

APPENDIX:
**Recent Arbitration Clauses Used by
Educational Institutions**

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**American Intercontinental University Online,
Enrollment Agreement
(Feb. 2011)**

Available at

https://studentlogin.aiuniv.edu/schools/5/pdf/admissions_packet.pdf

ENROLLMENT AGREEMENT

This agreement must be signed by the student and returned to the admissions office. If this Enrollment Agreement is cancelled in writing within three days after signing, the student is entitled to a refund of all monies paid.

Name of Student	Social Security Number
High School	Year Graduated
GED Certificate Date	

Are you at least 18 years of age? ____ Yes ____ No

ENROLLMENT AGREEMENT

Cancellation A Student who cancels this Agreement within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) after signing the Agreement will receive a refund of all monies paid. A Student who cancels after 72 hours but prior to the Student's first day of class attendance will receive a refund of all monies paid, except for the nonrefundable Application Fee. If this Enrollment Agreement is not accepted by AIU Online or if AIU Online cancels this Agreement prior to the first day of class attendance, all monies, including the Application Fee, will be refunded. All requests for cancellation by the Student must be made in writing and mailed or emailed to the Student Affairs Department.

Refund Policy After the last day of the drop/add period for each session, no refunds or adjustments will be made to students dropping individual courses but otherwise enrolled at AIU Online. Refunds are made for students who withdraw or are withdrawn from AIU Online prior to the completion of their degree program and are based on the tuition billed for the quarter in which the Student withdraws, according to the schedule set forth below. Refunds will be based on the total charges incurred by the Student at the time of withdrawal, not the amount the Student has actually paid. Tuition and fees attributable to any term beyond the term of withdrawal will be refunded in full. When a student withdraws from the institution, he/she must notify the Student Affairs Department. The date from which refunds will be determined is the last date of recorded attendance. Refunds will be made within 30 calendar days of the notification of an official withdrawal or date of determination of withdrawal by the institution. Non-Title IV credit balances less than \$5 will not be refunded to the student/lender unless requested by the student.

Week of the Quarter	First Session of the Student's Quarter	Second Session of the Student's Quarter	Part-Time 10 Week Course Degree Program
Student's Last Date of Attendance	Tuition Refund	Tuition Refund	Tuition Refund
During the first week of instruction of the program*	100%	100%	100%
During the first academic week	80%	100%	90%
During the second academic week	60%	100%	75%
During the third academic week	40%	100%	50%
During the fourth academic week	0%	100%	50%
During the fifth academic week	0%	100%	50%
During the sixth academic week	0%	0%	0%
During the seventh academic week	0%	0%	0%

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During the eighth academic week	0%	0%	0%
During the ninth academic week	0%	0%	0%
During the tenth academic week	0%	0%	0%
* This applies to a new student's right to cancel in the first week of their first quarter of attendance only.			

There will be no refund of tuition charges after a student has completed more than 50% of the quarter (or entering a class during the second session of a quarter).

The \$50 application fee is non-refundable, unless the prospective student requests for it to be refunded within three business days of signing the enrollment agreement. Prior to beginning classes, if no enrollment agreement has been signed, the applicant receives a full refund of all monies if he/she requests it within (3) business days after making a payment to the institution. In order to support students in the first week of instruction of each session, courses are open to students beginning on Friday in advance of the first day of the session. Students who participate in an academically-related activity on Friday or Saturday in advance of the first week of instruction will have their course participation recorded as participation for the first day of the session.

Return of Title IV Funds Policy AIU Online follows the federal Return of Title IV Funds Policy to determine the amount of Title IV aid a Student has received and the amount, if any, which needs to be returned at the time of withdrawal. For details regarding this policy, please see the AIU Online catalog.

Policies and Disclosures

- Catalog:** Information about AIU Online is published in a catalog that contains a description of certain policies, rules, procedures, and other important disclosures and information about the University and the educational programs offered. AIU Online reserves the right to change any provision of the catalog at any time as provided in the following paragraph.. Students are expected to read and be familiar with the information contained in the University catalog, in any revisions, supplements and addenda to the catalog, and with all University policies. By enrolling in AIU Online, the Student agrees to abide by the terms stated in the catalog and all University policies.
- Changes:** AIU Online reserves the right to make changes at any time to any provision of the catalog, including academic programs and courses, University policies and procedures, faculty and administrative staff, the University calendar and other dates, and other provisions. AIU Online also reserves the right to make changes at any time to the amount of tuition and fees. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. AIU Online also reserves the right to make changes in equipment and instructional materials, to modify curriculum, and when size and curriculum permit, to combine classes.
- Elimination of Classes:** AIU Online reserves the right to cancel or postpone a scheduled class start when the number of students scheduled to start the program is not sufficient as determined by AIU Online. If the Student does not choose to change to a different start date, the Student will be eligible for a full refund.
- Transfer of Credits:** The awarding of credit for coursework completed at any other institution is at the sole discretion of AIU Online. Additionally, AIU Online does not imply, promise, or guarantee that any credits earned at AIU Online will be transferable or accepted by any other institution. It is the Student's obligation to ascertain in advance of enrollment whether a possible recipient institution will recognize a course of study or accept credits earned at AIU Online.
- Success of Student:** The Student's individual success or satisfaction is not guaranteed, and is dependent upon the Student's individual efforts, abilities and application of himself/herself to the requirements of the University. The undersigned acknowledges receipt of the University's Hardware/Software Requirements and Student Software Agreement. The student has regular access to a computer that meets these specifications as required for the degree program of study and agrees to adhere to the requirements of the Student Software Agreement. Graduates/completers who obtain employment after graduation typically start out in an entry-level position. Career advancement and the success or satisfaction of an individual student are not guaranteed and depend on a variety of factors including, without limitation, a Student's abilities, personal efforts, employer and the economy. Career advancement assistance for a specific industry position may be enhanced by the education received but will depend on an individual's abilities, attitude, and prior relevant experience as well as the economy and local job market.

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6. **Student's Failure to Meet Obligations:** AIU Online reserves the right to terminate the Student's enrollment for failure to maintain satisfactory academic progress, failure to pay tuition or fees by applicable deadlines, disruptive behavior, posing a danger to the health or welfare of students or other members of the AIU Online community, conviction of a crime, failure to abide by AIU Online policies and procedures or any false statements in connection with this enrollment. AIU Online can discontinue the student's enrollment status, not issue grades, and deny requests for transcripts should a student not meet all of his/her financial and institutional obligations or for any false statements in connection with this enrollment.
7. **Employment:** AIU Online does not guarantee employment or career advancement following graduation but does offer career planning assistance to students and graduates as described in the catalog. Some job or internship/externship opportunities may require substantial travel, background checks, and/or drug testing. Applicants with factors such as a prior criminal background or personal bankruptcy or failed drug test may not be considered for internship/externship or employment in some positions. Employment and internship/externship decisions are outside the control of the University. Graduates of some programs may require additional education, licensure, drug testing and/or certification for employment in some positions. AIU Online maintains information in its Career Services offices regarding the specific initial employment that its graduates obtain. It is available to students to review upon request.
8. **No Salary Representations:** AIU Online does not make any representations or claims to prospective or current students regarding the starting salaries of its graduates or the starting salaries of jobs in any field of employment. The salaries that may be earned by any particular graduate/completer are subject to many variables including, among other things, the student's abilities, efforts and prior relevant experience as well as the needs in the industry, the economy, and the local job market for the employment and freelance opportunities sought by the student. By signing this form, the Student confirms that s/he has not been promised anything about salaries and that the Student has not relied on anything heard or read from AIU Online regarding anticipated salaries in deciding to enroll at AIU Online and/or deciding to continue to attend.
9. **Virtual and Ground Graduation:** The undersigned understands that graduation from the online degree program carries with it the opportunity to participate in an online graduation ceremony at no additional cost to the graduate. Graduates from the online degree programs also have the option of participating in a ground graduation ceremony at times, dates and locations designated by the University. Such times, dates and locations are subject to change. Any and all costs incurred for travel to and from the ground graduation ceremony will be the sole responsibility of the graduate.
10. **Use of Images and Works:** The undersigned agrees that AIU Online may use his/her name, voice, image, likeness, and biographical facts, and any materials produced by the Student while enrolled at AIU Online, without any further approval or payment, unless prohibited by law. The undersigned acknowledges that the foregoing permission includes the right to tape and photograph him or her and to record his or her voice, conversation and sounds for use in any manner or medium in connection with any advertising, publicity, or other information relating to AIU Online.
11. **Discrimination:** AIU Online does not discriminate on the basis of race, gender, sexual orientation, religion, creed, color, national origin, ancestry, marital status, age, disability, or any other factor prohibited by law in the recruitment and admission of students, the operation of any of its educational programs and activities, and the recruitment and employment of faculty and staff. The Dean of Student Affairs at AIU Online serves as the compliance coordinator for Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination on the basis of sex or handicap.
12. **Pre-recorded Messages:** The Student understands that s/he may periodically receive pre-recorded messages during his/her time as a student at AIU Online. These pre-recorded messages are considered "informational" and are intended to notify students of information that may be of interest to them (e.g., changes in class schedules or upcoming events at the school such as orientation).
13. **Agreement to submit to AIU Online's Grievance Procedure:** The Student agrees to submit any claim, dispute, or controversy that the Student may have arising out of or relating to his or her recruitment, enrollment, attendance, education, financial aid assistance, or career service assistance by the University to AIU Online's Grievance Procedure set forth in the University catalog. The parties agree to participate in good faith in AIU Online's Grievance Procedure. Compliance with AIU Online's Grievance Procedure is mandatory and is a condition precedent to the Student commencing arbitration or otherwise pursuing his or her claim. Notwithstanding the preceding sentence, if a statute or other legal authority specifically bars AIU Online from requiring the Student to utilize AIU Online's Grievance Procedure, or if a court of competent jurisdiction determines that such a requirement is unenforceable with regard to the Student, then the preceding sentence shall be severed and shall have no force and effect, and the Student may, but will not be required to, submit his or her claim to AIU Online's Grievance Procedure. AIU Online may waive any or all limitations and requirements set forth in this provision. Such waiver shall not waive or affect any other portion of the Enrollment Agreement, this paragraph, or the Arbitration Agreement. Other grievance procedures - This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule.

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- 14. Agreement to Arbitrate:** Any disputes, claims, or controversies between the parties to this Enrollment Agreement arising out of or relating to (i) this Enrollment Agreement; (ii) the Student's recruitment, enrollment, attendance, or education; (iii) financial aid or career service assistance by AIU Online; (iv) any claim, no matter how described, pleaded or styled, relating, in any manner, to any act or omission regarding the Student's relationship with AIU Online, its employees, or with externship sites or their employees; or (v) any objection to arbitrability or the existence, scope, validity, construction, or enforceability of this Arbitration Agreement shall be resolved pursuant to this paragraph (the "Arbitration Agreement"). For purposes of this Section, the term "AIU Online" includes the School, its officers, directors and employees, and its affiliates, subsidiaries and parents, and any officers, directors, and employees of such entities. This Arbitration Agreement will not apply to claims by either party against the other for relief of \$5,000 or less, or any claim that could be brought in a small claims court or other court of competent jurisdiction for claims not exceeding \$5,000. Choice of Arbitration Provider and Arbitration Rules - Unless the parties agree to an alternative, the arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be before a single arbitrator. The AAA's Commercial Arbitration Rules, and applicable supplementary rules and procedures of the AAA, in effect at the time the arbitration is brought, shall be applied. Copies of the AAA's Rules may be obtained from AIU Online's Campus President. Location of arbitration - All in-person hearings and conferences in the arbitration shall take place in a locale near Student, so long as that location is in the continental United States or unless the Student and University agree otherwise. In the event the Student is not located in the continental United States, such in-person hearings and conferences requested by the Student in the arbitration shall take place in a locale near the University's Illinois offices, unless the Student and University agree otherwise, or the arbitrator directs a different locale based upon the location and convenience of the necessary witnesses. Language - The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter. Choice of Law - The arbitrator shall apply federal law to the fullest extent possible, and the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §§1-16) shall govern this Arbitration Agreement and any and all issues relating to the enforcement of the Arbitration Agreement and the arbitrability of claims between the parties. Costs, fees, and expenses of arbitration - Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. 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 AAA's Commercial Arbitration Rules, including the Supplementary Procedures for Consumer-Related Disputes, to the extent applicable, unless otherwise provided by the rules of the AAA governing the proceeding, or by specific ruling by the arbitrator, or by agreement of the parties. Information about the arbitration process also can be obtained from: AAA at www.adr.org, or 1-800-778-7879. Relief and remedies - 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 Enrollment Agreement. The arbitrator will have no authority to alter any grade given to the Student or to require AIU Online to change any of its policies or procedures. The arbitrator will have no authority to award consequential damages, indirect damages, treble damages or punitive damages, or any monetary damages not measured by the prevailing party's economic damages unless such relief is expressly provided for by applicable law. The arbitrator will have no authority to award attorney's fees except as expressly provided by this Enrollment Agreement or authorized by law or the rules of the arbitration forum. Class and consolidated actions - There shall be no right or authority for any claims within the scope of this Arbitration Agreement to be arbitrated or litigated on a class basis or for the claims of more than one Student to be arbitrated or litigated jointly or consolidated with any other Student's claims. Arbitrator's Award - At the request of either party, the arbitrator shall render a written award briefly setting forth his or her essential findings and conclusions. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Severability and right to waive - 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. Any or all of the limitations set forth in this Arbitration Agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Arbitration Agreement. Survival of provisions of this agreement - This Arbitration Agreement will survive the termination of the Student's relationship with the University.
- 15. 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 pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- 16. Assignment:** None of the rights of the Student or the Student's parent under this Enrollment Agreement are assignable to any other person or entity.
- 17. Entire Agreement:** This Enrollment Agreement constitutes the entire agreement between Student and AIU Online concerning all aspects of the education and training the Student will be provided by the University. By signing this agreement, the Student agrees that no binding promises, representations or statements have been made to the Student by AIU Online or any employee of AIU Online regarding any aspect of the education and training the Student will receive from the University or prospects of employment or salary upon graduation that are not set forth in writing in this Enrollment Agreement. AIU Online will not be responsible for any representation, statement of policy, career planning activities, curriculum or facility that does not appear in this Enrollment Agreement or the University catalog.

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- 18. Electronic Correspondence:** The undersigned provides consent to receive and/or sign electronic records, and to confirm the undersigned's ability to access all of the disclosures, records, and other information provided in electronic form. If the student withdraws consent, the terms of the previously delivered Electronic Records will continue to apply to his/her related transactions with the University. Use of the Services includes agreement to the terms of the previously delivered Electronic Records. Withdrawal of consent to receive Electronic Records will not change the fact that terms were agreed to when the Service was first used.
- 19. Additional Tuition and Fees:** The undersigned understands that any additional course work that results from the option to complete lower level or prerequisite requirements, failed courses, or program changes may result in additional tuition and fee charges.
- 20. Graduation Rate Disclosure:** As required by State Regulation, following are degree program graduation rates for the cohort reporting period:

GRADUATION RATES

The graduation rates listed below are based on the following date range:

7/1/03 to 10/31/03

COLUMN A Program	COLUMN B Number of first-time, full-time students who started school	COLUMN C Of the students reported in Column B, the number who graduated within 150% of the normal program length	COLUMN D Graduation Rate
Associate of Arts in Business Administration	858	141	16.43%
Total	858	141	16.43%

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FREQUENTLY ASKED QUESTIONS**1. Who is a first-time student?**

A first-time student has no prior postsecondary experience before enrolling at this school. This means that a student who attended another postsecondary school before enrolling at this school is not included in the calculation. The rate also does not include students enrolled part-time, taking individual classes (as compared to enrolling in a full program), or only auditing classes.

2. How are the graduation rates calculated?

The rates are calculated using the Student Right-to-Know formula in order to comply with U.S. Department of Education requirements. The statistics track all first-time, full-time certificate or degree-seeking students who began school during the date range noted above and have graduated within 150% of the normal program length. For example, for a two-year program, the graduation rate would include students who had graduated within three years of beginning the program. The Student Right-to-Know formula: $\text{Column C} \div \text{Column B} \times 100 = \text{Graduation Rate}$. This rate does not include students enrolled in graduate level programs.

3. How do I obtain more information?

To obtain further details as to policies relating to graduation rates, please contact the Vice President of Student Affairs at the school. Information pertaining to the graduation rates of all postsecondary institutions recognized by the U.S. Department of Education may be found on the College Navigator website. <http://nces.ed.gov/collegenavigator/>

☐ **By checking this box, I acknowledge that**

- I have read and fully understand the statements contained in this enrollment agreement. I further understand that the School is relying on my acknowledgement, understanding, and truthful representation in making its decision to enroll me at the School.
- The information contained in this enrollment agreement supersedes all prior or contemporaneous verbal or written statements and agreements that may have been made by the School or any employees of the School regarding the subject matters set forth in this enrollment agreement
- I will not start any class at the School until I am completely satisfied that my understanding of the disclosures concerning the School, its programs, and outcomes is entirely consistent with all of the statements contained in this enrollment agreement.
- I acknowledge and represent that my discussions with the admissions representative were entirely consistent with the above disclosures.
- I understand that the School does not guarantee employment or salary.

☐ **Pre-Recorded Phone Messages & SMS Texts:**

- I understand that during my time as a student enrolled at American InterContinental University Online I may periodically receive pre-recorded phone messages or SMS text messages at the phone number(s) I previously provided to the school during the inquiry and application processes. I expressly consent to receiving such messages.

BE SURE TO READ ALL PAGES OF THIS AGREEMENT AS THEY ARE ALL PART OF YOUR CONTRACT WITH THE UNIVERSITY.

In consideration of the acceptance of this Enrollment Agreement by AIU Online LLC d/b/a American InterContinental University* ("AIU Online"), the undersigned agrees to pay the required fees and accept the terms and conditions specified in the attached Schedule of Tuition, Fees and Expenses.

I understand that in signing this Enrollment Agreement I am acknowledging that I will attend American InterContinental University Online; have read, understand and agree to accept the terms set forth in this Agreement (*including the reverse side of this Agreement and the attached Tuition and Fees Schedule*); and am agreeing to accept the rules and regulations of American InterContinental University Online.

The attached Tuition and Fees Schedule is an integral part of this Enrollment Agreement, is incorporated herein by specific reference, and should be reviewed very carefully by student and parent guardian.

I understand that American InterContinental University Online does not guarantee employment or salary.
THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Date: _____ Signature of Student _____

Signature of Parent or Guardian
who is financially responsible
Date: _____ for Student (if applicable) _____

Address: _____

ACCEPTED:
American InterContinental University*

Date: _____ By: _____

As part of our enrollment process, American InterContinental University (the "School") asks you and your admissions advisor to read the following information to acknowledge your mutual understanding of, and agreement to, each of the following important points.

Item
<p>1. Accreditation, Certification, and Licensure: The School is institutionally accredited by The Higher Learning Commission (HLC) and a member of the North Central Association of Colleges and Schools, a regional accrediting agency recognized by the United States Department of Education (USDE). This indicates that the School substantially meets or exceeds the stated criteria of education quality established by HLC and approved by the USDE. The USDE recognition of institutional accreditation by HLC, entitles the School to offer Title IV Financial Assistance to students who qualify. Individual programs may also be programmatically accredited by outside agencies. Programmatic accreditation may enhance employment opportunities or allow graduates to sit for some credentialing or licensure exams upon graduation. No one at the School, including my admissions advisor, has made any representations or guarantees regarding accreditation other than what has been provided to me in writing by the School in the School Catalog and/or a separate disclosure. I understand that there may be certification and/or licensure exams that individuals in my particular field may take after graduation. However, no one at the School represented, implied, or guaranteed that I will be eligible for or will successfully pass any applicable certification or licensure exams, or obtain a particular credential upon graduation, other than the degree, certificate or diploma conferred upon successful completion of my program. I understand that further study or experience may be required to be eligible to take certain exams or receive certain credentials, and that I may have to successfully pass such exams or receive such credentials in order to obtain certain employment.</p>
<p>2. Transfer of Credits and Recognition of Degrees: Every institution has its own rules regarding transferability of credits and recognition of coursework/degrees from another institution. The awarding of credit for and recognition of coursework/degrees completed at any other institution is at the sole discretion of the receiving institution. No one at the School implied or made any representation or guarantee that coursework completed at another institution would transfer to the School. Additionally, no one at the School implied, promised, or guaranteed that any credits earned at the School will transfer to or be accepted by any other institution. I understand there is a meaningful possibility that some or all credits earned at the School will not transfer to or be recognized by other institutions, and that it is my responsibility to find out in advance of enrollment whether a different institution will recognize coursework/degrees or accept credits earned at the School.</p>
<p>3. Degree Award: The School Catalog outlines the type of credential I will receive upon successfully completing all listed graduation requirements for my chosen program. I acknowledge that it is my responsibility to read the School Catalog and confirm what degree I will receive upon graduation.</p>
<p>4. Changes in Curriculum: I understand that as programs are modified and updated to meet the needs of the students and industry, the School may choose to change or terminate courses or times and methods offered. I also understand that the courses I intend to take, the times courses are offered, or the instructors teaching the courses may be changed or modified while I am attending the School.</p>
<p>5. Academic Standards: My admissions advisor explained that the School has academic standards that I must meet or exceed in order to progress in my program. I understand that I will be required to participate in the classroom, complete homework assignments, and meet deadlines in order to remain enrolled at the School.</p>
<p>6. Attendance/Course Participation: My admissions advisor explained that the School's attendance/course participation policy is detailed in the School Catalog and that I am required to read it and abide by it. I understand my education may be interrupted or terminated should I fail to comply with the attendance/course participation policy, and that my failure to attend classes (or participate online) in accordance with the policy may result in a failing grade in or withdrawal from class. I understand that I may be required to retake any failed or withdrawn course at an additional cost and, if I am required to retake any course, my date of graduation will likely be extended. I also understand that if I am withdrawn from the program, I may be required to reapply for admission and acceptance will be based on my eligibility at that time.</p>
<p>7. Catalog Acknowledgement: My admissions advisor explained that the School Catalog contains a description of policies, rules, and other important disclosures and information about the School and the educational programs offered. I acknowledge that I have received a copy of the current School Catalog in one of the following formats: printed (hard copy), CD-ROM, or downloaded from the School's website. I agree to review it and ask any questions I may have and, unless I notify you otherwise, agree to comply with all School policies and procedures contained within.</p>
<p>8. Code of Conduct: Each student has the responsibility to refrain from any behavior that detracts from the reputation, safety and security of the School. This requires that students cooperate and comply with the School's policies as reflected in the School Catalog, as well as with respect to local, state and federal laws and regulations. My admissions advisor explained and I understand that if I fail to comply with the School's policies and procedures or with any local, state or federal law or regulation, I may be subject to disciplinary action, up to and including dismissal from the School.</p>
<p>9. Grievance Procedure: I understand that the School Catalog and Enrollment Agreement contain the procedures for resolving any grievance I may have with the School, and I have read and understand these procedures.</p>
<p>10. Financial Responsibility: I understand that I may qualify for student loans and/or grants depending upon the financial information that I provide. Any substantive discussions regarding financial aid are conducted with financial aid personnel. No one at the School guaranteed that I will receive any loans or grants, or the amount or terms of any loans or grants. I further understand that if I receive loans, I will be responsible for repaying the loans. I also understand that no one at the School is a financial advisor and no one has made any representations about my ability to repay my loans after graduation. I further understand that I must pay for education charges according to my agreed upon terms and that a delinquent tuition account may be grounds for dismissal and may cause the lender(s) to pursue legal remedies against me and/or any of my co-borrowers. Finally, I understand that education charges are subject to change by the School.</p>
<p>11. Employment Opportunities: Graduates/completers from the School who obtain employment after graduation typically start out in an entry-level position. Employment, career advancement, and the success or satisfaction of an individual student are not guaranteed and depend on a variety of factors including, without limitation, my abilities, my personal efforts, the economy, and my employer. Career advancement assistance for a specific industry position may be enhanced by the education received but will depend on my abilities, attitude, and prior relevant experience as well as the economy and local job market.</p>

Item
<p>12. Criminal Background Checks/Medical Testing: Companies, agencies or institutions that accept students for potential employment may conduct a criminal and/or personal background check. I understand that students with backgrounds that include criminal conduct (e.g., misdemeanor or felony charges or convictions, including those that involve dishonesty or are drug related) or financial issues, such as bankruptcy, may not be accepted by these companies, agencies, or institutions for employment following completion of the program. I also understand that some employers may require candidates to submit to a drug test. I understand that a medical condition or past drug use may prevent a student from obtaining employment. My admissions advisor encouraged me to discuss any questions regarding how these issues may affect my future employment with the Career Services department prior to beginning my program.</p>
<p>13. Career Services: My admissions advisor explained that the School will offer career services assistance as described in the School Catalog. However, I understand that my career success will depend largely on the effort I put into my studies, my job search efforts, my experience and my attitude. My admissions advisor also explained that the School does not and cannot guarantee employment. I acknowledge that no one at the School made any promises or guarantees regarding employment.</p>
<p>14. Salaries: Any information provided by the School regarding salaries is for general information purposes only. The School does not make any representations or claims to prospective or current students regarding the starting salaries of graduates or the starting salaries of jobs in any field of employment. The salaries that may be earned by any particular graduate/completer are subject to many variables including, among other things, the student's abilities, efforts, and prior relevant experience as well as the needs in the industry, the economy, and the local job market for the employment and freelance opportunities sought by the student. By signing this form, I confirm that I have not been promised anything about salaries and that I have not relied on anything I heard or read from the School regarding anticipated salaries in deciding to enroll at the School.</p>
<p>15. Graduation and Employment Rate: I acknowledge being informed that the following documents are available on the School website: the Graduation Rates Disclosure Form and the Employment Rates Disclosure Form. I also acknowledge that no one at the School provided, and I have not relied and will not rely upon, any graduation, employment, or placement rates or information different than the information in these Disclosure Forms. I further acknowledge that the disclosed rates reflect historical outcomes and should not be relied on by anyone as an implicit or explicit representation or promise of future outcomes or employability for any student following completion of a program of study. I understand that numerous individual and market factors contribute to the likelihood of me securing a job after graduation and the School has little or no control over many of these factors and, thus, cannot guarantee or estimate the likelihood of employment to me.</p>
<p>16. Proof of High School Graduation/Equivalency: [Undergraduate Programs Only] I understand that the School requires all prospective students to have graduated from high school or its equivalency (GED). I agree to produce either proof of high school graduation or its equivalency in accordance with the requirements set forth in the School Catalog. Failure to abide by the requirements in the catalog will result in dismissal from School.</p>
<p>17. Binding Arbitration and Waiver of Jury Trial: I understand that my Enrollment Agreement contains an arbitration provision that provides for the arbitration of any dispute arising out of or relating to my recruitment, enrollment, attendance, education, financial aid or career service assistance, no matter how described, pleaded, or styled under certain circumstances. The terms of the arbitration provision are laid out in my Enrollment Agreement, and I have read and understand them, and agree to them.</p>

☐ By checking this box, I acknowledge that

- I have read and fully understand the statements contained in this disclosure form. I further understand that the School is relying on my acknowledgement, understanding, and truthful representation in making its decision to enroll me at the School.
- The information contained in this disclosure form supersedes all prior or contemporaneous verbal or written statements and agreements that may have been made by the School or any employees of the School regarding the subject matters set forth in the disclosure form.
- I will not start any class at the School until I am completely satisfied that my understanding of the disclosures concerning the School, its programs, and outcomes is entirely consistent with all of the statements contained in this disclosure form.\
- I understand that the School does not guarantee employment or salary.

☐ By checking this box, I acknowledge and represent that my discussions with the admissions advisor were entirely consistent with the above disclosures.

Printed Name of Student

Student Signature

Date

Student Name: _____

By my signature below, I acknowledge and represent that my discussions with the Student were entirely consistent with the above disclosures.

Printed Name of Admissions Advisor

Admissions Advisor Signature

Date

**Argosy University,
2015-2016 Academic Catalog,
Section 2: Institutional Policies**

Available at

<http://catalog.argosy.edu/content.php?catoid= 58&navoid=10953>

2015-2016 Argosy University Academic Catalog—Undergraduate Programs | Volume 6, Issue 2

Argosy University

Section Two, Institutional Policies

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Academic and Professional Standards

Each campus of Argosy University is committed to developing professionals who demonstrate high levels of integrity. All programs have been designed to be challenging and demanding. They require that students continually apply themselves to their academic program over an extended period of time.

Argosy University closely monitors student academic progress. Aspects of students' personal adjustment, interpersonal relationships, and behavior in all settings are relevant to student progress. Argosy University strives to ensure that students realize their potential to become competent and ethical professionals.

Argosy University requires that all students meet the standards of the profession for which they are preparing. Students are expected to conduct themselves in a manner consistent with professional ethics at all times. Professional conduct requires the faithful discharge of all responsibilities undertaken during clinical training, field training, practicum, and internships, as well as the maintenance of respectful interpersonal relationships with all individuals.

Copyright and Intellectual Property Policy

The unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject students and individuals to civil and criminal liabilities. Almost all of the music, movies, television shows, software, games and images found on the Internet are protected by federal copyright law. The owner of the copyright in these works has the right to control their distribution, modification, reproduction, public display and public performance. It is therefore generally illegal to use file sharing networks to download and share copyrighted works without the copyright owner's permission unless "fair use" or another exemption under copyright law applies.

Fair use under the federal Copyright Act allows the use without permission of copyrighted material for the purpose of criticism, comment, news reporting or teaching under certain limited circumstances. There is no blanket exception from liability for students or employees of educational university, however, and whether the use of copyrighted material without permission falls with "fair use" or one of the other exceptions in the Act depends on a very detailed, case-by-case analysis of various factors. Students should be aware that sharing music, videos, software and other copyrighted materials is very likely not to be considered a "fair use" and therefore may be a violation of the law. A violation of Argosy University's policy for use of its information technology system can result in termination of network access for the student

and/or other disciplinary action including removal of the student from Argosy University.

Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at www.copyright.gov.

Argosy University’s policies in regard to copyright infringement via the Internet prohibit the illegal downloading or unauthorized distribution of copyrighted materials using the Argosy University’s information technology system. Argosy University’s policies prohibit use of Argosy University’s computer network to engage in illegal copying or distribution of copyrighted works such as by unauthorized peer-to-peer file sharing (i.e., the sharing of copyrighted works, typically in digital or electronic files) without permission.

Faculty members sign, and are expected to adhere to, the terms of Argosy University’s copyright and patent policy. This policy provides for the sharing of the proceeds of discovery, subject to current laws and regulations. Of particular interest to faculty is the policy on royalties on publications or materials authored by faculty members. Argosy University encourages publication and work in their field by faculty and allows faculty to keep copyrights on materials, except in the case of works:

- Commissioned by Argosy University.
- Developed on University time.
- Accomplished under letter of appointment and grants where copyright specifications are delineated.
- Completed under agreements made in advance between the author and Argosy University.

Faculty members should inform the Human Resources Department if they have any patents or copyrights pending.

Argosy University complies with the copyright laws as applied to proprietary schools. Using and/or photocopying copyrighted material without permission in projects by faculty, students, and staff are prohibited. Faculty members are required to instruct students in the proper use of licensed materials in their works and are charged with the responsibility of monitoring the work of students to ensure that they use only licensed materials in their projects. This standard applies to printed, web-published, audio, and video materials, as well as to computer software.

There are no explicitly defined specifications as to what may constitute fair use, but the following four factors must be considered:

- The purpose and character of the use, including whether the use is for commercial or non-profit educational use.
- The nature of the copyrighted work being used.
- The nature and the amount and substantiality of the material used.
- The effect of use on the actual or potential market for value of the work.

When in doubt as to whether using material is a copyright infringement, faculty members should consult with their program chairs or obtain written permission from the copyright holder. In some cases, the program chair may seek guidance from other Argosy University administrators and/or EDMC legal support.

Outcomes Assessment

Argosy University is committed to a process of continuous improvement in all operations of the institution, especially those related to improvements in student academic achievement. Using both direct and indirect measures, Argosy University regularly and formally assesses student learning on program outcomes which have been developed by faculty to reflect the skills, knowledge bases, and behaviors required of the profession, the accreditation standards where applicable, and the disciplines in which the degrees are offered. Argosy University also evaluates student perceptions of the services provided to support student learning. In addition to the ongoing assessment of individual students, these assessment and evaluation strategies occur at the class, program, campus, college, and institutional levels.

Argosy University believes that such ongoing analyses of students' learning are central to the efficacy of its educational services and programs. The integration of the collective data and results generated by these assessment strategies form a significant portion of the information used to evaluate individual student and programmatic

success in Argosy University's programs. Further, this educational input on the outcomes of student learning and the various educational processes furnishes critical feedback to Argosy University's planning process that closes the institutional effectiveness loop and is used on an ongoing basis to continuously enhance the quality of student learning at Argosy University.

Students should anticipate participating in a wide array of evaluation and assessment procedures throughout their educational careers. Students are expected to enter into these procedures openly and honestly in an effort to assist Argosy University in its continuous improvement processes.

Institutional Learning Outcomes for Argosy University

Approved April 17, 2012

1. Analytical Reasoning

Analyze issues objectively, interpret and synthesize data and ideas, and develop feasible, flexible, and creative solutions to real world problems.

2. Effective Communication

Identify audiences, assess information provided, interpret needs, and present relevant information using appropriate written, oral, and listening skills and media to meet the needs of the situation.

3. Information Competency

Gather, evaluate, and ethically use information from a variety of relevant technological and library resources to make decisions and take action.

4. Interpersonal Effectiveness

Develop individual and group interpersonal skills to improve and foster participation and interaction critical for achieving individual and group goals.

5. Personal and Professional Integrity and Ethical Behavior

Demonstrate a multi-dimensional awareness of individual and social responsibility to act ethically and with integrity in a diverse, global society.

6. Professional Competence

Apply skills appropriate to program objectives and employ critical reasoning to contribute to one's field and profession.

Philosophy of Education

The primary objective of Argosy University is to educate and prepare students for careers in professional fields. To achieve this, each campus provides an environment that integrates theory, training, research, and applications of the discipline. A faculty composed of individuals who are both practitioners and scholars guide students through coursework to enable them to meet the standards of their professions. Students are educated through training and practical experiences appropriate to their discipline, as well as through the study of a comprehensive academic curriculum.

Commitment to Diversity

Argosy University prepares students to serve populations with diverse social, ethnic, economic, and educational experiences. Both the academic and experiential curricula are designed to provide an environment in which students can develop the skills and attitudes essential to working with people from a wide range of backgrounds.

Non-Discrimination Policy

Argosy University does not discriminate or harass on the basis of race, color, national origin, sex, gender, sexual orientation, gender identity or expression, disability, age, religion, genetic marker, veteran's status or any other characteristic protected by state, local or federal law, in our programs and activities. Argosy University provides reasonable accommodations to qualified individuals with disabilities. Argosy University will not retaliate against persons bringing forward allegations of harassment or discrimination.

Each campus has designated a staff member to handle inquiries and coordinate individual campus compliance efforts regarding the non-discrimination policy. See [Appendix IV, Argosy University Campus Locations](#), for the phone number information for the Director of Student Services for each campus.

Student Grievance Procedure for Internal Complaints of Discrimination and Harassment

Students who believe they have been subjected to discrimination or harassment (other than sexual harassment) in violation of the Non-Discrimination Policy should follow the procedure outlined below. (Please note that students who believe they have been subjected to sexual harassment should follow the reporting process in the

Sexual Misconduct and Relationship Violence Policy.) This complaint procedure is intended to provide a fair, prompt and reliable determination about whether the Argosy University Non-Discrimination Policy has been violated.

1. Complainants are encouraged to file a complaint as soon as possible after an alleged incident of discrimination has occurred. Any student who chooses to file a discrimination complaint should do so either with the Vice President of Academic Affairs or with the Director of Student Services. Online students should file complaints with studentcomplaints@argosy.edu. The complaint should be presented in writing and it should describe the alleged incident(s) and any corrective action sought. The complaint should be signed by the complainant.
 1. The Director of Student Services or designee or Vice President of Academic Affairs will investigate the allegations. Both the accuser and the accused are entitled to have others present during a disciplinary proceeding. Both will be informed of the outcome of any campus disciplinary proceeding. For this purpose, the outcome of a disciplinary proceeding means only Argosy University's final determination with respect to the alleged offense and any sanction that is imposed against the accused. Both the complainant and the accused will have the opportunity to meet and discuss the allegations with the investigator and may offer any witnesses in support of their position to the investigator during the course of the investigation. A student may be accompanied during investigation meetings and discussions by one person (family member, friend, etc.) who can act as an observer, provide emotional support, and/or assist the student in understanding and cooperating in the investigation. The observer may not be an attorney, unless otherwise required by local law. Imposed restrictions on the ability of lawyers to speak or otherwise participate in the proceedings apply equally to all parties. The investigator may prohibit from attending or remove any person who disrupts the investigation in the investigator's sole discretion.
2. The student who made the complaint and the accused shall be informed promptly in writing when the investigation is completed, no later than 45 calendar days from the date the complaint was filed. The student who made the complaint shall be informed if there were findings made that the policy was or was not violated and of actions taken to resolve the complaint, if any, that are directly related to him/her, such as an order that the accused not contact the student who made the complaint. In accordance with institutional policies protecting individuals' privacy, the student who made the complaint may generally be notified that the matter has been referred for disciplinary action, but shall not be informed of the details of the recommended disciplinary action without the consent of the accused.
3. The decision of the Director of Student Services or the Vice President of Academic Affairs may be appealed by petitioning the Campus President's office. The written appeal must be made within 20 calendar days of receipt of the determination letter. The President or his/her designee, will render a written decision on the appeal within 30 calendar days from the receipt of the appeal. The Campus President's decision shall be final.

4. Argosy University will not retaliate against persons bringing forward allegations of harassment or discrimination.
5. Matters involving general student complaints will be addressed according to the “[Student Complaint Procedure](#),” a copy of which can be found in the Academic Catalog.
6. For more information about your rights under the federal laws prohibiting discrimination, please contact the Office for Civil Rights at the U.S. Department of Education at <http://www2.ed.gov/about/offices/list/ocr/index.htm>.

If you follow this complaint procedure and still feel dissatisfied with the results, you may send a written copy of the complaint to the state agency that has oversight of Argosy University in your state. See “[Unresolved Disputes](#)” under [Section Four, Student Rights and Responsibilities](#).

Right to Change Requirements

Argosy University reserves the right to change the policies contained within this catalog from time to time. Accordingly, although notice is not required for a new policy to take effect, Argosy University will make reasonable attempts to notify students promptly of any policy changes through Web site or email postings, or other methods deemed appropriate by university administration.

Students will follow the degree requirements in effect at the time of their matriculation. However, a student who changes degree programs or fails to maintain continuous enrollment with an absence greater than one year (see “[Readmission Process after Withdrawal/Dismissal](#)” in [Section Five, Admission Policies](#)) will be required to follow the Academic Catalog in effect at the time of matriculation. Furthermore, requirements of government agencies, accreditation agencies, and other regulatory bodies may influence a student’s degree requirements. Possible changes include, but are not limited to, graduation requirements, admission requirements, tuition, fees, curricula, and course content. Students are responsible for making themselves aware of any changes.

Licensing/Registering/Certification

Argosy University does not guarantee third-party licensing/registering/certification. Outside agencies control the requirements for taking and passing licensing/registering/certification exams and are subject to change without notice to Argosy University.

Disability Services

Argosy University provides accommodations to qualified students with disabilities. The Disability Services office assists qualified students with disabilities in acquiring reasonable and appropriate accommodations and in supporting equal access to services, programs and activities at Argosy University.

Students who seek reasonable accommodations should notify the Disabilities Services Coordinator at their Argosy University campus of record of their specific limitations and, if known, their specific requested accommodations. Students will be asked to supply medical documentation of the need for accommodation. Classroom accommodations are not retroactive, but are effective only upon the student sharing approved accommodations with the instructor. Therefore, students are encouraged to request accommodations as early as feasible with the Disability Services Coordinator to allow for time to gather necessary documentation. If you have a concern or complaint in this regard, please contact the Director of Student Services. See [Appendix IV, Argosy University Campus Locations](#), for the telephone number for the Director of Student Services for each campus. Complaints will be handled in accordance with Argosy University's [Student Grievance Procedure](#) for [Internal Complaints of Discrimination and Harassment](#) under [Section Two, Institutional Policies](#).

Disability Services Accommodations for Pregnant Students

Argosy University complies with Title IX's requirement that pregnant students are not discriminated against or penalized because of their pregnancy or related condition (including recovery from childbirth). At the same time, Argosy University will not presume that a pregnant student is unable to attend classes due to pregnancy.

To ensure all pregnant students' access to its educational programs, Argosy University will make reasonable adjustments to the regular program that is responsive to the student's temporary pregnancy status. For example, depending on the student's needs and requests, the university may provide a larger desk, allow frequent trips to the bathroom, or permit temporary access to elevators. Similarly, students will not be penalized for absences that were medically necessary due to pregnancy or pregnancy-related conditions. For example, an instructor may not refuse to allow a student to submit work after a deadline that she missed because of absences that were medically necessary due to pregnancy or childbirth. Additionally, if an instructor's grading is based in part on class attendance or participation, the student's attendance and participation will be adjusted to account for medically necessary pregnancy-related absences. In the event a student's pregnancy or related condition necessitates a leave from school, she will be allowed to earn the credits missed due to these medically necessary pregnancy-related absences so that she can be reinstated to the status she had before the leave.

As with students who seek exceptions or accommodations for medical reasons, Argosy University requires a pregnant student or student who has given birth to submit

evidence that the exceptions or accommodations are medically necessary.

The Family Educational Rights and Privacy Act of 1974

The Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) sets out requirements designed to afford students certain rights with respect to their education records. In addition, it puts limits on what information Argosy University may disclose to third parties without receiving prior written consent from the student.

I. Procedure to Inspect Education Records

Students have the right under FERPA to inspect and review their education records. A student who wishes to inspect and review his/her records should submit a written request to the Director of Student Services (See [Appendix IV, Argosy University Campus Locations](#), for the telephone number for the Director of Student Services for each campus.). The request should identify as precisely as possible the records the student wishes to inspect. If the requested records are subject to inspection and review by the student, arrangements for access will be made within a reasonable period of time but in no case more than 45 days after the request was made, and the student will be notified of the time and place where the records may be inspected. The university may require the presence of a university official during the inspection and review of a student's records.

Certain limitations exist on a student's right to inspect and review their own education records. Those limitations include, for example, the following: (i) financial information submitted by parents; (ii) confidential letters and recommendations placed in their files prior to January 1, 1975; (iii) confidential letters and recommendations placed in their files after January 1, 1975 to which the student has waived his or her right to inspect and review and that are related to the student's admission, application for employment or job placement, or receipt of honors. In addition, the term “education record” does not include certain types of records such as, by way of example, records of instructional, supervisory, administrative, and certain educational personnel that are in the sole possession of the maker thereof, and are not accessible or revealed to any other individual except a substitute.

When a record contains personally identifiable information about more than one student, the student may inspect and review only the information that relates to him/her personally.

II. Disclosure of Educational Records

Argosy University generally will not permit disclosure of personally identifiable information from the records of a student without prior written consent of the student.

Personally identifiable information is disclosed (some items are mandatory, some discretionary) from the records of a student without that student's prior written consent to the following individuals or institutions or in the following circumstances:

1. To Argosy University officials who have been determined by the university to have legitimate educational interests in the records. A university official is

- a. a person employed by the school or its corporate parent in an administrative, supervisory, academic or research, or support staff position. This includes, but is not limited to human resources and accounting staff for purposes of the tuition reimbursement plan; or
- b. a person employed by or under contract to the university to perform specific tasks, such as an auditor, consultant, or attorney, a person on the Board of Trustees, or a student serving on an official committee or assisting another university official.

Any university official who needs information about a student in the course of performing instructional, supervisory, advisory, or administrative duties for Argosy

University has a legitimate educational interest.

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2. To certain officials of the United States Department of Education, the Comptroller General of the United States, the Attorney General of the United States, and state and local educational authorities in connection with state or federally supported educational programs.

3. In connection with the student's request for, or receipt of, financial aid necessary to determine the eligibility, amounts or conditions of financial aid, or to enforce the terms and conditions of the aid.

4. To organizations conducting certain studies for or on behalf of the university.

5. To accrediting commissions or state licensing or regulatory bodies to carry out their functions.

6. To parents of a dependent student, as defined in Section 152 of the Internal Revenue Code.

7. To comply with a judicial order or lawfully issued subpoena.

8. To appropriate parties in health or safety emergencies.

9. To officials of another school in which a student seeks or intends to enroll.

10. To an alleged victim of a crime of violence or a nonforcible sexual offense, the final results of the disciplinary proceedings conducted by the university against the

alleged perpetrator of that crime or offense with respect to that crime or offense.

11. To persons in addition to the victim of a crime of violence or nonforcible sexual offense, the final results of the disciplinary proceedings described in paragraph 10 above but only if the university has determined that a student is the perpetrator of a crime of violence or non-forcible sexual offense, and with respect to the allegation made against him or her, the student has committed a violation of the institution's rules or policies. (The university, in such instances, may only disclose the name of the perpetrator — not the name of any other student, including a victim or witness — without the prior written consent of the other student(s)).
 - a. Both the accuser and the accused must be informed of the outcome of any institutional disciplinary proceeding brought alleging a sex offense. Compliance with this paragraph does not constitute a violation of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g). For the purpose of this paragraph, the outcome of a disciplinary proceeding means only the institution's final determination with respect to the alleged sex offense and any sanction that is imposed against the accused
12. To a parent regarding the student's violation of any federal, state, or local law or of any rules or policy of the university governing the use or possession of alcohol or a controlled substance if the school determines that the student has committed a disciplinary violation with respect to that use or possession, and the student is under 21 at the time of the disclosure to the parent.
13. Directory information (see Section IV below).
14. Student Recruiting Information as requested by the U.S. Military. Student recruiting information includes ONLY: name, address, telephone listing, age or date of birth, class level, academic major, place of birth, degrees received and most recent educational institution attended. It does not include and Argosy University will not provide: social security numbers, race, ethnicity, nationality, GPA, grades, low performing student lists, religious affiliation, students with loans in default, veteran's status, students no longer enrolled. Students who opt out of the directory also opt out of student recruiting information.

III. Record of Requests for Disclosure

Except with respect to those requests made by the student themselves, those disclosures made with the written consent of the student, or to requests by or disclosures to Argosy University officials with legitimate educational interests and disclosures of directory information (or other exceptions described in the applicable regulations), Argosy University will maintain a record indicating the parties who have requested or obtained personally identifiable information from a student's education records and the legitimate interests those parties had in requesting or obtaining the information. This record may be inspected by the student.

IV. Directory Information

Argosy University designates the following information as directory information. (Directory information is personally identifiable information which may be disclosed without the student's consent):

1. Student's name
2. Address: Local, email and Web site
3. Telephone number (local)
4. Date and place of birth
5. Program of study
6. Participation in officially recognized activities
7. Dates of attendance
8. Degrees and certificates awarded
9. Most recent previously attended school
10. Photograph of the student, if available
11. Enrollment status (i.e., enrolled, continuing, future enrolled student, reentry, leave of absence, etc.)
12. Student honors and awards received
13. The height and weight of athletic team members

Notice of these categories and of the right of an individual in attendance at Argosy University to request that his/her directory information be kept confidential will be given to the student annually. Students may request nondisclosure of student directory information by specifying nondisclosure, in writing, to the campus director of Student Services or Registrar (see [Appendix IV, Argosy University Campus Locations](#), for the address and phone numbers of the Director of Student Services for each campus). Failure to request nondisclosure of directory information will result in routine disclosure of one or more of the above-designated categories of personally identifiable directory information.

V. Correction of Educational Records

Students have the right under FERPA to ask to have records corrected which they believe are inaccurate, misleading, or in violation of their privacy rights. The following are the procedures for the correction of records:

1. A student must ask the campus director of Student Services or Registrar to amend a record. As part of the request, the student should identify the part of the record they want to have changed and specify why they believe it to be inaccurate, misleading, or in violation of his/her privacy rights.
2. Argosy University may either amend the record or decide not to amend the record. If it decides not to amend the record, it will notify the student of its decision and advise the student of the right to a hearing to challenge the information believed to be inaccurate, misleading, or in violation of the student's privacy rights.
3. Upon request, Argosy University will arrange for a hearing and notify the student reasonably in advance of the date, place, and time of the hearing. The hearing will be conducted by an individual who does not have a direct interest in the outcome of the hearing. That individual may be an official of Argosy University. The student shall be afforded a forum for the opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records. The student may be assisted by other people, including an attorney.
4. Argosy University will prepare a written decision based solely on the evidence presented at the hearing. The decision will include a summary of the evidence, and the reasons for the decision.
5. If, as a result of the hearing, Argosy University decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it will (a) amend the record accordingly; and (b) inform the student of the amendment in writing.
6. If, as a result of the hearing, Argosy University decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights the student, it shall inform the student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school.
7. If a statement is placed in the education records of a student under paragraph 6 above, Argosy University will:
 - a. maintain the statement with the contested part of the record for as long as the record is maintained; and
 - b. disclose the statement whenever it discloses the portion of the record to which the statement relates.

VI. Student Right to File Complaint

A student has the right to file a complaint with the United States Department of Education concerning alleged failures by Argosy University to comply with the requirements of FERPA. The name and address of the governmental office that administers FERPA is:

Family Policy Compliance Office

United States Department of Education

400 Maryland Avenue, S.W.

Washington, DC 20202 – 4605

Graduation/Completion Rates

According to regulations published by the Department of Education based on the Student Right-to-Know act, the graduation/completion rates for first time, full-time students who entered school and graduated/completed within 150% of the normal time to complete the program, as published in the catalog, must be made available to current and prospective students. This information may be obtained in the Admissions Office or in the Consumer Information section of the school's website. According to regulations published by the US Department of Education, the retention rate of certificate or degree seeking first time, undergraduate students must be made available to all enrolled students and prospective students. This information may be obtained in the Student Services department or in the Consumer Information section of the school's website.

Jury Waiver and Agreement to Binding, Individual Arbitration

Student and Argosy University irrevocably waive our rights to a trial by jury and agree instead that any and all disputes, no matter how described, pleaded or styled, between me and Argosy University including its parent and past and present affiliates, employees, agents, and lenders) or related to any aspect of my relationship with or any act or omission by Argosy University ("Claim") shall be resolved by individual binding arbitration, conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and applicable Supplementary Procedures for Consumer-Related Disputes ("AAA Rules") and in accordance with the terms of this Jury Waiver and Agreement to Binding, Individual Arbitration ("Arbitration Agreement"). Student can obtain a copy of the AAA Rules at www.adr.org or by calling

1-800-778-7879. This Arbitration Agreement, however, does not modify Student's right, if any, to file a grievance with any state educational licensing agency or accrediting body.

Student is strongly encouraged to first attempt to resolve the Claim by using the General Student Complaint Procedure outlined in the Catalog.

Neither party shall file or maintain any lawsuit in court against the other, and any suit filed in violation of this Arbitration Agreement shall be dismissed by the court in favor of arbitration conducted pursuant to this Arbitration Agreement. The parties agree that the moving party shall be entitled to an award of costs and fees of compelling arbitration.

The arbitration shall take place before a single, neutral arbitrator in the federal judicial district in which Student resides, unless the parties agree otherwise.

Student will be responsible for paying a portion of the AAA filing fee at the time his/her Claim is filed in an amount equal to \$200 or the applicable filing fee of the court of general jurisdiction in the district/circuit near me, whichever fee is less. The parties shall bear the expense of their own attorneys, experts and witnesses, unless the applicable law provides, and the arbitrator determines, otherwise.

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Student agrees not to combine or consolidate any Claims with those of other students, such as in a class or mass action, or to have any Claims be arbitrated or litigated jointly or consolidated with any other person's claims. Further, the parties agree that the arbitrator shall have no authority to join or consolidate claims by more than one person. **I understand that I may opt out of this single-case provision by delivering via certified mail return receipt a written statement to that effect**

to the Vice President and Senior Counsel of Argosy University /EDMC at 210 Sixth Avenue, Suite 3300 Pittsburgh, PA 15222 within 30 days of my first execution of an Enrollment Agreement.

The Federal Arbitration Act (FAA), including all its substantive and procedural provisions, and related federal decisional law shall govern this Arbitration Agreement to the fullest extent possible. All determinations as to the scope, enforceability, validity and effect of this Arbitration Agreement shall be made by the arbitrator, and not by a court. However, any issue concerning the validity of paragraph 5 above must be decided by a court, and an arbitrator does not have authority to consider the validity of paragraph 5. If for any reason, paragraph 5 is found to be unenforceable, any putative class or mass action may only be heard in court on a non-jury basis and may not be arbitrated under this Agreement.

The arbitrator shall have the power to award any remedy that directly benefits the parties to this Arbitration Agreement (provided the remedy would be available from a

court under the law where the Arbitration Agreement was executed) but not the power to award relief for the benefit of anyone not a party to this Arbitration Agreement.

Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Notwithstanding any provision in the Catalog or Enrollment Agreement, this Arbitration Agreement shall not be modified except by written agreement signed by both parties. Any or all of the provisions set forth in this Arbitration Agreement may also be waived by the party against whom the Claim is asserted, but such waiver shall be in writing, physically signed (not merely electronically signed) by the party waiving, and specifically identify the provision or provisions being waived. Any such waiver shall not waive or affect any other portion of the Arbitration Agreement.

This Arbitration Agreement shall survive the termination of Student's relationship with Argosy University.

If any part(s) of this Arbitration Agreement are found to be invalid or unenforceable, then such specific part(s) shall be of no force and effect and shall be severed, but the remainder of the Arbitration Agreement shall continue in full force and effect.

STUDENT UNDERSTANDS AND ACKNOWLEDGES THAT S/HE IS WAIVING HIS/HER RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS PROVIDED IN THE AAA RULES), AND TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT. FURTHER, STUDENT UNDERSTANDS AND ACKNOWLEDGES THAT S/HE WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ACTION AGAINST Argosy University.

Notice of Argosy University Policies to Comply with the Higher Education Opportunity Act of 2008

The unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject students and individuals to civil and criminal liabilities. Almost all of the music, movies, television shows, software, games and images found on the Internet are protected by federal copyright law. The owner of the copyright in these works has the right to control their distribution, modification, reproduction, public display and public performance. It is generally illegal therefore to use file sharing networks to download and share copyrighted works without the copyright owner's permission unless "fair use" or another exemption under copyright law applies.

Fair use under the federal Copyright Act allows the use without permission of copyrighted material for the purpose of criticism, comment, news reporting or teaching

under certain limited circumstances. There is no blanket exception from liability for students or employees of educational institutions, however, and whether the use of copyrighted material without permission falls within “fair use” or one of the other exceptions in the Act depends on a very detailed, case-by-case analysis of various factors. Students should be aware that sharing music, videos, software and other copyrighted materials is very likely not to be considered a “fair use” and therefore may be a violation of the law.

A violation of the institution’s policy for use of its information technology system can result in termination of network access for the student and/or other disciplinary action including removal of the student from the institution. Moreover, there are severe civil and criminal penalties for copyright infringement under federal law. A copyright owner is entitled to recover actual damages and profits resulting from an infringement, but also may recover statutory damages ranging from \$750 to \$30,000 per work for a non-willful infringement and up to \$150,000 for a willful infringement, even if there is no proof of actual damages, in addition to court costs and reasonable attorneys’ fees. The government also can file criminal charges that can result in fines and imprisonment.

