance; (i.e., enrollment periods(s), not daily attendance record); and student or user ID number (other than a social security number), but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity which are known or possessed only by the authorized user.

The school has adopted a detailed Family Educational Rights and Privacy Act Policy (AA 9.0), which is available to the student upon request. See also the School Catalog for additional information about FERPA.

FIRE AND EMERGENCY

Fire and Emergency Drills

Periodically, fire and other emergency drills (earthquake, hurricane, etc.) will be conducted at the school in order to familiarize on campus students with fire and emergency procedures. Students are expected to recognize the need for fire and emergency drills and cooperate fully. If you discover a fire or fire hazard, notify an instructor or staff member immediately. Fire alarm stations are located throughout the building and will be activated in the event of a fire. All exits are marked and students are expected to leave the building in a prompt and orderly fashion using these exits. Check the posted exit guide in your classroom or lab. Class will resume following the all-clear signal.

Fire and Emergency Response and Evacuation Procedures

As part of ITT Technical Institute's Fire and Emergency Response and Evacuation Procedures, the school will attempt to immediately contact students and employees via email, phone and other means reasonably designed to inform students about any immediate threat to the health or safety of students or employees occurring on the campus.

In case of fire and/or other emergency, students must follow the directions of school officials. All rooms have exit routes designated on the maps posted in each classroom, office, and restroom. Students must follow directions as given to them by a school-designated official.

NON-DISCRIMINATION AND DIVERSITY

The school is committed to a policy of nondiscrimination and equal opportunity for all persons regardless of race, religion, color, age, sex, sexual orientation, national origin, disability, gender, genetic information or any other protected status, in employment, educational programs and activities, and admissions. The school also encourages cultural and ethnic diversity in its faculty, staff, and student body.

In accordance with the requirements of Title IX of the Education Amendments of 1972 and their regulations, the school does not discriminate on the basis of sex in the educational programs and activities which it operates, including employment and admissions. The school Director is designated the school's Title IX Coordinator to coordinate Title IX compliance.

ONLINE ASSIGNMENT SUBMISSION

It is important that all assigned activities be submitted by the due date in all courses. Consequently, activities submitted after the due date will not receive full credit in the determination of the student's grade.

For courses scheduled to meet throughout the quarter, activities submitted within one week after the due date will receive a 10% penalty. This means the score entered for the activity will be reduced by 10% when entered into the faculty member's gradebook. A paper submitted up to one week after the scheduled due date that would have otherwise earned a 100% will receive a score of 90%. For courses scheduled to meet only the first half or the second half of the quarter, activities submitted up to three days after the due date should receive a 10% penalty.

For courses scheduled to meet throughout the quarter, activities submitted eight to 14 days late will receive a 20% penalty. A quiz that would have otherwise earned a 75% had it been on time will receive a score of 55%. For courses scheduled to meet only the first half or the second half of the quarter, activities submitted four to seven days after the due date shall receive a 20% penalty.

Any required activities submitted more than 14 days after the due date for courses scheduled throughout the quarter or more than seven days after the due date for courses scheduled to meet only part of the quarter may receive a maximum score of 50%. Faculty members are not required to accept activities submitted more than 14 days after the due date in quarter long courses or more than seven days after the due date for courses schedule to meet only part of a quarter.

Please note that no late work will be accepted after the last day of the 11th week for full quarter classes and the last day of the sixth week of classes for courses meeting only part of the quarter.

Each faculty member teaching an online course reserves the right to waive the penalty if the student has extenuating circumstances, approved in advance by the faculty member, that have led to the submission of

required graded activities after the due date.

ORIENTATION AND ONLINE STUDENT PREPARATION

Campus Locations: All students are encouraged to participate in the school's Orientation Program.

Online Student Preparation: Students entering online courses with IIT Technical Institute for the first time are automatically enrolled in, and are encouraged to complete, the online "Online Student Preparation" program prior to or in conjunction with the first online course of their program. Other students may contact their Program Chair to request access to the "Online Student Preparation" program.

PARKING

There are designated parking spaces for both the school staff and student body. Please use only one space per vehicle. Parking is not allowed in the driveways.

In order to prevent personal injury and property damage, the speed limit in the parking lot and driveways is 5 MPH. Excessive speed and squealing of tires will result in disciplinary action.

Parking spaces for the disabled are marked and any vehicles parked in these spaces without the appropriate disabled designation will be towed at the owner's expense. Visitor parking is permitted in the parking spaces designated for visitors. Students must not park in the visitors parking area. Unauthorized parking may result in the vehicle being towed at the owner's expense and suspension of the individual's on-campus parking privileges.

Parking areas must be kept free of trash. Student assistance and cooperation in this regard is both expected and appreciated.

PERSONAL PROPERTY

The school expressly disclaims all liability and responsibility of every kind and nature whatsoever for any loss, theft, damage, destruction, or other casualty to any personal property of any kind owned by any student, visitor, or other. Students are advised and warned they must personally take full and complete responsibility for safekeeping of all their property on school premises and during any school activities.

The Academic Affairs Department maintains a lost and found. The school will dispose of any items left in the lost and found over 30 days.

RAPE, ACQUAINTANCE RAPE AND OTHER FORCIBLE AND NON-FORCIBLE SEX OFFENSE PREVENTION

IIT Technical Institute is committed to maintaining an environment supportive of its primary educational missions and free of exploitation and intimidation. It will not tolerate sexual assault or other forms of non-consensual sexual activity. This policy is applicable to students, faculty, and staff. The school enforces this policy through internal disciplinary and grievance procedures and encouragement of external prosecution through the appropriate local law enforcement officials.

Sex offenses covered under this policy include any sexual act directed against another person forcibly or against that person's will where the victim is incapable of giving consent due to his/her youth or temporary or permanent mental or physical incapacity.

Victims of sex offenses are encouraged to report the offense as soon as possible after the incident. The school Director can provide information regarding assistance, resources, and options for action available to the victim. In addition, victims of sex offenses are reminded of their right to report the matter directly to local law enforcement officials.

Complaints against enrolled students or school employees will be forwarded to the school Director for resolution. Sanctions may be imposed against students or employees found guilty of sex offenses defined under the policy are varied and include, without limitation, suspension, or termination from the school for students, suspension, or termination of employment for employees and referral of the matter to local law enforcement officials.

The Realities of Rape

In 2000 the U.S. Department of Justice, Bureau of Justice Statistics report on "The Sexual Victimization of College Women" indicated that:

- Vast majority of sexual victimizations occur in the evening after 6:00 PM;
- 60% of completed rapes occurred on campus at the victim's residence;
- 70% of victim's in a attempted rape use physical force against the assailant; and
- 3 in 10 women reported they were injured emotionally or psychologically.

A 2006 National Crime Victimization survey indicated that:

- Estimated 272,350 sexual assaults in 2006 against victims age 12 and older;
- 41.6% of sexual assaults were reported to police over the last five (5) years;
- 73% of sexual assaults were committed by someone known to the victim; and
- Every two (2) minutes another American is sexually assaulted.

What is Date Rape?

Date rape, also known as **acquaintance rape**, is sexual assault- the unlawful, possibly violent sexual behavior that includes unwanted touching of another person's vagina, penis or buttocks, or forced penetration of a genital or anal opening with an object.

Date rape is forced sex, even if the attacker knows the victim and even if the attacker and the victim have had sex before. The force can be verbal or physical. Some acquaintance rapists use emotional coercion as well as physical force. Forcing someone to have sex against his/her will, even if the attacker knows the person, is still rape and it is still a crime.

Victims can be male, female, gay, straight, or bisexual. Regardless of poor communication, mixed signals or body language that contradicts the spoken word, forced sexual conduct or intercourse with a nonconsenting acquaintance is **date rape**, and it is a crime.

Why Does it Happen?

Let's look at sexual stereotyping and how males and females talk to each other.

- Although things are changing, society still frequently encourages men to be competitive and aggressive and teaches women to be passive and avoid confrontation.
- Men say they misunderstand a woman's words and actions—the excuse, “She said no, but meant yes.”
- Some people—men and women alike— still believe that it's okay for a man to demand sex if he takes a woman out or buys her gifts, and that it's not rape if he forces sex on a woman who previously had sex with him or other men.
- Women also feel that if they've previously had sex with a boyfriend who later forces them to have sex against their will, it may not be considered rape.

Preventing Date Rape

As a woman, you can

- be clear with men in your life about what, if any, sexual behavior you are comfortable with and keep talking as you get deeper into a relationship.
- not use alcohol or other drugs —they decrease your ability to take care of yourself and make sensible decisions.
- trust your gut feelings. If a place or the way your date acts makes you nervous or uneasy, leave. Always take enough money for a phone call for help.
- check out a first date or blind date with friends. Meet in and go to public places. Take public transportation or drive your own car.
- leave social events with friends not with someone you just met or don't know well.
- always watch your drink and never leave it unattended. Don't accept beverages from someone you don't know and trust.

As a man, you can

- realize that forcing a woman to have sex against her will is rape, a violent crime with serious consequences.
- accept a woman's decision when she says “no.” Don't see it as a challenge.
- ask yourself how sexual stereotypes affect your attitudes and actions toward women.

- not use alcohol and other drugs—it clouds your judgment and understanding of what another person wants.
- get help if you see men involved in a gang rape.
- understand that if a woman is drunk and you have sex with her against her will, it's still rape.
- seek counseling or a support group to help you if you feel violent or aggressive toward women.

If Date Rape Happens To You

- Remember that rape is rape. You are not to blame. Know that action against the rapist can prevent others from becoming victims.
- Get help immediately. Phone the police, a friend, a rape crisis center, a relative. Don't isolate yourself, don't feel guilty or ashamed, and don't try to ignore it. It is a crime that should be reported.
- Get medical attention as soon as possible. Do not shower, wash, douche, or change your clothes. Valuable evidence could be destroyed.
- Get counseling to help you through the recovery process. Rape is a traumatic experience and trained counselors can make recovery easier and quicker.
- If you think you've been sexually assaulted under the influence of a date rape drug, get medical help immediately. Try not to urinate before providing any urine samples. If possible, collect any containers from which you drank.

Source: National Crime Prevention Council (NCPC): Date Rape at www.ncpc.org.

SAFETY AND SECURITY POLICIES AND CRIME STATISTICS REPORT

The ITT Technical Institute issues, on an annual basis, a Safety and Security Policies and Crime Statistics Report. The information contained in the Report is distributed pursuant to 20 U.S.C. §1092 and 34 C.F.R. §668.41(e).

The Report discloses information about the school's safety and security policies and procedures, and statistics concerning the number of particular crimes reported to the school and local law enforcement agencies as occurring on the school's premises or public property adjacent to the school. The Report serves to inform the school's students, prospective students, employees, and prospective employees of the existence and enforcement of the school's safety and security policies.

The most recent Report is posted at http://info.itt-tech.edu/campus_safety/

If you do not have access to the Internet, please contact the school Registrar for a printed version of the Report.

SAFETY TIPS

Students can do several things to protect themselves from crime. Many crimes occur only because there is an opportunity for them to happen. For example, most crimes of burglary and theft are random, not calculated. They occur because a window is rolled down, valuables are left in plain sight or a vehicle is left unlocked. The following are some safety tips:

- Walk in well-lit areas;
- Arrange to walk in groups with at least one companion, especially at night;
- Do not carry large sums of cash;
- Avoid less-frequented places when alone, especially at night;
- Be aware how you carry your valuables and don't leave them unattended;
- If a driver stops to ask for directions, do not get too close to the car and risk being pulled in;
- Do not ignore your intuition; if you suspect you are being followed, change direction or go to a public area or group of people; and
- If you are being followed while driving, drive to the nearest police station, fire station or a well-lit, open business where you can safely call the police. Try to get the car's license number and description. If no safe areas are near, honk the horn repeatedly and turn on your emergency flashers.

SCHOOL CLOSING DUE TO INCLEMENT WEATHER

The school will issue announcements to local radio and television stations when classes are canceled and the school closes due to inclement weather. The call letters of such stations will be posted on the student bulletin board. It is the student's responsibility to utilize these sources to ascertain any school closing. If in doubt, call the school. Should the school reschedule a canceled class meeting, all students are expected to attend the rescheduled meeting and are responsible for material covered during the rescheduled meeting. Students unable to attend the rescheduled class meeting must arrange to make up the assigned work with the instructor prior to the rescheduled class meeting.

SEXUAL ASSAULT, SEXUAL HARASSMENT AND OTHER PROHIBITED HARASSMENT (CALIFORNIA)

It continues to be the policy of ITT Technical Institute that sexual assault or harassment of students or applicants for admission in any form is unacceptable conduct which will not be tolerated. Sexual assault is defined in California Education Code Section 94385 to include without limitation, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery or threat of sexual assault. Sexual harassment includes unwelcome sexual flirtations, advances or propositions, requests for sexual favors, verbal abuse of a sexual nature, subtle pressure or request for sexual activities, unnecessary touching of an individual, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display in the school of sexually suggestive objects or pictures, sexually explicit or offensive jokes, physical assault and other verbal, visual or physical conduct of a sexual nature. No student, applicant, faculty member or other employee of ITT Technical Institute shall: (a) sexually assault or harass any student or applicant; or (b) threaten or insinuate, either explicitly or implicitly, that a student's or applicant's refusal to submit to sexual advances will adversely affect that person's admission, enrollment, grades, studies or educational experience at ITT Technical Institute. Similarly, no faculty member or other employee of ITT Technical Institute shall promise, imply or grant any preferential treatment in connection with any student or applicant with the intent of rewarding for or engaging in sexual conduct.

Other types of harassment that will not be tolerated include any unwanted or unwelcome words, gestures or actions of a persistent or offensive nature involving any person's race, religion, color, age, sex, sexual orientation, national origin, disability, gender or any other protected status. Harassment of this nature also includes any conduct, whether verbal, visual or physical, relating to or involving a person's race, religion, color, age, sex, sexual orientation, national origin, disability, gender or any other protected status that is sufficiently pervasive or severe to: (I) unreasonably interfere with a student's education at the school or a student's admission to a program offered by the school; or (II) create an intimidating, hostile or offensive learning environment for students.

Any student or applicant who feels that he or she is a victim of sexual assault, sexual harassment or other prohibited harassment (including, but not limited to, any of the conduct listed above) by any student, applicant, faculty member or other ITT Technical Institute employee, or visitor or invitee of the school in connection with the educational experience offered by ITT Technical Institute should, as described in the Student Complaint/Grievance Procedure section, bring the matter to the immediate attention of the school Director, at the school in which the student is enrolled at the telephone number specified in this catalog. A student or applicant who is uncomfortable for any reason in bringing such a matter to the attention of the school Director, or who is not satisfied after bringing the matter to the attention of the school Director, should report the matter to the Senior Vice President, Chief Compliance Officer, ITI/ESI, telephone (800) 388-3368. Any questions about this policy or potential sexual assault, sexual harassment or other prohibited harassment should also be brought to the attention of the same persons.

The school encourages students and ITT Technical Institute employees to promptly and accurately report all sexual assaults occurring at any of the school's facilities to the appropriate police agencies. Upon the request of a sexual assault complainant, the school will: (a) transport the complainant to the hospital or contact emergency personnel on behalf of the complainant; (b) refer the complainant to a counseling center or an agency that can make such referral; and (c) notify the police on behalf of the complainant.

ITT Technical Institute will promptly investigate all allegations of sexual assault, sexual harassment or other prohibited harassment in as confidential a manner as the school deems reasonably possible and take appropriate corrective action, if warranted. The school will inform the complainant of the results of the school's investigation. Sexual assault complainants may, in their discretion, pursue their own remedies against the alleged perpetrator, whether civilly and/or criminally. The school will assist any student with

academic difficulties arising as a direct result of a sexual assault on the student by any ITT Technical Institute student or employee occurring at any of the school's facilities.

SOLICITING

In the interest of all students, faculty and staff, no outside solicitation whatsoever is permitted in the classroom or laboratory, regardless of the reason, without the express consent of the school Director.

STUDENT ACTIVITIES

The school encourages student activities that develop individual initiative, group leadership, and cooperation. It is a goal of the school to provide students with the opportunity to participate in activities that relate to vocational objectives, satisfy social needs, provide recreational opportunities, and encourage cultural enrichment. School-related student activities must be sanctioned and supervised by the school. Students should contact the Dean regarding activities in which they would like to participate.

STUDENT BODY DIVERSITY

ITT Technical Institute provides information about Student Body Diversity in the "Disclosure - Student Body Diversity" which can be found in the Appendix attached hereto.

STUDENT COMPLAINT/GRIEVANCE PROCEDURE

Please see the Student Handbook Appendix for information on the school's Student Complaint/Grievance Procedure, and the Enrollment Agreement for information on the Resolution of Disputes procedure, with respect to any complaint or dispute that may arise between a student and the school. The Student Complaint/Grievance Procedure and Resolution of Disputes procedure are also published in the School Catalog, which is posted electronically on the portal at <http://www.itt-tech.edu>, and is also available from your school Director.

STUDENT ENTRY

Students must only enter and exit the school through the designated student entry doors. The lobby entrance is only for the use of guests and visitors.

STUDENT LOUNGE/BREAK AREA

The student lounge/break area is provided for the students' convenience and enjoyment before and after class and during break periods. It is the student's responsibility to keep this area as neat as possible. Please use the trash receptacles to dispose of candy wrappers, drink containers and other refuse. If smoking is permitted in an outside break area, please use the ashtrays to dispose of cigarettes.

Your help in keeping the school neat and clean is expected and appreciated.

STUDENT PORTAL

The Student Portal provides important information about the school and can be accessed at <http://studentportal.itt-tech.edu>.

TELEPHONES

Student messages or telephone calls of an emergency nature received at the school will normally be delivered to the student during class breaks. In such cases, the caller should give the school the student's class schedule so he/she can be more readily located.

The school will not accept student telephone calls, messages and letters of a personal nature. Telephone calls, messages, etc. of a personal nature must be directed to the student's home or cell phone. Office phones are not to be used for personal calls.

Cellular phones should not be used during a class meeting as the call may disturb other members of the class. Cellular telephones and pagers should be set so they do not interrupt or disrupt regular classroom activities. Students whose telephones or pagers disrupt class may be asked to leave and may be marked absent. Repeated violations may lead to disciplinary action.

Office phones are for school use only and may not be used by students without the expressed permission of a staff member.

VACCINATION POLICY

The school recommends that, within the 12 months immediately preceding the start of the student's program of study at the school, the student receive the following vaccinations or immunizations:

- tetanus-diphtheria;
- polio series;
- mumps;
- rubella;
- chickenpox;
- two rubeola;
- varicella;
- hepatitis-A; and
- hepatitis-B.

Certain clinical or practicum experiences that may be part of the student's program of study at the school may require these and/or other vaccinations or immunizations.

Certain states require that students receive specific vaccinations. Any requirements in this regard are detailed in your School Catalog.

VIRTUAL LIBRARY

ITT Technical Institute students have access to the ITT Technical Institute Virtual Library. Students may access the Virtual Library at: <http://library.itt-tech.edu>. Please see the Virtual Library Users Guide for complete information. Students or staff may direct any questions on the Virtual Library to the Corporate Librarian at 800-388-3368, ext. 362.

VISITORS AND GUESTS

Students must notify the Dean prior to bringing any visitors or guests into the school. All visitors and guests must enter the building through the lobby entrance and are required to sign the guest book. No visitors or guests may tour the facility without being accompanied by a school employee. No visitors or guests may attend a student's class without the prior permission of the instructor and the Dean or the School or Program Chair.

VOTER REGISTRATION

The school encourages eligible students to register and vote. Every September, the school will electronically transmit a message containing a voter registration form acceptable for use in the state in which the institution is located, or an Internet message where such a form can be downloaded. Students are encouraged to check their student e-mail for this message. Also, please see the Dean for information on voter registration.

WEAPONS

The possession or use of firearms, knives (except non-spring pocket knives with blades less than four inches), other weapons, explosives or fireworks of any kind are prohibited on school property and during any school activity, except for law enforcement officers who are required to carry a firearm at all times. Any law enforcement officer who is required to carry a firearm on school premises or during any school activity must notify the school in writing of that requirement and provide a copy of the applicable directive that requires the officer to carry a firearm while on school premises and during school activities.

The school reserves the right to inspect any and all items brought onto the school premises, including any building or parking lot. Except for law-enforcement officers as specified above, possession or use of a firearm, knife (except a non-spring pocket knife with a blade less than four inches), other weapon, explosive or firework on school premises or during any school activity will result in the student's immediate termination from the school.

