



## 2016 - 2018 Catalog

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Names and qualifications of faculty members can be located at  
<http://wyotech.edu/campus/daytona/faculty-supplement>

The contents of this catalog and any addendum to this catalog, as well as other school bulletins, or announcement are subject to change without notice and such changes will not negatively affect currently enrolled students.

As of the date of the publication of this catalog, the information in this catalog is true and correct in content and policy to the best of my knowledge.

A handwritten signature in black ink, appearing to read "George Roedler". The signature is stylized and cursive.

George Roedler  
Director of Regulatory Affairs

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## ABOUT WYOTECH

### ZENITH EDUCATION GROUP

WyoTech is part of the Zenith Education Group, a nonprofit provider of career school training. Above all, we are driven to promote the long-term success of our graduates—measured in strong program completion and job placement rates. As the largest nonprofit career college system in America, we are working to help our students access the high-quality education necessary to enter into prosperous and fulfilling careers.

### THE ZENITH COMMITMENT TO STUDENTS

At Zenith Education Group, we are committed to operating with integrity, provide honest, accurate advertising and complying with laws, regulations, accreditation standards, polices and our company values. Upholding these commitments is essential to fulfilling our mission to help students succeed in their pursuit of an educational experience that prepares them for the workforce.

We commit to:

- Tell the truth about:
  - Educational program content
  - Instructor qualifications
  - Program enrollment requirements
  - Cost of education
  - Educational program financing options and obligations
  - Program completion rates
  - Verifiable and accessible job placement and salary information
  - Projected lifetime earnings versus the cost of the student's education
- Be transparent with our students, each other, our regulators and the public regarding our:
  - Ethical standards
  - Commitment to students
  - Program objectives and outcomes
  - Marketing and student recruiting initiatives and materials
  - Ongoing support for students' educational goals
  - Accreditation and regulatory compliance
- Provide marketing and recruiting information and materials that are:
  - Clearly written and understandable
  - Focused on the prospective student's career goals
  - Presented to suitable student prospects
  - Honest about the student's responsibilities that lead to completion and placement
  - Respectful of competing schools' programs
- Be innovative through:
  - Fostering an environment that supports creative educational approaches in support of program objectives and outcomes
  - Engaging our students and faculty in creating "learning laboratories" to test dynamic career education concepts
  - Continually learning and improving upon our innovative approaches
  - Reinvesting materially in enhancing student programs
  - Providing the student with an affordable education
- Develop transformative education models based on meaningful collaboration with:
  - Students
  - Employees
  - Employers
  - Educators
  - Program advisory committees
  - Thought leaders, foundations and other engaged communities

### MESSAGE TO OUR STUDENTS

Today's job market requires an individual who is well trained in both technical ability and professional conduct. We believe students who complete their vocational-technical education at WyoTech and subscribe to the school's "Code of Student Conduct," which emphasizes professionalism, gain a substantial advantage in this job market.

Our goals are to provide our students with the quality education and the professional conduct foundation needed to gain a competitive edge and to assist them in obtaining a job in their desired career field.

We accomplish our goals by keeping our academic curriculum, equipment, and tools up-to-date and, just as importantly, adhering to a "We Care" philosophy. In short, we care about our students as students and as people. We

will do everything within reason to assist our students in fulfilling their career dreams. It is not enough to provide an opportunity for a quality education; students also need support services that are both competent and caring.

We gladly acknowledge that our students are also our clients and our most important asset. Our commitment and our pledge are to make a quality education and the “We Care” philosophy a reality for each and every student, every day, and every month that the student is with us. We have made this pledge to thousands of WyoTech graduates and will continue to make this pledge to all who follow!

## **MISSION**

WyoTech is dedicated to the provision of an interactive learning environment created to support the professional career development of our students. The school was established to provide quality education and training designed to meet the needs of both students and employers. The school serves a diverse student population focusing on those who are seeking to acquire the education and skills necessary to enter their chosen career field. To achieve this, the school is committed to excellence in the following areas:

- The utilization of effective technology and teaching methods
- The presentation of relevant career focused educational programs
- Ongoing collaboration with businesses, employers and professional associations in the design, delivery and evaluation of effective programs
- The provision of career development support services to students and graduates which assists them in securing employment in their chosen field

## **SCHOOL HISTORY**

WyoTech – Daytona Beach was established in January 1972 under the name American Motorcycle Institute, or AMI. Imagined as a school that would be “private” in its structure and “public” in its impact, classes began in a one-building classroom shop and grew to a 10.5-acre campus. In 2004, the school was purchased by Florida Metropolitan University, Inc., a wholly owned subsidiary of Corinthian Colleges, Inc. In February of 2006, the name of the school was changed from AMI to WyoTech. In November of 2006, the school moved to its current location at 470 Destination Daytona Lane, Ormond Beach, FL.

It is here that WyoTech presently provides entry-level training in all of its divisions. In 1972, motorcycle mechanics was the only program of instruction. However, seeing the need for another service-related program, marine mechanics was added in 1973. At first only inboard gasoline-powered marine engines with a stern drive unit were used for the training, but soon the demand for outboard motor mechanics training became strong and it was added to the curriculum in 1975. Growth continues to be a byword at WyoTech, and to continue on this path WyoTech began offering its first two Associate in Specialized Technology degree programs in February of 2012.

Still keeping the basic concept, WyoTech gained recognition in the service-related industries. Students acquired knowledge in the classrooms, labs, and shop which are kept at a relatively small student-teacher ratio. This was in keeping with the first criteria of the School’s original concept: “private” in its structure. Graduates quickly found jobs in the industry, which fulfilled the second criteria: “public” in its impact.

In February 2015, Zenith Education Group purchased the school from Corinthian Colleges, Inc. and transitioned it from a for-profit college into a dynamic nonprofit learning institution.

## **TECHNICAL RESOURCE CENTER**

The technical resource center is designed to support the programs offered at the campus. Students and faculty have access to a wide variety of resources such as books, shops and service manuals, periodicals, computers and curriculum based online resources. The technical resource center is staffed with trained professionals to assist in the research needs of students and faculty, and is conveniently open to accommodate class schedules.

## **FACILITIES**

The Motorcycle and Marine Technology Departments have classrooms for audio-visual demonstrations and lectures and over 80,000 square feet of shop and classroom space. The shop area contains lifts, workbenches, tool cribs, exhaust ventilation systems, air and electrical drops, toolboxes equipped with both metric and American standard tools, and tool cribs with special manufacturer tools for diagnostics as well as repair. The Marine Division also incorporates outside test tanks, allowing students to observe actual running engines for the purposes of testing, diagnostics, tune-up, and repair.

The motorcycle division has a detached dynamometer building for the purpose of retrieving data from motorcycles before and after modifications and the ability to safely run a motorcycle beyond its capabilities within the confines of the campus.

The Applied Service Management Department has 1,248 square feet dedicated to its classrooms for audio-visual demonstrations and lectures and computer labs for computerized shop management training. Computers, equipped with internet access, are provided for individual students to use in the computer labs and contain programs such as Commander and Microsoft Office Suite.

## Teaching Facilities and Equipment

The facilities are designed to simulate industry practices, enabling students to experience a “real-world” environment while training in the latest technologies. Customized to the training being offered, cut-away training aids and mock-ups are used in the classroom, shop, and lab facilities to aid in the transition from theory to practical work. Student workstations contain general tool sets and special tools. Well-supplied equipment and tool rooms provide additional equipment needed to complete the students’ training.

## ACCREDITATION, APPROVALS, AND MEMBERSHIPS

This School voluntarily undergoes periodic accrediting evaluations by teams of qualified examiners, including subject experts and specialists in occupational education and private school administration.

### Institutional Accreditation

WyoTech is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC). This school is one of multiple campuses owned by Zenith Education Group. For further information on ACCSC, please contact them at 2101 Wilson Blvd., Suite 302, Arlington, VA, or call 703-247-4212, or visit their website at [www.accsc.org](http://www.accsc.org).

### Entitlement Agencies

Eligible students may apply to the following agencies for determination of benefits while attending WyoTech: Veterans Administration, Bureau of Indian Affairs, and Vocational Rehabilitation.

- Licensed by the Commission for Independent Education, Florida Department of Education. Additional information regarding this institution may be obtained by contacting the Commission at 325 West Gaines Street, Suite 1414, Tallahassee, FL 32399-0400, toll-free telephone number 888-224-6684.
- Agents licensed by the Colorado Department of Higher Education, Private Occupational School Board.
- Authorized by the Georgia Nonpublic Postsecondary Education Commission
- This institution is authorized by Indiana Board for Proprietary Education, 101 West Ohio Street, Suite 670, Indianapolis, IN 46204.
- Certified by the Kansas Board of Regents, 1000 SW Jackson Street, Suite 500, Topeka KS 66612-1368, Tel (785) 296-3421, Fax (785) 296-0983.
- Licensed by the Louisiana Board of Regents and adheres to the rules and regulations of the Louisiana Proprietary Schools Advisory Commission
- WyoTech is licensed as a private career school with the Minnesota Office of Higher Education pursuant to Minnesota Statutes, sections 136A.821 to 136A.832. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions.
- Licensed by the Mississippi Commission of Proprietary Schools and College Registration, 3825 Ridgewood Road, Jackson, MS 39211; License No. C-648.
- Registered with the Ohio State Board of Career Colleges and Schools, 30 East Broad Street, Suite 2481; Columbus, OH 43215; Registration No. 07-05-1822T.
- Licensed and regulated by the Oklahoma Board of Private Schools, 3700 North Classen Blvd., Suite 250, Oklahoma City, OK 73118
- Licensed as a private career school by the Oregon Higher Coordinating Commission and is renewed each year.
- Licensed by the South Carolina Commission on Higher Education, 1122 Lady Street, Suite 300, Columbia, SC 29201, Telephone (803) 737-2260. Licensure indicates only that minimum standards have been met; it is not an endorsement or guarantee of quality. Licensure is not equivalent to or synonymous with accreditation by an accrediting agency recognized by the U.S. Department of Education.
- WyoTech, Daytona Beach is authorized by the Tennessee Higher Education Commission. This authorization must be renewed each year and is based on an evaluation by minimum standards concerning quality of education, ethical business practices, health and safety, and fiscal responsibility.
- Approved and regulated by the Texas Workforce Commission, Career Schools and Colleges, Austin, Texas.
- Licensed by the Washington Workforce Training and Education Coordinating Board under Chapter 28C.10 RCW. Washington residents: Inquires or complaints regarding this or any other private vocational school may be made to the Workforce Board, 128 10<sup>th</sup> Avenue, SW, Box 43105, Olympia, WA 98504; Web: [wtb.wa.gov](http://wtb.wa.gov); telephone: (360) 753-5662; Email address: [wtecb@wtb.wa.gov](mailto:wtecb@wtb.wa.gov).
- This School is authorized under Federal law to enroll non-immigrant alien students.
- Eligible students may apply to the following agencies for determination of benefits while attending WyoTech: Veterans Administration, Bureau of Indian Affairs, and Vocational Rehabilitation.

### Memberships

- American Motorcyclist Association, Corporate Member
- Association of Private Sector Colleges and Universities
- Chamber of Daytona Beach & Halifax Area (386) 255-0981

- Florida Association of Postsecondary Schools and Colleges
- Marine Industries Association
- Marine Retailers Association of America
- Motorcycle Industry Council
- National Association of Student Financial Aid Administrators
- Specialty Equipment Market Association

Copies of accreditation, approval and membership documentation is available for inspection at each campus. Please contact the Campus Director to review this material.

### **INTERNATIONAL STUDENTS**

This School is authorized under Federal law to enroll non-immigrant alien students. Information on Foreign Student Application Procedure is available at the Admissions Office and will be sent to the foreign applicants in addition to this catalog. The school certifies the student's enrollment status on Visa applications; no other Visa services are provided.

Since all the instruction is in English, the academic success at WyoTech is strongly dependent upon the student's ability to communicate in English. Every effort should be made to perfect English proficiency prior to entering the school. The school does not offer classes in ESL, "English as a Second Language."

### **COURSEWORK COMPLETED AT FOREIGN INSTITUTIONS**

All coursework completed at a foreign institution must be evaluated by a member of the National Association of Credential Evaluation Services (NACES) or a member of the Association of International Credentials Evaluators (AICE). The evaluation must be course by course with letter grades. An exception to this may be allowed for students transferring from Canada with prior approval from the Transfer Center.

### **INSTRUCTIONAL SUPPORT**

Instructional support at WyoTech is comprised of curriculum production, in-house training programs, industry-based advisory committees, and training aids. Collectively, they enhance each training program.

WyoTech has a competency-based approach to training. This curriculum method is designed to accomplish the goal of imparting specific knowledge and skills to each student. Technical instructors are real industry specialists delivering high-quality and up-to-date training. Additionally, curriculum writers prepare hundreds of sophisticated drawings, illustrations, and charts to enhance the training materials. Simulators, cutaways, mock-ups, and demonstration devices provide support to instructor presentations.