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Argosy University’s policies in regard to copyright infringement via the Internet prohibit the illegal downloading or unauthorized distribution of copyrighted materials using the institution’s information technology system. Argosy University’s policies prohibit use of the Argosy University computer network to engage in illegal copying or distribution of copyrighted works such as by unauthorized peer-to-peer file sharing (i.e., the sharing of copyrighted works, typically in digital or electronic files), without permission.

**The Art Institute of Portland,
Enrollment Agreement
(Mar. 23, 2015)**

Available at

[http://content.artinstitutes.edu/assets/documents/portland/enrollment-
agreement.pdf](http://content.artinstitutes.edu/assets/documents/portland/enrollment-agreement.pdf)

Enrollment Agreement - All Programs



CREATIVITY for LIFE

Student ID# _____

Name _____
(Last Name) (First Name) (Middle)

Present Address _____
(Street or P.O. Box)

(City) (State / Province) (ZIP / Postal Code)

Telephone Home (____) _____ Business (____) _____

Email _____

1122 NW Davis St.
Portland, OR 97209-2911
Local: 503.228.6528
Fax: 503.227.1945
Email: aidadm@aai.edu
Web: www.artinstitute.edu/portland

Requested Start Date

☐ _____

Diploma Programs Credits: 42 Five 11-week quarters	<input type="radio"/> Art of Cooking	<input type="radio"/> Baking & Pastry
Tuition Per Credit	\$481	\$481
Application Fee	50	50
Tuition Deposit	100	100
Starting Kit	716.10	716.10
Digital Resource Estimate	700	700
Total Tuition & Fees: Diploma	21,768.10	21,768.10

*Total cost does not include quarterly lab fees of \$105 per 3 credit class and \$210 for 6 credit class.

Associate of Arts Programs Credits: 90 Six 11-week quarters	<input type="radio"/> Apparel Design	<input type="radio"/> Culinary Arts*	<input type="radio"/> Graphic Design	For All Programs 1. The Application Fee is paid by new and transfer students. The Application Fee is non-refundable. 2. The Tuition Deposit is due 10 days after the application has been submitted to The Art Institute. 3. The Starting Kit is optional and consists of the basic equipment and materials for beginning each program. A list of the components of the Starting Kit is provided to each enrolled student. Supply prices are estimated. 4. Based on current credit hour rate. Total cost will increase with each per credit hour tuition increase. 5. Monthly Supplies and Texts cost an average of \$150 per month for consumable supplies, textbooks, and equipment for each program are not included in total cost. 6. The Digital Resource Fees are calculated per course for the duration of the program, based on each course requiring digital resources. This fee is an estimate as not all courses require digital resources.
Tuition Per Credit	\$481	\$481	\$481	
Application Fee	50	50	50	
Tuition Deposit	100	100	100	
Starting Kit	512.97	716.10	403.81	
Digital Resource Estimate	1500	1500	1500	
Total Tuition & Fees: Diploma	45,452.97	45,656.10	45,343.81	

*Total cost does not include quarterly lab fees of \$105 per 3 credit class and \$210 for 6 credit class.

Bachelor of Science Programs Credits: 180 Twelve 11-week quarters	<input type="radio"/> Culinary Management* □Sustainability (Concentration)	<input type="radio"/> Design Management □Sustainability (Minor)	<input type="radio"/> Industrial Design □Sustainability (Minor)	<input type="radio"/> Visual & Game Programming
Tuition Per Credit	\$481	\$481	\$481	\$481
Application Fee	50	50	50	50
Tuition Deposit	100	100	100	100
Starting Kit	716.10	403.81	654.97	403.81
Digital Resource Estimate	3000	3000	3000	3000
Total Tuition & Fees: Diploma	90,446.10	90,133.81	90,384.97	90,133.81

*Total cost does not include quarterly lab fees of \$105 per 3 credit class and \$210 for 6 credit class.

Bachelor of Fine Arts Credits: 180 Twelve 11-week quarters	<input type="radio"/> Apparel Design □Sustainability (Minor)	<input type="radio"/> Digital Film & Video	<input type="radio"/> Fashion Marketing □Sustainability (Minor)	<input type="radio"/> Graphic & Web Design □Graphic Design (Track) □Web Design (Track) □Web Development (Track)	<input type="radio"/> Photography & Design	<input type="radio"/> Visual Effects & Motion Graphics
Tuition Per Credit	\$481	\$481	\$481	\$481	\$481	\$481
Application Fee	50	50	50	50	50	50
Tuition Deposit	100	100	100	100	100	100
Starting Kit	512.97	403.81	263.45	403.81	403.81	403.81
Digital Resource Estimate	3000	3000	3000	3000	3000	3000
Total Tuition & Fees: Diploma	90,242.97	90,133.81	89,993.45	90,133.81	90,133.81	90,133.81

Please visit our Student Consumer Information page to find the average time to completion for continuously enrolled students for each credential level offered. This data is available at the average credit load, full-time or at full load. Changing programs, beginning programs at the mid-term start date, taking remedial courses, taking time off from coursework, registering for fewer hours or unsuccessful attempts at course completion will increase the total length of the program and overall cost of education from what is disclosed. Transfer credits awarded toward your program will likely decrease the overall length and cost of education.

Student's Right to Cancel

You, the student, have the right to cancel this Agreement, including any equipment or other goods and services included in the Agreement, and receive a full refund (less the \$50 application fee and less a tuition deposit not to exceed \$100) until the end of the business day Friday during the first week of class. Your cancellation takes effect when you give written Notice of Cancellation to The Art Institute of Portland ("The Art Institute") at the address above. Please direct the Notice of Cancellation to the attention of the Director of Admissions. Any written expression that you wish not to be bound by this Agreement will serve as a Notice of Cancellation of this Agreement if provided to The Art Institute within the first week of class. If you mail your Notice of Cancellation to The Art Institute, it becomes effective as of the postmark, if properly addressed with proper postage. You are due a complete refund within 30 days after The Art Institute receives a valid Notice of Cancellation. However, if you have received any equipment or a Starting Kit, you must return it to The Art Institute within seven days of the date of the Notice of Cancellation. If you do not return it, The Art Institute may deduct the documented cost of the equipment or kit from the amount of the refund.

Student Acknowledgments

I have received and read a copy of The Art Institute's current catalog, the provisions of which I accept. I have read and understand all provisions of this Agreement, and I have been given a copy of it for my records. (Parents must also sign if you are under 18 years of age.) I understand that my enrollment and The Art Institute's obligations under this Enrollment Agreement (except the cancellation and refund provisions) may be terminated by The Art Institute if I fail to comply with The Art Institute's attendance, conduct, academic, and/or financial requirements. I understand that The Art Institute also reserves the right to cancel my enrollment if The Art Institute determines (1) that I have demonstrated poor academic potential (as determined by evaluation of transcript records, or any other academic evaluations deemed appropriate for the program selected), and/or (2) that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand that my financial obligations to The Art Institute must be paid in full before a degree may be awarded and before transcripts will be issued.

I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to The Art Institute.

The Enrollment Agreement and catalog, together with other published Art Institute policies, procedures, provisions of any attached rider(s) signed by me, student conduct codes, and separate student housing agreement, if any, shall constitute the entire agreement between me and The Art Institute. I understand and agree that they supersede any prior or contemporaneous oral or written agreements or statements, and may not be modified without the written agreement of The Art Institute President.

I also understand that this Agreement constitutes a binding contract upon acceptance in writing by The Art Institute. Any holder of this consumer credit contract is subject to all claims and defenses that 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. My signature below signifies that I have read and understand all aspects of this Agreement and do recognize my legal responsibilities in regard to this contract.

If I elect a financial aid plan, the plan will be in compliance with the Federal Truth in Lending retail installment requirements and the plan becomes a part of this Enrollment Agreement.

Student's Agreement

I understand that I am responsible for tuition and fees pertaining to the program's required course of study. The tuition and fees contained in this Enrollment Agreement are subject to change. The per credit hour rate is subject to an increase at least once per calendar year which will increase the total amount for the program. The adjustment to the per credit hour rate may occur before I begin classes and my program will be calculated using the new rate. Any changes to tuition and fees will be published to students. If I obtain a student loan, I am responsible for repaying the loan amount plus any interest. My signature certifies that I have read, understood and agreed to my rights and responsibilities; that I have read both sides of this Agreement, and that The Art Institute's cancellation and refund policies have been clearly explained to me, and that I have received a copy of this Agreement.

This is a legally binding agreement. Please do not sign this Enrollment Agreement before you read it in its entirety; both sides constitute the entire Enrollment Agreement. You will be given an exact copy of the Agreement you sign. Please note that the provisions of any attached rider(s) signed by you are also part of the Enrollment Agreement, which includes you signed financial plan. NOW, THEREFORE, HAVING READ AND RECEIVED A COPY OF THIS ENROLLMENT AGREEMENT AND INTENDING TO BE LEGALLY BOUND BY IT, THE PARTIES HAVE SIGNED THIS ENROLLMENT AGREEMENT ON THE DATE WRITTEN BELOW.

Student's Signature _____	Date _____	Signature of Authorized Art Institute Official _____	Date _____
Parent's or Guardian's Signature (if student is under 18 years of age) _____	Date _____		

See aipprograms.info for program duration, tuition, fees, and other costs, median salary data, alumni success and other important information.

WHITE - FILE YELLOW - SFS PINK - STUDENT

Lab Fees

Culinary Arts Lab Fees are currently \$105 per 3 credit class and \$210 per 6 credit class per quarter for the duration of the student's program.

Digital Resource Fees

The Digital Resource Fee includes the cost of the digital textbook as well as other digital resources which are integrated into the course and vary by program. The fee includes all applicable taxes. The Digital Resource Fee is \$50 for a course with a single digital resource in it, or \$75 for courses with multiple digital resources. Not all courses use digital resources. Courses that include an eBook will be noted in the registration material and the fee will be charged automatically in addition to tuition. If a course does not use eBooks, the student remains responsible for purchasing the required text and materials.

Length of Terms and Fees

The Art Institute academic terms are normally 11 weeks. The summer term may be 10 weeks. Session II starts are 5.5 weeks. The bachelor's degree day programs are 15 quarters; the bachelor's degree evening programs are 18 quarters, the associate's degree day programs are 9 quarters, and the associate's degree evening programs are 11 quarters. An Application Fee of \$50 is to be submitted with the Application for Admission. A tuition deposit of \$100 needs to be received by The Art Institute within 10 days after you have submitted the Application for Admission. The tuition charges shown are subject to adjustment each academic year. Any changes to tuition and fees will be published to students as they are made.

Refund Policy Prior to Matriculation, All Students

Applicants may cancel their enrollment in person or in writing before the beginning of classes. An applicant not requesting cancellation before the scheduled starting date indicated on his or her Enrollment Agreement will be considered a student.

1. All monies paid by applicants will be refunded if they are not accepted for admission, less the \$50 application fee.
2. Applicants requesting cancellation more than five (5) business days after signing this Enrollment Agreement (and making initial payment) but before the ninety (90) calendar days before the beginning of classes will receive a refund of all monies paid, less the \$50 application fee.
3. All tuition and fees paid by applicants will be refunded (less the \$50 application fee) if requested within three (3) business days after their first tour of the school and inspection of equipment or if requested within three (3) business days of the student's attendance at the regularly scheduled orientation program for their program, whichever is sooner.
4. Applicants who give less than ninety (90) calendar days' cancellation notice prior to start will be entitled to a refund of all monies paid by The Art Institute, less the \$50 application fee and \$100 tuition deposit.
5. Refunds will be made within thirty (30) calendar days after the applicant's student's request or within thirty (30) calendar days after his/her first scheduled class day, whichever is earlier.

Refund Policy After Matriculation, All Students

In the event of withdrawal by the student or suspension by The Art Institute from all courses registered during any quarter of study:

1. Prepaid tuition for any period beyond the student's current quarter will be refunded in full.
2. The student may officially withdraw from school by notifying the Office of the Registrar in person or in writing. The termination date will be the student's last date of attendance. If the student stops attending without notifying the Office of the Registrar, The Art Institute shall determine the date of withdrawal. This determination date will be considered the notification date for refunding purposes. Refunds due shall be paid within thirty (30) calendar days of the notification date, unless the student is withdrawing at the end of the quarter.
3. Refunds for a student notifying The Art Institute prior to the end of a quarter that he/she will be withdrawing at the end of that quarter will be paid within thirty (30) calendar days of the last day of that quarter.
4. For a student who attended a previous quarter of study and did not indicate that he/she was not returning, refunds will be made within thirty (30) calendar days of the first scheduled day of class in the quarter in which the student was expected to return.
5. The refund shall be paid to the student, unless payment to a lender or other entity is required by the terms of a student financial aid program in which the school participates.
6. In the event of a fully documented extreme illness or personal emergency that makes it impractical for the student to complete the quarter, The Art Institute may modify the tuition refund policy as deemed appropriate to the circumstances.
7. A separate lease agreement and refund policy exists for students who lease housing accommodations arranged by The Art Institute. The Art Institute reserves the right to accept no student payment, or any refund due a student, to any student financial liability.
8. Each academic quarter is eleven (11) weeks in duration. The calculation of refunds is based upon the last day of attendance within the quarter. Any portion of a week's attendance is considered a full week of attendance for refund purposes.
9. Session II academic terms are approximately five and one-half weeks in duration. The calculation of refunds is based upon the last day of attendance within the term. Any portion of a week's attendance is considered a full week of attendance for refund purposes. Information in the catalog or student handbook will apply except for the following changes specific to Session II classes: For students only scheduled to attend Session II, the add/drop period is two days from the start of Session II classes. If you drop or add one or more classes, your financial aid eligibility may change. Please see your Financial Aid Officer before you drop or add a class.
10. The Art Institute reserves the right to alter the refund policy. Students will be notified of any changes sixty (60) calendar days in advance of the effective date.

Return of Federal Title IV Aid

In compliance with Federal regulations, the school will determine how much Federal student financial assistance the student has earned or not earned when a student who is a Title IV recipient withdraws from school.

The school will calculate the percentage and amount of awarded Federal student financial assistance that the student has earned if the student withdraws up through the 60 percent point of the term or session if the student is only attending a session. If the student has completed more than 60 percent of the term, the student earns 100 percent of the Federal student financial assistance.

The amount earned will be based on the percentage of the term that was completed in days up to and including the last date of attendance. To calculate the amount earned, the school will determine the percentage by dividing the number of calendar days completed in the term up to and including the last date of attendance by the total number of calendar days in the term. If there is a scheduled break of five or more days, it will reduce the term length. If the scheduled break is before the student's last date of attendance, it will also reduce the calendar days completed. If the student received more than the amount of Federal student financial assistance earned, the difference will be returned to the Federal student financial assistance programs from which funds were received in the following order: Federal Unsubsidized Direct Loans, Federal Subsidized Direct Loans, Federal Perkins Loans, Federal PLUS Loans, Federal Pell Grant, FSEOG. Funds will be returned to the aid source within forty-five (45) calendar days of the date that the school determines that the student has withdrawn.

If more Federal student financial assistance has been earned than has been received, the student may be eligible for a post-withdrawal disbursement. The school will notify the student of any post-withdrawal disbursement for which the student may be eligible and what steps need to be taken for the Federal financial assistance funds to be received. The student or parent, in the case of the Federal PLUS Loans, needs to provide permission before any loan funds may be disbursed on the student's account or disbursed to the student's bank account. However, the school may automatically use all or a portion of the post-withdrawal disbursement of grant funds for tuition, fees, and room and board charges (as contracted with the school), and, with the student's authorization, the school may automatically use the grant funds for other educationally-related expenses. Any balance of grant funds that may be available will be offered to the student.

If Federal student financial assistance funds need to be returned, the institution must return a portion or all of the unearned funds equal to the lesser of:

- The institutional charges multiplied by the percentage of the unearned Federal student financial assistance funds; or
- The entire amount of unearned funds.

If there are remaining unearned Federal financial aid funds to be returned, the student must return any loan funds that remain to be returned in accordance with the terms and conditions of the promissory note. If the remaining amount of funds to be returned includes grant funds, the student must return any amount of the overpayment that is more than half of the grant funds received. The school will notify the student as to the amount owed and how and where it should be returned. If students are only scheduled to attend Session I or Session II, the Return of Title IV calculation as described in the Enrollment Agreement will be applied to the applicable session attended using the session start and end dates.

Adjustment of Charges

In accordance with Oregon State policy, when the student withdraws from school, The Art Institute of Portland will earn tuition and fees as follows, based on the week in which the student withdraws:

Quarter Start:	Mid-Quarter Start:		
Week One	20%	Week One	20%
Week Two	40%	Week Two	40%
Week Three-Four	60%	Week Three	60%
Week Five-Six	80%	After Week Three	100%
After Week Six	100%		

Refund Policy for Online Course/Withdrawal

Students who withdraw from a Session I or Session II online class after the add/drop period are treated the same as if they withdrew from an on-ground class. Session II classes begin approximately the day after Session I classes end and run approximately five and one-half weeks. The ending date of Session II classes may not coincide with the ending date of on-ground classes.

Refund Calculations After Matriculation

If there is additional money to be refunded from federal funds after calculating the refund of Title IV funds and the refund policy, the refund will be made to the student or, with the student's authorization, to the federal loan program(s) in the following order, up to the amount received for the term of withdrawal: Federal Unsubsidized Direct Loans, Federal Subsidized Direct Loans, Federal Perkins Loans, Federal PLUS Loans and Alternative Loans. If there is an additional credit balance made up of non-Title IV funds, it will be refunded in the following order, up to the amount received for the term of withdrawal: Federal Unsubsidized Direct Loans, Federal Subsidized Direct Loans, Federal Perkins Loans, Federal PLUS Loans, Alternative Loans, other loans, other aid (if required), and student.

Supply Store Return Policy

If kits, components of the kit, books, or supplies, are returned to the bookstore in salable, unused condition within seven (7) calendar days of the student's last date of attendance, a credit will be given.

All refunds and return of funds will be made within thirty (30) calendar days of the date the student notifies The Art Institute of withdrawal.

Examples of the calculations for these policies are available in the Student Accounting Office.

Policy for Official and Unofficial Withdrawal

To officially withdraw, the student will need to notify the Registrar's Office in person or in writing. The registrar will assist the student to complete the withdrawal process and will determine the last date of attendance and the date of determination. The date of determination would be the earlier of the date the student begins the school's exit process or the date the student provides notice. For students who unofficially withdraw, the Registrar will determine the last date of attendance using attendance records.

The refund policies shall apply in the event that a student withdraws, is suspended or is terminated from school. A student who rejoining a program before the end of week 9 will be assigned a "W" code for each course within that quarter. To withdraw from a program, a student must notify the Registrar's Office. Every course for which a student receives an "F" or a "W" grade/code must be repeated and completed. A passing grade (C or better) is required for the original grade/code and the subsequent passing grade(s) will be recorded on the record for reference purposes. However, when a course is successfully repeated, only the passing grade will be computed in the grade point average. Tuition is charged for repeated courses.

When a final course grade has been established and recorded in the student record, the grade may not be changed without approval by the Academic Director or Chair and the Dean of Academic Affairs. Withdrawals and failed courses can affect the student's Incremental Completion Rate and ability to succeed.

For the purpose of determining a refund, a student is deemed to have withdrawn from a course of instruction when any of the following occur:

1. The student notifies The Art Institute of withdrawal or of the date of withdrawal.
2. The Art Institute terminates the student's enrollment in accordance with institutional policies.
3. The student exceeds the number of absences allowed in accordance with institutional policies, and must be withdrawn from school. The date of withdrawal shall be determined by the last date of attendance.
4. All refunds and return of funds will be made within thirty (30) calendar days of the date of determination.

Non-Payment of Charges

Non-payment of tuition, housing, fees and/or other charges due to The Art Institute will result in the student being obligated for interest, collection agency costs and additional collection costs, and legal costs. In addition, The Art Institute reserves the right to report the student's failure to pay amounts owed to one or more national credit bureau organizations and not release the student's academic transcript until all debts to The Art Institute are paid in full.

Interest on Outstanding Balances

Students who have entered into a retail installment contract with the school may be subject to interest being charged. Please reference the retail installment contract and disclosure documents to understand the interest rate that may be charged and how interest charges are computed.

Student Accounting

At the time of initial enrollment, the student develops an estimated financial plan to ensure that all direct expenses (tuition, and fees relating to the educational process) are met. The student or parent/guardian, where applicable, will receive payment notices as outlined on his or her estimated financial plan. The payments are due on or before the date noted on the student financial plan. All payments must be current prior to registration and prior to allowing payment. Unpaid balances will prevent transcripts from being released.

Unpaid student accounts may be referred to a collection agency or attorney. The student is responsible for any collection agency fees, and court costs associated with the collection of his or her unpaid account.

GENERAL INFORMATION AND UNDERSTANDINGS

Handling of Student Complaints

If a student feels that a concern or a complaint has not been adequately resolved using the Student Complaint Procedure described in The Art Institute catalog, the student may direct his/her complaint or concern in writing to the Oregon Office of Degree Authorization, 1500 Valley River Drive, Suite 100, Eugene, OR 97401. If a student does not feel that the school has adequately addressed a complaint or concern, he/she may also consider contacting the Northwest Commission on Colleges and Universities (NCCCU), 8060 165th Avenue NE, Suite 100, Redmond, WA 98052.

Arbitration

Every student and The Art Institute of Portland agrees that any dispute or claim between the student and The Art Institute of Portland (or any company affiliated with The Art Institute of Portland, or any of its officers, directors, trustees, employees or agents) arising out of or relating to a student's enrollment or attendance at The Art Institute of Portland whether such dispute arises before, during, or after the student's attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at the student's or The Art Institute of Portland's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. This policy, however, is not intended to modify a student's right, if any, to file a grievance with any state educational licensing agency.

Either party may elect to pursue arbitration upon written notice to the other party. Such notice must describe the nature of the controversy and the remedy sought. If a party elects to pursue arbitration, it should initiate such proceedings with JAMS, which will serve as the arbitration administrator pursuant to its rules of procedure. JAMS can be contacted as follows: JAMS, 620 8th Ave., 34th Floor, New York, NY, 10018, www.jamsadr.com, 212-751-2700. This provision does not preclude the parties from mutually agreeing to an alternate arbitration forum or administrator in a particular circumstance. If either party wishes to propose such an alternate forum or administrator, it should do so within twenty (20) days of its receipt of the other party's intent to arbitrate.

The Art Institute of Portland agrees that it will not elect to arbitrate any undiscoverable claim of less than the relevant jurisdictional threshold that a student may bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures), if that claim is transferred or appealed to a different court, however, or if a student's claim exceeds that the relevant jurisdictional threshold. The Art Institute of Portland reserves the right to elect arbitration and, if it does so, each student agrees that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER A STUDENT OR THE ART INSTITUTE OF PORTLAND CHOOSES 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 SMALL CLAIMS OR SMALL CLAIMS COURT) AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD, FURTHER, A STUDENT 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 A STUDENT OR THE ART INSTITUTE OF PORTLAND WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have the authority to arbitrate claims on a class action basis, and claims brought by or against a student may be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which the student resides. Upon a student's written request, The Art Institute of Portland will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law gives a right to recover any of those fees from the other party. 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, arbitrators' 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 (FAA), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of a student's relationship with The Art Institute of Portland.

Institutional Accreditation

The Art Institute of Portland is accredited by the Northwest Commission on Colleges and Universities. Accreditation of an institution of higher education by the Northwest Commission on Colleges and Universities indicates that it meets or exceeds criteria for the assessment of institutional quality evaluated through a peer review process. An accredited college or university is one which has available the necessary resources to achieve its stated purposes through appropriate educational programs, is substantially doing so, and gives reasonable evidence that it will continue to do so in the foreseeable future. Institutional integrity is also addressed through the accreditation process.

Accreditation by the Northwest Commission on Colleges and Universities is not partial but applies to the institution as a whole. As such, it is not a guarantee of every course or program offered, or the competence of individual graduates. Rather, it provides reasonable assurance about the quality of opportunities available to students who attend the institution. Inquiries regarding an institution's accredited status by the Northwest Commission on Colleges and Universities should be directed to the administrative staff of the institution. Individuals may also contact:

Northwest Commission on Colleges and Universities
8060 165th Avenue N.E., Suite 100
Redmond, WA 98052
(425) 558-4224
www.nwccu.org

Transferability of Credit to Other Institutions

The Art Institute of Portland does not imply, promise or guarantee transferability of its credits to any other institution. The fact that a school is licensed and accredited is not necessarily an indication that credits earned at that school will be accepted by another school. In the U.S. higher education system, transferability of credit is determined by the receiving institution, taking into account such factors as course content, grading, accreditation and transferability.

The goal of The Art Institute of Portland is to help you prepare for entry-level employment in your chosen field of study. The value of degree programs like those offered by The Art Institute of Portland is their deliberate focus on marketable skills, and local employer needs. Therefore, if you decide to transfer to another school or institution. For this reason, any student wishing to transfer credits to another institution will need to confirm that the academic credits earned at The Art Institute of Portland will transfer to the receiving institution before entering a program at The Art Institute of Portland.

Programs offered by one school within The Art Institutes system may be similar to, but not identical to, programs offered at another school within the system. This is due to differences imposed by state law, use of different instructional models, and local employer needs. Therefore, if you decide to transfer to another school within the Art Institute system, you may be required to take additional courses beyond the completed portion of the program, including topics previously covered in past classes.

If you are considering transferring to either another Art Institutes school or an unaffiliated school, it is your responsibility to determine whether that school will accept your The Art Institute of Portland credits. We encourage you to make this determination as early as possible.

Requirements for Graduation

To be qualified to graduate, a student must: receive a passing grade or credit for all required course work; earn the minimum required credits for the program; achieve a minimum CGPA of 2.0; meet portfolio or other requirements, if applicable, as outlined in the college's student handbook; and satisfy all financial obligations to The Art Institute.

Employment Information

The Art Institute does not guarantee employment or any particular level of compensation following graduation. The Art Institute does, however, offer assistance in finding employment to all eligible graduates at no additional charge. Graduates who confine employment considerations within the metropolitan area served by The Art Institute may limit the particular employment opportunities available to them.

Policies and Procedures

Each student is on a continuing quarter-by-quarter enrollment basis and agrees to comply with all published Institute policies and procedures. The Art Institute reserves the right to add, delete, or modify its policies and procedures.

Class Sessions

Classes are in session six (6) days a week, Monday through Saturday. Class sessions are normally between 8:00-11:45 am, 12:45-4:30 pm, and 6:00-9:45 pm. The Art Institute reserves the right to change a class session schedule from time to time, according to classroom, studio, shop and/or lab availability, instructor, and academic and student distribution circumstances. From time to time, instructional activities may occur at an off-campus location appropriate for the particular activity.

Important International Student Disclosure

International students attending Art Institute locations under F-1 visas (Form I-20) are required to maintain a "full course of study" during each academic term of their programs of study. For undergraduate (non-degree, Diploma, Associates, and Bachelors-level programs) students, this is defined as a minimum of 12 credits per academic term. Graduate programs will vary by program of study. Not more than 1 online course or 3 online credits per academic term may be counted toward meeting the "full course of study" requirement. Please note that not all Art Institute locations offer online courses. Speak with an admissions representative for more information. Program and course offerings are subject to change and international students may be required to take additional courses to meet the full course of study requirement. International students should work closely with the International Student Advisor to ensure all requirements of their visas statutes are met. THIS SCHOOL IS AUTHORIZED UNDER FEDERAL LAW TO ENROLL NONIMMIGRANT ALIEN STUDENTS.

Instructional Equipment

Use of instructional equipment will be made available according to the program curriculum. Each student will be offered an understanding of the fundamental principles of such equipment that he/she would encounter in an entry-level position in the field. Such equipment must be shared by students. Accordingly, The Art Institute cannot guarantee students hands-on use of such equipment beyond that called for in the curriculum. Student may find it necessary to schedule use of the equipment outside normal classroom hours.

Homework

In addition to regular attendance at scheduled classes, each student will be required to devote additional time each week outside the classroom to study and work on assigned projects.

Curriculum

The Art Institute reserves the right to revise course contents, course titles, and the sequence of classes, subject to applicable regulatory approval.

Cancellation of Start Date

Cancellation by The Art Institute of a scheduled class start date for any program shall entitle a student to a cancellation of the Enrollment Agreement with a full refund of all monies paid, including Application Fees. However, the student can elect to accept instead a guaranteed reservation in the next scheduled class for that program.

Course Completion and Employment Information

To help you make a sound decision about whether to sign up for one of The Art Institute's programs, The Art Institute wants you to know that some of these degree programs have not been offered long enough for reliable completion and employment data to be available for students.

Non-Discrimination Policy Statement

The Art Institute of Portland does not discriminate or harass on the basis of race, color, national origin, sex, gender, sexual orientation, gender identity or expression, disability, age, religion, veteran's status, genetic marker, or any other characteristics protected by state, local or federal law, in our programs and activities. The Art Institute of Portland will not retaliate against persons bringing forward allegations of harassment or discrimination.

The Dean of Academic Affairs, The Art Institute of Portland, 1122 NW Davis St., Portland, OR 97209, (503) 228-6528, has been designated to handle inquiries and coordinate the institution's compliance efforts regarding the non-discrimination policy.

Salvage, Discount, or Transfer of Agreement

The student who has signed this Agreement, or any other transfer of this Agreement with the understanding that, in such event, the cancellation and refund policies would continue to apply.

Student Right To Know

According to regulations published by the Department of Education based on the Student Right-to-Know Act, the graduation/completion rates for first-time, full-time students who entered school and graduated/completed within 150% of the normal time to complete the program, as published in the catalog, must be made available to current and prospective students. You may obtain this information in the Admissions Office or in the Consumer Information section of the school's website.

Brown Mackie College – Kansas City, Excerpt of 2016-2017 Academic Catalog

Available at

https://content.edmc.edu/assets/pdf/BMC/Academic_Catalogs/catalog-kansas-city.pdf



2016–2017 Academic Catalog



ACADEMIC CATALOG

2016-2017

Brown Mackie College – Salina
2106 South 9th Street
Salina, KS 67401
Phone: 785-825-5422
Fax: 785-827-7623
Toll free: 800-365-0433

Brown Mackie College –
Birmingham
105 Vulcan Road, Ste. 100
Birmingham, AL 35209
Phone: 205-909-1500
Fax: 205-909-1558
Toll free: 888-299-4699

Brown Mackie College –
Kansas City
9705 Lenexa Drive
Lenexa, KS 66215
Phone: 913-768-1900
Fax: 913-495-9555
Toll free: 800-635-9101

Brown Mackie College –
Oklahoma City
7101 NW Expressway, Ste. 800
Oklahoma City, OK 73132
Phone: 405-621-8000
Fax: 405-621-8055
Toll free: 888-229-3280

www.brownmackie.edu

Volume #1
Effective: February 2016

In order to continually provide current information, this catalog may be amended by any inserts identified as *Bulletins to the 2016-2017 Academic Catalog*. Such bulletins are intended as, and are to be regarded as, an integral part of this catalog.

See bmcprograms.info for program duration, tuition, fees, and other costs, median debt, salary data, alumni success, and other important info.

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Jury Waiver And Agreement To Binding, Individual Arbitration

Student and the College irrevocably waive our rights to a trial by jury and agree instead that any and all disputes, no matter how described, pleaded or styled, between me and the College (including its parent and past and present affiliates, employees, agents, and lenders) or related to any aspect of my relationship with or any act or omission by the College (“Claim”) shall be resolved by individual binding arbitration, conducted by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and applicable Supplementary Procedures for Consumer-Related Disputes (“AAA Rules”) and in accordance with the terms of this Jury Waiver and Agreement to Binding, Individual Arbitration (“Arbitration Agreement”). Student can obtain a copy of the AAA Rules at www.adr.org or by calling 1-800-778-7879. This Arbitration Agreement, however, does not modify Student’s right, if any, to file a grievance with any state educational licensing agency or accrediting body.

1. Student is strongly encouraged to first attempt to resolve the Claim by using the General Student Complaint Procedure outlined in the Catalog.
2. Neither party shall file or maintain any lawsuit in court against the other, and any suit filed in violation of this Arbitration Agreement shall be dismissed by the court in favor of arbitration conducted pursuant to this Arbitration Agreement. The parties agree that the moving party shall be entitled to an award of costs and fees of compelling arbitration.
3. The arbitration shall take place before a single, neutral arbitrator in the federal judicial district in which Student resides, unless the parties agree otherwise.
4. Student will be responsible for paying a portion of the AAA filing fee at the time his/her Claim is filed in an amount equal to \$200 or the applicable filing fee of the court of general jurisdiction in the district/circuit near me, whichever fee is less. The parties shall bear the expense of their own attorneys, experts and witnesses, unless the applicable law provides, and the arbitrator determines, otherwise.
5. Student agrees not to combine or consolidate any Claims with those of other students, such as in a class or mass action, or to have any Claims be arbitrated or litigated jointly or consolidated with any other person’s claims. Further, the parties agree that the arbitrator shall have no authority to join or consolidate claims by more than one person. **I understand that I may opt out of this single-case provision by delivering via certified mail return receipt a written statement to that effect to the Vice President and Senior Counsel of the College /EDMC at 210 Sixth Avenue, Suite 3300 Pittsburgh, PA 15222 within 30 days of my first execution of an Enrollment Agreement.**
6. The Federal Arbitration Act (FAA), including all its substantive and procedural provisions, and related federal decisional law shall govern this Arbitration Agreement to the fullest extent possible. All determinations as to the scope, enforceability, validity and effect of this Arbitration Agreement shall be made by the arbitrator, and not by a court. However, any issue concerning the validity of paragraph 5 above must be decided by a court, and an arbitrator does not have authority to consider the validity of paragraph 5. If for any reason, paragraph 5 is found to be unenforceable, any putative class or mass action may only be heard in court on a non-jury basis and may not be arbitrated under this Agreement.
7. The arbitrator shall have the power to award any remedy that directly benefits the parties to this Arbitration Agreement (provided the remedy would be available from a court under the law where the Arbitration Agreement was executed) but not the power to award relief for the benefit of anyone not a party to this Arbitration Agreement.
8. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
9. Notwithstanding any provision in the Catalog or Enrollment Agreement, this Arbitration Agreement shall not be modified except by written agreement signed by both parties. Any or all of the provisions set forth in this

Arbitration Agreement may also be waived by the party against whom the Claim is asserted, but such waiver shall be in writing, physically signed (not merely electronically signed) by the party waiving, and specifically identify the provision or provisions being waived. Any such waiver shall not waive or affect any other portion of the Arbitration Agreement.

10. This Arbitration Agreement shall survive the termination of Student's relationship with the College.
11. If any part(s) of this Arbitration Agreement are found to be invalid or unenforceable, then such specific part(s) shall be of no force and effect and shall be severed, but the remainder of the Arbitration Agreement shall continue in full force and effect.

STUDENT UNDERSTANDS AND ACKNOWLEDGES THAT S/HE IS WAIVING HIS/HER RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS PROVIDED IN THE AAA RULES), AND TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT. FURTHER, STUDENT UNDERSTANDS AND ACKNOWLEDGES THAT S/HE WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ACTION AGAINST THE COLLEGE.

Drug And Alcohol Policies

In keeping with section 120(a) through (d) of The Higher Education Act of 1965, as amended, including the Drug-Free Schools and Communities Amendments of 1989 (Public Law 101-226), a "Drug Free Schools and Campuses" publication, the 'Drug and Alcohol Prevention Program and the Drug-Free Workplace and Campus Program', is provided to all students and employees annually.

Pursuant to federal and state drug laws, employees and students are prohibited from the unlawful manufacture, distribution, possession, sale or use of illicit/illegal drugs. The college also enforces state laws regarding underage drinking. This prohibition applies while on the property of the college or when participating in any institutional activity. Students or employees who violate this policy will be subject to disciplinary action up to, and including, expulsion from the college or termination of employment.

For more information please refer to the Drug and Alcohol Prevention Program and the Drug-Free Workplace and Campus Program.

Brown Mackie College - Salina:

https://content.edmc.edu/assets/pdf/BMC/Student_Consumer_Information/Drug_Alcohol_Policies/drug-alcohol-policies-salina.pdf

Brown Mackie College - Birmingham:

https://content.edmc.edu/assets/pdf/BMC/Student_Consumer_Information/Drug_Alcohol_Policies/drug-alcohol-policies-birmingham.pdf

Brown Mackie College - Kansas City:

https://content.edmc.edu/assets/pdf/BMC/Student_Consumer_Information/Drug_Alcohol_Policies/drug-alcohol-policies-kansas-city.pdf

Brown Mackie College - Oklahoma City:

https://content.edmc.edu/assets/pdf/BMC/Student_Consumer_Information/Drug_Alcohol_Policies/drug-alcohol-policies-oklahoma-city.pdf

Hard copies of the policy are available on campus.

**Colorado Technical University Online,
Enrollment Agreement
(Feb. 2011)**

Available at

https://studentlogin.coloradotech.edu/schools/6/pdf/admissions_packet.pdf

Enrollment Agreement

This agreement must be signed by the student and returned to the admissions office. If this Enrollment Agreement is cancelled in writing within three days after signing, the student is entitled to a refund of all monies paid.

<i>Name of Student</i>	<i>Social</i>	<i>Security Number</i>
------------------------	---------------	------------------------

<i>High School</i>	<i>Year</i>	<i>Graduated</i>	<i>GED</i>	<i>Certificate Date</i>
--------------------	-------------	------------------	------------	-------------------------

Are you at least 18 years of age? ____ Yes ____ No

ENROLLMENT AGREEMENT

I understand that I will be charged tuition and fees at rates established by CTU Online and published in an addendum to the catalog and that I am fully responsible for the payment of the tuition and fees charged by CTU Online. The tuition and fees may be subject to change; CTU Online evaluates institutional tuition and fee rates periodically. Tuition rates may also vary depending on my enrollment status. Tuition is billed on a quarter basis (the terms "quarter" and "term" are used interchangeably in this Agreement). Tuition costs will vary depending on the number of credits taken during each term. The Application Fee is a one-time fee paid at the time of application. Program tuition is charged per credit hour each quarter throughout the student's program, and is charged at the beginning of each quarter. Each academic term is 11 weeks, and consists of two 5 1/2 week sessions. Fees include a custom suite of course materials which are provided to the student by Words of Wisdom, LLC. At CTU Online's discretion, books may be delivered in an electronic (e-Book) or standard textbook.

I understand that it is my sole responsibility to ensure that all tuition and fees for each term are paid by me or funded from financial aid sources, which may include a cash payment agreement with CTU Online, prior to beginning that term. I understand it is my sole responsibility to ensure that all financial aid paperwork has been completed; my financial obligation will not be released due to incomplete paperwork. For a detailed breakdown of my financial plan, I must refer to my financial aid award letters and/or cash payment agreements. If I leave school for any reason (other than an approved leave of absence) and return at a later date, I will be charged tuition at the rate in effect at the time of my return as well as any applicable reinstatement fee. I understand that I am not released from any of my obligations or commitments to CTU Online if I leave the school for any reason or if I am not satisfied with the services provided. I also understand that if I am in default of my obligations under this Agreement and my account is referred to a collection agency or an outside attorney to collect the outstanding balance, I will pay the costs of collection, including reasonable attorney's fees, to the extent permitted by state law.

Cancellation A Student who cancels this Agreement within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) after signing the Agreement will receive a refund of all monies paid. A Student who cancels after 72 hours but prior to the Student's first day of class attendance will receive a refund of all monies paid, except for the nonrefundable Application Fee. If this Enrollment Agreement is not accepted by the University or if the University cancels this Agreement prior to the first day of class attendance, all monies, including the Application Fee, will be refunded. All requests for cancellation by the Student must be made in writing and mailed or e-mailed to the Student Affairs Department.

Institutional Refund Policy CTU Online will return eligible funds in the following order of priority:

1. Funds initially will be returned consistent with the Return of Title IV Policy.
2. Following the application of the Return of Title IV Policy, any remaining eligible funds received from other sources of financial aid (e.g. private loans) would be returned, and
3. Following the return of funds to any other sources of financial aid, any remaining eligible funds would be returned to the student.

For students withdrawing from a course, but not from all courses in the:

First Session - During the first week of a student's first session, no tuition charges will be assessed for a dropped course. A prorated tuition rate will be applied to courses that are dropped after the first week (drop/add period) through the end of the fourth week of the first session.

Second Session - During the first week of a student's second session, no tuition charges will be assessed for a dropped course. Once a student enters the second week of the second session of a quarter a student may still drop one course, however, there will be no tuition adjustment. Students withdrawing between the drop/add period through the end of the fourth week of a session will have an adjustment of tuition calculated according to the following formula:

$$\text{Number of days remaining in quarter after withdrawal date} \div \text{Total number of days in the quarter} = \text{\% of Refund (tuition adjustment)}$$

Students withdrawing from all courses in a session, please refer to the Withdrawal from the University section in this catalog.

Return of Title IV Funds Policy CTU Online follows the federal Return of Title IV Funds Policy to determine the amount of Title IV aid a Student has received and the amount, if any, which needs to be returned at the time of withdrawal. Under current federal regulations, the amount of aid earned is calculated on a pro rata basis through 60% of the term. After the 60% point in the term, a Student has earned 100% of the Title IV funds. The University may adjust the Student's account based on any repayments of Title IV funds that the University was required to make. For details regarding this policy, please see the University catalog.

Policies and Disclosures

- Catalog:** Information about CTU Online is published in a catalog that contains a description of certain policies, rules, procedures, and other important disclosures and information about CTU Online and the educational programs offered. CTU Online reserves the right to change any provision of the catalog at any time. Notice of changes will be communicated in a revised catalog, an addendum or supplement to the catalog, or other written format. Students are expected to read and be familiar with the information contained in the University catalog, in any revisions, supplements and addenda to the catalog, and with all University policies. By enrolling in CTU Online, the Student agrees to abide by the terms stated in the catalog and all University policies.
- Changes:** CTU Online reserves the right to make changes at any time to any provision of the catalog, including the amount of tuition and fees, academic programs and courses, University policies and procedures, faculty and administrative staff, the University academic calendar and other dates, and other provisions. CTU Online also reserves the right to make changes in equipment and instructional materials, to modify curriculum, and when size and curriculum permit, to combine classes.
- Elimination of Classes:** CTU Online reserves the right to cancel or postpone a scheduled class start when the number of students scheduled to start the program is not sufficient as determined by the University. If the Student does not choose to change to a different start date, the Student will be eligible for a full refund.
- Transfer of Credits:** The awarding of credit for coursework completed at any other institution is at the sole discretion of CTU Online. Additionally, CTU Online does not imply, promise, or guarantee that any credits earned at the University will be transferable or accepted by any other institution. It is the Student's obligation to ascertain in advance of enrollment whether a possible recipient institution will recognize a course of study or accept credits earned at the CTU Online.
- Success of Student:** The Student's individual success or satisfaction is not guaranteed, and is dependent upon the Student's individual efforts, abilities and application of himself/herself to the requirements of CTU Online. The undersigned acknowledges receipt of the University's Hardware/Software Requirements and Student Software Agreement. The student has regular access to a computer that meets these specifications as required for the degree program of study and agrees to adhere to the requirements of the Student Software Agreement. Graduates/completers who obtain employment after graduation typically start out in an entry-level position. Career advancement and the success or satisfaction of an individual student are not guaranteed and depend on a variety of factors including, without limitation, a Student's abilities, personal efforts, employer and the economy. Career advancement assistance for a specific industry position may be enhanced by the education received but will depend on an individual's abilities, attitude, and prior relevant experience as well as the economy and local job market.
- Student's Failure to Meet Obligations:** CTU Online reserves the right to terminate the Student's enrollment for failure to maintain satisfactory academic progress, failure to pay tuition or fees by applicable deadlines, disruptive behavior, posing a danger to the health or welfare of students or other members of the University community, conviction of a crime, failure to abide by University policies and procedures or any false statements in connection with this enrollment. CTU Online can discontinue the student's enrollment status, not issue grades, and deny requests for transcripts should a student not meet all of his/her financial and institutional obligations or for any false statements in connection with this enrollment.

7. **Employment:** CTU Online does not guarantee employment or career advancement following graduation but does offer career planning assistance to students and graduates as described in the catalog. Some job or internship/externship opportunities may require substantial travel, background checks, and/or drug testing prior to employment. Applicants with factors such as a prior criminal background or personal bankruptcy or a failed drug test may not be considered for internship/externship or employment in some positions. Employment and internship/externship decisions are outside the control of the CTU Online. Graduates of some programs may require additional education, licensure, drug testing and/or certification for employment in some positions. CTU Online maintains information in its Career Services offices regarding the specific initial employment that its graduates obtain. It is available to students to review upon request.
8. **No Salary Representations:** CTU Online does not make any representations or claims to prospective or current students regarding the starting salaries of its graduates or the starting salaries of jobs in any field of employment. The salaries that may be earned by any particular graduate/completer are subject to many variables including, among other things, the student's abilities, efforts and prior relevant experience as well as the needs in the industry, the economy, and the local job market for the employment and freelance opportunities sought by the student. By signing this form, the Student confirms that s/he has not been promised anything about salaries and that the Student has not relied on anything heard or read from CTU Online regarding anticipated salaries in deciding to enroll at CTU Online and/or deciding to continue to attend.
9. **Virtual Graduation:** The undersigned understands that graduation from the online degree program carries with it the opportunity to participate in an online graduation ceremony at no additional cost to the graduate. Graduates from the online degree programs also have the option of participating in a physical commencement exercise at times, dates and locations designated by the University based on availability and timely receipt of application fee. Physical commencement exercise sites include, but are not limited to, Colorado Springs, CO, Denver CO, Sioux Falls, SD, and Kansas City, MO. Such times, dates, and locations are subject to change. Any and all costs incurred in connection with attending a physical commencement exercise will be the sole responsibility of the graduate.
10. **Use of Images and Works:** The undersigned agrees that the CTU Online may use his/her name, voice, image, likeness, and biographical facts, and any materials produced by the Student while enrolled at CTU Online, without any further approval or payment, unless prohibited by law. The undersigned acknowledges that the foregoing permission includes the right to tape and photograph him or her and to record his or her voice, conversation and sounds for use in any manner or medium in connection with any advertising, publicity, or other information relating to CTU Online.
11. **Discrimination:** CTU Online does not discriminate on the basis of race, gender, sexual orientation, religion, creed, color, national origin, ancestry, marital status, age, disability, or any other factor prohibited by law in the recruitment and admission of students, the operation of any of its educational programs and activities, and the recruitment and employment of faculty and staff. The Chief Academic Officer serves as the compliance coordinator for Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination on the basis of sex or handicap.
12. **Pre-recorded Messages:** The Student understands that s/he may periodically receive pre-recorded messages during his/her time as a student at CTU Online. These pre-recorded messages are considered "informational" and are intended to notify students of information that may be of interest to them (e.g., changes in class schedules or upcoming events at the school such as orientation).
13. **Agreement to submit to the CTU Online's Grievance Procedure:** The Student agrees to submit any claim, dispute, or controversy that the Student may have arising out of or relating to his or her recruitment, enrollment, attendance, education, financial aid assistance, or career service assistance by CTU Online to CTU Grievance Procedure set forth in the University catalog. The parties agree to participate in good faith in the University's Grievance Procedure. Compliance with the University's Grievance Procedure is mandatory and is a condition precedent to the Student commencing arbitration or otherwise pursuing his or her claim. Notwithstanding the preceding sentence, if a statute or other legal authority specifically bars the University from requiring the Student to utilize CTU's Grievance Procedure, or if a court of competent jurisdiction determines that such a requirement is unenforceable with regard to the Student, then the preceding sentence shall be severed and shall have no force and effect, and the Student may, but will not be required to, submit his or her claim to the University's Grievance Procedure. The University may waive any or all limitations and requirements set forth in this provision. Such waiver shall not waive or affect any other portion of the Enrollment Agreement, this paragraph, or the Arbitration Agreement. Other grievance procedures - This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule.

- 14. Agreement to Arbitrate:** Any disputes, claims, or controversies between the parties to this Enrollment Agreement arising out of or relating to (i) this Enrollment Agreement; (ii) the Student's recruitment, enrollment, attendance, or education; (iii) financial aid or career service assistance by CTU Online; (iv) any claim, no matter how described, pleaded or styled, relating, in any manner, to any act or omission regarding the Student's relationship with the University, its employees, or with externship sites or their employees; or (v) any objection to arbitrability or the existence, scope, validity, construction, or enforceability of this Arbitration Agreement shall be resolved pursuant to this paragraph (the "Arbitration Agreement"). For purposes of this Section, the term "CTU Online" includes the School, its officers, directors and employees, and its affiliates, subsidiaries and parents, and any officers, directors, and employees of such entities. This Arbitration Agreement will not apply to claims by either party against the other for relief of \$5,000 or less, or any claim that could be brought in a small claims court or other court of competent jurisdiction for claims not exceeding \$5,000. Choice of Arbitration Provider and Arbitration Rules - Unless the parties agree to an alternative, the arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be before a single arbitrator. The AAA's Commercial Arbitration Rules, and applicable supplementary rules and procedures of the AAA, in effect at the time the arbitration is brought, shall be applied. Copies of the AAA's Rules may be obtained from the CTU Online Chancellor's office. Location of arbitration - All in-person hearings and conferences in the arbitration shall take place in a locale near Student, so long as that location is in the continental United States or unless the Student and University agree otherwise. In the event the Student is not located in the continental United States, such in-person hearings and conferences requested by the Student in the arbitration shall take place in a locale near the University's Illinois offices, unless the Student and University agree otherwise, or the arbitrator directs a different locale based upon the location and convenience of the necessary witnesses. Language - The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter. Choice of Law - The arbitrator shall apply federal law to the fullest extent possible, and the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §1-16) shall govern this Arbitration Agreement and any and all issues relating to the enforcement of the Arbitration Agreement and the arbitrability of claims between the parties. Costs, fees, and expenses of arbitration - Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. 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 AAA's Commercial Arbitration Rules, including the Supplementary Procedures for Consumer-Related Disputes, to the extent applicable, unless otherwise provided by the rules of the AAA governing the proceeding, or by specific ruling by the arbitrator, or by agreement of the parties. Information about the arbitration process also can be obtained from: AAA at www.adr.org or 1-800-778-7879. Relief and remedies - 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 Enrollment Agreement. The arbitrator will have no authority to alter any grade given to the Student or to require the University to change any of its policies or procedures. The arbitrator will have no authority to award consequential damages, indirect damages, treble damages or punitive damages, or any monetary damages not measured by the prevailing party's economic damages. The arbitrator will have no authority to award attorney's fees except as expressly provided by this Enrollment Agreement or authorized by law or the rules of the arbitration forum. Class and consolidated actions - There shall be no right or authority for any claims within the scope of this Arbitration Agreement to be arbitrated or litigated on a class basis or for the claims of more than one Student to be arbitrated or litigated jointly or consolidated with any other Student's claims. Arbitrator's Award - At the request of either party, the arbitrator shall render a written award briefly setting forth his or her essential findings and conclusions. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Severability and right to waive - 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. Any or all of the limitations set forth in this Arbitration Agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Arbitration Agreement. Survival of provisions of this agreement - This Arbitration Agreement will survive the termination of the Student's relationship with the University.
- 15. 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 pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- 16. Assignment:** None of the rights of the Student or the Student's parent under this Enrollment Agreement are assignable to any other person or entity.
- 17. Entire Agreement:** This Enrollment Agreement constitutes the entire agreement between the CTU Online and the Student concerning all aspects of the education and training the Student will be provided by the University. By signing this agreement, the Student agrees that no binding promises, representations or statements have been made to the Student by CTU Online or any employee of CTU Online regarding any aspect of the education and training the Student will receive from the University or prospects of employment or salary upon graduation that are not set forth in writing in this Enrollment Agreement. CTU Online will not be responsible for any representation, statement of policy, career planning activities, curriculum or facility that does not appear in this Enrollment Agreement or the University catalog.
- 18. Electronic Correspondence:** The undersigned provides consent to receive and/or sign electronic records, and to confirm the undersigned's ability to access all of the disclosures, records, and other information provided in electronic form. If the student withdraws consent, the terms of the previously delivered Electronic Records will continue to apply to his/her related transactions with CTU Online. Use of the Services includes agreement to the terms of the previously delivered Electronic Records. Withdrawal of consent to receive Electronic Records will not change the fact that terms were agreed to when the Service was first used.

- 19. Additional Tuition and Fees:** The undersigned understands that any additional course work that results from the option to complete lower level or prerequisite requirements, failed courses or program changes may result in additional tuition and fee charges.
- 20. Completion Rate Disclosure:** The University is not yet scheduled to report graduates from undergraduate online degree programs.

☐ **By checking this box, I acknowledge that**

- I have read and fully understand the statements contained in this enrollment agreement. I further understand that the School is relying on my acknowledgement, understanding, and truthful representation in making its decision to enroll me at the School.
- The information contained in this enrollment agreement supersedes all prior or contemporaneous verbal or written statements and agreements that may have been made by the School or any employees of the School regarding the subject matters set forth in this enrollment agreement
- I will not start any class at the School until I am completely satisfied that my understanding of the disclosures concerning the School, its programs, and outcomes is entirely consistent with all of the statements contained in this enrollment agreement.
- I acknowledge and represent that my discussions with the admissions representative were entirely consistent with the above disclosures.
- **I understand that the School does not guarantee employment or salary.**

☐ **Pre-Recorded Phone Messages & SMS Texts:**

- I understand that during my time as a student enrolled at Colorado Technical University Online I may periodically receive pre-recorded phone messages or SMS text messages at the phone number(s) I previously provided to the school during the inquiry and application processes. I expressly consent to receiving such messages.

In consideration of the acceptance of this Enrollment Agreement by CTU Online, Inc. d/b/a Colorado Technical University ("CTU Online"), the undersigned agrees to pay the required fees and accept the terms and conditions specified in the Tuition Schedule.

I understand that in signing this Enrollment Agreement I am acknowledging that I will attend CTU Online; have read, understand and agree to accept the terms set forth in this Agreement; and am agreeing to accept the rules and regulations of CTU Online. **The Tuition Schedule is an integral part of the Enrollment Agreement, is incorporated herein by specific reference, and should be reviewed very carefully by student and parent or guardian.**

By signing this agreement, I certify that I have received a complete copy of this Agreement, and that I have read, understand and agree to comply with all of its terms. I also acknowledge that I have received and had an ample opportunity to review a copy of the CTU Online catalog in one of the following formats: printed (hard copy), CD-ROM, or downloaded from the CTU Online registration site, and I agree to comply with all school disclosures, policies and rules contained therein. I also understand and agree that this Agreement supersedes all prior or contemporaneous verbal or written statements and agreements made by CTU Online or any employees of CTU Online and that no binding promises, representations or statements have been made to me by CTU Online or any employee of CTU Online regarding any aspect of the education and training I will receive from the school or the prospects for employment or salary upon graduation that are not set forth in writing in this Agreement. I further understand and agree that this Agreement may not be modified without the written agreement of me and CTU Online except that the stated tuition and fees are subject to change at the discretion of CTU Online I hereby certify that all information I provided in my application for admission to CTU Online is complete, accurate and up to date. Once I sign this Agreement, and CTU Online accepts this Agreement, I understand that a legally binding contract will be created. My signature indicates that I agree to all of the above terms.