EDUCATIONAL ASSISTANCE

ABSENCES

In the event of an absence, a student should make every effort to contact his or her instructor. The instructor can provide the student with class assignments and/or inform the student of all the necessary make-up work and time necessary to help the student keep up with his or her courses. Students may also use e-mail to communicate with instructors. Students are encouraged to see their instructor for specific information on make-up work policies.

ASSIGNMENTS

All classroom and laboratory assignments are required to be completed by the student. Any missed assignments, due to absenteeism or otherwise, are required to be made up by the student in accordance with the make-up policy specified in the school Catalog.

EXAMS

Exams must be taken in compliance with school policy.

EXAM MAKE-UP

Students are required to take exams at the regularly scheduled times unless circumstances beyond the student's control prevent it. These circumstances include documented illness, documented business travel or an online student's technological failure. Students are required to reschedule the missed exam as soon as possible. To reschedule an exam, a student must send a written request to his or her instructor. Online students must submit the request through the course management system. Notwithstanding anything above, the decision to allow a student to make up an exam is at the sole discretion of the school and is final and binding on the student.

EXTRA HELP FOR ACADEMICS

Students may receive extra help by making a request to their instructor and/or the School or Program Chair. Extra help sessions will be arranged outside the normal classroom instruction hours to assist the student.

Academic assistance includes, but is not limited to, tutoring and group seminars. Specific course tutoring is provided by the staff, peers and through open lab sessions.

Many of these services are provided on a regularly scheduled basis, while others are by appointment only. Students are encouraged to inquire of their instructor or School or Program Chair. Students may be required to accept special help or attend scheduled assistance sessions as a condition of their continuation in the program.

EXTRA HELP FOR LABORATORY WORK

Students needing additional lab work time to complete assigned lab projects may do so by permission of their instructor or School or Program Chair. Extra help lab sessions are made available outside the normal lab instruction hours.

LEARNING RESOURCE CENTER

The school maintains a Learning Resource Center ("LRC") that includes access to the ITT Technical Institute Virtual Library. The LRC contains reference and reading materials related to the school's academic programs. Hours of operation and available services are posted in the LRC. Students needing access to the LRC during non-scheduled hours should see a School or Program Chair or the Dean. A student is responsible to the school for the replacement cost of any lost or damaged materials the student removes from the LRC. A student's degree or diploma will be withheld by the school until all LRC materials the student removes from the LRC are returned to the school in good condition or the student pays the school the replacement cost of those LRC materials.

SCHEDULE CHANGES AND WITHDRAWALS

Any student desiring to change his or her program of study or class schedule must first obtain permission from the Dean. Such permission is at the discretion of the school. Students who wish to withdraw from a program of study or a course should notify the Dean or School or Program Chair in advance of withdrawal. Students must also contact the school's Director of Finance in the event of any change in student status.

FINANCIAL ASSISTANCE

BOOKSTORE

The textbooks, tools and supplies required for the program of study are to be furnished to the student or made available for sale the week prior to the upcoming term or on the first day of that term's classes. Students are not obligated to buy any of the required books, tools, or supplies for their program of study from the school, but students are required to possess the requisite books, tools and supplies, whether purchased from the school or elsewhere.

CHECK CASHING POLICY

The cashier's office will not cash any checks and will only accept those checks made out to the school for educational costs.

ENTRANCE AND EXIT COUNSELING

Students are provided individual entrance and exit counseling with respect to financial aid received under the federal student financial aid programs. Information on topics, such as loan options, financial planning, repayment obligations, and deferment/forbearance options, are provided to each student upon entering and leaving school.

FINANCIAL AID ASSISTANCE

School financial aid services are generally available during normal business hours. If a student needs to meet with a financial aid professional during a particular evening and he/she is unavailable, contact the Director of Finance to make other arrangements. See the Director of Finance for additional information.

SMARTFORMS

ITT Technical Institute offers students the use of a web-based program to aid them in completing their financial aid forms such as the FAFSA and Stafford Loan forms. This convenient application enables cosigners and/or parents, who would otherwise be unavailable, to participate in required portions of the financial aid process.

SUSPENSION AND REINSTATEMENT OF ELIGIBILITY FOR FEDERAL STUDENT FINANCIAL AID AS A RESULT OF DRUG-RELATED OFFENSES

Suspension of Eligibility for Federal Student Financial Aid as a Result of Drug-Related Offenses

A student who has been convicted of any offense under any federal or state law involving the possession or sale of a controlled substance shall not be eligible to receive any grant, loan or work assistance under the federal student financial aid programs during the period beginning on the date of such conviction and ending after the interval specified in the following table:

If convicted of an offense involving:

The possession of a controlled substance:

- First offense
- Second offense
- Third offense

Ineligibility period is:

- 1 year
- 2 years
- Indefinite

The sale of a controlled substance:

- First offense
- Second offense

Ineligibility period is:

- 2 years
- Indefinite

Reinstatement of Eligibility for Federal Student Financial Aid as a result of Drug-Related Offenses

In the event you are notified that your eligibility for federal student financial aid has been suspended as a result of a conviction of an offense under a federal or state law involving the possession or sale of a controlled substance, you may regain your eligibility before the end of the ineligibility period if:

- (a) you satisfactorily complete a drug rehabilitation program that:
 - (i) complies with such criteria prescribed in the U.S. Department of Education's regulations; and
 - (ii) includes two unannounced drug tests;
- (b) you successfully pass two unannounced drug tests conducted by a drug rehabilitation program that complies with such criteria prescribed in the U.S. Department of Education's regulations; or
- (c) the conviction is reversed, set aside or otherwise rendered nugatory.

The term "controlled substance" has the meaning given the term in section 102(6) of the Controlled Substances Act (21 U.S.C. 802(6)).

TUITION PAYMENT

Acceptable means of payment are: cash, personal check made out for the exact amount, money order made out for the exact amount and credit card (if accepted).

CAREER SERVICES ASSISTANCE

Today's professional must be well prepared. In order to help students be knowledgeable and marketable as they enter the workforce, ITT Technical Institute provides Career Services designed to help students pursue their career goals.

PROFESSIONAL DEVELOPMENT

Through a series of workshops, seminars, panels and other events Career Services provides information on career development components, such as resume writing, interviewing, professional dress, networking, occupational and industry knowledge, evaluating job offers and salary negotiations. Additionally, Career Services and faculty provide instruction on career search development through the Professional Procedures and Portfolio Development course material.

INDIVIDUAL CAREER SEARCH ADVISING

Students and graduates are encouraged to regularly meet with Career Services staff to receive personalized coaching and advice regarding their career search, and interview preparation.

PRE-GRADUATE EMPLOYMENT ASSISTANCE

The Career Services staff assists students in identifying employment opportunities involving their fields of study while they pursue their programs.

CAREER FAIRS

The campus may sponsor Career Fairs to help students connect with employers.

CONNECTING WITH EMPLOYERS

Students may connect with employers during their education through avenues such as:

- Panels, workshops and other professional development events conducted by employers;
- Classroom speakers;
- On/off campus interview sessions;
- Field trips;
- Informational Interviews; and
- Company Information Sessions.

CONTINUING EDUCATION

ITT Technical Institute is a strong proponent of continuing education for graduates. Career Services staff will assist graduating students in exploring continuing education opportunities at ITT Technical Institute.

Note: The school's career services as specified above, are available to students and interested graduates, but the school does not make any promise or representation whatsoever to any student or graduate: (1) that the student or graduate will obtain any employment, whether full-time, part-time, upon graduation, during school, related to his or her education or otherwise; or (2) regarding any career opportunity, position, salary level and/or job title in any employment that the student or graduate may obtain, whether during school or upon graduation. No employment information or career service provided by the school to any student or graduate will be considered by the student or graduate, either expressly or impliedly, as any: (a) guarantee or promise of employment; (b) likelihood of employment; (c) indication of the level of employment or compensation any student or graduate may expect; or (d) indication of the types or job titles of positions for which students or graduates may qualify. Students and graduates are encouraged to not place restrictions on their job search endeavors regarding location, starting salary or specific benefits, as doing so may similarly restrict employment options and opportunities. Any employment that a student or graduate may obtain with the help of the school's career services will, in all probability and likelihood, be at an entry-level position.

TYPES OF EMPLOYMENT OBTAINED BY GRADUATES

ITT Technical Institute, through its Career Services Department, maintains and can provide information to students and prospective students concerning the types of employment obtained by graduates of its degree programs. Depending on the program of study, ITT Technical Institute graduates have obtained employment in the types of careers listed below. Further, where there have not been graduates of a program of study, future graduates could potentially obtain this type of employment, although we do not represent or guarantee that a graduate will obtain employment or employment in any particular type of position of any program. Note: All programs listed below may not be available at all ITT Technical Institutes.

School of Business

Business Administration (Bachelor's): Communications; Finance; Government; Manufacturing; Marketing; and Sales.

Business Accounting Technology (Bachelor's): Accountant; Accounting Clerk; Accounting Technician; Auditor; Bookkeeper; Claims Examiner; Payroll Administrator; and Tax Preparer.

Business Administration-Project Management (Bachelor's): Financial Services; Government; Information Systems; Insurance; and Manufacturers.

Technical Project Management (Bachelor's): E-Commerce Architect; E-Commerce Programmer; E-Commerce Project Manager; Intranet Engineer; Online Producer; Support Specialist; Web Architect; Web Administrator; and Web Programmer.

School of Criminal Justice

Criminal Justice (Associate's Degree): Communications; Correctional Programs; Criminal Investigations; Criminology; and Security and Policing.

Criminal Justice (Bachelor's Degree): Corrections Officer; Customs Inspector; Police Officer; Private Investigator; Probation Officer.

Criminal Justice-Cyber Security (Bachelor's Degree): Business; Financial Services; Government; Insurance; Security; and Systems Security.

Paralegal Studies (Associate's Degree): Paralegal; Real Estate Paralegal; Legal Assistant; Contracts Administrator.

School of Drafting and Design

Computer Drafting and Design (Associate's Degree): Construction Drafter; Design Landscaper; Drafting Technician; Illustrator; Mapping Technician; Structural Auto CAD Technician; and Utility Design Contractor.

Construction Management (Bachelor's Degree): Assistant Scheduler; Construction Business Manager; Construction Cost Estimator; Construction Modeler; Construction Specialist; and Field Engineer.

Construction Technology (Associate's Degree): Compliance Assistant; Construction Site Representative; Estimator; Safety Coordinator; and Scheduling Assistant.

Digital Entertainment and Game Design (Bachelor's Degree): 3-D Animator; 3-D Animator; Flash Developer; Game Tester; and Graphic Designer.

Graphic Design (Bachelor's Degree): Desktop Publishing Operator; Internet/Web Designer; Prepress Technician; and Print Production Assistant.

Information Technology-Multimedia (Associate's Degree): Computer Animator; Computer Graphics Technician; Computer Modler; GUI Design Specialist; Interactive Training Materials Designer; Multimedia Authoring Specialist; and Multimedia Technician.

Visual Communications (Associate's Degree): Computer Graphics Technician; Interactive Media Designer, Multimedia Technician; and Production Artist.

School of Electronics Technology

Computer and Electronics Engineering Technology (Associate's Degree): Assembler; Computer Hardware Technician; Digital Technician; Development Engineering Technician; Electronics Support Technician; Field Service Representative; Mechanical Calibration Technician; Network Maintenance Technician; Production Technician; Quality Assurance Technician; RF Technician; and Test Technician.

Computer Electronics Technology (Associate's Degree): Assembler; Computer Hardware Technician; Digital Technician; Development Engineering Technician; Electronics Support Technician; Field Service Representative; Mechanical Calibration Technician; Network Maintenance Technician; Production Technician; Quality Assurance Technician; RF Technician; and Test Technician.

Electronics and Communications Engineering Technology (Bachelor's Degree): Communication Systems Installer; Computer Systems Technologist; Electronics Engineering Technologist; Engineering Sales/Service Representative; Engineering Technician; Field Service Representative; Industrial Systems Technologist; Research Technician; Technical Consultant; and Telecommunications Technician.

Industrial Automation Engineering Technology (Bachelor's Degree): Automation Technician; Field Service Technician; Manufacturing Technician; Process Control Technician; Production Maintenance Technician; Service Technician; and Technical Sales Representative.

School of Health Sciences

Health Information Technology (Associate's Degree): Registry Specialist; Health Information Technician; Medical Records Technician; Patient Information Coordinator; Health Data Analyst; Health Record Analyst; Release of Information Specialist and Reimbursement Specialist.

Nursing (Associate's Degree): Adult Intensive Care Nurse; Extended Care Nurse; Health Educator; Home Health Nurse; Labor and Delivery Nurse; Psychiatric Nurse; and Staff Nurse (Hospital, Clinic or Physician's Office.)

School of Information Technology

Data Communication Systems Technology (Bachelor's Degree): Computer Technician; Data Communications Specialist; Data Governance Manager; Data Quality Assurance; IT Data Center Technician; Network Administrator; Network Installation Technician; Network Maintenance Technician; Programmer Analyst; System Analyst; and Test Data Manager.

Information Systems Administration (Associate's Degree): Computer Security Specialist; Computer Support Specialist; Network Administrator; Operations Manager; and Technical Support Specialist.

Information Systems Security (Bachelor's Degree): Application Security Analyst; Computing Security Specialist; Information Security Administrator; Information Systems Security Representative; Network Security Specialist; Security Auditor; Security Technician; and Systems Engineer.

Information Technology-Computer Network Systems (Associate's Degree): Computer Technician; Desktop Support Technician; Help Desk Support; IT Assistant; Network User-Support Specialist; System Administrator; Web Server Administrator; and Windows Administrator.

Information Technology-Software Applications and Programming (Associate's Degree): C++ Programmer; Data Analyst; Database Administrator; Junior Web Designer; Lead Web Developer; Programmer Librarian; Software Quality Analyst; and Systems Support Specialist.

Project Management (Bachelor's Degree): Project Coordinator; Project Manager; Project Resource Coordinator; Project Scheduler; and Project Team Member.

Software Applications Development (Bachelor's Degree): IT Programmer; Software Administrator; Software Applications Developer; Software Applications Engineer; Software Development Engineer; Software Developer; and Software Engineer.

Software Development Technology (Associate's Degree): Application Development; Associate Software Engineer; Database Programmer; Developer; Help Desk Support; and IT Assistant.

Software Engineering Technology (Bachelor's Degree): Software Applications Analyst; Software Applications Specialist; Software Design Engineer; Software Developer; Software Graphics Engineer; Software Tester; and Web Application Developer.

Information Technology-Web Development (Associate's Degree): Database Technician; HTML Programmer; Web Application Developer; Web Programmer; and Website Designer.

For additional information, see the Director of Career Services.

NOTE:

School of Study and Program: Not every campus has every school of study or offers all of the programs within a particular school of study. Please refer to the particular ITT Technical Institute campus' School Catalog for details on the schools of study at that campus.

Bachelor's Degree Programs: Bachelor's degree programs are not offered at every ITT Technical Institute campus, and not every ITT Technical Institute campus that offers Bachelor's degree programs offers every Bachelor's degree program. See the specific ITT Technical Institute campus' School Catalog for a complete list of programs offered at that campus.

TYPES OF GRADUATE AND PROFESSIONAL EDUCATION PURSUED BY GRADUATES OF BACHELOR'S DEGREE PROGRAMS.

The Career Services Department makes available to students and prospective students upon request information concerning the types of graduate and professional education pursued by graduates of bachelor's degree programs.

EXTRA-CURRICULAR ACTIVITIES

ACADEMIC CLUBS

Please see a School or Program Chair for a current list of student professional organizations sponsored by the school.

SPORTS AND SOCIAL EVENTS

These activities are generally student lead and, where applicable, organized by the Student Council, which plans events that would interest the maximum number of students. Students are encouraged to work with the Student Council if they have a hobby, special interest or sport that they would like incorporated into the extra-curricular activity program. If your school does not have a Student Council, contact the School Dean.

Appendix

Program of Study Information

Completion and Retention Rate Disclosure

Student Body Diversity

Student Complaint/Grievance Procedure

Nursing Program (where applicable) *

Health Information Technology Program (where applicable) *

Wisconsin Department of Health and Family Services Disclosures

* Not every campus has every school of study or offers all of the programs within a particular school of study. Please refer to the particular ITT Technical Institute campus' school catalog for details on the schools of study at that campus.

PROGRAM OF STUDY INFORMATION
ITT Technical Institute

Main Campus: 9511 Angola Court, Indianapolis, IN 46268
Additional Locations: See attached list.

Information with respect to each program of study⁽¹⁾ offered by the entire institution (i.e., a combination of the ITT Technical Institute main campus and all of its additional locations, as specified):

- Occupations** – The occupations (by name and Standard Occupational Classification (“SOC”) code(s) issued by the Bureau of Labor Statistics of the U.S. Department of Labor) that the knowledge and skills taught in the program of study help students prepare to enter, and links to the occupational profiles on O*NET associated with the SOC codes:

**Accounting – Associate’s Degree (“ACCT”) and
Business Accounting Technology – Associate’s Degree (“ABAT”)
(combined, “AB”)**

Occupation Name	SOC Code	O*NET Link
Tax Preparers	13-2082	http://www.onetonline.org/link/summary/13-2082.00
Bookkeeping, Accounting, and Auditing Clerks	43-3031	http://www.onetonline.org/link/summary/43-3031.00
Payroll and Timekeeping Clerks	43-3051	http://www.onetonline.org/link/summary/43-3051.00
Brokerage Clerks	43-4011	http://www.onetonline.org/link/summary/43-4011.00
Statistical Assistants	43-9111	http://www.onetonline.org/link/summary/43-9111.00

Business Administration – Associate’s Degree (“ABA”)

Occupation Name	SOC Code	O*NET Link
General and Operations Managers	11-1021	http://www.onetonline.org/link/summary/11-1021.00
Sales Managers	11-2022	http://www.onetonline.org/link/summary/11-2022.00
Administrative Services Managers	11-3011	http://www.onetonline.org/link/summary/11-3011.00
Geothermal Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.02
Industrial Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.00
Logistics Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.03
Storage and Distribution Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.02
Transportation Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.01
Construction Managers	11-9021	http://www.onetonline.org/link/summary/11-9021.00
Social and Community Service Managers	11-9151	http://www.onetonline.org/link/summary/11-9151.00
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04
Cost Estimators	13-1051	http://www.onetonline.org/link/summary/13-1051.00
Management Analysts	13-1111	http://www.onetonline.org/link/summary/13-1111.00

Accounting – Bachelor’s Degree (“ACCTG”)

Occupation Name	SOC Code	O*NET Link
Accountants	13-2011	http://www.onetonline.org/link/summary/13-2011.01
Auditors	13-2011	http://www.onetonline.org/link/summary/13-2011.02
Budget Analysts	13-2031	http://www.onetonline.org/link/summary/13-2031.00
Credit Analysts	13-2041	http://www.onetonline.org/link/summary/13-2041.00
Financial Examiners	13-2061	http://www.onetonline.org/link/summary/13-2061.00
Tax Examiners and Collectors, and Revenue Agents	13-2081	http://www.onetonline.org/link/summary/13-2081.00

Criminal Justice⁽¹⁾ – Associate’s Degree (“ACJ”)

Occupation Name	SOC Code	O*NET Link
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04
First-Line Supervisors of Police and Detectives	33-1012	http://www.onetonline.org/link/summary/33-1012.00

**Business Administration – Bachelor’s Degree (“BA”),
Business Administration - Marketing Management Option and Project Management Option – Bachelor’s Degree (“BA2O”),
Business Administration - Finance Option, Human Resources Management Option, Marketing Option, Marketing Management Option and Project Management Option – Bachelor’s Degree (“BA5O”),
Business Management – Bachelor’s Degree (“BM”) and
Project Management – Bachelor’s Degree (“PMB”)
(combined, “BBA”)**

Occupation Name	SOC Code	O*NET Link
General and Operations Managers	11-1021	http://www.onetonline.org/link/summary/11-1021.00
Sales Managers	11-2022	http://www.onetonline.org/link/summary/11-2022.00
Administrative Services Managers	11-3011	http://www.onetonline.org/link/summary/11-3011.00
Geothermal Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.02
Industrial Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.00
Logistics Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.03
Storage and Distribution Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.02
Transportation Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.01
Construction Managers	11-9021	http://www.onetonline.org/link/summary/11-9021.00
Social and Community Service Managers	11-9151	http://www.onetonline.org/link/summary/11-9151.00
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04
Cost Estimators	13-1051	http://www.onetonline.org/link/summary/13-1051.00
Management Analysts	13-1111	http://www.onetonline.org/link/summary/13-1111.00