### **ADVISORY COMMITTEES**

To maintain our commitment to high-quality, career-oriented training, and the maximum employability of our graduates, WyoTech has established Advisory Committees for each department. The Advisory Committees are comprised of industry members who formally meet with WyoTech's staff and faculty to assist in making decisions regarding curriculum changes, equipment purchases, and program enrichment. The role of the WyoTech Advisory Committee is to help assure that the curriculum keeps pace with the latest trends and technologies. Preparing our students for entry-level employment requires continuous monitoring and adjustment to the curriculum. Advisory Committee members may include representatives from industry, major corporations, and governmental agencies.

### **GAINFUL EMPLOYMENT DISCLOSURES**

For more important information about the educational debt, earning and completion rates of students who attended this school, please visit our website at [www.wyotech.edu/disclosures](http://www.wyotech.edu/disclosures).



## **ADMISSIONS INFORMATION**

All admissions materials, including program disclosures and enrollment agreements are presented in English only, since all programs are taught in English. Each admissions representative conducts interviews with prospective enrollees in English only as the method to determine that the prospective enrollee understands and can function in English. We do not make any accommodations to present materials or instruct courses in any other language. No English as a second language courses are offered by the campus.

### **REQUIREMENTS AND PROCEDURES (UNDERGRADUATE)**

- High school diploma or a recognized equivalent such as the GED is required for admittance.
- Applicants are informed of their acceptance status within in 15 days after all required information is received and the applicants' qualifications are reviewed.
- Upon acceptance into the school, applicants who are enrolling will complete an enrollment agreement.
- Students may apply for entry at any time. Students are responsible for meeting the requirements of the catalog in effect at the time of enrollment.
- Re-entry students are subject to all program requirements, policies, and procedures as stated in the school catalog in effect at the time of re-entry. All re-entering students must sign a new enrollment agreement.

If an applicant is under 18 years of age, the Enrollment Agreement must also be signed by the parent or guardian.

Once an applicant has completed and submitted the application documents, the school reviews the information and informs the applicant of its decision. If an applicant is not accepted, all monies paid to the school are refunded. The school reserves the right to reject students if the items listed above are not successfully completed.

\*Nonrefundable admissions and registration fees shall not exceed \$150 for students who reside in Florida.

### **CREDIT FOR PREVIOUS EDUCATION**

Requests for credit for previous education must be made to the Director of Education. Official transcripts and course descriptions are needed to determine acceptable credit. Requests for transfer credit must be made prior to beginning classroom attendance at WyoTech. There is no fee charged for assessing transcripts. A minimum grade of "C" from an accredited school (recognized by the U.S. Department of Education) must be achieved for a course to be considered for transfer credit. A student must complete at least 25% of the course requirements of a program at WyoTech in order to receive a diploma from WyoTech. The transfer of incoming credit is given at the sole discretion of the Director of Education and is based on sufficient comparability of course content, in the course's entirety (that is, no partial course credit will be awarded), to the program in which the student will enroll. If the school accepts credit for prior training, the current tuition will be reduced proportionally by the number of hours of transfer credit accepted. If the school does not accept credit for prior training, the student may appeal the decision by making written request to the Director of Education stating reasons and presenting any additional material for consideration. Federal financial aid may be limited based upon previous awards at other institutions. Potential ramifications to the student's financial aid must be evaluated on an individual basis; students should contact the financial aid department for individual evaluation.

### **Transferability Of Credits To Other Institutions**

WyoTech does not guarantee credit into or out of the school. Transferability is always at the discretion of the receiving school. The diploma and degree programs of the school are terminal in nature and are designed for the graduate's employment upon graduation. Upon request, the school will provide students with transcripts and course outlines for credit evaluation. It is the student's responsibility to confirm whether or not credits will be accepted by another institution of the student's choice.

### **Transfer to Participating Institutions in Florida's Statewide Course Numbering System (SCNS)**

WyoTech is a participating institution in the Florida Statewide Course Numbering System (SCNS). Please see the disclosure and explanation of the course numbering system and the benefits of this participation that are provided in the Florida's Statewide Course Numbering System section of the catalog.

### **CRIMINAL BACKGROUND SCREENING**

- Students enrolled in certain programs may be subject to a criminal background check prior to enrollment to ensure they are qualified to meet occupational or employment requirements, clinical or internship/externship placement requirements or licensure standards for many programs, including but not limited to those in the allied health or criminal justice fields.
- Enrollment for students may not be granted when the background check identifies a conviction, pending case, or unresolved deferral/diversion for any felonies or misdemeanors.

- A student's inability to obtain criminal background clearance may prohibit opportunities for program completion and job placement. It is the student's responsibility to contact the agency to verify conditions. The school cannot contact the background check agency.
- All students re-entering students are subject to the same background check requirements as a new student.

## INTERNATIONAL STUDENTS ADMISSIONS REQUIREMENTS

International students must meet all admission requirements as stated in the school catalog. Campuses may not admit international students without an I-17 Petition approved through the Student and Exchange Visitor Program (SEVP).

Additionally, international students must:

- Provide a certified secondary school transcript or high school diploma as defined by the student's country of origin.
- Provide proof of English proficiency (if the student's first language is not English, an official test score on an approved English proficiency test is required).
- Proof of financial ability to meet expenses. Such evidence may be one of the following:
  - a. Bank letter verifying student's available funds (self-sponsoring).
  - b. Bank letter verifying sponsor's available funds if sponsor is not a citizen or a legal permanent resident of the U.S.
  - c. Form I-134 if sponsor is not a citizen or legal permanent resident of the U.S.
  - d. If the applicant is sponsored by his/her home country, a statement of sponsorship.
- Be eligible for a student visa (F-1 or M-1).
- Enroll as a full time student (for undergraduates, at least 12 quarter credit hours; for graduate students at least 8 quarter credit hours; for Intensive English students and modular program students, at least 18 clock hours of attendance per week).
- Pay the required minimum tuition deposit.
- Pay the non-refundable SEVIS processing fee to the Department of Homeland Security.
- International students must meet the same programmatic entrance requirements as domestic students.

**Note:** M-1 students may not enroll in online courses. F-1 students may enroll in no more than one (1) online course per term.

**Refugees and Asylees** - Refugees and asylees must provide documentation of their refugee/asylee status (e.g., confirmation of USCIS receipt of Form I-589, I-94, etc.), meet the general admission requirements, and provide proof of English proficiency prior to admission.

**Online Students** - Foreign students who apply for an online program and who intend to complete their studies without entering the United States must meet the general admission requirements and provide proof of English proficiency prior to admission.

**Undocumented Resident Aliens** - Undocumented resident aliens who graduated from a United States high school are not considered international students for purposes of this policy, and may be admitted as cash paying students provided that they meet all admission requirements.

### English Proficiency

All international students whose first language is not English must provide proof of English proficiency. English proficiency may be established by providing documentation of one of the following:

- Passing score on an English skills assessment test (see below)
- Graduation from an American/International high school program where the curriculum is taught in English
- Graduation from a high school in the U.S. as an exchange student
- Graduation from a high school in a country where English is the official language

The acceptable skills assessment tests for diploma and undergraduate programs are the Test of English as a Foreign Language (TOEFL), the Michigan English Language Assessment Battery (MELAB), the International English Language Testing System Exam (IELTS), and the English Language School Center (ELS) test. The required passing score on each test is as follows:

Test:	TOEFL	MELAB	IELTS	ELS
Score:	45 Internet Based 133 Computer Based 450 Paper Based	60	5.0	Completion of Level 107

**Note: Intensive English Studies Students** - Students lacking the required English proficiency may be admitted and enrolled in the appropriate Intensive English course as stated in the school catalog so long as all other international admission requirements are met. Such students must successfully complete the Intensive English course.

## **ACADEMIC READINESS FOR ALL STUDENTS**

All incoming undergraduate students are required to demonstrate academic readiness for program-level coursework at the time of enrollment. This can be done through any of the following means: SAT, ACT, ACUPLACER or COMPASS scores; recent (five years or less) high school grade point average of 2.5 or higher; or grades of C or higher in college-level English Composition and college-level mathematics. If none of these measures are available, the student is expected to demonstrate readiness by completion of an online assessment. A student may be allowed to enroll and start his or her first term or module of classes prior to demonstrating academic readiness as described herein, but a student who fails to meet this requirement may be prevented from enrolling in the next quarter or module. Note this is a one-time requirement and may not apply to re-admissions, depending upon academic evaluation at the time of re-enrollment.

### **Recent high school academic performance within the past five years**

A high school cumulative grade point average (GPA) of 2.5 or higher on a 4 point scale is accepted for assessment if the date of high school graduation is 5 years or less from date of admission. High school seniors who have not yet graduated may use cumulative GPA at the end of 7 high school semesters.

### **SAT, ACT, or PSAT scores completed within the past five years**

Scores of 460 or higher on each section of the SAT, 46 or higher on each section of the PSAT, or scores of 17 or higher in English, Reading, & Math on the ACT are accepted for assessment

### **Previous college experience – no time limit**

General education college-level mathematics and college-level English courses taken from a national or regionally accredited institution, with a grade of C or higher may be used for assessment. Developmental courses (generally noted as remedial or pre-college on a transcript and not calculated into a college GPA) do not qualify. Prior success in a writing-intensive English class demonstrates readiness for writing and reading, while success in a previous math or quantitative reasoning class demonstrates readiness for math. Review and approval of previous college experience to be completed by office of the Registrar.

### **College placement scores from another institution within past five years**

COMPASS, ACCUPLACER, or other standardized test scores demonstrating college readiness in each of the three areas of math, writing, or reading are accepted for assessment

## ACADEMIC STANDARDS

### DEFINITION OF CLOCK AND CREDIT HOUR

A clock hour is a period of time consisting of at least 50 minutes of lecture, faculty-supervised laboratory, or faculty-supervised shop training within a 60-minute period.

A quarter credit hour consists of 10 clock hours of lecture, 20 clock hours of faculty-supervised laboratory, or 30 clock hours of faculty-supervised shop training.

### MAXIMUM CLASS SIZE

Class size varies during the academic year; however the largest class size will not exceed 100 students at the campus. A student-to-instructor ratio is maintained that is appropriate to the educational requirements of a particular classroom/laboratory setting. In order to maintain an appropriate ratio, multiple instructors may be assigned to each classroom/laboratory to allow for additional instructor support. Typical ratios are 50 students to one instructor in lecture and 25 students to one instructor in lab and shop.

### OUT OF CLASS ASSIGNMENTS

- Students in degree programs should expect to spend approximately two hours outside of class completing homework for every hour of in class lecture
- Students in all programs will be expected to complete assigned homework and other out-of-class assignments in order to successfully meet course objectives as set forth in the course/program syllabi. Homework and out-of-class assignments will be evaluated by faculty.

### GRADING SYSTEM AND PROGRESS REPORTS

The student's final grade for each course or module is determined by the average of the tests, homework, class participation, special assignments and any other criteria indicated in the grading section of the syllabus for the course or module. Final grades are reported at the completion of each grading term and are provided to each student. If mailed, they are sent to the student's home address. Failed courses must be repeated and are calculated as an attempt in Satisfactory Academic Progress calculations.

Percentage	Letter	GPA
100-90%	A	4.0
89-80%	B	3.0
79-70%	C	2.0
69-0%	F	0
	L	Leave of Absence
	PE	Pass by Proficiency Exam
	W	Withdrawal
	WZ	Military Withdrawal
	TR	Transfer Credit

### GRADING PERIODS

The final grade for each course is comprised of lecture, laboratory, out of class assignments and professionalism grades. Failure of any required laboratory competency will result in a failing grade for that course. Students must achieve a minimum grade of 2.0 in each course or the course must be repeated.

### WITHDRAWAL

Students who want to discontinue their training for any reason are requested to schedule an exit interview with the Registrar or other designated School official. This meeting can help the school correct any problems and may assist students with their plans. In many cases, the problem hindering successful completion of the educational objective can be resolved during an exit interview.

Notification of intent to officially withdraw from WyoTech should be made to the Administrative Office at the campus. Notification can be sent to the Registrar, 470 Destination Daytona Lane, Ormond Beach, FL 32174.

### Date of Withdrawal Versus Date of Determination (DOD)

The effective date of withdrawal for refund purposes will be the earliest of the following: (a) the last day of attendance, if the student is terminated by the school; (b) the date of receipt of written notice from the student; or (c) fourteen school days following the last date of attendance.

## MAKE-UP WORK

Make-up tests are allowed for an absence. Make-up work will not remove an absence, tardy, or leave early from a student's record. Weekly tests may be made up within 2 days of the original test date. Final tests cannot be made up.

## REMEDIAL COURSES AND PASS/FAIL GRADES

WyoTech does not offer remedial courses on a pass/fail basis.

## GRADUATION REQUIREMENTS

1. Complete each course in the program with a minimum grade of 2.0 GPA.
2. If admitted as a transfer or advanced standing student, complete at least 25% of the course requirements of the program at WyoTech.
3. Complete their program within the maximum timeframe (150%) allowed for the program.

Upon graduation, all students who are current with their financial obligation to the school shall receive their diploma.