I understand that Colorado Technical University Online does not guarantee employment or salary.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Signature of Student	Printed Name	Date
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Signature of Parent or Guardian (required if Student is under the age of 18)	Printed Name	Date
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Admissions Advisor	Printed Name	Date
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ACCEPTED BY COLORADO TECHNICAL UNIVERSITY ONLINE

Signature of Authorized School Representative	Printed Name and Title	Date
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As part of our enrollment process, Colorado Technical University (the "School") asks you and your admissions advisor to read the following information and acknowledge your mutual understanding of, and agreement to, each of the following important points.

Item
<p>1. Accreditation, Certification, and Licensure: The School is institutionally accredited by The Higher Learning Commission (HLC) and is a member of the North Central Association of Colleges and Schools, a regional accrediting agency recognized by the United States Department of Education (USDE). This indicates that the School substantially meets or exceeds the stated criteria of education quality established by the HLC and approved by the USDE. The USDE recognition of institutional accreditation by the HLC, entitles the School to offer Title IV Financial Assistance to students who qualify. Individual programs may also be programmatically accredited by outside agencies. Programmatic accreditation may enhance employment opportunities or allow graduates to sit for some credentialing or licensure exams upon graduation. No one at the School, including my admissions advisor, has made any representations or guarantees regarding accreditation other than what has been provided to me in writing by the School in the School Catalog and/or a separate disclosure. I understand that there may be certification and/or licensure exams that individuals in my particular field may take after graduation. However, no one at the School represented, implied, or guaranteed that I will be eligible for or will successfully pass any applicable certification or licensure exams, or obtain a particular credential upon graduation, other than the degree, certificate or diploma conferred upon successful completion of my program. I understand that further study or experience may be required to be eligible to take certain exams or receive certain credentials, and that I may have to successfully pass such exams or receive such credentials in order to obtain certain employment.</p>
<p>2. Transfer of Credits and Recognition of Degrees: Every institution has its own rules regarding transferability of credits and recognition of coursework/degrees from another institution. The awarding of credit for and recognition of coursework/degrees completed at any other institution is at the sole discretion of the receiving institution. No one at the School implied or made any representation or guarantee that coursework completed at another institution would transfer to the School. Additionally, no one at the School implied, promised, or guaranteed that any credits earned at the School will transfer to or be accepted by any other institution. I understand there is a meaningful possibility that some or all credits earned at the School will not transfer to or be recognized by other institutions, and that it is my responsibility to find out in advance of enrollment whether a different institution will recognize coursework/degrees or accept credits earned at the School.</p>
<p>3. Degree, Diploma, or Certificate Award: The School Catalog outlines the type of credential I will receive upon successfully completing all listed graduation requirements for my chosen program, i.e., degree, certificate or diploma. I acknowledge that it is my responsibility to read the School Catalog and confirm what degree, certificate or diploma I will receive upon graduation.</p>
<p>4. Changes in Curriculum: I understand that as programs are modified and updated to meet the needs of the students and industry, the School may choose to change or terminate courses or times and methods offered. I also understand that the courses I intend to take, the times courses are offered, or the instructors teaching the courses may be changed or modified while I am attending the School.</p>
<p>5. Academic Standards: My admissions advisor explained that the School has academic standards that I must meet or exceed in order to progress in my program. I understand that I will be required to participate in the classroom, complete homework assignments, and meet deadlines in order to remain enrolled at the School.</p>
<p>6. Attendance/Course Participation: My admissions advisor explained that the School's attendance/course participation policy is detailed in the School Catalog and that I am required to read it and abide by it. I understand my education may be interrupted or terminated should I fail to comply with the attendance/course participation policy, and that my failure to attend classes (or participate online) in accordance with the policy may result in a failing grade in or withdrawal from class. I understand that I may be required to retake any failed or withdrawn course at an additional cost and, if I am required to retake any course, my date of graduation will likely be extended. I also understand that if I am withdrawn from the program, I may be required to reapply for admission and acceptance will be based on my eligibility at that time.</p>
<p>7. Catalog Acknowledgement: My admissions advisor explained that the School Catalog contains a description of policies, rules, and other important disclosures and information about the School and the educational programs offered. I acknowledge that I have received a copy of the current School Catalog in one of the following formats: printed (hard copy), CD-ROM, or downloaded from the School's website. I agree to review it and ask any questions I may have and, unless I notify you otherwise, agree to comply with all School policies and procedures contained within.</p>
<p>8. Code of Conduct: Each student has the responsibility to refrain from any behavior that detracts from the reputation, safety and security of the School. This requires that students cooperate and comply with the School's policies as reflected in the School Catalog, as well as with respect to local, state and federal laws and regulations. My admissions advisor explained and I understand that if I fail to comply with the School's policies and procedures or with any local, state or federal law or regulation, I may be subject to disciplinary action, up to and including dismissal from the School.</p>
<p>9. Grievance Procedure: I understand that the School Catalog and Enrollment Agreement contain the procedures for resolving any grievance I may have with the School, and I have read and understand these procedures.</p>
<p>10. Financial Responsibility: I understand that I may qualify for student loans and/or grants depending upon the financial information that I provide. Any substantive discussions regarding financial aid are conducted with financial aid personnel. No one at the School guaranteed that I will receive any loans or grants, or the amount or terms of any loans or grants. I further understand that if I receive loans, I will be responsible for repaying the loans. I also understand that no one at the School is a financial advisor and no one has made any representations about my ability to repay my loans after graduation. I further understand that I must pay for education charges according to my agreed upon terms and that a delinquent tuition account may be grounds for dismissal and may cause the lender(s) to pursue legal remedies against me and/or any of my co-borrowers. Finally, I understand that education charges are subject to change by the School.</p>
<p>11. Employment Opportunities: Graduates/completers from the School who obtain employment after graduation typically start out in an entry-level position. Employment, career advancement, and the success or satisfaction of an individual student are not guaranteed and depend on a variety of factors including, without limitation, my abilities, my personal efforts, the economy, and my employer. Career advancement assistance for a specific industry position may be enhanced by the education received but will depend on my abilities, attitude, and prior relevant experience as well as the economy and local job market.</p>

Item
<p>12. Criminal Background Checks/Medical Testing: Companies, agencies or institutions that accept students for potential employment may conduct a criminal and/or personal background check. I understand that students with backgrounds that include criminal conduct (e.g., misdemeanor or felony charges or convictions, including those that involve dishonesty or are drug related) or financial issues, such as bankruptcy, may not be accepted by these companies, agencies, or institutions for employment following completion of the program. I also understand that some employers may require candidates to submit to a drug test. I understand that a medical condition or past drug use may prevent a student from obtaining employment. My admissions advisor encouraged me to discuss any questions regarding how these issues may affect my future employment with the Dean of Academic Affairs prior to beginning my program.</p>
<p>13. Career Services: My admissions advisor explained that the School will offer career services assistance as described in the School Catalog. However, I understand that my career success will depend largely on the effort I put into my studies, my job search efforts, my experience and my attitude. My admissions advisor also explained that the School does not and cannot guarantee employment. I acknowledge that no one at the School made any promises or guarantees regarding employment.</p>
<p>14. Salaries: Any information provided by the School regarding salaries is for general information purposes only. The School does not make any representations or claims to prospective or current students regarding the starting salaries of graduates or the starting salaries of jobs in any field of employment. The salaries that may be earned by any particular graduate/completer are subject to many variables including, among other things, the student's abilities, efforts, and prior relevant experience as well as the needs in the industry, the economy, and the local job market for the employment and freelance opportunities sought by the student. By signing this form, I confirm that I have not been promised anything about salaries and that I have not relied on anything I heard or read from the School regarding anticipated salaries in deciding to enroll at the School.</p>
<p>15. Graduation and Employment Rate: I acknowledge being informed that the following documents are available on the School website: the Graduation Rates Disclosure Form and the Employment Rates Disclosure Form. I also acknowledge that no one at the School provided, and I have not relied and will not rely upon, any graduation, employment, or placement rates or information different than the information in these Disclosure Forms. I further acknowledge that the disclosed rates reflect historical outcomes and should not be relied on by anyone as an implicit or explicit representation or promise of future outcomes or employability for any student following completion of a program of study. I understand that numerous individual and market factors contribute to the likelihood of me securing a job after graduation and the School has little or no control over many of these factors and, thus, cannot guarantee or estimate the likelihood of employment to me.</p>
<p>16. Proof of High School Graduation/Equivalency/Attestation for Undergraduate Programs: I understand that the School requires all prospective students to have graduated from high school or its equivalency (GED). I agree to produce either proof of high school graduation or its equivalency or a written attestation in accordance with the requirements set forth in the School Catalog. Failure to abide by the requirements in the catalog will result in dismissal from School.</p>
<p>17. Binding Arbitration and Waiver of Jury Trial: I understand that my Enrollment Agreement contains an arbitration provision that provides for the arbitration of any dispute arising out of or relating to my recruitment, enrollment, attendance, education, financial aid or career service assistance, no matter how described, pleaded, or styled under certain circumstances. The terms of the arbitration provision are laid out in my Enrollment Agreement, and I have read and understand them, and agree to them.</p>
<p>18. Grades and Continuation in a Program: [Health Career Programs Only]: Some health careers require licensure or certification to practice. One step in obtaining a license or certification is passing a standardized test given by a state or national authority. Generally, the minimum passing scores on such tests is 75%, but it is frequently higher. My admissions advisor explained that the health career programs have set a grading standard designed to assist graduates to achieve passing scores on these tests. I understand that these specific standards and related policies are described in detail in the catalog. I understand that repeating courses may affect financial assistance, satisfactory academic progress, and/or my expected graduation date.</p>

☐ By checking this box, I acknowledge that

- I have read and fully understand the statements contained in this disclosure form. I further understand that the School is relying on my acknowledgement, understanding, and truthful representation in making its decision to enroll me at the School.
- The information contained in this disclosure form supersedes all prior or contemporaneous verbal or written statements and agreements that may have been made by the School or any employees of the School regarding the subject matters set forth in the disclosure form.
- I will not start any class at the School until I am completely satisfied that my understanding of the disclosures concerning the School, its programs, and outcomes is entirely consistent with all of the statements contained in this disclosure form.
- I understand that the School does not guarantee employment or salary.

☐ By checking this box, I acknowledge and represent that my discussions with the admissions advisor were entirely consistent with the above disclosures.

Printed Name of Student

Student Signature

Date

Student Name: _____

By my signature below, I acknowledge and represent that my discussions with the Student were entirely consistent with the above disclosures.

**Concord Law School – Kaplan University,
Enrollment Agreement
(Aug. 2012)**

Available at

[http://www.concordlawschool.edu/uploadedFiles/CLS_Concord_Law_School/Concord_Law_School_Documents/CLS%20Enrollment%20Agreement%20Oct%2012_CLICK\(2\).pdf](http://www.concordlawschool.edu/uploadedFiles/CLS_Concord_Law_School/Concord_Law_School_Documents/CLS%20Enrollment%20Agreement%20Oct%2012_CLICK(2).pdf)

Concord Law School Enrollment Agreement

This entire form must be completed and submitted as part of your Concord Law School record and should be faxed to your Admissions Advisor's e-fax number. Please print legibly.

Personal Information

NAME: _____ SOCIAL SECURITY #: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
DATE OF BIRTH: _____ EMAIL ADDRESS: _____
HOME TELEPHONE: _____ WORK TELEPHONE: _____
CELL PHONE: _____ FAX: _____

ARE YOU HISPANIC/LATINO? [] YES [] NO PLEASE SELECT ONE OR MORE OF THE FOLLOWING RACES:

[] AMERICAN INDIAN OR ALASKA NATIVE [] ASIAN [] BLACK OR AFRICAN AMERICAN

[] NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER [] WHITE

I hereby apply for admission to Concord Law School of Kaplan University. This enrollment agreement is conditional upon Concord's review of my application with supporting documents and its admission decision. This agreement is a legally binding instrument when signed by me and accepted by the School. My signature on this agreement acknowledges that I have been given reasonable time to read and understand it and that I have been provided with (a) a copy of this agreement and (b) a catalog including a description of the course(s) on the Concord website (<http://info.concordlawschool.edu/>).

Choose Your Program

☐ Juris Doctor Program ☐ Executive Juris Doctor Program

I am applying for the term starting in: _____

Tuition and Fees

A nonrefundable application fee of \$100.00 is required to be considered for admission. The current tuition is \$9,984.00 per year. Any units taken above 24 units annually are charged at the rate of \$416.00 per unit. The tuition rate for subsequent years is subject to changes and notice will be given 30 days prior to the effective date of the new rate. The Juris Doctor degree is a four-year program (92 units) and the Executive JD degree is a three-year program (72 units). Enrollment is subject to payment in full of all tuition and fees. The enrollee understands that he/she is solely responsible for accessing the Internet program and for all related fees including appropriate computer equipment, an Internet service provider, a digital certificate, and law textbooks. These costs are estimated to be: textbooks, \$250 per course (representative booklists are posted at www.legalbooksdistributing.com); computer equipment, \$1,000; Internet service provider, \$239 per year; digital certificate, \$19.95 per year. Bookkeeping fees of \$25.00 will be charged for returned checks and late fees of \$5.00 will be charged for any tuition paid more than 10 days late.

Terms and Conditions

To maintain the academic integrity of its law programs, Concord Law School has installed protections into its website to prevent students from using the curriculum inappropriately or submitting assignments or examinations fraudulently. Any student who has been found to be involved in the false submission of assignments or material on the website or otherwise in furtherance of their degree will be subject to discipline, including possible expulsion from the School. In addition, for Juris Doctor candidates, any information of unethical or fraudulent use of the site by a student which is confirmed after thorough investigation by Concord Law School will be forwarded to the Committee of Bar Examiners of the State Bar of California and may affect the student's future application for admission to the Bar.

If a student fails to make a scheduled tuition payment within 20 calendar days of its due date, Concord reserves the right to cancel this agreement; see the refund policy on pages 2 and 3 of this Enrollment Agreement. A diploma will be issued upon successful completion of the educational program, fulfillment of all financial obligations to Concord, and, if applicable, upon having all official transcripts on file for all transfer units accepted by Concord. A student can be dismissed by the School for insufficient progress, nonpayment of fees, or failure to comply with the terms of the Enrollment Agreement.

Concord Law School will not deny admission because of race, color, religion, ancestry, national origin, age, nondisqualifying disability, gender, sexual orientation, marital status, or veteran status.

This agreement, its addenda, and its attachments constitute the complete agreement between Concord Law School and the student, and no verbal statements or promises will be recognized or enforced. Concord Law School does not imply, promise, or guarantee transferability of earned credits to any other institution.

Concord Law School has the right, at its discretion, to make reasonable changes in program content, materials, schedules, and sequence of courses in programs, in the interest of improving the student's education, or where deemed necessary due to industry changes, academic scheduling, or professional requirements. Concord Law School is required to make changes in programs or policies when ongoing federal, state, or accrediting changes affect students currently in attendance.

Concord Law School does not provide health services for students.

CANCELLATION OF ENROLLMENT AGREEMENT: If your application is not accepted by Concord, all monies paid excluding the \$100.00 nonrefundable application fee will be promptly refunded. **Five-Day Cancellation:** An applicant who provides written notice of cancellation within five days (excluding Saturday, Sunday and federal and state holidays) of signing an enrollment agreement is entitled to a refund of all monies paid. No later than 30 days of receiving the notice of cancellation, the school shall provide the 100% refund. If you wish to cancel your enrollment, email Concord Law School at administration@concord.kaplan.edu or mail written notice of cancellation to Director of Enrollments, Concord Law School, 10866 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024 or use any manner specified in the School Catalog. If you cancel prior to or on the first day of commencing instruction, you will receive a full refund of tuition paid.

WITHDRAWAL AFTER COMMENCEMENT OF INSTRUCTION: The effective withdrawal date for a student shall be when any of the following occur:

1. The date the student notifies Concord of withdrawal or the date of withdrawal, whichever is earlier.
2. The last date of attendance in the case of students who do not complete academically related activities within the first 7 days of the term or start date,
3. The last date of attendance for students who fail to complete academically related activities for 21 consecutive calendar days (not including breaks), or the last date of attendance following any 21 consecutive calendar days of absences (not including breaks),
4. The date when Concord terminates the student's enrollment, or the last date of attendance prior to the date when Concord terminates the student's enrollment, or
5. The date the student is scheduled to return from a leave of absence and fails to do so.

All refunds due will be made within 30 days of the student's effective withdrawal date. The last date of actual participation is used in calculating any refund amount.

NOTICE TO STUDENTS: If a student withdraws from Concord up through the 60% point in any payment period and received federal financial aid in the form of grant or loan funds, federal law requires that the University, and in some cases, you, the student, return funds you did not earn to the U.S. Department of Education. The amount of federal financial aid that you have earned is computed by (1) determining the percentage of the payment period for which federal financial aid was awarded and completed, and (2) multiplying such percentage by the total amount of federal financial aid that was, or could have been, disbursed on your behalf for the payment period as of the date you withdrew. A determination of the percentage of the payment period or term the student has completed used to calculate the amount of Title IV financial aid the student has earned will be based on the number of days the student completed up to the last date of academic attendance, divided by the total days in the payment period or term. (Any break of 5 days or more is not counted as part of the days in the term). Up through the 60% point in each payment period, a prorata schedule is used to determine the amount of the Title IV funds you have earned at the time of withdrawal. After the 60% point in the payment period, you have earned 100% of the Title IV funds you were scheduled to receive during the period. This calculation concerning federal financial aid is separate and distinct from the institutional refund policy and may result in your owing additional funds to the Concord to cover tuition charges previously paid by federal financial aid prior to your withdrawal. If you plan to withdraw from the Concord, please contact your financial aid or business office to determine the amount of funds, if any, that must be returned on your behalf.

If a student earned more aid than was disbursed to him/her, the institution may owe the student a postwithdrawal disbursement, which must be paid within 120 days of the student's withdrawal. The borrower must confirm in writing if postwithdrawal loan disbursements should be made.

You may withdraw from Concord by emailing the Administrative Office of Concord Law School through Email Concord or at administration@concord.kaplan.edu or by mailing written notice of cancellation to Director of Enrollments, Concord Law School, 10866 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024 or by any manner specified in the School Catalog. Once students have officially notified the School of their intent to withdraw they should contact the financial aid or business office to determine the amount of funds, if any, which must be returned on your behalf.

All refunds due will be made within thirty days of the student's effective withdrawal date. The last date of actual attendance is used in calculating any refund amount. Refunds are allocated in the following order:

1. Unsubsidized Federal Stafford Loan
2. Subsidized Federal Stafford Loan
3. Other state assistance
4. Private and institutional aid
5. Payments made by the student

STUDENTS WITHDRAWING FROM THE JURIS DOCTOR PROGRAM: Once you begin the program, you are entitled to a pro rata refund of tuition paid up to the time 60% of the academic program has lapsed (60% of the program is defined as the lapse of 31 weeks of instruction in an academic year of 51 weeks). Thus, if you withdraw from or are dismissed by Concord anytime after commencing instruction on the Internet but prior to 60% of the program, you will receive a pro rata refund of all tuition paid as follows: For example, if you paid \$9,984.00 and 12 weeks from commencing instruction have lapsed, your refund would be \$7,634.82 calculated as follows: (\$9,984.00 paid) x 39 weeks paid for but not received/51 weeks for which you paid = \$7,634.82. If you withdraw from or are dismissed by Concord anytime after the 31st week from commencing instruction, there will be no refund. If a loan was obtained to pay for tuition, it is the student's responsibility to repay the full amount of any loans plus interest, less any amount of refund. Students are advised that some financial institutions require the school to repay any refunds due directly to the lender.

STUDENTS WITHDRAWING FROM THE EXECUTIVE JURIS DOCTORSM PROGRAM: Once you begin the program, you are entitled to a pro rata refund of tuition paid up to the time 60% of the academic program has been completed (60% of the program is defined as completion of 60% of the 24 units per year of which the program is comprised, or 14.4 units). Thus, if you withdraw from or are dismissed by Concord anytime after commencing the program but prior to completing 60% of the program, you will receive a pro rata refund calculated as follows: For example, if you paid \$9,984.00 and completed 15 modules in each of the first-year courses, the refund would be \$4,992.00 calculated as follows: 15 of 30 modules of Contracts completed = 50% of 8 units = 4 units; 15 of 30 modules of Torts completed = 50% of 8 units = 4 units; 15 of 30 modules of Criminal Law completed = 50% of 6 units = 3 units; 15 of 30 modules of Legal Writing and Test-Taking completed = 50% of 2 units = 1 unit; 4 units + 4 units + 3 units + 1 unit = 12 units completed out of 24 units per year; \$9,984.00 paid x 12 units paid for but not completed divided by 24 units = \$4,992.00 refund due. If you withdraw from or are dismissed by Concord anytime after completing 60% of the program, there will be no refund. Please note the refund is based on the percentage of the program completed in 30 module courses. Units completed may vary depending upon the number of modules in a particular course.

IOWA RESIDENTS

For Iowa residents the following refund policy shall apply:

STUDENTS WITHDRAWING	REFUND
Prior to the first day of the term	100% Tuition
During the first 6 calendar days of the first term (first-time students only)	100% Tuition

For the remainder of the term until completion, the tuition refund will be calculated as follows:

- Number of scheduled school days remaining in the term/number of scheduled school days in the term multiplied by the total tuition multiplied by 90%.
- A term is considered completed if a student receives a letter grade for any class and no tuition refund will be granted.
- No administrative fee will be charged to a student who withdraws from Kaplan University

Additional Conditions

1. Career services offered by Concord are not an obligation or guarantee of employment. Although Concord will assist the student, finding a job is the student's responsibility. Concord does not guarantee that any student will be placed in any particular job, or placed at all.
2. Any controversy or claim arising out of or relating to this Agreement, no matter how pleaded or styled, shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

STATE BAR OF CALIFORNIA DISCLOSURES:

JD Program

The method of instruction at this law school for the Juris Doctor (J.D.) degree program is principally by technological means including interactive classes.

Students enrolled in the J.D. degree program at this law school who successfully complete the first year of law study must pass the First-Year Law Students' Examination required by Business and Professions Code § 6060(h) and Rule VIII of the Rules Regulating Admission to Practice Law in California as part of the requirements to qualify to take the California Bar Examination. A student who passes the First-Year Law Students' Examination within three (3) administrations of the examination after first becoming eligible to take it will receive credit for all legal studies completed to the time the examination is passed. A student who does not pass the examination within three (3) administrations of the examination after first becoming eligible to take it must be promptly disqualified from the law school's J.D. degree program. If the dismissed student subsequently passes the examination, the student is eligible for re-enrollment in this law school's J.D. degree program, but will receive credit for only one year of legal study.

Study at, or graduation from, this law school may not qualify a student to take the bar examination or to satisfy the requirements for admission to practice in jurisdictions other than California. A student intending to seek admission to practice law in a jurisdiction other than California should contact the admitting authority in that jurisdiction for information regarding the legal education requirements in that jurisdiction for admission to the practice of law.

EJD Program

The method of instruction at this law school for professional law degree programs other than for the Juris Doctor degree is principally by technological means including interactive classes.

Completion of a professional law degree program at this law school other than for the Juris Doctor degree does not qualify a student to take the California Bar Examination or to satisfy the requirements for admission to practice law in California. It may not qualify a student to take the bar examination or to satisfy the requirements for admission to the practice of law in any other jurisdiction. A student intending to seek admission to practice law should contact the admitting authority in the jurisdictions where the student intends to seek to qualify to sit for the bar examination or for admission to practice for information regarding the legal education requirements in that jurisdiction for admission to the practice of law.

HOLDER IN DUE COURSE STATEMENT: 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 (FTC Rule effective 5-14-76).

FOR ARIZONA RESIDENTS: Any questions or concerns about this school that have not been satisfactorily answered or resolved by the school should be directed to the Arizona State Board for Private Postsecondary Education, 1400 West Washington Street, Room 260, Phoenix, AZ 85007, Tel: 602.542.5709, Website: <http://azppse.state.az.us>.

Read, Sign Your Name, and Add Today's Date.....

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities; that I waive a tour of the facilities; and that the institution's cancellation and refund policies have been explained to me. Further, my signature on this agreement acknowledges that the Catalog dated August 1, 2012, and all subsequent Catalog addenda are incorporated as part of this Enrollment Agreement. THE TOTAL AMOUNT OF TUITION AND FEES THAT I AM OBLIGATED TO PAY TO THE SCHOOL FOR THE CURRENT ACADEMIC YEAR IS \$9,984.00 AND THE \$100.00 NONREFUNDABLE APPLICATION FEE. TUITION AND FEES FOR SUBSEQUENT YEARS MAY BE SUBJECT TO CHANGE. I AM RESPONSIBLE FOR THIS AMOUNT. IF I GET A STUDENT LOAN, I AM RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST.

Signature of Applicant X_____ Date X_____

As an authorized official of Concord Law School's Admissions Department, I have interviewed the applicant and certify that, according to my judgment, the applicant does meet the admissions requirements and standards of the University, and I recommend acceptance as a student. I further state that I have made no verbal statements or promises to the applicant contrary to the terms set forth in this Agreement.

Concord Law School Authorized Representative Signature: X_____ Date: X_____

Name (Please Print): X_____

**Daniel Webster College,
Nashua, NH,
Excerpt of 2015-2016 Catalog, Volume 11
(Sept. 1, 2015)**

Available at
<http://www.dwc.edu/catalog/currentcatalog.pdf>

Daniel Webster College

Published September 1, 2015

20 University Drive
Nashua, NH 03063

603.577.6600
800.325.6876

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Public Transportation

DWC Partners with the Nashua Bus Company and members of the DWC community are able to ride for free by showing their DWC ID.

Anti-Harassment

It continues to be the policy of Daniel Webster College 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 Daniel Webster College 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 admission, enrollment, grades, studies or educational experience at Daniel Webster College. Similarly, no faculty member or other employee of Daniel Webster College 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 Daniel Webster College employee, or visitor or invitee of the school in connection with the educational experience offered by Daniel Webster College, should bring the matter to the immediate attention of the dean for student development, 603-577-6580.

Daniel Webster College 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.

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 Daniel Webster College. 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 College 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 the provost

1. A student must present to the provost (Daniel Webster College, 20 University Drive, Nashua, NH 03063, telephone (603) 577-6600) any complaint relating to any: (a) aspect of the programs, facilities or other services provided by the College; (b) action or alleged misrepresentation by an employee or representative of the College; (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 College employee, or visitor or invitee of the College; and (d) College activity. The complaint may be oral or written. The dean of students or director of online operations will promptly acknowledge receipt of the complaint.

2. The provost will speak with the student to discuss and respond to the complaint. The provost response may be oral or written and will address the specific complaint and indicate what, if any, corrective action has been proposed or accomplished. The student will receive a written document outlining the meeting discussion and resolution outcomes within 5 business days of the meeting.

3. Within three (3) school days of any such discussion, the provost will prepare a written summary of the discussion, including any agreed upon or proposed resolution of the student's complaint. The provost will take the necessary steps to ensure that any agreed upon resolution or other appropriate action is taken.

Step Two - Contact DWC President

1. If the complaint is not resolved to the student's satisfaction, the student will, as soon as possible after receipt of the written notification of the resolution, but within five (5) business days, submit the complaint in writing to the DWC president.

1. The DWC president will review the written materials and meet with the student to discuss the complaint.

3. The DWC president will issue a written response to the student within ten (10) days of the meeting with the student with a final decision.

Step Three - 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 College president, submit the complaint 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 Four - Contact the State

The New Hampshire Department of Education, Division of Higher Education-Higher Education Commission encourages students to pursue the institution's grievance procedure. The Commission will consider complaints that pertain to Standards found in the NH Code of Administrative Rules: Pos 1004, namely, Purpose and Mission; Organization and Governance; Education Programs; Graduation Requirements, Faculty; Student Body; Student Records; Library; Facilities and Technologies; Financial Resources; or Publications. The Commission's address is 101 Pleasant Street, Concord, NH, 03301-3494. The telephone number is 603-271-3494. The complete NH Code of Administrative Rules and Complaint Process can be found at <http://www.education.nh.gov/>.

The Commission will not accept anonymous complaints and in filing a complaint with the Commission, the student should anticipate that information regarding the complaint will be shared with the institution.

The New Hampshire Department of Justice, Office of Attorney General, is located at 33 Capitol Street, Concord, NH 03301, telephone (603) 271-3658, Web site address www.doj.nh.gov/index.

Arizona residents may contact the following agencies for assistance:

A Complaint regarding potential consumer fraud, including deceptive advertising: Arizona Attorney General, Consumer Information and Complaints, 1275 West Washington Street, Phoenix, AZ 85007, telephone (800) 352-8431, fax number (602) 542-4579, Web site address www.azag.gov/consumer/complaintform.html. A complaint regarding the educational program, administrative and institutional policies and procedures: Arizona State Board for Private Postsecondary Education, 1400 W. Washington Street, Room 260, Phoenix, AZ 85007, telephone (602) 542-5709, option 5.

Kentucky residents may contact the following agencies for assistance:

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.

Maryland residents may contact the following agencies for assistance:

If the complaint has not been resolved to the satisfaction of the student and the student is a Maryland resident, the complaint may be filed 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 is located at 200 Saint Paul Place, Baltimore, MD 21201, telephone (410) 576-6550, Web address <http://www.oag.state.md.us/>.

Step Five - Contact the Accrediting Commission

If the complaint has not been resolved by Daniel Webster College to the satisfaction of the student, the complaint may also be referred to the Commission of Institutions of Higher Education, New England Association of Schools and Colleges, 209 Burlington Road, Bedford, MA 01730-1433, telephone (617) 271-0022.

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 College, 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 College's Student Complaint/Grievance Procedure or through other informal means.
- (b) If the Dispute is not resolved pursuant to the College'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 College 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 College 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 College mutually agree upon. If, after making a reasonable effort, the student and the College 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 College 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 College 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 College 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 College. In the arbitration between the student and the College:
 - 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 College 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.

Office of Career Services

On campus and online students are encouraged to utilize the expertise of the Career Services team early on and throughout their college years. While at DWC, students have opportunities to gain knowledge and skills that can be used in the workplace. To transition from college to the workplace (and from job to job over the course of their lifetime), students must understand where they can apply their knowledge and skills and learn how to effectively market themselves.

To this end, Career Services offers the following services:

- Classroom presentations and workshops
- Resume, references, and cover letter development assistance
- Identifying internship opportunities related to field of student
- Assisting in the exploration of career options and job industries
- Applying successful job search strategies
- Mock interviews and interview skill development
- Networking and relationship building with employers
- Understanding and navigating the application process
- Providing electronic and printed career-related materials

Students who are seeking *internships* or *employment* may take advantage of the office's employer information and job posting site, www.DWCareers.com. Students are encouraged to browse through these materials as well as the books on career development housed in the college library.

**ECPI University,
Virginia Beach Military/
Online Continuing Education,
Enrollment Agreement
(Dec. 8, 2014)**

Available at

<https://www.ecpi.edu/sites/default/files/NDS-App.pdf>



ENROLLMENT AGREEMENT
Virginia Beach Military / Online Continuing Education
5555 Greenwich Road, Suite 510, Virginia Beach, VA 23462
(800) 291-7177

Applicant Name		Primary Phone #		Alternate # / Cell Phone	
Street Address		City		State	Zip
Student ID	Social Security #	Date of Birth	Start Date	email	

In this Enrollment Agreement, the word "Student" means the person applying for the course of training described below; the words "I", "me," and "my" mean the Student and each and all persons who sign this Enrollment Agreement on behalf of Student; and the word "ECPI" means ECPI University.

The Student hereby applies for the training described and checked below in this Enrollment Agreement. If this enrollment is NOT ACCEPTED by ECPI, there shall be a COMPLETE REFUND of any monies paid to ECPI with NO DEDUCTIONS by ECPI for any ECPI services whatsoever. I agree to pay for the services/materials subject to the terms and conditions set forth in this Enrollment Agreement.

<input checked="" type="checkbox"/>	Course Name	Course Number
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Description of Services	Amount	Charge	Total
Per Credit Hour for Tuition	\$250	X _____	= _____
Textbook and Learning Resource Fee	\$40	X _____	= _____
		TOTAL	\$ _____

<input type="checkbox"/>	Active
<input type="checkbox"/>	Reservist
<input type="checkbox"/>	National Guard
<input type="checkbox"/>	NDS

STUDENT ACKNOWLEDGEMENTS

This Enrollment Agreement and the School Catalog, together with other published ECPI policies , procedures, and student conduct codes, shall constitute the entire agreement between Student and ECPI. I understand and agree that these written documents supersede any prior or contemporaneous oral or written statements and may not be modified without the written agreement of the ECPI Campus President.

I have received and read a copy of ECPI's current School Catalog, the provisions of which I accept including without limitation its grounds for termination.

I have read and understand all provisions of this Enrollment Agreement and I have been given a copy of it for my records. I understand that my enrollment and ECPI's obligations under this Enrollment Agreement (except the Refund Policy and Cancellation Policy sections below) may be terminated by ECPI if I fail to comply with ECPI's attendance, conduct, academic, and/or financial requirements.

By signing below, I confirm my agreement to the terms and conditions outlined on all four pages of this Enrollment Agreement and the School Catalog. This Enrollment Agreement shall not be binding until it is accepted by ECPI.

X

Student Signature

Date(mm/dd/yyyy)

STUDENTS UNDER THE AGE OF 18 must be interviewed in the presence of a parent or guardian and this Enrollment Agreement must bear his/her signature.

I certify I was present during the interview. I understand the terms and conditions of this Enrollment Agreement and, if accepted by ECPI, I agree to be responsible for its terms.

X

☐ Parent ☐ Guardian

Signature

Relationship

Date (mm/dd/yyyy)

Authorized Signature, ECPI University

Date

SAMPLE FINANCIAL WORKSHEET (THIS IS NOT A DISCLOSURE STATEMENT)	
1. Total Cost	\$
2. Cash Down	
3. In-School Financing (ECPI)	
4. Other	
5. Application for Military Tuition Assistance	
6. Veterans Benefits	
7. Total (2+3+4+5+6)	\$

ADDITIONAL TERMS AND CONDITIONS

I UNDERSTAND THAT:

1. Upon submission of application information satisfactory to ECPI and ECPI's further acceptance in writing of this Enrollment Agreement, this Enrollment Agreement will constitute a binding contract and both ECPI and I will abide and be bound by its terms.
2. Student agrees that ECPI may sell this Enrollment Agreement or any associated evidence of indebtedness to a bank or other third party. No such transaction will alter the refund policy contained in this Enrollment Agreement.
3. The right to adjust class schedule or to amend the curriculum from time to time is reserved by ECPI.
4. It is understood and agreed that ECPI cannot guarantee and has made no representations regarding employment for Student at any time.
5. Student authorizes ECPI to publish photograph(s), film(s), or video(s) at any time in which Student appears for advertising or public relations purposes without any compensation whatsoever to Student.
6. All charges due ECPI, regardless of type, are due and payable unless deferred by ECPI, as of the first date of class for any program.
7. REFUND POLICY

Definitions: As used in this Refund Policy, these terms shall have the following meanings:

"Period of Enrollment" means a continuous period of instruction for which the Student has been charged. All scheduled class sessions are included, whether present or absent. With respect to this or any other Enrollment Agreement between the Student and ECPI, the "Period of Enrollment" is shown in the "Description of Services and Materials" section of this Enrollment Agreement.

"Application Fee" when used herein with initial capital letters, means a fee which the ECPI will retain from certain refunds. Such Application Fee will be non-refundable.

"Tuition and Fees" means the stated program price for a Period of Enrollment together with textbooks, sales tax, Application Fee, and other fees charged by ECPI.

Start Date Postponement: In the event a program start date is postponed by ECPI, Student is entitled to a full refund of all monies paid to ECPI if requested by Student within fifteen days of Student's receipt of notice of such postponement.

CANCELLATION POLICY:

Student may cancel this Enrollment Agreement, without any penalty or obligation, within three (3) business days from the date Student signs below. If Student cancels in accordance herewith, any payment made by Student under this Enrollment Agreement and any negotiable instrument executed by Student in connection herewith will be returned within 30 days following receipt by ECPI of such cancellation notice excluding the non-refundable Application Fee, and any security interest arising out of this Enrollment Agreement will be voided. If cancellation is affected under this clause, Student shall have the right to apply for reinstatement within 12 months from the date signed by Student on page one of this Enrollment Agreement, at which time a credit will be given for all monies paid but not previously returned to Student, if any. To cancel this Enrollment Agreement, Student must mail or deliver a signed and dated copy of Student's written cancellation notice to ECPI at the campus location noted on page one of this Enrollment Agreement no later than midnight on _____.

X

Student Signature

Date (mm/dd/yyyy)

8. **ARBITRATION AGREEMENT:** In an effort to resolve any dispute, claim and/or controversy between Student and ECPI arising out of or relating to this Enrollment Agreement and/or or the breach, termination, enforcement, interpretation or validity thereof as expeditiously and economically as possible, the parties hereto agree that any such dispute, claim and/or controversy which cannot first be resolved in accordance with the ECPI's Student Complaint/Grievance Procedure shall be determined solely by binding arbitration pursuant to the Federal Arbitration Act. Any such arbitration shall be held before a single arbitrator, conducted in the city and state in which Student is enrolled and administered by the American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules, including its Supplementary Procedures for Consumer-Related Disputes (collectively, the "Rules"). The appointment of the arbitrator and conduct of the arbitration proceedings, including without limitation the introduction of evidence, the exchange of documents and related materials by and among the parties and the use of witnesses at any hearing(s), shall be carried out in accordance with the applicable provisions of the Rules. Information about the arbitration process is available from AAA by visiting www.adr.org or by telephoning 1.800.778.7879. Nothing herein is intended to preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction or from filing an individual action in small claims court. The parties agree that any judgment or award of an arbitrator rendered pursuant hereto may be entered in any federal or state court having jurisdiction thereof. For purposes of this arbitration provision, "ECPI" shall be deemed to mean and include all entities controlling, controlled by and/or under common control with ECPI as well as the respective employees, directors, agents, shareholders, predecessors, successors and assigns of the foregoing. **The parties further agree that by entering into this Enrollment Agreement to arbitrate, each party is waiving the right to a trial by jury or to participate in a class action.** In addition, the parties hereto agree that:
- a) This Enrollment Agreement to arbitrate is intended to be broadly interpreted. It shall apply to all disputes, claims and/or controversies between Student and ECPI of any kind or nature and whether any such dispute, claim and/or controversy arises from or relates to, without limitation, (1) a matter of contract, tort, statute, fraud, misrepresentation and/or any other legal theory or (2) any objection to arbitrability or the existence, scope, validity, construction or enforceability of this Enrollment Agreement to arbitrate.
 - b) The agreement of the parties to arbitrate as provided in this provision shall survive the termination for any reason of this Enrollment Agreement.
 - c) Student shall have the right to opt-out of and reject this arbitration provision by giving to ECPI written notice of Student's election of such right and rejection of this arbitration provision so long as such written notice is (1) mailed by Student to ECPI at 5555 Greenwich Road; Virginia Beach, VA 23462; Attention: Legal Counsel and (2) actually received by ECPI no later than thirty days following the date of Student's execution of this Enrollment Agreement.
 - d) If Student initiates arbitration pursuant hereto, ECPI agrees that it shall pay, on behalf of Student, one-half of the Initial Filing Fee (as defined and provided in the Rules) applicable for a claim in an amount of up to \$10,000.00. The foregoing notwithstanding, Student agrees that the arbitrator may provide for a reimbursement by Student to ECPI of such payment by ECPI in the event it is determined that Student's claim was frivolous as contemplated by the rules of procedure applicable thereto. If the amount of Student's claim exceeds \$10,000.00, the arbitration filing fee and the fees of the arbitrator shall be paid by the parties as provided by the Rules or by specific ruling by the arbitrator.
 - e) The parties agree that this Enrollment Agreement evidences a transaction which involves interstate commerce; accordingly, the Federal Arbitration Act, and not any state law, governs the interpretation and enforcement of this arbitration provision. In the event any portion of this arbitration provision is found or held to be invalid and/or unenforceable, such finding or holding shall not affect the remaining portions of this arbitration provision, all of which shall remain in full force and effect. All aspects of the arbitration including its resolution at all times shall remain strictly confidential.

X

Student Signature

Date (mm/dd/yyyy)

- f) Any state or federal court with jurisdiction and venue may enter an order enforcing this arbitration provision, enter judgment upon the arbitrator's award and/or take any action authorized under the AAA. For any arbitration-related proceedings in which courts are authorized to take action under the AAA, each party expressly consents to the non-exclusive jurisdiction of any state court of general jurisdiction or any state court of equity that is reasonably convenient to Student, *provided* that the parties to any such judicial proceeding shall have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.

IMPORTANT WAIVERS:

STUDENT AND ECPI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN STUDENT'S OR ECPI'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless Student and ECPI agree otherwise, the arbitrator may not consolidate more than one person's claim(s) and may not otherwise preside over any form of a representative or class proceeding.

9. **THIS ENROLLMENT AGREEMENT, TOGETHER WITH THE CONSUMER CREDIT INSTALLMENT SALE AGREEMENT AND DISCLOSURE STATEMENT, CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND IT CANNOT BE ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PARTIES HERETO.**

X

Student Signature

Date (mm/dd/yyyy)

NOTICE

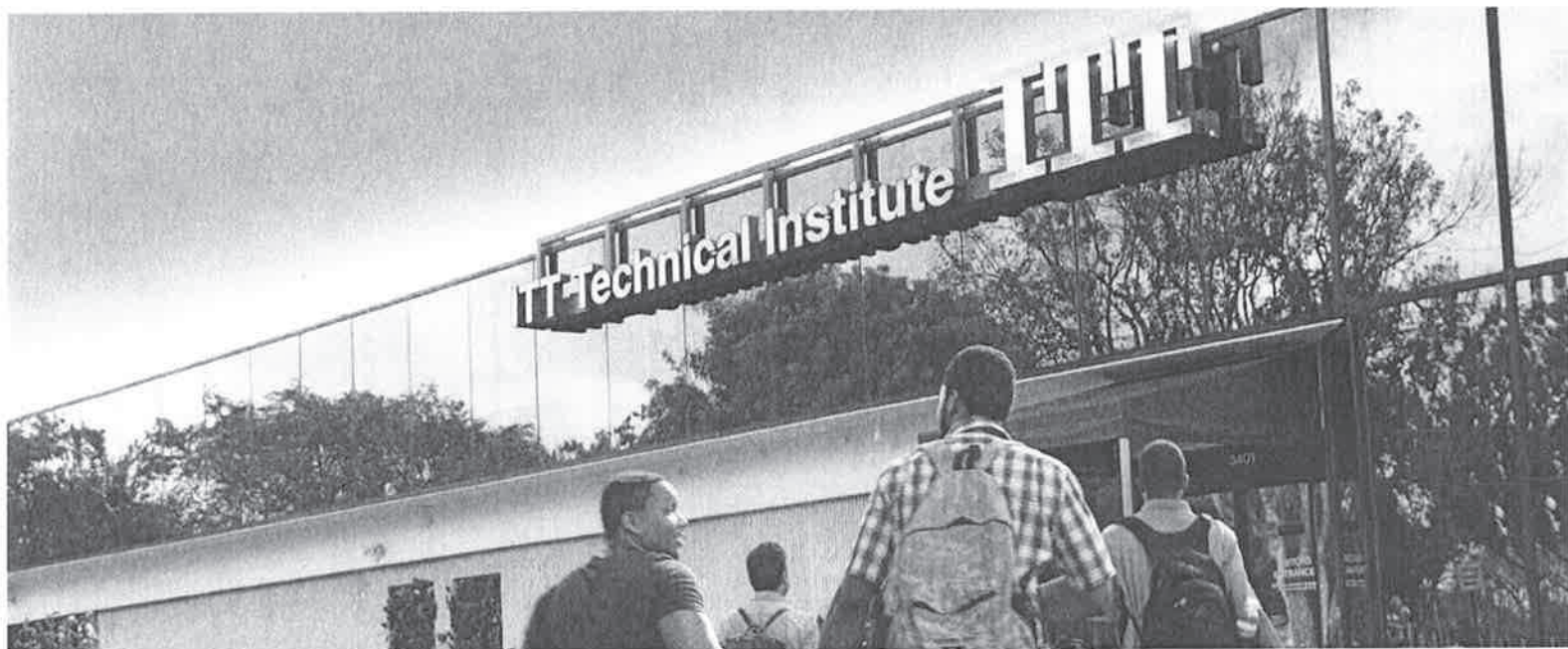
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**ITT Technical Institute,
Marlton, NJ,
Excerpt of 2015-2016 Catalog,
Volume 25**

Available at

<https://www.itt-tech.edu/campus/download/139.pdf>

ITT Technical Institute **ITT**
EDUCATION FOR THE FUTURE



OUR MISSION

ITT Technical Institute is an institution of higher learning that is committed to offering quality undergraduate and continuing education locally, nationally and worldwide to students of diverse backgrounds, interests and abilities.

The institution offers career-related educational programs that integrate lifelong 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.

ITT Technical Institute **ITT**

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The information contained in this catalog was accurate at the time of publication. Following publication, any of the catalog information may change without notice, including, without limitation, the information regarding tuition, fees, costs, class schedules, the student calendar, the program outline, the course descriptions, curricula, faculty, advisory committees, student services, administrative policies, program objectives and career opportunities for graduates of the program.

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STUDENT'S ENROLLMENT AGREEMENT OR THIS CATALOG. THE SCHOOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

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, 2 Greentree Centre, 9000 Lincoln Drive E., Ste 100, Marlton, New Jersey 08053, telephone (856) 396-3500, 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 Accrediting Council

If the complaint cannot be resolved after exhausting the institutions' grievance procedure, the student may file a complaint with the New Jersey Office of the Secretary of Higher Education at P.O. Box 542, Trenton, NJ 08625-0542, telephone (609) 292-4310, website address, <http://www.state.nj.us/highereducation/>. The student must contact the Office of the Secretary of Higher Education for further details. The student may also contact the New Jersey Attorney General to file a complaint. The Attorney General's address is P.O. Box 45025, Newark, New Jersey 07101, telephone (973) 504-6200, website address <http://www.nj.gov/oag/ca/>.

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

**Midwest Technical Institute,
Allied Health, Mechanical Trades,
and Cosmetology,
Enrollment Agreement
(Dec. 30, 2015)**

Available at

<http://www.midwesttech.edu/documents/enrollment-agreement/MO-EA.pdf>

Enrollment Agreement
Allied Health, Mechanical Trades, and Cosmetology
Student Information

Student Name _____ SSN _____
Address of student _____
City/State _____ Zip Code _____ Phone _____
Email Address _____
Emergency Contact/Relationship _____ Phone _____
I, the undersigned, am enrolling in _____ Start Date _____ End Date _____
Student Status (please check a box) ☐ Full time ☐ Part time Class time _____

Notice to Student

1. Do not sign this agreement before you have read it or if it contains any blank spaces.
2. This agreement is a legally binding instrument and is only binding when the agreement is accepted, signed, and dated by the authorized official of the school or the admissions officer at the school’s principal place of business. Read all pages of this contract before signing.
3. You are entitled to an exact copy of the agreement and any disclosure pages you sign.
4. This agreement and the school catalog constitute the entire agreement between the student and the school.
5. Any changes in this agreement must be made in writing and shall not be binding on either the student or the school unless such changes have been approved in writing by the authorized official of the school and by the student or the student’s parent or guardian. All terms and conditions of the agreement are not subject to amendment or modification by oral agreement.
6. The school does not guarantee the transferability of credits to another school, college, or university. Credits or coursework are not likely to transfer; any decision on the comparability, appropriateness and applicability of credit and whether credit should be accepted is the decision of the receiving institution.

Notice of Offered Programs

	Springfield, MO
<i>COSMETOLOGY</i>	✓
<i>DENTAL ASSISTING</i>	✓
<i>HVAC/R-MAR TECHNICIAN</i>	✓
<i>JOURNEYMAN WELDER</i>	✓
<i>MEDICAL ASSISTING</i>	✓

Springfield, MO Campus
July 1, 2014 – June 30, 2015

Enrollments:

Number of Students Admitted from July 1, 2014 – June 30, 2015				
Cosmo	DA	HVAC	JW	MA
26	29	22	132	31

Number of additional students admitted since June 30, 2015 that are classified in one of the following categories:					
	Cosmo	DA	HVAC	JW	MA
New Starts	8	24	10	64	13
Re-Enrollments	0	0	0	0	0
Transferred from program to other program at the School	0	0	0	0	0

Total Students Admitted (Total of Above) Both Recent 12 month period and current Period:				
Cosmo	DA	HVAC	JW	MA
34	53	32	196	44

Outcomes:

Number of Students Enrolled from July 1, 2014 – June 30, 2015 who:					
	Cosmo	DA	HVAC	JW	MA
Transferred from program to other program at the School	0	0	0	0	0
Completed or Graduated from program	14	30	26	86	17
Withdrew from School	10	4	4	37	10
Are Still Enrolled	10	6	6	24	6

Number of Students Enrolled from July 1, 2014 – June 30, 2015 who were:					
	Cosmo	DA	HVAC	JW	MA
Placed in their field of study	11	27	19	68	16
Placed in a related field	1	0	1	0	0
Placed out of the field	2	2	6	13	1
Not available for placement due to personal reason	0	1	0	2	0
Not Employed	0	0	0	3	0
Unknown	0	0	0	0	0

Students who took State Licensing examination or professional certification examination from July 1, 2014 – June 30, 2015					
	Cosmo	DA	HVAC	JW	MA
Number of Students who took an exam	N/A	N/A	N/A	N/A	19
Number of Students who passed the exam	N/A	N/A	N/A	N/A	13

Students who graduated from July 1, 2014 – June 30, 2015:					
	Cosmo	DA	HVAC	JW	MA
Graduates who obtained employment <u>in the field who did not</u> use placement assistance	0	0	0	0	0
Average starting salary for all school graduates employed	\$23,388	\$22,817	\$34,590	\$32,531	\$20,342

The terms and conditions written on all ten pages of this enrollment agreement apply as though they appeared on the same page.
Revised 12/30/15

Program Information

COSMETOLOGY

13 Months AM or 15 Months PM /1500 Clock Hours which includes 475 theory clock hours and 1025 practical clock hours

Class Time

Tuesday through Friday 8:30 a.m.-4:00 p.m. and Saturday 8:30 a.m. – 1:30 p.m. or Monday through Friday 5:00 p.m. – 10:00 p.m.

Tuition	\$13,813
Registration Fee*	\$100
Books	\$449
Lab Fee	\$660
Uniforms	\$130
Kit	\$513
Testing/License/Student Permit	\$235
Total Cost	\$15,900

*The registration fee will be waived for any MTI/DTC graduate returning that does not have a balance owed to the school.

OTHER INSTRUCTIONAL CHARGES FOR COSMETOLOGY: During the enrollment contract period, an applicant must remain in compliance with the attendance and academic policy and complete the program by the contracted ending date. Applicants are allowed to miss 10% of their current schedule hours per term. If the applicant’s accumulated absent hours go beyond the current attendance policy’s allowable hours, the applicant has two weeks from the date compliance is checked to make up required hours to bring the applicant back within compliance. Applicants are required to schedule time to make up hours. Cosmetology students who are internal transfer students (students transferring from one of MTI’s or DTC’s campuses to another) will receive full credit for all hours.* For students transferring from another school, MTI may recognize up to 500 hours. For cosmetology students who transfer hours from an approved high school program, MTI or DTC may recognize up to 900 hours. Transferred hours will be applied to the end of the student’s contracted hours and will only be awarded based on completion of the program. The cosmetology transfer student will be charged \$12.00 an hour, however, the student will not be charged an amount that exceeds the cost of the Cosmetology program. The student will be charged for a kit and license fees. The student’s lab fee will be determined by the hours needed for program completion and by the director.

*Internal transfer students who go from MTI’s or DTC’s 1500 hour program to MTI’s 2100 program without a gap in attendance will be charged \$3,000.

Program Information

DENTAL ASSISTING

36 Weeks/765 Clock Hours which includes 225 Externship Hours/135 Outside Additional Clock Hours/26 Semester Credits

Class Time

Monday through Friday 8:00 a.m. - 12:00 p.m. or 1:00 p.m. - 5:00 p.m.

Tuition	\$13,731
Registration Fee*	\$100
Books	\$189
Lab Fee	\$600
ADAA membership	\$30
Testing Fee	\$250
Total Cost	\$14,900

*The registration fee will be waived for any MTI/DTC graduate returning that does not have a balance owed to the school.

Program Information

HVAC/R-MAR TECHNICIAN

36 Weeks/720 Clock Hours/180 Additional Outside Clock Hours/28 Semester Credits

Class Time

Monday through Friday 8:00 a.m. - 12:00 p.m. or 1:00 p.m. - 5:00 p.m. or 6:00 p.m. - 10:00 p.m.

Tuition	\$13,761
Registration Fee*	\$100
Books	\$179
Lab Fee	\$500
Tools	\$300
Testing Fee	\$60
Total Cost	\$14,900

*The registration fee will be waived for any MTI/DTC graduate returning that does not have a balance owed to the school.

Individual module will be \$3,725 (9 weeks/180 Clock Hours/45 Outside Additional Hours/7 semester Credits)

HVAC Excellence student employment ready assessment certifications in basic electricity, basic air conditioning, electric heat, heat pumps, gas heat, light commercial air conditioning and light commercial refrigeration are available to every student at an additional cost of \$15.00. Excellence Certifications are optional for students. These certifications are being recognized across the United States for entry level positions. The NATE (North American Technician Excellence) certification is also available at an additional cost of \$115.00. NATE exams are optional for students. This is the most widely recognized certification. It is designed for the employee with at least 5 years field experience. For more information about NATE, please visit: <http://nate.org>. If the student wishes to retake the MARC exam the fee is \$20. The retake fee for the EPA is \$20.

Program Information

JOURNEYMAN WELDER

30 Weeks/750 Clock Hours/187.50 Additional Outside Clock Hours/27 Semester Credits

Class Times Monday through Friday

8:00 a.m.-1:00 p.m. or 12:00 p.m.-5:00 p.m. or 5:30 p.m.-10:30 p.m.

Tuition	\$13,074
Registration Fee*	\$100
Books	\$146
Metals	\$1,425
Gear	\$155
Total Cost	\$14,900

*The registration fee will be waived for any MTI/DTC graduate returning that does not have a balance owed to the school.

Program Information

MEDICAL ASSISTING

36 Weeks/765 Clock Hours which includes 225 Externship Hours/135 Outside Additional Clock Hours/26 Semester Credits

Class Time

Monday through Friday 8:00 a.m. - 12:00 p.m. or 1:00 p.m. - 5:00 p.m.

Tuition	\$14,400
Registration Fee*	\$100
Books	\$175
Lab Fee	\$100
Certification	\$125
Total Cost	\$14,900

*The registration fee will be waived for any MTI/DTC graduate returning that does not have a balance owed to the school.

Policies for all programs

STUDENT LIABILITY/TUITION AND FEES: Payment of the registration fee must be paid by the first day of class unless otherwise authorized. Payment of the registration fee secures a student’s seat in a class. All tuition and fees must be paid on the first day of class unless otherwise authorized. There is a fee of \$25 for checks returned for insufficient funds. Payment methods will require an “Installment Judgment Note” be completed. Payment of program costs and additional fees is the responsibility of the student, regardless of payment methods and whether or not financial aid is available. Under the law you have the right, among others, to pay the full amount due and to obtain under certain conditions a partial refund of the finance charge. If government regulations or early termination require the return of scheduled financial aid, the student must pay Midwest Technical Institute the returned amount, together with any unpaid program cost and additional fees, upon demand. The student hereby agrees to pay collection fees of at least 20% along with attorney and court costs to enforce this liability.

