

Grievance Policy Capstone Career Institute

Student grievances should be handled promptly and in the following manner:

1. Discuss the problem with the appropriate instructor or staff member.
2. If unsatisfied, the student may appeal to the Campus President.
3. If unsatisfied after Steps 1 and 2, the student can appeal to the Board of Directors or a member of the Board of Directors.

All appeals must be in writing. If all appeals have been exhausted, the student may contact:

Texas Workforce Commission
Career Schools and Institutes
101 East 15th Street
Austin, TX 78778
(512) 936-3100

Student Rights During Grievance Process

Students have the following rights at all stages of the Complaint/Grievance Procedure:

1. The right to appeal
2. The right to an impartial decision-maker
3. The right to relevant information unless it is otherwise confidential
4. The right to be free from retaliation for pursuing a grievance or complaint
5. The right to present evidence and witnesses
6. The right to representation
7. The right to keep the proceedings as confidential as possible

Resolution of Disputes

The institution recognizes that any dispute that may arise between a student and the Institute should be resolved as quickly and as amicably as possible. Accordingly, the following procedure shall apply to the resolution of any dispute arising out of or in any way related to the enrollment agreement, any amendments or addenda hereto, the catalog, or the subject matter hereof, including any tort or contract claim (individually and collectively the dispute):

1. The parties shall make an initial attempt, in good faith, to resolve the dispute in accordance with the Grievance Procedure as stated in the catalog.
2. If the dispute cannot be resolved through the Grievance Procedure, then the dispute shall 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 and is designed for a quick, practical, and inexpensive resolution of claims. The arbitration between the student and the school will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and, to the extent not inconsistent with such rules, the Federal Arbitration Act, subject to the following modifications:

- a. The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes.
- b. The site of the arbitration shall be the city in which the Institute is located.
- c. The substantive law, which shall govern the interpretation of this agreement and the resolution of any dispute, will be the law of the state where the Institute is located.
- d. The arbitration shall not include any party other than the institution and the student and shall not be joined or consolidated with any other arbitration.
- e. In determining the appropriate relief to be awarded, the arbitrator shall not have jurisdiction to award (i) consequential or punitive damages to any party in the arbitration or (ii) either party its costs, expert witness or attorney's fees; provided that, if either restriction on jurisdiction conflicts with the substantive law applicable to the arbitration, the substantive law with respect to such restriction shall control. If attorney's fees are awardable under the substantive law pertaining to the arbitration, then the prevailing party shall be entitled to recover its reasonable attorney's fees. The maximum amount of such fees shall not exceed the ratio of the recovery awarded the prevailing party to the total recovery sought by the prevailing party. (For example, if a party were awarded one-half of the recovery it sought, then the maximum amount of attorney's fees to which it would be entitled would be one-half of its actual fees.)
- f. The prevailing party in any of the following matters (without regard to Paragraph (e)) shall be entitled to recover its reasonable attorney's 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.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, shall be strictly confidential. The parties shall have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.

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 if the substantive law applicable to the arbitration prohibits the parties from agreeing to this limitation period, then the limitation period under the applicable substantive law shall control. The failure of a party to file an arbitration claim within the applicable limitation 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.

Non-Civil Right Complaints

The faculty and staff of the Institute recognize that at times problems and complaints may arise. The Institute is committed to keeping the lines of communication open with all students, graduates, and other parties who have an interest in the actions of the Institute. Therefore, the Institute has established

a complaint policy to help resolve these situations. The complaint procedure will be discussed in orientation for new students and is posted in an area accessible to all students. In addition, a copy of the policy may be obtained from the Campus President.

A student having an academic complaint should first discuss it with the instructor and then the Campus President if it cannot be resolved. If the Campus President cannot satisfactorily resolve the complaint, the student may request the matter be referred to the Institute's President. The President will hear the complaint and make a recommendation for a solution. The decision of the President shall be final.

If a student does not feel that the Institute has adequately addressed a complaint or concern, the student may consider contacting the Texas Workforce Commission (TWC). Any complaint considered by TWC must be in written form with permission from the complainant for TWC to forward a copy of the complaint to the Institute for a response. TWC will keep the complainant informed on the status of the complaint as well as the final resolution. Please direct all inquiries to:

Texas Workforce Commission
Career Schools and Colleges Division
101 E. 15th Street
Austin, TX 78778-0001
(512) 936-3100
FAX (512) 936-3111

TRUE AND CORRECT STATEMENT

The information contained in this catalog is true and correct to the best of my knowledge.

Larry Van Loon
President