## ATTENDANCE REQUIREMENTS

Attendance is vital to academic achievement and the acquisition of good work habits. Graduates are screened by prospective employers, not only for academic achievement, but also for their attendance record. Attendance is recorded on each student's file.

Each day consists of 500 scheduled minutes and is divided into eight sessions for attendance-taking purposes. Students missing 30 minutes or more of a session will be counted as one hour absent. See the charts below for the action to be taken when a student's attendance falls below a specified level:

### Transportation Programs

Hours	Action Taken
Student absent six percent in a term/phase (6%)	Attendance Warning Letter sent
Student absent ten percent in a term/phase (10%)	Student dismissed with right of appeal

### Trade Programs

Hours	Action Taken
Student absent five percent in a term/phase (5%)	Attendance Warning Letter sent
Student absent ten percent in a term/phase (10%)	Student dismissed with right of appeal

## Violations of Percentage Absence Rules

When a student violates the applicable percentage absence rule, the faculty must notify the Executive Director (or designee) who, on the date of violation, must determine whether the student plans to return to school or has withdrawn. This determination must follow these guidelines:

- All students who state they will not return to school shall be promptly withdrawn;
- All students who state they will return must:
  1. Attend class within five (5) calendar days of the violation;
  2. File an appeal within five (5) calendar days after the date of violation;
  3. Have perfect attendance while the appeal is pending.

Failure to comply with one or more of the three requirements will result in the student being withdrawn from all courses and dismissed from school.

## READMISSION

Students wishing to re-enter the school following a withdrawal may apply for readmission by contacting the Director of Education. Readmission is granted on a space-available basis. The school reserves the right to refuse readmittance based upon the attendance, academic, financial, and social conduct history of the student during previous enrollment periods.

## CANCELLATION OF CLASSES/COURSES

### Inclement Weather

The school reserves the right to close during weather emergencies or other "acts of God". Under these conditions, students will not be considered absent. Instructors will cover any missed material to ensure completion of the entire program. Make-up classes due to school closures will likely be offered on Saturday and Sunday.

## LEAVE OF ABSENCE POLICY

WyoTech permits students to request a leave of absence (LOA) as long as the leave does not exceed a total of 180 days during any 12-month period, starting from the first day of the first leave, and as long as there are documented, legitimate extenuating circumstances that require the students to interrupt their education, including pregnancy (including childbirth, false pregnancy, termination of pregnancy, and recovery therefrom), temporary disability, personal reasons, or other reasons such that the campus determines that an LOA is in the student's best interest. However, an LOA will not be granted for any of the following reasons:

- a) The courses that the student needs are not available;
- b) The courses that the student needs are available, but the student declines to take them;
- c) An externship/internship site is not available for the student;
- d) A student is unable to pay tuition;
- e) The student is failing a course(s); or
- f) To delay the return of unearned federal funds.

Students requesting an LOA must submit a completed Leave of Absence Request Form prior to the beginning date of the leave. If circumstances of an unusual nature that are not likely to recur prevent the student from submitting the request in advance, the leave may still be granted, but only if:

- a) the school documents the unforeseen circumstances and the Academic Dean or Director of Education determines that these circumstances meet the exception requirements (i.e., "of an unusual nature and not likely to recur"), and
- b) the student submits a completed Leave of Absence Request Form by the tenth (10th) calendar day of the leave.

## Extension of LOA

A student on an approved LOA may submit a request to extend the LOA without returning to class. Such a request may be approved by the Director of Education provided:

- The student submits a completed LOA Extension Request Form before the end date of the current leave;
- There is a reasonable expectation the student will return;
- The number of days in the leave as extended, when added to all other approved leaves, does not exceed 180 calendar days in any twelve (12) month period calculated from the first day of the student's first leave;
- Appropriate modules required for completion of the program will be available to the student on the date of return.

If the extension request is approved, the end date of the student's current leave will be changed in the official student information system to reflect the new end date. If the request is denied, the student will be withdrawn and the withdrawal date will be the student's last date of attendance (LDA).

## Return from a Leave of Absence

A student must return from a LOA on the first day of any appropriate module or prior to the scheduled date of return. A student who goes on leave prior to the end of a module/term will receive a grade of "L" (leave). The course(s) with a grade of "L" will not be included in the calculation of Rate of Progress (ROP), Maximum Time Frame (MTF) or attendance.

**NOTE:** WyoTech does not permit leaves of absence for students enrolled in quarter-based programs. Students experiencing circumstances that may make it necessary to interrupt their attendance temporarily should see the Academic Dean/Director of Education.

## Failure to Return From a Leave of Absence

If the student does not return from LOA as defined above, the student will be withdrawn. The withdrawal date will be the student's last day of attendance (LDA). The "L" grade in the LOA course(s) will be changed to "W" (withdraw). The course(s) having a grade of "W" will be included as an attempt in the calculation of ROP and MTF. A Title IV refund calculation will be completed and use the last date of attendance prior to the start of the LOA.

## Possible Effects of Leave of Absence

Students who are contemplating an LOA should be cautioned that one or more of the following factors may affect the length of time it will take the student to graduate.

- Students returning from a LOA are not guaranteed that the module required to maintain the normal progress in their training program will be available at the time of reentry
- They may have to wait for the appropriate module to be offered
- Financial aid may be affected
- The LOA could also affect the student's:
  - Loan repayment terms including the grace period
  - Rate of progress

- o Maximum time frame for completion

### **Effects of Leave of Absence on Satisfactory Academic Progress**

Students who are contemplating a leave of absence should be cautioned that one or more of the following factors may affect their eligibility to graduate within the maximum program completion time:

- Students returning from a leave of absence are not guaranteed that the course required to maintain the normal progression in their training program will be available at the time of re-entry.
- They may have to wait for the appropriate course to be offered.
- They will be required to repeat the entire course from which they elected to withdraw prior to receiving a final grade.
- Financial aid and/or tuition costs may be affected.

### **ADD/DROP POLICY (DEGREE PROGRAMS ONLY)**

Continuing students may register for classes prior to the start of the 12-week term. Once the term has started, students may add or drop courses during the add/drop period without academic penalty upon obtaining approval from Academic administration and the Student Finance office.

The taking of attendance of new and re-entering students who enroll during the add/drop period will begin the first scheduled class session following the student's enrollment. The add/drop period for full term (12-week) courses is the first 14 calendar days of the term, excluding holidays. For either the six-week 1 or six week 2 courses, the add/drop period is the first seven calendar days of the course, excluding holidays.

Students who enroll in a 12-week course during the add/drop period must attend class by the earlier of the 21st calendar day of the term or the 14th calendar day after enrollment, or be unregistered from the course. Students who enroll in 6-week courses during the add/drop period must attend class by the 14th calendar day of the 6-week course, or be dropped from the course.

### **IMPACT OF ADD/DROP ON FINANCIAL AID CALCULATION**

Adding or dropping a course may impact a student's enrollment status and the amount of financial aid for which the student is eligible. If the student adds or drops a course, Student Finance office will advise the student of the financial consequences. Student Finance Support and Student Accounts will process any adjustments to a student's charges or financing due to adding or dropping courses.

For 6-week 2 courses to be considered in the determination of a student's enrollment status for Pell grant purposes only, a student must register for the courses by the close of business on day 14 of the start of the full term (i.e., prior to the Census date).

### **UPDATE TRAINING**

On a space-available basis, a WyoTech graduate in good standing may return for an update training course in the program from which the student graduated at no additional tuition charge, provided the course or program is still offered and a seat is available. A graduate is considered to be in good standing if all school charges have been paid in full, and if the graduate was a recipient of Federal loans, the graduate is current in all loan obligations. A request for an update-training course must be addressed to the Registrar and approved by the Director of Education. Update-training is not valid for grade or certification purposes, and the student will not receive a transcript, grade, or attendance for the portion repeated.

### **STANDARDS OF SATISFACTORY ACADEMIC PROGRESS (SAP)**

Students must maintain satisfactory academic progress in order to remain eligible as regularly enrolled students and to continue receiving federal financial assistance. The accreditor and federal regulations require that all students progress at a reasonable rate toward the completion of their academic program. Satisfactory academic progress is measured by:

- The student's cumulative grade point average (CGPA)
- The student's rate of progress toward completion (ROP)
- The maximum time frame allowed to complete which is 150% of total number of credits in the program of study (MTF)

### **Evaluation Periods for Satisfactory Academic Progress**

Satisfactory academic progress is measured for all students at the end of each grading period (i.e., at the end of each term, module, phase, level, quarter, and payment period).

### **GPA and CGPA Calculations**

- The Grade Point Average (GPA) is calculated for all students. The GPA for each term and Cumulative Grade Point Average (CGPA) are calculated on courses taken in residence at WyoTech



- The GPA for each term is calculated by dividing the quality points earned that term by the total term cumulative credit hour for the GPA
- The CGPA is calculated by dividing the total cumulative quality points earned by the total cumulative credits attempted for the CGPA
- The number of quality points awarded for each course is determined by multiplying the points listed for each letter grade by the number of credits of the course
- The GPA equivalent of the calculated average is given in the table above

### Rate of Progress Toward Completion

The school catalog contains a schedule designating the minimum percentage or amount of work that a student must successfully complete at the end of each evaluation period to complete their educational program within the maximum time frame (150%). The Rate of Progress percentage is determined by dividing the number of credits earned by the number of credits attempted. Credits attempted include completed credits, transfer credits, withdrawals, and repeated courses. Non-credit remedial courses have no effect on the student's ROP.

### Maximum Time Frame to Complete

The maximum time frame for completion of all programs below the master's level is limited by federal regulation to 150% of the published length of the program. For a program measured in credits, MTF is 150% of the published length of the program, measured in credits. For a program measured in clock hours, MTF is 150% of the published length of the program, measured by the total number of clock hours in the program. All credit hours attempted, which include completed credits, transfer credits, withdrawals, and repeated classes, count toward the maximum number of credits allowed to complete the program. Non-credit remedial courses have no effect on the student's maximum time frame.

### Satisfactory Academic Progress Tables

108 Credit Hour Modular Program Total credit hours that may be attempted: 162 (150% of 108).				
Total Credit Hours Attempted	SAP Advising if CGPA is below	SAP Not Met if CGPA is below	SAP Advising if Rate of Progress is Below	SAP Not Met if Rate of Progress is Below
0-36	2.0	N/A	66.66%	N/A
37-72	2.0	1.0	66.66%	25.0%
73-108	2.0	1.5	66.66%	50.0%
109-144	2.0	1.85	66.66%	65.0%
145-162	N/A	<2.0 = Dismissal	N/A	<66.66% = Dismissal

109 Credit Hour Modular Program Total credit hours that may be attempted: 163 (150% of 109).				
Total Credit Hours Attempted	SAP Advising if CGPA is below	SAP Not Met if CGPA is below	SAP Advising if Rate of Progress is Below	SAP Not Met if Rate of Progress is Below
0-36	2.0	N/A	66.66%	N/A
37-72	2.0	1.0	66.66%	30.0%
73-109	2.0	1.5	66.66%	45.0%
110-146	2.0	1.85	66.66%	60.0%

### SAP Advising

SAP Advising is the period of time during which a student is advised and monitored for progress for the remainder of the term, if the student is at risk of falling below the required academic standards (CGPA, ROP, or MTF) for his or her program. During the SAP advising period, the student is eligible for financial aid. Academic advising will be documented using the **Academic Advising Form**. The form shall be kept in the student's academic file.

The Academic Dean/Director of Education (or designee) must provide a written notice of SAP Advising status. The following timelines apply for all students placed on SAP Advising status:

- Students must receive the notification by the third (3) business day of the subsequent module; and for linear programs, notifications must be received by the first day of the term.
- Must be advised within ten (10) calendar days after the module start. The (10) calendar days should exclude schedule breaks and Holidays.

### Financial Aid Warning

SAP is evaluated at the end of each term and all students with a cumulative grade point average (CGPA) and/or rate of progress (ROP) below the required academic progress standards as stated in the school's catalog will move into SAP NOT MET status. Students not meeting SAP and with a previous SAP status: SAP MET or SAP ADVISING will be issued FA Warning letter and be advised that unless they improve their CGPA and/or rate of progress toward completion, they may be withdrawn from their program and lose eligibility for federal financial aid.

### **Notification of Financial Aid Warning**

The Academic Dean/Director of Education (or designee) must provide the written notice of FA Warning status to all students with a previous SAP status: SAP Advising or SAP Met. The following timelines apply to all students receiving an FA Warning:

- Students must receive the notification by the third (3) business day of the next module; and
- Must be advised within ten (10) calendar days after the module start.

### **Financial Aid Probation**

At the end of each term following a SAP evaluation, students with an immediate SAP NOT MET status and who are SAP NOT MET again according to the academic progress standards stated in this catalog, will be notified with a SAP NOT MET letter indicating that they will be withdrawn unless they successfully appeal by written request within five (5) calendar days after the notification for modular programs and within seven (7) calendar days for linear programs in accordance with the Academic Appeals Policy.

### **Notification of Financial Aid Probation**

FA Probation is the term for which the student's appeal has been accepted and progress is monitored under an Academic Progress Plan. Students must be notified in writing of their probationary status within three (3) calendar days of the change in status in the student information system. During the period of FA probation students will continue to be eligible for financial aid.