**Business Accounting Technology – Bachelor’s Degree (“BATB”) and
Business Accounting Technology - Financial Accounting Option and Internal Controls Option –
Bachelor’s Degree (“BATO”)
(combined, “BBAT”)**

Occupation Name	SOC Code	O*NET Link
Tax Preparers	13-2082	http://www.onetonline.org/link/summary/13-2082.00
Bookkeeping, Accounting, and Auditing Clerks	43-3031	http://www.onetonline.org/link/summary/43-3031.00
Payroll and Timekeeping Clerks	43-3051	http://www.onetonline.org/link/summary/43-3051.00
Brokerage Clerks	43-4011	http://www.onetonline.org/link/summary/43-4011.00
Statistical Assistants	43-9111	http://www.onetonline.org/link/summary/43-9111.00

Criminal Justice⁽¹⁾ – Bachelor’s Degree (“BCJ”)

Occupation Name	SOC Code	O*NET Link
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04
First-Line Supervisors of Police and Detectives	33-1012	http://www.onetonline.org/link/summary/33-1012.00

Business Management – Associate’s Degree (“BMG”)

Occupation Name	SOC Code	O*NET Link
General and Operations Managers	11-1021	http://www.onetonline.org/link/summary/11-1021.00
Sales Managers	11-2022	http://www.onetonline.org/link/summary/11-2022.00
Administrative Services Managers	11-3011	http://www.onetonline.org/link/summary/11-3011.00
Geothermal Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.02
Industrial Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.00
Logistics Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.03
Storage and Distribution Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.02
Transportation Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.01
Construction Managers	11-9021	http://www.onetonline.org/link/summary/11-9021.00
Social and Community Service Managers	11-9151	http://www.onetonline.org/link/summary/11-9151.00
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04
Cost Estimators	13-1051	http://www.onetonline.org/link/summary/13-1051.00
Management Analysts	13-1111	http://www.onetonline.org/link/summary/13-1111.00

Nursing – Bachelor’s Degree (“BSN”)

Occupation Name	SOC Code	O*NET Link
Acute Care Nurses	29-1141	http://www.onetonline.org/link/summary/29-1141.01
Critical Care Nurses	29-1141	http://www.onetonline.org/link/summary/29-1141.03
Registered Nurses	29-1141	http://www.onetonline.org/link/summary/29-1141.00

**Computer and Electronics Engineering Technology – Associate’s Degree (“CEET”),
 Computer and Electronics Technology – Associate’s Degree (“CET”) and
 Electrical Engineering Technology – Associate’s Degree (“EET”)
 (combined, “CCE”)**

Occupation Name	SOC Code	O*NET Link
Electrical Engineering Technicians	17-3023	http://www.onetonline.org/link/summary/17-3023.03
Electronics Engineering Technicians	17-3023	http://www.onetonline.org/link/summary/17-3023.01

Computer Drafting and Design – Associate’s Degree (“CDD”)

Occupation Name	SOC Code	O*NET Link
Architectural Drafters	17-3011	http://www.onetonline.org/link/summary/17-3011.01
Civil Drafters	17-3011	http://www.onetonline.org/link/summary/17-3011.02
Electrical Drafters	17-3012	http://www.onetonline.org/link/summary/17-3012.02
Electronic Drafters	17-3012	http://www.onetonline.org/link/summary/17-3012.01
Mechanical Drafters	17-3013	http://www.onetonline.org/link/summary/17-3013.00

Computer Forensics – Associate’s Degree (“CF”)

Occupation Name	SOC Code	O*NET Link
Computer and Information Systems Managers	11-3021	http://www.onetonline.org/link/summary/11-3021.00
Computer Systems Analysts	15-1121	http://www.onetonline.org/link/summary/15-1121.00
Informatics Nurse Specialists	15-1121	http://www.onetonline.org/link/summary/15-1121.01
Information Security Analysts	15-1122	http://www.onetonline.org/link/summary/15-1122.00
Software Developers, Applications	15-1132	http://www.onetonline.org/link/summary/15-1132.00
Software Developers, Systems Software	15-1133	http://www.onetonline.org/link/summary/15-1133.00
Computer Network Architects	15-1143	http://www.onetonline.org/link/summary/15-1143.00

Criminology and Forensic Technology⁽¹⁾ – Associate’s Degree (“CFT”)

Occupation Name	SOC Code	O*NET Link
Criminal Investigators and Special Agents	33-3021	http://www.onetonline.org/link/summary/33-3021.03
Immigration and Customs Inspectors	33-3021	http://www.onetonline.org/link/summary/33-3021.05
Police Detectives	33-3021	http://www.onetonline.org/link/summary/33-3021.01
Police Identification and Records Officers	33-3021	http://www.onetonline.org/link/summary/33-3021.02
Police Patrol Officers	33-3051	http://www.onetonline.org/link/summary/33-3051.01
Sheriffs and Deputy Sheriffs	33-3051	http://www.onetonline.org/link/summary/33-3051.03

**Criminal Justice - Cybersecurity⁽¹⁾ – Bachelor’s Degree (“CJC”),
 Information Systems and Cybersecurity – Bachelor’s Degree (“ISC”) and
 Information Systems Security – Bachelor’s Degree (“ISS”)
 (combined, “CI”)**

Occupation Name	SOC Code	O*NET Link
Computer and Information Systems Managers	11-3021	http://www.onetonline.org/link/summary/11-3021.00
Information Security Analysts	15-1122	http://www.onetonline.org/link/summary/15-1122.00
Database Administrators	15-1141	http://www.onetonline.org/link/summary/15-1141.00
Network and Computer Systems Administrators	15-1142	http://www.onetonline.org/link/summary/15-1142.00
Computer Network Architects	15-1143	http://www.onetonline.org/link/summary/15-1143.00

Construction Management – Bachelor’s Degree (“CM”)

Occupation Name	SOC Code	O*NET Link
Construction Managers	11-9021	http://www.onetonline.org/link/summary/11-9021.00

Information Technology - Computer Network Systems – Associate’s Degree (“CNS”)

Occupation Name	SOC Code	O*NET Link
Computer Systems Analysts	15-1121	http://www.onetonline.org/link/summary/15-1121.00
Informatics Nurse Specialists	15-1121	http://www.onetonline.org/link/summary/15-1121.01
Information Security Analysts	15-1122	http://www.onetonline.org/link/summary/15-1122.00
Computer Network Architects	15-1143	http://www.onetonline.org/link/summary/15-1143.00

Construction Technology – Associate’s Degree (“CT”)

Occupation Name	SOC Code	O*NET Link
First-Line Supervisors/Managers of Construction Trades and Extraction Workers	47-1011	http://www.onetonline.org/link/summary/47-1011.00
Solar Energy Installation Managers	47-1011	http://www.onetonline.org/link/summary/47-1011.03

Data
Com
muni
cati
on

Systems Technology – Bachelor’s Degree (“DCST”)

Occupation Name	SOC Code	O*NET Link
Computer and Information Systems Managers	11-3021	http://www.onetonline.org/link/summary/11-3021.00
Information Security Analysts	15-1122	http://www.onetonline.org/link/summary/15-1122.00
Network and Computer Systems Administrators	15-1142	http://www.onetonline.org/link/summary/15-1142.00
Computer Network Architects	15-1143	http://www.onetonline.org/link/summary/15-1143.00

Drafting and Design Technology – Associate’s Degree (“DDT”)

Occupation Name	SOC Code	O*NET Link
Architectural Drafters	17-3011	http://www.onetonline.org/link/summary/17-3011.01
Civil Drafters	17-3011	http://www.onetonline.org/link/summary/17-3011.02
Electrical Drafters	17-3012	http://www.onetonline.org/link/summary/17-3012.02
Electronic Drafters	17-3012	http://www.onetonline.org/link/summary/17-3012.01
Mechanical Drafters	17-3013	http://www.onetonline.org/link/summary/17-3013.00

Digital Entertainment and Game Design – Bachelor’s Degree (“DEGD”)

Occupation Name	SOC Code	O*NET Link
Multimedia Artists and Animators	27-1014	http://www.onetonline.org/link/summary/27-1014.00

Electronics and Communications Engineering Technology – Bachelor’s Degree (“ECET”)

Occupation Name	SOC Code	O*NET Link
Electrical Engineering Technicians	17-3023	http://www.onetonline.org/link/summary/17-3023.03
Electronics Engineering Technicians	17-3023	http://www.onetonline.org/link/summary/17-3023.01

Electrical Engineering and Communications Technology – Bachelor’s Degree (“EECT”)

Occupation Name	SOC Code	O*NET Link
Electronics Engineering Technicians	17-3023	http://www.onetonline.org/link/summary/17-3023.01
Electrical Engineering Technicians	17-3023	http://www.onetonline.org/link/summary/17-3023.03

Graphic Communications and Design – Associate’s Degree (“GCD”)

Occupation Name	SOC Code	O*NET Link
Art Directors	27-1011	http://www.onetonline.org/link/summary/27-1011.00
Multimedia Artists and Animators	27-1014	http://www.onetonline.org/link/summary/27-1014.00
Graphic Designers	27-1024	http://www.onetonline.org/link/summary/27-1024.00

Graphic Design – Bachelor’s Degree (“GD”)

Occupation Name	SOC Code	O*NET Link
Art Directors	27-1011	http://www.onetonline.org/link/summary/27-1011.00
Multimedia Artists and Animators	27-1014	http://www.onetonline.org/link/summary/27-1014.00
Graphic Designers	27-1024	http://www.onetonline.org/link/summary/27-1024.00

Health Information Technology – Associate’s Degree (“HIT”)

Occupation Name	SOC Code	O*NET Link
Medical Records and Health Information Technicians	29-2071	http://www.onetonline.org/link/summary/29-2071.00

Industrial Automation Engineering Technology – Bachelor’s Degree (“IAET”)

Occupation Name	SOC Code	O*NET Link
Industrial Engineering Technicians	17-3026	http://www.onetonline.org/link/summary/17-3026.00

Information Systems Administration – Associate’s Degree (“ISA”)

Occupation Name	SOC Code	O*NET Link
Computer and Information Systems Managers	11-3021	http://www.onetonline.org/link/summary/11-3021.00
Information Security Analysts	15-1122	http://www.onetonline.org/link/summary/15-1122.00
Network and Computer Systems Administrators	15-1142	http://www.onetonline.org/link/summary/15-1142.00
Computer Network Architects	15-1143	http://www.onetonline.org/link/summary/15-1143.00

Business Administration – 14 Course Master’s Degree (“MBA14”)

Occupation Name	SOC Code	O*NET Link
General and Operations Managers	11-1021	http://www.onetonline.org/link/summary/11-1021.00
Sales Managers	11-2022	http://www.onetonline.org/link/summary/11-2022.00
Administrative Services Managers	11-3011	http://www.onetonline.org/link/summary/11-3011.00
Geothermal Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.02
Industrial Production Managers	11-3051	http://www.onetonline.org/link/summary/11-3051.00
Logistics Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.03
Storage and Distribution Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.02
Transportation Managers	11-3071	http://www.onetonline.org/link/summary/11-3071.01
Construction Managers	11-9021	http://www.onetonline.org/link/summary/11-9021.00
Social and Community Service Managers	11-9151	http://www.onetonline.org/link/summary/11-9151.00
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04
Cost Estimators	13-1051	http://www.onetonline.org/link/summary/13-1051.00
Management Analysts	13-1111	http://www.onetonline.org/link/summary/13-1111.00

Mobile Communications Technology – Associate’s Degree (“MCT”)

Occupation Name	SOC Code	O*NET Link
None Identified	None Identified	None Identified

Network Systems Administration – Associate’s Degree (“NSA”)

Occupation Name	SOC Code	O*NET Link
Information Security Analysts	15-1122	http://www.onetonline.org/link/summary/15-1122.00

**Nursing – 24 Course Associate’s Degree (“NUR24”) and
Nursing – 21 Course Associate’s Degree (“NUR21”)
(combined, “NUR”)**

Occupation Name	SOC Code	O*NET Link
Acute Care Nurses	29-1141	http://www.onetonline.org/link/summary/29-1141.01
Critical Care Nurses	29-1141	http://www.onetonline.org/link/summary/29-1141.03
Registered Nurses	29-1141	http://www.onetonline.org/link/summary/29-1141.00

**Paralegal - Associate’s Degree (“P”) and
Paralegal Studies – Associate’s Degree (“PS”)
(combined “PLS”)**

Occupation Name	SOC Code	O*NET Link
Paralegals and Legal Assistants	23-2011	http://www.onetonline.org/link/summary/23-2011.00
Title Examiners, Abstractors, and Searchers	23-2093	http://www.onetonline.org/link/summary/23-2093.00

**Project Management and Administration - Project Management and Administration Option,
Construction Option and Information Technology Option – Bachelor’s Degree (“PMA”)**

Occupation Name	SOC Code	O*NET Link
Regulatory Affairs Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.01
Supply Chain Managers	11-9199	http://www.onetonline.org/link/summary/11-9199.04

Software Applications Development – Bachelor’s Degree (“SAD”)

Occupation Name	SOC Code	O*NET Link
Computer Programmers	15-1131	http://www.onetonline.org/link/summary/15-1131.00
Software Developers, Applications	15-1132	http://www.onetonline.org/link/summary/15-1132.00
Software Developers, Systems Software	15-1133	http://www.onetonline.org/link/summary/15-1133.00
Web Developers	15-1134	http://www.onetonline.org/link/summary/15-1134.00

Information Technology - Software Applications and Programming – Associate’s Degree (“SAP”)

Occupation Name	SOC Code	O*NET Link
None Identified	None Identified	None Identified

Software Development Technology – Associate’s Degree (“SDT”)

Occupation Name	SOC Code	O*NET Link
Computer Programmers	15-1131	http://www.onetonline.org/link/summary/15-1131.00
Software Developers, Applications	15-1132	http://www.onetonline.org/link/summary/15-1132.00
Software Developers, Systems Software	15-1133	http://www.onetonline.org/link/summary/15-1133.00
Web Developers	15-1134	http://www.onetonline.org/link/summary/15-1134.00

Software Engineering Technology - Bachelor's Degree ("SET")

Occupation Name	SOC Code	O*NET Link
None Identified	None Identified	None Identified

Technical Project Management - Bachelor's Degree ("TPM")

Occupation Name	SOC Code	O*NET Link
First-Line Supervisors of Retail Sales Workers	41-1011	http://www.onetonline.org/link/summary/41-1011.00
First-Line Supervisors of Office and Administrative Support Workers	43-1011	http://www.onetonline.org/link/summary/43-1011.00

Visual Communications - Associate's Degree ("VC")

Occupation Name	SOC Code	O*NET Link
Commercial and Industrial Designers	27-1021	http://www.onetonline.org/link/summary/27-1021.00
Graphic Designers	27-1024	http://www.onetonline.org/link/summary/27-1024.00
Set and Exhibit Designers	27-1027	http://www.onetonline.org/link/summary/27-1027.00

**Information Technology - Multimedia - Associate's Degree ("ITM"),
 Information Technology - Web Development - Associate's Degree ("ITW"),
 Web Design - Associate's Degree ("WD") and
 Web Design Technology - Associate's Degree ("WDT")
 (combined, "WEB")**

Occupation Name	SOC Code	O*NET Link
Web Developers	15-1134	http://www.onetonline.org/link/summary/15-1134.00
Multimedia Artists and Animators	27-1014	http://www.onetonline.org/link/summary/27-1014.00
Graphic Designers	27-1024	http://www.onetonline.org/link/summary/27-1024.00

2. **On-Time Graduation Rate** - The on-time graduation rate for students who completed the program of study during the federal award year that began on July 1, 2011 and ended June 30, 2012 ("Award Year"). The rate is calculated by dividing the number of students who completed the program of study within the Normal Time (as defined below) during the Award Year by the total number of students who completed the program during the Award Year. "Normal Time" for:

- (i) an associate degree program of study is either 7, 8 or 9 consecutive academic quarters depending on the program⁽²⁾;
- (ii) a bachelor degree program of study is either 14 or 15 consecutive academic quarters depending on the program⁽²⁾; and
- (iii) a master's degree program of study is 7 consecutive academic quarters⁽²⁾.

The Normal Time is not affected by any credits that a student may transfer into, or test out of, his or her program of study. The Normal Time of a new program of study to which a student transfers at the institution begins on the date that the student began attending the program of study at the institution from which he or she transferred.

Program of Study	On-Time Graduation Rate
AB	51.28%
ABA	37.59%
ACCTG	N/R/R
ACJ	51.18%
BBA	34.74%
BBAT	42.86%
BCJ	40.72%
BMG	N/R/R
BSN	N/R/R
CCF	57.62%
CDD	51.58%
CF	30.77%
CFT	N/R/R
CII	33.23%
CM	42.70%
CNS	60.58%
CT	41.18%
DCST	36.59%
DDT	N/R/R
DEGD	28.13%
ECET	33.94%
ELCT	N/R/R
GCD	N/R/R
GD	0.00%
HIT	46.97%
IAET	29.73%
ISA	23.48%
MBA14	41.79%
MCT	N/R/R
NSA	N/R/R
NUR	26.31%
PLS	64.96%
PMA	N/R/R
SAD	43.64%
SAP	54.00%
SDT	51.50%
SET	16.67%
TPM	17.86%
VC	52.11%
WEB	43.09%

3. **Costs** – The following costs are associated with each program of study:

Program of Study	Tuition ⁽⁵⁾				Fees ⁽⁴⁾	Tools ⁽⁶⁾		Link to Program Cost Information
	In Residence			Online		In Residence	Online	
	All Locations, Except AR, GA, MD, MN and NM	Arkansas, Georgia, Maryland and Minnesota Locations	New Mexico Location	All States				
AB								http://programinfo.it-tech.edu
ACCT	N/A	N/A	N/A	\$38,529	\$300	N/A	\$0	http://programinfo.it-tech.edu
ABAT	\$47,928	N/A	N/A	\$41,400	\$300	\$0	\$0	http://programinfo.it-tech.edu
ABA	\$47,928	N/A	N/A	\$41,400	\$300	\$0	\$0	http://programinfo.it-tech.edu
ACCTG	N/A	N/A	N/A	\$79,848	\$300	N/A	\$0	http://programinfo.it-tech.edu
ACJ	\$47,928	\$47,928	\$51,408	\$41,400	\$300	\$150	\$325	http://programinfo.it-tech.edu
BBA								http://programinfo.it-tech.edu
BA	\$93,324	N/A	N/A	\$83,806	\$300	\$0	\$0	http://programinfo.it-tech.edu
BA20	\$93,324	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.it-tech.edu
BA50	N/A	N/A	N/A	\$83,806	\$300	N/A	\$0	http://programinfo.it-tech.edu
BM	\$92,502	\$92,502	\$99,180	\$79,848	\$300	\$0	\$0	http://programinfo.it-tech.edu
PMB	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$500	\$500	http://programinfo.it-tech.edu
BBAT								http://programinfo.it-tech.edu
BATB	\$93,324	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.it-tech.edu
BAT20	N/A	N/A	N/A	\$83,806	\$300	N/A	\$0	http://programinfo.it-tech.edu
BAT20	N/A	N/A	N/A	\$83,806	\$300	\$150	\$325	http://programinfo.it-tech.edu
BCJ	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$150	\$325	http://programinfo.it-tech.edu
BCJ	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$0	\$0	http://programinfo.it-tech.edu
BMG	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$0	\$0	http://programinfo.it-tech.edu
BSN	N/A	N/A	N/A	\$86,497	\$300	N/A	\$0	http://programinfo.it-tech.edu
CCE								http://programinfo.it-tech.edu
CEET	\$47,928	\$47,928	\$51,408	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
CET	\$47,928	N/A	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
FET	\$44,595	\$46,926	\$47,844	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
FET	\$44,595	\$46,926	\$47,844	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
CDD	\$47,928	\$47,928	\$51,408	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
CDD	\$47,928	\$47,928	\$51,408	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
CF	N/A	N/A	N/A	\$41,400	\$300	N/A	\$200	http://programinfo.it-tech.edu
CF	N/A	N/A	N/A	\$41,400	\$300	N/A	\$200	http://programinfo.it-tech.edu
CFT	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$150	\$325	http://programinfo.it-tech.edu
CFT	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$150	\$325	http://programinfo.it-tech.edu
CHI								http://programinfo.it-tech.edu
CJC	\$93,324	N/A	N/A	\$83,806	\$300	\$150	\$325	http://programinfo.it-tech.edu
CJC	\$93,324	N/A	N/A	\$83,806	\$300	\$150	\$325	http://programinfo.it-tech.edu
ISC	\$92,502	\$92,502	\$99,180	\$79,848	\$300	\$500	\$500	http://programinfo.it-tech.edu
ISC	\$92,502	\$92,502	\$99,180	\$79,848	\$300	\$500	\$500	http://programinfo.it-tech.edu
ISS	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$500	\$500	http://programinfo.it-tech.edu
ISS	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$500	\$500	http://programinfo.it-tech.edu
CM	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$500	\$500	http://programinfo.it-tech.edu
CM	\$93,324	\$93,324	\$100,056	\$83,806	\$300	\$500	\$500	http://programinfo.it-tech.edu
CNS	\$47,928	\$47,928	\$51,408	N/A	\$300	\$0	N/A	http://programinfo.it-tech.edu
CNS	\$47,928	\$47,928	\$51,408	N/A	\$300	\$0	N/A	http://programinfo.it-tech.edu
CT	N/A	N/A	N/A	\$41,400	\$300	N/A	\$0	http://programinfo.it-tech.edu
CT	N/A	N/A	N/A	\$41,400	\$300	N/A	\$0	http://programinfo.it-tech.edu
DCST	\$93,324	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.it-tech.edu
DCST	\$93,324	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.it-tech.edu
DDT	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$500	\$500	http://programinfo.it-tech.edu
DDT	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$500	\$500	http://programinfo.it-tech.edu
DRGD	\$93,324	\$93,324	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
DRGD	\$93,324	\$93,324	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
ECET	\$93,324	\$93,324	\$100,056	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
ECET	\$93,324	\$93,324	\$100,056	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
FECT	\$92,502	\$92,502	\$99,180	N/A	\$300	\$100	\$100	http://programinfo.it-tech.edu
FECT	\$92,502	\$92,502	\$99,180	N/A	\$300	\$100	\$100	http://programinfo.it-tech.edu
GCD	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$500	N/A	http://programinfo.it-tech.edu
GCD	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$500	N/A	http://programinfo.it-tech.edu
GD	\$93,324	N/A	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
GD	\$93,324	N/A	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
HIT	\$47,928	N/A	\$51,408	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
HIT	\$47,928	N/A	\$51,408	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
IAET	\$93,324	N/A	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
IAET	\$93,324	N/A	N/A	N/A	\$300	\$500	N/A	http://programinfo.it-tech.edu
ISA	N/A	N/A	N/A	\$41,400	\$300	N/A	\$0	http://programinfo.it-tech.edu
ISA	N/A	N/A	N/A	\$41,400	\$300	N/A	\$0	http://programinfo.it-tech.edu
MBA14	N/A	N/A	N/A	\$26,168	\$300	N/A	\$0	http://programinfo.it-tech.edu