GROUND FORS FOR TERMINATION: If this agreement is accepted, the student agrees to abide by the rules, regulations and academic requirements of this institution, as detailed in the Catalog. If a student persistently fails to stay within those rules, regulations and academic requirements or does not meet his/her tuition payment obligations, that student may be terminated from this institution.

SCHEDULE CHANGES: The institution reserves the right to: 1) Reschedule a start date and/or combine classes for any term by reason of institutional needs. Rescheduled classes will convene within a six-month period. 2) Reschedule class breaks, classrooms or instructors. 3) Change dates and/or hours of attendance. 4) Change contents, programs, procedures, or fees which may be contained in the school catalog or this agreement. All terms and conditions of the enrollment agreement are not subject to amendment or modification by oral agreement. For program changes and/or procedure changes, accommodations may be made for currently enrolled students.

GRADUATION REQUIREMENTS: Students are required to have successfully completed all program requirements and to have paid all tuition and fees, at which time a diploma or certificate will be issued.

PLACEMENT ASSISTANCE: Placement assistance service is available to those interested in employment while attending and after graduation. Midwest Technical Institute does not guarantee placement of its graduates, but does recognize a responsibility to serve, to the fullest extent possible, all who request assistance.

GRIEVANCE PROCEDURES: A student of Midwest Technical Institute seeking redress through grievance regarding attendance, academics, or conduct, must first attempt to resolve the matter informally by following the chain of command. The student must first speak with their instructor. If the matter is not resolved at that point, the student can request to meet with the program director. If the issue is still unresolved, the student can request to meet with the Director of Education. Should the issue remain unresolved, the student must submit a written request for a meeting of the Grievance Review Board. Any grievances not resolved on the institutional level may be forwarded to one of the State Boards of Education (address is on page ten).

THIS AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL. This agreement is made on the following date: _____. The terms and conditions of this agreement are not subject to amendment or modification unless in writing and signed or initialed by the official of the school and by the student or the student’s parent/guardian if the student is a minor. The terms and conditions of this agreement are not subject to amendment or modification by oral agreement. This agreement represents the entire agreement between both parties. The date the student signed this agreement is _____. The date of the student’s admission to the school is the date at which the student was accepted by Midwest Technical Institute by the School Director or Director of Education.

STUDENT RIGHT TO CANCEL: The student has the right to cancel this Enrollment Agreement until midnight of the fifth business day after the student has been accepted: and if the right to cancel is not given to any prospective student at the time the Enrollment Agreement is signed, then the student has the right to cancel the agreement at any time and receive a refund of all monies paid to date within 10 days of cancellation. Any cancellation by a student should be in writing and given to the managing employee of the school. Applicants who have not visited the school prior to enrollment will have the opportunity to withdraw without penalty within five business days following either the regularly scheduled orientation procedures or following a tour of the school facilities and inspection of equipment where training and services are provided. Institutions are required to keep records of student’s initial visits or orientation sessions.

REINSTATEMENT POLICY:

Reentry – If a student returns to the same program within 180 days of their Last Day of Attendance they may be eligible to pick up where they left off and would be considered to be in the same enrollment for all academic and financial aid purposes. These students would be evaluated on an individual basis as it would depend on the reason they were originally dropped or dismissed and if they were able to return at the point they left off within the allotted time frame. If not eligible for reentry the student may apply under the re-enroll policy.

Re-enroll - Any student who withdraws from the Journeyman Welder and Journeyman Welder II Program must pay off any remaining balance owed to the school prior to any further re-enrollment. For any other program a student may re-enroll without paying off their prior balance due to MTI/DTC with approval from the School Director or Director of Education. Every student that applies for re-enrollment in the same program will be evaluated individually and have to pay all applicable costs that would be incurred by the second enrollment pertaining to books, tools, fees, certification and licensing. These costs will be determined on an individual basis by the School Director or Director of Education. The amount determined during this process will have to be paid up-front prior to re-enrolling. Students may re-enroll in any program of their choice, once admission requirements have been met and any balance owed is paid in full. If a student re-enrolls in the same program from which they have withdrawn or have been dismissed, they must re-start at the beginning of the program and they will be given a credit for all tuition and fees paid during their prior enrollment minus all applicable costs that would be incurred by the second enrollment pertaining to books, tools, fees, certification and licensing.

Definition of Student Withdrawal: "A student ceases to be enrolled prior to completion of their program of study."

REFUND POLICY: Schools shall, when a student gives written or oral notice of cancellation, provide a refund within 30 days of said cancellation in the amount of at least the following:

- a) When notice of cancellation is given before midnight of the fifth business day after the date of enrollment, all registration fees, tuition and any other charges shall be refunded to the student.
- b) When notice of cancellation is given after midnight of the fifth business day following acceptance but prior to the close of business on the student's first day of class attendance, the school may retain no more than the registration fee which may not exceed \$150 or 50% of the cost of the tuition, whichever is less.
- c) When notice of cancellation is given after midnight of the fifth business day following acceptance and after the student's completion of the first day of class attendance, but prior to the student's completion of 5% of the program of instruction, the school may retain the registration fee and the cost of any books or materials which have been provided by the school, an amount not to exceed 10% of tuition and other instructional charges, or \$300, whichever is less.
- d) When a student has completed in excess of 5% of the program instruction the school may retain the registration fee but shall refund part of the tuition and other instructional charges in accordance with whichever of the following applies:
 - 1) After 5% of the program of instruction, but within the first 4 weeks of classes, the school shall refund at least 80% of the tuition and fees.
 - 2) During the first 25% of the program, the school shall refund at least 55% of the tuition and fees.
 - 3) During the second 25% of the program, the school shall refund at least 30% of the tuition and fees.
 - 4) In cases of the withdrawal after 50% of the program, the school shall retain 100% of the tuition and fees.

If a student withdraws or is terminated, refunds will be provided within 30 days of student's drop/dismissal notification date.

- A student, who on personal initiative and without solicitation enrolls, starts, and completes a program of instruction before midnight of the fifth business day after the enrollment agreement is signed, is not subject to the cancellation provisions of this Section.
- Applicants not accepted by the school shall receive a refund of all tuition and fees paid within 30 calendar days after the determination of non-acceptance is made.
- Deposits or down payments shall become part of the tuition.
- The school shall mail a written acknowledgement of a student's cancellation or written withdrawal to the student within 15 calendar days of the postmark date of notification. Such written acknowledgement is not necessary if a refund has been mailed to the student within 15 calendar days.
- A student may give notice of cancellation to the school in writing. The unexplained absence of a student from a school for more than 5 consecutive school days shall constitute constructive notice of cancellation to the school. For purposes of cancellation the date shall be the last day of attendance.

- A school shall refund all monies paid to it in any of the following circumstances: a) the school did not provide the prospective student with a copy of the student's valid enrollment agreement and a current catalog; b) the school cancels or discontinues the program of instruction in which the student has enrolled; c) the school fails to conduct classes on days or times scheduled, detrimentally affecting the student.

REFUND POLICY FOR STUDENTS PARTICIPATING IN FEDERAL FINANCIAL AID: This policy applies to all students who withdraw, drop out, or are terminated by Midwest Technical Institute and receive financial aid from the Title IV funds. The term "Title IV Funds" refers to Federal Pell Grants, Subsidized Federal Stafford Loans, Unsubsidized Federal Stafford Loans, and Federal Parent Loans for Undergraduate Students (PLUS).

For purposes of the Return of Title IV Funds Policy, a student's withdrawal date is: the student's last day of attendance. Title IV aid is earned in a prorated manner on a per diem basis up to and including the 60 percent point in the payment period. Title IV aid is considered 100 percent earned after that point in time.

Students who withdraw from the school or are terminated by the school prior to completing more than 60 percent of their payment period (a period of time for which student receive Title IV aid) will have their Title IV eligibility recalculated based on the percent of the payment period attended.

The percent of Title IV aid earned is calculated as: Number of days completed by the student divided by the number of days in the payment period equal the percent of payment period completed. The total number of calendar days in a payment period and the number of days completed by the student will exclude any scheduled breaks of five days or more, as well as any days the student was on an approved Leave of Absence. In the case of a clock hour program the percentage will be the number of hours scheduled to be completed as of the student's last day of attendance divided by the total clock hours in the payment period.

The amount of aid unearned will be the total amount of aid that was disbursed or could have been disbursed for the payment period. If the amount of unearned aid exceeds the amount earned, then the school, the student or both must return the Title IV funds to the appropriate Title IV account. The amount to be returned equals the amount of aid that was disbursed minus the amount of aid earned. The amount of Title IV aid unearned that will be returned by MTI to the appropriate Title IV program the student or the amount of institutional charges that the student incurred during the payment period multiplied by the percentage of the funds unearned. The Title IV funds will be returned in the following order:

- Unsubsidized Federal Stafford Loan
- Subsidized Federal Stafford Loan
- Federal PLUS
- Federal Pell Grant
- Other grants or loan assistance authorized by Title IV of the HEA

MTI will return the unearned aid within 45 days from the date the school determined the student withdrew.

When the amount of unearned aid is greater than the amount returned by MTI from the student's account, the student is responsible for returning unearned aid to the appropriate Title IV program as follows:

- Unsubsidized Federal Stafford Loan*
- Subsidized Federal Stafford Loan*
- Federal PLUS*
- Federal Pell Grant**
- Other grants or loan assistance by Title IV of the HEA

The student (or the parent in the case of funds due to a parent PLUS Loan) must return or repay as appropriate, the amount determined to be:

*Any Title IV loan program in accordance with the terms of the loan listed on the promissory note; and

**Any Title IV grant program as on overpayment of the grant; however, a student is not required to return the following:

- The portion of a grant overpayment amount that is equal to 50 percent of the total grant assistance that was disbursed (and that could have been disbursed) to the student for the payment period of enrollment.
- With respect to any grant program, a grant overpayment amount of 50 dollars or less is not a remaining balance.

Within thirty (30) days of the date the school determined the student withdrew, the student will be notified in writing if they are required to return any federal grant aid (Federal Pell). The student is considered to be in an over payment status. A student who owes a federal grant overpayment remains eligible for Title IV funds for a period of 45 days from the earlier of the date the school sends a notification to the student of the overpayment, or the date the school was required to notify the student of over payment.

If during the 45 day period the student repays the overpayment to the school or signs a repayment agreement with the U.S. Department of Education, the student will remain eligible for further Title IV funds. If during the 45 day period the student fails to repay the overpayment or sign a repayment agreement with the U.S. Department of Education, the student is considered to be in an overpayment status and, thus, ineligible for any additional Title IV aid until that amount is repaid.

If the total amount of Title IV grant or loan assistance, or both, that the student earned is greater than the total amount of Title IV assistance that was disbursed as of the date of the institution's determination that the student withdrew, the difference between these amounts must be treated as a post-withdrawal disbursement. If outstanding charges exist on the student's account, the institution may credit the student's account up to the amount of outstanding charges with all or a portion of any:

- Grant funds that make up the post-withdrawal disbursement
- Loan funds that make up the post-withdrawal disbursement only after obtaining confirmation for the student or parent in the case of a parent PLUS loan, that they still wish to have the loan funds disbursed.

REFUND POLICY FOR STUDENTS USING VETERANS EDUCATION BENEFITS: The school will charge a sum which does not vary more than 10% from the exact pro rata portion of tuition, fees, and other charges that the length of the completed portion of the program bears to its total length. The exact portion will be determined on the ratio of the number of days of instruction completed by the student to the total number of instructional days in the program (number of hours completed divided by the total number of hours in program plus 10% = refund). Refund will be made within forty (40) days of the change in student status.

**AGREEMENT TO BINDING INDIVIDUAL ARBITRATION AND WAIVER OF JURY TRIAL
("ARBITRATION AGREEMENT")**

Please read this carefully. It affects your rights.

Any disputes, claims, or controversies between me and Midwest Technical Institute no matter how described, pleaded or styled, arising out of or relating to the Enrollment Agreement of which this Arbitration Agreement is a part, my recruitment, enrollment, or attendance at Midwest Technical Institute, the education provided by Midwest Technical Institute, Midwest Technical Institute's billing, financial aid, disbursement of funds, career service assistance, or any other claim relating in any manner to my relationship with Midwest Technical Institute that is not resolved in accordance with the Grievance Procedures set forth in the Enrollment Agreement, shall be resolved by binding arbitration under the Federal Arbitration Act. In addition, any dispute as to the arbitrability of a particular issue or claim or the validity of this Arbitration Agreement shall be resolved through arbitration. For purposes of this Arbitration Agreement, the terms "Midwest Technical Institute," "you", "yours" or "School" mean Midwest Technical Institute, its predecessors in interest, successors, assigns, parents, subsidiaries, divisions, and affiliates (the "MTI Entities"), and each of the MTI Entities' owners, shareholders, partners, members, officers, directors, employees, agents, representatives, heirs, executors, administrators, attorneys, insurers, and all persons acting by, through, under, or in concert with them, as well as any subsequent holders of the Enrollment Agreement. I understand that Midwest Technical Institute is a trade name owned by Midwest Technical Institute, Inc., and that the definitions of the terms "you", "yours" and "School" as used in this Arbitration Agreement encompasses Midwest Technical Institute, Inc.. The terms "I", "me", and "my" as used in this Arbitration Agreement mean the Student/Buyer and any Co-signer.

I agree that by entering into this Arbitration Agreement, School and I are each waiving the right to a trial by jury, to participate in a class action, or to have claims brought by or against either of us joined or consolidated with claims brought by or against another person.

Exclusion for small claims court actions - Notwithstanding the preceding paragraph, either party may file an action in small claims court.

Complaints to Regulatory Agencies - Nothing in this Arbitration Agreement prohibits me from filing a complaint with the state regulatory agency or accrediting agencies listed in School's catalog.

RIGHT TO REJECT: I may reject this Arbitration Agreement by mailing a signed rejection notice to 2731 Farmers Market Road, Springfield, IL 62707-8805 within 20 days of the date that I sign this Enrollment Agreement. Any rejection notice must include my name, address, e-mail address and telephone number.

Choice of Arbitration Provider and Arbitration Rules - Unless you and I both agree to an alternative, the arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator and under the AAA's Commercial Arbitration Rules and applicable supplementary rules and procedures of the AAA in effect at the time the arbitration is brought, including the Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules"). Information about the arbitration process can be obtained from AAA at www.adr.org or 1-800-778-7879.

Location of arbitration – All in-person hearings and conferences in the arbitration shall take place in a locale within 50 miles of the campus I attend or attended, unless the School and I agree otherwise. If the county in which I reside at the time I file my claim is more than 50 miles from the campus I attend or attended, then I may choose that the hearings and conferences take place in my county. If my claim is for \$10,000 or less, I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If my claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Choice of Law – You and I agree that the Enrollment Agreement evidences a transaction involving interstate commerce, that the arbitrator shall apply federal law to the fullest extent possible, and that the Federal Arbitration Act (9 U.S.C. §§1-16) (including the applicable substantive and procedural provisions thereof) (“FAA”), and not any state law, shall govern the applicability, interpretation and enforcement of this Arbitration Agreement that is included in the Enrollment Agreement.

Costs, fees, and expenses of arbitration - Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The amount AAA charges to the consumer for filing a claim under the Supplementary Procedures for Consumer Related Disputes is currently \$200, and all remaining amounts are paid by the business (including administrative fees, arbitrator compensation, and expenses). However, this amount is subject to change by the arbitration provider. I understand that if I grossly overstate my claimed damages and the business is required to pay significant fees to the AAA, then the business may seek to recover those costs regardless of who succeeds in the arbitration.

Relief and remedies - The arbitrator shall have the authority to award in favor of the party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to limits that would apply in court), and attorneys’ fees and costs. In addition, the arbitrator may award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted in that party’s claim. Upon the timely request of either party, the arbitrator shall render a written decision setting forth his or her essential findings and the basis of his or her award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions against the applicable party 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 on a party or a party’s counsel under Rule 11 of the Federal Rules of Civil Procedure. The arbitrator may also award fees and expenses in accordance with any applicable AAA rule.

Effect of Arbitration Award - Any state or federal court with jurisdiction and venue may enter an order enforcing this Arbitration Agreement, enter judgment upon the arbitrator’s award and/or take any action authorized under the FAA. For any arbitration-related proceedings in which courts are authorized to take action under the FAA, each party expressly consents to the non-exclusive jurisdiction of any state court of general jurisdiction or any state court of equity that is reasonably convenient to me, *provided* that the parties to any such judicial proceeding shall have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.

Survival, Severability: This Arbitration Agreement shall survive the termination of my relationship with you or any change in my enrollment status. 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. Any or all of the limitations set forth in this Arbitration Agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

IMPORTANT WAIVERS: 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.

Student Acknowledgements

- I hereby acknowledge receipt of the school’s catalog, which contains information describing programs offered, and equipment or supplies provided. The school catalog is included as part of this enrollment agreement and I acknowledge that I have received a copy of this catalog. **Student Initials**_____
- I have carefully read and received an exact copy of this enrollment agreement. **Student Initials**_____
- I understand that the school may terminate my enrollment if I fail to comply with attendance, academic, and financial requirements or if I fail to abide by established standards of conduct, as outlined in the school catalog. While enrolled in the school, I understand that I must maintain satisfactory academic progress as described in the school catalog and that my financial obligation to the school must be paid in full before a diploma, transcript or certificate may be awarded.
Student Initials_____
- I hereby acknowledge that the school has made available to me all required disclosure information listed under the Consumer Information section of this Enrollment Agreement. **Student Initials**_____
- I understand that the school does not guarantee transferability of credit and that in most cases, credits or coursework are not likely to transfer to another institution. In cases where transferability is guaranteed, Midwest Technical Institute must provide me copies of transfer agreements that name the exact institution(s) and include agreement details and limitations.
Student Initials_____
- I understand that the school does not guarantee job placement to graduates upon program completion.
Student Initials_____
- I understand that complaints, which cannot be resolved by direct negotiation with the school in accordance to its written grievance policy, may be filed with the Boards of Education, address is on page 10. **Student Initials** _____

The name of the school employee or admissions personnel responsible for procuring or enrolling this student:

School Employee or Admission Representative Signature

Date

Signature of Student

Accepted by Midwest Technical Institute

Printed name of Student

Date

School Director or Director of Education

Date

Midwest Technical Institute Grievance Review Board

Complaints against this school can be registered with the Grievance Review Board. The Grievance Review Board will resolve the matter informally and a written notice will be sent to the student. The address is listed below:

Midwest Technical Institute
Attn: Grievance Review Board

Springfield, MO Campus

3600 Glenstone Outer Road

Springfield, MO 65804

COMPLAINTS AGAINST THIS SCHOOL MAY BE REGISTERED WITH THE STATE BOARD OF EDUCATION AT EITHER OF THE FOLLOWING ADDRESSES AND TELEPHONE NUMBERS. IF YOU BELIEVE YOUR RIGHTS HAVE BEEN VIOLATED, YOU MAY FILE A WRITTEN COMPLAINT WITH THE STATE BOARD OF EDUCATION AT ONE OF THE ADDRESSES LISTED BELOW:

Missouri Department of Higher Education
205 Jefferson Street
P.O. Box 1469
Jefferson City, MO 65102-1469
(573) 751-2361
www.dhe.mo.gov

Board of Cosmetology and Barber Examiners
P.O. Box 1062
Jefferson City, MO 65102
<http://pr.mo.gov/cosbar.asp>

The terms and conditions written on all ten pages of this enrollment agreement apply as though they appeared on the same page.

Revised 12/30/15

**Rasmussen College,
Excerpt of 2014-2015 Academic Catalog –
Florida**

Available

at http://www.rasmussen.edu/pdf/course_catalog/2014_2015_fl_catalog.pdf



RASMUSSEN
COLLEGE

2014-2015 ACADEMIC CATALOG

FLORIDA

A 90

MISSION

Rasmussen College is an institution of higher learning dedicated to global enrichment and meeting the evolving needs of our diverse communities.

With an emphasis on innovative programs, dynamic curriculum, and general education skills, we are committed to being a pioneer in the field of career-focused education.

We empower our students, faculty and staff to exceed the expectations of society through academic excellence, community enrichment, and service to the public good.

PURPOSES

TO ACCOMPLISH OUR MISSION, RASMUSSEN COLLEGE ESTABLISHED THESE PURPOSES:

- 1. Educational Excellence and Assessment:** Rasmussen College fosters a learning and teaching community that is challenging, stimulating and student-focused. The College uses continuous evaluation and a number of assessment tools and methods to ensure student learning, effective teaching, student persistence and institutional effectiveness.
- 2. Teaching, Learning, and Development:** Rasmussen College provides learning opportunities in an environment of mutual respect in an unbiased atmosphere, preparing students and team members for success, lifelong learning and continued improvement in a global environment.
- 3. Mission and Service:** Rasmussen College publicly states its mission and demonstrates its commitment to the public good by supporting career-focused education that empowers local communities. The College builds community through education and interacts with its constituency with integrity and transparency.
- 4. Resources and Effectiveness:** Rasmussen College allocates resources to human capital, facilities and technology in its commitment to accuracy, connectedness and timeliness. The College is dedicated to effective use and investment of resources and a quality learning and teaching environment for students, staff and faculty.
- 5. Diversity and Inclusion:** Rasmussen College promotes diversity awareness, respect for multiple perspectives, and inclusion among all College stakeholders in and out of classrooms.

2014-2015 ACADEMIC CALENDAR

- Summer Quarter
July 7 – September 21
- Early Fall Quarter
August 11 – September 21
- Fall Quarter
October 6 – December 21
- Early Winter Quarter
November 10 – December 21
- Winter Quarter
January 5 – March 22
- Early Spring Quarter
February 9 – March 22
- Spring Quarter
April 6 – June 21
- Early Summer Quarter
May 11 – June 21
- Summer Quarter
July 6 – September 20

COLLEGE HOLIDAYS

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
and the following Friday
- Christmas Day

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ACADEMIC INFORMATION AND COLLEGE POLICIES

ADMISSIONS AND ENROLLMENT PROCEDURES

Congratulations on taking the first steps toward earning your degree and achieving your professional goals. If you haven't already done so, schedule a time to discuss your educational and career objectives with a member of our admissions team. Contact information is at the end of this document and on our website at rasmussen.edu. Our staff is knowledgeable in helping you select the right major to prepare you for your desired career.

Whether you are looking at a campus-based, online, or a blended learning model, our staff will assist you in planning your course schedule and connect you with our student financial services team to get you started on your journey toward earning a college degree.

When you've chosen the program that best meets your needs, apply for admission by submitting or completing the following:

- Application Form
- Attestation of high school graduation or equivalency
- Enrollment Agreement
- Rasmussen College entrance placement exam(s)
- Rasmussen College Experience Course (if applicable)
- All financial arrangements are complete, submitted, and verified
- Criminal background check, some programs require applicants to complete a criminal background check. Please see College Acceptance or Rejection of Application for Admission for more details.
- Individuals applying for admission to the Computer Science, Law Enforcement, Medical Laboratory Technician, Software Application Development, Surgical Technologist, or School of Nursing programs must meet program-specific admissions requirements, in addition to all general Rasmussen College admissions requirements. See the admissions policies for these programs under Academic Information and College Policies.
- International Students are required to submit the following in addition to that above in order to apply for admission to Rasmussen College:
 - TOEFL test score of 500 paper-based or 173 computer-based or 61 for Internet-based.
 - Graduates of high schools outside of the United States need to provide an official transcript or high school diploma along with their standard attestation. Additionally, if the transcript/diploma is not in English, it needs to be evaluated by an academic credential evaluation agency to indicate the student's education level equivalent to U.S. secondary education standards.
 - Rasmussen College is an approved Student and Exchange Visitor Program (SEVP) School. All international students seeking an F-1 Visa will need to provide evidence that all of the qualifications of the Form I-20 have been met before Rasmussen College will issue an I-20.

Rasmussen College will notify you in writing of your acceptance or rejection. All money paid to the College will be refunded if you are not accepted except any non-refundable test fees required for the Medical Laboratory Technician, Surgical Technologist, or School of Nursing programs. All new students will complete an orientation program prior to beginning classes which includes an experiential course and an informational session covering college policies and services. This required orientation program provides students with valuable tools and knowledge necessary for success at Rasmussen College.

UNLESS OTHERWISE NOTED, THE POLICIES IN THIS CATALOG REPLACE ALL PREVIOUSLY ISSUED VERSIONS.

Rasmussen College Admissions Nondiscrimination Policy

Rasmussen College is committed to the principle of equal opportunity in education. Rasmussen College admits students without regard to their race, color, sex, age, national or ethnic origin, religion, sexual orientation, ancestry, disability, veteran status, marital status, parental status, or any other protected status to all the rights, privileges, programs, and other activities generally accorded or made available to students at Rasmussen College. Rasmussen College does not discriminate against individuals on the basis of race, color, sex, age, national or ethnic origin, religion, sexual orientation, ancestry, disability, veteran status, marital status, parental status, or any other protected status, in the administration of its educational policies, admissions policies, scholarship and loan programs, and other Rasmussen College administered programs and activities. Otherwise qualified persons are not subject to discrimination on the basis of disability.

Student Definition

The word "student" means the student himself or herself if he/she is the party to the contract, or his/her parents or guardian or another person, if the parent, guardian, or other person is party to the contract on behalf of the student.

College Acceptance or Rejection of Application for Admission

The College will notify each applicant in writing of acceptance or rejection based on fulfillment of the following requirements:

- Completed application form and enrollment agreement
- An attestation of high school graduation or equivalency. If any information provided on the attestation is found to be false, the student will be subject to immediate dismissal from the College, all credits will be invalidated and any financial aid will have to be repaid.
- Applicants providing a college transcript indicating a grade of C or higher or a grade of Pass in college-level English and/or mathematics are not required to complete College entrance placement examinations in the corresponding subject area and will not require developmental coursework in areas in which they have previously proven this proficiency.

Applicants without a conferred associate's degree or higher and who have not completed a college-level English course are required to complete the Reading & Writing sections of the placement examination. Students who have not completed a college-level math course are required to complete the math portion of the placement examination.

Applicants providing a transcript with a conferred associate's degree or higher are not required to complete the College entrance placement examination in Reading and Writing and will not require remedial coursework in this area. Students providing a transcript with a conferred Associate's degree or higher indicating a passing grade in college-level mathematics are not required to complete the College entrance placement examination in mathematics and will not require remedial coursework in this area.

- Successful completion of Rasmussen College Experience Course. All prospective students, except as noted below, of Rasmussen College must successfully complete the College Experience Course with a cumulative score of 80% or higher in order to continue the enrollment process. Students who do not successfully pass the College Experience Course with a score of 80% or higher on the first attempt will be allowed an additional opportunity to re-take the course three months after the start of the first attempt. The student may be allowed to retake earlier than the three months upon a granted appeal. A third and final attempt may be granted based on two conditions: 1) one year has passed since the original first attempt; 2) written request is submitted by the student. The following students are exempt from the College Experience Course requirement: graduates of Rasmussen College within the last two years, students who successfully completed the Child Development Associate preparation program (CDA) within six months of enrolling into a program; students accepted into Surgical Technologist, Medical Laboratory Technician, Law Enforcement Skills, Law Enforcement Academic and Law Enforcement AAS, Nursing, Flex Choice or Accelerated programs, Early Honors program and Individual Progress and Audit students as well as reentering students who have already successfully completed the College Experience Course.

Students accepted into Surgical Technologist, Medical Laboratory Technician, Law Enforcement Skills, Law Enforcement Academic and Law Enforcement AAS, Nursing, Early Honors program and Individual Progress and Audit students as well as reentering students who have already successfully completed the College Experience Course will be required to successfully complete the Online College Readiness Course.

- All financial arrangements are complete, submitted and verified
- For selected programs, applicants must also pass a criminal background check. See additional information.
- Individuals applying for admission to the Computer Science, Law Enforcement, Medical Laboratory Technician, Software Application Development, Surgical Technologist, or School of Nursing programs must meet program-specific admissions requirements, in addition to all general Rasmussen College admissions requirements. See the admissions policies for these programs under Academic Information and College Policies.
- International Students are required to submit the following in addition to that above in order to apply for admission to Rasmussen College:
 - Graduates of high schools outside of the United States need to provide an official transcript or high school diploma along with their standard attestation. Additionally, if the transcript/diploma is not in English, it needs to be evaluated by an academic credential evaluation agency to indicate the student's education level equivalent to U.S. secondary education standards.

– TOEFL test score of 500 paper-based or 173 computer-based or 61 for Internet-based.

– Rasmussen College is an approved Student and Exchange Visitor Program (SEVP) School. All international students seeking an F-1 Visa will need to provide evidence that all of the qualifications of the Form I-20 have been met before Rasmussen College will issue an I-20. Form I-20 is a government form that tells the U.S. government that you are eligible for F-1 Student Status. It certifies that:

- 1) you are or expect to be a full-time student pursuing a degree at Rasmussen College;
 - 2) you meet our admissions requirements;
 - 3) you proved to us that you have enough financial resources to study and live in the U.S. without working illegally or suffering from poverty.
- In addition to all other admissions requirements, students must be at least 16 years old to enroll at Rasmussen College.

The College reserves the right to reject any applicant on the good faith belief that the applicant is seeking to enroll for any reason other than to obtain an educational degree or credential, or if the College determines that admission of the applicant would create a potential danger or disruption to the College or its existing students, staff and faculty.

In the event of rejection, any monies paid will be refunded in full. The date of acceptance by the College shall be presumed to be the date of delivery of the notice of acceptance; and if delivered by mail, the postmarked date of the letter of acceptance.

* Official and unofficial transcripts and grade reports for courses completed at regionally or nationally accredited institutions of higher learning as recognized by the Department of Education and the Council on Higher Education Accreditation (CHEA) will be accepted.

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Entrance Assessment

The STEP (Student Testing for Educational Placement) exam is used for entrance assessment. Based on the outcomes in the areas of English and Math, students are placed in the following courses:

Subject	Score	Course Placement
Writing	0-16 items correct	Not eligible for admission
Writing	17-24 items correct	B080 Reading and Writing Strategies
Writing	25-35 items correct	ENC 1101 English Composition
Math	0-16 items correct	B087 Practical Math
Math	17-35 items correct	Lower-division Math/Natural Sciences coursework

Assessment

Rasmussen College has developed an institutional culture wherein assessment is at the heart of the College's daily functions. The Rasmussen College Comprehensive Assessment Plan (CAP) is the primary measurement for the Institution's mission. The CAP is organized around the Mission Statement and the six purposes that support the mission. For each purpose, supporting objectives have been developed, and assessment tools are used to collect data and assess each objective. In this way, the College systematically assesses the purposes and, ultimately, the mission of the Institution. In the spirit of this learning-focused approach to assessment, academic assessment at Rasmussen College follows a pattern of incoming, ongoing, and outcome assessment.

The College has an academic assessment plan that it uses to evaluate and improve the quality of learning and teaching. The academic assessments used measure incoming student skills through a placement test to determine students' reading, writing, and numeracy skills; ongoing skills in a formative fashion in individual courses; and end of program skills through various program outcomes assessments.

At designated points in their programs of study students are required to complete with a passing grade a seminar course. Students who have completed E242 Career Development prior to summer quarter of 2011 will not be required to take the seminar course. Following is the most common method by which students will complete the various seminar courses, but there may be some variation from this depending on course sequencing or other scheduled courses that are required for a student's program completion.

- Students must complete the freshman seminar as part of certificate course requirements the quarter they are scheduled for the E242 Career Development course.
- Students must complete the sophomore seminar the quarter in which they finish the diploma course requirements.
- Students must complete the junior seminar the quarter in which they finish the Associate's degree requirements to graduate from an Associate's degree program.
- Students must complete the senior seminar the quarter in which they finish the Bachelor's degree requirements to graduate from a Bachelor's degree program.

The purpose of the non-credit, pass/fail graduation requirement seminar course is to challenge students at the end of their program of study to reflect on concepts and skills learned in courses across the curriculum. Summative assessments included in the seminar course focus on general education skills that provide the basis for lifelong learning. Among the required assessments compiled in the seminar courses are the components of the Graduate Achievement Portfolio (GAP), which may include communication, critical thinking, information literacy, and diversity awareness, depending on the course. Other external assessments may also be included in the seminar courses.

For programs which require a conferred Associate's degree from an accredited institution as recognized by the Department of Education in order to be considered for admission, students are not required to complete the Junior Seminar.

Re-Enter Policy

Students may re-enroll in certificate or diploma programs one time, Associate's degree programs two times, and Bachelor's degree programs up to four times, unless the Dean or Campus Director, determines that mitigating circumstances exist. Any student who withdraws from classes after the first week of the initial quarter of attendance and then elects to return in a subsequent quarter is defined as a re-enter. Re-entering students are treated as new students for the purposes of tuition, academic program requirements, and graduation standards. For the calculation of Satisfactory Academic Progress, re-entering students are treated as continuing students and must meet progress requirements. All reentering students, regardless of time away from the College, must successfully complete the College Experience Course or have a record of successfully completing the College Experience Course as part of the acceptance process for returning to the College. All re-entering students must comply with all other college acceptance criteria as outlined in the current catalog before being accepted into the College as a re-enter.

Determination of whether a student is eligible to re-enroll is based on the criteria below. A student will be allowed to start the enrollment process and re-enter if the student meets the following criteria: all other enrollment qualifications are met at the time of reentry; the student is in good academic standing as defined in the Standards of Satisfactory Academic Progress guidelines in this catalog at the time of the most recent withdrawal; the student has no outstanding balance owed to the College; and the student has successfully completed any required Foundations Writing courses or placed into Reading and Writing Strategies previously or through re-test, and has a previous clear background check.

A re-entry process will be initiated for a student who is not meeting Satisfactory Academic Progress as defined in the Standards of Satisfactory Academic Progress guidelines in this catalog at the time of previous withdrawal from the College or re-entry request and/or re-entry request and/or has an outstanding balance with the College or has not met the Foundations course requirements at the time of the request. As part of the re-entry process the student will be required to participate in Project Rally following the Re-entry Process Guidelines. The re-entry request will either be approved or denied based on a review of the student's current academic standing at the time of withdrawal, financial status and completion of online learning tools within Project Rally.

A complete description and the requirements of the re-entry application process are available through the Program Managers.

Students in Health Sciences programs who wish to re-enter into select School of Health Sciences programs must complete a programmatic assessment in order to determine an appropriate level of re-entry. These students will be allowed to re-enter at the appropriate level in a current program if a space in the program is available.

Students who wish to re-enter into a Nursing program must complete a programmatic assessment in order to determine an appropriate level of re-entry. Nursing students will have their previously completed Nursing core courses as designated by course prefix (NUR, NUR, PN, PRN, HUN) assessed against the current program to determine which will be applied to the program into which they are enrolling, all previously completed general education courses will be applied as required in the program. Rasmussen College will allow the student to re-enter at the appropriate level in a current program if a space in the program is available and all other re-entry requirements are met.

ADMISSIONS REQUIREMENTS

Background Checks

For some programs, Rasmussen College requires applicants to pass a background check before admission. Note that "passing" a criminal background check is determined by Rasmussen College, in its sole discretion. The background check is designed to alert students to issues that may impair their ability to complete clinical, externship or practicum activities, obtain employment upon graduation, or accumulate unnecessary student loan debt.

The following programs require a general background check for admission in all states:

- Criminal Justice
- Early Childhood Education
- Fire Science
- Health Information Management
- Health Information Technician
- Healthcare Management
- Human Services
- Law Enforcement
- Law Enforcement Academic
- Law Enforcement Skills
- Medical Billing and Coding
- Paralegal
- Pharmacy Technician

The following programs require a general background check for admission in all states except Minnesota. In Minnesota, these programs require a Minnesota Department of Human Services background check for admission:

- Health Sciences
- Medical Assisting
- Medical Laboratory Technician
- Practical Nursing
- Professional Nursing
- Surgical Technologist

In Minnesota, the following programs require a Minnesota Bureau of Criminal Apprehension background check in addition to the general background check for admission:

- Law Enforcement
- Law Enforcement Academic
- Law Enforcement Skills

In Florida, the following programs require a Florida Department of Law Enforcement (FDLE) background check in addition to the general background check for admission:

- Practical Nursing
- Professional Nursing

Programs listed here may not be available in each state. See program pages in this catalog or program listings on rasmussen.edu for program availability.

General Criminal and FDLE Background Check Process:

A student enrolling in any of the general criminal or FDLE background check designated programs must complete a Background Release Form, as well as a Background Check Attestation. Campuses will be notified directly of applicants whose background check results are clear. If the background check reveals a potential problem, Rasmussen College will review the applicant's background to determine whether the applicant is eligible to start the program. If a student is not eligible for a program, he/she is also not eligible for financial aid while attending school for that program, and any financial aid funds disbursed must be returned to the lender. This also applies to a student whose appeals are denied. If a student is determined ineligible for admission, the following must be completed:

- All Title IV, state and grant aid (Grants, Scholarships and VA) must be returned.
- The student must return all course resources.
- If the student is taking transferable general education courses, the student may elect to finish those courses for that quarter, if the student pays for the course resources.
- If a student chooses to appeal his/her termination from the school, all appeals must be completed by the end of the first quarter, or the student may not continue to the next quarter.

A student enrolling in a program that requires a background check will not have his/her aid submitted until the student is determined to be eligible either through a clear or possible letter or successfully going through the appeals process. This process may delay a student's funding until the background check process is complete.

The College will send either a possible issue letter or a pre-adverse action letter to all applicants whose background check reveals a potential problem. A possible issue letter informs applicants that a potential problem revealed in their background check may prevent the student from completing practicum activities, field trip experiences, and/or finding employment in-field after graduation. Applicants who receive a possible issue letter may acknowledge the issue and make an informed decision to continue with the program, or they may choose to change programs.

A pre-adverse action letter informs the student that the College is about to take adverse action by either not allowing the applicant to enroll in a certain program, or removing a student from a certain program, based on the background check. After receiving a pre-adverse letter the student may contact the background check firm directly to dispute the information contained in the background check. Within seven days of sending the pre-adverse action letter the College will send the student an adverse action letter indicating the action to be taken. The Director of Admissions will contact the applicant to explain the options available.

If the applicant wishes to appeal the decision, a written appeal should be submitted to the Director of Admissions. The College will review the appeal and issue a final decision. A student whose appeal has been denied has the right to request to file one request for reconsideration of their appeal, but must provide supplemental or additional information to support such a request for reconsideration.

Minnesota Department of Human Services Background Check Process

A student enrolling in any of the MDHS designated programs must complete a Background Release Form, as well as a Background Check Attestation. If a student is not eligible for a program, he/she is also not eligible for financial aid while attending school for that program, and any financial aid funds disbursed must be returned to the lender.

A student enrolling in a program that requires a MDHS background check will not have his/her aid submitted until the student is determined to be eligible either through a MDHS blue clearance letter or set aside letter. This process may delay a student's funding until the background check process is complete.

A student who receives a MDHS yellow letter may attend class for one quarter while the MDHS finalizes its decision. If the MDHS has not finalized its decision by the end of the student's first quarter of enrollment, the student will be withdrawn from the College and not allowed to continue into a second quarter. If the MDHS finalizes its decision with a blue clearance letter after the withdrawal, the student will be eligible for re-entry/re-enrollment for the next subsequent start date.

A student who receives a MDHS disqualification is determined ineligible for admission and must complete the following:

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- All Title IV, state and grant aid (Grants, Scholarships and VA) must be returned.
- The student must return all course resources.
- If the student is taking transferable general education courses, the student may elect to finish those courses for that quarter, if the student pays for the course resources.

A student who receives a MDHS disqualification may choose to apply for a Commissioner's Reconsideration with the MDHS. If the Commissioner sets aside the disqualification, Rasmussen College will allow the student to apply for re-entry/re-enrollment for the next subsequent start date.

Immunization Requirements

Minnesota law (M.S. 135A.14) requires proof that all students born after 1956 are vaccinated against diphtheria, tetanus, measles, mumps, and rubella, allowing for certain specified exemptions. Non-exempt students must submit the required vaccination information within 45 days after their first enrollment, or they cannot remain enrolled. Please see the campus for a list of possible exceptions.

In addition to other entrance requirements, Health Sciences and Nursing programs may require specific immunizations upon enrollment. Please see your campus for details.

Applying for Admission into the School of Nursing Practical Nursing or Professional Nursing Programs

Applicants pursuing admittance into a Practical Nursing or Professional Nursing Program must complete the following steps in order to be deemed eligible for admission:

1. Applicants must achieve a score on the College entrance placement examination acceptable for admission into the College at a level that does not require remedial coursework. Alternatively the applicant must provide a college transcript indicating a grade of C or higher in college-level English and/or Mathematics. Former or current students who have either achieved Entrance Placement score above that requiring a Foundation course or have provided a college transcript indicating a grade of C or higher in college-level English and Mathematics are not required to repeat the Entrance Placement test. Once applicants have met the Entrance Placement requirements above, the School of Nursing Entrance Exam may be scheduled.
2. Applicants must achieve a score on the Entrance Exam for Nursing which is acceptable for admission to the School of Nursing per the School of Nursing and School of Health Sciences Entrance Exam policy.
3. Applicants successful in completing the College entrance placement exam requirements and the School of Nursing Entrance Exam must complete the following prior to being deemed eligible for consideration for admission:
 - Rasmussen College Application
 - Health Physical and proof of vaccinations
 - The student will be required to have current Basic Life Saving & Cardio Pulmonary Resuscitation Certification with Defibrillator (BLS - CPR with Defibrillator). The certificate must have been issued by either the American Heart Association Healthcare Professionals or American Red Cross Professional Rescuers.
 - Criminal Background Screening
 - Any additional program specific requirements as specified at the time of enrollment.
 - Applicants with prior college credits will receive a transcript evaluation during the admissions process.

Applicants will receive a letter from the College in the mail confirming acceptance once all admissions requirements have been met, including attendance at programmatic orientation.

Accepted applicants must attend the Rasmussen College General Orientation and the School of Nursing Orientation. Failure to attend both orientation sessions will result in dismissal from the program.

Former nursing students in good standing with the School of Nursing who have not been enrolled for more than 12 months must successfully repeat the School of Nursing Entrance Exam to be deemed eligible for reenrollment into the nursing program through a consultation with the Dean of Nursing.

School of Nursing and the School of Health Sciences Entrance Exam

Applicants who have successfully completed College entrance placement requirements for the College will be given access by admissions to the online registration process for the School of Health Sciences and School of Nursing Entrance Exam. Here the applicant may register and pay associated fees for the study materials and exam. Based on exam scores, applicants may apply for a School of Health Sciences or School of Nursing program of study for which they qualify. Applicants not successful after the second attempt must wait 12 months before reapplying to the School of Nursing or to the Medical Laboratory Technician (MLT) or Surgical Technologist (ST) program. Applicants who have previously taken the entrance exam within the past twelve months for admission to another institution may, at their own expense, have the results transferred to Rasmussen College. Transferred scores will be verified by the Dean of Nursing and/or Academic Dean and will count as one of the two attempts allowed in a 12 month period. Any entrance exam results dated more than 12 months prior to application to Rasmussen College will not be considered.

Current students in other programs wishing to transfer into a course of study requiring the admissions standards outlined above will be required to take or retake the Entrance Exam according to test/re-test limitations and must meet the following composite score threshold(s).

- TEAS Score for admissions eligibility for Associate Degree Nursing (ADN) program and Mobility Bridge Entrance Option: 65% or higher composite score
- TEAS Score for admissions eligibility for Practical Nursing Diploma program: 55% or higher composite score
- TEAS Score for admissions eligibility for MLT or ST programs: 55% or higher composite score

Applying for Admission to the School of Health Sciences Associate's Phlebotomy Specialization Degree or Certificate

In addition to the College entrance requirements, applicants pursuing admittance into the Phlebotomy Certificate or Health Sciences Associate's degree programs must complete the following prior to being deemed eligible for admission:

- The applicant will be required to have current Basic Life Saving & Cardio Pulmonary Resuscitation Certification with Defibrillator (BLS - CPR with Defibrillator). The certificate must have been issued by either the American Heart Association Healthcare Professionals or American Red Cross Professional Rescuers.
- Minnesota campus applicants to this program must successfully complete and pass a Minnesota Department of Human Services background check.
- Prior to the student beginning their externship, the full three injection series of the Hepatitis B immunization and all other program required immunizations must be completed.

Applying for Admission to the School of Health Sciences Associate's General Specialization Degree

In addition to the College entrance requirements, applicants pursuing admittance into the Health Sciences Associate's degree General specialization programs must complete the following prior to being deemed eligible for admission:

- Minnesota campus applicants to this program must successfully complete and pass a Minnesota Department of Human Services background check.

Applying for Admission to the Medical Laboratory Technician and Surgical Technologist Programs

Applicants pursuing admittance into the Medical Laboratory Technician (MLT) and Surgical Technologist (ST) Programs must complete the following steps in order to be deemed eligible for admission:

1. Applicants must achieve a score on the College entrance placement exam acceptable for admission into the College at a level that does not require remedial coursework. Alternatively the applicant must provide a college transcript indicating a grade of C or higher in college-level English and/or Mathematics. Former or current students who have either achieved Entrance Placement score above that requiring a Foundation course or have provided a college transcript indicating a grade of C or higher in college-level English and Mathematics are not required to repeat the Entrance Placement test. Once applicants have met the Entrance Placement requirements above, the School of Health Sciences Entrance Exam may be scheduled.
2. Applicants must achieve a score on the School of Health Sciences Entrance Exam which is acceptable for admission per the School of Nursing and School of Health Sciences Entrance Exam policy.
3. Applicants successful in completing the College entrance placement exam requirements and the School of Health Sciences Entrance Exam must complete the following prior to being deemed eligible for consideration for admission:
 - Application
 - Background screening
 - Any additional program-specific requirements as specified at the time of enrollment. A Health Physical may be required and completed within the six months prior to Internship/Practicum as specified by the clinical facility.

Current students in other programs wishing to transfer into a course of study requiring the admissions standards outlined above will be required to take or retake School of Health Sciences Entrance Exam.

Once the applicant file is complete, the College will schedule an interview between the applicant and Program Coordinator/Director.

Students accepted into their program will receive a letter from the College in the mail.

The College may choose two additional applicants as alternates to join the program if another applicant is deemed ineligible or decides not to begin class. These two alternates must complete all the necessary steps for admission. Alternates will be guaranteed the opportunity for enrollment into the next cohort provided they remain eligible for admission.

Students must attend programmatic orientation as well as general orientation or risk being dismissed from the cohort.

Applying for Admission into the School of Nursing RN to BSN Program

Complete Application Requirements:

- Applicants to this program must have a current unencumbered Registered Nurse license, which will be verified
- Applicants to this program are exempt from the Entrance Placement Exam requirements
- Applicants with prior college credits will receive a transcript evaluation during the admissions process.
- Applicants will receive a letter from the College in the mail confirming acceptance once all admissions requirements have been met, including attendance at programmatic orientation.
- Accepted applicants must attend the Rasmussen College General Orientation.
- Any additional program specific requirements as specified at the time of enrollment.

Applying for Admission into Law Enforcement Programs

Applicants must achieve a score on the College entrance placement examination acceptable for admission into the College at a level that does not require developmental coursework. Alternatively the applicant may be exempt from all or portions of the College entrance placement exam per the terms of the College Acceptance or Rejection of Application for Admission College Entrance Placement Exam requirements. Applicants with lower than admissible scores may choose to repeat the application process once an English Composition or Math course has been successfully completed. Applicants should understand that admission to the program is based on several factors with College entrance placement examination scores being the most significant. Therefore it must not be assumed or implied that successful completion of an English Composition and/or Math course will guarantee admission into the program.

Former or current students who have taken the STEP and scored above that requiring a Foundation course are not required to repeat the College entrance placement examination.

Applicants who achieve the required minimum scores or who have proven a grade of C or higher or a grade of Pass in college-level English and/or Mathematics will be contacted by their Program Manager to complete the following:

- Information session
- Certified driving record documentation
- Criminal history record documentation
- Two-page written autobiography
- Health physical
- Psychological evaluation

Once the applicant file is complete, the Program Manager will schedule a face-to-face interview between the applicant and Program Coordinator/Director.

Following this interview, applicants can continue with the necessary steps to proceed, which include

- Application
- Provide official high school and college transcripts
- Rasmussen College background check
- Any additional program-specific requirements as specified at the time of enrollment

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Upon completing the application process, the completed files will be reviewed by the acceptance committee. Students accepted into their program will receive a letter from the College in the mail. Applicants must also attend programmatic orientation as well as general orientation or risk being dismissed as an applicant.

Applying for Admission into Software Application Development Certificate and Associate's, Computer Science Bachelor's, and Game and Simulation Programming Bachelor's Programs

Minimum scores of 22 on the Math portion and 25 on the Writing portion of the STEP test are required for entry into these programs. Alternatively the applicant may be exempt from all or portions of the College entrance placement exam per the terms of the College Acceptance or Rejection of Application for Admission College Entrance Placement Exam requirements.

Applying for Admission into the Paralegal Certificate Program

Admission into the Paralegal Certificate program requires candidates to have earned an Associate's degree which includes general-education courses equivalent to those required in Rasmussen College's Paralegal Associate's Degree, or a Bachelor's degree or higher.

Applying for Admission into the Health Information Management Bachelor's Program

Applicants pursuing admittance into the Health Information Management BS Degree program must possess an Associate's Degree in Health Information Technology/Management from a CAHIIM accredited program earned within the past five years or have an Associate's Degree degree and possess a current RHIT credential. If the degree was obtained over five years ago, the student needs to have work experience in the health information industry within the last five years and approval by the Program Coordinator.

Rasmussen College Early Honors Program

High school juniors and seniors who have reached the minimum age of 16 have the opportunity to earn college credit through Rasmussen College's Early Honors Program.

The Early Honors Program is a great way for high school students to experience college while still supported by high school staff and mentors, try a course that may not be offered at the high school, or explore a possible future career by taking an introductory course.

Early Honors coursework is available both on campus and online based on space available.

Rasmussen College Early Honors Program Terms and Conditions

Students must meet the following criteria and expectations to participate in the Rasmussen College Early Honors Program:

- Applicants must complete an Early Honors Program Application, which includes a high school attestation indicating expected graduation date.
- Applicants must have prior approval from a parent/guardian to be admitted into the program (requires a signed Early Honors Parent/Guardian Approval Form).
- Applicants must submit a signed Early Honors High School Approval Form.
- Applicants must be high school juniors or seniors and have a minimum cumulative high school grade point average of 2.25 out of a possible 4.00. Proof of GPA must be validated by a High School Counselor or Administrator on the Early Honors High School Approval Form.
- Applicants must score at least a 25 on the writing portion of the Rasmussen College entrance placement exam to be accepted to the Early Honors Program.
- The Early Honors Program Application deadline is four weeks prior to the start of the intended quarter of enrollment.
- Enrollment in the Program is limited to 20 students per quarter, per campus.
- Early Honors students may enter the Early Honors Program in the fall quarter of their junior year.
- The Early Honors program ends with the completion of spring quarter of the student's senior year.
- A maximum of 24 credits per student can be taken in the Early Honors Program.
- Early Honors students may take up to 8 credits per quarter without a tuition charge.
- To continue enrollment in the Early Honors Program, students must maintain a minimum Rasmussen College cumulative grade point average of 2.00.
- Early Honors students may take one course in their first quarter of enrollment. Upon receiving a grade of B or higher in their first course, students can request to be scheduled for the second quarter.
- Students must maintain a cumulative grade point average of 3.0 in order to take two courses per quarter.
- Early Honors Applicants must meet with the Director of Admissions and Dean before being accepted to the Early Honors Program to ensure they meet all criteria and requirements, and to approve their schedule.
- Early Honors students will be accepted on a space available basis for each course selected.
- Early Honors students must meet all course prerequisites as listed in the catalog.
- Nursing courses designated with a "PN", "PRN", "NU" or "NUR" are not available to Early Honors students.
- Early Honors students are responsible for the course resources fee for each course taken. Most technology courses require access to specialized hardware and software, which are available to students at all Rasmussen campuses. Early Honors students electing to complete courses online will need to secure access to required hardware and software. The College will provide specific technology requirements information for each course.
- Students will receive college credit towards a degree, diploma, or certificate at Rasmussen College for all successfully completed courses.
- Early Honors students will be issued an official transcript from Rasmussen College. These credits may be transferable at the discretion of the receiving institution.
- Early Honors students will receive high school dual enrollment credit for successfully completed Early Honors course at the discretion of the student's high school. Approval for dual enrollment credit must be confirmed on the High School Approval Form.
- Early Honors students may apply to a full program offered by Rasmussen College by completing the Application for Admission.

ACADEMIC INFORMATION AND COLLEGE POLICIES

PRIMARY SOURCES OF FINANCIAL AID AND HOW TO APPLY

Each campus has a professionally staffed Student Financial Services Office designed to help you apply for federal, state, and private assistance. The primary purpose of financial aid is to help students who otherwise would not be able to attend a post-secondary institution to meet the cost of higher education. The basic responsibility for financing your education lies with you and your family. Aid is based upon documented financial need — the difference between the cost of college and your ability to pay for it. Potential costs include books, tuition, supplies, room and board, transportation, living expenses, and child care costs.

There are three basic types of aid available to Rasmussen students:

- Various state and federal student loan programs.
- Gift Aid, also known as grants, is assistance you do not have to pay back and is usually based upon financial need.
- Employment through work study programs may provide relevant work experience and decrease the necessity of borrowing student loans for living expenses.

Tuition Rates

Please see the Tuition Structure section under Academic Information and College Policies for complete information on tuition rates.

	Program	Type of Award	Amount Per Year	Application
GIFT AID	Federal Pell Grant Program	Grant based on financial need.	\$600 - \$5,730	Free Application for Federal Student Aid (FAFSA)
	Federal Supplemental Educational Opportunity Grant (SEOG)	Grant based on financial need awarded by the institution. Notification is made by the College regarding eligibility.	\$100 - \$4,000, based on availability	Free Application for Federal Student Aid (FAFSA) – Awarded by the College
	Florida Student Assistant Grant (Florida residents only)	Grant based on financial information provided by the student on the FAFSA.	Varies	Free Application for Federal Student Aid (FAFSA) – Awarded by the College
EMPLOYMENT	Federal Work Study	Part-time jobs on campus or at local non-profit agencies. Based on financial need and skill level for positions available.	Varies	Free Application for Federal Student Aid (FAFSA) – Awarded by the College
FEDERAL LOAN PROGRAMS	Federal Subsidized Stafford Loan Program	Payment deferred until six months after student leaves college or attends less than half time. Need-based calculation.	1st Year - \$3,500 2nd Year - \$4,500 3rd Year+ - \$5,500	Free Application for Federal Student Aid (FAFSA) and Promissory Note processed through College and Lender and Entrance Counseling
	Federal Unsubsidized Stafford Loan Program	Principal and interest may be deferred until after student leaves college or attends less than half time.	Same as subsidized limits with additional \$2,000 for Dependent. Independent: 1st & 2nd Year \$6,000 3rd Year & above \$7,000.	Free Application for Federal Student Aid (FAFSA) and Promissory Note processed through College and Lender and Entrance Counseling
	Federal Parent Loan for Undergraduate Students (PLUS)	For credit-worthy parents of dependent undergraduates.	Up to college cost of attendance.	PLUS application and Promissory Note processed through College and Lender
VETERANS' BENEFITS	Veterans' Benefits	Veterans and dependents of veterans, including Guard and Reserve Component.	Monthly benefit based on service contributions	Veterans Administration or Veterans Service Officer

Gift aid and work study are awarded annually based on the fiscal year dates of July 1 through June 30. Students attending in more than one fiscal year period must reapply for financial aid assistance.