While on FA probation, unless students improve their CGPA and /or rate of progress toward completion, in accordance with their Academic Progress Plan, they will be withdrawn from their program and become ineligible for further financial aid. All students on FA probation must be placed on an Academic Progress Plan. A student will remain on FA probation as long as he or she is meeting the requirements of his or her Academic Progress Plan when evaluated at the end of each evaluation period on the Plan.

### **Academic Progress Plan**

Students on FA Probation must agree to the requirements of an Academic Progress Plan (APP) as a condition of their FA probation. Each student shall receive a copy of his or her APP. A copy of each student's APP shall be kept in the student's permanent academic file.

The APP may extend over one (1) or multiple terms, as defined at the initiation of the APP. At the end of the first evaluation period on the APP, the student will meet with the Academic Dean/Director of Education (or designee)/Online Designee for an evaluation of progress of the plan's requirements. If on a single-term plan and the student has met the requirement(s) of the plan, the student must be in SAP Advising or SAP Met status, and the student's APP shall be considered fulfilled and closed. If on a multi-term plan and the student has met the requirement(s) of the first evaluation period, then new requirement will be set and the student will be placed manually into SAP Meeting APP Status and will adhere to the subsequent term requirements of the APP.

If at the end of any SAP evaluation period on the plan (APP) the student does not meet the plan's requirement(s), the student will receive a dismissal letter and will be dismissed from the program. Additionally, a student is deemed to have not met the plan's requirements by earning a failing grade ("F") in any course while on the APP.

Students who have violated their FA Probation and have been dismissed from a program are not eligible for readmission to that program if they have exceeded, or may exceed, the maximum time frame of completion until they re-establish appropriate Satisfactory Academic Progress standing.

### **Academic Appeals Policy**

SAP appeals must be made within five (5) calendar days of the date the student was notified of the violation.

Provided that the student can complete the program within the maximum time frame with the required minimum CGPA, a SAP appeal may be granted if the student demonstrates that s/he is sincerely committed to taking the steps required to succeed in their program and that their failure to maintain the required CGPA or ROP was caused by any of the following mitigating circumstances:

1. The death of a family member
2. An illness or injury suffered by the student
3. Special circumstances of an unusual nature which are not likely to recur

Note: Examples of documentation needed to appeal Satisfactory Academic Progress may include the following: death certificate, medical doctor's note, law enforcement report, loss of employment confirmation, etc.

Additionally, appeals must include a detailed statement of the reason why the student failed to make Satisfactory Academic Progress, and what has changed in the student's situation that will allow the student to demonstrate Satisfactory Academic Progress at the next evaluation period.

The Appeal Committee shall, as a condition of granting the appeal, require the student to develop an Academic Progress Plan in conjunction with the advisor and place the student on FA probation.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Georgia Nonpublic Postsecondary Education Commission at: 2082 East Exchange Place, Suite 220, Tucker, GA 30084-5305; (770) 414 3300; <http://www.gnpec.org>.

### **Evaluation of Progress**

At the end of each evaluation period encompassed by the APP, the student will meet with the Academic Dean/Director of Education (or designee) for an evaluation of progress of the plan's requirements. Determination of the student's success at meeting APP requirement(s) must be completed no later than the first (1<sup>st</sup>) calendar day of the module or term.

### **SAP Advising or SAP Met Status**

If the student has met the requirements of a one-term plan, the student must be in SAP Advising or SAP MET status and the student's APP shall be considered fulfilled and closed. The student will be provided with either a SAP Advising or Return to Academic Good Standing Letter. In the case of SAP Advising, the student will be advised with the Academic Advising form and will be FA eligible.

The Academic Dean/Director of Education (or designee) must provide a written notice of Return to Academic Good Standing or SAP Advising status. The following timelines apply for all students placed on SAP Advising status:

- Students must receive the notification by the third (3) business day of the subsequent module; and
- Must complete the Evaluation of Progress form within seven (7) calendar days after the notification.

### **SAP Not Met Status and/or Dismissal**

If on a multi-term plan, it is likely the student will remain SAP NOT MET for the second (and ensuing) evaluation periods. At the end of each evaluation period, the student will be notified, evaluated for progress, and if the APP requirements are met, will be manually assigned SAP Meeting APP status and continue on the APP. New requirements for the second (or ensuing) evaluation period will be defined using the Evaluation of Progress form.

The Academic Dean/Director of Education (or designee) must provide a written notice of SAP NOT MET status. The following timelines apply for all students placed on SAP NOT MET status:

- Students must receive the notification by the third (3) business day of the subsequent module; and
- Must complete the Evaluation of Progress form within seven (7) calendar days after the notification.

If the student does not meet the Plan's requirements at the end of an evaluation period, the student will be dismissed from the program. If the student has not met the benchmark, the student must be dropped with the correct DOD (no later than second calendar day of module or term). The student must be notified of dismissal no later than the second calendar day of module or term.

**NOTE: If the student has make-up work, and the campus is willing to accept it, it must be completed within four (4) calendar days of grades being entered (as long as this doesn't extend beyond ten (10) calendar days after mod- or term-end), or the student must be dropped with the correct DOD.**

### **SAP Re-Entry**

Students who have violated FA Probation and have been dismissed shall not be readmitted if they cannot complete the program within the maximum time frame or re-establish appropriate Satisfactory Academic Progress (SAP) standing.

### **Retaking Passed Coursework**

Students in degree programs may repeat a previously passed course one time. Students in diploma programs may not retake previously passed coursework unless the student has successfully passed all classroom modules. Each repeated attempt counts in the calculation of the students' rate of progress and maximum time frame. All repeated courses will appear on the student's transcript, but only the highest grade earned will be included in the calculation of their cumulative grade point average.

### **Retaking Failed Coursework**

Students must repeat all failed courses that are required for graduation from the program. Failed courses may be repeated more than twice, so long as repeating the coursework does not jeopardize the students' maximum time frame of completion. Students may not exceed three attempts of prerequisite modules in diploma programs. Each attempt counts in the calculation of the students' rate of progress and successful completion percentages. All repeated coursework will appear on the student's transcript, but only the highest grade earned will be included in the calculation of their cumulative grade point average.

Veterans Affairs (VA) students are not eligible for VA funding for repeating passed coursework.

## **Application of Grades and Credits**

- Grades A through F are included in the calculation of CGPA and are included in the Total Number of Credit Hours Attempted
- Transfer credits (TR) are not included in the calculation of CGPA but are included in the Total Number of Credit Hours Attempted and Earned in order to determine the required levels for CGPA and rate of progress
- For calculating rate of progress, F grades and W grades are counted as hours attempted but are not counted as hours successfully completed
- When a course is repeated, the higher of the two grades is used in the calculation of CGPA, and the total credit hours for the original course and the repeated course are included in the Total Credit Hours Attempted (in the SAP charts) in order to determine the required rate of progress level. The credit hours for the original attempt are considered as not successfully completed
- When a student transfers between programs, all attempts of courses common to both programs are included in the CGPA and are ROP of the new program
- Students graduating from one program and continuing on to another will have all successfully completed courses common to both programs included in the SAP calculations of the new program. Courses not in the new program, including grades of W or F, are excluded from all SAP calculations

## **Transfer Credit**

Students may receive transfer credit for courses taken at another school. Courses for which a student receives transfer credit are counted as attempted and successfully completed for purposes of satisfactory academic progress. As a result, courses for which a student receives transfer credit provide the student with advanced standing, which is applied to the student's progress in calculation of the percentage of maximum time frame for the program that the student has completed. For instance, if a student enrolled in an 108 credit hours program (with a maximum time frame of 162 credit hours) receives 18 credit hours of transfer credit and completes 18 credit hours in the first term of enrollment, the student will be evaluated as a student who has passed the 25% point of the program ( $36/108 = 33.3\%$ ) at the end of the first term. However, if a student receives 36 credit hours of transfer credit and will complete 18 credit hours at the end of the first term, the student will be evaluated as a student who is at the midpoint (50% point) of the program ( $54/108 = 50\%$ ).

When a student transfers from or completes one program at the school and enrolls in another program, and all courses completed in the original program are acceptable for credit in the new program, all courses attempted and grades received in the original program are counted in the new program for calculation of the student's satisfactory academic progress in the new program. When a student transfers from or completes one program at the school and enrolls in another program at the school and all courses completed in the original program are NOT accepted for credit in the new program, all attempts for courses taken in the original program that are part of the new program will be counted in the calculation of the student's satisfactory academic progress upon entry into the new program and the grades for the courses that are a part of the new program that were taken at the same institution will be used in the student's CGPA calculation.

## **SATISFACTORY ACADEMIC PROGRESS FOR STUDENTS RECEIVING VETERANS AFFAIRS BENEFITS**

### **Previous Credit for Veterans Affairs Beneficiaries**

All Veterans Affairs beneficiaries are required to disclose prior postsecondary school attendance and provide copies of transcripts for all postsecondary education and training. Upon enrollment, the school will request and obtain official written records of all previous education and experience, grant credit where appropriate, and advise the Veterans Affairs claimant and the Department of Veterans Affairs in accordance with VA regulations.

### **Make-Up Assignments**

Make up work and assignments may not be certified for veteran students for Veterans Administration pay purposes.

### **Maximum Time Frame for Veteran Students**

The maximum time frame for veteran students to receive veteran benefits is the standard length of the program, not time and a half. Students funded by the Veterans Administration must complete their programs within the program's standard time frame in order to receive veteran benefits. A veteran student may not be funded for benefits following the standard program length.

### **Veterans Academic Probation**

A veteran student who fails to meet the minimum standards of satisfactory academic progress as stated in the institutional policy is automatically placed on academic probation for one grading period. Any change in enrollment status, including when a veteran is placed on academic probation, changes schedules, terminates, or is dismissed

from training, will be reported to the Veterans Administration. The school retains documentation of probation in a student's file. Students on academic probation may be required to participate in tutoring sessions outside class hours as a condition to continued enrollment. At the end of a probationary period, a student's progress is re-evaluated. If the student has met minimum standards for satisfactory academic progress and any written conditions of probation that may have been required, the student is removed from probation and returned to regular student status. A veteran who fails to regain satisfactory academic progress status after one grading period will be treated as all other students under the institutional policy described above, with one exception. A veteran who fails to meet satisfactory academic progress status following one grading period on probation will be reported to the Veterans Administration and their benefits will be terminated.

**Veterans Reinstatement after Successful Appeal of Termination**

A student who successfully appeals termination from the school due to failure to maintain satisfactory academic progress may be reinstated. A reinstated student enters under an extended probationary period. This probationary period will extend for one grading period, after which a student must meet minimum standards of satisfactory progress to remain in school. Once the school determines that a student is reinstated, the Department of Veterans Affairs will be notified and benefits will be reinstated.

**Student Academic Appeals Policy**

A student may submit an appeal based on one of three adverse determinations:

- Attendance policy violation
- Satisfactory Academic Progress (SAP) violation or
- Final grade(s).

Formal academic appeals must be submitted within five calendar days of the date the student is considered to have received notice of the adverse determination.

Appeals must include a completed, dated and signed Academic Appeal form and a letter from the student that includes the:

- Specific academic decision at issue and
- Resolution sought by the student.

A SAP or Attendance violation appeal must include an explanation of the circumstances that:

- Led to the violation and
- Will improve achievement going forward.

For a final grade appeal, the student will include the informal steps taken to address the disagreement.

Once a formal appeal is filed, the campus will take no action regarding the adverse academic decision, and financial aid disbursements will be suspended until the appeal process is concluded.

The appeal committee decision is final and no further appeals for the same adverse academic decision are permitted. If the appeal is denied, the date of determination is the date of the adverse academic decision after which the student will not be charged for any attendance.

**Attendance Requirements for Students Receiving Veterans Administration Benefits**

For Veteran students who **have not** previously been dismissed from the program for violating the attendance policy, the following rule shall apply:

**Transportation Programs**

Hours	Action Taken
Student absent six percent of scheduled classroom hours in a term/phase (6%)	Attendance Warning Letter sent
Student absent ten percent of scheduled classroom hours in a term/phase (10%)	Dismissed from the program

For Veteran students who **have been** dismissed for violating the attendance policy, or would have been dismissed but for a successful appeal, the following rule shall apply:

**Transportation Programs**

Hours	Action Taken
Student absent six percent of remaining scheduled classroom hours in a term/phase (6%)	Attendance Warning Letter sent
Student absent ten percent of remaining scheduled classroom hours in a term/phase (10%)	Dismissed from the program

The Veterans Administration (VA) requires that students receiving funds based on their enrollment in school complete their course of studies in the standard length of the program. In order to meet this requirement, students

must attend class on a regular basis. The VA requires that it be notified when a veteran student's enrollment status changes; such notification may result in the termination of veteran benefits. All dismissals and successful appeals by students funded through the VA shall be reported to the VA by the certifying official for the school.