MCT	\$44,595	\$46,926	\$47,844	N/A	\$300	\$500	N/A	http://programinfo.itt-tech.edu
NSA	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$0	\$0	http://programinfo.itt-tech.edu
NUR								
NUR24	\$54,637	N/A	\$58,068	N/A	\$300	\$655	N/A	http://programinfo.itt-tech.edu
NUR21	\$51,897	N/A	N/A	N/A	\$300	\$655	N/A	http://programinfo.itt-tech.edu
PLS								
P	\$44,595	\$46,926	\$47,844	\$38,529	\$300	\$0	\$0	http://programinfo.itt-tech.edu
PS	\$47,928	\$47,928	N/A	\$41,400	\$300	\$0	\$0	http://programinfo.itt-tech.edu
PMA	\$92,502	\$92,502	\$99,180	\$79,848	\$300	\$500	\$500	http://programinfo.itt-tech.edu
SAID	\$93,324	\$93,324	N/A	N/A	\$300	\$0	N/A	http://programinfo.itt-tech.edu
SAP	\$47,928	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.itt-tech.edu
SDT	\$47,928	\$47,928	N/A	N/A	\$300	\$0	N/A	http://programinfo.itt-tech.edu
SLT	\$93,324	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.itt-tech.edu
TPM	\$93,324	\$93,324	N/A	\$83,806	\$300	\$0	\$0	http://programinfo.itt-tech.edu
VC	\$47,928	\$47,928	\$51,408	N/A	\$300	\$100	N/A	http://programinfo.itt-tech.edu
WEB								
ITM	\$47,928	\$47,928	N/A	N/A	\$300	\$0	N/A	http://programinfo.itt-tech.edu
ITW	\$47,928	N/A	N/A	N/A	\$300	\$0	N/A	http://programinfo.itt-tech.edu
WJD	N/A	N/A	N/A	\$41,400	\$300	N/A	\$600	http://programinfo.itt-tech.edu
WJDT	N/A	N/A	N/A	\$38,529	\$300	N/A	\$600	http://programinfo.itt-tech.edu

4. **Placement Rate** – The placement rate for students who completed a program of study at ITT Technical Institute between July 1, 2010 and June 30, 2011 (“Placement Year”) is as follows:

Program of Study	Placement Rate
AB	85.00%
AJA	87.72%
ACCTG	N/R/R
ACJ	55.73%
BBA	67.99%
BBAT	93.33%
BCJ	51.80%
BMG	N/R/R
BSN	N/R/R
CCF	78.74%
CDD	63.43%
CF	70.59%
CFT	N/R/R
CU	78.68%
CM	72.53%
CNS	74.77%
CT	80.00%
DCST	85.06%
DDT	N/R/R
DEGD	40.91%
ECET	81.61%
LECT	N/R/R
GCD	N/R/R
GD	28.57%
HIT	52.17%
IAFT	84.00%
ISA	49.09%
MBA14	82.43%

MCT	N/R/R
NSA	N/R/R
NUR	70.90%
PLS	50.00%
PMA	N/R/R
SAD	72.22%
SAP	68.27%
SDT	73.33%
SET	91.38%
TPM	66.67%
VC	41.83%
WEB	41.28%

The placement rate is calculated based on the methodology required by the Accrediting Council for Independent Colleges and Schools, which is ITT Technical Institute's accrediting agency. To calculate the placement rate, the total number of students who completed the program of study within the Placement Year and obtained employment by September 15th following the end of the Placement Year in a position that requires a direct or indirect use of skills taught in the program of study is divided by the total number of students who completed the program of study within the Placement Year, less those students who were unavailable for placement. Employment includes positions obtained prior to enrolling in the program of study, while enrolled in the program of study or after completing the program of study. Completers of the program of study who were unavailable for placement include those students who:

- were pregnant, died or suffered other health-related conditions that prevented them from working;
- continued their education;
- were engaged in active U.S. military service;
- moved out of the United States with a spouse or parent who was engaged in active military service; and
- possessed visas that did not permit them to work in the United States following completion.

The employment obtained by the students who completed the program is based on information reported to ITT Technical Institute by the students or their employers.

5. **Median Loan Debt** – The median loan debt incurred by students who completed the program of study during the Award Year includes the median amount of the Title IV Program loans and private education loans that ITT Technical Institute knows that those students received and the median amount that those students were obligated to repay under institutional financing plans upon completing the program of study, as follows:

Program of Study	Median Loan Debt From		
	Title IV Program Loans	Private Education Loans	Institutional Financing Plans
AB	\$25,737	\$0	\$0
ABA	\$28,099	\$1,241	\$0
ACCTG	N/G	N/G	N/G
ACJ	\$27,912	\$2,542	\$0
BBA	\$43,581	\$6,007	\$0
BBAT	\$26,135	\$0	\$0
BCJ	\$47,946	\$8,531	\$0
BMG	N/G	N/G	N/G
BSN	N/G	N/G	N/G
CCE	\$27,938	\$2,055	\$0
CDD	\$27,874	\$2,766	\$0
CF	\$27,695	\$717	\$0
CFT	N/G	N/G	N/G
CIT	\$43,516	\$7,639	\$0

CM	\$46,783	\$7,488	\$0
CNS	\$26,870	\$2,308	\$0
CT	\$28,099	\$0	\$0
DCST	\$47,157	\$8,700	\$0
DDT	N/G	N/G	N/G
DEGD	\$42,980	\$9,134	\$0
ECET	\$43,175	\$7,823	\$0
EECT	N/G	N/G	N/G
GCD	N/G	N/G	N/G
GD	\$51,276	\$25,806	\$0
HIT	\$28,035	\$1,655	\$0
IAET	\$52,115	\$9,792	\$0
ISA	\$27,931	\$0	\$0
MBA14	\$26,276	\$0	\$0
MCT	N/G	N/G	N/G
NSA	N/G	N/G	N/G
NUR	\$28,806	\$838	\$0
PLS	\$28,038	\$2,684	\$0
PMA	N/G	N/G	N/G
SAD	\$48,954	\$11,536	\$0
SAP	\$28,038	\$2,462	\$0
SDT	\$27,336	\$2,206	\$0
SET	\$51,603	\$10,753	\$626
TPM	\$43,786	\$14,360	\$134
VC	\$26,826	\$2,644	\$0
WEB	\$27,365	\$1,294	\$0

- (1) For the purpose of disclosing the program of study information contained herein, the U.S. Department of Education's Dear Colleague Letter GEN-11-10 requires all programs of study that have the same six digit Classification of Institutional Program code and credential level to be combined and reported as one program.

Not all associate's degree programs of study are offered at all ITT Technical Institute locations. Not all ITT Technical Institute locations offer bachelor's degree programs of study and not all bachelor's degree programs of study are offered at all ITT Technical Institute locations that offer bachelor's degree programs. The master's degree program in business administration is an online program of study. Please refer to the Curricula section of the school catalog of the particular ITT Technical Institute location for a complete listing of the programs of study offered at that ITT Technical Institute location and the method of delivery for each of those programs (i.e., taught in residence at the ITT Technical Institute location, online over the Internet as a distance education program or partially in residence and partially online).

All online programs of study are offered through the ITT Technical Institute location at 9511 Angola Court, Indianapolis, IN 46268 (IN AC-0148 OH Reg. No 01-12-1614T).

The associate's and bachelor's degree programs of study in criminal justice may not qualify a graduate for a career in law enforcement involving employment as a police officer or agent by many federal, state, county, local or municipal authorities. An applicant must contact the applicable governmental authority prior to beginning a criminal justice program of study to determine if there are any specific requirements and/or qualifications that a candidate must satisfy to be eligible for employment as a police officer or agent by that authority. Those requirements and/or qualifications may include, among other things, that a candidate must: (a) successfully complete an academy or other specialized training; (b) be younger than a certain age; (c) pass a physical, mental and/or personality examination; (d) pass a background check; (e) not have a criminal record; (f) be a graduate from an institution that is regionally accredited (as opposed to nationally accredited, such as ITT Technical Institute); (g) complete a certain number of credit hours or a certain type of degree program at an accredited postsecondary educational institution; (h) have served a certain number of years in the military; (i) have a certain number of years of prior law enforcement experience; (j) be a U.S. citizen and/or a resident of the governmental authority's jurisdiction; (k) have earned a bachelor or graduate degree in certain areas of study; and/or (l) have a valid driver's license.

(2) The following table sets forth the Normal Time for each program of study.

Program of Study	Normal Time (Consecutive Academic Quarters)
AB	
ACCT	7
ABAT	8
ABA	8
ACCTG	14
ACJ	8
BBA	
BA	15
BA2O	15
BA5O	15
BM	14
PMB	15
BBAT	
BATB	15
BAT2O	15
BCJ	15
BMG	7
BSN	15
CCE	
CEET	8
CET	8
EET	7
CDD	8
CF	8
CFT	7
CII	
CJC	15
ISC	14
ISS	15
CM	15
CNS	8
CT	8
DCST	15
DDT	7
DEGD	15
ECET	15
EECT	14
GCD	7
GD	15
HIT	8
LAFT	15
ISA	8
MBA14	7
MCT	7
NSA	7
NUR	
NUR24	9
NUR21	8
PIS	

P	7
PS	8
PMA	14
SAD	15
SAP	8
SDT	8
SET	15
TPM	15
VC	8
WEB	
ITM	8
ITW	8
WD	8
WDT	7

(3) This is an estimate of the total tuition that will be charged for a student to complete the program of study within the Normal Time of that program of study. This assumes that the student will:

- begin the program of study in the Fall academic quarter in 2012;
- take a full-time course load each academic quarter until the student graduates from the program of study, unless the number of credits required to graduate from the program in the student's last academic quarter of attendance is less than a full-time course load, in which case the student is assumed to take all of the courses containing all of the remaining credits required to graduate during that last academic quarter;
- not transfer in, or test out of, any credits;
- successfully complete each course in the program of study and make satisfactory academic progress through graduation from the program of study; and
- take only those courses required to graduate from the program of study and not repeat, withdraw from or fail any of those courses.

The ITT Technical Institute may, at any time in its discretion, revise the curriculum content of the program of study or any course in the program of study and change the number of credit hours in the program of study or in any course in the program of study. The tuition for each program course that a student is registered to take from the ITT Technical Institute is determined by multiplying the tuition per credit hour by the number of credit hours in the program course. The tuition for each academic quarter in which a student is enrolled in a program of study offered by ITT Technical Institute is determined by multiplying the tuition per credit hour by the total number of credit hours in all of the program courses that the student is registered to take during the academic quarter. The tuition for the entire program of study in which a student is enrolled is determined by multiplying the tuition per credit hour by the total number of credit hours in all of the courses in that program of study. The tuition for all of the credit hours in all of the program courses that a student is registered to take from ITT Technical Institute during an academic quarter is due and payable by the student to ITT Technical Institute on the first day of that quarter. The ITT Technical Institute at most locations may, at any time and from time to time in its discretion, increase the tuition per credit hour charged to students for courses in any program of study offered by ITT Technical Institute by publishing the higher tuition per credit hour in the school catalog at least 60 days before the effective date of the increase. Please refer to the Tuition, Fees and Tools section of the school catalog of the particular ITT Technical Institute location for information regarding adjustments to the tuition per credit hour at that ITT Technical Institute location. A student will be obligated to pay ITT Technical Institute the higher tuition per credit hour with respect to any program course that (a) the student is registered to take from ITT Technical Institute and (b) begins after the effective date of the increase. Students should expect the school to increase, at least once during any calendar year, the tuition per credit hour charged for program courses offered by ITT Technical Institute. The estimated tuition assumes that a student will begin the program of study in the Fall academic quarter in 2012 and will take three courses in each of the:

- first through sixth academic quarters at the tuition per credit hour of \$493 for in residence programs and \$426 for online undergraduate programs and \$464 for online graduate programs;
- seventh through tenth academic quarters at the estimated tuition per credit hour of \$518 for in residence programs and \$447 for online undergraduate programs and \$487 for online graduate

- programs;
- eleventh through fourteenth academic quarters at the estimated tuition per credit hour of \$544 for in residence programs and \$469 for online undergraduate programs; and
- fifteenth academic quarter at the estimated tuition per credit hour of \$571 for in residence programs and \$492 for online undergraduate programs.

- (4) This is an estimate of the total fees that will be charged for a student to complete the program of study within the Normal Time of the program of study at most ITT Technical Institute locations. This assumes that the student does not withdraw from his or her program of study. The fees charged in each program as of July 1, 2012, at each ITT Technical Institute location are set forth in the following table:

Credential Level and Location	Type of Fee			Total
	Academic Fee	Administrative Fee	Student Tuition Recovery Fund ⁽⁵⁾	
Associate's Degree Programs				
All Locations, Except Those in CA, GA and OH	\$200.00	\$100.00	\$ 0.00	\$300.00
California Locations	\$200.00	\$100.00	\$115.00	\$415.00
Georgia Locations	\$300.00	\$ 0.00	\$ 0.00	\$300.00
Ohio Locations	\$200.00	\$ 0.00	\$ 0.00	\$200.00
Bachelor's Degree Programs				
All Locations, Except Those in CA, GA and OH	\$200.00	\$100.00	\$ 0.00	\$300.00
California Locations	\$200.00	\$100.00	\$232.50	\$532.50
Georgia Locations	\$300.00	\$ 0.00	\$ 0.00	\$300.00
Ohio Locations	\$200.00	\$ 0.00	\$ 0.00	\$200.00
Master's Degree Programs				
All Locations	\$200.00	\$100.00	\$ 0.00	\$300.00

The Academic Fee is due and payable by the student to ITT Technical Institute on the student's first day of recorded attendance in any program course following the student's enrollment in a program of study offered by ITT Technical Institute. The Administrative Fee is due and payable by the student to ITT Technical Institute immediately upon the termination of the student's enrollment in the program of study.

- (5) A STRF Fee is assessed against each student attending an ITT Technical Institute location in California each academic quarter, based on (a) the amount of tuition and any other fees charged to the student in that academic quarter and (b) the cost of any tools that the student purchases from ITT Technical Institute for any program course that the student is registered to take in that academic quarter. The amount of the STRF Fee is \$2.50 per \$1,000 of program costs (rounded to the nearest \$1,000) charged to the student in that academic quarter. The estimated amount of the STRF fee for each program is based on the same assumptions that were used to determine the cost of tuition, other fees and tools. The student will pay ITT Technical Institute the STRF Fee assessed against the student each quarter on the first day of scheduled instruction in any program course that the student is registered to take in that academic quarter.
- (6) This is an estimate of the cost, as of July 1, 2012, of the tools required for the program of study, if purchased from ITT Technical Institute. The actual use of, and instruction regarding, the tools in any program course may vary depending on the program course and any changes thereto, the faculty member teaching the program course and the student's progress in the program course. This amount assumes that the courses that the student chooses to take to satisfy any unspecified core course requirements in the program of study do not require the purchase of any tools for use in those courses. The estimated cost of those tools is subject to change by ITT Technical Institute at any time. No student is obligated to purchase any tools from ITT

Technical Institute. Any tools that a student purchases from ITT Technical Institute are unreturnable and the cost is nonrefundable, except as expressly specified in the Return of Tools section in the particular school catalog of the ITT Technical Institute location attended by the student. The cost of any tools that a student purchases from ITT Technical Institute is due and payable by the student to ITT Technical Institute upon the student's receipt of those tools.

N/A means not applicable.

N/G means there were no graduates of the program during the Award Year.

N/R/R means the Normal Time for the program of study had not expired during the Award Year, so there is no reportable rate.