ACADEMIC INFORMATION AND COLLEGE POLICIES

SCHOLARSHIP AND GRANT PROGRAMS

Rasmussen College offers the following institutional scholarship and grant programs. All scholarships are non-cash scholarships. Some campuses have additional scholarships available; please contact your Student Financial Services Office for more information.

Achieve Scholarship

Rasmussen students may be eligible to receive an Achieve Scholarship award based upon specific enrollment criteria. Recipients can receive up to \$8,000 (U.S.) in quarterly increments (of \$500 per quarter) while attending as a full time student (12 credits or more). Students in the Nursing Programs (Practical Nursing and Professional Nursing) and AcceleratED programs are not eligible for the scholarship. For a complete list of terms and conditions, visit rasmussen.edu/achieve or talk to a Program Manager.

Real/Change Scholarship

New prospective students enrolling in select programs at Rasmussen College may be eligible for the Real/Change Scholarship. The scholarship awards recipients up to \$1,400 per year toward your tuition costs—up to \$2,800 in additional scholarship funding for an Associate's degree and \$5,600 for a Bachelor's degree. This scholarship will be awarded quarterly while attending Rasmussen College, and is calculated and applied as a 10% reduction from the current tuition rate. In order to be eligible for the scholarship, new students must enroll at Rasmussen College in one of the select programs for the designated start date. Students must be continuously enrolled and maintain a minimum CGPA of 2.5 for the duration of their enrollment to receive their scholarship. For a complete list of terms and conditions, including the list of eligible programs and start dates, visit rasmussen.edu/realchange.

Early Honors Program

Rasmussen College is proud to offer select high school junior and seniors who have reached the minimum age of 16 the opportunity to begin their professional career training early. The Early Honors Program is designed to reward those who have a strong academic background and a desire to succeed.

Military Discount

All current and retired military personnel, as well as veterans, enrolling in a degree, Diploma, or Certificate program may be eligible for a tuition discount on part-time tuition rates. In addition, the College will extend the discount to the spouse and dependents, age 18-21, of any service member on active duty as outlined above.

Corporate Discount

Some companies receive a tuition discount or grant from Rasmussen College for eligible employees. Contact your campus for details.

Restrictions

Students are eligible for only one of the following scholarship and grant programs at a time:

- Early Honors Program
- Military Discount
- Corporate Discount
- AcceleratED Partner Success Grant
- AcceleratED Scholarship
- Achieve Scholarship

Students can combine any of the above with the Real/Change Scholarship, if they are eligible. The Real/Change Scholarship will be applied after the primary scholarship or grant has been applied.

Employer Tuition Reimbursement

Many employers today offer tuition reimbursement to their employees earning a degree. Whether it's full reimbursement or partial, we want to make using your tuition reimbursement plan as seamless as possible so you can reduce the cost of your education, as well as potentially reduce the amount of loans required to fund your degree.

To take advantage of tuition reimbursement, check with your employer about what tuition reimbursement options may be available to you. Then, contact your Program Manager or the Student Financial Services Department to discuss your tuition reimbursement options.

High School Professional Program

Rasmussen College waives tuition for High School Teachers and Counselors who meet the required criteria. This program is only available to teachers and counselors who are employed at a high school (grades 9-12) in Minnesota, North Dakota, Florida, Illinois, Kansas, and Wisconsin. Current status as a high school professional will be verified by Rasmussen College prior to the initial start of any course. Attendance is required at an orientation, which must be completed prior to the start date of the professional's first course.

Offer is limited to one course, per quarter, per high school professional. A maximum of 50 seats in online courses will be made available to high school teachers and counselors each quarter. There is no maximum on cumulative number of classes that may be taken. Tuition free courses for high school professionals are offered on a space-available basis, with priority given to other enrolled Rasmussen students who must complete the course as part of their degree program at Rasmussen College.

High School Professional Program participants are responsible for the course resources fee for each course taken. Most technology courses require access to specialized hardware and software, which are available to students at all Rasmussen campuses. High School Professional Program participants electing to complete courses online will need to secure access to required hardware and software. The College will provide specific technology requirements information for each course. Grades will be recorded as audit grades with the student classified as an audit student.

Rasmussen College Academic Policies apply to participants in the High School Professional program.

ACADEMIC POLICIES

Class Content

The College reserves the right at any time to make changes to improve the quality or content of the programs of study offered. The College reserves the right to cancel any classes or programs where enrollment is under 12 students.

Class Standing

Rasmussen College determines class standing by the number of credit hours a student has completed. The College assigns class standings according to the following criteria:

Freshman	0-36 credits completed
Sophomore	37-72 credits completed
Junior	73-129 credits completed
Senior	130 or more credits completed

These Programs May Also Be Offered Online**Bachelor's Degrees**

- Accounting
- Public Accounting
- Business Management
- Computer Science
- Criminal Justice
- Graphic Design
- Game and Simulation Programming
- Health Information Management
- Healthcare Management
- Information Technology Management
- Information Security
- Nursing Bachelor of Science (RN to BSN)

Associate's Degrees

- Accounting
- Business Management
- Criminal Justice
- Early Childhood Education

- Graphic Design
- Health Information Technician
- Human Resources and Organizational Leadership
- Human Services
- Information Technology Management
- Marketing
- Medical Administration
- Paralegal
- Pharmacy Technician
- Software Application Development
- Web Programming

Diplomas

- Accounting
- Business
- Early Childhood Education
- Graphic Design
- Human Resources and Organizational Leadership
- Human Services
- Information Technology Management
- Marketing
- Medical Administration
- Medical Billing and Coding
- Pharmacy Technician
- Web Programming

Certificates

- Accounting
- Business
- Early Childhood Education
- Human Services
- Law Enforcement Academic
- Medical Billing and Coding
- Paralegal
- Pharmacy Technician
- Software Application Development

Individual Progress

Students may enroll in one or more courses at a time, or in succeeding quarters, without enrolling in a program of study. To be considered for admission, individual progress students must complete the application form and attestation of high school graduation. The Rasmussen College entrance placement exam is not required for IP students. Individual progress coursework is assessed at the full cost per credit for each course. Individual progress students remain enrolled at Rasmussen College as long as they continue to select coursework and meet all additional requirements. Upon successful completion of their courses, individual progress students will receive a letter grade and be awarded credits.

To enroll in a program at Rasmussen College, students must complete all remaining programmatic application requirements (including the entrance placement test). Eligible individual progress courses will be applied to their degree program, and count as credits attempted and earned for purposes of Satisfactory Academic Progress (SAP).

Auditing a Course

A student who audits a course does so for the purposes of self-enrichment and academic exploration. Students not enrolled in an eligible program who elect to take courses without earning college credit are considered Audit students. This non-credit option is NOT available for courses beginning with a "CC" "N" "NM" "NU" "NUR" "PN" "PT" "ST" "ML" and "W". Students who elect to complete courses on a non-credit basis are not guaranteed full technology access; however, every effort will be made to provide technology resources. Transcripts denote a "ZP" or "Audit" upon completion of the course. Students may choose to convert the Audit grade to a letter grade and earn credit for an additional fee. An audit student is considered a learner and it is expected that the student will participate with reasonable regularity and do assigned work, particularly if she/he expects to convert the Audit grade to a letter grade at a future time.

Developmental Education and Rasmussen College Entrance Placement Exam Re-test Policy

The goal of developmental education is to provide students with a solid foundation of basic skills and knowledge as they move on to college level classes. Placement into Foundation courses reflects the commitment Rasmussen College has to ensuring the success of all students, and to providing educational opportunities to those who enroll. All new students who enroll in a Degree, Diploma, or Certificate program are required to take the Rasmussen College Entrance Placement Exam reading, writing, and math placement tests. Applicants providing a college transcript* indicating a grade of C or higher or a grade of Pass in college-level English and/or Mathematics are not required to complete College entrance placement examinations in the corresponding subject area and will not require remedial coursework in areas in which they have previously proven this proficiency. Students who have not completed a college-level English course are required to complete the reading and writing sections of the placement examination. Students who have not completed a college-level math course are required to complete the math portion of the placement examination.

Returning students who did not take the STEP or COMPASS test but who have successfully completed the courses at Rasmussen College for which Foundation courses are prerequisites, or their equivalents, do not need to take the College entrance placement examination. Returning students who have not successfully completed the Foundation courses, their equivalents, or the courses for which Foundation courses are prerequisites must take the College entrance placement examination. Coursework in Math or English that is numbered below 100 is considered to be developmental. College entrance placement examination scores are used to appropriately place students in English and Math courses according to skill level. See Entrance Assessment Table for placement scores.

These credits are not counted toward graduation, and each must be passed with a grade of 'S' in order for the student to proceed to the next course in the sequence. Students who transfer from other colleges, and whose test scores fall within the range of remediation, will be required to complete the Foundation courses. Students who test at remediation level, and who wish to transfer courses that have Foundation courses as prerequisites, must first successfully complete the Foundation courses. Students enrolled in Foundation courses are eligible for financial aid. Foundation courses must be taken in conjunction with courses contained in an eligible program.

Students who place below the level of B080 Reading and Writing Strategies are not eligible for admission to Rasmussen College. Student who place below the level of B080 Reading and Writing Strategies and are not admitted to Rasmussen College may, after three months, have the option to re-take the assessment test.

The College entrance placement examination may not be re-taken for initial placement purposes after the start of a Foundation level course. On occasion, however, a re-test may be allowed prior to the start of a quarter. Such re-tests are only granted if extenuating circumstances exist that lead the College to determine a re-test is needed to accurately determine the student's ability level. Only one such re-test may be allowed, at the discretion of the Academic Dean.

* These include official and unofficial transcripts and grade reports for courses completed at regionally or nationally accredited institutions of higher learning, as recognized by the Department of Education and the Council on Higher Education Accreditation (CHEA).

ACADEMIC INFORMATION AND COLLEGE POLICIES

Foundation Courses Timeframe

To help ensure student success, students requiring foundation coursework must attempt one such course in their first quarter of enrollment. Students requiring two foundation courses must attempt the first course, Reading and Writing Strategies (B080), in their first quarter of enrollment and the second course, Combined Basic and Intermediate Algebra (B095) in Illinois and Practical Math (B087) in other states, in their second quarter of enrollment. If a student withdraws from or does not pass a Foundation course, the student must successfully complete that course in the subsequent full quarter of enrollment or the student will be dismissed from the College. As such, any required Foundations courses must be completed no later than the end of the Student's third full quarter of enrollment, or the student will be dismissed from the College.

Students requiring two foundation courses must attempt Reading and Writing Strategies (B080) and one additional course in their program of enrollment prior to enrolling in the foundation math course. Upon successful completion of the first foundation course, Reading and Writing Strategies, and at least three credits of coursework in their program with a grade of C or higher, the student will be allowed to take a full-time credit load, if desired.

Foundation Course Grading

All Foundation courses are satisfactory/unsatisfactory (SX/UX) courses.

The following grading scale is then used to determine if students have passed the courses:

Reading and Writing Strategies			
SX	73% or higher	UX	Below 73%
Practical Math			
SX	73% or higher	UX	Below 73%

Seminar Course Grading

- The E185, E270, E320, and E410 seminar courses are satisfactory/unsatisfactory (SX/UX) courses.
- Students are to complete and submit the components of their Graduate Achievement Portfolio (GAP), a general education skills assessment, as assigned in the appropriate seminar courses designated for each program.
- If a student does not successfully submit an assigned GAP general education assessment piece in the appropriate seminar course, then he or she will be unable to earn enough points to pass that seminar course.

E185, E270, E320, and E410 Seminars			
SX	73% or higher	UX	Below 73%

Common Grading System Percentage Scale

Letter Grade	Percentage Range
A	100 to 93%
A-	92 to 90%
B+	89 to 87%
B	86 to 83%
B-	82 to 80%
C+	79 to 77%
C	76 to 73%
C-	72 to 70%
D+	69 to 67%
D	66 to 63%
D-	62 to 60%
F	Below 60%

Some General Education courses may contain a lecture component with a co-requisite lab component. If a grade is achieved at or above the threshold of 60% in both components of a course which consists of lecture and lab components, each component will receive the grade earned independently. Failure to earn a grade at or above the threshold of 60% in either the lecture or lab component will result in failure of both components of the course.

Point Scale**Alphabetical Grading System**

Grade	Grade Points	Description
A	4.00	Excellent
A-	3.75	
B+	3.50	
B	3.00	Very Good
B-	2.75	
C+	2.50	
C	2.00	Average
C-	1.75	
D+	1.50	
D	1.00	Below Average
D-	0.75	
F	0.00	Failure
AUDIT	NA	Audit
CW	NA	Course Waiver
FD	NA	Failure Dropped
I	NA	Incomplete
PT	NA	Pending Transfer Credit
S/SX	NA	Satisfactory
TO	NA	Test-Out
TR	NA	Official Transfer Credit
U/UX	NA	Unsatisfactory
UXD/UD	NA	Unsatisfactory Drop
WF/WXF	NA	Withdrawal Fail
WP/WXP	NA	Withdrawal Pass

Competency Courses

Competency-based courses allow students to progress by demonstrating their competence, which means they prove that they have mastered the knowledge and skills (called competencies) required for a particular course. Rasmussen College partners with multiple developers of competency courses to provide offerings that align with the course objectives of the College's instructor-led courses. Each objective is typically directed to ensure that students have learned that competency. Competency courses are groups of assessments that allow students to prove their ability to perform a specific task. Completing the competency demonstrates that students have learned that competency and are able to apply that knowledge and skill. Each competency course contains a selection of competencies called "Modules" where similar competencies are grouped; these self-paced modules allow students to demonstrate mastery of different subjects and sections of the curriculum in one convenient location. Demonstrated mastery in a competency course may be converted to credits that will transfer into Rasmussen College credits.

- Students may attempt a competency course as long as they are concurrently enrolled in and taking coursework in an eligible program.
- Enrolled students may elect to take a Rasmussen competency course in lieu of an online, instructor-led course for any course that has been identified as having a competency course equivalent.
- Upon successful completion of a competency course, Rasmussen College will issue a Certificate of Successful Competency Course Completion. The certificate will be placed in the student's academic file.
- If a student has already attempted an online, instructor-led course, as indicated by a posted W/WD or F/FA grade, the student will not be allowed to attempt the equivalent competency course. A student may attempt a competency course and later enroll in an equivalent instructor-led course as long as the competency transfer credit has not been awarded.
- Competency courses will not count as credits for financial aid eligibility.
- Students have 60 days from the date they access a competency course to complete it. Students may apply in writing for one additional 30-day extension to complete the competency course; additional requirements may apply. Students are allowed a maximum of one 30-day extension per competency course.
- Students who do not successfully complete a competency course within the allotted time will be required to take the course as an instructor-led course.

- Competency courses must be completed prior to or concurrently with the final instructor-led courses in the program.

Health Sciences Programs Grade Scale

The following grade scale applies to all BMS, CVT, EK, HI, HIM, HSA, HSC, M, MA, MEA, ML, MLT, MTS, OST, PB, PC, PT, PTN, and ST coursework in School of Health Sciences programs.

Letter Grade	Percentage Range
A	100 to 93%
A-	92 to 90%
B+	89 to 87%
B	86 to 83%
B-	82 to 80%
C+	79 to 77%
C	76 to 73%
F	Below 73%

School of Health Sciences courses may contain a co-requisite lab component, co-requisite externship and/or practicum learning component, or both in addition to the lecture component of a course. Satisfactory performance (score of 73% or higher) in the lecture, lab, externship and/or practicum experience is required to earn a passing grade in the course. Failure to earn a satisfactory grade in the lab and externship and/or practicum component will result in failure of all components of the course. If a satisfactory grade is achieved in both components of a course consisting of lecture and externship/practicum components (no lab component), the grade earned in the lecture component will appear on the transcript as the final grade for each component of the course. If a satisfactory grade is achieved in both components of a course consisting of lecture and lab components (no externship or practicum component), each component will receive the grade earned independently.

Nursing Programs Grade Scale

Students are required to earn at least a "C" in their Nursing courses. This applies to all NU, NUR, PN, and PRN coursework level 000 through 4999.

Letter Grade	Percentage Range
A	100% to 94%
B	93% to 85%
C	84% to 78%
F	Below 78%

Nursing core courses may contain a co-requisite lab component, co-requisite clinical learning component, or both in addition to the lecture component of a course. Satisfactory performance (score of 78% or higher) in each component of the course whether lecture, lab, and/or clinical experience is required to earn a passing grade in the course. Failure to earn a satisfactory grade in the laboratory and/or clinical component will result in failure of all components of the course. If a satisfactory grade is achieved in the lab and/or clinical learning experience, the grade earned in the lecture component will appear on the transcript as the final grade in the course.

Students are required to achieve an overall total exam score average at or above the threshold of 78% for all exams taken within the Nursing course, in order to pass. Once this 78% exam threshold criterion has been met, the final grade for the Nursing course will incorporate points earned for exams, assignments, quizzes, and other coursework requirements.

Laboratory and clinical learning performance is graded as satisfactory (S) or unsatisfactory (U).

Repeating Courses Policy

Students who are meeting Satisfactory Academic Progress may re-take courses up to three times, but only at regular tuition rates. Students repeating a course for a second or third time may count the credits for that course in a financial aid award calculation only if they earned an "F/FA" in all previous attempts of that course. If a student elects to repeat a course for which a grade above "F/FA" was earned, the credits are included in the financial aid award calculation only if the program requires a higher grade to be considered "passing" than what the student has previously earned. In this case if the student fails the previously passed course all future eligibility to receive financial aid for that course is discontinued. The credits for all repeated courses, along with the credits from prior attempts, will be included in credits attempted for the purposes of determining Satisfactory Academic Progress. The highest grade earned from a repeated course will be used in the calculation of the student's cumulative GPA. The student's GPA will be recalculated to reflect the highest letter grade. If more than one attempt results in the same letter grade, only the most recent one will be used in the calculation of GPA.

Students who fail a required course three times and have a cumulative grade point average of 2.0 or greater may be able to switch to another program that does not include the course as a required part of the program curriculum without going through the program appeal process. Students who fail a course three times, and who cannot switch to another program as determined by the program change appeal process, will be terminated from the College. Those students cannot return to the College until they successfully complete an equivalent to the course elsewhere by earning a grade of C or higher or a grade of Pass and transferring it back in to Rasmussen College, in accordance with the transfer of credit requirements. In the case of credit transfer, an "F/FA" grade will remain for purposes of GPA calculation. However, all of the course credits both failed and transferred, count in the student's Cumulative Completion Rate (CCR).

Foundation courses may only be repeated one time. Students who fail a Foundation course a second time will be terminated from the College. All attempts of repeated courses, including the grades, remain on academic records and transcripts even though they may not be included in the GPA calculation. Students should be aware that graduate schools and other institutions to which they might wish to transfer may not accept repeats and may include all grades in calculating GPA for admission.

Nursing Repeating Courses Policy

The School of Nursing allows students to fail one Nursing course within the core Nursing curriculum (NU, NUR, PN, PRN, HUN coursework). However, a second failure, whether it be the same Nursing course or any other Nursing course, will result in removal from the Nursing program.

School of Health Sciences Repeating Courses Policy

Students are required to attend the Externship or Practicum Orientation prior to their externship or practicum. They receive an externship or practicum manual that discusses the expectations, and students are required to sign an acknowledgement form that is submitted and included in their programmatic file. The externship or practicum manual discloses that students have two attempts to complete their externship or practicum successfully, or they will be dismissed from the program. If a student fails both attempts, documentation will be placed in the student's file. If a student is dismissed from an externship or practicum site due to circumstances out of his/her control, attempts will be made to secure an additional site within the same quarter for the student to complete his/her externship or practicum.

ACADEMIC INFORMATION AND COLLEGE POLICIES

Late Assignment Submission Policy

Students may submit assigned work up to seven (7) days after the stated deadline. A 10% grade penalty is assessed for work up to twenty-four hours late; an additional 10% penalty is assessed for each additional day the work is late. In some cases (such as late discussion postings) students may be asked to complete an alternate assignment for equivalent point value, minus any applicable penalty. Online discussions conclude at the end of the current week/module. Discussion posts made after the end of the current week/module will not be accepted. Instructors may waive the late penalty or timeframe in the case of extenuating circumstances as determined by the faculty. In some cases, certain activities, such as labs and exams, must be completed at the designated time and therefore cannot be made up. The instructor should apprise students beforehand of any such activities. In no circumstances may students submit work after the last day of the academic term unless an incomplete grade has been requested and granted beforehand.

Incomplete Grade Policy

An 'I/N' indicates an incomplete grade, and is a temporary grade for a course which a student is unable to complete due to extenuating circumstances. The student must request an incomplete from the instructor prior to the last day of the term. An incomplete may be granted to a student at the end of a quarter at the discretion of the instructor under the following conditions:

1. An incomplete form is completed by the instructor which identifies:
 - a. The work to be completed,
 - b. Qualifications for acceptable work,
 - c. The deadline for completing the work (within two weeks of the end of the term),
 - d. The grade to be entered should the student not complete the work by the deadline (the calculated grade),
 - e. Instructors will have one week for grading, recalculation of grades and processing of all documents required.
2. Incomplete records will be maintained in the student's file.
3. The student's Dean must be informed of all incompletes granted by instructor. Incompletes will be granted rarely and instructors will take the following into consideration when granting an incomplete:
 - a. The work to be completed must be regularly assigned work, identified in the course syllabus.
 - b. The student can reasonably be expected to complete the work by the deadline.
 - c. The student's grade will be substantially improved.
 - d. The student has demonstrated a commitment to completing work in a timely fashion.
 - e. Granting the incomplete is truly in the best interest of the student.
 - f. By completing the work, one of the following will apply:
 - i. The student will learn substantive information by completing the work.
 - ii. The student will learn higher level thinking skills or gain substantially greater command of the subject matter.
4. Allowing the student extra time compensates for events or conditions not within the student's control (i.e., illness, emergencies, etc.).
5. Incompletes may not be granted only for the sake of improved cumulative grade point average, nor will they be granted to allow students to make up "extra credit" work.

6. Credits for all incomplete courses will be counted as credits attempted but not earned in the quarter of enrollment. Incomplete grades must be completed within two weeks of the last day of the term. An incomplete grade not completed by the deadline will be changed to the calculated alternate grade designated by the instructor on the Incomplete Form and will be included in the cumulative grade point average. The final grade awarded for the course is included in the calculation of the cumulative grade point average.

Policy for Change of Grade

On occasion it is appropriate to change a final grade submitted by an instructor at the end of a quarter. Except for situations outlined below, only the instructor who issued the original grade may authorize its change. Instructors may change grades at their discretion, with the following guidelines:

Circumstances that may warrant a change of grade include:

- Emergency situations that prevent a student from submitting a petition to receive an incomplete grade. Examples of such emergencies are hospitalization, car accident, death of a close family member, or mandatory military service.
- Miscalculation of the final grade by the instructor.
- Situations involving miscommunications, misplaced assignments, or technical difficulties beyond the control of the student.
- Accommodation for special circumstances such as short-term disability or family leave.

Grade changes must be consistent with course policies as outlined on the syllabus. In particular, stated policies regarding the acceptance of late work and how points are apportioned must be followed.

Students must contact their instructors within one week of the start of a subsequent term regarding grade changes. Instructors will have one week from the time they are contacted by students to consider any requests for grade changes. No grade changes may be made after the end of the second week of the subsequent quarter. Grade disputes which cannot be resolved between instructors and students should be directed to the appropriate Dean.

Circumstances where a grade change may be authorized later or by someone other than the original instructor include:

- Administrative errors regarding grades will be corrected by administrative staff as soon as they are identified.
- If the original instructor is no longer available to submit a grade change (for example, an adjunct instructor no longer employed at the College), the Academic Dean may determine if a grade change is appropriate.
- The Dean may authorize grade changes in order to settle academic appeals.

School of Nursing Incomplete Grade Policy and Policy for Change of Grade

The Incomplete Grade Policy and Policy for Change of Grade, above, apply to students in the School of Nursing, with the following exceptions:

In order for a student to complete and receive a final passing grade in the programmatic coursework delivering two proctored NCLEX Comprehensive Prediction exams, the student must earn a 95% or higher probability in the Associate Degree in Nursing Program or a 92% or higher probability in the Practical Nursing Program on the ATI Comprehensive Predictor Exam on their second attempt. A student failing to receive a 95% (ADN) or 92% (PN) or higher probability on their second attempt will receive an incomplete grade for the course and be scheduled for remediation through the campus and/or ATI services during the subsequent quarter. Upon completion of remediation, the student will attempt a third ATI Comprehensive Predictor Exam or its equivalent. Students who achieve a score of 95% (ADN) or higher or 92% (PN) or higher or an equivalent measurement deemed by the College will receive a grade change.

Students who score below 95% (ADN) or 92% (PN) on the ATI Comprehensive Predictor Exam or its equivalent measurement, will fail the course and be scheduled to repeat the course required in the following academic quarter and complete an academic success plan that includes opportunities for individualized remediation.

Program Changes

A student in good academic standing at the end of the current quarter will be allowed to change programs at the start of the next quarter as long as the request has been received prior to Friday of the first week of a quarter break.

A student who is not meeting Satisfactory Academic Progress as defined in the Standards of Satisfactory Academic Progress guidelines in this catalog who is changing to a lower credential within the same program, or a student who is selecting a different specialization within the same program, or a student who is requesting to change catalogs within the same program at the time of the request will be allowed to make the change regardless of the number of prior program changes. No appeal process is required. The request for the program change must be received prior to Friday of the first week of a quarter break.

A student who is not meeting Satisfactory Academic Progress as defined in the Standards of Satisfactory Academic Progress guidelines in this catalog at the end of the current quarter and does not meet any of the criteria above must file an appeal with the campus Program Change Appeal Committee. As part of the appeal process, the student will be required to submit a letter following the appeal process guidelines. The appeal will either be approved or denied based on a review of academic standing and progress to date with Rasmussen College and the information provided in the appeal letter.

A complete description and requirements of the program change appeal process is available through the Campus Manager of Student Records. A clear background check is required for enrollment in certain programs as determined in the background check section of the catalog. Students who do not successfully pass a background check will be terminated from the College. All program change appeals must be received no later than Friday of the first week of break prior to the start of the quarter in which the student wants to change programs.

If a student chooses to change his/her academic program, the student defaults to the current catalog curriculum requirements. On occasion, a student may remain in his/her original catalog, assuming the desired program is still offered. A student who chooses to change programs must provide written authorization in the form of a completed change of status form and a new enrollment agreement.

Independent Study Policy

Independent study applies when a student contracts to meet regularly with a qualified instructor to fulfill the assignments, tests, projects, and other tasks necessary to achieve the performance objectives of a given course. Independent study requires a student to be motivated and organized.

Because an independent study does not provide the student with the classroom interaction normally expected in higher education, it is to be offered only when there is no alternative and as infrequently as possible.

Students may take, and the College may offer, a course through independent study under the following conditions:

1. The course is not currently offered on-site or online.
2. Completion of the course is necessary for on-time graduation.
3. The need for the course in the quarter in question does not arise from the student's decision to withdraw from the course in an earlier quarter, the student's failure to satisfactorily complete the course in an earlier quarter, or the student's decision to change programs.

4. The student will complete work of a similar quantity and quality as required in a regularly scheduled class and will meet the standard performance objectives for the class.
5. The Academic Dean approves the plan for completing the course work.
6. The student and instructor meet once a week for a minimum of one hour with sufficient learning activities planned to fulfill the clock hour requirements of the course.
7. At least twice and at regular intervals during the quarter, the Dean will evaluate the student's progress by reviewing work completed.

Independent studies must meet the following guidelines:

Prior to the beginning of the independent study, the student and instructor must meet to define the following:

1. When and where they will meet each week.
2. Weekly objectives for work to be completed based upon the same weekly objectives defined by the syllabus for an on-site class.
3. Progress checks to be reviewed by the Dean.
4. Standards of academic quality for the work to be completed.
5. Deadline for all work to be completed at the end of the quarter.

Prerequisites

In order to take a course listing a prerequisite, the student must have received a passing grade in the prerequisite.

Equipment

Rasmussen College strives to maintain its role as an educational leader by incorporating current technology. Rasmussen College provides technology and computer access, and internet access at each campus. Students will also have access to printers, additional software packages, electronic databases, and a helpdesk lab as needed at a Rasmussen College campus.

Graduation Requirements

Degrees, Diplomas, and Certificates are awarded solely on the merit and completion of requirements listed, and not on the basis of clock hours in attendance. Students must complete 33% of their program requirements at Rasmussen College, and no more than 67% may be completed via transfer credits, course waivers, credit by examination, or other means. Students in the Medical Assisting, Medical Laboratory Technician, and Surgical Technologist programs must complete 50% of their program requirements at Rasmussen College, and no more than 50% may be completed via transfer credits, course waivers, credit by examination, or other means. Students in the Professional Nursing Associate's degree program must complete at least 45% of their program requirements at Rasmussen College, and no more than 55% may be completed via transfer credits, course waivers, credit by examination, or other means. Students in the RN to Bachelor of Science Nursing program may transfer a maximum of 75% of total program credits into the program.

Clock hours listed in the synopsis of subjects are estimated hours of class work necessary to complete the subject. Students must have a cumulative grade point average of 2.0 to receive a Degree, Diploma, or Certificate with a passing grade in each area. Completion and submission of the components of the Graduate Achievement Portfolio (GAP), as assigned in the appropriate seminar courses designated for each program, is a graduation requirement.

Students in the Information Technology Management, Information Security, Game and Simulation Programming, and Graphic Design programs must sit for designated, mandatory industry certifications, and official scores must be submitted as a condition of graduation. The College will reimburse students to sit for the mandatory certification, as well as up to two additional recommended certifications per established credentialing milestones. Reimbursements will be made only once per certification. Students are responsible for paying for any additional attempts.

ACADEMIC INFORMATION AND COLLEGE POLICIES

Academic Overload Policy

An academic or credit overload occurs when a student registers for more than 20 credits per quarter. Students wishing to schedule an overload must obtain the signature of the Student Advisor as well as the approval and signature of the Academic Dean of the campus in which they are enrolled. In order to apply for an overload, the student must have completed a minimum of 32 credits at Rasmussen College. The student must also be meeting the Rasmussen College Standards of Satisfactory Academic Progress (SAP) and have a cumulative grade point average at least 2.75 to apply for an overload. Students with a cumulative grade point average of 2.75 or above will be eligible to take up to 24 total credits in the approved quarter. The student must apply for approval no later than two weeks prior to the start date of the session in which the overload is desired. The Academic Overload Approval Form is available through a Student Advisor.

Academic Overload Policy for Five and Six Week Courses

An academic or credit overload occurs when a student registers for more than 10 credits per six week session. Students wishing to schedule an overload must obtain the signature of the Student Advisor as well as the approval and signature of the Academic Dean of the campus in which they are enrolled. In order to apply for an overload, the student must have completed a minimum of 32 credits at Rasmussen College. The student must also be meeting the Rasmussen College Standards of Satisfactory Academic Progress (SAP) and have a cumulative grade point average at least 2.75 to apply for an overload. Students with a cumulative grade point average of 2.75 or above will be eligible to take up to 12 total credits in the approved quarter. For students who are newly transferring to the College, a minimum of 24 credits must be transferred to the College and the most recent GPA on a transcript must be 2.75 or higher. The student must apply for approval no later than two weeks prior to the start date of the session in which the overload is desired. Any future overload requests for transfer students must follow the Academic Overload Policy for the full term. The Academic Overload Approval Form is available through a Student Advisor.

Drop/Add Class Policy

Course registration practices ensure that the College is able to provide quality instruction through obtaining a minimum class size of 12 students per course.

Full-quarter drop/add period:

Students may add courses through the first Friday of the quarter, which is the close of the drop/add period.

When a student notifies the College of withdrawal from a class:

1. On or before the close of the drop/add period, the class will be dropped without being recorded on the student's transcript and tuition will not be charged.
2. Following the first week of the quarter and on or before the sixth Friday of the quarter, students will receive a WF/WXF on their transcript. The student's grade point average will not be affected, the credits will be counted as cumulative credits attempted, and tuition will continue to reflect the tuition billed at the close of the drop/add period.
3. Following the sixth week of the quarter, students will receive an FD/UXD/UD for any classes dropped. The student's grade point average will be affected, the credits will be counted as cumulative credits attempted, and tuition will continue to reflect the tuition billed at the close of the drop/add period.

Students who fail to notify the College that they wish to withdraw from a class are still scheduled in the class, the credits for all courses will be counted as cumulative credits attempted, and tuition will continue to reflect the tuition billed at the close of the drop/add period.

Drop/add period for five and six week courses

Students may add courses through the second day of the five or six week term and may drop a course through the first Friday of the term, which is the close of the drop/add period.

When a student notifies the College of withdrawal from a class:

1. On or before the close of the drop/add period, the class will be dropped without being recorded on the student's transcript and tuition will not be charged.
2. Following the first week of the five or six week term and on or before the third Friday of the term, students will receive a WF/WXF on their transcript. The student's grade point average will not be affected, the credits will be counted as cumulative credits attempted, and tuition will continue to reflect the tuition billed at the close of the drop/add period.
3. Following the third week of the five or six week term, students will receive an FD/UXD/UD for any classes dropped. The student's grade point average will be affected, the credits will be counted as cumulative credits attempted, and tuition will continue to reflect the tuition billed at the close of the drop/add period.

Students who fail to notify the College that they wish to withdraw from a class are still scheduled in the class, the credits for all courses will be counted as cumulative credits attempted, and tuition will continue to reflect the tuition billed at the close of the drop/add period.

Course Withdrawals

The credits for all courses in which the last date of attendance was after the drop deadline will be counted in the cumulative credits attempted.

Online Courses

Students may be required to take online courses in order to complete a degree. All new students will complete an orientation program prior to beginning classes. Online course activities and assignments at Rasmussen College are conducted via chat, email, message boards, and interactive websites.

Tuition and fees for online courses are assessed at the same rate as for residential courses unless otherwise indicated. Online instructors receive training and support while operating in the online environment. A list of computer hardware and software requirements for online courses is provided to students upon enrollment. Textbooks and other resources required for online courses are available at the Rasmussen College bookstore.

Academic Honors**Term Honors and Dean's List Recognition**

Each term, Rasmussen College recognizes outstanding academic achievement by awarding certificates of achievement. Enrolled, degree-seeking students who earn a term grade point average of 3.25-3.749 will receive an Honor Roll certificate. Enrolled, degree-seeking students who earn a term grade point average of 3.75-4.00 will receive a Dean's List certificate.

Graduation Honors

Rasmussen College recognizes outstanding academic achievement by awarding honors to graduates who meet minimum qualifications. Students who earn an Associate's or Bachelor's degree, complete all graduation requirements, and earn a cumulative grade point average of 3.50 or higher will graduate with honors and will receive gold cords for the graduation ceremony as a symbol of this achievement. An honors designation will appear on the diploma of an honors graduate who has completed an Associate's degree program. Additionally, the following honors will be noted on the diplomas of Bachelor's degree students:

Cum Laude: Bachelor's students who earn a cumulative grade point average of 3.50-3.669

Magna Cum Laude: Bachelor's students who earn a cumulative grade point average of 3.67-3.749

Summa Cum Laude: Bachelor's students who earn a cumulative grade point average of 3.75-4.00

RASMUSSEN COLLEGE STANDARDS OF SATISFACTORY ACADEMIC PROGRESS (SAP)

Satisfactory Academic Progress, or SAP, is defined as the successful progression through an academic program within a prescribed timeframe.

Cumulative grade point averages and successful completion of credits attempted are monitored quarterly, and students not meeting the standards are notified. Students who do not meet the standard will be expected to participate in Project Rally, which includes online learning tools and consultations with a member of the College team. The student is expected to complete the online learning tool in Project Rally by the first Friday of the quarter. Failure to complete this tool may result in an administrative withdrawal from the College.

SAP Components: All students must meet all three of the components that are used to measure a student's Satisfactory Academic Progress (SAP) towards the completion of an academic program. The three components are as follows:

1. GPA. Rasmussen College students are required to achieve and maintain a minimum Cumulative Grade Point Average (CGPA) of 2.00.
2. Pace/Cumulative Completion Rate (CCR). This is the pace at which a student progresses through a program. CCR is calculated by dividing cumulative credits earned by cumulative credits attempted within a program (e.g., 6 credits earned ÷ 12 credits attempted = 50%). Minimum standards are listed in the chart below.

Percentage of Credits Attempted Toward Maximum Time Frame	Minimum Successful Completion of Cumulative Credit Hours Attempted
Up to 25%	25%
Greater than 25%, up to 50%	50%
Greater than 50%	67%

3. Duration of Eligibility. This is the maximum time frame for program completion and is equal to 150% of the number of total credits required for the program (e.g., maximum time frame for a 90-credit program = 90 X 150%, or 135 credits).

Total credits are indicated for each program listing in the catalog. A student who exceeds 150% of the maximum time frame is no longer eligible for financial aid.

In calculating Pace/CCR and Duration of Eligibility, the following grades will be considered attempted, but will not be considered as credits successfully completed or earned: F/FA/FD, U/UD/UN, W/WD/WF/WP/WX, I/IN. In addition, Foundations courses are not included in the number of credits attempted or successfully completed when assessing satisfactory progress.

Financial Aid Warning: If a student's CGPA falls below 2.00, or if Pace/CCR standards or Duration of Eligibility requirements are not met, the student will be placed on Financial Aid Warning for the subsequent quarter. A student is eligible for financial aid during the Financial Aid Warning period. A student who fails to meet any one of the components of SAP at the end of the Financial Aid Warning period is not eligible for financial aid.

Not Eligible for Financial Aid: A student who fails to meet the minimum Satisfactory Academic Progress requirements at the end of either the Financial Aid Warning or Financial Aid Probation period, and who does not successfully appeal, is not eligible for further financial aid funding.

Appeals: A student may appeal his/her assigned status of Not Eligible for Financial Aid to the Academic Review Committee, which will determine whether mitigating circumstances exist, and, if so, will forward the appeal to the Vice President of Compliance and Financial Services. All appeals must be made in writing and must address the nature of the circumstances that the student believes warrant exception to the policy stated above. All appeals will be reviewed and ruled on within ten business days, and students will be notified in writing regarding the outcome of the appeal. The ruling of the Vice President of Compliance and Financial Services is final and cannot be appealed.

Financial Aid Probation: If a student fails to make Satisfactory Academic Progress, but submits a successful appeal and has his/her eligibility for aid reinstated, he/she will be placed on Financial Aid Probation. A student is eligible for financial aid during the Financial Aid Probation period. At the end of the Financial Aid Probation period, the student must meet minimum SAP requirements to be eligible for further financial aid funding. A student who fails to meet either the CGPA, Pace/CCR, or Duration of Eligibility requirements at the end of the Financial Aid Probation period is not eligible for financial aid.

Students must regain Satisfactory Academic Progress within two quarters or they will be terminated from the College. The decision to terminate may be appealed through the Academic Review Committee process.

Students who withdraw from the College and later re-enter are treated as continuing students and must meet progress requirements. Re-entry does not negate previous academic status or satisfactory progress requirements. Satisfactory Academic Progress calculations for a re-entering student who changes programs will include only the grades and credits attempted and earned for courses that are part of the student's new program; standard CCR requirements will be followed from the re-entry point and for each quarter thereafter. If other courses have been taken at another institution and can be transferred in, the courses will be included in SAP calculations as described elsewhere in this section. A student terminated due to SAP may not re-enter the College unless he/she has completed coursework elsewhere that is acceptable for transfer into the College and will bring the student back into good standing.

ACADEMIC INFORMATION AND COLLEGE POLICIES

TRANSFER OF CREDIT, PRIOR LEARNING AND WAIVERS

Transfer of Previously Earned College Credit and Prior Learning Assessments**General Transfer Credit Policy**

- Rasmussen College reserves the right to accept or deny transfer of credit based on the guidelines below.
- Students who wish to transfer credits to Rasmussen College must first apply for admission to the College.
- Students must request that official transcripts containing coursework for review be sent directly to Rasmussen College. It is the student's responsibility to ensure that all official transcripts have been received by Rasmussen College.
- As part of the acceptance process, official and unofficial transcripts will be evaluated for transfer of credit. Students will receive notification regarding the total number of credits accepted for transfer and the equivalent Rasmussen College courses.
- A student may send copies of transcripts or documents during the initial admissions process for estimation purposes only. Any transfer credit conditionally awarded through the use of an unofficial transcript will be rescinded if an official transcript is not received by Rasmussen College prior to the completion of the student's first quarter, after which the student will be required to complete the necessary credits in order to receive the degree.
- College-level courses completed at regionally or nationally accredited institutions of higher learning as recognized by the Department of Education and the Council on Higher Education Accreditation (CHEA), or recognized by the American Council on Education, will be considered for college transfer.
- Students must complete 33% of their program requirements at Rasmussen College, and no more than 67% may be completed via transfer credits, course waivers, credit by examination, or other means, except as noted below.

1. Students in the Medical Assisting, Medical Laboratory Technician, and Surgical Technology programs must complete at least 50% of their program requirements at Rasmussen College, and no more than 50% may be completed via transfer credits, course waivers, credit by examination, or other means, with the exception of "block transfer" candidates for the Surgical Technologist and Medical Assisting Associate's degree programs.
2. Students in the Professional Nursing Associate's degree program must complete at least 45% of their program requirements at Rasmussen College, and no more than 55% may be completed via transfer credits, course waivers, credit by examination, or other means.
3. Students eligible and approved for the Surgical Technologist Associate's Degree Completer Block Transfer must complete 33% of their program requirements at Rasmussen College, and no more than 67% may be completed via transfer credits, course waivers, credit by examination, or other means.
4. Students in the Nursing Bachelor's degree program must complete at least 25% of their program requirements at Rasmussen College, and no more than 75% may be completed via transfer credits, course waivers, credit by examination, or other means.

- Rasmussen College awards quarter credits. In considering transfer courses, a semester credit is equivalent to 1.5 quarter credits. The calculated number is rounded down. Transfer credits based on a different unit of credit than quarters will be subject to conversion prior to being transferred.
 - International transcripts must be evaluated by a NACES approved organization (National Association of Credential Evaluation Services) or by AACRAO International Education Services (IES) to ensure the student's credit transfer is equivalent to Rasmussen course content. The evaluation is the student's responsibility.
 - Transfer credit is evaluated based on the program in which the student is applying for or is currently enrolled in.
 - Credits earned at Rasmussen College will be transferred directly from one Rasmussen College campus to another. Only the classes that are applicable to the current program will be posted or calculated.
 - Grade points from institutions other than Rasmussen College will not be computed in the Rasmussen College grade point average, but will be counted as credits attempted and earned for determining Satisfactory Academic Progress. All credits considered to be earned toward program completion, including test-out, transfer, and course waiver credits, are also credits attempted.
 - Courses which have been accepted for transfer will be listed on the student's transcript with a Transfer (TR) designation. Transfer credits which have been conditionally accepted pending the receipt of an official transcript will be listed with a Pending Transfer (PT) designation. Any pending transfer credits still remaining at the end of the student's program will be removed and the student will be required to complete the program requirements in order to graduate.
 - Courses for which a student has received credit by examination will be listed on the student's transcript with a Test Out (TO) designation.
 - Courses for which a student has received credit through waiver will be listed on the student's transcript with a Course Waiver (CW) designation.
 - When courses are not accepted for transfer, a student may file an appeal through the following process:
 1. The student completes an appeal form. Supplemental information such as a syllabus, course description, or text may be required.
 2. The information will be reviewed by the Associate College Registrars.
 3. The student will receive written notice of the decision.
- Course By Course Transfer**
- Course by course transfer credits from regionally or nationally accredited institutions of higher learning will be evaluated on course content. Most courses that are comparable in content will be accepted.
 - Course must have the minimum number of credits to that of the Rasmussen College course.
 - Only courses completed with a grade of C or higher, or a grade of Pass (in a Pass/Fail grading system), will be eligible for transfer credit.
 - Grade points from institutions other than Rasmussen College will not be computed in the Rasmussen College grade-point average. Grade-point averages and grades from courses taken at any of the Rasmussen College campuses, which pertain to the current program, will be computed in the student's final grade-point average.
 - General education credits may be considered for transfer regardless of completion date.
- Credits in Major and Core Courses in the School of Technology must have been earned within the previous three (3) years of the assessment date. Prefixes included in Florida and Kansas: CAP, CDA, CEN, CET, CGS, CIS, COP, COT, CNT, CTS, DIG, GRA, ISM, MAA, and MTB. Prefixes included in Illinois, Minnesota, North Dakota, Wisconsin: N, SD and W. This excludes the following courses, which do not have expirations:
 1. Computer Applications and Business Systems Concepts
 2. Excel
 - Credits in Major and Core Courses in the School of Design must have been earned within the previous five (5) years and specialization courses within the previous three (3) years of the assessment date, excluding Drawing from Observation and Figure Drawing courses, which do not expire.
 - Nursing Programs will not accept any core course transfers (prefixes NUR/PRN in Florida; prefixes PN/NU/NUR in Illinois, Minnesota and Wisconsin).
 - Health Sciences core courses as designated by course prefix (except for the Medical Terminology course) have a five year transfer limit.
 - The following courses in the Medical Assisting Program are not transferable; MEA 1102 Introduction to Medical Assisting, MEA 1206 Clinical Skills I, MEA 1207 Clinical Skills II, MEA 2267 Laboratory Skills, MEA 2810 Medical Assisting Externship, and MEA 2820 Medical Assisting Capstone.
 - Transfer of credit for Medical Laboratory Technician and Surgical Technologist core courses (ML and ST prefixes) has a one (1) year limit. Students who have completed similar course work that exceeds the one (1) year limit can test-out of the course, with a 73% or greater score on a course assessment. All transfers or test-outs into the Medical Laboratory Technician and Surgical Technology programs are based on program space availability.
 - Externship, Internship, Practicum and Reflection Courses cannot be transferred in from another institution of higher learning.
 - Seminar Courses cannot be transferred in from another institution of higher learning.
 - For students in MN who enroll in the Law Enforcement Associate's, Law Enforcement Academic Certificate, or Law Enforcement Skills Certificate programs, transfer credits for law enforcement specific classes (J or LE prefixes) can only be accepted if the incoming course is from a regionally accredited college that is POST Board approved. Students who have credits that are not transferable are eligible to demonstrate competency by completing the course specific test out, if available.
- Competency Course Transfer Policy**
- Credit for successfully completed competency courses at Rasmussen College will appear as a credit by examination (TO) grade on a transcript. Competency course credits awarded through credit by examination (TO) may not be transferable to another institution.
 - Credit for successfully completed competency courses that have been approved by the American Council on Education (ACE) will appear as a transfer of credit (TR) on a transcript.
 - The decision to accept transfer credits is always at the discretion of the receiving institution.
 - Credits earned through competency courses count toward the transfer maximum. Credits earned through a competency courses will count toward earned credits.
- 2+2 Matriculation for Baccalaureate Candidates

For students who have completed an Associate's degree, who enroll in a Rasmussen College Bachelor's degree in a similar program area (i.e., business degrees are required for business, accounting for accounting, criminal justice/law enforcement for criminal justice), they will receive immediate junior-level standing.

- Rasmussen College AAS/AS graduates will receive actual credits earned up to 95 credits (97 in Illinois).
- A block of up to 91 quarter credits for graduates from outside institutions will be awarded.
- If a student has more AAS/AS credits than the enrolling program requires, then the student may have fewer upper-division courses to take. The School Director will provide a list of courses for reduction when needed. This applies only to the Business Management BS degree.
- If the student has taken all of the required upper division courses and is still short credits, the remaining credits will be fulfilled by taking unrestricted electives.
- Students must complete the required number of total credits in the program to earn a Rasmussen College Bachelor of Science degree.
- For the Bachelor in Computer Science, the two year degree must be in an equivalent computer science field and have a programming course comparable to Programming II and a math course comparable to Calculus II in order to qualify. If those conditions are not met, the 2+2 policy cannot be applied.
- For the Bachelor in Health Information Management, qualifying Associate degrees have to be from a CAHIM accredited program and earned within the past five years. If the degree was obtained over five years ago, the student needs to have work experience in the health information industry within the last five years and be approved by the Program Coordinator. The student may also enroll if he/she has an RHIT credential and an earned Associate degree in any field. If so, the student needs to submit his/her AHIMA membership card, showing it as current.
- For Bachelor of Science Healthcare Management program students, credits will be transferred based on the guidelines below:
 - 1) Health Sciences Programs (including Medical Assisting AAS/AS, Health Information Technician AAS/AS, Medical Administration AAS/AS, Pharmacy Technician AAS/AS) – Transfer 45 lower level core credits in a block transfer and 32 lower level General Education credits (34 in Illinois) for a total of 73 credits (75 in Illinois). In addition, these students will need to take Financial Accounting I, Financial Accounting II, Introduction to Business and Introduction to Human Resource Management in the core.
 - 2) Business Programs:
 - a) Business Management AAS/AS – Transfer 49 lower level core credits in a block transfer and 32 lower level General Education credits (34 in Illinois) for a total of 81 credits (83 in Illinois). In addition, these students will need to take Medical Terminology, Electronic Health Records and Medical Office Procedures.
 - b) Accounting AAS/AS – Transfer 44 lower level core credits in a block transfer and 32 lower level General Education credits (34 in Illinois) for a total of 76 credits (78 in Illinois). In addition, these students will need to take Introduction to Human Resource Management, Medical Terminology, Electronic Health Records and Medical Office Procedures.
 - 3) The remaining core content necessary for the Healthcare Management degree will be provided in the 300 and 400 level core courses.

ACADEMIC INFORMATION AND COLLEGE POLICIES

General Education Block Transfer for Baccalaureate Candidates

For students with a conferred degree, general education coursework will be transferred as a block regardless of conferred degree or degree sought through Rasmussen College.

- All required general education courses must be met due to accreditation requirements.
- Conferred Associate's degrees may be posted as a block of up to 40-credits (up to 42-credits in Illinois), depending upon the Program
- Conferred Baccalaureate degrees may be posted as a block of up to 64-credit block (up to 66-credit block in Illinois), depending upon the program, comprised of up to 40 lower-level and 24 upper-level credits (up to 42 lower-level and 24 upper-level credits in Illinois).
- For those students without an earned degree, successfully completed general education credits will be applied.

Medical Assisting Associate's Degree Completer Block Transfer Policy

A block transfer of 51 core credits may be allowed into the Medical Assistant Associate's Degree program if one of the following criteria is met:

1. Graduated from a CAAHEP or ABHES accredited MA diploma or certificate program within the past 3 years and holds a current CMA (AAMA)/RMA (AMT) certification; or
2. Graduated over 3 years ago from a CAAHEP or ABHES accredited MA diploma or certificate program, but has worked as an MA within for the past 3 years and holds a current CMA (AAMA)/RMA (AMT) certification.

Students may seek a course-by-course transfer credits or course waiver for MA250/MEA 2290 (Radiography Skills) only if they have a limited scope x-ray operators certificate. Students will need to complete 32 general education credits and E242 (Career Development), unless transferred in.

When applying this policy, the transfer maximum is 67%.

Rasmussen College Medical Assisting Diploma graduates will receive actual credits earned in their program up to a maximum. The maximum equals the credit value of the current Diploma program.

Block Transfer for Health Sciences Associate's Degree

For students who have completed a healthcare Certificate or Diploma in the last five years and enroll into the Health Sciences Associate's Degree program, a total block transfer of 19 major/core credits may be posted.

For students who have completed a Diploma or Associate's Degree in Medical Assisting in the last five years and enroll in the Health Sciences Associate's Degree program Phlebotomy Track, a total block transfer of 25 major/core credits may be posted.

For students who have completed a Diploma or Associate's Degree in Medical Assisting in the last five years and enroll into the Health Sciences AS Degree program EKG Technician Track, a total block transfer of 26 major/core credits may be posted.

RN to Bachelor of Science Nursing (RN to BSN) Transfer Policy

Students who have met the acceptance for admissions requirements and hold a current unencumbered Registered Nurse (RN) license and have successfully completed an Associate's degree in Nursing will receive a block transfer, equivalent to 113 credits for their general education, nursing core and licensure.

Students who have met the acceptance for admissions requirements and hold a current unencumbered RN license without an Associate's Degree will receive 66 credits for their nursing core and licensure. These students will need to have previously completed 19 transferrable course credits comparable to Introduction to Human Biology, Introduction to Microbiology, Human Anatomy & Physiology I and Human Anatomy & Physiology II to enroll in this program, as Rasmussen does not offer these courses online. The remaining 28 credits of lower division General Education, if not transferred in from a previous college transcript, will need to be completed.

- Upper division core classes are not transferable.
- Upper division General Education coursework is transferable and follows the standard Course by Course Transfer Policy.
- The total percentage of credits that may be transferred into the program is 75%.

Mobility Bridge Entrance Option

Students who have successfully completed a practical nursing program and hold a current unencumbered practical nursing license will receive credit for NU117/NUR1172 Nutritional Principles in Nursing (4 credits) and NU211/NUR2115 Fundamentals of Professional Nursing (6 credits) in the Professional Nursing AS Degree program. The student's credential will be reviewed, and if the criteria are met, the course requirements will be waived and the grades will be posted on the student's transcript as a Course Waiver (CW). Students may also transfer in up to 47 credits in successfully completed applicable general education coursework. Graduates of Rasmussen College's Practical Nursing program will receive credit for G124/ENC1101 English Composition, G233/MAT1031 College Algebra, and the Communication course the student completed in the Practical Nursing program (for a total of 12 additional general education credits). Rasmussen graduates should contact the campus in which they intend to enroll to determine whether they have completed additional coursework that is eligible for transfer. Students must successfully complete all remaining coursework in the Professional Nursing AS Degree program to earn this degree.

Surgical Technologist Associate's Degree Completer Block Policy

Students who have graduated from a CAAHEP or ABHES accredited surgical technology diploma or certificate program and hold the CST (NBSTSA) certification will receive a total block transfer of 60 credits. Students will receive a block of 4 natural sciences general education credits plus a block of 56 core credits. Students will need to complete 28 general education credits and E242 Career Development.

Credit by Examination (for non-Competency Courses)

- Enrolled students may request credit by examination for courses if an exam has been developed.
- Students seeking to utilize a Microbiology credit by examination must provide transcripts indicating they have successfully passed with a C grade or higher from an accredited institution a Microbiology course of a minimum four quarter credits which contains both a didactic component and lab. Qualified students who score 73% or higher on the credit by examination will earn a Microbiology "TO" on their Rasmussen College transcript.
- An examination score of 73% or higher is required to earn credit by examination.
- The examination grade will be posted as Test-out (TO) on the student transcript.
- Credits earned count in the transfer maximum.
- Credit by examination will not count as credits for financial-aid eligibility.
- A credit by examination may be taken only once for each course.

- If a student has already attempted the course, as indicated by a posted W/WD/WP or F/FA/FD grade, no test-out attempt will be allowed.

- Credits awarded through credit by examination (TO) may not be transferable to another institution.

- Contact your Student Advisor for a list of available challenge exams

Medical Coding Practicum Waiver

- Students with a minimum cumulative GPA of 3.0 in their program major courses may request a waiver for the Medical Coding practicum coursework. Students must complete and submit the required paperwork to their Program Coordinator/Director prior to the start of the quarter of the practicum.
- Students must have a variety of experiences in the necessary medical fields rather than from just one area, and documentation will be required from the student's employer. The Program Coordinator/ Director will inform the Campus Manager of Student Records of the result of the evaluation.
- If the waiver is granted, the grade will be posted on the student transcript as a Course Waiver (CW) once the course waiver form is signed.