### **Assignment/Test Grades**

Students who disagree with an assignment/test grade should discuss it with the instructor upon receipt of the grade. Assignments/test grades are reviewed at the instructor's discretion. If the instructor is not available, the matter should be discussed with the Department Coordinator. Only final course grades are eligible for appeal.

### **Final Course Grades**

Final grade appeals must be submitted by the:

- Eighth calendar day of the subsequent module for Diploma programs; and
- Sixth calendar day of the subsequent term for Degree programs.

A final grade appeal may be approved, and the grade corrected, if it is determined that the final grade was influenced by any of the following:

- A personal bias or arbitrary rationale
- Standards unreasonably different from those that were applied to other students
- A substantial, unreasonable, or unannounced departure from previously articulated standards or
- The result of a clear and substantial mistake in calculating or recording grades or academic progress.

A student may appeal more than one final grade while active in a program.

Only final grades are eligible for appeal. Assignment/test grades are reviewed at the instructor's discretion, consistent with the grade policy and syllabus guidelines.

### **Attendance Violation Appeals**

Attendance violation appeals must be submitted within five calendar days after the date of violation. For an attendance appeal to be considered the student must maintain perfect attendance while the appeal is pending. Depending on the type of violation, the student must:

- Percentage Absence (program or term) - post positive attendance ("present") within five calendar days of the date of violation and
- Consecutive Day Absence - post positive attendance the next scheduled class session after the violation (for an online course, post attendance by the Sunday date immediately following the date of violation).

Violations occurring at the end of the degree term when there is no opportunity to attend until the next term are not subject to these requirements.

Subject to applicable state requirement, an attendance appeal may be granted if the student demonstrates that the absence was caused by:

- Death of a family member
- Illness or injury suffered by the student or
- Special circumstances which are not likely to recur.

A student may be eligible for more than one attendance violation appeal while active in a program.

The Appeal Committee may, as a condition of granting the appeal, require the student to make up assignments and develop an Academic Advising Plan in conjunction with his or her advisor.

### **Satisfactory Academic Progress (SAP) Violation Appeals**

SAP appeals must be submitted by the:

- Eighth calendar day of the subsequent module for Diploma programs and
- Sixth calendar day of the subsequent term (by the fourteenth calendar day if there is no break week) for Degree programs.

A SAP appeal may be granted if the student is able to complete the program within the maximum time frame allowed and with the required minimum cumulative grade point average (CGPA). The student must also demonstrate that the failure to maintain the required CGPA or rate of progress (ROP) was caused by:

- Death of a family member
- Illness or injury suffered by the student or
- Special circumstances which are not likely to recur.

If the SAP appeal is approved, the student must agree to meet the requirements of an Academic Progress Plan (see Satisfactory Academic Progress and Retaking Coursework Policy).

The Appeal Committee shall, as a condition of granting the appeal, require the student to develop an Academic Progress Plan in conjunction with the student's advisor and place the student on FA probation.

**COMPARATIVE INFORMATION**

Comparable program information relating to tuition charges and program length may be obtained by contacting the Accrediting Commission of Career Schools and Colleges, 2101 Wilson Boulevard, Suite 302, Arlington, VA 22201, (703) 247-4212.

**SUCCESS OF THE STUDENT**

The student's individual success or satisfaction is not guaranteed and is dependent upon the student's individual efforts, abilities, and application to the requirements of the school.

**CANCELLATION OF CLASSES/COURSES & PROGRAM CHANGES****Insufficient Enrollment**

The school reserves the right to cancel any course or program for which there is insufficient enrollment.

**Alterations**

The school reserves the right to change course curricula, schedules, prerequisites, and requirements.

**STUDENT AWARDS**

Awards for outstanding achievement are presented to deserving students based on performance and faculty recommendations. Graduates find that these awards can be assets when they seek future employment. The Education Department can provide information regarding the specific awards presented.

**GRADUATION CEREMONIES**

Parents, relatives, and friends from all over the United States are invited to attend the WyoTech graduation ceremonies. These ceremonies represent the culmination of your training at WyoTech. This is a formal commencement and awards ceremony in which graduates are honored for their hard work and academic achievement.

# ADMINISTRATIVE POLICIES

## CODE OF STUDENT CONDUCT – GENERAL

### Generally

WyoTech seeks to create an environment that promotes integrity, academic achievement, and personal responsibility. All WyoTech schools should be free from violence, threats and intimidation, and the rights, opportunities, and welfare of students, faculty, staff, and guests must be protected at all times.

To this end, WyoTech Code of Student Conduct sets forth the standards of behavior expected of students as well as the process that must be followed when a student is accused of violating those standards. Reasonable deviations from the procedures contained herein will not invalidate a decision or proceeding unless, in the sole discretion of the School, the deviation(s) significantly prejudice the student.

The Campus Director (or designee) is responsible for appropriately recording and enforcing the outcome of all disciplinary matters.

### Conduct Affecting On-Campus Safety

WyoTech will take all appropriate actions to protect the safety and security of our campus community. Every student has the right to fair and reasonable treatment. No one may be excluded on the basis of disability, race, ethnicity, national origin, creed, gender, age, sexual orientation, economic status, or other protected status. A student whose conduct threatens property or the health/safety of any person may be immediately suspended. Examples of such conduct may include:

- Possessing alcohol or other intoxicants, drugs, firearms or other weapons, explosives, dangerous devices, or dangerous chemicals on school premises
- Theft
- Vandalism or misuse of the school's or another's property
- Harassment or intimidation of others, including bullying or cyberbullying
- Endangering yourself or others, infliction of physical harm
- Any other behavior deemed inappropriate by the school

### Copyright Policy

It is the intention of WyoTech to strictly enforce a policy of zero tolerance for copyright violations and to comply with all applicable laws and regulations. Any student who engages in the unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, is subject to sanctions under the Code of Student Conduct. Additionally, a person found to have committed a copyright violation may be liable for up to \$150,000 for each separate act of infringement, and may be subject to criminal prosecution. A person may be held liable even if he or she was unaware that they were violating the law.

### Conduct Affecting Student Learning

Disciplinary action, including suspension/dismissal, may be initiated against any student based upon reasonable suspicion of involvement to commit any of the following:

- Cheating, plagiarism, fabrication or other forms of academic dishonesty
- Falsifying, or altering documents; misusing documents, funds, or school property
- Disruptive actions, including:
  - Use of cell phones or other electronic devices for voice or text communication in the classroom, unless permitted by the instructor
  - Use of any device to make an audio, video, or photographic record of any person while in class, on campus, at off-campus sponsored activities or events, and housing without that person's prior permission
- Failure to comply with school policies or directives
- Any action that interferes with the learning environment or the rights of others

While students have the right to freedom of expression, including the right to dissent, protest, or articulate exception to the material and assessments offered in any course, this expression cannot interfere with the rights of others, hinder instruction, or disrupt the process of the school. Students have a responsibility to express ideas in a safe and respectful manner.

### Violations of Local, State, Provincial, or Federal Law

WyoTech students are expected to comply with all local, state, provincial, and federal laws and violations of those laws may also contribute a violation of this code. While a criminal charge does not mean that the student is guilty of an offense, such a charge does mean that civil authorities have determined that there is at least probable cause to believe that an offense was committed and that the student committed it. In such instances, the Campus



Director (or designee) may conduct an inquiry and/or proceed with disciplinary action under this code independent of any criminal proceeding.

### **Limitations on Students with Pending Disciplinary Matters**

Any student with a pending disciplinary matter shall not be allowed to:

- Graduate or participate in graduation ceremonies; or
- Engage in any other school-related activities determined by the school

Additionally, if a student withdraws from school at any point during the disciplinary process, the student is not eligible for readmission or transfer to another campus prior to resolving the outstanding disciplinary issue. Disciplinary matters are addressed in accordance with written policies and procedures and follow accreditor standards and expectations.

### **Inquiry by the Campus Director**

If the Campus Director (or designee), in his or her sole discretion, has reason to believe that a student has violated the Code of Student Conduct, the Campus Director (or designee) shall conduct a reasonable inquiry and determine an appropriate course of action. If the Campus Director (or designee) determines that a violation has not occurred, no further action shall be taken.

### **Conduct That Does not Result in Suspension or Dismissal**

If the school determines that the student's behavior may have violated this Code, but does not warrant a suspension or dismissal, the school will promptly provide the student with a written warning. Multiple written warnings may result in a suspension or dismissal.

### **Conduct Resulting in Suspension or Dismissal**

If the school determines that a student's behavior should result in a suspension or dismissal, the school will promptly provide the student with a written notice of:

- The conduct resulting in the suspension or dismissal;
- The specific penalty being imposed;

The student's right to submit a written appeal within five calendar days following the date of the school's suspension or dismissal determination

## **SANCTIONS**

Sanctions should be commensurate with the nature of the student's conduct. All sanctions imposed should be designed to discourage the student from engaging in future misconduct and whenever possible should draw upon educational resources to bring about a lasting and reasoned change in behavior.

**Suspension** – A sanction by which the student is not allowed to attend class for a specific period of time. Satisfactory completion of certain conditions may be required prior to the student's return at the end of the suspension period. During a period of suspension, a student shall not be admitted to any other Zenith school.

**Note: Student absences resulting from suspension shall remain in the attendance record regardless of the outcome of any disciplinary investigation or the decision of the Student Conduct Committee.**

**Dismissal** – A sanction by which the student is withdrawn from school. Such students may only reapply for admission with the approval of the Campus Director.

**Note: Students dismissed for violations of this code remain responsible for any outstanding balance owed to the school.**

Examples of conditions the school may require a student to complete prior to returning from a suspension or dismissal:

- Community Service and/or participation in education program
- Research assignments or special projects
- Behavioral contracts
- The loss of specific privileges (e.g., loss of automobile privileges on school premises, restricted access to computer lab, or automotive machinery)
- Reimbursement or restitution for property damage
- Referral to receive outside counseling services
- Removal from school sponsored housing.

## **ACADEMIC DISHONESTY**

Any form of deception in the completion of assigned work is considered a form of academic dishonesty. This includes, but is not limited to:

- Copying another's work from any source

- Allowing another to copy one's own work whether during a test or on an assignment
- Any attempt to pass off the work, data, or creative efforts of another as one's own
- Knowingly furnishing false information about one's academic performance to the school

One or more of the sanctions listed below may be imposed for academic dishonesty:

- A reduction in grade on the assignment on which the violation occurred
- No credit on the assignment, paper, test, or exam on which the violation occurred
- A failing grade for the course
- Suspension or Dismissal from the school

## ANTIHAZING POLICY

Everest Florida Colleges, Institutes and Universities, and WyoTech (collectively "the schools") have adopted the following policy:

Hazing, whether conducted on campus or off campus, is strictly prohibited by the schools. Violation of this policy by a student may subject the student to fines, the withholding of diplomas or transcripts pending compliance with the rules or pending payment of fines, probation, suspension, or dismissal. Violation of this policy by an organization may subject the organization to rescission of permission for it to operate at the schools.

For purposes of this policy, "hazing" means any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student for purposes including, but not limited to, initiation or admission into or affiliation with any organization operating under the sanction of a postsecondary institution. "Hazing" includes, but is not limited to, pressuring or coercing the student into violating state or federal law, any brutality of a physical nature, such as whipping, beating, branding, exposure to the elements, forced consumption of any food, liquor, drug, or other substance, or other forced physical activity that could adversely affect the physical health or safety of the student, and also includes any activity that would subject the student to extreme mental stress, such as sleep deprivation, forced exclusion from social contact, forced conduct that could result in extreme embarrassment, or other forced activity that could adversely affect the mental health or dignity of the student. Hazing does not include customary athletic events or other similar contests or competitions or any activity or conduct that furthers a legal and legitimate objective.

The schools do not accept as defenses to a hazing charge against a student or organization that: (1) consent of the victim has been obtained; (2) the hazing was not part of an official organizational event or was not otherwise sanctioned or approved by the organization; or (3) the hazing was not done as a condition of membership to an organization.

## CODE OF STUDENT CONDUCT - WYOTECH

Each student, while in attendance at WyoTech, is expected to display the highest degree of ethical and professional conduct. All WyoTech employees are allowed to enforce the Code of Student Conduct. The following actions are violations of the Code of Student Conduct:

1. **Dishonesty:** willfully or knowingly lying, cheating academically, claiming the work of others or giving any type of false information to the campus.
2. **Controlled Substances and Associated Paraphernalia:** the possession, use, sale or distribution of controlled substances and/or paraphernalia while on WyoTech property or at any school-sponsored event. The student may be subject to prosecution by local law enforcement agencies and parent/guardian may be notified. Drug testing may be required in cases of reasonable suspicion of drug use, as per the student's consent upon enrollment.
3. **Alcohol:** the possession, consumption, distribution, or being under the influence of alcohol while on WyoTech-controlled property or at any school sponsored event. Students may also be subject to prosecution by local law enforcement agencies and your parent/guardian may be notified. Testing may be required in cases of reasonable suspicion of alcohol use.
4. A campus-approved WyoTech baseball-style cap with the bill facing forward may be worn in the labs. No other headwear may be worn while in WyoTech training facilities.
5. **Theft and Vandalism:** the theft, possession of stolen property, or vandalism of property to include school, housing, customer, staff, resident, or other students' property.
6. **Unsafe Conduct:** students will observe all EPA/DEQ safety regulations, eye and hearing/ear protection in designated areas, the safety of others, and adhere to the proper use of tools, equipment, and motorized vehicles.
7. **Threatening Behavior/Physical Assault:** involvement in hazing, or threatening the physical safety and comfort of others, or display of violence that results in physical contact.
8. **Inappropriate Email Communications:** abusive, threatening, or otherwise inappropriate email communications.
9. **Weapons:** students will not possess, or have in vehicles, firearms, ammunition, explosives, knives, or weapons of any kind on WyoTech-controlled property.
10. **Disorderly Conduct:** behaving in a manner which disturbs the peace of others or disrupts, interferes or prevents a staff member from performing their duties.