LIST OF ADDITIONAL LOCATIONS

- (1) 6270 Park South Drive, Bessemer, AL 35022
- (2) 9238 Madison Boulevard, Suite 500, Madison, AL 35758
- (3) 3100 Cottage Hill Road, Building 3, Mobile, AL 36606
- (4) 12200 Westhaven Drive, Little Rock, AR 72211
- (5) 10220 North 25th Avenue, Suite 100, Phoenix, AZ 85021
- (6) 1840 North 95th Avenue, Suite 132, Phoenix, AZ 85037
- (7) 5005 S. Wendler Drive, Tempe, AZ 85282
- (8) 1455 West River Road, Tucson, AZ 85704
- (9) 362 N. Clovis Avenue, Clovis, CA 93612
- (10) 1140 Galaxy Way, Suite 400, Concord, CA 94520
- (11) 4160 Temescal Canyon Road, Suite 100, Corona, CA 92883
- (12) 6101 West Centinela Avenue, Suite 180, Culver City, CA 90230
- (13) 16916 S. Hartan Road, Lathrop, CA 95330
- (14) 401 Mile of Cars Way, Suite 100, National City, CA 91950
- (15) 7901 Oakport Street, Suite 3000, Oakland, CA 94621
- (16) 4000 West Metropolitan Drive, Suite 100, Orange, CA 92868
- (17) 2051 Solar Drive, Suite 150, Oxnard, CA 93036
- (18) 10863 Gold Center Drive, Rancho Cordova, CA 95670
- (19) 670 East Carnegie Drive, San Bernardino, CA 92408
- (20) 650 West Cienega Avenue, San Dimas, CA 91773
- (21) 650 West Cienega Avenue, Suite 100, San Dimas, CA 91773
- (22) 12669 Encinitas Avenue, Sylmar, CA 91342
- (23) 2555 W. 190th Street, Suite 125, Torrance, CA 90504
- (24) 440 South Melrose Drive, Suite 100, Vista, CA 92081
- (25) 12500 East Iliff Avenue, Suite 100, Aurora, CO 80014
- (26) 8620 Wolff Court, Suite 100, Westminster, CO 80031
- (27) 8039 Cooper Creek Blvd., Bradenton, FL 34201
- (28) 700 W. Hillsboro Blvd., Suite 100 Building 1, Deerfield Beach, FL 33441
- (29) 3401 S. University Drive, Fort Lauderdale, FL 33328
- (30) 13500 Powers Court, Suite 100, Fort Myers, FL 33912
- (31) 7011 A.C. Skinner Parkway, Suite 140, Jacksonville, FL 32256
- (32) 1400 South International Parkway, Lake Mary, FL 32746
- (33) 7955 N.W. 12th Street, Suite 119, Miami, FL 33126
- (34) 8301 Southpark Circle, Suite 100, Orlando, FL 32819
- (35) 6913 North 9th Avenue, Pensacola, FL 32504
- (36) 877 Executive Center Drive W, Suite 100, St. Petersburg, FL 33702
- (37) 2639 North Monroe Street, Building A, Suite 100, Tallahassee, FL 32303
- (38) 4809 Memorial Highway, Tampa, FL 33634
- (39) 1756 N. Congress Avenue, West Palm Beach, FL 33409
- (40) 485 Oak Place, Suite 800, Atlanta, GA 30349
- (41) 5905 Stewart Parkway, Douglasville, GA 30135
- (42) 10700 Abbotts Bridge Road, Suite 190, Duluth, GA 30097
- (43) 2065 ITT Tech Way N.W., Kennesaw, GA 30144
- (44) 3735 Queen Court, S.W., Cedar Rapids, IA 52404
- (45) 1860 NW 118th Street, Suite 110, Clive, IA 50325
- (46) 12302 W. Explorer Drive, Boise, ID 83713
- (47) 1401 Feshanville Drive, Mount Prospect, IL 60056
- (48) 800 Jorie Blvd, Suite 100, Oak Brook, IL 60523

- (49) 11551 184th Place, Orland Park, IL 60467
- (50) 2501 Wabash Avenue, Springfield, IL 62704
- (51) 2810 Dupont Commerce Court, Fort Wayne, IN 46825
- (52) 8488 Georgia Street, Merrillville, IN 46410
- (53) 10999 Stahl Road, Newburgh, IN 47630
- (54) 2525 N. Shadeland Ave, Suite 103, Indianapolis, IN 46219
- (55) 17390 Dugdale Drive, Suite 100, South Bend, IN 46635
- (56) 7600 West 119th St., Suite 100, Overland Park, KS 66213
- (57) 8111 E. 32nd Street North, Suite 103, Wichita, KS 67226
- (58) 2473 Fortune Drive, Suite 180, Lexington, KY 40509
- (59) 9500 Ormsby Station Road, Suite 100, Louisville, KY 40223
- (60) 14111 Airline Highway, Suite 101, Baton Rouge, LA 70817
- (61) 140 James Drive East, St. Rose, LA 70087
- (62) 333 Providence Highway, Route 1, Norwood, MA 02062
- (63) 200 Ballardvale Street, Building 1, Suite 200, Wilmington, MA 01887
- (64) 7030 Dorsey Road, Suite 100, Hanover, MD 21076
- (65) 11301 Red Run Boulevard, Owings Mills, MD 21117
- (66) 1905 S. Haggerty Road, Canton, MI 48188
- (67) 22500 Metropolitan Parkway, Suite L100, Clinton Township, MI 48035
- (68) 19855 West Outer Drive, Suite L10W, Dearborn, MI 48124
- (69) 3518 Plainfield Avenue NE, Grand Rapids, MI 49525
- (70) 26700 Lahser Road, Suite 100, Southfield, MI 48033
- (71) 6359 Miller Road, Swartz Creek, MI 48473
- (72) 1522 E. Big Beaver Road, Troy, MI 48083
- (73) 1980 Metro Court S.W., Wyoming, MI 49519
- (74) 6120 Earle Brown Drive, Suite 100, Brooklyn Center, MN 55430
- (75) 8911 Columbine Road, Eden Prairie, MN 55347
- (76) 2042 Wooddale Drive, Woodbury, MN 55125
- (77) 1930 Meyer Drury Drive, Arnold, MO 63010
- (78) 3640 Corporate Trail Drive, Earth City, MO 63045
- (79) 9150 E. 41st Terrace, Kansas City, MO 64133
- (80) 3216 S. National Avenue, Springfield, MO 65807
- (81) 382 Galleria Parkway, Suite 100, Madison, MS 39110
- (82) 5520 Dillard Drive, Suite 100, Cary, NC 27518
- (83) 4135 Southstream Boulevard, Suite 200, Charlotte, NC 28217
- (84) 10926 David Taylor Drive, Suite 100, Charlotte, NC 28262
- (85) 3518 Westgate Drive, Suite 150, Durham, NC 27707
- (86) 4050 Piedmont Parkway, Suite 110, High Point, NC 27265
- (87) 1120 North 103rd Plaza, Suite 200, Omaha, NE 68114
- (88) 9000 Lincoln Drive East, Suite 100, Marlton, NJ 08053
- (89) 5100 Masthead Street, N.E., Albuquerque, NM 87109
- (90) 168 N. Gibson Road, Henderson, NV 89014
- (91) 3825 W. Cheyenne Avenue, Suite 600, North Las Vegas, NV 89032
- (92) 13 Airline Drive, Albany, NY 12205
- (93) 2295 Millersport Highway, P.O. Box 327, Getzville, NY 14068
- (94) 235 Greenfield Parkway, Liverpool, NY 13088
- (95) 3428 W. Market Drive, Akron, OH 44333
- (96) 4717 Hilton Corporate Drive, Columbus, OH 43232
- (97) 3325 Stop Eight Road, Dayton, OH 45414
- (98) 3781 Park Mill Run Drive, Suite 1, Hilliard, OH 43026
- (99) 1656 Henthorne Boulevard, Suite B, Maumee, OH 43537

- (100) 4750 Wesley Avenue, Norwood, OH 45212
- (101) 14955 Sprague Road, Strongsville, OH 44136
- (102) 24865 Emery Road, Warrensville Heights, OH 44128
- (103) 7116 Office Park Drive, West Chester, OH 45069
- (104) 1030 N. Meridian Road, Youngstown, OH 44509
- (105) 50 Penn Place Office Tower, 1900 NW Expressway, Suite 305 R, Oklahoma City, OK 73118
- (106) 4500 S. 129th East Avenue, Suite 152, Tulsa, OK 74134-5891
- (107) 9500 N.E. Cascades Parkway, Portland, OR 97220
- (108) 4825 Commercial Street SE, Suite 100, Salem, OR 97302
- (109) 1000 Meade Street, Suite 210, Dunmore, PA 18512
- (110) 449 Eisenhower Boulevard, Suite 100, Harrisburg, PA 17111
- (111) 220 West Germantown Pike, Suite 100, Plymouth Meeting, PA 19462
- (112) 311 Veterans Highway, Levittown, PA 19056
- (113) 105 South 7th Street, Suite 100, Philadelphia, PA 19106
- (114) 10 Parkway Center, Pittsburgh, PA 15220
- (115) 100 Pittsburgh Mills Circle, Tarentum, PA 15084
- (116) 1628 Browning Road, Suite 180, Columbia, SC 29210
- (117) Six Independence Pointe, Greenville, SC 29615
- (118) 9654 N. Kings Highway, Suite 101, Myrtle Beach, SC 29572
- (119) 2431 W Aviation Avenue, North Charleston, SC 29406
- (120) 5600 Brainerd Road, Suite G-1, Chattanooga, TN 37411
- (121) 7260 Goodlett Farms Parkway, Cordova, TN 38016
- (122) 4721 Lake Park Drive, Suite 100, Johnson City, TN 37615
- (123) 9123 Executive Park Drive, Knoxville, TN 37923
- (124) 2845 Elm Hill Pike, Nashville, TN 37214-3717
- (125) 551 Ryan Plaza Drive, Arlington, TX 76011
- (126) 6330 Highway 290 East, Austin, TX 78723
- (127) 921 W Belt Line Road, Suite 181, DeSoto, TX 75115
- (128) 15651 North Freeway, Houston, TX 77090
- (129) 2950 S. Gessner, Houston, TX 77063
- (130) 2101 Waterview Parkway, Richardson, TX 75080
- (131) 2895 NE Loop 410, San Antonio, Texas 78218
- (132) 5700 Northwest Parkway, San Antonio, TX 78249
- (133) 3700 S. Jack Kultgen Expressway, Suite 100, Waco, TX 76706
- (134) 1001 Magnolia Avenue, Webster, TX 77598
- (135) 920 W. Levoy Drive, Murray, UT 84123
- (136) 14420 Albemarle Point Place, Suite 100, Chantilly, VA 20151
- (137) 5425 Robin Hood Road, Suite 100, Norfolk, VA 23513
- (138) 300 Gateway Centre Parkway, Richmond, VA 23235
- (139) 2159 Apperson Drive, Salem, VA 24153
- (140) 7300 Boston Boulevard, Springfield, VA 22153
- (141) W177 N9886 Rivercrest Dr., Suite 200, Germantown, WI 53022
- (142) 470 Security Boulevard, Green Bay, WI 54313
- (143) 6300 West Layton Avenue, Greenfield, WI 53220
- (144) 2450 Rimrock Road, Suite 100, Madison, WI 53713
- (145) 5183 U.S. Route 60, Building 1, Suite 40, Huntington, WV 25705

APPENDIX

COMPLETION AND RETENTION RATE DISCLOSURE

ITT TECHNICAL INSTITUTE

Main Campus: 9511 Angola Court, Indianapolis, IN 46268

Additional Location(s): Refer to the list of additional locations at the end of this document.

Completion Rate:

The entire institution (i.e., a combination of the ITT Technical Institute main campus and all of its additional locations as specified above) has a completion rate of 36.44 %, as determined in accordance with 34 CFR Section 668.45 (the "Completion Rate").

The diversity of the student body of the institution represented in the Completion Rate is as follows:

- (a) Gender:
 - (i) 75.71 % Male
 - (ii) 21.06 % Female
- (b) Racial and Ethnic Subgroup:
 - (i) N/A % Nonresident Alien
 - (ii) 11.98 % Race and Ethnicity Unknown
 - (iii) 15.64 % Hispanics of Any Race
 - (iv) 1.26 % American Indian or Alaska Native (non-Hispanic)
 - (v) 2.51 % Asian (non-Hispanic)
 - (vi) 18.54 % Black or African American (non-Hispanic)
 - (vii) 0.00 % Native Hawaiian or Other Pacific Islander (non-Hispanic)
 - (viii) 50.06 % White (non-Hispanic)
 - (ix) 0.00 % Two or More Races (non-Hispanic)
- (c) 64.78 % received a Federal Pell Grant ("FPG") for the Fall quarter of 2006
- (d) 30.57 % received a loan under the Federal Family Education Loan (the "FFEL") Program or the Federal Direct Loan (the "FDL") Program, other than an Unsubsidized Stafford Loan under either program, and did not receive a FPG for the Fall quarter of 2006
- (e) 4.65 % received neither a FPG nor a loan under either the FFEL Program or FDL Program for the Fall quarter of 2006, other than an Unsubsidized Stafford Loan under either program

The completion rate represents the percentage of the total number of Full-Time Students (as defined below) who (a) started any program of study in the Fall quarter of 2006 at the main campus or any additional location of the institution, (b) were still attending a program of study at the main campus or any additional location of the institution on October 15, 2006 and (c) completed a program by the end of the 12-month period ending August 31 during which 150% of the normal time for completion of their program has lapsed (the "150% Completion Period").

Retention Rate:

The entire institution has a retention rate of 37.16 % for Full-Time Students and 25.23 % for Part-Time Students (as defined below) as determined in accordance with the following formula (the "Retention Rate").

The retention rate represents a measure of the rate at which Full-Time Students or Part-Time Students persist in their programs of study at the institution expressed as a percentage of the total number of Full-Time Students or Part-Time Students who (a) started any bachelor degree program of study in the Fall quarter of 2011 at the main campus or any additional location of the institution and (b) were still attending a program of study at the main campus or any additional location of the institution on both October 15, 2011 and October 15, 2012 (the "Retention Period").

Definitions:

"Students" are defined as only those students who satisfy all of the following criteria:

- (a) certificate, diploma or degree seeking;
- (b) undergraduate;
- (c) first-time (i.e., entering students who have never previously attended any institution of higher education); and
- (d) do not during the 150% Completion Period for purposes of the Completion Rate or during the Retention Period for purposes of the Retention Rate:
 - (i) leave school to serve in the Armed Forces;
 - (ii) leave school to serve on an official church mission;
 - (iii) leave school to serve with a foreign aid service of the U.S. Government;
 - (iv) die; or
 - (v) become totally and permanently disabled.

"Full-Time Students" are defined as Students who carry a full-time academic workload during an academic quarter, as determined by the institution under a standard applicable to all Students and which is at least 12 quarter credit hours.

"Part-Time Students" are defined as Students who carry a part-time academic workload during an academic quarter, as determined by the institution under a standard applicable to all Students and which is less than 12 quarter credit hours.

LIST OF ADDITIONAL LOCATIONS

- (1) 6270 Park South Drive, Bessemer, AL 35022
- (2) 9238 Madison Boulevard, Suite 500, Madison, AL 35758
- (3) 3100 Cottage Hill Road, Building 3, Mobile, AL 36606
- (4) 12200 Westhaven Drive, Little Rock, AR 72211
- (5) 10220 North 25th Avenue, Suite 100, Phoenix, AZ 85021
- (6) 1840 North 95th Avenue, Suite 132, Phoenix, AZ 85037
- (7) 5005 S. Wendler Drive, Tempe, AZ 85282
- (8) 1455 West River Road, Tucson, AZ 85704
- (9) 362 N. Clovis Avenue, Clovis, CA 93612
- (10) 1140 Galaxy Way, Suite 400, Concord, CA 94520
- (11) 4160 Temescal Canyon Road, Suite 100, Corona, CA 92883
- (12) 6101 West Centinela Avenue, Suite 180, Culver City, CA 90230
- (13) 16916 S. Harlan Road, Lathrop, CA 95330
- (14) 401 Mile of Cars Way, Suite 100, National City, CA 91950
- (15) 7901 Oakport Street, Suite 3000, Oakland, CA 94621
- (16) 4000 West Metropolitan Drive, Suite 100, Orange, CA 92868
- (17) 2051 Solar Drive, Suite 150, Oxnard, CA 93036
- (18) 10863 Gold Center Drive, Rancho Cordova, CA 95670
- (19) 670 East Carnegie Drive, San Bernardino, CA 92408
- (20) 650 West Cienega Avenue, San Dimas, CA 91773
- (21) 650 West Cienega Avenue, Suite 100, San Dimas, CA 91773
- (22) 12669 Encinitas Avenue, Sylmar, CA 91342
- (23) 2555 W. 190th Street, Suite 125, Torrance, CA 90504
- (24) 440 South Melrose Drive, Suite 100, Vista, CA 92081
- (25) 12500 East Iliff Avenue, Suite 100, Aurora, CO 80014
- (26) 8620 Wolff Court, Suite 100, Westminster, CO 80031
- (27) 8039 Cooper Creek Blvd., Bradenton, FL 34201
- (28) 700 W. Hillsboro Blvd., Suite 100 Building 1, Deerfield Beach, FL 33441
- (29) 3401 S. University Drive, Fort Lauderdale, FL 33328
- (30) 13500 Powers Court, Suite 100, Fort Myers, FL 33912
- (31) 7011 A.C. Skinner Parkway, Suite 140, Jacksonville, FL 32256
- (32) 1400 South International Parkway, Lake Mary, FL 32746
- (33) 7955 N.W. 12th Street, Suite 119, Miami, FL 33126
- (34) 8301 Southpark Circle, Suite 100, Orlando, FL 32819
- (35) 6913 North 9th Avenue, Pensacola, FL 32504
- (36) 877 Executive Center Drive W, Suite 100, St. Petersburg, FL 33702
- (37) 2639 North Monroe Street, Building A, Suite 100, Tallahassee, FL 32303
- (38) 4809 Memorial Highway, Tampa, FL 33634
- (39) 1756 N. Congress Avenue, West Palm Beach, FL 33409
- (40) 485 Oak Place, Suite 800, Atlanta, GA 30349
- (41) 5905 Stewart Parkway, Douglasville, GA 30135
- (42) 10700 Abbotts Bridge Road, Suite 190, Duluth, GA 30097
- (43) 2065 ITT Tech Way N.W., Kennesaw, GA 30144
- (44) 3735 Queen Court, S.W., Cedar Rapids, IA 52404
- (45) 1860 NW 118th Street, Suite 110, Clive, IA 50325
- (46) 12302 W. Explorer Drive, Boise, ID 83713
- (47) 1401 Fechanville Drive, Mount Prospect, IL 60056
- (48) 800 Jorie Blvd, Suite 100, Oak Brook, IL 60523

- (49) 11551 184th Place, Orland Park, IL 60467
- (50) 2501 Wabash Avenue, Springfield, IL 62704
- (51) 2810 Dupont Commerce Court, Fort Wayne, IN 46825
- (52) 8488 Georgia Street, Merrillville, IN 46410
- (53) 10999 Stahl Road, Newburgh, IN 47630
- (54) 2525 N. Shadeland Ave, Suite 103, Indianapolis, IN 46219
- (55) 17390 Dugdale Drive, Suite 100, South Bend, IN 46635
- (56) 7600 West 119th St., Suite 100, Overland Park, KS 66213
- (57) 8111 E. 32nd Street North, Suite 103, Wichita, KS 67226
- (58) 2473 Fortune Drive, Suite 180, Lexington, KY 40509
- (59) 9500 Ormsby Station Road, Suite 100, Louisville, KY 40223
- (60) 14111 Airline Highway, Suite 101, Baton Rouge, LA 70817
- (61) 140 James Drive East, St. Rose, LA 70087
- (62) 333 Providence Highway, Route 1, Norwood, MA 02062
- (63) 200 Ballardvale Street, Building 1, Suite 200, Wilmington, MA 01887
- (64) 7030 Dorsey Road, Suite 100, Hanover, MD 21076
- (65) 11301 Red Run Boulevard, Owings Mills, MD 21117
- (66) 1905 S. Haggerty Road, Canton, MI 48188
- (67) 22500 Metropolitan Parkway, Suite 1100, Clinton Township, MI 48035
- (68) 19855 West Outer Drive, Suite 110W, Dearborn, MI 48124
- (69) 3518 Plainfield Avenue NE, Grand Rapids, MI 49525
- (70) 26700 Lahser Road, Suite 100, Southfield, MI 48033
- (71) 6359 Miller Road, Swartz Creek, MI 48473
- (72) 1522 E. Big Beaver Road, Troy, MI 48083
- (73) 1980 Metro Court S.W., Wyoming, MI 49519
- (74) 6120 Earle Brown Drive, Suite 100, Brooklyn Center, MN 55430
- (75) 8911 Columbine Road, Eden Prairie, MN 55347
- (76) 2042 Wooddale Drive, Woodbury, MN 55125
- (77) 1930 Meyer Drury Drive, Arnold, MO 63010
- (78) 3640 Corporate Trail Drive, Earth City, MO 63045
- (79) 9150 E. 41st Terrace, Kansas City, MO 64133
- (80) 3216 S. National Avenue, Springfield, MO 65807
- (81) 382 Galleria Parkway, Suite 100, Madison, MS 39110
- (82) 5520 Dillard Drive, Suite 100, Cary, NC 27518
- (83) 4135 Southstream Boulevard, Suite 200, Charlotte, NC 28217
- (84) 10926 David Taylor Drive, Suite 100, Charlotte, NC 28262
- (85) 3518 Westgate Drive, Suite 150, Durham, NC 27707
- (86) 4050 Piedmont Parkway, Suite 110, High Point, NC 27265
- (87) 1120 North 103rd Plaza, Suite 200, Omaha, NE 68114
- (88) 9000 Lincoln Drive East, Suite 100, Marlton, NJ 08053
- (89) 5100 Masthead Street, N.E., Albuquerque, NM 87109
- (90) 168 N. Gibson Road, Henderson, NV 89014
- (91) 3825 W. Cheyenne Avenue, Suite 600, North Las Vegas, NV 89032
- (92) 13 Airline Drive, Albany, NY 12205
- (93) 2295 Millersport Highway, P.O. Box 327, Getzville, NY 14068
- (94) 235 Greenfield Parkway, Liverpool, NY 13088
- (95) 3428 W. Market Drive, Akron, OH 44333
- (96) 4717 Hilton Corporate Drive, Columbus, OH 43232
- (97) 3325 Stop Eight Road, Dayton, OH 45414
- (98) 3781 Park Mill Run Drive, Suite 1, Hilliard, OH 43026
- (99) 1656 Henthorne Boulevard, Suite B, Maumee, OH 43537

