## Student Complaint/Grievance Resolution

Cameron County Education Initiative Inc.’s stated objective is the preparation of its graduates for a career in their chosen field of training. If a student has a grievance, the following procedure must be followed. It is Cameron County Education Initiative Inc.’s desire that a grievance be settled at the lowest possible level, and resolved as rapidly as possible.

1. A student will attempt to resolve a grievance with the person involved.

2. If a student is unable to resolve the grievance with the person involved, it should be submitted in writing to that person’s supervisor.

3. If the grievance is still unresolved after two days the student should submit a written summary to the Executive Director. A meeting will be set up to include the student, person involved, and the Director. Every effort will be made to resolve the grievance at this point.

4. If the student notifies the Executive Director in writing that the student does not consider the grievance to be resolved, a written summary by the Executive Director, along with all other materials, will be forwarded to:

Vice President. A written decision on the grievance report will be sent to the student and the Executive Director within five working days after receipt of the signed grievance. If after following the school’s policy the grievance remains unresolved, for all programs, the unresolved grievance should be directed to the

Texas Workforce Commission,

Career Schools and Colleges Department,

101 E. 15th Street,

Room 226T

Austin, Texas 78778-0001

Phone (512) 936-3100

[www.texasworkforce.org/careerschools](http://www.texasworkforce.org/careerschools)

[Complaint Form](http://www.twc.state.tx.us/jobseekers/career-schools-colleges-students)

## Dispute Resolution

The following procedure shall apply to the resolution of any Dispute arising out or in any way related to a student’s Enrollment Agreement with the School, any amendments or addenda thereto signed by the student or the subject matter thereof, the student’s enrollment, attendance and completion of the student’s education program, including without limitation, any statutory, tort, contract, equity or other claim (including all claims presented as a class action) (the “Dispute”):

1. Any Dispute shall be resolved first by use of the Grievance Resolution procedures as outlines in the School Catalog, effective on the date the student’s enrollment agreements signed and accepted by the School Official.

2. If the Dispute is not resolved pursuant to the School’s Grievance Resolution procedures as outlines in the School Catalog within 45 days from the date the student submits a written complaint to the CCEI Corporate Office, then the Dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

a. The Federal Arbitration Act shall govern this arbitration agreement. The substantive law which will govern the interpretation of a student’s Enrollment Agreement and related documents and the resolution of any Dispute will be the law of the state where the School is located.

b. Arbitration shall be the sole method of resolving all Disputes between the parties to this agreement.

c. Arbitration will take place before a single neutral arbitrator, chosen according to the AAA Commercial Rules, in the city in which the Cameron County Education Initiative Inc. School attended by the student is located.

d. The parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be reasonable and necessary.

e. The arbitration shall be conducted in the English language.

f. The arbitrator shall have the authority to grant interim remedies pursuant to the AAA’s Optional Rules for Emergency Measures of Protection then in effect. The arbitrator shall have the authority to award monetary damages measured by the prevailing party’s actual damages and may grant any non-monetary remedy or relief that the arbitrator deems just and equitable and within the scope of this agreement between the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

g. The arbitrator shall not have any authority to award punitive damages, treble damages, consequential or indirect damages, or other damages not measured by the prevailing party’s actual damages.

h. The prevailing party as determined by the arbitrator will be entitled to recover its reasonable attorney’s fees and arbitrator administrative costs.

I. The arbitrator also shall not have any authority to alter any grade issued to student.

j. The parties shall bear their own costs and expenses. The parties also shall bear an equal share of the fees and costs of the arbitration, which include but are not limited to the fees and costs of the arbitrator, unless the parties agree otherwise or the arbitrator determines otherwise in the award.

k. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any such arbitration without the prior written consent of both parties.