11. **Aiding and Abetting:** assisting, encouraging, or inciting others in any violation of regulations. This includes the withholding of information.
12. **Harassment:** any unwelcome action whether physical, verbal, or nonverbal, that is intimidating, hostile, or creates an offensive environment.
13. **Sexual Assault:** the use of force or threat of force to engage a person in sexual activities without person's willing consent.
14. **Tobacco Use:** allowed in designated areas only.
15. **Unauthorized Entry:** entering or attempting to break and enter into any locked or unauthorized room, building, storage area, vehicle, computer, or data storage device.
16. **Student Electronic Equipment:** non-educational electronic equipment (cameras, pagers, iPods, etc.) is not allowed in WyoTech training areas, unless approved by the Director of Education/Campus Director.
17. **Student Cellular Policy:** Use of cell phones, etc. in the classrooms and labs is prohibited.
18. **Public displays of affection:** are not allowed on campus, WyoTech training areas, or facilities.
19. **Discrimination:** any verbal or nonverbal discrimination towards any individual or group.
20. **Computer, Internet, and Network Use:** use of school computers, internet, and networks in a manner that constitutes a violation of the WyoTech Code of Student Conduct or local, state and federal law, endangers system integrity, or accesses sites containing inappropriate content.
21. **Recreational activities:** are not allowed on campus property, except with express permission of the Campus Director / Director of Education.
22. **Violations of the WyoTech Appearance Code:** students must abide by the specific appearance policy for the student's program.
23. **Punctuality:** students missing 29 minutes or less of a class period will incur a punctuality infraction. Students receiving 10 punctuality infractions may be suspended.

**The Student:**

1. Will abide by all school policies, rules, and regulations.
2. Will abide by all local, state, and federal laws.
3. Will assist other students with clean-up of shop, lab, classroom, and all other areas.
4. Will abide by all conditions of school warnings, probation, evictions, or suspensions/dismissals.

**Appearance Code**

The WyoTech Student Appearance Code works to provide an atmosphere to enhance the professional development of our students, to prevent disruption of the learning process, and to further prevention of safety hazards. The following are the minimum standards while on the WyoTech campus:

**All WyoTech students will abide by the following:**

1. A school uniform shall be properly worn on campus during school operating hours. Solid color work pants shall be worn in an appropriate manner at the natural waistline (above the hips) and with a belt.
2. The shirt is to be worn buttoned with the exception of the top button/snap. Shirrtails must be tucked into the pants. Sweaters or other shirts, if worn, must be worn underneath the uniform shirt. Hooded sweatshirts or hooded jackets shall not be worn in the shop. Coats may not be worn in the classroom unless specifically approved by the instructor. Clothing must be clean with no holes, tears, or frayed edges. No article of clothing shall have pictures, emblems, and/or messages that are lewd, offensive, vulgar, and obscene or might otherwise cause disruption.
3. Hair shall be kept clean to provide a neat, well-groomed appearance. Long hair must be tied back and long beards must be contained in labs around machinery. Hair must be a natural color--No "unnatural" hair color allowed.
4. A campus-approved WyoTech baseball-style cap, with the bill facing forward, may be worn in the labs. No other headwear may be worn while in WyoTech training facilities.
5. Personal cleanliness must be observed and maintained at all times.
6. WyoTech student ID is required to be carried and properly displayed at all times and must be surrendered to a staff or faculty member upon request.
7. Animals such as dogs, cats and other pets are not allowed on campus, except for trained service animals as defined in the Americans with Disabilities Act of 1990.

**Applied Service Management students will abide by the following:**

1. An ASM uniform shirt or a plain white button-down dress shirt must be worn (either long-sleeved or short-sleeved). Shirrtails must be tucked into the pants. T-shirts may be worn underneath the white shirt provided the sleeves do not extend past the sleeve length of the white dress shirt and the t-shirt is plain white, with no writing or pictures of any kind on the t-shirt.
2. A professional style tie must be worn each day upon arrival into WyoTech facilities. Ties must be kept on throughout the day, with the tie knot fully cinched and the collar buttoned.

3. Solid color work pants worn with a belt are required. Dress pants, Dockers-style pants, and khaki pants are recommended. Cargo-style pants or pants with side pockets, denim, canvas duck and Levi style pants are all prohibited.
4. Professional work-style boots or shoes must be worn. No athletic style shoes or sandals are permitted.
5. Hats or any other headwear are not permitted in ASM facilities.
6. Females will follow the same guidelines of white shirt and khaki or dress pants or knee length skirt or dress. White collared shirts must be kept tucked in, and only the top button may be kept unbuttoned; ties are not mandatory for females.
7. Coats may not be worn in the classrooms or labs. Sweaters, vests, or fleece pullovers may be worn as long as the knot of the tie can still be seen. Hooded sweatshirts, athletic wear or logos (other than "WyoTech" logo) are prohibited in the classrooms and computer labs.
8. Leatherman style tools, large key chain clips, and chain wallets/belts are also prohibited.

**Students attending all other courses will abide by the following:**

1. A WyoTech uniform shirt and solid color work pants with professional work-style boots must be worn. The shirt is to be worn buttoned with the exception of the top button/snap. Shirrtails must be tucked into the pants. Sweaters or other shirts, if worn, must be worn underneath the uniform shirt. Hooded sweatshirts or hooded jackets shall not be worn in the classroom or shop. Coats may not be worn in the classroom unless specifically approved by the instructor.

**ACADEMIC, ATTENDANCE AND CONDUCT PENALTIES**

1. Warning: a verbal warning that implies that further violations will result in more serious consequences.
2. Withdrawal/Suspension: the immediate withdrawal of the student from the school. Withdrawal/Suspension notification will be in writing notifying the student of the reason(s) for withdrawal.
3. Dismissal: the immediate permanent withdrawal of the student from the school. Dismissal notification will be in writing and will indicate the reason(s) for the dismissal.

**STATEMENT OF NON-DISCRIMINATION**

WyoTech does not and will not discriminate on the basis of race, color, religion, age, disability, sex, pregnancy (including childbirth, false pregnancy, termination of pregnancy, and recovery therefrom), sexual orientation, national origin, citizenship status, gender identity or status, veteran status, actual or potential parental, family or marital status in the administration of its educational and admissions policies, scholarship and loan programs, or other school-administered programs. For information on discrimination-related grievances, please see the Discrimination Grievance Procedures section.

**CIVIL RIGHTS COMPLIANCE**

WyoTech complies with federal laws including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964, all as amended from time to time. The Campus Director has been designated as the Civil Rights Coordinator and will coordinate the efforts of WyoTech to comply with all relevant civil rights laws. Inquiries should be directed to this person at the campus contact information located in this catalog.

**DISABILITY ACCOMMODATION PROCEDURE**

WyoTech's disability accommodation procedure is a collaborative and interactive process between the student and the Civil Rights Coordinator. The student will meet with the Civil Rights Coordinator on campus to request and submit an Accommodation Request form and discuss disability related needs. The Civil Rights Coordinator is available to the student to assist with questions and provide assistance in filling out the Accommodations Request form. The student will provide a completed Accommodations Request form and documentation of their medical condition to the Civil Rights Coordinator for review. The documentation of a medical condition may be from a licensed medical doctor, psychologist, audiologist, speech pathologist, registered nurse, licensed clinical social worker, marriage and family therapist, rehabilitation counselor, physical therapist, learning disability specialist, or other appropriate health professional. This documentation should verify the medical condition and suggest appropriate accommodations for the student. Once the student has self-disclosed a disability and it has been verified and appropriate accommodation(s) suggested the Campus Director (the Civil Rights Coordinator) will work with the student to determine how the accommodation(s) can be provided. The accommodation(s) will depend on the needs of the particular student and the accommodation(s) suggested or recommended, and can include but are not limited to the following examples: extended time on exams, quiet environment for testing, a reader for exams, oral exams, note taker/faculty notes, Ebooks/Software reader, and ASL interpreter.

If the request for an accommodation is denied, the student is informed of their right to appeal the decision and the necessary steps to file an appeal. To file an appeal the student should supply documentation and/or other evidence to substantiate the need for the denied accommodation(s). The evidence is submitted to the Civil Rights Coordinator with a new accommodation form marked appeal.

## **DISCRIMINATION GRIEVANCE PROCEDURES**

A student initiates the Discrimination Grievance Procedure by contacting the Civil Rights Coordinator for all disability-related complaints and all other complaints alleging discrimination carried out by employees, other students, or third parties. The Civil Rights Coordinator and Campus Director can be reached at the campus contact information located in this catalog. A student's participation in any informal resolution procedures is voluntary and he/she may pursue this formal grievance procedure at any time. The Civil Rights Coordinator or Campus Director or his/her designee will explain the complaint procedures and assist the student in filing a complaint. The complaint need only be a written letter containing allegations that specifically identify the discriminatory conduct, the person(s) who did it, and all witnesses the student believes can support the allegations. A complaint should be made as soon as the student believes he/she has been discriminated against, but no later than within 180 days of the date that the alleged discrimination occurred, or the date on which the student could reasonably have learned of the discrimination.

When a complaint is filed, the Civil Rights Coordinator or Campus Director or his/her designee begins an investigation within 14 days. The student, the accused, and any witnesses they identify are interviewed. Any relevant documents identified by these persons are reviewed. Within 45 days of the complaint, the Civil Rights Coordinator or Campus Director or his/her designee will inform the student and accused in writing of sufficient or insufficient evidence to confirm the student's allegations, state the key facts, reasons why that conclusion was reached, and outline any proposed resolution or corrective action if applicable, subject to any applicable privacy constraints. The student is also notified of the right to appeal the investigation conclusion. An appeal must be made in writing to the Director of Academic Services, who may be reached at the Student Help Line number or email address below within 15 days of receiving notice about the investigation conclusion. Within 15 days of receiving the appeal, the Director of Academic Services will review the matter and provide a decision in writing.

Complaints are investigated in a manner that protects the privacy and confidentiality of the parties to the extent possible. No employee or agent of the School may intimidate, threaten, coerce or otherwise discriminate or retaliate against any individual because he or she has filed a complaint or participated in the complaint resolution process. If a student believes any such retaliation has occurred, a complaint of retaliation should be filed according to the procedure described above. WyoTech makes every effort to prevent recurrence of any finding of discrimination and corrects any discriminatory effects on the grievant and others, if appropriate.

If the Civil Rights Coordinator or Campus Director is the subject of the grievance, the student should contact the Student Services Manager at the Student Help Line at (800) 874 0255 or via email at [StudentServices@zenith.org](mailto:StudentServices@zenith.org). The Student Helpline in consultation with the appropriate Academic Services team member(s) will provide guidance to the student for initiating and submitting their grievance in writing to [StudentServices@zenith.org](mailto:StudentServices@zenith.org).

## **STUDENT GRIEVANCE PROCEDURE**

You may bring a complaint against the School and initiate the School's Internal Dispute Resolution procedure by filing a written complaint with your academic advisor. The academic advisor will attempt to provide a decision or resolution within 15 days. If you are not satisfied with your academic advisor's resolution of your complaint, you may appeal his/her decision to the Campus Director. You may then appeal the President's decision to the Provost of Zenith Education Group. If you are not satisfied with the outcome of the internal dispute procedure, you have the option of submitting your claim to arbitration pursuant to the School's Dispute Resolution Policy that was provided at the time of enrollment. You may also obtain a copy of the Internal Dispute Resolution Policy from your academic advisor. You may also, or alternatively, contact the Student Helpline at any time, at (800) 874-0255 or email at [studentservices@zenith.org](mailto:studentservices@zenith.org).

If a student feels that the School has not adequately addressed a complaint or concern, the student may also consider contacting the Accrediting Commission of Career Schools and Colleges. All complaints considered by the Council must be in written form, with permission from the complainant(s) for the Council to forward a copy of the complaint to the school for a response. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Council. Please direct all inquiries to:

Accrediting Commission of Career Schools and Colleges,  
2101 Wilson Boulevard, Suite 302,  
Arlington, VA 22201, (703) 247 4212,  
[www.accsc.org](http://www.accsc.org)

Students may also contact and file a complaint with the state's agency and Wyoming Attorney General's Office at the following mailing addresses:

Commission for Independent Education  
325 W. Gains Street, Suite 1414  
Tallahassee, FL 32399-0400  
850-245-3200

Office of the Attorney General  
PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Ph: (850) 414-3990  
Toll Free within Florida: (866) 966-7226  
Website: <http://myfloridalegal.com>

## **ACADEMIC APPEALS POLICY**

SAP appeals must be made within five (5) calendar days of the date the student was notified of the violation.