- (100) 4750 Wesley Avenue, Norwood, OH 45212
- (101) 14955 Sprague Road, Strongsville, OH 44136
- (102) 24865 Emery Road, Warrensville Heights, OH 44128
- (103) 7116 Office Park Drive, West Chester, OH 45069
- (104) 1030 N. Meridian Road, Youngstown, OH 44509
- (105) 50 Penn Place Office Tower, 1900 NW Expressway, Suite 305 R, Oklahoma City, OK 73118
- (106) 4500 S. 129th East Avenue, Suite 152, Tulsa, OK 74134-5891
- (107) 9500 N.E. Cascades Parkway, Portland, OR 97220
- (108) 4825 Commercial Street SE, Suite 100, Salem, OR 97302
- (109) 1000 Meade Street, Suite 210, Dunmore, PA 18512
- (110) 449 Eisenhower Boulevard, Suite 100, Harrisburg, PA 17111
- (111) 220 West Germantown Pike, Suite 100, Plymouth Meeting, PA 19462
- (112) 311 Veterans Highway, Levittown, PA 19056
- (113) 105 South 7th Street, Suite 100, Philadelphia, PA 19106
- (114) 10 Parkway Center, Pittsburgh, PA 15220
- (115) 100 Pittsburgh Mills Circle, Tarentum, PA 15084
- (116) 1628 Browning Road, Suite 180, Columbia, SC 29210
- (117) Six Independence Pointe, Greenville, SC 29615
- (118) 9654 N. Kings Highway, Suite 101, Myrtle Beach, SC 29572
- (119) 2431 W Aviation Avenue, North Charleston, SC 29406
- (120) 5600 Brainerd Road, Suite G-I, Chattanooga, TN 37411
- (121) 7260 Goodlett Farms Parkway, Cordova, TN 38016
- (122) 4721 Lake Park Drive, Suite 100, Johnson City, TN 37615
- (123) 9123 Executive Park Drive, Knoxville, TN 37923
- (124) 2845 Elm Hill Pike, Nashville, TN 37214-3717
- (125) 551 Ryan Plaza Drive, Arlington, TX 76011
- (126) 6330 Highway 290 East, Austin, TX 78723
- (127) 921 W Belt Line Road, Suite 181, DeSoto, TX 75115
- (128) 15651 North Freeway, Houston, TX 77090
- (129) 2950 S. Gessner, Houston, TX 77063
- (130) 2101 Waterview Parkway, Richardson, TX 75080
- (131) 2895 NE Loop 410, San Antonio, Texas 78218
- (132) 5700 Northwest Parkway, San Antonio, TX 78249
- (133) 3700 S. Jack Kultgen Expressway, Suite 100, Waco, TX 76706
- (134) 1001 Magnolia Avenue, Webster, TX 77598
- (135) 920 W. Levoy Drive, Murray, UT 84123
- (136) 14420 Albemarle Point Place, Suite 100, Chantilly, VA 20151
- (137) 5425 Robin Hood Road, Suite 100, Norfolk, VA 23513
- (138) 300 Gateway Centre Parkway, Richmond, VA 23235
- (139) 2159 Apperson Drive, Salem, VA 24153
- (140) 7300 Boston Boulevard, Springfield, VA 22153
- (141) W177 N9886 Rivercrest Dr., Suite 200, Germantown, WI 53022
- (142) 470 Security Boulevard, Green Bay, WI 54313
- (143) 6300 West Layton Avenue, Greenfield, WI 53220
- (144) 2450 Rimrock Road, Suite 100, Madison, WI 53713
- (145) 5183 U.S. Route 60, Building 1, Suite 40, Huntington, WV 25705

APPENDIX
STUDENT BODY DIVERSITY
ITT TECHNICAL INSTITUTE

Main Campus: 9511 Angola Court, Indianapolis, IN 46268

Additional Locations: Refer to the list of additional locations at the end of this document.

The student body diversity at the entire institution (i.e., a combination of the ITT Technical Institute main campus and all of its additional locations as specified above) for Students (as defined below) who (a) started any program of study in the Fall quarter of 2012 at the main campus or any additional location of the institution and (b) were still attending a program of study at the main campus or any additional location of the institution on October 15, 2012 was as follows:

69.18% Male

27.39% Female

78.30% Received a Pell Grant

88.89% Were Self-Identified Members of a Major Racial or Ethnic Group

“Students” are defined as only those students who satisfy all of the following criteria:

- (a) full-time (i.e., students who carry a full-time academic workload as determined by the institution under a standard applicable to all students and which is at least 12 quarter credit hours);
- (b) certificate, diploma or degree seeking;
- (c) undergraduate; and
- (d) first-time (i.e., entering students who have never previously attended any institution of higher education).

LIST OF ADDITIONAL LOCATIONS

- (1) 6270 Park South Drive, Bessemer, AL 35022
- (2) 9238 Madison Boulevard, Suite 500, Madison, AL 35758
- (3) 3100 Cottage Hill Road, Building 3, Mobile, AL 36606
- (4) 12200 Westhaven Drive, Little Rock, AR 72211
- (5) 10220 North 25th Avenue, Suite 100, Phoenix, AZ 85021
- (6) 1840 North 95th Avenue, Suite 132, Phoenix, AZ 85037
- (7) 5005 S. Wendler Drive, Tempe, AZ 85282
- (8) 1455 West River Road, Tucson, AZ 85704
- (9) 362 N. Clovis Avenue, Clovis, CA 93612
- (10) 1140 Galaxy Way, Suite 400, Concord, CA 94520
- (11) 4160 Temescal Canyon Road, Suite 100, Corona, CA 92883
- (12) 6101 West Centinela Avenue, Suite 180, Culver City, CA 90230
- (13) 16916 S. Harlan Road, Lathrop, CA 95330
- (14) 401 Mile of Cars Way, Suite 100, National City, CA 91950
- (15) 7901 Oakport Street, Suite 3000, Oakland, CA 94621
- (16) 4000 West Metropolitan Drive, Suite 100, Orange, CA 92868
- (17) 2051 Solar Drive, Suite 150, Oxnard, CA 93036
- (18) 10863 Gold Center Drive, Rancho Cordova, CA 95670
- (19) 670 East Carnegie Drive, San Bernardino, CA 92408
- (20) 650 West Cienega Avenue, San Dimas, CA 91773
- (21) 650 West Cienega Avenue, Suite 100, San Dimas, CA 91773
- (22) 12669 Encinitas Avenue, Sylmar, CA 91342
- (23) 2555 W. 190th Street, Suite 125, Torrance, CA 90504
- (24) 440 South Melrose Drive, Suite 100, Vista, CA 92081
- (25) 12500 East Iliff Avenue, Suite 100, Aurora, CO 80014
- (26) 8620 Wolff Court, Suite 100, Westminster, CO 80031
- (27) 8039 Cooper Creek Blvd., Bradenton, FL 34201
- (28) 700 W. Hillsboro Blvd., Suite 100 Building 1, Deerfield Beach, FL 33441
- (29) 3401 S. University Drive, Fort Lauderdale, FL 33328
- (30) 13500 Powers Court, Suite 100, Fort Myers, FL 33912
- (31) 7011 A.C. Skinner Parkway, Suite 140, Jacksonville, FL 32256
- (32) 1400 South International Parkway, Lake Mary, FL 32746
- (33) 7955 N.W. 12th Street, Suite 119, Miami, FL 33126
- (34) 8301 Southpark Circle, Suite 100, Orlando, FL 32819
- (35) 6913 North 9th Avenue, Pensacola, FL 32504
- (36) 877 Executive Center Drive W, Suite 100, St. Petersburg, FL 33702
- (37) 2639 North Monroe Street, Building A, Suite 100, Tallahassee, FL 32303
- (38) 4809 Memorial Highway, Tampa, FL 33634
- (39) 1756 N. Congress Avenue, West Palm Beach, FL 33409
- (40) 485 Oak Place, Suite 800, Atlanta, GA 30349
- (41) 5905 Stewart Parkway, Douglasville, GA 30135
- (42) 10700 Abbotts Bridge Road, Suite 190, Duluth, GA 30097
- (43) 2065 ITT Tech Way N.W., Kennesaw, GA 30144
- (44) 3735 Queen Court, S.W., Cedar Rapids, IA 52404
- (45) 1860 NW 118th Street, Suite 110, Clive, IA 50325
- (46) 12302 W. Explorer Drive, Boise, ID 83713
- (47) 1401 Fochanville Drive, Mount Prospect, IL 60056
- (48) 800 Jorie Blvd, Suite 100, Oak Brook, IL 60523

- (49) 11551 184th Place, Orland Park, IL 60467
- (50) 2501 Wabash Avenue, Springfield, IL 62704
- (51) 2810 Dupont Commerce Court, Fort Wayne, IN 46825
- (52) 8488 Georgia Street, Merrillville, IN 46410
- (53) 10999 Stahl Road, Newburgh, IN 47630
- (54) 2525 N. Shadeland Ave, Suite 103, Indianapolis, IN 46219
- (55) 17390 Dugdale Drive, Suite 100, South Bend, IN 46635
- (56) 7600 West 119th St., Suite 100, Overland Park, KS 66213
- (57) 8111 E. 32nd Street North, Suite 103, Wichita, KS 67226
- (58) 2473 Fortune Drive, Suite 180, Lexington, KY 40509
- (59) 9500 Ormsby Station Road, Suite 100, Louisville, KY 40223
- (60) 14111 Airline Highway, Suite 101, Baton Rouge, LA 70817
- (61) 140 James Drive East, St. Rose, LA 70087
- (62) 333 Providence Highway, Route 1, Norwood, MA 02062
- (63) 200 Ballardvale Street, Building 1, Suite 200, Wilmington, MA 01887
- (64) 7030 Dorsey Road, Suite 100, Hanover, MD 21076
- (65) 11301 Red Run Boulevard, Owings Mills, MD 21117
- (66) 1905 S. Haggerty Road, Canton, MI 48188
- (67) 22500 Metropolitan Parkway, Suite L100, Clinton Township, MI 48035
- (68) 19855 West Outer Drive, Suite L10W, Dearborn, MI 48124
- (69) 3518 Plainfield Avenue NE, Grand Rapids, MI 49525
- (70) 26700 Lahser Road, Suite 100, Southfield, MI 48033
- (71) 6359 Miller Road, Swartz Creek, MI 48473
- (72) 1522 E. Big Beaver Road, Troy, MI 48083
- (73) 1980 Metro Court S.W., Wyoming, MI 49519
- (74) 6120 Earle Brown Drive, Suite 100, Brooklyn Center, MN 55430
- (75) 8911 Columbine Road, Eden Prairie, MN 55347
- (76) 2042 Wooddale Drive, Woodbury, MN 55125
- (77) 1930 Meyer Drury Drive, Arnold, MO 63010
- (78) 3640 Corporate Trail Drive, Farth City, MO 63045
- (79) 9150 E. 41st Terrace, Kansas City, MO 64133
- (80) 3216 S. National Avenue, Springfield, MO 65807
- (81) 382 Galleria Parkway, Suite 100, Madison, MS 39110
- (82) 5520 Dillard Drive, Suite 100, Cary, NC 27518
- (83) 4135 Southstream Boulevard, Suite 200, Charlotte, NC 28217
- (84) 10926 David Taylor Drive, Suite 100, Charlotte, NC 28262
- (85) 3518 Westgate Drive, Suite 150, Durham, NC 27707
- (86) 4050 Piedmont Parkway, Suite 110, High Point, NC 27265
- (87) 1120 North 103rd Plaza, Suite 200, Omaha, NE 68114
- (88) 9000 Lincoln Drive East, Suite 100, Marlton, NJ 08053
- (89) 5100 Masthead Street, N.E., Albuquerque, NM 87109
- (90) 168 N. Gibson Road, Henderson, NV 89014
- (91) 3825 W. Cheyenne Avenue, Suite 600, North Las Vegas, NV 89032
- (92) 13 Airline Drive, Albany, NY 12205
- (93) 2295 Millersport Highway, P.O. Box 327, Getzville, NY 14068
- (94) 235 Greenfield Parkway, Liverpool, NY 13088
- (95) 3428 W. Market Drive, Akron, OH 44333
- (96) 4717 Hilton Corporate Drive, Columbus, OH 43232
- (97) 3325 Stop Eight Road, Dayton, OH 45414
- (98) 3781 Park Mill Run Drive, Suite 1, Hilliard, OH 43026
- (99) 1656 Henthorne Boulevard, Suite B, Maumee, OH 43537

- (100) 4750 Wesley Avenue, Norwood, OH 45212
- (101) 14955 Sprague Road, Strongsville, OH 44136
- (102) 24865 Emery Road, Warrensville Heights, OH 44128
- (103) 7116 Office Park Drive, West Chester, OH 45069
- (104) 1030 N. Meridian Road, Youngstown, OH 44509
- (105) 50 Penn Place Office Tower, 1900 NW Expressway, Suite 305 R, Oklahoma City, OK 73118
- (106) 4500 S. 129th East Avenue, Suite 152, Tulsa, OK 74134-5891
- (107) 9500 N.E. Cascades Parkway, Portland, OR 97220
- (108) 4825 Commercial Street SE, Suite 100, Salem, OR 97302
- (109) 1000 Meade Street, Suite 210, Dunmore, PA 18512
- (110) 449 Eisenhower Boulevard, Suite 100, Harrisburg, PA 17111
- (111) 220 West Germantown Pike, Suite 100, Plymouth Meeting, PA 19462
- (112) 311 Veterans Highway, Levittown, PA 19056
- (113) 105 South 7th Street, Suite 100, Philadelphia, PA 19106
- (114) 10 Parkway Center, Pittsburgh, PA 15220
- (115) 100 Pittsburgh Mills Circle, Tarentum, PA 15084
- (116) 1628 Browning Road, Suite 180, Columbia, SC 29210
- (117) Six Independence Pointe, Greenville, SC 29615
- (118) 9654 N. Kings Highway, Suite 101, Myrtle Beach, SC 29572
- (119) 2431 W Aviation Avenue, North Charleston, SC 29406
- (120) 5600 Brainerd Road, Suite G-1, Chattanooga, TN 37411
- (121) 7260 Goodlett Farms Parkway, Cordova, TN 38016
- (122) 4721 Lake Park Drive, Suite 100, Johnson City, TN 37615
- (123) 9123 Executive Park Drive, Knoxville, TN 37923
- (124) 2845 Elm Hill Pike, Nashville, TN 37214-3717
- (125) 551 Ryan Plaza Drive, Arlington, TX 76011
- (126) 6330 Highway 290 East, Austin, TX 78723
- (127) 921 W Belt Line Road, Suite 181, DeSoto, TX 75115
- (128) 15651 North Freeway, Houston, TX 77090
- (129) 2950 S. Gessner, Houston, TX 77063
- (130) 2101 Waterview Parkway, Richardson, TX 75080
- (131) 2895 NE Loop 410, San Antonio, Texas 78218
- (132) 5700 Northwest Parkway, San Antonio, TX 78249
- (133) 3700 S. Jack Kultgen Expressway, Suite 100, Waco, TX 76706
- (134) 1001 Magnolia Avenue, Webster, TX 77598
- (135) 920 W. Levoy Drive, Murray, UT 84123
- (136) 14420 Albemarle Point Place, Suite 100, Chantilly, VA 20151
- (137) 5425 Robin Hood Road, Suite 100, Norfolk, VA 23513
- (138) 300 Gateway Centre Parkway, Richmond, VA 23235
- (139) 2159 Apperson Drive, Salem, VA 24153
- (140) 7300 Boston Boulevard, Springfield, VA 22153
- (141) W177 N9886 Rivercrest Dr., Suite 200, Germantown, WI 53022
- (142) 470 Security Boulevard, Green Bay, WI 54313
- (143) 6300 West Layton Avenue, Greenfield, WI 53220
- (144) 2450 Rimrock Road, Suite 100, Madison, WI 53713
- (145) 5183 U.S. Route 60, Building 1, Suite 40, Huntington, WV 25705

ITT TECHNICAL INSTITUTE

Student Complaint/Grievance Procedure

STATEMENT OF INTENT:

To afford full consideration to student complaints concerning any aspect of the programs, facilities or other services offered by or associated with ITT Technical Institute. This complaint procedure is intended to provide a formal framework within which such complaints may be resolved. This procedure is not, however, a substitute for other available informal means of resolving complaints or other problems.

Students are encouraged to communicate their concerns fully and frankly to members of the school faculty and administration. Reasonable measures will be undertaken to preserve the confidentiality of information that is reported during the investigation and to protect persons who report information from retaliation.

PROCEDURE: All student complaints will be handled in the following manner:

STEP ONE - Contact School Director

1. A student must present to the school Director any complaint relating to any: (a) aspect of the programs, facilities or other services provided by the school; (b) action or alleged misrepresentation by an employee or representative of the school; (c) discrimination or harassment based on race, religion, color, age, sex, sexual orientation, national origin, disability, gender or any other protected status by any student, applicant, faculty member or other school employee, or visitor or invitee of the school; and (d) school activity. The complaint may be oral or written. The school Director will promptly acknowledge receipt of the complaint.
2. The school Director will meet with the student to discuss and respond to the complaint. The school Director's response may be oral or written and will address the specific complaint and indicate what, if any, corrective action has been proposed or accomplished.
3. Within three (3) school days of any such discussion, the school Director will prepare a written summary of the discussion, including any agreed upon or proposed solution of the student's complaint. The school Director will take the necessary steps to ensure that any agreed upon solution or other appropriate action is taken.

STEP TWO - Appeal to ITT Educational Services, Inc. ("ITT/ESI")

1. If a complaint is not resolved to the student's satisfaction, the student will, as soon as possible after the student's discussion with the school Director, submit the complaint on a Student Complaint Summary form to the Student Relations Specialist, ITT/ESI, 13000 North Meridian Street, Carmel, Indiana 46032-1404, telephone (800) 388-3368.
2. Within ten (10) days after receipt of the student's written letter of complaint, the Student Relations Specialist, ITT/ESI, or designee will reply to the student in writing, specifying what action, if any, ITT/ESI will undertake.

STEP THREE - Contact the State

If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is an Arizona resident, the student may file a complaint with the Arizona State Board for Private Postsecondary Education, 1400 W. Washington Street, Room 260, Phoenix, Arizona 85007, telephone (602) 542-5709 and Web site address: <http://azppse.state.az.us>. The student must contact the State Board for further details. If the complaint has not been resolved by ITT/ESI to the satisfaction of the student and the student is a Tennessee resident, the complaint may be referred to the Tennessee Higher Education Commission, 404 James Robertson Parkway, Suite 1909, Nashville, TN 37243-0830, telephone (615) 741-5293. If the complaint has not been resolved to the satisfaction of the student and the student is a Wisconsin resident, the complaint may be registered with the Educational Approval Board, 30 West Mifflin Street - 9th Floor, Madison, Wisconsin 53703, telephone (608) 266-3185. If the complaint has not been resolved by ITT/ESI to the satisfaction of the student, and the student is a Georgia resident, the student may contact the Georgia Nonpublic Education Commission, 2082 East Exchange Place, Suite 220, Tucker, GA 30084, telephone (770) 414-3300 or www.gnpec.org. If the complaint has not been resolved by ITT/ESI to the satisfaction of the student, and the student is a Kentucky resident, the student may contact the Kentucky Council on Postsecondary Education, 1024 Capital Center Drive, Suite 320, Frankfort, KY 40601-8204, telephone (502) 573-1555. If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is a Kansas resident, the student may contact the Kansas Board of Regents. The complaint procedure and form are located at the following website: <http://www.kansasregents.org/privatepostsecondarycomplaintprocess>. Kansas Board of Regents, 1000 SW Jackson St., Ste 520, Topeka, KS 66603 (785) 296-4917. If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is a Maryland resident, the student may file a complaint with the Maryland Higher Education Commission, 6 North Liberty Street, Baltimore MD 21201, telephone (410) 767-3301, Web site address, <http://www.mhec.state.md.us/>. The student may also contact the Maryland Attorney General's Office, located at 200 Saint Paul Place, Baltimore, MD 21201, telephone (410) 576-6550, Web address <http://www.oag.state.md.us/>. If the complaint cannot be resolved after exhausting the institution's grievance procedure and the student is a resident of a state other than those listed above, the applicant may file a complaint with the State of Indiana Board for Proprietary Education, 101 West Ohio Street, Suite 670, Indianapolis, Indiana 46204-1984 (317) 464-4400. The student must contact the Commission for further details. The student may also file a complaint with the Indiana Attorney General's Office, located at Indiana Government Center South, 302 W. Washington St., 5th Floor, Indianapolis, IN 46204, telephone (317) 232-6201, email address Constituents@ata.in.gov.