School of Education Waivers

- Students who have a current and valid CDA Credential, awarded by the Council for Professional Recognition, and are enrolled in the Early Childhood Education Associate's degree, Early Childhood Education Diploma, or Early Childhood Education Certificate may request a waiver from Foundations of Child Development; Early Childhood Education Curriculum and Instruction; and Health, Safety and Nutrition/CDA Application.
- The student's credential will be reviewed, and if the criteria are met, Rasmussen College will waive the course requirements and the grades will be posted on the student transcript as a Course Waiver (CW) once the course waiver request form is signed.

School of Justice Studies Waivers

- Course waivers will be considered for students who have select professional certifications from recognized state police/corrections academies.
- Course waivers will be considered for specific courses within the School of Justice Studies related to the certification.
- No time limit for earning certifications.
- The student's credential will be reviewed, and if the criteria are met, the course requirements will be waived and the grades will be posted on the student's transcript as a Course Waiver (CW) once the course waiver request form is signed.

- Course waivers will be considered for students who have attended and successfully completed the following courses offered through the MN BCA Criminal Justice Training and Education Program (BCA-CJTE). Student must present evidence of their attendance by submitting a course certificate of completion.

1. Basic Narcotics
2. BCA Crime Scene Course
3. Crime Prevention Practitioner Course
4. Financial Investigation Techniques Course
5. Forensic Science Partners Course
6. Leadership in Police Organizations Course
7. Southern Police Institute Homicide Course

Similar courses will be considered upon request. A review of the content against the syllabus of the course for which transfer is requested will be assessed, awarding of a waiver is at the sole discretion of the Dean of the School of Justice Studies. Sufficient time must be allowed for an appropriate review, the student will be required to submit the syllabus of the course, the hours required, and evidence of completion of the course.

School of Business Waivers

Course waivers will be considered for students who have select professional certifications from the HR Certification Institute™ for the distinction of Professional in Human Resources (PHR) or for the distinction of Senior Professional in Human Resource Management (SPHR)

- Course waivers will be considered for specific courses within the School of Business related to the certification and the program of enrollment.
- Certifications must be current.
- The student's credential will be reviewed, and if the criteria are met, the course requirements will be waived and the grades will be posted on the student's transcript as a Course Waiver (CW) once the course waiver request form is signed.
- Students presenting evidence of certification by the HR Certification Institute for the distinction of PHR will be awarded the following credit as Course Waiver (CW):
 1. Introduction to Human Resource Management
 2. Employment Law
 3. Modern Human Resource Management
 4. Workforce and Labor Relations Management
- Students presenting evidence of certification by the HR Certification Institute for the distinction of SPHR will be awarded the following credit as Course Waiver (CW):
 1. Introduction to Human Resource Management
 2. Employment Law
 3. Modern Human Resource Management
 4. Workforce and Labor Relations Management
 5. Strategic Human Resource Management

School of Technology Waivers

- Course Waivers will be considered for students who have select professional certifications from the Computing Technology Industry Association (CompTIA); Microsoft; Cisco; (ISC)²; Apple; VMware; EMC²; Oracle ; C++ Institute.
- Course waivers will be considered for specific courses within the School of Technology related to the certification.
- Certifications must have been earned within the last three years or are current through renewal.
- Contact your Student Advisor for a list of available challenge exams
- The student's credential will be reviewed, and if the criteria are met, the course requirements will be waived and the grades will be posted on the student's transcript as a Course Waiver (CW) once the course waiver request form is signed.

School of Design Waivers

- Course Waivers will be considered for students who have select professional certifications from Adobe (Certified Associate or Certified Expert) and Autodesk.
- Course Waivers will be considered for specific courses within the School of Design related to the certification.
- Certifications must have been earned within the last three years or are current through renewal.
- The student's credential will be reviewed, and if the criteria are met, the course requirements will be waived and the grades will be posted on the student's transcript as a Course Waiver (CW) once the course waiver request form is signed.

School of Health Sciences Waivers

- Course waivers will be considered for students who have earned the Certified Coding Specialist (CCS or CCS-P) from AHIMA. In addition, an X-Ray operator license may also be considered.
- Certifications must be current.
- Course waivers will be considered for specific courses related to the certification.

ACADEMIC INFORMATION AND COLLEGE POLICIES

- The student's credential will be reviewed, and if the criteria are met, will waive the course requirements and the grades will be posted on the student transcript as a Course Waiver (CW) once the course waiver request form is signed.

School of Nursing Waivers

- Students who enroll in the Professional Nursing AS program and have a practical nursing license that is current and unencumbered on the date their program starts at Rasmussen College, may request a waiver from NU117/NUR1172 Nutritional Principles in Nursing and NU203/NUR2034C Fundamentals of Professional Nursing.
- The student's license status, as recorded on the state's licensing website will be reviewed, and if the criteria are met, Rasmussen College will waive the course requirements and the grades will be posted on the student transcript as Course Waiver (CW) once the course waiver request form is signed.
- This does not apply to the Illinois Professional Nursing AAS program.

College Equivalency Credit

Credits earned through college equivalency programs will be posted on student transcripts as Test-Out credits (TO) and will not be assigned letter grades or applied to cumulative grade point average. Rasmussen College recognizes the following college equivalencies:

- Advanced Placement (AP) examinations administered by The College Board. A score of 3 or higher required.
- College-Level Examination Program (CLEP) examinations administered by The College Board. A score of 50 or higher is required for computer-based testing since 2/15/2003. For paper-based exams taken prior to 2/15/2003, the CLEP ACE recommended score will be used.
- DSST, DANTES, Excelsior College Exams. Passing scores are determined by the individual test requirements.

Prior Learning Assessment (PLA) credits may be earned by going through the PLA process as established through The Council for Adult Experiential Learning (CAEL).

- Other types of college equivalency courses and/or examinations may be evaluated for eligibility by the Associate College Registrars.

Military Experience Equivalency Credit

College credit for military service may be awarded upon review of a military transcript. Rasmussen College follows the American Council of Education (ACE) recommendations on transferring credit. These credits are usually listed on Sailor/Marine American Council on Education Registry Transcript (SMART), Defense Activity for Non-Traditional Education Support (DANTES) transcript, College Level Examination Program (CLEP) score, Coast Guard Institute (CGI) transcript, Army American Council on Education Registry Transcript System (AARTS) transcript and/or Community College of the Air Force (CCAF) transcript. ACE military credits recommendations which have been accepted for transfer will be listed on the student's transcript with a Transfer (TR) designation.

Transfer to Other Colleges

Rasmussen College does not imply or guarantee that credits completed at Rasmussen College will be accepted or transferable to any other college, university, or institution. Graduates or students who would like to transfer credits earned at Rasmussen College to another school should understand that the decision to accept transfer credits is always at the discretion of the receiving institution. Please see the Manager of Students Records with questions about transfer to other colleges.

Transcripts

Transcripts for graduates and students who have completed their course of study are provided without charge; however a fee of \$5.00 is charged for all other transcripts.

The institution reserves the right to withhold official academic transcripts from students under certain circumstances such as having an outstanding financial obligation to the College.

EXTERNSHIPS, PRACTICUMS, AND CLINICALS

Health Sciences Externships, Practicums, and Clinicals

Externships, clinicals, and practicums for Health Sciences programs are to be conducted in Rasmussen approved locations. Each practicum site will be established utilizing an agreement to determine the responsibilities of the practicum partner, Rasmussen College, and the participating student. Students may need to travel out of the immediate area to complete practicum activities. The cost of any such travel is the responsibility of the student. Practicums/Externships in Health Sciences programs have attendance expectations that differ from the general Rasmussen College Attendance Policy. These attendance policies can be found in the program-specific manuals/handbooks.

In order to successfully complete a practicum experience, students must complete the required number of practicum hours for the course. Students who do not complete all required practicum hours during the quarter in which the course is scheduled will fail the practicum course.

All student activities associated with the curriculum, especially while the student is completing his or her clinical rotations, will be educational in nature. The student will not receive any monetary remuneration during this educational experience, nor will he or she be substituted for hired staff personnel within the clinical institution.

Often, students will be offered a position towards the end of their rotation. It must be understood by both parties that should compensation occur for time associated with the practicum requirement, the student may be dismissed from the program and forfeit any accumulated hours.

POLICIES AND GRIEVANCES

Accommodations Policy

The mission of Rasmussen College in disability services is to create an accessible college community where students with disabilities have an equal opportunity to participate fully in all aspects of the educational experience. Rasmussen College recognizes its obligation under the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973 and commits to the success of its students and faculty by prohibiting discrimination on the basis of disability and requiring reasonable accommodations to qualified disabled students in all programs and activities.

Students with disabilities do not have to self-disclose or register with the Campus Accommodations Coordinator, although the College encourages them to do so. Students seeking academic accommodations or adjustments must contact the Campus Accommodations Coordinator to request such services. Students who are unsure who to contact should check with their Academic Dean or Campus Director.

Attendance

A basic requirement for employment in any organization is regular, on-time attendance. Rasmussen College students are expected to be on time and in regular attendance for all of their classes. Workplace etiquette also requires a call be made if an absence is necessary. Rasmussen College students are expected to call the College and to indicate if they will be absent or tardy. It is the student's responsibility to contact the instructor to get missed information, class work, and assignments.

Attendance requirements are met by (a) attending a face-to-face course session at the campus or other class location, or (b) substantive online activity, including commentary in the discussion section of the online classroom, posting of required assignments and course quizzes and exams in a timely manner. Discussion posts in the student lounge area of the classroom are encouraged but do not count as attendance activities. Attendance is not equivalent to participation. Student grades will be impacted by the frequency and quality of participation in class, whether face-to-face or online, consistent with the requirements of the particular course and as outlined in the course syllabus.

Rasmussen College uses a standard grading scale for its courses (although some programs may be required to follow additional standards). Faculty are required to keep accurate attendance records which are submitted to the student records. Rasmussen College makes attendance records available to supporting agencies and prospective employers. Students must maintain regular attendance and be in satisfactory academic standing to remain eligible for financial aid.

First Week Attendance: Students are expected to meet attendance requirements in their courses on or before the seventh (7th) day of the start of a term. Students who have not met the attendance requirement in at least one scheduled College course within seven days of the start of a term may be administratively withdrawn from the College.

Course Attendance: If a student has not been in attendance in a course within 14 days of their last date of attendance in that course, he or she may be administratively withdrawn from the course. If the student has not been in attendance in any courses within 14 days of their last day of attendance, he or she may be administratively withdrawn from the College. Upon withdrawal a student's financial aid eligibility will be adjusted according to the Institution's refund policy as described in the College Catalog and will be assigned grades according to the Rasmussen College Drop/Add Class Policy.

Practicums/Externships in Nursing and Health Sciences programs have attendance requirements that are more stringent than the attendance policy above. Attendance policies for programs with additional requirements can be found in program-specific manuals/handbooks.

Rasmussen College Academic Integrity Policy**I. Introduction**

As an institution of higher learning, Rasmussen College is committed to preparing students to be active, productive and successful contributors to a global community. In pursuit of this commitment, students, faculty and staff of Rasmussen College are expected to uphold the very highest business and personal ethics. Students of Rasmussen College commit to holding themselves and their peers to the foremost level of academic integrity, and accept responsibility should behaviors and actions fall short of the College's expectations.

II. Definitions

- a) Academic Misconduct is the violation of the Academic Integrity Policy, including all forms of academic cheating including but not limited to acts listed below and any other act perpetrated to give unfair advantage to the student.
- b) Cheating: Distributing or receiving answers or information by any means other than those expressly permitted by an instructor for any academic exercise. Examples include:
 - i. Copying answers, data, or information for any academic exercise from another student in which the student is not expressly permitted to work jointly with others.
 - ii. Impersonation: Assuming another student's identity or allowing another person to complete an academic exercise on one's own behalf.

- iii. Using or attempting to use unauthorized materials, texts, devices, notes, information or study aids in any academic exercise (i.e., assignments, discussions, tests, quizzes, papers, labs).

- c) Collusion: Knowingly assisting, attempting to assist, or receiving assistance from another student or students to commit academic misconduct, or conspiring with any other person in or outside of the College to commit misconduct.
- d) Destruction, Theft, Obstruction, Interference: Seeking to gain unfair academic advantage by destroying, damaging, or stealing equipment or products of any academic exercise; or obstructing or interfering with an instructor's materials or another student's academic work.
- e) Fabrication, Falsification, Forgery: Deliberately falsifying, altering, or inventing student records, information or citations. Forgery is the act of imitating or counterfeiting documents, signatures, and the like.
- f) Plagiarism is the act of representing an individual's or organization's words, thoughts, or ideas as one's own. Examples include:
 - i. Using information (a paraphrase or quotation, in whole or in part) from a source without attempting to give credit to the author of that source.
 - ii. Using charts, illustrations, images, figures, equations, etc., without citing the source.
 - iii. Using an academic exercise (in whole or in part) purchased or copied from a ghostwriter or paper/essay mill.
 - iv. Copyright infringement or piracy, including the use, alteration, or duplication of media, software, code, or information when expressly prohibited or where copyright exists or is implied.
 - v. Submitting work previously graded in another course without prior approval by the course instructor; or, submitting the same work in two or more concurrent courses without prior approval by all course instructors.

III. Violations

A student who violates the Academic Integrity policy faces severe penalty from the College. Violations may occur in one or more courses in one or more quarters and accumulate for all quarters in which the student is enrolled. Upon conclusion by the student's instructor and the student's Dean that the student has committed Academic Misconduct, the following penalties will be applied:

- a) First Offense. The student will receive no credit on the assignment in question and will not be allowed to redo the work.
- b) Second Offense. The student will be expelled from the course, and the final grade assigned for the course will be an 'FD'. The student may re-take the course, but the 'FD' will remain on the transcript even if the student re-takes the course and earns a passing grade.

The College reserves the right to dismiss a student from the College if there are more than two offenses. A student dismissed from the College because of Academic Misconduct may not re-enroll.

Students who commit Academic Misconduct also run the risk of harming future educational and employment opportunities. Reference forms sent by prospective employers and other educational institutions often ask for judgment and comment on a student's ethical behavior. As the form is sent at the behest of the student, the student waives any rights he or she may have under the Family Educational Rights and Privacy Act to keep Academic Integrity violations confidential.

ACADEMIC INFORMATION AND COLLEGE POLICIES

IV. Concurrent Offenses: A concurrent offense is an instance of Academic Misconduct that occurs at the same time as another instance (i.e., two or more assignments submitted at the same time in the same or different courses), or instances of misconduct that occur prior to the student receiving notice of the immediate prior offense. Concurrent offenses will be treated as a single offense, and the appropriate penalty will be applied for all concurrent violations.

V. Appeal: A student who disagrees with a ruling of Academic Misconduct has one week to appeal the ruling in writing to his/her Dean. If the Dean confirms the violation, the appeal is reviewed by the Academic Integrity Committee, which has one week from the time that they receive the appeal to thoroughly investigate and rule on the appeal. If the issue remains unresolved, the student must submit a written statement of appeal to the Vice President of Academic Affairs – Learning & Teaching thereafter. Response will be given within 30 days.

Conduct/Dismissal

Students are expected to conduct themselves with the same standards of behavior as are expected in the workplace and in the community at large. Consequently, the following is an all encompassing policy regarding student conduct. The College reserves the right to suspend or terminate any students whose conduct is detrimental to the educational environment.

Conduct/dismissal guidelines for School of Nursing students, or School of Health Sciences students enrolled in the Medical Assisting, Health Information Technician/Management, Medical Laboratory Technician and Surgical Technology programs can be found in each programmatic handbook provided at programmatic orientation. This includes, but is not limited to, conduct:

- By students, faculty, or staff that is detrimental within the classroom environment.
- That interferes with the well-being of the fellow students and/or faculty and staff members.
- That causes damage to the appearance or structure of the College facility and/or its equipment.
- By students who copy or otherwise plagiarize the assignments/projects of other students or professionals.
- By students who otherwise display conduct detrimental to their own academic progress or ultimate success in the field for which they are being educated.

Students, employees and guests using Rasmussen networks to access the internet are prohibited from viewing inappropriate material or visiting sites which have been identified as facilitating the violation of copyright/intellectual property protections or other suspicious/illegal activity. Prohibited material could include pornographic images, illegal file sharing programs (such as the illegal downloading and sharing of music), or other violations of the Rasmussen College Acceptable Use Policy. Violations will result in the loss of network use privileges and possibly other penalties, up to and including dismissal.

Anti-Hazing Policy

It shall be the policy of the College to strictly prohibit any action or situation which may recklessly or intentionally endanger the mental, physical health or safety of its students for the purpose of initiation or admission into or affiliation with any organization operating under the sanction of the College. This policy applies to any student or other person who may be associated with any student organization. Violation of this policy may result in disciplinary action including but not limited to suspension and/or termination from school or employment. The Campus Director of the College shall be responsible for the administration of this policy.

Dress Code

Rasmussen College encourages students to dress as if they were going to work and to start acquiring a wardrobe suitable for employment after graduation.

Several programs, including those in our School of Nursing and our School of Health Sciences, have stringent dress code and professional appearance requirements. Standards are specified in the applicable program handbooks. In some cases, failure to meet the required standard may impact a student's ability to participate in an externship or clinical experience, and may ultimately impact the student's grade. Please consult the handbook specific to your program or see your Program Coordinator/Dean for details.

Rasmussen College Minimum Technical Requirements

In order to be successful in online courses, you must use a computer system that meets or exceeds the minimum technical requirements specified in the course. If you do not meet those requirements, you may need to attend a campus to complete some assignments.

Due to frequent changes in technology, technological requirements change periodically. Technical requirements necessary for online courses to run properly are located on the following website: content.learntoday.info/course_files/techinfo/techinfo_ols.html, which is updated regularly to reflect current requirements.

Current technical requirements are as follows:
Technical Requirements

These are the technical requirements necessary for your online courses to run properly. Please read this information carefully, as you must ensure that your computer is properly configured.

Please note, some courses require the use of software that is not Mac compatible. If you use a Mac, you may need to attend a campus, use a PC, or run the software in Windows emulation mode in order to complete some required course activities and assignments.

1. Web Browser Requirements

The following web browsers are formally supported and tested:

- With PCs running Windows OS:
 - Google Chrome
 - Firefox
 - Internet Explorer version 8, 9 or 10;
- With Macs running OS X:
 - Google Chrome
 - Firefox
 - Safari 5 or 6.0.x

Please note, there is currently no support for Firefox, Internet Explorer, Safari or Chrome on mobile devices.

2. Cookies Must Be Enabled on your Browser

A cookie is a small file that is placed on your computer by the server. Cookies are a very common Internet technology used by many websites, such as Amazon or eBay. Your browser has a setting that allows you to control whether you allow cookies or not.

Since cookies are so common, your browser probably already has cookies enabled. If you are unsure whether your browser is set up properly, please call the Personal Support Center.

3. Required Plug-ins

Flash

Your courses may include images or animations that require the Flash plug-in. If you do not have Flash installed, or have difficulty viewing the animations, you may load the most current version of the Flash plug-in here: get.adobe.com/flashplayer/.

Shockwave

Your courses may include images or animations that require the Shockwave plug-in. If you do not have Shockwave installed, or have difficulty viewing the animations, you may load the most current version of the Shockwave plug-in here: get.adobe.com/shockwave.

Acrobat Reader

Your courses may include .pdf files, which require the Adobe Acrobat Reader. If Acrobat is not installed on your computer, please download the free Adobe Acrobat Reader: get.adobe.com/reader/.

Microsoft PowerPoint

Your courses may include Microsoft PowerPoint presentations. If you do not have PowerPoint installed on your computer, you may use the free PowerPoint viewer to view the course materials. Download the free PowerPoint viewer here: microsoft.com/en-us/download/details.aspx?id=13.

Microsoft Word

Your courses require the use of Microsoft Word to turn in written assignments. If you do not have Word, please contact your instructor.

Microsoft Excel

Your courses may require Microsoft Excel spreadsheet software. If you do not have Excel, please contact your instructor.

ZIP File Compression Utility

Your courses may require the use of a compression utility, like 7-Zip, to create a "zipped" file (i.e. filename.zip). If you do not have a compression utility installed on your computer, you may download a free copy of 7-Zip here: 7-zip.org.

If your computer is running Windows XP, or newer, there is a compression utility already built in. For help "zipping" and "unzipping" files using the Windows compression tools, please view the demonstrations at content.learntoday.info/course_files/techinfo/techinfo_ols.html.

Student Senate

The Student Senate assists the College in providing a successful, positive, and rewarding atmosphere by organizing campus events.

The Student Senate meets on a regular basis. Students are encouraged to participate in the open forum discussions or may petition to be one of the board representatives.

The representatives include: President, Vice President, Treasurer, and Secretary.

Student Senate is open to all students, however student groups vary from campus to campus. Therefore, students should see their Campus Director for information regarding student groups.

Exit Interviews

Students contemplating the termination of their education at Rasmussen College should contact the Dean or Campus Director or Student Advisor, and then the Student Financial Services Office. Academic and financial aid files are not complete until both exit interviews have been completed.

All students graduating or withdrawing (that have financial aid) are required to attend a mandatory exit interview. During this interview, students receive information regarding their loan(s) including address and telephone numbers of lenders, deferment requests, a list of qualifications, a sample repayment guide, loan consolidation information, and review of loan terms.

The Student Financial Services Office is available for your assistance for the duration of your student loan.

Rasmussen College reserves the right to withhold the release of academic information, and other records, pending settlement of any amount due to the College.

Circulation Policy

Library Mission & Introduction

Rasmussen College Library System, in accordance with the mission of the College, promotes life-long learning, develops information literacy skills, and fosters educational achievement. The library is dedicated to supporting the diverse education and information needs of our online and residential communities.

In support of this mission, we:

- Extend our resources and personalized services to all students and employees of the College;
- Empower students to access information independently in the changing world of technology;
- Support faculty by providing professional development and instructional partnerships;
- Engage in responsive collection development and resource sharing; and
- Collaborate with faculty to select resources in a variety of formats.

This circulation policy supports the library mission by ensuring that library materials are available to members of the Rasmussen College community and other library users on an equitable basis. Exceptions to this policy may be granted by the Campus Librarian on a case-by-case basis if need is demonstrated.

Borrowing Materials: General

The following persons are permitted to check out materials owned by our campus libraries:

- Rasmussen College students and alumni in good financial standing with the College
- Rasmussen College faculty and staff in good standing with the library
- Community, consortia, and interlibrary loan patrons in good standing with the library

A patron in good standing with the library is defined as a person who has no overdue items and owes no fees toward damaged or lost items.

A library user is responsible for any items checked out in his or her name. Rasmussen College retains the right to deny borrowing privileges to any person in violation of this or any other library policy.

Loan Periods

Circulating materials are loaned for 21 calendar days and may be renewed up to two times if there are no outstanding holds on the material.

Special materials are loaned for 3 hours or 3 days, depending on the material type. Restricted materials may not be renewed.

Library materials must be returned to the library on or before the end of the loan period. Returned materials are accepted at any campus library and may be delivered in person or mailed to the campus.

Non-circulating materials are not loaned but may be used in the library.

Fees and Restriction of Borrower Privileges

Users will receive a reminder 2 days in advance of an item's due date.

Following the grace period (5 days for circulating items; 10 hours for special materials), items are considered overdue and borrower privileges will be restricted until items are returned or fees are paid for lost materials.

After 30 days past the end of the grace period, the material is considered lost. The library reserves the right to charge for replacement costs. Replacement costs are assessed per each individual item. The library will charge \$55.00, or the cost of replacing the item plus a \$5.00 processing fee.

In the event that a library material is returned damaged, the borrower will be assessed a fee to repair or replace the damaged item. In the event that an irreplaceable item is damaged, the library will assess a \$55.00 fee.

ACADEMIC INFORMATION AND COLLEGE POLICIES

Rasmussen College cannot override fines incurred at other libraries, including fines for Interlibrary Loan items lost or returned late.

Library fees are assessed through the Department of Student Financial Services. Rasmussen College reserves the right to withhold the release of academic information, and other records, pending settlement of any amount due to the College.

Non-Discrimination Policy

Rasmussen is strongly committed to providing equal employment opportunity for all employees and all applicants for employment. For us, this is the only acceptable way to operate our College.

Rasmussen employment practices conform both with the letter and spirit of federal, state, and local laws and regulations regarding non-discrimination in employment, compensation, and benefits.

Anti-Harassment and Sexual Violence Policy

It is Rasmussen College's policy and responsibility to provide our employees and students an environment that is free from harassment.

Rasmussen College expressly prohibits harassment of employees or students on the basis of gender. Harassment undermines our College community morale and our commitment to treat each other with dignity and respect. This policy is related to and is in conformity with the Equal Opportunity Policy of Rasmussen College to recruit, employ, retain, and promote employees without regard to race, color, religion, creed, ancestry, gender, marital status, sexual orientation, national origin, age, physical or other disability, military or veteran status, or receipt of public assistance. Prompt investigation of allegations will be made on a confidential basis to ascertain the veracity of complaints and appropriate corrective action will be taken. An Executive Vice President or President will be notified of all allegations. This will ensure a prompt, consistent, and appropriate investigation.

It is a violation of policy for any member of our College community to engage in sexual harassment and it is a violation of policy for any member of the College community to take action against an individual for reporting sexual harassment.

This policy covers actions of all students and employees, whether co-worker, manager or by any other persons doing business with or for Rasmussen.

Informal and Formal Complaints

Members of this College community who believe they have been sexually harassed or have been the victim of sexual assault may properly turn for assistance to the Campus Director, Regional Vice President, Executive Vice President or President. Whether or not a person consults with a school official, he/she has the option of making an informal or formal complaint according to the procedures outlined below.

No retaliatory actions may be taken against any person because he/she makes such a complaint or against any member of the College community who serves as an advisor or advocate for any party in any such complaint.

No retaliatory actions may be taken against any member of the College community merely because he/she is or has been the object of such a complaint.

Informal Resolution

Early efforts to control a potentially harassing situation are very important.

1. Sometimes sexual harassment can be stopped by telling the person directly that you are uncomfortable with his or her behavior and would like it to stop.
2. Writing a letter to the person or talking to the person's supervisor can also be effective.
3. Go to a sexual harassment/violence information center or discuss the matter with a friend.
4. Talk to others who might also be victims of harassment.

5. Any employee, faculty member, staff member, or student is encouraged to discuss incidents of possible sexual harassment with the Campus Director, Regional Vice President, or College President.

A Campus Director contacted by a person who may have been subjected to sexual harassment will give advice and guidance on both informal and formal procedures for solving the problem.

During the informal inquiry process, all information will be kept confidential to as great a degree as legally possible.

No specific circumstances, including the names of the people involved, will be reported to anyone else, except the President, Executive Vice President and the Human Resources Director and Corporate Counsel, without the written permission of the person making the complaint. However, if, in the course of the inquiry Rasmussen College finds that the circumstances warrant a formal investigation, it will be necessary to inform the person complained against.

Incidents should be reported within 30 days.

At any time during the procedures, both the person bringing a complaint and the person against whom the complaint is made may have a representative present in discussions with the Campus Director.

Resolutions and Informal Complaints

Anyone in the Rasmussen community may discuss an informal complaint with the Campus Director, Regional Vice President, Executive Vice President or President.

1. If the person who discusses an informal complaint with an advisor is willing to be identified to others but not the person against whom the informal complaint is made, the College will make record of the circumstances and will provide guidance about various ways to resolve the problem or avoid future occurrences.

While the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person regarding action by the College cannot be guaranteed in every instance, they will be protected to as great a degree as is legally possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the College's obligation to act upon the charge and the right of the charged party to obtain information. In most cases, however, confidentiality will be strictly maintained by the College and those involved in the investigation.

2. If the person bringing the complaint is willing to be identified to the person against whom the complaint is made and wishes to attempt resolution of the problem, the College will make a confidential record of the circumstances (signed by the complainant) and suggest and/or undertake appropriate discussions with the persons involved.
3. When a number of people report incidents of sexual harassment that have occurred in a public context (for instance, offensive sexual remarks in a classroom lecture) or when the College receives repeated complaints from different people that an individual has engaged in other forms of sexual harassment, the College may inform the person complained against without revealing the identity of the complaints.

Definitions

Sexual harassment: Unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic advancement,
- 2) submission to or rejection of such conduct by an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment,

- 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working or academic environment.

This policy prohibits behavior such as, but not limited to:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Verbal sexual advances or propositions;
5. Displaying sexually suggestive objects, pictures, cartoons or posters (includes by electronic means);
6. Sexually offensive comments, graphic verbal commentary about an individual's body or dress, sexually explicit jokes and innuendos, and other sexually-oriented statements; and
7. Physical conduct, such as: touching, assault, or impeding or blocking movements.

Sexual harassment can occur in situations where one person has power over another, but it can also occur between equals. Both men and women can be sexually harassed. Sexual harassment can be as blatant as rape or as subtle as a touch. Harassment under the third part of the definition often consists of callous insensitivity to the experience of others.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that is acceptable and welcomed by both parties, are not considered to be harassment, including sexual harassment.

There are basically two types of sexual harassment:

1. "Quid pro quo" harassment, where submission to harassment is used as the basis for employment decisions.

Employee benefits such as raises, promotions, better working hours, etc., are directly linked to compliance with sexual advances.

Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in quid pro quo harassment. Example: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.

2. "Hostile work environment," where the harassment creates an offensive and unpleasant working environment.

Hostile work environment can be created by anyone in the work environment, whether it be supervisors, other employees, or customers. Hostile environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment.

Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category.

For further information please refer to the EEOC's website at eeoc.gov or call the EEOC Publications Distribution Center at 800-669-3362 (voice), 800-800-3302 (TTY).

Sexual orientation harassment: Sexual harassment includes harassment based on sexual orientation. Sexual orientation harassment is verbal or physical conduct that is directed at an individual because of his/her sexual orientation and that is sufficiently severe, pervasive, or persistent so as to have the purpose or effect of creating a hostile work or educational environment.

Romantic/sexual relationships between superior and subordinate: Substantial risks are involved even in seemingly consensual romantic/sexual relationships where a power differential exists between the involved parties.

The respect and trust accorded a faculty member or other employee by a student, as well as the power exercised by faculty in giving grades, advice, praise, recommendations, opportunities for further study, or other forms of advancement may greatly diminish the student's actual freedom of choice concerning the relationship. Similarly, the authority of the supervisor to hire, fire, evaluate performance, reward, make recommendations, assign and oversee the work activities of employees may interfere with the employee's ability to choose freely in the relationship. Further, it is inherently risky where age, background, stature, credentials or other characteristics contribute to the perceptions that a power differential exists between the involved parties which limits the student or employee's ability to make informed choices about the relationship.

Claims of consensual romantic/sexual relationships will not protect individuals from sexual harassment charges nor guarantee a successful defense if charges are made. It is the faculty member, supervisor, or staff who will bear the burden of accountability because of his/her special power and responsibility, and it is exceedingly difficult to use mutual consent as a defense. Therefore, all employees should be aware of the risks and consequences involved in entering a romantic/sexual relationship where there is a superior/subordinate relationship.

Sexual assault: Sexual activity, including sexual penetration or sexual conduct carried out under coercion, with the threat of a weapon, through the threat of bodily harm, through a position of authority, or when the victim/survivor is mentally or physically disabled or helpless constitutes criminal sexual conduct.

Having a previous relationship of any nature, including prior sexual contact with the victim/survivor is not an accepted defense for sexual assault. The victim/survivor does not need to prove that she/he resisted and another witness is not needed to prosecute the case. The relative age of the persons involved, the victim's/survivor's fear of bodily harm to self or another, the use of threat to use a weapon by the perpetrator, and the infliction of either physical or emotional anguish upon the victim/survivor are among the criteria taken into account by state laws on Criminal Sexual Conduct and under the Crime Victims Bill of Rights.

Formal Complaints by Students and Employees

- a. A formal complaint of sexual harassment must include a written statement, signed by the complainant specifying the incident(s) of sexual harassment. The statement may be prepared by the complainant or by an advisor as a record of the complaint. The complaint must be addressed to the Campus Director or other manager who will immediately report such complaint to an Executive Vice President or President and Human Resource Director or Corporate Counsel.

The Human Resource Director and/or Corporate Counsel, with the assistance of the Campus Director or other manager will formally investigate the complaint and present the findings and recommendations to an Executive Vice President or President.

- b. The College will investigate formal complaints in the following manner:

1. The person who is first contacted, after initial discussions with the complainant, will inform the College specifying the individuals involved. Rasmussen will decide whether the circumstances reported in the complaint warrant a formal investigation or an informal inquiry.
2. If the circumstances warrant an investigation, Rasmussen will inform the person complained against of the name of the person making the complaint as well as of the substance of the complaint. The College will then limit the investigation to what is necessary to resolve the complaint or make a recommendation. If it is necessary for the College to speak to any people other than those involved in the complaint, they will do so only after informing the complaining person and the person complained against.

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3. The College's first priority will be to attempt to resolve the problem through a mutual agreement of the complainant and the person complained against.
4. The College will be in communication with the complainant until the complaint is resolved. The complainant will be informed of procedures being followed throughout the investigation although not of the specific conversations held with the person complained against.
5. The College will resolve complaints expeditiously. To the extent possible, the College will complete its investigation and make its recommendations within 60 days from the time the formal investigation is initiated.
6. If a formal complaint has been preceded by an informal inquiry, the College will decide whether there are sufficient grounds to warrant a formal investigation.
- c. After an investigation of the complaint the College will:
 1. Look at all the facts and circumstances surrounding the allegations to determine if there is reasonable cause to believe that harassment has occurred and report its findings and the resolution to an Executive Vice President or President; or
 2. Report its findings with appropriate recommendations for corrective action to an Executive Vice President or President; or
 3. Report to an Executive Vice President or President its finding that there is insufficient evidence to support the complaint.

Victims' Rights Under Sexual Assault Policy

If the assault is alleged to have been committed by a member of our college community on property owned by the College the following additional policy applies:

1. The victim is aware that criminal charges can be made with local law enforcement officials;
2. The prompt assistance of campus administration, or Rasmussen management at the request of the victim, in notifying the appropriate law enforcement officials of a sexual assault incident;
3. A sexual assault victim's participation in and the presence of the victim's attorney or other support person at any campus or college facility disciplinary proceeding concerning a sexual assault complaint;
4. Notice to a sexual assault victim of the outcome of any campus or college facility disciplinary proceeding concerning a sexual assault complaint, consistent with laws relating to data practices;
5. The complete and prompt assistance of campus administration, or Rasmussen management at the direction of law enforcement authorities, in obtaining, securing, and maintaining evidence in connection with a sexual assault incident;
6. The assistance of campus administration or Rasmussen management in preserving, for a sexual assault complaint or victim, materials relevant to a campus disciplinary proceeding;
7. The assistance of campus and/or other Rasmussen personnel, in cooperation with the appropriate law enforcement authorities, at a sexual assault victim's request, in shielding the victim from unwanted contact with the alleged assailant, including transfer of the victim to alternative classes; and
8. Further information can be obtained from the following source:
 Florida Commission on Human Relations
 2009 Apalachee Parkway, Suite 100
 Tallahassee, FL 32301
 Phone: 850-488-7082
 Toll-Free: 1-800-342-8170
 Fax: 850-488-5291
 Website: fchr.state.fl.us
 E-Mail: fchrinfo@fchr.myflorida.com
 For Those with Communication Impairments:
 The Florida Relay Service Voice (statewide)
 711 TDD ASLII 800-955-1339
 TDD Baudot 800-955-8771

Kansas Coalition Against Sexual and Domestic Violence Crisis Hotline:
 1-888-363-2287
kcsdv.org/ksresources.html

Kansas City Metropolitan Organization to Counter Sexual Assault 24 Hour Crisis Line:
 816-531-0233, 913-642-0233
moca.org/

Kansas Attorney General Victim Services Division
 120 SW 10th Ave., 2nd Floor Topeka, KS 66612
 1-800-828-9745
ag.ks.gov/victim-services

9. The campus administration will inform victims of their rights under the Crime Victims Bill of Rights, including the right to assistance from the Office of the Crime Victim Ombudsman and the Crime Victims Reparations Board. For further information refer to the Office of the Crime Victim Ombudsman website at ojp.state.mn.us/651-642-0550 or the Crime Victims Reparations Board website at ojp.state.mn.us/MCCVS/651-282-6256.

Nothing in this policy shall prevent the complainant or the respondent from pursuing formal legal remedies or resolution through state or federal agencies or the courts.

Drug-Free School and Workplace

In accordance with the Drug-Free Schools and Communities Act (34 CFR Part 85), Rasmussen College campuses are hereby declared a drug-free college and workplace. For more information visit The U. S. Department of Education's Higher Education Center for Alcohol and Other Drug Prevention website at www.edc.org/.

Students are prohibited from the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol anywhere on property belonging to the College including but not limited to grounds, parking areas, or anywhere within the building(s); or while participating in College-related activities including but not limited to clinical, externship, or practicum experiences. Students who violate this policy will be subject to disciplinary action up to and including expulsion or termination of enrollment.

As a condition of enrollment, students must abide by the terms of this policy or the College will take one or more of the following actions within 30 days with respect to any student who violates this policy by:

1. Reporting the violation to law enforcement officials.
2. Taking appropriate disciplinary action against such student, up to and including expulsion or termination of enrollment.
3. Requiring such student to participate in a substance abuse rehabilitation program approved for such purposes by a federal, state, local health, law enforcement, or other appropriate agency.

In compliance with the law, the College will make a good faith effort to maintain a drug-free College through implementation of the preceding policy and will establish and maintain a drug-free and alcohol awareness program. Upon enrollment and on an annual basis, students will receive a copy of the Rasmussen College Drug-Free Schools and Workplace policy, list of applicable sanctions under federal, state, or local laws, description of health risks, list of drug and alcohol programs that are available, and list of imposed disciplinary sanctions for students.

The Federal Government has taken a number of legal steps to curb drug abuse and distribution. These anti-drug laws affect several areas of our lives. For instance, the Department of Housing and Urban Development, which provides public housing funds, has the authority to evict residents found to be involved in drug related crimes on or near the public housing premises. Businesses with federal contracts are subject to a loss of those contracts if they do not promote a drug-free environment. In our particular situation, students involved with drugs could lose their eligibility for financial aid. Further, they could also be denied other federal benefits, disability, retirement, health, welfare, and Social Security. Finally, a record of a felony or conviction in a drug-related crime may prevent a person from entering certain career fields.

Drugs and alcohol are highly addictive and injurious to the person and can cause harmful effects to virtually every aspect of a person's life, i.e., relationships, family, job, school, physical, and emotional health. People who use drugs and alcohol may lose their sense of responsibility, become restless, irritable, paranoid, depressed, inattentive, anxious, or experience sexual indifference, loss of physical coordination and appetite, go into a coma, experience convulsions, or even death.

Persons who use drugs and alcohol face not only health risks, but their ability to function in their personal and professional lives can be impaired as well. Some examples of this are a hangover, or a feeling of being "burnt out", being preoccupied with plans for the next drink, or "high" or slowed reflexes that can be especially dangerous while driving.

There are danger signals that could indicate when someone is in trouble with drugs or alcohol:

- inability to get along with family or friends
- uncharacteristic temper flare-ups
- increased "secret" type behavior
- abrupt changes in mood or attitude
- resistance to discipline at home or school
- getting into a "slump" at work or school
- increased borrowing of money
- a complete set of new friends

We recommend that any person observing any of the above changes in any student of Rasmussen College immediately notify the Academic Dean or Campus Director.

Drug Abuse Policy

Rasmussen College is committed to providing a safe, drug-free environment for its students and employees, based on our concern for the safety, health and welfare of our students and their families, as well as our employees and the community. The organization also wishes to protect its business from unnecessary financial loss due to drug or other intoxicant use among its students and employees.

Consistent with this commitment, Rasmussen College strictly prohibits:

1. The presence of students or employees on campus or off campus at activities sponsored by the College, while under the influence of intoxicants, drugs or any other controlled substances.
2. The use, manufacturing, furnishing, possession, transfer, or trafficking of intoxicants, illegal drugs, or controlled substances in any amount, in any manner, or at any time on Rasmussen College campuses or off campus at activities sponsored and controlled by the College.

Rasmussen College has the right to:

1. Discipline students, including dismissal, for felony convictions regarding illegal use, possession or trafficking of drugs.
2. Take disciplinary action against students who violate this policy. Students may also be suspended pending outcome of an investigation regarding compliance with this policy.

Tobacco Use Policy

Smoking and tobacco use is prohibited at all facilities owned, leased and/or controlled by Rasmussen College, including campuses, office buildings and grounds. This includes, but is not limited to, common work areas, classrooms, labs, elevators, hallways, restrooms, employee lounges, student lounges, library, parking lots, plazas, courtyards, entrance and exit ways, and any other areas of the campus grounds. This policy applies to all faculty, staff, students and visitors.

This policy does not apply to areas of multi-tenant buildings that the proprietor has designated a public area for smoking. Similarly, this policy does not apply to off-site events controlled or sponsored by the College where site management had designated an area for smoking.

For purposes of this policy, "tobacco use" means the personal use or consumption of any tobacco product, whether lit or not, including the use and display of an electronic cigarette or other device intended to simulate smoking. Prohibited tobacco products include smokeless tobacco, snuff, chewing tobacco, smokeless pouches, or any other form of loose-leaf, smokeless tobacco; and the use of unlit cigarettes, cigars, and pipe tobacco. Smoking is defined as inhaling, exhaling, burning or carrying in hand any lit tobacco product, including cigarettes, cigars, pipe tobacco, and any other tobacco products.

Personal possession of tobacco products inside a pocket, handbag or other storage container where the product is not visible is allowed.

Anyone found to be in violation of the Tobacco Use Policy will be subject to discipline in accordance with the applicable conduct and discipline policy. Visitors may be asked to leave the premises.

Weapons Policy

Rasmussen College prohibits the possession of weapons of any kind inside campus buildings. Prohibited items include but are not limited to firearms, BB/pellet guns, slingshots, paint guns, arrows, swords and knives other than cooking utensils and utility/pocket knives with a blade length of 3 inches or less. Prohibited items include weapons that are loaded or unloaded, functioning or non-functioning, and anything that could be perceived as a weapon, including toys and weapons used for decorative, display and/or simulation purposes.

This policy applies to all staff, faculty, students and visitors with the exception of licensed peace officers and law enforcement/security agents as allowed by applicable statute. The approved storage and use of weapons for training purposes as part of a School of Justice Studies program is permitted. This policy includes both campus buildings and offsite events sponsored and controlled by the College including graduation ceremonies, internships, and clinical sites. This policy does not include Rasmussen College parking lots, where weapons are allowed to be stored in private vehicles unless prohibited by a separate parking facility owner or operator. Rasmussen policy defers to agency/site-specific rules regarding School of Justice Studies training facilities.

Family Educational Rights and Privacy Act (FERPA)
Amended 10/01 to include the USA Patriot Act

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 institution receives a request for access. Students should submit to the registrar, business office, or other appropriate official, written requests that identify the record(s) they wish to inspect. The institution 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 educational records that the student believes are inaccurate or misleading. Students may ask the institution to amend a record that they believe is inaccurate or misleading. They should write the Campus Director, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading.

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

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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 consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the institution in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the institution has contracted (such as an attorney, auditor, or collection agent); or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another 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 professional responsibility.

4. The right to disclose – without the written consent or knowledge of the student or parent – personally identifiable information from the student's education records to the Attorney General of the United States or to his/her designee in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes specified in sections 2332b(g)(5)(B) and 2331 of title 18, U.S. Code. In addition, the institution is not required to record the disclosure of such information in the student's file. Further, if the institution has provided this information in good faith in compliance with an ex parte order issued under the amendment it is not liable to any person for the disclosure of this information.

5. The right to disclose – without the written consent or knowledge of the student or parent – information from a student's education records in order to comply with a "lawfully issued subpoena or court order" in three contexts.

a. Grand Jury Subpoenas – The institution may disclose education records to the entity or persons designated in a Federal Grand Jury Subpoena. In addition, the court may order the institution not to disclose to anyone the existence or context of the subpoena or the institution's response.

b. Law Enforcement Subpoenas – The institution may disclose education records to the entity or persons designated in any other subpoena issued for a law enforcement purpose. As with Federal Grand Jury Subpoenas, the issuing court or agency may, for good cause shown, order the institution not to disclose to anyone the existence or contents of the subpoena or the institution's response. Notification requirements nor recordation requirements apply.

c. All Other Subpoenas – The institution may disclose information pursuant to any other court order or lawfully issued subpoena only if the school makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent of student may seek protective action. The institution will record all requests for information from a standard court order or subpoena.

6. The right to disclose – without the written consent or knowledge of the student or parent – information in education records to "appropriate parties in connection with an emergency, if knowledge of the information is necessary to protect the health and safety of the student or other individuals." Imminent danger of student or others must be present.

7. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the College to comply with the requirements of FERPA. Students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the institution 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, SW, Washington, DC, 20202-4605.

Educational Records Definition

A student's education records are defined as files, materials, or documents that contain information directly related to the student and are maintained by the Institution. Access to a student's education records is afforded to school officials who have a legitimate educational interest in the records, such as for purposes of recording grades, attendance, advising, and determining financial aid eligibility.

Directory Information

Directory Information is that information which may be unconditionally released without the consent of the student unless the student has specifically requested that the information not be released. The school requires that such requests be made in writing to the Campus Director within fifteen (15) days after the student starts classes.

Directory Information includes: Student's name, date of birth, address(es); Rasmussen College issued student email address; course of study; extracurricular activities; degrees and/or awards received; last school attended; dean's list or equivalent; attendance status (full-time, part-time) and dates of attendance (the period of time a student attends or attended Rasmussen College not to include specific daily records of attendance).

Students may restrict the release of Directory Information except to school officials with legitimate educational interests and others as outlined above. To do so, a student must make the request in writing to the Business Office. Once filed this becomes a permanent part of the student's record until the student instructs the institution, in writing, to have the request removed.

Grievance Policy

It is the policy of Rasmussen College that students should have an opportunity to present school-related complaints through grievance procedures. The College will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

An appropriate grievance is defined as a student's expressed feeling of dissatisfaction regarding any interpretation or application of school-related policies or the College's personnel. Students should notify the College in a timely fashion of any grievance considered appropriate for handling under this policy. As used in this policy the terms "timely fashion," "reasonable time," and "promptly" will mean ten days.

Students are assured that no adverse action will be taken by the College or any of its representatives for registering a grievance.

Grievance Procedure

In the event an applicant, student, graduate, former student, or other party who has dealings with the College feels his/her rights have been violated, the following procedures should be followed:

1. The individual must first try to resolve the issue with the other member involved.
2. If the matter is not resolved to the person's satisfaction he/she has the option to follow the appropriate steps:
 - a. Requests for further action on educational issues should be made to the Dean. The Dean will investigate the grievance, attempt to resolve it, and issue a decision to the student.
 - b. Students who feel they have an appropriate non-academic grievance should see the Campus Director for their campus. The Campus Director will investigate the grievance, attempt to resolve it, and issue a decision to the student.

c. If the grievance is still not resolved, students should contact the Campus Director for their campus. The Campus Director will review the previous discussions, conduct additional investigation if necessary, attempt to resolve the grievance, and issue a decision to the student.

Students or other interested parties may also contact:

- Commission for Independent Education
Florida Department of Education
325 West Gaines Street, Suite 1414
Tallahassee, Florida 32399
888-224-6684
- Illinois Board of Higher Education
431 East Adams, Second Floor
Springfield, IL 62701
217-782-2551
- Kansas Board of Regents
1000 SW Jackson Street, Suite 520
Topeka, KS 66612
785-296-3421
- Minnesota Office of Higher Education
1450 Energy Park Drive, Suite 350
St. Paul, MN 55108
651-642-0533
- North Dakota University System
State Board of Higher Education
10th Floor, State Capitol
600 East Boulevard Ave, Dept. 215
Bismarck, ND 58505-0230
701-328-2960
- State of Wisconsin Educational Approval Board
201 West Washington Avenue, 3rd Floor
Madison, WI 53703
608-266-1996
- The Higher Learning Commission (ncahc.org), a commission of the North Central Association of Colleges and Schools,
230 South LaSalle Street, Suite 7-500
Chicago, IL 60604
800-621-7440 or 312-263-0456

Appeal Procedure

Rasmussen College recognizes the rights of applicants, students, graduates, former students, and other parties who have dealings with the College as they relate to due process in matters of alleged violation of policies, procedures, and guidelines of the institution. Individuals who feel they have been unjustly treated can request the Campus Director to hear their appeal.

For appeals involving academic issues such as final grades, students must appeal first to their instructor, in writing, to the instructor's "@rasmussen.edu" email (found on the course syllabus) within one week of the start of a subsequent term. If the issue remains unresolved after an appeal to the instructor, who will have one week from the time they are contacted by students to consider any such appeals, students must provide appeal documentation and a written statement to the Dean. The Dean will have one week from the time they are contacted by students to consider any such appeals. If the issue remains unresolved after a thorough investigation of the matter by the Dean and the student wishes to further the appeal, the student must submit a written statement of appeal to the Vice President of Academic Affairs – Learning & Teaching thereafter. Response will be given within 30 days.

If individuals wish to appeal a decision or request a hearing for any other perceived violation of rights, written statements of appeal must be submitted to the Vice President of Student Affairs within 15 calendar days of the issue in question. Response will be given within 30 days.

Arbitration (Not applicable to North Dakota residents)

Any controversy or claim arising out of, or relating to a current or former student's recruitment by, enrollment in, or education at Rasmussen College ("Controversy or Claim"), shall be resolved first in accordance with the procedures in the Grievance Policy published in the then current Rasmussen College catalog. If, following completion of the Grievance Policy procedures, any current or former student (the "Student") or Rasmussen College remains dissatisfied, then the Controversy or Claim, in accordance with the Enrollment Agreement, shall be resolved by binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

Arbitration shall be the sole remedy for resolution of any Controversy or Claim which is not satisfactorily resolved in accordance with the procedures in the Grievance Policy published in the then current Rasmussen College catalog. Unless the Student and Rasmussen College agree otherwise, the arbitration shall take place in Minneapolis, Minnesota, before a single neutral arbitrator. The Federal Arbitration Act shall govern the arbitration to the fullest extent possible, excluding all state arbitration laws. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The arbitrator shall have no authority to award punitive damages, consequential or indirect damages, or other damages not measured by the prevailing party's actual damages. The arbitrator also shall have no authority to award attorney's fees or to collectively arbitrate any Controversy or Claim of or against more than one Student regardless of whether or how many other similarly circumstanced Students there may be. The Student and Rasmussen College shall bear an equal share of the arbitrator's fees and administrative costs of arbitration charged by the American Arbitration Association but otherwise the Student and Rasmussen College shall bear their own costs and expenses of the arbitration, including attorney's fees. Except as may be required by law, no party to the arbitration nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both the Student and Rasmussen College.

Disclosure Policy

Availability of financial information regarding the College may be requested from the Chief Financial Officer.

Rasmussen College is currently authorized or licensed* to operate in: Alabama, Arkansas, Delaware, Florida, Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, North Dakota, Wisconsin, and Wyoming. Rasmussen College will continue to monitor developments in state laws in each state in which it enrolls students and, if authorization or licensure is or becomes necessary, will work to obtain such additional approvals.

*Many states do not require specific authorization or licensure for their residents to enroll in online programs.

Alabama Residents: School of Education

Alabama Students: Contact the Teacher Education and Certificate Division of the Alabama State Department of Education at 334-242-0035 or alsde.edu to verify that these programs qualify for teacher certification, endorsement, and/or salary benefits.