Provided that the student can complete the program within the maximum time frame with the required minimum CGPA, a SAP appeal may be granted if the student demonstrates that s/he is sincerely committed to taking the steps required to succeed in their program and that their failure to maintain the required CGPA or ROP was caused by any of the following mitigating circumstances:

1. The death of a family member
2. An illness or injury suffered by the student
3. Special circumstances of an unusual nature which are not likely to recur

Note: Examples of documentation needed to appeal Satisfactory Academic Progress may include the following: death certificate, medical doctor's note, law enforcement report, loss of employment confirmation, etc.

Additionally, appeals must include a detailed statement of the reason why the student failed to make Satisfactory Academic Progress, and what has changed in the student's situation that will allow the student to demonstrate Satisfactory Academic Progress at the next evaluation period.

The Appeal Committee shall, as a condition of granting the appeal, require the student to develop an Academic Progress Plan in conjunction with the advisor and place the student on FA probation.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Georgia Nonpublic Postsecondary Education Commission at: 2082 East Exchange Place, Suite 220, Tucker, GA 30084-5305; (770) 414 3300; <http://www.gnpec.org>.

## **STUDENT ADVISING**

Students' educational objectives, grades, attendance, and conduct are reviewed on a regular basis. Students will be notified if their academic standing or conduct is unacceptable. Failure to improve academic standing or behavior may result in further action. Academic advising is provided for students who are experiencing difficulties with their coursework. Students are encouraged to seek academic assistance through the Education Department.

## **POLICY AND PROGRAM CHANGES**

The school catalog is current as of the time of printing. The school reserves the right to make changes in organizational structure, policy and procedures as circumstances dictate. This Campus reserves the right to make changes in equipment and materials and modify curriculum as it deems necessary. When size and curriculum permit, classes may be combined to provide meaningful instruction and training and contribute to the level of interaction among students. Students are expected to be familiar with the information presented in this School catalog.

## **TERMINATION PROCEDURES**

Students may be terminated by the school for cause. Examples include, but are not limited to, the following:

- Violation of the school's attendance policy;
- Failure to maintain satisfactory academic progress;
- Violation of personal conduct standards;
- Inability to meet financial obligations to the school.

Students to be terminated are notified in writing and may appeal following the guidelines outlined in the "Appeals Procedures" policy in this catalog.

## **DISPUTE RESOLUTION POLICY**

1. You may choose to initiate the terms of the following dispute resolution policy in lieu of or prior to initiating a legal claim in a court of competent jurisdiction against the School. As set forth below, if you are not satisfied with the outcome of the internal dispute resolution process, you may, but are not required to, seek resolution of your complaint through arbitration or before a court of competent jurisdiction. In the event that you file for arbitration or if you file a claim before a court of competent jurisdiction, you agree not to combine or consolidate any claims with those of other students, such as in a class or mass action. **IN THE EVENT THAT YOU ELECT TO BRING A CLAIM IN COURT, YOU AGREE TO WAIVE YOUR RIGHTS TO A JURY TRIAL AND THAT THE CLAIM SHALL BE SUBMITTED TO A JUDGE ONLY AND NOT TO A JURY.**

2. The School maintains an internal dispute resolution procedure to resolve any claims you may have against the School. You may initiate this internal dispute resolution procedure by filing a written complaint with your academic advisor. The academic advisor will attempt to respond to your complaint and resolve the dispute within 15 days. If you are not satisfied with your academic advisor's resolution of your complaint, you may appeal his/her decision to the President of the School. If you file a claim after you withdraw or graduate from the School, you may initiate the internal dispute resolution process by filing a written complaint directly with the President of the School. Whether you initiate the internal dispute resolution process with your academic adviser or with the School's President, you may further appeal the School President's decision to the Provost of Zenith Education Group.

3. If you are not satisfied with the outcome of the internal dispute resolution process described in paragraph two (2), you have the option of submitting your claim to arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules at a location within the area covered by the federal district court in which you reside.

4. If you initiate arbitration, you may choose to have the School pay half the cost of the consumer filing fee set by AAA, arbitrator's compensation, and facilities fee ("Filing Fee"). In exchange for the School agreeing to pay one-half of the Filing Fee, you agree that once you initiate arbitration by submitting a claim to AAA you waive your right to bring a lawsuit against the school in a court of competent jurisdiction. The decision of the arbitrators shall be binding, and you agree not to appeal any arbitration decision to any court. If you are the prevailing party, the School will reimburse you for the portion of the Filing Fee that you advanced. You will not be responsible for reimbursing the School for the Filing Fee it advanced if the School is the prevailing party.

5. Alternatively, you may decide to pay the entire Filing Fee. If you pay the Filing Fee, you will not waive your right to bring a lawsuit against the school in a court of competent jurisdiction if you are not satisfied with the outcome of the arbitration. If you are the prevailing party, the School will reimburse you for the Filing Fee.

6. You will not be responsible for any Filing Fee under either paragraph 4 or 5 if you demonstrate hardship and, if represented, your attorney does not advance costs. In exchange for the School agreeing to pay the Filing Fee, you agree that once you initiate arbitration by submitting a claim to AAA you waive your right to bring a lawsuit against the school in a court of competent jurisdiction. The decision of the arbitrators shall be binding, and you agree not to appeal any arbitration decision to any court.

7. If, upon completion of the internal dispute resolution process you desire to initiate arbitration, you should first contact the School's President, who will provide you with a copy of the AAA Consumer Rules. Information about the arbitration process and the Consumer Rules also can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879. You shall then contact the AAA, which will provide the appropriate forms and detailed instructions. You shall disclose this document to the AAA.

8. Except as specifically required by law of the state in which this is executed or as may be specifically ordered by the arbitrator, the internal dispute resolution process and any subsequent arbitration process shall remain strictly confidential by the parties, their representatives and the AAA. This agreement to maintain the confidentiality of the arbitration process does not extend to the fact that an arbitration claim has been filed by you, as well as any decisions, final rulings, and award resulting from the arbitration, and/or any information exchanged by the parties, with the exception of personally identifiable information (except that a person may reveal his or her own personally identifiable information).

9. All statutes of limitations applicable to any dispute apply to any arbitration between you and the School.

10. Please note that nothing in this policy prohibits you from also filing a complaint with any state or federal regulatory or enforcement agency, including the U.S. Department of Education, or accrediting agency. Such a complaint may be filed at any time and nothing in this Agreement precludes you from notifying any state or federal regulatory or enforcement agency regarding the internal dispute resolution process and any resulting arbitration.

11. The School will provide you with a full copy of your student files upon written request without the need to initiate arbitration and at no charge.

TEXAS STUDENTS ONLY: 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. "Grievance procedure" refers specifically to the TWC Student Complaint Policy and information on filing a complaint with TWC can be found on TWC's Career Schools and Colleges Website at <http://csc.twc.state.tx.us/>.

## **ALCOHOL AND SUBSTANCE ABUSE STATEMENT**

WyoTech does not permit or condone the use or possession of marijuana, alcohol, or any other illegal drug, narcotic, or controlled substance by students or employees. Possession or being under the influence of these substances on campus is cause for dismissal.

## **SEXUAL HARASSMENT POLICY**

WyoTech strives to provide a safe working and learning environment at all its schools and is committed to creating and sustaining a positive learning environment, free of discrimination, including sexual violence, dating violence, domestic violence and stalking. Such behaviors are prohibited both by law and School policy, and will not be tolerated on any WyoTech campus. The School will respond promptly to reports of sexual harassment and sexual

violence and will take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates School policy.

Refer to Appendix A for further information.

## **CAMPUS SECURITY AND CRIME AWARENESS POLICIES**

As required by Public Law 101-542, as amended by Public Law 102-325, Title II, Crime Awareness and Campus Security Act of 1990, Section 294, Policy and Statistical Disclosures, WyoTech has established policies regarding campus security.

The school strives to provide its students with a secure and safe environment. Classrooms and laboratories comply with the requirements of the various federal, state, and local building codes, with the Board of Health and Fire Marshal regulations. Most campuses are equipped with alarm systems to prevent unauthorized entry. Facilities are opened each morning and closed each evening by administrative personnel.

The school encourages all students and employees to report criminal incidents or other emergencies, which occur on the campus directly to the Campus Director, student advisor, or instructor. It is important that school personnel be aware of any such problems on school campuses. The Campus Director is responsible for investigating such reports and taking legal or other action deemed necessary by the situation. In extreme emergencies, the Campus Director may immediately contact law enforcement officers or other agency personnel, such as paramedics. The school will work with local and state law enforcement personnel if such involvement is necessary. A copy of the student's report and any resultant police report will be maintained by the school for a minimum of three years after the incident.

Students are responsible for their own security and safety both on campus and off campus and must be considerate of the security and safety of others. The school has no responsibility or obligation for any personal belongings that are lost, stolen, or damaged, whether on or off school premises or during any school activities.

On May 17, 1996, the President of the United States signed Megan's Law into federal law. As a result, local law enforcement agencies in all 50 states must notify schools, day care centers, and parents about the presence of dangerous offenders in their area. Students and staff are advised that the best source of information on the registered sex offenders in the community is the local sheriff's office or police department. The following link will provide you with a list of the most recent updated online information regarding registered sex offenders by state and county: <http://www.fbi.gov/hq/cid/cac/registry.htm>.

## **STATISTICAL INFORMATION**

The public law referenced herein requires the school to report to students and employees the occurrence of various criminal offenses on an annual basis. Prior to October 1<sup>st</sup> of each year, the school will distribute a security report to students and staff containing the required statistical information on any campus crimes committed during the previous three years. A copy of this report is available to students, employees, and prospective students and employees upon request.

## **DRUG AWARENESS**

The Drug-Free Schools and Communities Act of 1989, Public Law 101-226, requires institutions receiving financial assistance to implement and enforce drug prevention programs and policies. The information and referral line that directs callers to treatment centers in the local community is available through Student Services.

WyoTech prohibits the manufacture and unlawful possession, use or distribution of illicit drugs or alcohol by students on its property and at any school activity. If a student suspects someone to be under the influence of any drug or alcohol, they should immediately bring this concern to the attention of the Director of Education or Campus Director. Violation of the WyoTech's anti-drug policy will result in appropriate disciplinary actions and may include dismissal of the student. The appropriate law enforcement authorities may also be notified.

In certain cases, students may be referred to counseling sources or substance abuse centers. If such a referral is made, continued enrollment or employment is subject to successful completion of any prescribed counseling or treatment program.

## **WEAPONS POLICY**

No weapons of any type are allowed on campus. This includes, but is not limited to: hand guns, rifles, knives, and any other devices that may be used to harm or intimidate staff or students. This institution maintains a threat-free learning environment. Violation of this policy may result in immediate dismissal from the institution and a complaint with local law enforcement.

## **CAMPUS COMPLETION RATE REPORTS**

Under the Student Right to Know Act (20 U.S.C. § 1092(a)), WyoTech is required to annually prepare completion or graduation rate data respecting the institution's first-time, full-time undergraduate students (34 CFR 668.45(a)(1)). WyoTech is required to make this completion or graduation rate data readily available to students approximately 10



months after the 150% point for program completion or graduation for a particular cohort of students. This completion rate report is available to students and prospective students upon request.

### **CLOTHING AND PERSONAL PROPERTY**

All personal property is the sole responsibility of the student and the school does not assume liability for any loss or damage. Clothing and other small items should be marked clearly with the student's name and address. Vehicles should always be locked to avoid theft.

### **HEALTH/MEDICAL CARE**

Students must take proper care of their health so that they can do their best in school. This means regular hours, plenty of sleep, sufficient exercise, and nutritious food. Students who become seriously ill or contract a communicable disease should stay home and recover, but remember to notify the school immediately. All medical and dental appointments should be made after school hours.

The school will not be responsible for rendering any medical assistance, but will refer students to the proper medical facility upon request.

### **TRANSCRIPT AND DIPLOMA RELEASE**

Requests for transcripts must be submitted to the Office of the Registrar via the school electronic transcript service provider. Student records may be released only to the student or his/her designee as directed by the Family Educational Rights and Privacy Act of 1974.

Pursuant to Florida law, any student enrolled at or seeking an official transcript from a Florida campus will not be eligible to receive an official transcript if the student is determined to be in default in making legally required payments on any student loan made or guaranteed by the State of Florida or its agencies (such as the Florida Office of Student Financial Assistance ("OFSA")), including any OFSA scholarship loan, student loan, or guaranteed loan. Any such student may not receive an official transcript until the loan is paid in full or the default status has been removed.

Everest is working with Parchment to provide electronic delivery of official transcripts to students. Students can request their transcript by going to <http://www.everest.edu/transcripts> or by contacting the Registrar office for assistance. Transcripts will be delivered electronically to the student's destination of choice if:

- Student has a record in the current student information system
- Student is current with their financial obligation to the campus, and student owes the campus an outstanding balance of \$1,500 or less

Upon graduation, all students who are current with their financial obligation to the campus will receive their diploma.