STEP FOUR - Contact the Accrediting Council

If the complaint has not been resolved by ITT/ESI to the satisfaction of the student, the complaint may also be referred to the Accrediting Council for Independent Colleges and Schools, 750 First Street, NE, Suite 980, Washington, DC 20002-4241, telephone (202) 336-6780.

I have been given a copy of the ITT/ESI Student Complaint/Grievance Procedure. I have read and understand my rights and responsibilities under it. I understand that if I have a complaint, I should use the procedure outlined above.

Signature

COMP 21 REV. 12/10 INDIANAPOLIS

Date Print Name

Class Number

"ITT" is a registered mark of and is used under license granted by ITT Manufacturing Enterprises, Inc.

Pursuant to Wisconsin Act 61 (2003) students residing in Wisconsin are advised of the following information with respect to: a) Hepatitis B; b) Viral Meningitis; and c) Meningococcal Disease.

Hepatitis B

Disease Fact Sheet Series

What is Hepatitis B?

Hepatitis B (formerly known as serum hepatitis) is a liver disease caused by the Hepatitis B virus (HBV). The disease is fairly common; about 50 acute cases and 600 chronic/unspecified cases are reported in Wisconsin each year.

Who is most likely to get hepatitis B?

- Injection drug users
- Healthcare workers
- Men who have sex with men
- Heterosexuals with multiple partners
- Hemodialysis patients
- Sexual/household contacts of infected people
- Infants born to infected mothers
- Infants/children of immigrants from HBV-endemic countries

How is the virus spread?

HBV is spread by contact with blood, serum, semen, vaginal fluids and, rarely, saliva. Direct contact with infected body fluids; usually by needle stick injury, sharing needles, or sexual contact, is necessary for spread. HBV is not spread by casual contact or by respiratory droplets.

What are the signs and symptoms of hepatitis B?

The signs and symptoms of hepatitis B include fatigue, poor appetite, nausea, vomiting, abdominal discomfort and sometimes joint pain or rash. Later, urine may become dark and jaundice (a yellowing of the skin and whites of the eyes) may appear. Many people do not have typical signs and symptoms of hepatitis; only 10% of children and 30-50% of adults develop jaundice.

When do symptoms appear?

Symptoms usually appear 2-3 months after exposure (range: 1½-6 months).

How long can a person spread the virus?

HBV is present in blood and other body fluids several weeks before symptoms appear and usually persists for about 3 months. However, the likelihood of complete recovery with elimination of the virus from the body depends on the age when infection occurs.

Chronic infection occurs in 80-90% of infants infected during the first year of life, in 30-50% of children infected between 1-4 years of age and in 5-10% of people infected after 6 years of age. People with chronic hepatitis B may infect others and 15-25% may die prematurely of either cirrhosis or liver cancer.

What is the treatment for hepatitis B?

Hepatitis B infected persons should be evaluated by their doctor for liver disease. There are no medications available for recently acquired (acute) HBV infection. Hepatitis B vaccine is available for the prevention of HBV infection. There are antiviral drugs available for the treatment of chronic HBV infection. Currently five drugs are used for the treatment of persons with chronic hepatitis B. These drugs include adefovir dipivoxil, interferon alfa-2b, pegylated interferon alfa 2-a, lamivudine and entecavir. Additional anti-virals are under development.

What precautions should a person with acute or chronic hepatitis B take?

The person should follow standard hygienic practices to protect close contacts from blood and other body fluids. The infected person must not share razors, toothbrushes, needles, or any other object that may have become contaminated with blood. Use of latex condoms during sexual activity may reduce transmission of HBV among homosexuals and heterosexuals. The infected person must not donate blood and should inform dental and medical care providers so that proper precautions can be followed.

How can hepatitis B be prevented?

Hepatitis B can be prevented either before or right after exposure to the virus. To prevent disease before exposure, hepatitis B vaccine is recommended for all infants and children <19 years of age, people in high risk occupations (e.g., healthcare workers) and people with a high risk behavior (e.g., injection drug use or multiple sexual partners). Susceptible sexual and household contacts of people with chronic hepatitis B should also be immunized and the sexual partners should be tested for immunity after they complete the 3-dose series.

To prevent disease after exposure, hepatitis B immune globulin (HBIG) is given along with hepatitis B vaccine.

- Infants of infected mothers. Because these infants are exposed to the virus during labor and delivery, all pregnant women should be screened for hepatitis B prenatally. Infants of women who test positive should receive HBIG and the first dose of hepatitis B vaccine within 12 hours of birth. The infant should receive the remaining doses of hepatitis B vaccine at 1-2 months and 6 months of age.
- Sex partners of a person with acute hepatitis B should be given HBIG within 2 weeks of the last sexual contact.
- Household contacts of a person with acute hepatitis B do not need HBIG unless they have had a blood exposure to the case within the past 2 weeks. Questions about preventing hepatitis B after other types of exposures should be directed to your physician or local health department.

Developed by the Division of Public Health, Bureau of Communicable Disease, Communicable Disease Epidemiology Section. PPH 42055 (Rev. 12/05)

Viral Meningitis
(aseptic meningitis, nonbacterial meningitis)
Disease Fact Sheet Series

What is viral meningitis?

Meningitis is an inflammation of the meninges, the tissues that cover the brain and spinal cord. Bacteria, fungi or viruses may cause infectious meningitis. Viral (aseptic) meningitis, the most common form of meningitis, is caused by an infection with one of several types of viruses.

What are the symptoms?

The symptoms may include fever, headache, stiff neck, nausea, vomiting and fatigue. These symptoms are often difficult to identify in infants, who may become irritable, lethargic, and inconsolable or refuse to eat. Viral meningitis is rarely fatal, unlike bacterial meningitis, which often presents with the same symptoms.

How soon do symptoms appear?

Symptoms generally appear between 3-7 days after exposure. The symptoms usually last 7-10 days and the person completely recovers.

Who gets viral meningitis?

Anyone can get viral meningitis but it occurs most often in children. Most cases occur in late summer and early autumn.

Which viruses cause this form of meningitis?

Approximately 90% of cases are due to a group of common intestinal viruses called enteroviruses, including coxsackie viruses and echoviruses. Occasionally, viral meningitis is also associated with mumps or herpes virus infections. Viruses carried by mosquitoes also account for a few cases each year in Wisconsin (see Arboviral Infections fact sheet).

How are the viruses that cause viral meningitis spread?

Because a number of different viruses are capable of causing viral meningitis, the manner in which the virus is spread depends upon the type of virus involved. Some are spread by direct or indirect contact with fecal material or possibly respiratory secretions (saliva, sputum or nasal mucus) from an infected person. Mosquitoes spread others however these infections are rare (see Arboviral Infections fact sheet). You can usually spread the virus to someone else beginning about 3-days after you are infected until about 10 - days after you develop symptoms.

Is a person with viral meningitis contagious?

Enteroviruses, which cause most cases of viral meningitis, are contagious. Fortunately, most people exposed to these viruses experience mild or no symptoms. Most people are exposed to these viruses at some time in their lives, but less than 1 in every 1000 persons infected actually develop meningitis. The viruses that are spread by mosquitoes are rarely spread from person to person (see Arboviral Infections fact sheet).

Should a person with viral meningitis be isolated?

Strict isolation is not necessary. Since most cases are due to enteroviruses that may be passed in the stool and possibly through respiratory secretions, people diagnosed with viral meningitis should be instructed to thoroughly wash their hands after using the toilet or blowing their noses. The infected person should also cover coughs and sneezes.

How is viral meningitis treated?

There are no specific medicines or antibiotics used to treat viral meningitis. However, doctors often administer medicines to relieve the fever and headache and recommend bed rest and fluids. Most patients recover completely after 7-10 days.

Developed by the Division of Public Health, Bureau of Communicable Disease, Communicable Disease Epidemiology Section. PPH 42103 (Rev. 05/04)

Meningococcal Disease

(meningococcal meningitis, meningococemia)

Disease Fact Sheet Series

What is meningococcal disease?

Meningococcal disease includes meningococcal meningitis and meningococemia. Meningococcal meningitis is a severe form of meningitis (inflammation of the meninges, the tissues that cover the brain and spinal cord) caused by the bacterium *Neisseria meningitidis*. Meningococemia is an infection of the blood with *Neisseria meningitidis*. A person may have either meningococcal meningitis or meningococemia, or both at the same time.

What are the symptoms?

The signs and symptoms of meningococcal disease can vary widely, but include sudden onset of high fever, headache, vomiting, stiff neck and a rash. Sensitivity to light, sleepiness and confusion may also occur. Symptoms may be difficult to detect in infants and the infant may only appear lethargic, irritable, have vomiting, or be feeding poorly. As the disease progresses, patients of any age may have seizures. Meningococcal disease is fatal in 8-15% of cases.

How soon do the symptoms appear?

The symptoms may develop rapidly, sometimes in a matter of hours, but usually over the course of 1-2 days. In some cases, death may occur within hours of the onset of symptoms. The symptoms may appear anytime between 2 and 10 days after *exposure*, but usually within 3 to 4 days.

Who gets meningococcal disease?

N. meningitidis bacteria are commonly found in the nose and throat without ever causing disease. Nationally, it is estimated that 5-10% of the population is carrying the bacterium at any given time. Most people exposed to *N. meningitidis* do not become ill. It is not well understood why only a few people develop invasive illness, but may be influenced by genetic, immune (e.g., preceding viral illness, immune compromised), societal (e.g., overcrowding, smoke exposure) or physical factors making them more susceptible to disease.

Anyone can get meningococcal disease, but it is most common in children under 5. Compared to other persons their age, college freshmen, especially those that live in dormitories, are at a slightly increased risk for meningococcal disease.

How are the bacteria that cause meningococcal disease spread?

The meningococcus bacteria are spread by direct contact with respiratory and oral secretions (saliva, sputum or nasal mucus) of an infected person.

When and for how long is an infected person able to spread the disease?

A person with meningococcal disease may transmit the disease beginning several days before he/she becomes ill, until the bacteria are no longer present in discharges from the nose and throat. Patients should be excluded from school, daycare or the work place until at least 24 hours after therapy was begun and the illness has subsided.

What is the treatment for meningococcal disease?

Meningococcal disease can be treated with a number of effective antibiotics. Persons who have been in close, direct contact with a patient with meningococcal disease may need to take antibiotics such as rifampin, ciprofloxacin or ceftriaxone as a preventive measure to eliminate the bacteria that they may be carrying in their throat.

Should people who have been in contact with a person with a diagnosed case of meningococcal disease be treated?

Only people who have been in close, direct contact need to be considered for preventive treatment. Close contacts include household members, intimate contacts, persons performing mouth to mouth resuscitation or endotracheal intubation, day care center classmates, or anyone directly exposed to the patient's oral or nasal secretions (e.g., kissing, sharing eating utensils or beverage containers). Direct contacts are usually advised to take preventive antibiotics. Close contacts should be alerted to watch for early signs of illness, especially fever, and seek treatment promptly.

Casual contact that might occur in a classroom, office or work setting is not usually significant enough to warrant antibiotic treatment.

Is there a vaccine to prevent meningococcal disease?

There are two vaccines (Menomune®, Menactra™) that will protect against four of the types of meningococcus, including 2 of the 3 types most common in the U.S. (serogroup C, Y, and W-135) and a type that causes epidemics in Africa (serogroup A). Meningococcal vaccines cannot prevent all types of the disease (neither protect against type B). The vaccine is recommended in some outbreak situations or for travelers to areas of the world where high rates of the disease are known to occur. College freshman living in dormitories should consider receiving the vaccine due to their slightly elevated risk of acquiring the disease.

In 2005, the Advisory Committee on Immunization Practices (ACIP) recommended that children receive the new meningococcal vaccine (Menactra™) at their routine 11-12 year old doctor's visit and that for the next two to three years, teens entering high school should also be vaccinated.

Developed by the Division of Public Health, Bureau of Communicable Disease, Communicable Disease Epidemiology Section. PPH 42072 (Rev. 02/06)

APPENDIX

HEALTH INFORMATION TECHNOLOGY PROGRAM

INTRODUCTION

Welcome to the Health Information Technology ("HIT") program of study at ITT Technical Institute. The material contained in this Student Handbook, along with the School Catalog and Student Practicum Agreement, Acknowledgement of Risk and Release that you signed prior to admission, provides you with important information relevant to your enrollment in the HIT program.

PRACTICUM

The practicum course is a primary instructional tool within the HIT program and is designed to give students supervised practical application of previously studied theories. Two courses within the HIT program include a practicum component that you must successfully complete at one or more facilities that are assigned to you by the school. The courses that include a practicum are identified in the HIT program outline in the Curricula section of the school catalog.

Prior to the start of a practicum course at any medical care facility, you may be required to consent to and pass drug/alcohol testing, a background check and/or a physical examination.

Drug/Alcohol Testing

If a drug and/or alcohol test is required, you will be responsible for obtaining the test and paying the fee. Also, certain employers may require drug/alcohol testing as a condition of employment, and an applicant who does not consent to and successfully pass a drug/alcohol test may ultimately be unable to obtain employment as a health information technician or a health information management (HIM) professional.

Background Check

A background check may include, but will not necessarily be limited to, an investigation regarding whether:

- a) You are on any federal list of excluded individuals;
- b) You are a registered sex offender; and
- c) Your criminal history raises any questions about your ability to provide safe and competent patient care.

If a background check is required, you will be responsible for paying any fee associated with that check.

Physical Examination and Wellness

If a physical examination is required, you will be responsible for obtaining the examination and paying any fees associated with that examination. You may also be required to document that you are free from any contagious diseases and/or have been immunized against certain illnesses and diseases.

Additional Requirements

Certain medical care facilities to which you may be assigned for a practicum may impose additional requirements with which you must comply.

These requirements may include, but are not necessarily limited to, the following:

- **CPR certification:** You may be required to obtain a CPR certification for healthcare providers within the 12 months immediately preceding the start of the practicum at the facility;
- **Training:** You may need to complete training on:
 - i. universal precautions and infection control;
 - ii. fire safety;
 - iii. disaster safety; and
 - iv. HIV/AIDS;
- **Dress Code:** You must comply with the medical care facility's dress code, including wearing a name badge at all times that identifies you as a student, if required by the facility; and
- **Confidentiality:** You must keep confidential and not disclose any information obtained during or in connection with the practicum relating to any patient record, medical record or other information of the medical care facility, except as permitted by the facility. You must not disclose what you see or hear with respect to any oral or written information concerning any patient or staff member at the facility. You must not discuss patients publicly, either within or outside the facility. Any breach of these confidentiality requirements may result in your termination from the practicum and/or the program of study.

ETHICAL STANDARDS

Students in the HIT program should be aware of the ethical standards applicable to health information technicians and the HIM profession. These ethical standards can be accessed via the Internet at the Web sites of the American Health Information Management Association ("AHIMA") below:

Code of Ethics

http://library.ahima.org/xpcdio/groups/public/documents/ahima/bok1_024277.hcsp?dDocName=bok1_024277

Standards of Ethical Coding

<http://www.ahima.org/infocenter/guidelines/standards.asp>

REGISTERED HEALTH INFORMATION TECHNICIANS ("RHIT")

In order to become an RHIT upon graduation from the Health Information Technology ("HIT") program, you must satisfy certain eligibility requirements and pass a certification examination for RHIT. The certification exam is administered by the Commission on Certification for Health Informatics and Information Management ("Certification Exam").

The Certification Exam is based on an explicit set of competencies. These competencies have been determined through a job analysis study conducted on practitioners. The competencies are subdivided into domains, subdomains and tasks, and the examination tests only content pertaining to these competencies. A copy of the current RHIT competency statements may be obtained from the Program Chair.

In order for you to be allowed to take the Certification Exam to become an RHIT, you must:

- Graduate from a program of study in health information technology that is accredited by the Commission on Accreditation for Health Information and Information Management Education ("CAHIIM"); and
- Pay an examination fee, for which you are solely responsible.

The HIT program is accredited by CAHIIM. A graduate of the HIT program is unlikely to qualify for any employment opportunities involving the management of health information, unless and until he or she is able to pass the Certification Exam.

APPENDIX

NURSING PROGRAM

TABLE OF CONTENTS

Mission, Philosophy and Framework
Clinical Attendance Clinical Placement/Assignment
American Nurses Association's Code of Ethics for Nurses
Dress Code
Drug Testing and Health Requirements
Midprogram Examination
Nursing Conduct/Code of Conduct
Nursing Lab Safety Guidelines
Release of Information/Social Security Number
Requirements for Licensure
Satisfactory Academic Progress
Skill Return Demonstration
Skill Return Demonstration Deadline
Student Nurse Organizations
Students with Disabilities
Unsatisfactory Clinical Performance
Standards and Functional Abilities for Nursing Students

Associate Degree, Nursing Program

Mission, Philosophy and Framework

Mission: The mission of the ITT Technical Institute's *Associate Degree, Nursing program* is the education of individuals from diverse backgrounds to be well-prepared registered nurses who can provide competent care in a variety of ever-changing health care settings. Within the program, a learner-centered environment of mutual respect promotes individuals to grow intellectually and personally through the integration of theoretical concepts, values and nursing knowledge in classroom learning activities and clinical experiences. Individual accountability as a member of the nursing profession and commitment to life-long learning and community service are graduate expectations.

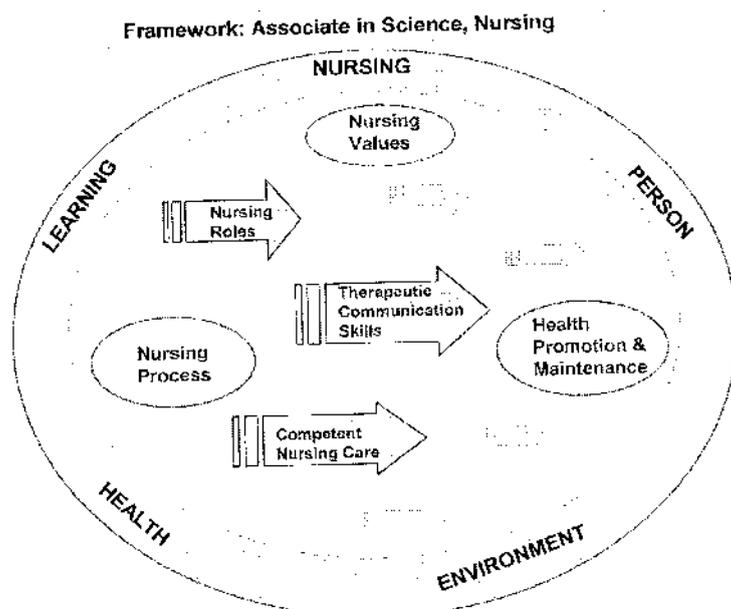
Philosophy: The philosophy of the *Associate Degree, Nursing program* represents the faculty's beliefs concerning the Nursing Paradigm: **Nursing, Person, Environment, Health and Learning.**

- **Nursing:** Nursing is both an art and a science, the interactions of which make nursing unique. Nursing values guide the provision of compassionate nursing care in all settings. Nursing, as an evidenced-based practice, is organized and directed by the use of the Nursing Process, a critical thinking, problem solving, decision tool for directing competent nursing care. The goal of nursing care is health promotion and maintenance for optimal living. Nursing is dynamic and requires critical thinking, therapeutic communication skills and competent technical abilities in the application of evidence-based practice. Nursing knowledge has its foundations in concepts and principles from the humanities, and the social, behavioral, physical and biological sciences. Professional nursing care is guided by the American Nurses Association's Code of Ethics for Nurses, professional standards of practice and state and national regulatory standards.
- **Person:** Individuals are unique, have innate value and are worthy of respect. All individuals have physical, psychological, social and spiritual needs through differing levels of growth and life span development. Each individual has rights, interests and goals which must be considered in care plan development and the provision of nursing care. Each person is part of a social structure, which may be a family, a group or a community.
- **Environment:** The environment includes both external and internal elements. The external environment in which the individual functions includes family, groups and communities. Family consists of the individual's immediate support system and may be by either choice or contract. Physical aspects of shelter and food, along with economic, political, cultural and spiritual influences, are part of the external environment. By contrast, the internal environment includes the individual's unique life experiences and perceptions, including their spiritual and cultural beliefs. Physiologic processes affected by stress and adaptation are also part of the internal environment. Both the external and internal environments influence individual responses to nursing care.
- **Health:** Health is a dynamic state, defined by each person in relation to personal values, beliefs, feelings and needs. Health is on a continuum from wellness to illness to death, where health promotion and maintenance for optimal living are the goals of nursing care.
- **Learning:** Learning is a life-long pursuit of the acquisition of knowledge and includes the development of critical thinking abilities, competent skill development and behavioral and attitudinal changes. Learning is influenced by individual experiences and previous knowledge attainment. Students are diverse individuals with differing learning needs and styles. The nurse

educator provides an environment of mutual respect conducive to learning and serves as a facilitator and role model. This is accomplished through the establishment of clearly defined objectives, expectations and practice experiences, and through role socialization. The learning process includes effective teacher and learner communications and interactions where both have responsibilities for goal attainment.