STATE CONTACT INFORMATION FOR STUDENT COMPLAINTS*

ALABAMA

Alabama Commission on Higher Education
P.O. Box 302000
Montgomery, AL 36130
ache.state.al.us/federal-reg.pdf

Alabama Department of Postsecondary Education
P.O. Box 302130
Montgomery, AL 36130
accs.cc/complaintform.aspx

ALASKA

Alaska Commission on Postsecondary Education
PO Box 110505
Juneau, AK 99811
EED.ACPE-IA@alaska.gov
akadvantage.alaska.gov/EDUCATOR-SCHOOL/Postsecondary_Institutions/Consumer_Protection.aspx

ARIZONA

Arizona State Board for Private Postsecondary Education
1400 West Washington Street, Room 260
Phoenix, AZ 85007
azppse.gov/student_info/compliance.asp

ARKANSAS

Arkansas Higher Education Coordinating Board
Arkansas Department of Higher Education
114 East Capitol Ave.
Little Rock, AR 72201
ADHE_Info@adhe.edu
adhe.edu/SiteCollectionDocuments/AcademicAffairsDivision/Delores/APPENDIX%20J%20Student%20Grievance%20complaint%20process%20new.pdf

ACADEMIC INFORMATION AND COLLEGE POLICIES

Arkansas State Board of Private Career Education
501 Woodlane, Suite 312S
Little Rock, AR 72201
sbpcce@arkansas.gov
sbpcce.arkansas.gov/students/
Pages/complaintProcess.aspx

CALIFORNIA

Approved Institutions:
California Bureau of Private Postsecondary Education
P.O. Box 980818, West
Sacramento, CA 95798
bppe@dca.ca.gov
bppe.ca.gov/forms_pubs/complaint.pdf

Exempt Institutions:
Attorney General's Office
California Department of Justice
Attn: Public Inquiry Unit
P.O. Box 9044255
Sacramento, CA 94244
ag.ca.gov/contact/complaint_form.php?cmplt=PL

COLORADO

Colorado Department of Higher Education
1560 Broadway, Suite 1600
Denver, CO 80202
higher.ed.colorado.gov/Academics/Complaints/
default.html
higher.ed.colorado.gov/DPOS/
Students/complaint.html

CONNECTICUT

**Connecticut Office of Financial and Academic
Affairs for Higher Education**
61 Woodland Street
Hartford, CT 06105
860-947-1800,
info@ctdhe.org
Non-degree institutions: ctdhe.org/
POSA/pdf/CP2ComplaintForm.pdf

Connecticut Department of Consumer Protection
165 Capitol Avenue, Room 110
Hartford, CT 06106
trade.practices@ct.gov
ct.gov/dcp/lib/dcp/Consumer_Statement_
CPFR-2.pdf
Consumer Complaint Hotline: 800-842-2649

DELAWARE

Delaware Higher Education Office
Carvel State Office Building, 5th Floor,
820 North French Street
Wilmington, DE 19801
dheo@doe.k12.de.us

Delaware Attorney General
Consumer Protection Wilmington:
820 North French Street 5th floor
Wilmington, DE 19801
consumer.protection@state.de.us

DISTRICT OF COLUMBIA

**District of Columbia Office of the State
Superintendent of Education**
Education Licensure Commission
810 First Street, NE, 9th Floor
Washington, DC 20002
osse.dc.gov/sites/default/files/dc/
sites/osse/publication/attachments/
complaint_form_4_11.pdf

FLORIDA

Florida Commission for Independent Education
325 West Gaines Street, Suite 1414
Tallahassee, FL 32399
fdcoe.org/cie/complaint.asp

GEORGIA

Georgia Nonpublic Postsecondary Education Commission
2082 Easy Exchange Pl. #220
Tucker, GA 30084
rules.sos.state.ga.us/docs/392/5/06.pdf

HAWAII

Hawaii State Board of Education
P.O. Box 2360
Honolulu, HI 96804
ocp@dcca.hawaii.gov
hawaii.gov/dcca/ocp/consumer_complaint

IDAHO

Idaho State Board of Education
Attn: State Coordinator for Private Colleges and
Proprietary Schools
650 West State Street
P.O. Box 83720
Boise, ID 83720-0037

ILLINOIS

Board of Higher Education
Illinois Board of Higher Education
431 East Adams, 2nd Floor
Springfield, IL 62701
info@ibhe.org
Institutional Complaint Hotline: 217-782-2551

INDIANA

Indiana Board for Proprietary Education
Attn: Director of Regulatory Compliance
302 West Washington Street, Room E201
Indianapolis IN 46204
in.gov/che/2744.htm

**Department of Workforce Development, Office of
Career and Technical Schools**
Complaint Adjudicator
DWD/Office of Career and Technical Schools
10 North Senate Avenue, Suite 203
Indianapolis, IN 46204
in.gov/dwd/files/StudenComplaintForm.pdf

IOWA

Iowa Student Aid Commission
603 East 12th Street, 5th Floor
Des Moines, IA 50319
info@iowacollegeaid.gov
apps.iowacollegeaid.gov/marketing/
docs/constituentrequestform.pdf

KANSAS

Kansas Board of Regents
1000 SW Jackson Street, Suite 520
Topeka, KS 66612
kansasregents.org/resources/PDF/524-
ComplaintProcedureandForm.pdf

KENTUCKY

Kentucky Council on Postsecondary Education
1024 Capital Center Dr. #320
Frankfort, KY 40601
sarah.levy@ky.gov

Kentucky Commission on Proprietary Education
911 Leawood Drive
Frankfort, KY 40601
bpe.ky.gov/Applications%20and%20Forms/
Form%20to%20File%20a%20Complaint.pdf

Office of the Attorney General
Capitol Suite 118, 700 Capitol Avenue,
Frankfort, KY 40601
consumer.protection@ag.ky.gov
ag.ky.gov/civil/consumerprotection/complaints/
Lists/consumer_complaint/form.aspx

LOUISIANA

Louisiana Attorney General Office
Consumer Protection Section
P.O. Box 94005
Baton Rouge, LA 70804
ConsumerInfo@ag.state.la.us
1-800-351-4889, 225-326-6465
ag.state.la.us/Complaint.
aspx?articleID=16&catID=15
Secondarily, complaints may also be sent to:
Louisiana Board of Regents
Attn: Nancy Beall or Dr. Larry Trembly
P.O. Box 3677
Baton Rouge, LA 70821
regents.louisiana.gov/assets/docs/
ProprietarySchools/StudentComplaintProcedure.pdf

MAINE

Maine Department of Education
Harry Osgood - Complaints
23 State House Station
Augusta, ME 04333
harry.osgood@maine.gov
Maine Attorney General, Consumer Protection Division
6 State House Station
Augusta, ME 04333
maine.gov/ag/consumer/complaints/
complaint_form.shtml

MARYLAND

Maryland Higher Education Commission
6 North Liberty Street, 10th Floor
Baltimore, MD 21201
410-767-3388
mhhec.state.md.us/higherEd/acadAff/
MHECStudentComplaintProcess.pdf

**Office of the Attorney General, Consumer
Protection Division**
200 St. Paul Place
Baltimore, MD 21202
Consumer Protection Hotline: 410-528-8662
consumer@oag.state.md.us
oag.state.md.us/Consumer/complaint.htm

MASSACHUSETTS

Massachusetts Board of Higher Education
One Ashburton Place
Room 1401
Boston, MA 02108
mass.edu/forstudents/complaints/
complaintprocess.asp

**Massachusetts Division of Professional Licensure,
Office of Private Occupational School Education**
1000 Washington Street
Boston, MA 02118
mass.gov/ocabr/docs/dpl/complaint.pdf

MICHIGAN

**Michigan Department of Licensing and Regulatory
Affairs, Bureau of Commercial Services, Licensing
Division**
Proprietary School Unit Staff
201 North Washington Square
Lansing, MI 48913
michiganps.net/complaint.aspx

MINNESOTA

Minnesota Office of Higher Education
1450 Energy Park Drive, Suite 350
St. Paul, MN 55108
ohc.state.mn.us/mPg.cfm?pageID=1078

MISSISSIPPI

Mississippi Commission on College Accreditation
3825 Ridgewood Road
Jackson, MS 39211-6453
mississippi.edu/mcca/downloads/
studentcomplaintform.pdf

**Mississippi Commission of Proprietary Schools
and College Registration**
3825 Ridgewood Road
Jackson, MS 39211-6453
sbccjcc.ms.us/pdfs/pg/PSCComplaintForm.pdf
**Consumer Protection Division, Office of the
Attorney General**
P.O. Box 22947
Jackson, MS 39225-2947
ago.state.ms.us/index.php/contact (email)
ago.state.ms.us/images/uploads/forms/
MSAGO_Complaint_Form.pdf

MISSOURI

Missouri Department of Higher Education
205 Jefferson Street
P.O. Box 1469
Jefferson City, MO 65102-1469
Phone: (573) 751-2361
http://dhe.mo.gov/

MONTANA

Montana Board of Regents
Office of Commissioner of Higher Education
Montana University System
2500 Broadway Street
P.O. Box 203201
Helena, MT 59620-3201

Montana Office of Consumer Protection
2225 11th Avenue
P.O. Box 200151
Helena, MT 59620-0151
contactocp@mt.gov
doj.mt.gov/wp-content/uploads/2011/05/
complaintform3.pdf

NEBRASKA

**Nebraska Coordinating Commission for
Postsecondary Education**
P.O. Box 95005
Lincoln, NE 68509-5005

**Nebraska Attorney General, Consumer
Protection Division**
2115 State Capitol
Lincoln, NE 68509
ago.state.ne.us/consumer/emailforms/
consumer_complaint.htm
Consumer Protection Hotline: 800-727-6432

**Nebraska Department of Education, Private
Postsecondary Career Schools
Investigations Office**
301 Centennial Mall South
P.O. Box 98987
Lincoln, NE 68509-4987
education.ne.gov/PPCS/PDF%20Folders/PDF%20
Documents/PPCS%20Forms/Complaint-form.pdf

NEVADA

Nevada Commission on Postsecondary Education
3663 East Sunset Road, Suite 202
Las Vegas, NV 89120
pe.state.nv.us/CPE%20Complaint%20Info.htm

NEW HAMPSHIRE

New Hampshire Department of Education
Stephen Berwick, Coordinator, Dispute Resolution,
and Constituent Complaints
101 Pleasant Street
Concord, NH 03301
603-271-2299
stephen.berwick@doe.nh.gov

NEW JERSEY

Secretary of Higher Education
New Jersey Higher Education
P.O. Box 542
Trenton, NJ 08625
nj_che@che.state.nj.us
New Jersey Division of Consumer Affairs
124 Halsey Street
Newark, NJ 07102
nj.gov/oag/ca/complaint/ocp.pdf
**New Jersey Department of Labor
and Workforce Development**
1 John Fitch Plaza, P.O. Box 110
Trenton, NJ 08625
schoolapprovalunit@dol.state.nj.us
lwd.dol.state.nj.us/labor/forms/coei/SAU/
Conflict%20Resolution%20Questionnaire.pdf

NEW MEXICO

New Mexico Higher Education Department
2048 Galisteo Street
Santa Fe, NM 87505
hed.state.nm.us/Complaint_3.aspx

NEW YORK

Office of College and University Evaluation
New York Office of College and University
Evaluation New York State Education Department
5 North Mezzanine, Albany, NY 12234
ocueinfo@mail.nysed.gov
higher.ed.nysed.gov/ocue/spr/COMPLAINT
FORMINFO.html

New York Bureau of Proprietary School Supervision
New York State Education Department
99 Washington Avenue, Room 1613 OCP
Albany, NY 12234
accs.nysed.gov/bpps/students/documents/
ComplaintForm.pdf
accs.nysed.gov/bpps/students/disclos.htm

NORTH CAROLINA

**Board of Governors for the University of North
Carolina**
Postsecondary Education Complaints
c/o Assistant Director of Licensure and
Workforce
University of North Carolina General
Administration
910 Raleigh Road
Chapel Hill, NC 27514
studentcomplaint@northcarolina.edu
ncdoj.gov/getdoc/59be4357-41f3-4377-
b10f-3e8bd532da5f/Complaint-Form.aspx
See also: northcarolina.edu/aa_
planning/licensure/resources.htm
Community College System Office of Proprietary Schools
North Carolina Community College System Office
of Proprietary Schools
200 West Jones St.
Raleigh, NC 27603
nccommunitycolleges.edu/Proprietary_Schools/
docs/PDFFiles/StdtdComplForm.pdf

NORTH DAKOTA

**North Dakota University System,
State Board of Higher Education**
10th Floor, State Capitol
600 East Boulevard Ave, Dept. 215
Bismarck, ND 58505-0230
701-328-2960
ndus.edu/
North Dakota Consumer Protection Division
Office of Attorney General
Parrell Grossman, Director,
Consumer Protection Division
701-328-5570
Gateway Professional Center,
1050 East Interstate Avenue Suite 200
Bismarck, ND 58503
ag.state.nd.us/cpat/PDFFiles/SFN7418.pdf

OHIO

Ohio Board of Regents
30 East Broad Street, 36th Floor
Columbus, OH 43215

ACADEMIC INFORMATION AND COLLEGE POLICIES

Ohio Attorney General, Consumer Protection Section
30 East Broad Street, 14th floor
Columbus, OH 43215
ohioattorneygeneral.gov/consumercomplaint
Ohio State Board of Career Colleges and Schools
30 East Broad Street, Suite 2481
Columbus, OH 43215
scr.ohio.gov/ConsumerInformation/FilingaComplaint.aspx

OKLAHOMA
Oklahoma State Regents for Higher Education
655 Research Parkway, Suite 200
Oklahoma City, OK 73104
Oklahoma Office of the Attorney General, Consumer Protection Unit
Attn: Investigative Analyst
313 NE 21st Street
Oklahoma City, OK 73105
oag.state.ok.us/oagweb.nsf/ccomp.html
Oklahoma State Board of Private Vocational Schools
3700 Classen Boulevard, Suite 250
Oklahoma City, OK 73118

OREGON
Oregon Higher Education Coordinating Commission
1500 Valley River Drive, Suite 100
Eugene, OR 97401
Oregon Attorney General
Financial Fraud/Consumer Protection Section
1162 Court Street NE
Salem, OR 97301
doj.state.or.us/finfraud/pdf/concompform.pdf
Oregon Department of Education, Private Career Schools Office
255 Capitol Street NE
Salem, OR 97310
ode.state.or.us/search/page/?id=325

PENNSYLVANIA
Pennsylvania Department of Education
333 Market Street
Harrisburg, PA 17126
education.state.pa.us/portal/server.pt/community/higher_education/8711/complaint_procedure/1004474
Office of Attorney General, Bureau of Consumer Protection
14th Floor, Strawberry Square
Harrisburg, PA 17120
attorneygeneral.gov/uploadedFiles/Complaints/BCP_Complaint_Form.pdf

PUERTO RICO
Puerto Rico Council on Higher Education
P.O. Box 1900
San Juan, PR 00910
Puerto Rico Department of Justice
P.O. Box 9020192
San Juan, PR 00902

RHODE ISLAND
Rhode Island Board of Governors for Higher Education
Shepard Building, 80 Washington Street
Providence, RI 02903
Rhode Island Department of Attorney General, Consumer Protection Unit
150 South Main Street
Providence, RI 02903
riag.state.ri.us/documents/consumer/ConsumerComplaintForm.pdf
ribghe.org/8a1031912.pdf

SOUTH CAROLINA
South Carolina Commission on Higher Education
1122 Lady Street, Suite 300
Columbia, SC 29201
803-737-3918
che.sc.gov/AcademicAffairs/License/Complaint_procedures_and_form.pdf

SOUTH DAKOTA
South Dakota Secretary of State Jason M. Gant
State Capitol 500 East Capitol Avenue
Pierre, SD 57501
sdsos@state.sd.us
South Dakota Office of Attorney General, Division of Consumer Protection
1302 East Hwy 14 Suite 3
Pierre, SD 57501
atg.sd.gov/Consumers/HandlingComplaints/ConsumerComplaintForm.aspx

TENNESSEE
Tennessee Higher Education Commission
404 James Robertson Parkway, Suite 1900
Nashville, TN 37243
tn.gov/thec/Divisions/LRA/PostsecondaryAuth/Complaint%20Form.rtf

TEXAS
Higher Education Coordinating Board
Texas Higher Education Coordinating Board
1200 East Anderson Lane
Austin, TX 78752
Office of the Attorney General Consumer Protection Division
PO Box 12548
Austin, TX 78711
oag.state.tx.us/consumer/complaintform.pdf
Texas Workforce Commission
Career Schools and Colleges - Room 226-T
101 East 15th Street
Austin, TX 78778
twc.state.tx.us/svcs/propschools/ps401a.pdf
Additional complaint information is available at twc.state.tx.us/svcs/propschools/problem-school.html

UTAH
Utah Division of Consumer Protection
160 East 300 South
Salt Lake City, UT 84111
consumerprotection@utah.gov
<http://consumerprotection.utah.gov/complaints/index.html>

VERMONT
Vermont Department of Education, State Board of Education
120 State Street
Montpelier, VT 05620
education.vermont.gov/new/pdffdoc/pgm_postsecondary/EDU-Complaint_Resolution_Statement_for_Postsecondary_Education_Matters.pdf
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609

VIRGINIA
State Council of Higher Education for Virginia
101 North 14th Street, James Monroe Building
Richmond, VA 23219
communications@schv.edu
schv.edu/students/studentcomplaint.asp
WASHINGTON
Washington Student Achievement Council
917 Lakeridge Way, P.O. Box 43430
Olympia, WA 98504
dainfo@wsac.wa.gov
wsac.wa.gov/ConsumerProtection

Washington Workforce Training and Education Coordinating Board
128 10th Avenue SW
PO Box 43105
Olympia, WA 98504
workforce@wtb.wa.gov
wtb.wa.gov/PCS_Complaints.asp (instructions)

WEST VIRGINIA
West Virginia Higher Education Policy Commission
1018 Kanawha Blvd East, Suite 700
Charleston, WV 25301

West Virginia Office of the Attorney General Consumer Protection Division
P.O. Box 1789
Charleston, WV 25326
wvago.gov/pdf/general-consumer-complaint-form.pdf
Community and Technical College System of West Virginia
1018 Kanawha Blvd. East, Suite 700
Charleston, WV 25301

WISCONSIN
Wisconsin Educational Approval Board
201 West Washington Avenue, 3rd Floor
P.O. Box 8696
Madison, WI 53708
eabmail@eab.wisconsin.gov
eab.state.wi.us/resources/complaint.asp

WYOMING
Wyoming Department of Education
2300 Capitol Avenue, Hathaway Building, 2nd Floor
Cheyenne, WY 82002
Attorney General's Office
123 Capitol Building, 200 West 24th Street
Cheyenne, WY 82002

*This list includes contact information for all 50 states, the District of Columbia, and Puerto Rico and should not be construed as informative of what agencies regulate the institution or in what states the institution is licensed or required to be licensed. States, through the relevant agencies or Attorney Generals Offices, will accept complaints regardless of whether an institution is required to be licensed in that state.

CONSORTIUM AGREEMENT

Consortium Agreement
Rasmussen College has signed consortium agreements among all Rasmussen College campuses. Course requirements for programs may be completed at any of the campus locations, as the schools have common ownership and common courses, and students will have the flexibility to take courses from all locations as they choose. Students who attend a class at a location other than their home campus (primary attendance location) will have their total tuition and fees charged by their home campus. All financial aid will be awarded and disbursed from the home campus. The home campus monitors satisfactory progress.

A copy of the consortium agreement is kept on file at each campus. Students have the right to review and acknowledge the agreement prior to taking courses at other campuses.

REFUNDS

Florida and Kansas Cancellation, Termination, Refund Policy

If a student is cancelled or terminated, for whatever reason, the following apply:

- Each student will be notified of acceptance/rejection in writing. In the event a student is rejected, all tuition, fees and other charges will be refunded. A student in any term who withdraws from the College must give written notice to the College. Date of withdrawal is the last day of recorded attendance.
- The College will acknowledge in writing any notice of cancellation within 10 business days after the receipt of request and will refund the amount due within 30 business days. Written notice of cancellation shall take place on the date the letter of cancellation is postmarked, or in the cases where the notice is hand carried, it shall occur on the date the notice is delivered to the College.
- Notwithstanding anything to the contrary, if a student gives written notice of cancellation following written acceptance by the College and prior to the start of the period of instruction for which he/she has been charged ("Period of Instruction"), all tuition and fees paid will be refunded. If any books and supplies provided by the College are not returned unused and in a condition such that they can be returned to the supplier, the student will be assessed a fee of \$150 per course for these books and supplies. All prepaid tuition is refundable.
- If a student has been accepted by the College and gives written notice of cancellation or termination after the start of the Period of Instruction for which they have been charged, but before completion of 60% of the Period of Instruction, the amount charged for tuition, fees, and all other charges for the completed portion of the Period of Instruction shall not exceed the pro rata portion of the total charges for tuition, fees, and all other charges that the length of the completed portion of the Period of Instruction bears to its total length. After the completion of 60% of the Period of Instruction, no refund will be made.
- Student refunds are made within 45 days of the date of determination of withdrawal if the student does not officially withdraw.
- The refund policy is not linked to compliance with the College's regulations or rules of conduct.
- Any promissory note instrument received as payment of tuition or other charge will not be negotiated prior to completion of 50% of the course.

Cancellation, Termination, Refund Policy (Alabama Resident Students Only)

Students may cancel enrollment at any time, complying with the notification procedures established by the school. Refunds of unearned prepaid tuition, fees and other charges shall be made in the following manner within thirty (30) days of termination:

- If cancellation occurs within seventy-two (72) hours of enrollment date, all money paid by the prospective student shall be refunded.
- If cancellation occurs after seventy-two (72) hours of enrollment date, but before classes begin or correspondence materials are delivered, a refund shall be made of all money paid, except the registration fee.
- If cancellation occurs after classes begin or after shipment of correspondence materials, a pro rated refund will be made of all unearned prepaid tuition, fees, and charges for books and supplies not issued to the student. Once books and supplies are issued and received by students, these become the property of students and refunds may be made only at the discretion of the private school.
- A full refund is due students whose contracted educational services are denied by the school as a result of economic or academic fraud as defined in the Code of Alabama §16-46-1(7) and (8) (1975).

Refund Policy for Iowa Residents:

- In accordance with Iowa code 714.23, students who are residents of the state of Iowa shall receive a pro rata refund of tuition charges if they withdraw from an educational program at Rasmussen College, calculated as follows: Not less than ninety percent of the amount of tuition charged to the student, multiplied by the ratio of the number of calendar days remaining in SIXTY PERCENT OF the school period until the date equivalent to the completion of sixty percent of the calendar days in the school period to the total number of calendar days in the school period until the date equivalent to the completion of sixty percent of the calendar days in the school period.
- Notwithstanding the paragraph above, the following tuition refund policy shall apply:
If a terminating student has completed sixty percent or more of a school period, no tuition refund will be granted. However, if, at any time, a student terminates a program due to the student's physical incapacity or, for a program that requires the student to attend physical classroom instruction due to the transfer of the student's spouse's employment to another city, the terminating student shall receive a refund of tuition charges in an amount that equals the amount of tuition charged to the student multiplied by the ratio of the remaining number of calendar days in the school period to the total number of calendar days in the school period.
- Notwithstanding the two paragraphs above, this portion of the policy applies if and when the Rasmussen College cohort default rate for students under the Stafford loan program as reported by the US Department of Education for the most recent federal fiscal year is more than 110% of the national average rate of all schools, or six percent, whichever is higher. In this case a terminating student shall receive a refund of tuition charges in an amount that is not less than ninety percent of the amount of tuition charged to the student multiplied by the ratio of the remaining number of calendar days in the school period to the total number of calendar days in the school period.
- Tuition refunds shall be provided to the student within forty-five days following the date of the determination that a student has terminated enrollment. No specific fee or penalty for termination will be charged, other than a reduction in tuition as specified above.
- In compliance with Iowa Code 714.23, the \$150.00 course resources fee will be refunded for students who are residents of the state of Iowa.

ACADEMIC INFORMATION AND COLLEGE POLICIES

Return of Title IV Funds Policy

If a student withdraws or is expelled, they need to visit with the Campus Director or Dean to complete the Rasmussen College Notice of Change in Student Status form, which will begin the withdrawal process. Students are allowed to convey their withdrawal verbally or in writing to the Campus Director or Dean.

Rasmussen College uses the state-mandated refund policy to determine the amount of institutional charges it can retain. The federal formula dictates the amount of Federal Title IV aid that must be returned to the federal government by the school and the student. The federal formula requires a Return of Title IV aid if the student received federal financial assistance in the form of a Federal Pell Grant, Federal SEOG, Federal Direct Student Loan, or Federal PLUS Loan and withdrew on or before completing 60% of the quarter.

The percentage of Title IV aid to be returned is determined by dividing the number of calendar days remaining in the quarter by the number of total calendar days in the quarter. Scheduled breaks of five or more consecutive days are excluded. If funds are released to a student because of a credit balance on the student's account, the student may be required to repay some of the federal grants if they withdraw.

The federal return of Title IV funds formula calls for a second calculation, similar to the one outlined above, where the school determines the percentage and amount of tuition which was unearned. The school compares the unearned tuition with the unearned Title IV aid, and returns the lesser of these two amounts.

A student withdrawing from school may be eligible for post-withdrawal disbursements according to federal regulations.

A post-withdrawal disbursement occurs when a student who withdraws earned more aid than had been disbursed prior to the withdrawal. Postwithdrawal disbursements are made first from available grant funds before available loan funds and must be done within 45 days of the school's determination that the student withdrew.

In addition, loan post-withdrawal disbursements must be done within 180 days of the school's determination that the student withdrew. Rasmussen College credits the student's account for any outstanding current period charges. If there is any remaining post-withdrawal disbursement to be made to the student, an offer is made to the withdrawn student in writing (letter sent to student) within 30 days of the school's determination that the student withdrew.

The letter explains the type and amount of fund available and explains to the student the option to accept or decline all or part of the monies. A 14-day response time is given to the student for their decision.

If no response is received within the 14 days, the remaining post-withdrawal disbursement is cancelled.

Federal regulations dictate the specific order in which funds must be repaid to the Title IV programs by both the school and the student, if applicable. Rasmussen College follows this mandate by refunding monies in the following sequence:

Unsubsidized Stafford Loans, Subsidized Stafford Loans, and PLUS Loans, Pell Grant, FSEOG, and then other Title IV programs. Rasmussen College uses the software and printed worksheets provided by the U.S. Department of Education to document the Return of Title IV Funds Calculation along with the Post-Withdrawal Disbursement Tracking Sheet.

Extended Quarter Break Stop Out Policy

Rasmussen College encourages students to remain continuously enrolled in their program through to graduation. Rasmussen College recognizes that on occasion a student may experience an extraordinary personal situation for which the student may need an extended break between quarters. A student with an extenuating circumstance may apply for the Extended Quarter Break Stop Out. Students who are enrolled and meeting the standards of Satisfactory Academic Progress at the end of one term may apply for an extended break for the following term. The student must successfully complete the term immediately prior to the Stop Out term.

The student must commit to returning on the mid-quarter start (week 6) of the subsequent quarter or the student will be withdrawn from Rasmussen College. The student must meet with his or her Student Advisor in order to obtain a Stop Out Request Form. The Student Advisor will provide the student with the necessary information to make an informed decision. Stop Out Request Forms must be signed prior to the first day of quarter for which the Stop Out is being requested. Students will remain continuously enrolled and will not be eligible to receive financial aid at any other institution during this break. Students who are approved to take a Stop Out are eligible to receive aid only on the mid-start courses of the term the student returns. A Stop Out is not permitted in consecutive terms.

Military Leave and Refund

Rasmussen College supports its students who are also members of the armed forces. Military service members who are given official orders to deploy for state or federal needs, as well as their spouses, who cannot complete the academic quarter due to the deployment may withdraw without penalty from any or all classes in which they are enrolled, even if the established deadline for withdrawal has passed. These students are entitled to a full refund of tuition and mandatory fees for the term, subject to applicable laws governing federal or state financial aid programs and allocation or refund as required under those programs. The student will receive a grade of WX. Any tuition refund will be calculated according to federal guidelines, and any remaining balance will be returned in accordance with the student's Excess Funds Form (completed upon enrollment). Students in good standing who withdraw under this policy may be readmitted and re-enroll under the catalog that is current at the time of re-enrollment, without penalty or redetermination of admission eligibility, within one year following their release from active military service. Programs with specialized admissions requirements are excluded from this policy; students must meet those additional requirements at the time of re-enrollment.

Medical Leave of Absence and**Medical Withdrawal Policy**

Medical Leave: Each leave will be for one quarter and can be extended through the following quarter. No leave may extend for more than two consecutive quarters, although there is no limit to the total number of quarters that a student may accumulate.

Medical leave is intended for students who need to take time away from Rasmussen College for health reasons.

Medical Withdrawals may be one of the following:

1. Medical Withdrawal: intended for students who do not plan to return to Rasmussen College.
2. Involuntary Medical Withdrawal: Initiated by campus Administration for students who are suspended or are dismissed due to conduct policy violations, or who pose a direct threat to themselves or others.

Students are treated as a drop/withdrawal for Financial Aid purposes and may end up owing a tuition balance. Students should see the Student Financial Services Office to determine the impact of a Medical Leave or Withdrawal.

Applying for a Leave or Withdrawal:

To apply for a Medical Leave or Medical Withdrawal the student must obtain the application form from the Campus Accommodations Coordinator, have it signed by the appropriate person(s) and return the completed form to the Campus Accommodations Coordinator.

When a Student Wants to Return After a Medical Leave of Absence

To return from Medical Leave, the student must contact the Campus Accommodations Coordinator prior to the first day of classes to complete a re-admission application. Additionally, the Campus Accommodations Coordinator must receive a letter from the student's professional therapist and/or physician stating the student's medical situation and that the professional therapist/physician believes the student is able to return to Rasmussen College.

Policy Regarding Grades in the Event of a Medical Leave of Absence or Medical Withdrawal

1. If the student takes Medical Leave or a Medical Withdrawal on or before the close of the drop/add period the course(s) will be dropped without being recorded on the student's transcript and tuition will not be charged.
2. A grade of "WX" will be recorded for each course for which a student was registered if the student takes Medical Leave or Medical Withdrawal from the College at any time following the first week of the quarter.

NOTE: Official transcripts will not be released by Rasmussen College until all outstanding financial obligations have been met.

The usual rules for transferring credit to Rasmussen College for courses taken elsewhere while on leave will apply to any academic work done by the student while on Medical Leave or while on Medical Withdrawal from the College.

All academic probations, warnings and dismissals take precedence over any Medical Leaves or Medical Withdrawals. If a student is already on probation or is placed on probation while on leave, the conditions of his or her probation are continued to the quarter in which he or she returns to the College.

Involuntary Medical Withdrawal Appeal Process

A student who is placed on an Involuntary Medical Withdrawal may appeal the decision to the College President within three (3) business days (excluding weekends and federal and state holidays) of the decision. The appeal should be made in writing and should set forth the basis for the appeal. The College President (or their designee) has three (3) business days from receipt of the appeal (excluding weekends and federal and state holidays) to affirm or reverse the decision, which is then considered final.

The College President (or their designee) may extend the time limits set forth above as necessary. While the appeal is pending, the original decision of Campus Administration will stand.

When a Student Wants to Return After an Involuntary Medical Withdrawal

Re-enrollment will require a completed re-admission application from the student along with a letter from the student's professional therapist and/or physician stating the student's medical situation and that the professional therapist/physician believes the student is able to return to Rasmussen College.

Students must be cleared by all of the following once the re-admission application is received: Dean, Student Financial Services Office and Campus Director.

Federal Distribution of Funds Policy

Once the refund liability for a particular student has been determined, the federal portion of the refund shall be distributed back to the various programs in the following manner:

- All refund monies shall first be applied to reduce the student's Federal Direct Unsubsidized Stafford, Federal Direct Subsidized Stafford, and Federal Direct PLUS loans received on behalf of the student.
- Any remaining refund monies will then be applied to reduce the student's Federal Pell Grant award.
- Any remaining refund monies will then be applied to reduce the student's Federal SEOG award.
- Other Federal SFA Programs authorized by Title IV Higher Education Act.

Non Federal Refund Distribution Policy For Florida Campuses

If the disbursement is made of the Florida State Assistance Grant (FSAG) while the student is enrolled, no refund will be due. If the disbursement is made while the student is no longer in attendance, a full refund to the FSAG program is due. A student must be attempting a minimum of six credits per quarter to be eligible to receive Bright Futures scholarship funding. If a student receiving Bright Futures scholarship funds withdraws from course(s) after the drop/add period, the student will be required to repay the institution for the amount of the scholarship for those course(s) withdrawn from.

For Minnesota Campuses

Refunds for state aid programs are calculated on a proportional basis. To calculate the minimum refund due to the Minnesota State Grant Program, the SELF Loan Program, and other Minnesota State Aid Programs (with the exception of the State Work Study Program), the following formula is used:

Amount of funds (financial aid and cash) applied to institutional charges (including post-withdrawal disbursements of Title IV aid applied to institutional charges) less:

Amount of institutional charges that the school can retain per our state mandated refund policy less:

Amount of Institutional Share of the Title IV Refund =

Remaining refund due to the State Aid Programs

Ratios are then determined for each of the State Financial Aid Programs as part of the total Non-Title IV financial aid disbursed to the student (for the period during which the student withdrew).

These ratios are then multiplied against the remaining refund due to the State Aid Programs to determine the proportional minimum refund due to both the State Grant and SELF Programs. If the student received funds from other State Aid Programs, those refunds would be calculated in the same manner.

Note that for purposes of calculating institutional charges in the State Refund Calculation, the definition for Title IV programs is used.

- Any remaining refund monies will then be applied to reduce the student's Minnesota State Grant award and/or Minnesota SELF Loan.
- Any remaining refund monies will then be applied to any other sources.

For North Dakota Campuses

If the disbursement is made of the North Dakota State Grant while the student is enrolled full-time, no refund is due. If the disbursement is made while the student is no longer in attendance, a full refund to the North Dakota State Grant program is due.

For Illinois, Kansas and Wisconsin Campuses Please note that Illinois, Kansas, and Wisconsin do not have state grant programs, so the Non-Federal Refund Distribution Policy does not apply to students attending campuses in Illinois, Kansas, or Wisconsin.

Veterans Refund

In the event a veteran discontinues training for any reason, any supplies or textbooks issued to and paid for by the veteran become the property of the veteran. Electronic resources, access to which the veteran paid for as part of the course resource fee, shall remain accessible to the veteran as long as the license provided by the publisher/content owner allows. Licenses for electronic resources, which are utilized in most courses at Rasmussen College, are typically active for a length of 180 days to two years, dependent on the publisher. The remaining amount of the prepaid tuition will be refunded on a prorated basis computed to the date of discontinuance of training.

CAMPUS SECURITY
CRIME STATISTICS**Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act**

Rasmussen College provides prospective and enrolled students and employees with its current Crime Awareness and Campus Security Act statistics. This policy contains information pertaining to the reporting procedure of criminal activities, security and access to campus facilities, campus law enforcement and criminal offenses reported to the campus or local police. As part of our campus crime prevention plan, Rasmussen College provides training in the prevention of crime, sexual harassment/violence and alcohol/drug abuse.

ACADEMIC INFORMATION AND COLLEGE POLICIES

ACCREDITATION, LICENSING, APPROVALS AND OWNERSHIP

Accreditation

Rasmussen College is accredited by the Higher Learning Commission and a member of the North Central Association
230 South LaSalle Street, Suite 7-500
Chicago, IL 60604
800-621-7440 or 312-263-0456

The Health Information Technician Associate Degree Program offered at the Brooklyn Park/Maple Grove, Bloomington, Eagan, Lake Elmo/Woodbury, Mankato, and St. Cloud Campuses in Minnesota
– the Aurora/Naperville and Rockford Campuses in Illinois
– the Green Bay Campus in Wisconsin – and the Rasmussen College Online Program is accredited by the Commission on Accreditation for Health Informatics and Information Management Education (CAHIM).

- Commission on Accreditation for Health Informatics and Information Management Education
233 North Michigan Avenue, 21st Floor
Chicago, IL 60601
312-233-1100

The Health Information Management BS Degree program is in Candidacy Status, pending accreditation review by the Commission on Accreditation for Health Informatics and Information Management Education (CAHIM).

The Medical Assisting Diploma program at the Green Bay, Lake Elmo/Woodbury, and Moorhead campuses is accredited by the Commission on Accreditation of Allied Health Education Programs (caahp.org) upon the recommendation of the Medical Assisting Education Review Board (MAERB).

- Commission on Accreditation of Allied Health Education Programs
1361 Park Street
Clearwater, FL 33756
727-210-2350

The Medical Assisting Diploma programs at the Bismarck campus in North Dakota, Aurora/Naperville, Mokena/Tinley Park, Rockford, and Romeoville/Joliet campuses in Illinois; the Fort Myers, Ocala, New Port Richey/West Pasco and Tampa/Brandon campuses in Florida; the Appleton and Wausau campuses in Wisconsin; and the Blaine, Bloomington, Brooklyn Park/Maple Grove, Eagan, Mankato, and St. Cloud campuses in Minnesota are accredited by the Accrediting Bureau of Health Education Schools (ABHES).

- Accrediting Bureau of Health Education Schools
7777 Leesburg Pike, Suite 314
North Falls Church, VA 22043
703-917-9503

The Surgical Technologist AAS program at the Brooklyn Park/Maple Grove, Moorhead, and St. Cloud campuses is accredited by the Commission on Accreditation of Allied Health Education Programs (caahp.org), upon the recommendation of the Accreditation Review Council on Education in Surgical Technology and Surgical Assisting (ARC/STSA).

- Commission on Accreditation of Allied Health Education Programs (CAAHEP)
1361 Park Street
Clearwater, FL
727-210-2350
caahp.org

The Medical Laboratory Technician program at the Green Bay, Lake Elmo/Woodbury, Mankato, Moorhead, and St. Cloud campuses is accredited by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS), 5600 North River Road, Rosemont, IL, 60018. 713-714-8880.



- National Accrediting Agency for Clinical Laboratory Sciences
5600 North River Road
Rosemont, IL 60018
Phone: 773-714-8880
Fax: 773-714-8886

The Associate Degree Nursing program at Rasmussen College-Ocala School of Nursing is accredited by the Accreditation Commission of Education in Nursing (ACEN), 3343 Peachtree Road NE, Suite 850, Atlanta, GA 30326; (404) 975-5000. www.acenursing.org

The Nursing BS Degree (RN to BSN program) at Rasmussen College is a new applicant pursuing initial accreditation by the Commission on Collegiate Nursing Education, One Dupont Circle, NW, Suite 530, Washington, DC 20036; (202) 887-6791. New applicant status is neither a status of accreditation nor a guarantee that accreditation will be granted. Programs or campuses not listed above are not programmatically accredited.

Licenses, Authorizations, Certifications, Approvals, and Registrations

The Arkansas Higher Education Coordinating Board has certified Rasmussen College to offer the following degree programs by distance technology to Arkansas residents: Accounting B.S., Business Management B.S., Early Childhood Education Leadership B.S., Marketing B.S., Finance B.S., Healthcare Management B.S., Human Resources and Organizational Leadership B.S., Health Information Management B.S., Criminal Justice B.S., Nursing B.S. (RN to BSN), Cyber Security B.S., Information Technology Management B.S., Accounting A.A.S., Business Management A.A.S., Early Childhood Education A.A.S., Health Information Technician A.A.S., Medical Administration A.A.S., Criminal Justice A.A.S., Human Services A.A.S., Paralegal A.A.S., and Information Systems Management A.A.S. Arkansas Higher Education Coordinating Board certification does not constitute an endorsement of any institution or program. Such certification merely indicates that certain criteria have been met as required under the rules and regulations implementing institutional and program certification as defined in Arkansas Code 6-61-301.

Rasmussen College is licensed by the Commission for Independent Education, Florida Department of Education. Additional information regarding this institution may be obtained by contacting the Commission at:

- Commission for Independent Education
Florida Department of Education
325 West Gaines Street, Suite 1414
Tallahassee, FL 32399
888-224-6684

Rasmussen College is licensed as a private career school with the Illinois Board of Higher Education. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions. The education programs may not meet the needs of every student or employer.

- Illinois Board of Higher Education
431 East Adams, 2nd Floor
Springfield, Illinois 62701
Phone: 217-782-2551

- Illinois Department of Financial and Professional Regulation
Division of Professional Regulation
100 West Randolph, 9th Floor
Chicago, IL 60601

This institution is authorized by:

- The Indiana Board for Proprietary Education
101 W. Ohio St., Suite 670
Indianapolis, IN 46204-1984

Rasmussen College is registered with the Iowa College Student Aid Commission.

- Iowa College Student Aid Commission
603 East 12th Street, 5th Floor
Des Moines, IA 50319
877-272-4456

Rasmussen College is approved by the Kansas Board of Regents:

- Kansas Board of Regents
1000 SW Jackson Street, Suite 520
Topeka, KS 66612
785-296-3421

Rasmussen College is registered as a private institution with the Minnesota Office of Higher Education pursuant to sections 136A.61 to 136A.71. Registration is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions.

- Minnesota Office of Higher Education
1450 Energy Park Drive, Suite 350
St. Paul, MN 55108
651-642-0533

Rasmussen College is authorized by the State Board of Higher Education of the North Dakota University System. Authorization is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions.

- North Dakota University System
State Board of Higher Education
10th Floor, State Capitol
600 East Boulevard Ave, Dept. 215
Bismarck, ND 58505-0230
701-328-2960

Rasmussen College is licensed as a private career school with the State of Wisconsin Educational Approval Board. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions. The education programs may not meet the needs of every student or employer.

- State of Wisconsin Educational Approval Board
201 West Washington Ave., 3rd Floor
Madison, WI 53703
608-266-1996

The State of Wisconsin Educational Approval Board has approved all of Rasmussen College's programs except the Law Enforcement AAS degree and certificates.

- Wisconsin Department of Regulation & Licensing
P.O. Box 8935
Madison, WI 53708
608-266-2112

Approved For:

- Veterans' benefits for all National Online students are certified through Bloomington, MN
- Veterans' benefits by the State Approving Agencies in Florida, Illinois, Minnesota, North Dakota, and Wisconsin
- Florida Board of Nursing
- Illinois Board of Nursing
- Minnesota Board of Nursing
- Wisconsin Board of Nursing

Statement of Ownership

Rasmussen College, Inc. is a private corporation under the laws of the State of Delaware. Rasmussen, Inc. is the parent company of Rasmussen College, Inc., with campuses located in the States of Florida, Illinois, Kansas, Minnesota, North Dakota, and Wisconsin.

Corporate Officers:

- Robert E. King, Executive Chairman
- Thomas M. Slagle, President

Limitations

This catalog was prepared using information current at the time of publishing, however all information contained herein is subject to change without notice at the discretion of the College. This includes but is not limited to the following: admission and graduation requirements, academic calendar, course descriptions and content, courses offered, online courses and programs, and statement of tuition and fees. For current calendars, students should refer to a copy of the schedule of classes for the term in which they enroll. The courses listed in this catalog are intended as a general indication of Rasmussen College's curricula. Courses and programs are subject to modification at any time. Not all courses are offered every term and the faculty teaching a particular course or program may vary. Students who maintain continuous enrollment will be able to complete their program at Rasmussen College even if the program is discontinued. Rasmussen College reserves the right to cancel any class because of under-enrollment or non-availability of selected faculty and to add or to delete certain courses, programs, or areas of study, to make faculty changes, and to modify tuition charges, interest charges, fees, and the course resource fee.

Many employers, certification boards, and licensing organizations require criminal background checks. Therefore, prior criminal convictions may impair one's eligibility to sit for these exams or to secure employment in one's chosen career field.

Pharmacy Technician students convicted of non-drug-related felonies may not be eligible to sit for the Pharmacy Technician Certification Board (PTCB) exam. Pharmacy Technician students convicted of drug- or pharmacy-related felonies ARE NOT eligible to sit for the PTCB exam.

Students seeking licensing as professional peace officers in Minnesota must complete the required Law Enforcement coursework at Rasmussen College or transfer in the equivalent. In addition, these students must complete an officially recognized first aid course in First Responder, Emergency Medical Technician, or Emergency Response, and to complete practical/"skills" coursework meeting POST objectives, to be eligible to sit for the Peace Officer Standards and Training (POST) licensing exam. Students must provide Rasmussen College with a copy of their required first aid certification (such as a copy of their first responder card) for inclusion in the student's file at Rasmussen College. Some skills training providers may require additional academic coursework. Skills training cannot be completed online.

Rasmussen College reserves the right to deny admission to applicants whose total credentials reflect an inability to assume the obligations of performance and behavior deemed essential by Rasmussen College and relevant to any of its lawful missions, process, and functions as an educational institution and business.

The administration of Rasmussen College reserves the right to address any issue in this catalog or its operations regarding its meaning.

ACADEMIC INFORMATION AND COLLEGE POLICIES

TUITION

Pricing will be effective for new students as of July 2014			Part Time	Full Time
All Programs:	<ul style="list-style-type: none">School of BusinessSchool of EducationSchool of Justice Studies	<ul style="list-style-type: none">School of DesignSchool of Health SciencesSchool of Technology	\$310 per credit	\$299 per credit
School of Nursing:	<ul style="list-style-type: none">Professional NursingPractical Nursing DiplomaRN to BSN		<ul style="list-style-type: none">\$395 per credit\$325 per credit\$310 per credit	<ul style="list-style-type: none">\$395 per credit\$325 per credit\$299 per credit

- Full-time students are defined as taking 12 or more credits per quarter. Students taking less than 12 credits are part-time students. For tuition purposes only, students taking 8 or more credits during the Mid Quarter term are considered full time.
- There is a required course resources fee of \$150 per course. Courses with course numbers ending with “L” or “LL” will not be charged a course resources fee.
- FAST TRACK: Students taking sixteen (16) or more credits shall only be charged for sixteen (16) credits and will be assessed an additional course resources fee of \$150 for every course over four courses.
- Tuition rate is locked in for continuously enrolled students. A change in the number of credits taken during enrollment in any quarter may lead to different prices if a student moves from part-time to full-time or vice versa.
- Individual Progress students will be charged at the School of Business rate, plus a \$150 course resources fee for each class.
- Audit Students who elect to take courses without earning college credit are charged \$275 per credit hour plus a \$150 course resources fee for each course. Students who wish to convert the Audit grade to a letter grade will be charged an additional fee of \$75 per credit hour.
- No additional discount or reduction can be applied to full-time tuition rates with the exception of the School of Nursing, whose students remain eligible for corporate partner discounts, military member/family discounts and articulation discounts.

Course Resources Fee

Rasmussen College has one simple course resources fee, charged for all courses. This fee makes the cost of course resources predictable each quarter. Only one course resources fee will be applied for courses with a common course number split between lecture, lab and clinical components. The course resources fee includes, but is not limited to (where applicable for specific programs):

- Rental of eBooks for use during the course for the time period prescribed by the course materials vendor(s)
- Physical and electronic library resources (reference services, books, eBooks, databases, guides, interlibrary loan, etc.)
- Peer, faculty and expert tutoring with 24/7 math support and question response as well as lab paper review
- Technology tools and online course systems
- The Student Portal
- The Personal Support Center Help Desk
- Tactical facilities and services required for the criminal justice program
- Licensed materials and videos
- Reimbursement for student exam certifications and certain exam review programs
- Some (not all) background checks and immunizations
- Uniforms and other supplies for the medical and criminal justice programs used while in class
- Access to online career resources such as Optimal Resume and Job Connect

For information on our graduation rates, median graduate debt levels, and other student investment disclosure information, visit rasmussen.edu/SID.

**South University,
Savannah Campus,
Excerpt of Student Handbook 2015-2016**

Available at

<https://www.southuniversity.edu/documents/sav-student-handbook.pdf>



Savannah Campus

Student Handbook 2015-2016

709 Mall Boulevard, Savannah, Georgia 31406

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Non-Discrimination Policy

South University, Savannah does not discriminate or harass on the basis of race, color, national origin, sex, gender, sexual orientation, gender identity or expression, disability, age, religion, veteran's status, genetic marker, or any other characteristic protected by state, local or federal law, in our programs and activities. South University, Savannah provides reasonable accommodations to qualified individuals with disabilities. South University, Savannah will not retaliate against persons bringing forward allegations of harassment or discrimination. The Dean of Student Affairs, 912-201-8079, office #218, has been designated to handle inquiries and coordinate the institution's compliance efforts regarding the Non-Discrimination policy.

No Harassment Policy

South University is committed to providing workplaces and learning environments that are free from harassment on the basis of any protected classification including, but not limited to race, sex, gender, color, religion, sexual orientation, gender identity or expression, age, national origin, disability, medical condition, marital status, veteran status, genetic marker or on any other basis protected by law. Such conduct is unprofessional, unproductive, illegal, and generally considered bad for business. Consequently, all conduct of this nature is expressly prohibited, regardless of whether it violates any law. (Please note that sexual harassment is more thoroughly addressed in the Sexual Misconduct & Relationship Violence Policy, page 40.)

Grievances, Complaints, and Disputes

General Complaint Procedures

If you have a complaint or problem you are encouraged to follow this procedure:

1. You should discuss complaints with the individual(s) within the appropriate department. Initial discussion should be with the person most knowledgeable of the issues involved or with immediate decision-making responsibility.
2. If you feel that the complaint has not been fully addressed, a written account should be submitted to the Dean of Student Affairs if related to non-academic issues or to the Dean of Academic Affairs for academic issues. The written account should indicate your name, phone number, and ID and discuss the steps you have taken to remedy the situation.
3. The appropriate South University staff member or department will be notified of the complaint. A follow-up meeting with you and the Dean of Student Affairs and/or Dean of Academic Affairs will be held within ten school days of the date of the written complaint in an effort to resolve the issue.
4. If you are not satisfied with the results, you may file an appeal with the President's Office. The appeal should be in writing and contain your name and phone number. You should summarize the steps you have

taken to remedy the situation and indicate why the results are not satisfactory. You will hear the results of the appeal within ten class days from the date the appeal is received.

5. If you follow this complaint procedure and still feel dissatisfied with the results you may send a written copy of the complaint to:

Savannah, Georgia Campus (Online)
Georgia Nonpublic Postsecondary
Education Commission
2082 East Exchange Place, Suite 220
Tucker, Georgia 30084-5305
770-414-3300 770-414-3309 (FAX)

or you may contact :

Southern Association of Colleges and Schools Commission on Colleges
1866 Southern Lane
Decatur, GA 30033
Phone: 404-679-4500

Texas Higher Education Coordinating Board
1200 E. Anderson Lane,
Austin, TX 78752
512-427-6101

Alabama Students

Consumer Protection Section
Office of the Alabama Attorney General
P.O. Box 300152
Montgomery, AL 36130

Arizona Students

Arizona State Board for Private Post-
Secondary Education
1400 West Washington, Room 260
Phoenix, AZ 85007
(602) 542-5709
Website: www.azppse.gov

Arkansas Students

Arkansas Department of Higher Education
423 Main Street Suite 400
Little Rock, AR 72201
Phone: 501-371-2000
website: www.adhe.edu

Florida Students

Florida Department of Education,
Commission for Independent Education
325 West Gaines St, Suite 1414
Tallahassee, FL 32399-0400
(850) 245-3200

Georgia Students

Georgia Nonpublic Postsecondary
Education Commission
2082 East Exchange Place, Suite 220
Tucker, GA 30084
(770) 414-3300
www.gnpec.org

Kansas Students

Kansas Board of Regents
1000 SW Jackson, Suite 520
Topeka, KS 66612

Maryland Students

If a complaint cannot be resolved after exhausting the institution's complaint procedures, the student may file a complaint with the:

Maryland Attorney General
Consumer Protection Division
200 St. Paul St.
Baltimore, MD 21202
410-528-8662 or 888-743-0823 (toll free)

South University is subject to investigation of complaints by the Office of the Attorney General or the Maryland Higher Education Commission.

Michigan Students

Department of Licensing and Regulatory
Affairs Bureau of Commercial Services
Enforcement Division
PO Box 30018
Lansing, MI 48909
(517) 241-9202

Ohio Students

Ohio State Board of Career Colleges and Schools
30 East Broad St, Suite 2481
Columbus, OH 43215
(614) 466-2752

Ohio Board of Regents
25 South Front Street
Columbus, OH 43215
(614) 466-6000

New Mexico Students

If the complaint cannot be resolved after exhausting the institution's grievance procedure, the student may file a complaint with the New Mexico Higher Education Department, 2048 Galisteo Street, Santa FE, NM 87505-2100, Phone: 505-476-8400 Fax: 505-476-8433, www.hed.state.nm.us.

North Carolina Students

University of North Carolina General
Administration
910 Raleigh Rd

PO Box 2688
Chapel Hill, NC 27514
(919) 962-1000 60

South Carolina Students

South Carolina Commission on
Higher Education
1122 Lady Street, Suite 300
Columbia, SC 29201
(803) 737-2260

Students should go the following site, to access South Carolina Complaint procedures and form.
http://www.che.sc.gov/CHE_Docs/AcademicAffairs/License/Complaint_procedures_and_form.pdf

Texas Students

Texas Higher Education Coordinating Board
1200 East Anderson Lane
Austin, TX 78752
PO Box 12788
Austin, TX 78711-2788
(512) 427-6101

The Texas Higher Education Coordinating Board's rules governing student complaints (Title 19 of the Texas Administrative Code, Sections 1.110-1.120) can be reviewed at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=1&sch=E&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=1&sch=E&rl=Y).

A description of the Texas Higher Education Coordinating Board's complaint procedure and online forms can be found at: <http://www.thecb.state.tx.us/index.cfm?objectid=051F93F5-03D4-9CCE-40FA9F46F2CD3C9D>.

Virginia Students

State Council of Higher Education for
Virginia Private and Out-of-State
Postsecondary Education
101 N. 14th Street, 9th Floor
James Monroe Building
Richmond, VA 23219
(804) 225-2600

Please refer to the school's Arbitration Policy (page 50) for additional information regarding disputes or claims.

Student Grievance Procedure for Internal Complaints of Discrimination and Harassment

Students who believe they have been subjected to discrimination or harassment (other than sexual harassment) in violation of the Non-Discrimination Policy should follow the procedure outlined below. (Please note that students who believe they have been subjected to sexual harassment should follow the reporting process in the Sexual Misconduct and Relationship Violence Policy.) This complaint procedure is intended to provide a fair, prompt and reliable determination about whether the South University Non-Discrimination Policy has been violated.

1. Complainants are encouraged to file a complaint as soon as possible after an alleged incident of discrimination has occurred. Any student who chooses to file a discrimination complaint should do so either with the Dean of Students at kpahno@southuniversity.edu or 912-201-8079 or with the Dean of Academic Affairs at tblackston@southuniversity.edu or 912-790-4194. Online students should file complaints with studentcomplaints@southuniversity.edu. The complaint should be presented in writing and it should describe the alleged incident(s) and any corrective action sought. The complaint should be signed by the complainant.
2. South University, Savannah will investigate the allegations. **Both the accuser and the accused are entitled to have others present during a disciplinary proceeding. Both will be informed of the outcome of any campus disciplinary proceeding. For this purpose, the outcome of a disciplinary proceeding means only South University, Savannah's final determination with respect to the alleged sexual offense and any sanction that is imposed against the accused.** Both the complainant and the accused will have the opportunity to meet and discuss the allegations with the investigator and may offer any witnesses in support of their position to the investigator during the course of the investigation. A student may be accompanied during investigation meetings and discussions by one person (family member, friend, etc.) who can act as an observer, provide emotional support, and/or assist the student in understanding and cooperating in the investigation. The observer may not be an attorney, unless otherwise required by local law. The investigator may prohibit from attending or remove any person who disrupts the investigation in the investigator's sole discretion.
3. The student who made the complaint and the accused shall be informed promptly in writing when the investigation is completed, no later than 45 calendar days from the date the complaint was filed. The student who made the complaint shall be informed if there were findings made that the policy was or was not violated and of actions taken to resolve the complaint, if any, that are directly related to him/her, such as an order that the accused not contact the student who made the complaint. In accordance with institutional policies protecting individuals' privacy, the student who made the complaint may generally be notified that the matter has been referred for disciplinary action, but shall not be informed of the details of the recommended disciplinary action without the consent of the accused.
4. The decision of the Investigator may be appealed by petitioning the President's Office of South University, Savannah. The written appeal must be made within twenty calendar days of receipt of the determination letter. The President, or his or her designee, will render a written decision on the appeal within 30 calendar days from receipt of the appeal. The President's decision shall be final.
5. South University, Savannah will not retaliate against persons bringing forward allegations of harassment or discrimination.
6. Matters involving general student complaints will be addressed according to the Student Complaint Procedures, a copy of which can be found in the Student Handbook or Academic Catalog.
7. For more information about your rights under the federal laws prohibiting discrimination, please contact the [Office for Civil Rights at the U.S. Department of Education](http://www.ed.gov/ocr) or visit the website at <http://www.ed.gov/ocr>.

If you follow this complaint procedure and still feel dissatisfied with the results, you may send a written copy of the complaint to:

Georgia Department of Education

205 Jesse Hill Jr. Drive SE

Atlanta, GA 30334

Arizona Residents—If the complaint cannot be resolved after exhausting the institution’s grievance procedure, the student may file a complaint with the Arizona State Board for Private Postsecondary Education. The student must contact the State Board for further details. The State Board address is 1400 W. Washington Street, Room 260, Phoenix, AZ 85007, phone 602-542-5709, website address: www.azppse.gov.

Arkansas Students—Right to Appeal: If a complaint cannot be resolved after exhausting the institution’s complaint procedures, the student may file a complaint with the Arkansas Department of Higher Education 423 Main Street Suite 400, Little Rock, AR 72201; Phone: 501-371-2000, website www.adhe.edu.

Maryland Residents—If a complaint cannot be resolved after exhausting the institution’s complaint procedures, the student may file a complaint with the Office of the Attorney General of the Maryland Higher Education Commission. Complaints should be directed to: Maryland Attorney General, Consumer Protection Division, 200 St. Paul St., Baltimore, MD 21202, 410-528-8662/888/743/0823 (toll free). South University is subject to investigation of complaints by the Office of the Attorney General of the Maryland Higher Education Commission.

New Mexico Residents—If the complaint cannot be resolved after exhausting the institution’s grievance procedure, the student may file a complaint with the New Mexico Higher Education Department, 2048 Galisteo Street, Santa FE, NM 87505-2100, Phone: 505-476-8400 Fax: 505-476-8433, www.hed.state.nm.us.

Virginia Residents—Complaints, which cannot be resolved by direct negotiation with the school in accordance to its written grievance policy, may be filed with the State Council of Higher Education for Virginia, 101 N. 14th Street, 9th Floor, James Monroe Building, Richmond, VA 23219.

Sexual Misconduct & Relationship Violence Policy; Procedures for Handling Sexual Misconduct and Relationship Violence Complaints

South University values civility, dignity, diversity, education, honesty, and safety and is firmly committed to maintaining a campus environment free from all forms of sex discrimination, sexual harassment, and sexual assault. Sexual Misconduct and Relationship Violence, defined more specifically below, are inconsistent with these values, violate institutional policy, and will not be tolerated at South University and are expressly prohibited. Similarly, retaliation for having brought forward a concern or allegation or for participating in an investigation of a report of Sexual Misconduct or Relationship Violence is also expressly prohibited and is grounds for disciplinary action.

This Policy provides information regarding how an individual – whether a student, faculty member, or staff member – can make a report of Sexual Misconduct or Relationship Violence impacting a student and how South University will proceed once it is made aware of any such report.

For faculty and staff members who believe they are the victim of sexual misconduct, please follow our No Harassment policy in the Employee Handbook.

I. Preliminary Issues & Important Definitions

This Policy prohibits “Sexual Misconduct” and “Relationship Violence,” broad categories encompassing the conduct defined below. Sexual Misconduct and Relationship Violence can be committed by anyone, including third parties, and can occur between people of the same sex or different sexes and regardless of one’s biological sex or transgendered sex. This policy applies to Sexual Misconduct and Relationship Violence that is committed against a student when that Sexual Misconduct or Relationship Violence occurs: (i) on campus; (ii) off-campus if in connection with a University-sponsored program or activity or in student housing; or (iii) off-campus if allegedly perpetrated by a fellow student, faculty member, staff member, or third party when the victim/reporting student reasonably believes that the off-campus conduct has created a hostile educational environment.

A. What is “Sexual Misconduct”?

Sexual Misconduct includes:

- Sexual Assault: Having or attempting to have sexual intercourse, cunnilingus, or fellatio without Consent (as defined below). Sexual intercourse is defined as anal or vaginal penetration by a penis, tongue, finger, or inanimate object.
- Non-Consensual Sexual Contact: Any intentional sexual touching with any body part or object by any person upon any person without Consent.
- Sexual Exploitation: An act attempted or committed through the abuse or exploitation of another person’s sexuality. Examples include, but are not limited to, prostituting another student; inducing a student into sexual intercourse, sexual contact, or other sexual activity by implicit or explicit threat of exposure of personal information or academic consequences; non-consensual video or audio-taping of sexual activity; allowing others to observe a personal consensual sexual act without the knowledge or Consent of all involved parties; and knowingly transmitting or exposing another person to a sexually transmitted infection without the person’s knowledge.
- Indecent Exposure: the exposure of the private or intimate parts of the body in a lewd manner in public or in private premises when the accused may be readily observed.
- Sexual Harassment: unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature when it meets any of the following: (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s academic status; or (b) Submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting such individual; or (c) Such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile, or offensive environment for working, learning, or living on campus.

B. What is “Relationship Violence”?

Relationship Violence includes:

- Domestic Violence: Violence, including but not limited to sexual or physical abuse or the threat of such abuse, committed by a current or former spouse or intimate partner or any other person from whom the student is protected under federal or applicable state law.

- **Dating Violence:** Violence, including but not limited to sexual or physical abuse or the threat of such abuse, committed by a person who is or has been in a social relationship of a romantic or intimate nature with the alleged victim. The existence of such a relationship is generally determined based on a consideration of the length and type of relationship and the frequency of interaction.
- **Stalking:** A course of conduct directed at a specific person that would cause a reasonable person to fear for their own safety or the safety of others or suffer substantial emotional distress. A course of conduct means two or more acts in which a person directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person or interferes with a person's property.

The following also constitute violations of this Policy:

- **Complicity:** Assisting, facilitating, or encouraging the commission of a violation of this Policy.
- **Retaliation:** Acts or attempted acts for the purpose of interfering with any report, investigation, or proceeding under this Policy, or as retribution or revenge against anyone who has reported Sexual Misconduct or Relationship Violence or who has participated (or is expected to participate) in any manner in an investigation, or proceeding under this Policy. Prohibited retaliatory acts include, but are not limited to, intimidation, threats, coercion, or discrimination. To be clear, retaliation against a Complainant for reporting an incident or against any witness who participates in an investigation is strictly prohibited.

C. Who are “Complainants” and “Respondents”?

South University is not a court of law. We also do not engage in victim-blaming or rushes to judgment. Therefore, without judgment, we refer to anyone who reports that s/he has experienced Sexual Misconduct as a “Complainant” and to anyone who reportedly has engaged in Sexual Misconduct as a “Respondent.”

D. Defining Consent

In many cases of Sexual Misconduct, the central issue is consent or the ability to give consent. Consent is a voluntary agreement to engage in sexual activity. Consent to engage in sexual activity must exist from beginning to end of each instance of sexual activity. Past Consent does not imply future Consent, and Consent to engage in one form of sexual activity does not imply Consent to engage in a different form of sexual activity. Consent is demonstrated through mutually understandable words and/or actions that clearly indicate a willingness to engage in a specific sexual activity. Consent must be knowing and voluntary. To give Consent, a person must be awake, of legal age, and have the capacity to reasonably understand the nature of her/his actions. Individuals who are physically or mentally incapacitated cannot give Consent.

Silence, without actions evidencing permission, does not demonstrate Consent. Where force, threats, or coercion is alleged, the absence of resistance does not demonstrate Consent. Force, threats, or coercion invalidates Consent. The responsibility of obtaining Consent rests with the person initiating sexual activity. Use of alcohol or drugs does not diminish one's responsibility to obtain Consent or negate one's intent.

Consent to engage in sexual activity may be withdrawn by either person at any time. Once withdrawal of Consent has been clearly expressed, the sexual activity must cease.

Incapacitation is the inability, temporarily or permanently, to give Consent, because the individual is mentally and/or physically helpless due to drug or alcohol consumption, either voluntarily or involuntarily, due to an intellectual or other disability that prevents the student from having the capacity to give Consent, or the individual is unconscious, asleep or otherwise unaware that the sexual activity is occurring. In addition, an individual is incapacitated if he or she demonstrates that they are unaware of where they are, how they got there, or why or how they became engaged in a sexual interaction. Where alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. Some indicators that an individual is incapacitated may include, but are not limited to, vomiting, unresponsiveness, inability to communicate coherently, inability to

dress/undress without assistance, inability to walk without assistance, slurred speech, loss of coordination, lack of awareness of circumstances or surroundings, or inability to perform other physical or cognitive tasks without assistance.

E. Title IX Coordinator & Deputy Coordinators

The Title IX Coordinator for South University is: Alisa Krouse, Assistant Chancellor for Student Affairs. The Title IX Coordinator is responsible for, among other things, coordinating the campus's efforts to comply with and carry out the campus's responsibilities under Title IX of the Education Amendments of 1972, including compliance with this policy. The Title IX Coordinator will help to coordinate any investigations under this Policy.

In addition, the University has other individuals who serve as Deputy Title IX Coordinators to help oversee investigations and determination proceedings under this Policy.

II. Reporting & Confidentiality

We encourage victims of Sexual Misconduct & Relationship Violence to talk to somebody about what happened – so they can get the support they need, and so the University can respond appropriately.

Different employees on campus have different abilities to maintain confidentiality:

- **CONFIDENTIAL REPORTING:** Some individuals are required to maintain near complete confidentiality. These include professional counselors such as those provided by Talk One2One counselling services. These individuals can provide resources and generally talk to a victim without revealing any personally identifying information about an incident to the University. A victim can seek assistance and support from these individuals without triggering a University investigation.
- **NON-CONFIDENTIAL REPORTING.** Other than professional counsellors defined above, most other employees and contractors are required to report all the details of an incident to the Title IX coordinator. A report to these employees (called "responsible employees") constitutes a report to the University and generally obligates the University to investigate the incident and take appropriate steps to address the situation. The following campus employees (or categories of employees) are examples of responsible employees: the Title IX Coordinator, all Deputy Title IX Coordinators, President, Dean of Student Affairs, other Student Affairs staff, Housing staff, Academic Advisors, the Security Team (including contract security personnel), all full-time and adjunct Faculty, Human Resources, and Employee Relations.

The University will seek to protect the privacy and confidentiality of the individuals involved in any report of alleged Sexual Misconduct or Relationship Violence to the extent possible and allowed by law. The Title IX Coordinator will evaluate any request for confidentiality in the context of the University's responsibility to provide a safe and nondiscriminatory environment to all members of its community.

The University will complete any publicly available record-keeping, including Clery Act reporting and disclosure, without the inclusion of identifying information about the alleged victim. It will also maintain as confidential any interim measures or remedies provided to the alleged victim to the extent that maintaining confidentiality will not impair its ability to provide the interim measures or remedies.

In addition to internal reporting, the University strongly encourages anyone who believes they have experienced a sexual assault (or any other crime) to make a report to local law enforcement. Collection and preservation of evidence relating to the reported sexual assault is essential for law enforcement investigations, so prompt reporting of the incident to law enforcement is especially critical. Designated staff will, upon request, assist an individual in making a report to law enforcement as necessary and appropriate.

Although we strongly encourage complainants to report to local law enforcement, such a report is not a prerequisite to the University's review and investigation of any complaint covered by this Policy. The University will honor a Complainant's request not to report the matter to local law enforcement UNLESS we have a reasonable basis to believe that the safety and security of the campus community is at risk. In this event, the

University will endeavor to notify a Complainant or Reporter of the institution's intent to report the matter to law enforcement in advance of any such report.

The University does not limit the time frame for reporting under this Policy, although a delay in reporting may impact the University's ability to take certain actions.

Other Code of Conduct Violations: The University encourages students who have been the victim of Sexual Misconduct or Relationship Violence to come forward. Students should not be discouraged from reporting such incidents because they fear discipline for their own violations of the Student Code of Conduct, such as use of alcohol in University housing. Therefore, the University has discretion not to pursue other violations of the Student Code of Conduct that occurred in the context of the reported incident of Sexual Misconduct or Relationship Violence.

III. Response Procedure

Students are encouraged to report any incident of Sexual Misconduct or Relationship Violence to the Title IX Coordinator, Deputy Title IX Coordinator, the Dean of Student Affairs, or the Campus President. If a report is made verbally, the University will request a written statement by the student.

Upon receipt of a report, the University will generally proceed as described below.

A. Investigation Commencement

The University will provide a timely and thorough investigation. Barring exigent circumstances, cases of Sexual Misconduct and Relationship Violence will generally be resolved within a 60 day period once the incident has been reported. An extension of time may be necessary if witnesses are unavailable or uncooperative or due to other extenuating circumstances beyond the control of the investigator.

B. Initial Response

Once the University is put on notice of possible Sexual Misconduct and Relationship Violence, the Complainant will be offered appropriate confidential support, accommodations, and other resources and will be notified of applicable policies and procedures. Accommodations include the ability to move to different housing, to change work schedules, to alter academic schedules, to withdraw from/retake a class without penalty, and to access academic support. The Respondent also will be offered appropriate resources and notified of applicable policies and procedures.

C. Interim Intervention

Pending a final determination, the Title IX Coordinator and/or Student Affairs staff will take appropriate interim measures. These measures may include, but are not limited to, the imposition of a no-contact order and/or employment, transportation, residence, and academic modifications. Student Affairs staff may limit a student or organization's access to certain University facilities or activities pending resolution of the matter. The University may impose an Interim Suspension on the Respondent pending the resolution of an alleged violation when the University determines, in its sole discretion, that it is necessary in order to protect the safety and well-being of members of the campus community.

D. Decision to Proceed to Investigation

If the Complainant is willing to participate in the review and investigation process, the University will proceed as described below in Section III (E).

If the Complainant requests a confidential investigation, the University will seek to protect the privacy and confidentiality of the Complainant to the extent possible and allowed by law. The Title IX Coordinator will evaluate any request for confidentiality in the context of the University's responsibility to provide a safe and nondiscriminatory environment to all members of its community.

If a confidential investigation is requested and agreed to, the University will investigate without revealing the name of the Complainant in any interview or email and will not ask questions that inadvertently or reasonably could reveal the identity of the Complainant.

If the Complainant asks that the report of sexual misconduct not be pursued, the University will consider the interests of the Complainant, the campus community, law enforcement, and/or other appropriate interests under the circumstances. The University, in consultation with the Title IX Coordinator, will make a final decision on whether and to what extent it will conduct an investigation, and notify the Complainant promptly.

E. Investigation Procedure

Investigators do not function as advocates for either Complainants or Respondents. Investigators can, however, identify advocacy and support resources for either Complainants or Respondents.

The Respondent will receive written notice of the report and the nature of the alleged misconduct. He/She will be advised in writing of the investigation process and opportunity to provide any relevant evidence.

The Investigation will generally be conducted by the Dean of Student Affairs for the campus (or any other individual appointed by the Title IX Coordinator) if the Respondent is a student. If the Respondent is a faculty or staff member, Employee Relations will also participate in the investigation.

The investigator will separately interview both Complainant and Respondent. Both parties will be able to provide evidence and suggest other witnesses to be interviewed. The investigator will interview other relevant witnesses and review any other available relevant evidence. Both the Complainant and Respondent can have another individual present during their own respective interviews. If the Complainant or Respondent elects, they may have an attorney present during their own interview, but said attorney may not advocate during the interview.

F. Determinations

1. For cases where the Respondent is a student.

The investigator will present all evidence to the Title IX Coordinator (or his/her designated Deputy Title IX Coordinator). In all cases, the Title IX Coordinator or the designated Deputy Title IX Coordinator will be appropriately trained regarding handling and considering sexual misconduct and relationship violence cases.

The Title IX Coordinator will weigh the evidence presented and decide whether additional evidence is necessary for consideration. Ultimately, the Title IX Coordinator will make a determination of whether a violation of the Sexual Misconduct & Relationship Violence Policy or any other policy has occurred. .

The University reserves the right to convene a Determination Panel to review the evidence and make the determination in appropriate circumstances.

2. For cases where the Respondent is a Faculty or Staff Member.

The investigator will present all evidence to the Ethics Committee of EDMC. The Ethics Committee will be appropriately trained regarding handling and adjudicating sexual misconduct and relationship violence cases. The Ethics Committee will weigh the evidence presented and make a determination whether a violation of the Sexual Misconduct & Relationship Violence Policy or any other policy has occurred.

G. Standard of Proof

In all cases under the Sexual Misconduct policy, the Title IX Coordinator (or designee) or the Ethics Committee will determine if a violation of policy has occurred by the preponderance of evidence standard. Thus, they will determine whether it is more likely than not that a violation has occurred.

H. Potential Sanctions

If a violation of policy has been found, the Title IX Coordinator or the Ethics Committee will impose appropriate sanctions, including but not limited to coaching, training, probation, suspension, or expulsion in the case of students or coaching, training, written warning, demotion, or termination in the case of employees.

I. Outcome Notifications

Both the Complainant and Respondent will be notified in writing of the outcome of the investigation and of the sanctions imposed, if any.

J. Appeals

If the Complainant or Respondent is a student, he or she may appeal the outcome determination by written appeal to the Campus President within 15 days of notification of the outcome. An appeal may be made based only on one or more of the following reasons:

1. New and significant evidence appeared that could not have been discovered by a properly diligent charged student or complainant before or during the original investigation and that could have changed the outcome.
2. The Finding is Arbitrary and Capricious: Reading all evidence in the favor of the non-appealing party, the finding was not supported by reasonable grounds or adequate consideration of the circumstances. In deciding appeals, the Campus President is allowed to make all logical inferences in benefit of the non-appealing party.
3. Disproportionate Sanctions: The sanctions were disproportionate to the findings.

The appeal shall consist of a written statement requesting review of the conduct decision or sanction and explaining in detail the basis for the appeal. The Campus President, or designated representative, will notify the non-appealing party of the request for an appeal. Within five working days of receipt of the notice, the non-appealing party may submit a written statement to be included in the case file. The appeal may proceed without the non-appealing party's written statement if it is not submitted within the designated time limit.

The Campus President will endeavor to make a determination of the appeal within 15 business days of receipt. The President's decision is final.

Jury Waiver and Agreement To Binding, Individual Arbitration

Student and South University, Savannah irrevocably waive our rights to a trial by jury and agree instead that any and all disputes, no matter how described, pleaded or styled, between me and South University, Savannah (including its parent and past and present affiliates, employees, agents, and lenders) or related to any aspect of my relationship with or any act or omission by South University, Savannah ("Claim") shall be resolved by individual binding arbitration, conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and applicable Supplementary Procedures for Consumer-Related Disputes ("AAA Rules") and in accordance with the terms of this Jury Waiver and Agreement to Binding, Individual Arbitration ("Arbitration Agreement"). Student can obtain a copy of the AAA Rules at www.adr.org or by calling 1-800-778-7879. This Arbitration Agreement, however, does not modify Student's right, if any, to file a grievance with any state educational licensing agency or accrediting body.

1. Student is strongly encouraged to first attempt to resolve the Claim by using the General Student Complaint Procedure outlined in the Catalog.
2. Neither party shall file or maintain any lawsuit in court against the other, and any suit filed in violation of this Arbitration Agreement shall be dismissed by the court in favor of arbitration conducted pursuant to this Arbitration Agreement. The parties agree that the moving party shall be entitled to an award of costs and fees of compelling arbitration.
3. The arbitration shall take place before a single, neutral arbitrator in the federal judicial district in which Student resides, unless the parties agree otherwise.
4. Student will be responsible for paying a portion of the AAA filing fee at the time his/her Claim is filed in an amount equal to \$200 or the applicable filing fee of the court of general jurisdiction in the district/circuit near me, whichever fee is less. The parties shall bear the expense of their own attorneys, experts and witnesses, unless the applicable law provides, and the arbitrator determines, otherwise.
5. Student agrees not to combine or consolidate any Claims with those of other students, such as in a class or mass action, or to have any Claims be arbitrated or litigated jointly or consolidated with any other person's claims. Further, the parties agree that the arbitrator shall have no authority to join or consolidate claims by more than one person. **I understand that I may opt out of this single-case provision by delivering via certified mail return receipt a written statement to that effect to the Vice President and Senior Counsel of South University, Savannah /EDMC at 210 Sixth Avenue, Suite 3300 Pittsburgh, PA 15222 within 30 days of my first execution of an Enrollment Agreement.**
6. The Federal Arbitration Act (FAA), including all its substantive and procedural provisions, and related federal decisional law shall govern this Arbitration Agreement to the fullest extent possible. All determinations as to the scope, enforceability, validity and effect of this Arbitration Agreement shall be made by the arbitrator, and not by a court. However, any issue concerning the validity of paragraph 5 above must be decided by a court, and an arbitrator does not have authority to consider the validity of paragraph 5. If for any reason, paragraph 5 is found to be unenforceable, any putative class or mass action may only be heard in court on a non-jury basis and may not be arbitrated under this Agreement.
7. The arbitrator shall have the power to award any remedy that directly benefits the parties to this Arbitration Agreement (provided the remedy would be available from a court under the law where the Arbitration Agreement was executed) but not the power to award relief for the benefit of anyone not a party to this Arbitration Agreement.
8. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

9. Notwithstanding any provision in the Catalog or Enrollment Agreement, this Arbitration Agreement shall not be modified except by written agreement signed by both parties. Any or all of the provisions set forth in this Arbitration Agreement may also be waived by the party against whom the Claim is asserted, but such waiver shall be in writing, physically signed (not merely electronically signed) by the party waiving, and specifically identify the provision or provisions being waived. Any such waiver shall not waive or affect any other portion of the Arbitration Agreement.

10. This Arbitration Agreement shall survive the termination of Student's relationship with South University, Savannah.

11. If any part(s) of this Arbitration Agreement are found to be invalid or unenforceable, then such specific part(s) shall be of no force and effect and shall be severed, but the remainder of the Arbitration Agreement shall continue in full force and effect.

STUDENT UNDERSTANDS AND ACKNOWLEDGES THAT S/HE IS WAIVING HIS/HER RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS PROVIDED IN THE AAA RULES), AND TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT. FURTHER, STUDENT UNDERSTANDS AND ACKNOWLEDGES THAT S/HE WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ACTION AGAINST SOUTH UNIVERSITY, SAVANNAH.

Health and Safety

Campus Security

South University, Savannah publishes an annual security report that contains information concerning policies and programs relating to campus security, crimes and emergencies, the prevention of crimes and sexual offenses, drug and alcohol use, campus law enforcement and access to campus facilities. The annual security report also includes statistics concerning the occurrence of specified types of crimes on campus, at certain off-campus locations, and on the public property surrounding the campus. The annual security report is published each year by October 1 and contains statistics for the three most recent calendar years. The annual security report is provided to all current students and employees. A copy of the most recent annual security report may be obtained from the Dean of Student's office during regular business hours. Copies of the Crime Report are available on the South University website in the Student Consumer Information section.

In addition to the annual security report, South University, Savannah maintains a crime log recording all reported crimes. The crime log is available for public inspection during regular business hours at the office of facilities and security. South University, Savannah will report to the campus community concerning the occurrence of any crime includable in the annual security report that is reported to campus security or local police and that is considered to be a threat to students or employees.

South University, Savannah reminds all students that they are ultimately responsible for their own actions regarding their safety and welfare.

**University of Phoenix,
Excerpt of Consumer Information Guide
2015-2016**

Available at

http://www.phoenix.edu/content/dam/altcloud/doc/about_uopx/Consumer-Information-Guide.pdf

Consumer Information Guide 2015–2016

November 2015

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University of Phoenix may update this policy or revise it from time to time. If you are concerned about how your personal information is used or disclosed, you should contact the University as described above or review the web page at http://www.phoenix.edu/copyright-legal/privacy_policy.html

How to Contact Us or Access Your Information

If you want access to or wish to update any of your personal information or have any questions about our privacy practices, contact the University Office of Compliance at Office.ComplianceUOPX@phoenix.edu or

University of Phoenix

Attn: Office of Compliance
1625 S. Fountainhead Pkwy.
Mail Stop: CF-S903
Phoenix, AZ 85040

Dispute Resolution Policy and Procedures

The following policy and procedures are to be used to resolve disputes by both current and former students of the University. This policy is effective as of September 1, 2012. Students who change from one program to another program at a different degree level (for example, a student who changes from an associate-level program to a bachelor-level program) will be considered newly entering students for purposes of this policy. Students are encouraged to bring the concerns outlined below to the attention of the appropriate individual/department, as set forth in Step One below. These individuals/departments will investigate and resolve such concerns accordingly. A covered dispute is subject to the conditions below and may be submitted to the formal Dispute Resolution Procedures set forth in this section if not satisfactorily resolved through the prior intervention of Step One.

In connection with the University policies identified in Step One below, this policy is intended to address disputes between a student and the University and create a framework by which students and the University can resolve all such disputes arising from a student's interactions with the University. Although the University strongly recommends utilization of the resources identified in Step One to resolve such disputes, the only dispute resolution policy that is mandatory is the arbitration policy. Arbitration is the exclusive means by which all covered disputes asserted by either a student (whether current or former) or the University, involving justiciable disputes and/or any justiciable matter arising from the student's interactions with the University, shall be decided and finally resolved.

Claims and/or disputes covered by this policy fall into one of two levels:

- Level One disputes involve alleged violations of state or federal law, any statutory or common law tort claim or alleged breach of contract claim, claims of discrimination or harassment pursuant to state or federal law, or any other issue of a substantial nature. If not resolved sooner, Level One disputes may be processed through all three steps of the following Dispute Resolution Procedures.
- Unless such issue involves a violation of law, issues of a lesser nature — for example, Student Code of Conduct violations, general student grievances, academic issues and grade disputes, etc. — are considered Level Two disputes and, if not resolved sooner, may be processed only through Step One of the following Dispute Resolution Procedures.

Step One: Internal Resolution

Students should first attempt to resolve any dispute or issue related to the following subject matters, or like subject matters, by contacting the following individuals/departments, and utilizing the process set forth in the corresponding section(s) of the Academic Catalog, as referenced below. Please note that the information provided below represents only the initial contact with whom such disputes should be reported. Students should carefully consult the Academic Catalog (<https://www.phoenix.edu/programs/degree-programs/academic-catalog.html>) to gain a fuller understanding of the processes associated with reporting and resolving disputes related to these subject matters.

- **Allegations of sex discrimination or sexual harassment:** Camie Pratt, Associate Vice President and Title IX Coordinator, Office of Dispute Management (“ODM”). See Nondiscrimination Policy and Harassment Policy in Academic Catalog.
- **Allegations concerning all other forms of discrimination:** Campus Director of Academic Affairs, Campus Director of Operations, Campus Director of Student Services, or their respective designee. See Nondiscrimination Policy and Harassment Policy in Academic Catalog.
- **Student Code of Conduct violations, other than sex discrimination and sexual harassment:** Registrar. See Student Code of Conduct section in Academic Catalog.
- **General student grievances (other than sex discrimination and sexual harassment):** Office of Dispute Management. See General Student Grievances section in Academic Catalog.
- **Student grievances relating to financial aid, account balances or collections:** Campus Management. See General Student Grievances section in Academic Catalog.
- **Academic issues:** Student Appeals Center in ODM. See Student Appeals Center Section in Academic Catalog.
- **Grade disputes:** Director of Academic Affairs or designee. See Grade Disputes section in Academic Catalog.

Step Two: Mediation

If a Level One dispute is not resolved as a result of Step One, then prior to proceeding to Arbitration, all parties are encouraged to participate in a formal mediation session facilitated by a professional, neutral mediator. Mediation is not mandatory but is strongly encouraged as an effective way to resolve disputes. Mediation is not a mandatory prerequisite to arbitration.

The physical location for the mediation shall be mutually selected by the parties. If the parties elect mediation, the student is required to pay the sum of \$100 toward the mediation costs, which amount shall be paid directly to the mediator. Any other costs associated with the mediation shall be paid by the University. Both the student and the University shall submit in writing to the other the name(s) of one or more professional, neutral mediators as a potential mediator in the matter. The parties will exercise their best efforts to agree on the selection of a mediator. If the parties cannot agree on the selection of a mediator, then the parties can submit the matter to the American Arbitration Association for the purpose of having a neutral mediator appointed.

The mediator shall schedule the mediation as expeditiously as possible. All parties will have the opportunity to attend and participate in the mediation. Any party may be represented by counsel of his or her choosing, at his or her own expense. The mediator shall direct how the mediation will be conducted. As with all mediations, any resulting resolution must be agreed to by the parties, which shall constitute a final and binding resolution of the matter.

Step Three: Binding Arbitration

1. This Binding Arbitration provision ("Arbitration Agreement") is governed by the Federal Arbitration Act 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. This Arbitration Agreement is a condition of becoming enrolled with the University. This Arbitration Agreement applies to any covered dispute arising out of or related to the student's interactions with the University. Nothing contained in this Arbitration Agreement shall be construed to prevent or excuse the student from utilizing the University's existing internal procedures for resolution of complaints, as set forth in Step One above, and this Arbitration Agreement is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Arbitration Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Agreement, including the enforceability, revocability or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. Regardless of any other terms of this Arbitration Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the U.S. Department of Education, State Boards of Education or the Office of Federal Contract Compliance Programs.
2. Notwithstanding any other language in this Arbitration Agreement, a student's Enrollment Agreement, the Academic Catalog or any other University policy or practice, this Arbitration Agreement will not be unilaterally revised, modified or eliminated by the University with respect to any covered dispute after that dispute has been submitted to arbitration pursuant to this Arbitration Agreement.
3. The parties shall select the neutral arbitrator and/or arbitration sponsoring organization by mutual agreement. If the parties cannot mutually agree to an arbitrator and/or arbitration sponsoring organization, the arbitration will be held and the arbitrator selected under the auspices of the American Arbitration Association (AAA). Except as provided in this Arbitration Agreement, the arbitration shall be held in accordance with the then current Commercial Arbitration Procedures of the AAA. The AAA rules are available at <http://www.adr.org>. However, nothing in said rules or procedures and/or any modification thereto shall affect the enforceability and validity of the Class Action Waiver, including but not limited to the provision that the enforceability of the Class Action Waiver may be determined only by a court and not by an arbitrator. Unless the parties jointly agree otherwise, the arbitrator shall be either an attorney who is experienced in the subject matter at issue and licensed to practice law in the state in which the arbitration is convened, or a retired judge.
4. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to the University shall be provided to the Legal Department, University of Phoenix at 4025 S. Riverpoint Parkway, Mail Stop: CF-KX01, Phoenix, AZ 85040. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.
5. In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the arbitrator.

- 6. CLASS ACTION WAIVER:** There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action or as a class member in any purported class, collective action or representative proceeding (Class Action Waiver). Notwithstanding any other clause contained in this Arbitration Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, collective or representative action. Notwithstanding any other clause contained in this Arbitration Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- 7.** Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The University shall initially bear the administrative costs associated with the conduct of the Arbitration, subject to: (1) a one-time payment by the student toward these costs equal to the filing fee then required by the court of general jurisdiction in the state where the student in question attended the University; and (2) any subsequent award by the Arbitrator in accordance with applicable law.
- 8.** The Federal Rules of Evidence shall apply. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure and applicable federal common law.
- 9.** Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.
- 10.** It is against University policy for any student to be subject to retaliation if he or she exercises his or her right to assert claims under this Arbitration Agreement. If any student believes that he or she has been retaliated against by anyone at the University, the student should immediately report this to the ODM.
- 11.** This section entitled "Binding Arbitration" is the full and complete agreement relating to the formal resolution of student-related disputes in arbitration. Except as stated in paragraph 6, above, in the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, the University and the student agree that this Arbitration Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

**Virginia College – Birmingham, AL,
Enrollment Agreement
(Dec. 8, 2014)**

Available at

<http://marketing.ecacolleges.com/public/Catalogs/Enrollment%20Agreement%20-%20Birmingham%20%28Final%2012-8-2014%29.pdf>



488 Palisades Boulevard, Birmingham, AL 35209 205-802-1200
Enrollment and Tuition Agreement

PROGRAM: _____ **Total Program Hours:** _____

TERM/PAYMENT PERIOD START DATE: _____

Name: _____ Maiden (if different) _____ SS No: _____ - _____ - _____

Address: _____ City/State/Zip: _____

Phone Number: () _____ - _____ Alternate Number () _____ - _____ Email Address: _____

Birth Date: _____, 19____ High School Graduate: No: __ Yes: __ Year: _____, or Equivalent: GED _____ Year: _____

HS/GED Name: _____ City/State/Zip: _____

Other Colleges: _____ Degrees(s): _____

Class: Day: _____ Night: _____ Weekend: _____ (See section 3 for details regarding course and/or program changes/revisions)

Previously Attended/Enrolled at Virginia College: Yes _____ No _____ Date(s): _____ Location: _____

1. TUITION AND FEES

All tuition and fees must be paid in full prior to the commencement of each quarter/payment period unless other arrangements satisfactory to Virginia College (the "College") in its sole and absolute discretion, have been made with the student and his/her legal designee (the "Student"). The Student's account will be billed in accordance with the Tuition and Fee Addendum (the "Addendum") to the College's Catalog (the "Catalog"), within each quarter/payment period, until and unless such Addendum is amended and/or superseded by a new addendum or otherwise. **The College expressly reserves the right to increase the rate of tuition and related fees as the College deems necessary and/or appropriate, in its sole and absolute discretion, prior to the commencement of any quarter/payment period during the Student's enrollment with the College, in all cases in accordance with and subject to any applicable laws and/or state regulations. The College will notify the Student of any such increases in the tuition rate and/or related fees and expenses. By signing this Contract below, the Student (and, if applicable, his/her parent or legal guardian) acknowledges and agrees that the tuition rate, fees and other costs associated with the Student's participation in the courses and education offerings made available by the College to the Student (including without limitation those set forth in the "Tuition Schedule" below in this Paragraph 1) are subject to change and increase as the College deems reasonably necessary from time to time.**

TOTAL TUITION, FEES, AND OTHER CHARGES AS SPECIFIED IN THE CURRENT TUITION SCHEDULE:

Total credits required will be increased for students who must complete preparatory classes (see the Addendum for further information). A service fee of \$25.00 is charged per Online course. Books are included in the tuition charge; provided, however, that other expenses and fees may be charged by the College for certain courses for items other than books, including without limitation optional examinations, materials and other instructional aids or resources.

Administration Fee	\$ 100.00
Tuition Per Quarter	\$ _____
Tuition Per Credit/Clock Hour	\$ _____
Tuition Per Payment Period	\$ _____
Total Estimated Tuition	\$ _____

2 NOTICES TO THE STUDENT AND THE STUDENT'S RIGHT TO CANCEL

- This Enrollment and Tuition Agreement (this "Contract") should be completed by the Student only after he/she (as an applicant for admission to the College) has successfully completed all prerequisites for admission to the College and he/she has been accepted for admission by the College. **DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY AND THOROUGHLY. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.**
- The Student is entitled to an exact duplicate copy of the Contract the Student signed.
- THIS CONTRACT BECOMES A LEGALLY BINDING INSTRUMENT UPON THE COLLEGE'S WRITTEN ACCEPTANCE DELIVERED TO THE STUDENT, UNLESS IT IS CANCELLED PURSUANT TO THE STUDENT'S RIGHT TO CANCEL. The Student has the right to cancel the initial Contract until 11:59 p.m. local time in Birmingham, Alabama on the third business day following the day that the College accepts the Student's enrollment. Should the Student submit the cancellation in writing within the aforementioned three business days, the Student will be entitled to receive a refund of the Administration Fee and all advance monies paid.
- Any holder of this consumer contract is subject to all claims and defenses that the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- The terms and conditions of the Contract are not subject to amendment or modification by oral agreement.** To the contrary, any changes, amendments or modifications to the Contract will not be binding on either the Student or the College unless and until such changes have been approved in a writing signed by an authorized official of the College and the Student (or his/her parent or legal guardian if the Student has not reached the age of



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Enrollment and Tuition Agreement

majority under the laws of the State of Alabama with respect to this Contract); provided, however, that the College may amend or increase the rate of tuition, fees or other charges set forth in Paragraph 1 of this Contract as the College, in its sole and absolute discretion, deems necessary and/or appropriate without first obtaining the consent, written, oral or otherwise, of the Student (and, if applicable, his/her parent or legal guardian).

- f. Dissatisfaction with, or non receipt of, the educational services being offered by the College does not excuse the Student, as a borrower, from repayment of any loan made to the Student, as a borrower, for enrollment at the College, including federally guaranteed and career loans provided by or through the College.

3. PROGRAM REVISION: Programs and individual courses are subject to change at the sole discretion of the College for any reason, including, without limitation, curriculum revisions, changes in course and/or program enrollment, instructor availability, facility and/or space availability, or such other actions or matters as the College may deem appropriate or necessary. In the event of a program and/or course change, the Student will not be entitled to a refund of any tuition for courses taken by the Student at the College prior to such change.

4. COLLEGE CATALOG AND STUDENT HANDBOOK: The Student agrees to be bound by all of the terms, conditions, rules and regulations set forth in the Catalog and Student Handbook. The Student acknowledges he/she has received a copy of the Catalog and has had ample opportunity to review it prior to execution of this Contract by Student and/or his/her parent or legal guardian, if applicable. The Catalog and Student Handbook are available for the Student to access online at www.vc.edu.

5. ACCURACY OF INFORMATION: The Student acknowledges that the College relies upon the accuracy and completeness of all information and/or documentation provided to the College by the Student (and, if applicable, his/her parent or legal guardian) and he/she (and, if applicable, his or her parent or legal guardian) certifies that all such information and/or documentation is accurate, correct and complete. In the event that any such information and/or documentation provided by, or on behalf of, the Student is false, inaccurate, incomplete or misleading, the College may suspend, dismiss or expel, either temporarily or permanently, the Student from the College. In such cases, the Student may not be entitled to any credit for work that he/she may have completed at the College.

6. DISMISSAL: The Student agrees to attend all classes regularly and promptly unless he/she has sufficient reason(s) not to do so, such as illness, and to perform all lessons and assignments to the best of his or her ability. The College may terminate the Student's enrollment at the College for non-payment of fees or tuition, unsatisfactory progress, excessive absences, or behavior detrimental to the College or its faculty or students. Additionally, the Student's enrollment may be terminated without cause if the College deems such action to be in the best interests of the College and/or its students and faculty.

7. WITHHOLDING RECORDS: The College reserves the right to withhold records, including without limitation grade reports, transcripts and diplomas until all financial obligations are satisfied, consistent with applicable state and Federal law.

8. TRANSFERABILITY OF CREDITS: The College does not imply, promise or guarantee transferability of credits earned to any other educational or vocational institution. BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT CREDITS EARNED AT THE COLLEGE MAY NOT TRANSFER TO OR BE TRANSFERABLE TO ANY OTHER EDUCATIONAL, VOCATIONAL OR OTHER INSTITUTION. TRANSFERABILITY OF CREDITS IS SOLELY DEPENDENT ON THE POLICIES OF THE INSTITUTION TO WHICH THE STUDENT SEEKS TO TRANSFER.

9. PLACEMENT ASSISTANCE DISCLAIMER: Although the College provides placement assistance upon graduation, the Student acknowledges and understands that he/she is responsible for obtaining employment and must seek job openings, prepare and send resumes, prepare for interviews and conduct himself/herself in a professional manner during the employment process. The Student further acknowledges and understands that the Student's college record and the efforts he/she puts into a job search have a significant effect and impact on his or her ability to find suitable employment. **THE COLLEGE HAS NOT AND DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE (EXPRESS, IMPLIED OR OTHERWISE) REGARDING OR WITH RESPECT TO THE AVAILABILITY OR SUITABILITY OF EMPLOYMENT, ANY LEVEL OF COMPENSATION UPON EMPLOYMENT, OR ANY OTHER MATTERS RELATING TO EMPLOYMENT AND EMPLOYMENT OPPORTUNITIES AFTER GRADUATION OR COMPLETION OF ANY COURSE WORK AT THE COLLEGE.**

10. ARBITRATION: ARBITRATION: Any claim, controversy or dispute arising out of or relating to this Contract or any alleged breach, violation or default of this Contract, together with all other claims, controversies or disputes of any nature whatsoever, including but not limited to all claims based in tort, fraud, contract, equity, state law, and/or federal law, arising out of or in relation to the Student's enrollment and participation in courses at the college, shall, upon notice by either party to the other party, be resolved and settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place in Birmingham, Alabama. The parties agree that any dispute subject to arbitration shall not be adjudicated as a class action or a consolidated class arbitration proceeding either in court or under the rules of the American Arbitration Association. The right of any party to pursue a class action for any dispute subject to arbitration shall be waived to the fullest extent permitted by law. The arbitrator's decision and award shall be final, binding on the parties, and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties shall, respectively, pay any expenses incurred as American Arbitration Association fees, administrative fees, arbitrator fees, mediation fees, hearing fees, and postponement/cancellation fees in accordance with the rules and procedures adopted by the American Arbitration Association. Notwithstanding the provisions of this Arbitration Provision, in the event a breach, violation or default of this Contract (or any of its terms) is alleged, the College shall have the option to seek injunctive relief in any court of competent jurisdiction barring further breach or violation of this Contract pending arbitration. In the event any provision of this binding Arbitration Provision is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Arbitration Provision, which shall be and remain in full force and effect, enforceable in accordance with its terms. **BY SIGNING THIS CONTRACT, THE STUDENT (AND, IF APPLICABLE, HIS/HER PARENT OR LEGAL GUARDIAN) GIVE UP THE RIGHT TO GO TO COURT AND THE RIGHT TO TRIAL BY JURY AND EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT HIS, HER OR THEIR RIGHTS AND REMEDIES WILL BE DETERMINED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY. THE PARTIES UNDERSTAND THAT A DETERMINATION BY AN ARBITRATOR IS AS ENFORCEABLE AS ANY ORDER AND IS SUBJECT TO VERY LIMITED REVIEW BY A COURT.**

11. REFUND POLICY: The College will bill the Student's account according to the term/payment period registration charges on the Addendum (which may be revised and amended from time to time as determined by the College in its sole and absolute discretion).



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Enrollment and Tuition Agreement

CANCELLATION PRIOR TO COMMENCEMENT OF CLASSES BY THE STUDENT: If the Student does not begin classes, the Administration Fee will be retained. Appropriate refunds are made within 30 days of receipt by the College of written notice from the Student, sent to the appropriate college address indicated on the front of this Contract, indicating that the Student will not enter or enroll in classes at the College. All money paid by (or on behalf of) the Student will be refunded if a refund is requested by the Student (or his/her parent or legal guardian, if applicable) in writing within 3 business days after the date of execution of this Contract (assuming payment has, in fact, been made to the College at such time).

12. WITHDRAWAL AFTER COMMENCEMENT OF CLASSES BY THE STUDENT: In computing refunds, the Student will be considered to have been in attendance from the actual beginning of the term/payment period until the College's date of determination of withdrawal. Students who withdraw during the first 60 percent of the quarter/payment period will receive a tuition refund as calculated below. The student is not entitled to a refund if the last date of attendance occurs after 60 percent of the quarter/payment period has elapsed.

WITHDRAWAL DATE	TUITION REFUNDED	TUITION RETAINED
Prior to Attending Classes	100%	0%
Within the 1st Week	100%	0%
After the first week, but within the first 10%	90%	10%
After 10% but within 20%	80%	20%
After 20% but within 30%	70%	30%
After 30% but within 40%	60%	40%
After 40% but within 50%	50%	50%
After 50% but within 60%	40%	60%
After 60%	0%	100%

13. RE-ENTRY FEES: The College charges an entry fee to re-admit students who have previously withdrawn.

14. LIQUIDATED DAMAGES; EXCLUSIVE REMEDY: The parties agree that if the College is found to have breached a material provision of this Contract to the substantial detriment of the Student, then the College must pay as liquidated damages (and not as a penalty) a sum up to an amount equal to any non-refunded tuition payments to the Student or the Student's lender in the case of a loan, or appropriate government agency in the case of a grant, it being acknowledged and agreed to by the parties to this Contract that the determination of the damages actually incurred by the Student as a result of such a breach by the College would be impractical or inherently difficult to ascertain or calculate and that said amount as liquidated damages, and not as a penalty, would represent a reasonable estimate of just and fair compensation to the Student for any such breach by the College. The parties further agree that payment by the College of such liquidated damages pursuant to this Paragraph 15 would constitute the sole and exclusive remedy of the Student for such a breach by the College (including without limitation any right to seek or recover incidental, consequential, exemplary or punitive damages).

15. ATTORNEYS' AND COLLECTION FEES: In any legal action permitted by this Contract or arbitration between the parties arising out of this Contract and the subject matter contained herein, the College, if it prevails, shall be entitled to recover its reasonable attorneys' fees in addition to any other relief to which it may be entitled or awarded. Further, the College shall be entitled to recover any attorneys' fees or collection agency fees and interest associated with the collection of a delinquent account of the Student.

16. INTEGRATION: This Contract (along with the Catalog and the Addendum, each as in effect from time to time) is and shall constitute the entire agreement between the Student (and, if applicable, his/her parent or legal guardian) and the College concerning the rights granted and the obligations assumed by the respective parties in this Contract and the subject matter contained herein. This Contract supersedes any prior or contemporaneous agreements, representations and understandings, whether oral, written or otherwise (other than those set forth in the Catalog and the Addendum, each as in effect from time to time). This Contract may only be modified in writing signed by both parties.

17. GOVERNING LAW: This Contract and the rights and obligations of the parties pursuant to this Contract shall in all cases be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Alabama without giving effect to any conflict-of-laws rule or principle that might refer the governance, the interpretation, construction or enforcement of this Contract to the laws of another jurisdiction.

18. SEVERABILITY; NO PRESUMPTION; NO WAIVER: In the event any provision of this Contract is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Contract, which shall be and remain in full force and effect, enforceable in accordance with its terms. In the event an ambiguity or question of intent or interpretation arises with respect to this Contract, this Contract shall be construed as if drafted jointly by the parties, and the parties expressly agree that no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Contract (or any portion thereof). No waiver by any of the parties to this Contract of any condition, term or provision of this Contract shall be deemed to be a waiver of any preceding or subsequent breach, violation or default of the same or any other condition, term or provision hereof.

19. NO THIRD PARTY BENEFICIARIES: The terms and provisions of this Contract are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer any third-party beneficiary rights upon any other person or entity.



488 Palisades Boulevard, Birmingham, AL 35209 205-802-1200
Enrollment and Tuition Agreement

20. USE OF LIKENESS, VOICE, AND NAME: I/we do hereby grant to the College and its owners, agents, successors, and assigns the exclusive right in perpetuity to use my likeness, name, picture and voice recorded during the time the Student is a student of the College. Such recordings may be in the form of video, film, sound recordings, photographs, or otherwise and may be incorporated in the production, use, and distribution of television, radio, video, DVD, stock footage, internet, print or any other form of distribution known or discovered later. All use of the Student's likeness, name, picture and voice shall be for instructional, publicity, or promotional purposes only and shall be the exclusive and sole property of the College to use, modify, or not use as it may desire. I/we, my/our heirs, successors, and assigns hereby discharge, release and forever waive any and all actions, claims, damages, liabilities, costs and expenses (including without limitation attorneys' fees) and other losses of any kind or nature that I/we may incur or have against the College and/or its owners, officers, directors, agents, employees and other representatives arising out of, or in any manner relating to, privacy, defamation, or any other claim of any kind or nature, whether based in contract, tort or otherwise, at law or in equity, under the laws of any state or the laws of the United States in connection with such use and further waive any claim, right or interest whatsoever in such use or in any recordings, originals, copies, derivatives or other reproductions.

21. NOTICES: For purposes of this Contract, notices and all other communications provided for in this Contract shall be in writing and shall be deemed to have been duly given (a) on the date of delivery when delivered by hand, (b) one day after dispatch when sent by reputable overnight courier maintaining records of receipt, or (c) three business days after dispatch when sent by registered or certified mail, postage prepaid, return receipt requested, all addressed as follows:

If to the College:

Virginia College
488 Palisades Blvd
Birmingham, AL 35209
Attn: President
Telephone: 205-802-1200

If to the Student (or his/her parent or legal guardian, if applicable), at the address of record listed on first page of this Contract or as otherwise maintained by the College's admissions and enrollment office, or to such other address as any party may have furnished to the other party in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

By signing this Contract, I/we acknowledge and certify that I/we have read and reviewed this Contract in full and I/we understand all of my/our rights and responsibilities and duties. Further, I/we agree to all of the terms and conditions of this Contract and the rules, regulations and policies of the Catalog, a copy of which I/we have received, reviewed and read prior to my/our execution of this Contract below.

STUDENT'S SIGNATURE

DATE

PARENT OR GUARDIAN'S SIGNATURE AS A CONTRACTING PARTY

DATE

AUTHORIZED COLLEGE OFFICIAL'S SIGNATURE

DATE

ACKNOWLEDGMENTS OF STUDENT (AND PARENT OR LEGAL GUARDIAN, IF APPLICABLE):

By initialing below, I/we acknowledge and represent that I/we have received the following:

_____ A true and fully-executed copy of this Contract.
_____ A copy of, and information concerning access to, (1) the Virginia College Catalog and (2) the Tuition and Fee Addendum to the Catalog.

**Western International University,
Excerpt of Consumer Information Guide
2013-2014**

Available at

<http://west.edu/content/dam/westedu/pdf/West-Consumer-Information-Notice.pdf>



Consumer Information Guide

2013 – 2014

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Phone: (866) 948-4636
Email: wiuosr@west.edu

Mail: Western International University
Attn: Registrar Office
1601 W Fountainhead Parkway
Tempe, AZ 85282

Western International University may update this policy or revise it from time to time. If you are concerned about how your Personal Information is used or disclosed, you should contact us as described below or check the <http://www.west.edu/privacy-policy> website periodically to obtain a current copy of our Privacy Policy.

How to Contact Us or Access Your Information

If you want access to or wish to update any of your Personal Information or have any questions about our privacy practices, please contact our please contact our Chief Ethics and Compliance Officer at privacy@apollogrp.edu or:

Apollo Group, Inc.
Attn: Chief Ethics & Compliance Officer
4025 S. Riverpoint Parkway
Phoenix, AZ 85040 USA

Dispute Resolution Policy and Procedures

The following policy and procedures are to be used to resolve disputes by both current and former students of the University. This policy is effective as of September 1, 2012. Students are encouraged to bring the concerns outlined below to the attention of the appropriate individual/department, as set forth in Step One below. These individuals/departments will investigate and resolve such concerns accordingly. A covered dispute is subject to the conditions below and may be submitted to the formal Dispute Resolution Procedures set forth in this section if not satisfactorily resolved through the prior intervention of Step One.

In connection with the University policies identified in Step One below, this policy is intended to address disputes between a student and the University and create a framework by which students and the University can resolve all such disputes arising from a student's interactions with the University. Although the University strongly recommends utilization of the resources identified in Step One to resolve such disputes, the only dispute resolution policy that is mandatory is the arbitration policy. Arbitration is the exclusive means by which all covered disputes asserted by either a student (whether current or former) or the University, involving justiciable disputes and/or or any justiciable matter arising from the student's interactions with the University, shall be decided and finally resolved.

Claims and/or disputes covered by this policy fall into one of two levels:

- Level One disputes involve alleged violations of state or federal law, any statutory or common law tort claim or alleged breach of contract claim, claims of discrimination or harassment pursuant to state or federal law, or any other issue of a substantial nature. If not resolved sooner, Level One disputes may be processed through all three steps of the following Dispute Resolution Procedures.
- Unless such issue involves a violation of law, issues of a lesser nature — for example, Student Code of Conduct violations, general student grievances, academic issues and grade disputes, etc. — are

considered Level Two disputes and, if not resolved sooner, may be processed only through Step One of the following Dispute Resolution Procedures.

Step One: Internal Resolution

Students should first attempt to resolve any dispute or issue related to the following subject matters, or like subject matters, by contacting the following individuals/departments, and utilizing the process set forth in the corresponding section(s) of the University Academic Catalog, as referenced below. Please note that the information provided below represents only the initial contact with whom such disputes should be reported. Students should carefully consult the University Academic Catalog (<http://west.edu/university-catalog>) to gain a fuller understanding of the processes associated with reporting and resolving disputes related to these subject matters.

- Allegations of sex discrimination or sexual harassment: Diane Kelly, Associate Director of Academic Affairs and Title IX Coordinator.
- Allegations concerning all other forms of discrimination: Associate Director of Academic Affairs, Associate Director of Student Operations, or their respective designee. Student Code of Conduct violations, other than sex discrimination and sexual harassment: Associate Director of Academic Affairs, Associate Director of Student Operations or their designee. See Student Code of Conduct section in University Academic Catalog.
- General student grievances (other than sex discrimination and sexual harassment): Office of Dispute Management. See Student Grievances section in University Academic Catalog.
- Student grievances relating to financial aid, account balances or collections: University Management. See Student Grievances section in University Academic Catalog.
- Academic issues: Student Appeals Center. See Student Appeals Center Section in University Academic Catalog.
- Grade disputes: Course Faculty or Student Advisor. See Student Grade Appeal section in University Academic Catalog.

Step Two: Mediation

If a Level One dispute is not resolved as a result of Step One, then prior to proceeding to Arbitration, all parties are encouraged to participate in a formal mediation session facilitated by a professional, neutral mediator. Mediation is not mandatory but is strongly encouraged as an effective way to resolve disputes. Mediation is not a mandatory prerequisite to arbitration.

The physical location for the mediation shall be mutually selected by the parties. If the parties elect mediation, the student is required to pay the sum of \$100 toward the mediation costs, which amount shall be paid directly to the mediator. Any other costs associated with the mediation shall be paid by the University. Both the student and the University shall submit in writing to the other the name(s) of one or more professional, neutral mediators as a potential mediator in the matter. The parties will exercise their best efforts to agree on the selection of a mediator. If the parties cannot agree on the selection of a mediator, then the parties can submit the matter to the American Arbitration Association for the purpose of having a neutral mediator appointed.

The mediator shall schedule the mediation as expeditiously as possible. All parties will have the opportunity to attend and participate in the mediation. Any party may be represented by counsel of his or her choosing, at his or her own expense. The mediator shall direct how the mediation will be conducted. As with all mediations, any resulting resolution must be agreed to by the parties, which shall constitute a final and binding resolution of the matter.

Step Three: Binding Arbitration

1. This Binding Arbitration provision (“Arbitration Agreement”) is governed by the Federal Arbitration Act 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. This Arbitration Agreement is a condition of becoming enrolled with the University. This Arbitration Agreement applies to any covered dispute arising out of or related to the student’s interactions with the University. Nothing contained in this Arbitration Agreement shall be construed to prevent or excuse the student from utilizing the University’s existing internal procedures for resolution of complaints, as set forth in Step One above, and this Arbitration Agreement is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Arbitration Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Agreement, including the enforceability, revocability or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. Regardless of any other terms of this Arbitration Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the U.S. Department of Education, State Boards of Education or the Office of Federal Contract Compliance Programs.
2. Notwithstanding any other language in this Arbitration Agreement, a student’s Enrollment Agreement, the University Academic Catalog or any other University policy or practice, this Arbitration Agreement will not be unilaterally revised, modified or eliminated by the University with respect to any covered dispute after that dispute has been submitted to arbitration pursuant to this Arbitration Agreement.
3. The parties shall select the neutral arbitrator and/or arbitration sponsoring organization by mutual agreement. If the parties cannot mutually agree to an arbitrator and/or arbitration sponsoring organization, the arbitration will be held and the arbitrator selected under the auspices of the American Arbitration Association (AAA). Except as provided in this Arbitration Agreement, the arbitration shall be held in accordance with the then current Commercial Arbitration Procedures of the AAA. The AAA rules are available at <http://www.adr.org>. However, nothing in said rules or procedures and/or any modification thereto shall affect the enforceability and validity of the Class Action Waiver, including but not limited to the provision that the enforceability of the Class Action Waiver may be determined only by a court and not by an arbitrator. Unless the parties jointly agree otherwise, the arbitrator shall be either an attorney who is experienced in the subject matter at issue and licensed to practice law in the state in which the arbitration is convened, or a retired judge.
4. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to the University shall be provided to the Legal Department, Western International University at 4025 S. Riverpoint Parkway, Mail Stop: CF-KX01, Phoenix, AZ 85040. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitral controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.
5. In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the arbitrator.
6. CLASS ACTION WAIVER: There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action or as a class member in any purported class, collective action or representative proceeding (Class Action Waiver). Notwithstanding any other clause contained in this Arbitration Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, collective or representative action. Notwithstanding any other clause contained in this Arbitration Agreement, any

claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

7. Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The University shall initially bear the administrative costs associated with the conduct of the Arbitration, subject to: (1) a one-time payment by the student toward these costs equal to the filing fee then required by the court of general jurisdiction in the state where the student in question attended the University; and (2) any subsequent award by the Arbitrator in accordance with applicable law.
8. The Federal Rules of Evidence shall apply. The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure and applicable federal common law.
9. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.
10. It is against University policy for any student to be subject to retaliation if he or she exercises his or her right to assert claims under this Arbitration Agreement. If any student believes that he or she has been retaliated against by anyone at the University, the student should immediately report this to the ODM.
11. This section entitled "Binding Arbitration" is the full and complete agreement relating to the formal resolution of student-related disputes in arbitration. Except as stated in paragraph 6, above, in the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, the University and the student agree that this Arbitration Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

Nondiscrimination Policy

Western International University does not discriminate on the basis of race, age, color, national origin, gender, gender identity, sexual orientation, religious preference, disability, or veteran status in its educational programs, activities, or employment practices. The University complies with Title IX of the Education Amendments of 1997, Titles VI and VII of the Civil Rights Act of 1964 and regulations, and Section 504 of the Rehabilitation Act of 1973.

Conduct deemed to be in violation of this policy is prohibited and will not be tolerated by Western International University. Retaliation, in any form, against the person raising such a concern will also not be tolerated by the University.

Discrimination Procedures

Students, faculty, or staff alleging discrimination must present their grievance within 6 weeks.

1. Allegations of sex discrimination must be presented to Diane Kelly, Associate Director of Academic Affairs and Title IX Coordinator:

4025 S Riverpoint Parkway

602.943.2311

866.948.4636

west.edu