Framework: Education in the Associate Degree, Nursing program is achieved through a curriculum based on the program's Mission and Philosophy. The philosophical concepts of Nursing, Person, Environment, Health and Learning are organized within an eclectic framework. The framework includes the curricular components of Nursing Values, Nursing Process, Health Promotion and Maintenance, Nursing Roles, Therapeutic Communication Skills and Competent Nursing Care. The framework structures the curricular content, guides the selection of learning experiences and provides the basis for program as well as course objectives.

The curricular organizational framework includes both pervasive and progressive concepts. Pervasive concepts are introduced at the beginning of the curriculum and continue in all areas of the program. They are Nursing Values, Nursing Process, and Health Promotion & Maintenance. Progressive concepts build throughout the program from simple to complex. They are Nursing Roles, Therapeutic Communication Skills and Competent Nursing Care.



- **Nursing Values:** Nursing values guide the provision of compassionate nursing care in all environments. Values include caring, human dignity, autonomy, integrity, accountability, advocacy and ethical behavior. Nursing values are inherent in the American Nurses Association's Code of Ethics for Nurses and professional standards of practice. Nursing values include the demonstration of caring behaviors, active participation in the profession, a commitment to life-long learning and involvement in community service. The nursing faculty member serves as a role model for the development and internalization of nursing values.
- **Nursing Process:** Nursing process is a critical thinking, problem solving decision tool for directing competent nursing care in all settings. As part of the process, critical thinking is the

development, execution and implementation of nursing judgments based on sound clinical reasoning. Those judgments are demonstrated by analysis of assessment data, formulation of nursing diagnoses, establishment of goals, and the planning, implementation and evaluation of competent nursing care.

- **Health Promotion & Maintenance:** Health promotion and maintenance for optimal living is accomplished through healthy lifestyles implementation, illness prevention, disease management, pain alleviation and/or supporting a dignified death. Teaching individuals, families, groups and communities to promote and maintain health is a nursing responsibility and inherent in the development of continuity of care strategies.
- **Nursing Roles:** Nursing roles are Provider of Care, Manager of Care, and Member of the Profession. These roles are interrelated and include components essential for entry-level registered nurses. The nurse as a provider of care begins by learning the fundamentals and skills of direct patient care. The individual then continues knowledge and skill acquisition in the provider role through the application of the nursing process with diverse patient populations from across the life span. Always within the provider role is the application of teaching-learning principles for health promotion and maintenance.

The nurse, as a Manager of Care, coordinates health care interventions with members of an interdisciplinary team. The team includes not only the nurse but the patient, the patient's family and other health care providers. Within the role of Manager of Care, the nurse delegates routine technical functions to ancillary personnel but continues to assume patient care accountability and responsibility. Managing care involves collaboration, mutual respect and the efficient use of human, physical, financial and technological resources to meet patient needs.

The nurse, as a Member of the Profession, demonstrates accountability and responsibility for competent nursing care and internalizes professional commitment. Life-long learning and professional development are expectations due to continually changing health care technologies and settings. Decisions are made and actions taken that are consistent with ethical, professional and regulatory standards.

- **Therapeutic Communication Skills:** Communication in nursing is a process where information is exchanged either verbally, nonverbally, in writing or through information technology. Therapeutic communication is a process where nurse-patient interactions promote coping and adaptation strategies, healthy interpersonal relationships and the development of new knowledge and skills. Communication techniques are used to collaborate with individuals, families, groups, communities and members of the health care team in assessing, planning, implementing, evaluating and reporting nursing care.
- **Competent Nursing Care:** Competent nursing care means the integration of essential knowledge, skills, techniques and judgments to safely and effectively function within the roles of the Associate in Science, Nursing graduate: that of Provider of Care, Manager of Care and Member of the Profession. As an evidence-based practice, competent nursing care requires the integration of theoretical knowledge and technical skill application. Competent nursing care is consistent with ethical, professional and regulatory standards.

ACADEMIC POLICIES

CLINICAL ATTENDANCE

Punctual and regular attendance at clinical is mandatory. The following policies apply: An absence must be reported to the appropriate faculty member no later than one hour prior to the start of the clinical. Students are to follow specific course syllabi for proper notification of course faculty. A student who does not properly notify the faculty and does not come to clinical (no call no show) will receive a failure for the course unless suitable documentation is provided. Any student absent from clinical more than once, will not be allowed to continue in the course and will be withdrawn. Please see a current ITT Technical Institute catalog for steps on withdrawing from a course.

Tardiness is defined as being late by five minutes or more. Being tardy two times will constitute a clinical absence. Clinical days missed due to administrative closure and/or inclement weather will be made up at time and dates determined by the faculty.

CLINICAL PLACEMENT/ASSIGNMENT

Multiple clinical facilities are used for the education of nursing students in an associate degree program through the application of the nursing process across the spectrum of health care settings and populations. Dates and times for clinical assignments are determined by school nursing program faculty based on clinical site availability. Students will not be placed on a clinical unit where they are currently employed.

AMERICAN NURSES ASSOCIATION'S CODE OF ETHICS FOR NURSES

The student is expected to adhere to the American Nurses Association's Code of Ethics for Nurses and act in accordance with the Patient's Bill of Rights. The Code of Ethics for Nurses can be found at:

http://nursingworld.org/ethics/code/protected_nwcoe813.htm

Confidentiality is the protection of a patient's privacy through careful use of oral and written communications and by judicious protection of private health care information. The student is expected to protect patient information consistent with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Patient health care information is confidential and cannot be disclosed to other individuals or groups without prior consent.

A patient's chart is a legal document. All entries must be legible and accurate. Information communicated by patients to students may not be repeated except to nursing faculty, who has the prerogative to advise the student to share the information with the appropriate staff. Care should be taken when in corridors, lounges, classrooms or other public areas, so that conversations are not overheard.

Students must use only the patient's initials when completing coursework, such as care plans. Under no circumstances is the student allowed to remove or photocopy any chart documents. Any violation of patient confidentiality may result in dismissal from the program.

DRESS CODE

Students are to wear the official ITT Technical Institute uniform during clinicals. The uniform should be clean, neatly ironed and in good repair. If the female student chooses to wear a dress or skirt, the length is to be no shorter than the bottom of the knee. Shoes are to be all white. Cloth/canvas shoes are unacceptable. Name badges are to be worn at all times while at the clinical site. There may be additional

uniform requirements at your location. Please see the Program Chair of Nursing for further information.

DRUG TESTING AND HEALTH REQUIREMENTS

The ITT Technical Institute Breckinridge School of Nursing and Health Sciences is committed to providing a safe learning environment and fostering the well being and health of its employees and students. That commitment is jeopardized when any student uses illegal drugs or other substances, is intoxicated with illegal drugs, other substances or alcohol during any classroom, laboratory or clinical portion of any program of study offered by ITT Technical Institute, or possesses, distributes or uses illegal drugs or alcohol on ITT Technical Institute premises or at any events or activities sponsored or organized by ITT Technical Institute, including, without limitation, any clinical that is part of the student's program of study.

Prior to the start of any portion of the clinical at any medical care facility, students may be required to consent to and pass drug/alcohol testing, physical examination and background check. The student may also be required to document that he/she is free from any contagious diseases and/or have been immunized against certain illnesses and diseases. The physical examination needs to demonstrate that the student is physically fit to perform essential nursing tasks as determined by the medical care facility. The background check(s) may include, but not be limited to, an investigation regarding whether:

- (a) The student is on any federal list of excluded individuals;
- (b) The student is registered as a sex offender; and
- (c) The criminal history of the student which raises reasonable questions as to the student's ability to provide safe and competent patient care.

Questions about the student's ability to provide safe and competent patient care may arise if the student has a criminal background that involved:

- (i) Abuse, neglect, assault, battery, criminal sexual conduct; and
- (ii) Any fraud or theft against a vulnerable adult within ten years of the student's admission to the program.

Prior to the clinical, students in the Nursing program that test positive to the drug screen are not permitted to progress and are immediately dismissed from the program. Readmission after a positive drug test will require three negative screens in the preceding year. Retesting will be at the student's expense. Records of drug screening results will be maintained in the student's permanent file.

If an acute medical condition arises while a student is enrolled in the Nursing program, a written statement must also be obtained by the student from their health care provider which states the student's ability to perform the following activities without restriction: moving, lifting and transferring patients. The above requirement also pertains to pregnancy. Students are responsible for their own medical care.

Before any student is assigned to any medical care facility for any portion of the clinical, the student must:

- (a) have completed all prerequisites for taking that portion of the clinical;
- (b) be making satisfactory academic progress in the program;

- (c) have obtained a CPR certification from the American Heart Association for healthcare providers within the past 12 months; and
- (d) have completed training (and have documentation evidencing that training) on:
 - (i) universal precautions and infection control;
 - (ii) fire safety;
 - (iii) disaster safety;
 - (iv) protected health information and the Privacy Rule under the Health Insurance Portability and Accountability Act; and
 - (v) any HIV/AIDS training required by state law.

DRUG TESTING "FOR CAUSE": _

- (a) If, during a student's clinical or laboratory experience, a faculty or clinical instructor perceives the odor of alcohol on the student or observes behaviors by the student such as, but not limited to, slurred speech, unsteady gait, or confusion, and these or other behaviors cause the faculty or clinical instructor to suspect the student is impaired by alcohol or drugs, the following steps will be taken:
 - (i) The instructor will remove the student from the patient care or assigned work area and notify the clinical agency supervising personnel;
 - (ii) The student will be required to undergo "For Cause" drug testing;
 - (iii) The instructor will contact a transportation service and arrange for student transport to a designated medical service facility contracted for drug and alcohol testing services;
 - (iv) After testing, the student may call the transportation service for transport home; and
 - (v) If the student admits to alcohol or drug use, he/she will still require drug testing for purposes of documentation.
- (b) If the results of the test(s) are negative for alcohol or drugs, other illegal substances, or for non-prescribed legal substances, the student will meet with the Program Chair within 24 hours of receipt of the test results to discuss the circumstances surrounding the impaired clinical behavior. Based on the information provided and any warranted further medical evaluations, the Program Chair will make a decision regarding the student's return to the clinical setting.
- (c) If the results of the test(s) are positive for alcohol or drugs, or other illegal substances or for non-prescribed legal substances, the student's enrollment in the program will be immediately terminated. The student will pay for all costs associated with the "For Cause" drug testing.
- (d) If a student refuses "For Cause" drug testing:
 - (i) The instructor will remove the student from the clinical setting pending a full investigation;
 - (ii) The instructor will contact a transportation service to request that the student be transported home; and
 - (iii) Enrollment in the program will be immediately terminated.
- (e) State regulations may require the school to report the incident to a state regulatory body.

READMISSION TO THE NURSING PROGRAM RELATED TO SUBSTANCE ABUSE

- (a) Readmission after a positive drug or alcohol test will require at least three negative tests in a designated period of time not less than the preceding academic quarter, or as required by state law. Retesting will be at the student's expense.
- (b) Students seeking readmission to the program must:
- (i) Submit a letter requesting readmission to the program of study.
 - (ii) Provide evidence of a minimum of three negative random drug/alcohol tests in a designated period of time not less than the preceding academic quarter, or as required by state law, with retesting to be conducted at the student's expense;
 - (iii) Repeat and pass a drug/alcohol test immediately prior to his/her readmission; and
 - (iv) Include documentation from a therapist specializing in addiction behaviors evidencing compliance with a treatment program, including a statement that the student will be able to function effectively and provide safe and ethical care for clients in a clinical setting, if such documentation is either required by the state or deemed appropriate by the Program Chair in his/her discretion for the safety of patients and the public.
- (c) If a student, after being readmitted to program, has any positive result on an alcohol/drug test, the student will be permanently terminated from the program.

NURSING CONDUCT/CODE OF CONDUCT

Students are bound by the Conduct section in the ITT Technical Institute school catalog. In addition, the Nursing program is subject to the following policy related to safe and ethical Nursing practice:

Certain behaviors are essential for safe and ethical nursing practice. A non-exclusive list of violations of such practice is defined below, so that each nursing student may be aware of the seriousness of his/her actions. Unsafe or unethical practice may result in a clinical failure, suspension and/or dismissal from the program. Unsafe or unethical nursing practice may be evidenced by one or more of the following behaviors:

1. Performing activities/skills for which the student is not prepared or which are beyond the capacities of the student.
2. Performing activities/skills which do not fall within the legal realm of professional nursing practice.
3. Recording or reporting inaccurate data regarding patient assessment, care plans, nursing interventions, and/or patient evaluations.
4. Failing to recognize and/or report and record one's own errors (incidents) performed in relation to patient care.
5. Having physical, mental, and/or cognitive limitations which endanger or impair the welfare of the patient and/or others.
6. Disclosing confidential or private information inappropriately (See Confidentiality section).
7. Behaving in a disrespectful manner toward patients and/or other health care team members.

8. Attending class or clinical experiences under the influence of alcohol or drugs, including prescriptive medications which impair performance.
9. Engaging in acts or omissions which result in violation of laws related to negligence, malpractice, libel, slander, etc.

The following measures may be taken by the clinical faculty member if a nursing student demonstrates an unsafe and unethical nursing practice as defined above:

1. Immediate dismissal from the clinical area.
2. Assignment of additional learning activities to assist the student to meet the clinical objectives.
3. Provide written list of criteria and/or activities that the student must meet or complete in order to change unsafe or unethical behaviors.
4. Suspension from the clinical area if the student repeats the unsafe or unethical nursing activity. **Suspension will result in failure of the clinical component of the nursing course.**

Any nursing student who demonstrates extreme unsafe or unethical behavior in the clinical area will be subject to immediate dismissal from the program. Examples of extreme unsafe or unethical behavior includes, but are not limited to, intentionally or recklessly jeopardizing patient safety, intentionally or recklessly causing physical harm to a patient, and abusing a patient. Abuse of a patient occurs when the misuse of power or betrayal of trust, respect, or intimacy causes or is likely to cause physical, mental, emotional, or financial harm to a patient.

NURSING LAB SAFETY GUIDELINES

There are many pieces of equipment that students will be handling while in the nursing skills laboratory. Students should be sure they have been oriented to the proper use of lab equipment prior to use. (Example: controls on electronic beds, side rails, wheelchairs, suction machines). If a piece of equipment is unfamiliar, always wait for instructions from the faculty member before handling. If a student has been introduced to the equipment and is unsure of how to operate it, always ask the faculty member before using. If the student needs different or additional equipment, ask the faculty member to obtain the required supplies. Do not open cupboards/drawers without permission. Students should not be using lab facilities or equipment without checking in with the faculty member.

During the time that students are practicing with needles and syringes, please remember that for the safety of all, no equipment is to leave the lab area. Great care should be taken during practice to protect oneself from needle punctures. Should a needle puncture happen, report it immediately to the faculty member. The equipment used should be immediately discarded in the appropriate container. At the end of the practice session in the lab, students are to dispose of waste material appropriately. Leave the workspace clear of debris, clean and orderly. **Children are not allowed in the lab at any time.**

RELEASE OF INFORMATION/SOCIAL SECURITY NUMBER

Students are required to sign a statement releasing their social security number to clinical facilities as requested.

REQUIREMENTS FOR LICENSURE

Upon graduation from the Nursing program graduates are eligible to make application to the National Council of State Boards of Nursing ("NCSBN") National Council Licensure Examination for Registered Nurses ("NCLEX-RN"). Passage of the NCLEX-RN is dependent on the graduate's preparation and IIT Technical Institute does not promise or represent that any graduates of the program will pass the NCLEX-RN. To receive a license to practice as a registered nurse, a graduate must pass the NCLEX-RN and meet the criteria specific to the state.

SATISFACTORY ACADEMIC PROGRESS

In addition to following the Satisfactory Academic Progress policy that is outlined in the School Catalog, nursing students receiving a grade of less than a "B" in any two nursing courses will be automatically dismissed from the nursing program. The student may appeal the dismissal decision to the Dean, following the appeal process outlined in the Catalog.

SKILL RETURN DEMONSTRATION

Students will be provided with opportunities to successfully return demonstrated critical skills. Students must pass the return demonstrations according to current required criteria.

SKILL RETURN DEMONSTRATION DEADLINE

Skill return demonstration deadlines will be announced during the applicable courses in the program.

STUDENT NURSE ORGANIZATIONS

Students in the Nursing Program may have the opportunity to join the State Student Nurses Association and/or the National Student Nurses Association www.nсна.org and the Chapter established at IIT Technical Institute. A nursing faculty member will serve as the Faculty Sponsor for the IIT Technical Institute local Chapter. Dues are the responsibility of the student.

STUDENTS WITH DISABILITIES

The typical physical demands of a student participating in the clinical require a full range of body motions, including handling and lifting patients, manual and finger dexterity, and eye-hand coordination. The clinical usually involves standing and walking for extensive periods of time and the occasional lifting and carrying of items weighing up to 50 pounds. The clinical requires corrected vision and hearing to normal range. The student must be able to react calmly and effectively in emergency situations and have the ability to establish and maintain effective relationships with patients, the staff of the medical care facility, the public and other students.

If the student has a physical, mental or sensory condition which could affect his or her ability to participate fully in the clinical or any other portion of the program, or to perform the essential duties and responsibilities typically associated with the clinical, then it is the student's responsibility to timely notify the instructor to discuss any reasonable accommodation or modification that may be available.

UNSATISFACTORY CLINICAL PERFORMANCE

Unsatisfactory behavior may consist of, but not be restricted to the following. If the student is:

1. Consistently late;
2. Absent, and time is not made up;
3. Non-compliant with uniform code requirements;
4. Not prepared to meet the laboratory objectives for that day;
5. Not prepared to meet the clinical objectives for that day;
6. Inappropriate in applying safety measures;
7. Consistently inappropriate in decision making;
8. Not compliant in assignment completion; and
9. Inappropriate in communication with patients, their families, and staff.

Any student whose performance is evaluated as being unable to meet the objectives of the course will fail the course. Any student who is determined to be failing a clinical may not continue in the clinical or classroom component of the course.

STANDARDS AND FUNCTIONAL ABILITIES FOR NURSING STUDENTS

Standards

Critical thinking: ability sufficient for clinical judgment.

Reading: ability sufficient to comprehend

Arithmetic: ability sufficient to perform least at the tenth grade

Hearing: ability sufficient for physical and environmental monitoring.

Visual: ability sufficient for accurate observation and assessment.

graphs, computer screens,

Smell: ability sufficient to detect environmental and client odors.

Physical strength/endurance: ability sufficient to perform full range of patient activities.

Motor skills: ability sufficient to provide safe and effective nursing care.

Mobility: ability sufficient to move from room and within confined space.

Tactile: ability sufficient for physical and assessment.

Functional Ability

Identify cause-effect relationships; problem solve; predict, evaluate outcomes; develop/evaluate care plans.

Read written documents, the graphs, etc. written word.

Measure time; compute computations at medication dosage, count rates; level. use measuring tools; add; subtract; multiply whole numbers; compute fractions.

Auscultate faint body sounds; hear voices; hear monitor alarms and emergency signals.

Observe patient response/condition; distinguish color and color intensity; prepare medications; see oscilloscopes.

Detect foul smelling odors from patient; detect smoke, gasses.

Stand for long periods of time at bedside; perform nursing care duties for entire shift; push/pull/support light and heavy objects up to 50 lbs; carry equipment; support patients in ambulation, turning, standing.

Position patient; obtain specimens; calibrate instruments/equipment; prepare and administer medications; grasp small objects; write.

Move about in populated areas; room to twist, stoop, squat, move quickly; administer repetitive motions (CPR).

Perform palpation; detect monitoring hot/cold; detect differences in skin surface; check for drafts.

Communication: ability sufficient for interaction with others, in both the oral and written English language.

Teach; explain procedures; develop rapport with patient and family; give oral report; speak on telephone; document and interpret actions and patient response.