**Note:** Students who have outstanding balances above \$1,500 may receive an unofficial copy of their transcript.

### **NOTIFICATION OF RIGHTS UNDER FERPA**

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.

A student should submit to the Registrar's Office a written request that identifies the record(s) the student wishes to inspect. The Registrar will make arrangements for access and will notify the student of the time and place where the records may be inspected. If the records are not maintained by the Registrar, the Registrar shall advise the student of the correct official to whom the request should be addressed.

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

A student who wishes to ask the institution to amend a record should write to the Registrar, clearly identify the part of the record the student wants changed, and specify why it should be changed. If the institution decides not to amend the record as requested, the institution will notify the student in writing of the decision and the student's 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.

3. The right to provide written consent before the institution discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

The institution discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official typically includes a person employed by the institution in an administrative, supervisory, academic, research or

support staff position (including law enforcement unit personnel and health staff); a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of the institution who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the institution.

Upon request, the institution also discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

WyoTech is committed to the protection of student education information. While WyoTech does not publish a student directory, from time to time the school publishes communications, such as graduation and honor roll lists, that include WyoTech-designated directory information. WyoTech expressly limits its designated directory information to students' names, addresses, phone numbers, graduation dates, programs of study, degrees, diplomas, certificates, dates of attendance and honors/awards received. A student who wishes not to be included in the campus publications referenced above must obtain an Opt-Out form from the Registrar's Office and submit the completed form to the Registrar.

4. 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, D.C. 20202

## **STUDENT RECORDS**

All student academic records are retained, secured, and disposed of in accordance with local, state, and federal regulations. WyoTech maintains complete records for each student, including grades, attendance, prior education and training, placement, financial aid and awards received. Student records are maintained on campus for five years. Additionally, electronic transcripts are maintained permanently on campus.

## FINANCIAL INFORMATION

### TUITION AND FEES

Tuition and fees information can be found on page 67 of this catalog.

The Enrollment Agreement obligates the student and the school for the entire program of instruction. Students' financial obligations will be calculated in accordance with the refund policy in the contract and this School catalog. The content and schedule for the programs and academic terms are described in this catalog.

### CANCELLATION AND REFUND POLICIES

**CANCELLATION POLICY:** You may withdraw your enrollment agreement at any time within five business days from the date you sign the agreement, make an initial payment, or first visit the school, whichever is later. If you do so, all payments made by you or on your behalf will be refunded. Withdrawal can be effectuated by personally appearing at your school to withdraw, depositing a withdrawal letter in the mail to your school at the address provided on the first page of the agreement (in which case, the withdrawal will be considered effective as of the postmark date), sending an electronic message to [withdrawals@zenith.org](mailto:withdrawals@zenith.org), or providing an oral withdrawal notice to phone number (888) 236-9614. In event of dispute over timely notice, the burden to prove service rests on the applicant.

The student applicant will also be returned all monies paid if:

1. The school rejects the applicant;
2. The enrollment of the student was procured as the result of any misrepresentation through advertising, promotional materials of the school, or representations by the owner or representative of the school; or
3. The school cancels the student's program.
4. The school ceases operation

**WITHDRAWAL AND REFUND POLICY:** Notification of intent to withdraw should be made to the Registrar's Office located at your campus. Note: For Indiana students, the school will prepare the Indiana Refund Policy, as found below in the State Information Section, and the Institutional Refund Policy and administer the most beneficial refund for the student. All refunds are to be provided within 30 days of termination.

### INSTITUTIONAL (NON-TITLE IV) PRO RATA REFUND POLICY

When a student withdraws, the school must determine how much of the tuition and fees he/she is eligible to retain. The Pro Rata Refund Calculation and Policy is an institutional policy and is different from the Federal Financial Aid Return Policy and Return calculation; therefore, after both calculations are applied, a student may owe a debit balance (i.e., the student incurred more charges than he/she earned Title IV funds) to the school.

The school will perform the Pro Rata Refund Calculation for those students who terminate their training before completing the period of enrollment (i.e., students who receive a final grade of "W" or "WZ"). Under the Pro Rata Refund Calculation, The school is entitled to retain only the percentage of charges (tuition, room, board, etc.) proportional to the period of enrollment completed by the student. The period of enrollment for students enrolled in modular programs is the academic year. The period of enrollment for students enrolled in quarter-based programs is the quarter. The refund is calculated using the following steps:

1. Determine the total charges for the period of enrollment.
2. Divide this figure by the total number of calendar days in the period of enrollment.
3. The answer to the calculation in step 2 is the daily charge for instruction.
4. The amount owed by the student for the purposes of calculating a refund is derived by multiplying the total calendar days in the period as of the student's last date of attendance by the daily charge for instruction and adding in any book or equipment charges.
5. The refund shall be any amount in excess of the figure derived in step 4 that was paid by the student.
6. **TIME FRAME WITHIN WHICH INSTITUTION IS TO ISSUE NON-TITLE IV REFUNDS**

Non-Title IV refunds will be issued within 30 days of either the date of determination or from the date that the applicant was not accepted by The School, whichever is applicable.

### RETURN OF TITLE IV FUNDS CALCULATION AND POLICY

The School is required to determine earned and unearned portions of Title IV aid for students who cancel, withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term. The Return of Title IV Funds calculation (Return calculation) is based on the percentage of earned aid using the following calculation: Percentage of payment period or term completed equals the number of days completed up to the withdrawal date divided by the total days in the payment period or term. (Any break of five days or more is not counted as part of the days in the term.) This percentage is also the percentage of earned aid.

Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned equals (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total dollar amount of aid that could have been disbursed during the payment period or term.

The School must return the lesser of:

1. The amount of Title IV program funds that the student did not earn; or
2. The amount of institutional charges that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that were not earned.

The student (or parent, if a federal PLUS loan) is required to repay the difference between the amount of unearned aid and the amount returned by the School. If the student's portion of the unearned aid includes federal grants, the student is required to return the grant amount: (1) if the grant overpayment is greater than \$50; and (2) only to the extent that the grant amount exceeds 50% of the original amount received for the payment period or period of enrollment. (Note: If the student cannot repay the grant overpayment in full, the student must make satisfactory arrangements with the U.S. Department of Education to repay any outstanding grant balances. The Student Financial Aid Department will be available to advise the student in the event that a student repayment obligation exists. The individual will be ineligible to receive additional student financial assistance in the future if the financial obligation(s) is not satisfied).

The School must return the Title IV funds for which it is responsible in the following order:

1. Unsubsidized Direct Stafford loans (other than PLUS loans)
2. Subsidized Direct Stafford loans
3. Federal Perkins loans
4. Direct PLUS loans
5. Federal Pell Grants for which a return of funds is required
6. Academic Competitiveness Grants for which a return of funds is required
7. National Smart Grants for which a return of funds is required
8. Federal Supplemental Educational Opportunity Grants (FSEOG) for which a return of funds is required

If a student withdraws after the 60% point-in-time, the student has earned all Title IV funds that he/she was scheduled to receive during the period and, thus, has no unearned funds; however, the school must still perform a Return calculation. If the student earned more aid than was disbursed to him/her, the student may be due a post withdrawal disbursement. If the Return calculation determines that the student is due a post-withdrawal disbursement, upon the permission of the student (or parent, if a Federal PLUS loan), the institution may seek to disburse the corresponding loan funds. Any post withdrawal disbursement must be paid within 180 days of the DOD. If a student earned less aid than was disbursed, The School would be required to return a portion of the funds, and the student may be required to return a portion of the funds. Any outstanding student loans that remain are to be repaid by the student according to the terms of the student's promissory notes.

### **Title IV Credit Balances**

After a Return calculation has been made and a state/institutional refund policy, if applicable, has been applied, any resulting credit balance (i.e. earned Title IV funds exceed institutional charges) must be paid within 14 days from the date that The School performs the Return calculation and will be paid in one of the following manners:

1. With the student's (or parents, if a Federal PLUS loan) permission, reduce the student's Title IV loan debt (not limited to the student's loan debt for the period of enrollment)
2. Return to the student.

### **Time Frame within which Institution is to Return Unearned Title IV Funds**

The School must return the amount of unearned Title IV funds for which it is responsible within 45 days after the DOD.

### **Effect of Leaves of Absence on Returns**

If a student does not return from an approved leave of absence on the date indicated on the written request, the withdrawal date is the student's last day of attendance. For more information, see the Leave of Absence section in The School catalog.

### **Return of Unearned SFA Program Funds**

The institution must return the lesser of the amount of:

- The amount of SFA program funds that the student did not earn, or
- The amount of institutional costs that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that were not earned.

The student (or parent, if a Federal PLUS loan) must return or repay, as appropriate:

- Any SFA loan funds in accordance with the terms of the loan; and
- The remaining unearned SFA program grant (not to exceed 50% of a grant) as an overpayment of the grant.

Note: The student (parent) must make satisfactory arrangements with the U.S. Department of Education and/or the institution to repay any outstanding balances owed by the student. However, there are a number of repayment plans that are available to assist the student in meeting repayment obligations. The Financial Aid Office will advise the student in the event that a student repayment obligation exists. The individual might be ineligible to receive additional student financial assistance in the future if the financial obligation(s) are not satisfied.

## FINANCIAL AID

### STUDENT FINANCING OPTIONS

A variety of student financing options are available to help students finance their educational costs. Detailed information regarding financing options available and the Financial Aid process can be obtained from the school's Student Financial Planning Brochure. Information regarding other sources of financial assistance such as benefits available through the Bureau of Indian Affairs, Division of Vocational Rehabilitation, Veterans Assistance and State Programs can be obtained through those agencies.

### FINANCIAL GOOD STANDING

Students meeting their financial obligations and remaining in good financial standing throughout their course of instruction and after graduation contributes to their success.

For a student to be considered in good financial standing the student must:

- Complete required financial aid applications to assist in satisfying all anticipated direct costs of the selected program including tuition, books and required fees for each of the academic and award years within time frames required
- Have an outstanding earned Accounts Receivable balance less than:
  - \$2,500 or one term of instruction (whichever is greater) if enrolled full time in a degree program,
  - \$5,000 or one module of instruction (whichever is greater) if enrolled in a diploma program

Students who were actively attending as of February 1, 2016, and who have an outstanding balance from a previously completed academic year, may qualify for continued enrollment if the student meets the following criteria:

- Within 30 days of the policy notification completes all financial aid documentation requirements for the current academic year
- Maintains good financial standing status as outlined above for each subsequent term

Failure to remain in good financial standing may result in:

- A hold on registration for subsequent terms for degree students, or
- Dismissal from the program of study.

If a student is unable to remain in good financial standing, the student may be dropped from his or her course of instruction and not be allowed to reenroll in any Zenith program until the student account is back in good financial standing.

Students have the right to request reconsideration and exception to the dismissal decision for failure to maintain good financial standing by contacting the Academic Dean/Education Director.

### FINANCIAL ASSISTANCE

Financial assistance (aid) in the form of grants and loans is available for those who qualify who have the ability and desire to benefit from the specialized program/training offered at the school.

### STUDENT ELIGIBILITY

To receive financial assistance you must:

1. Usually, have financial need;
2. Be a U.S. citizen or eligible noncitizen;
3. Have a social security number;
4. If male, be registered with the Selective Service (if applicable);
5. If currently attending school, be making Satisfactory Academic Progress;
6. Be enrolled as a regular student in any of the school's eligible programs;
7. Not be in default on any loan made under any title IV program, not have obtained loan amounts that exceed annual or aggregate loan limits made under any title IV loan program, not have property subject to a judgment lien for a debt owed to the United States, and not be liable for a grant or Federal Perkins loan overpayment.;
8. Have a high school diploma or its equivalent or have completed homeschooling at the secondary level as defined by state law.
9. Not be enrolled in either an elementary or secondary school;
10. Satisfy the title IV program specific loan requirements
11. Have not been convicted of an offense under any Federal or State law involving the possession or sale of illegal drugs for conduct that occurred during a period of enrollment for which the student was receiving title IV program funds, unless eligibility has been regained.
12. If previously convicted of, or pled nolo contendere or guilty to, a crime involving fraud in obtaining title IV program funds, has completed repayment of such assistance

## FEDERAL FINANCIAL AID PROGRAMS

The following is a description of the Federal Financial Aid Programs available at the school. Additional information regarding these programs, eligibility requirements, the financial aid process and disbursement of aid can be obtained through the school's Student Financial Planning Brochure, the school's Student Finance Office, and the US Department of Education's Guide to Federal Student Aid, which provides a detailed description of these programs. The guide is available online at: [http://studentaid.ed.gov/students/publications/student\\_guide/index.html](http://studentaid.ed.gov/students/publications/student_guide/index.html).

- Federal Pell Grant
- Federal Supplemental Educational Opportunity Grant (FSEOG)
- Federal Work Study (FWS)
- Federal Direct Stafford Loans (FSL)
- Federal Direct Parent Loan for Undergraduate Students (PLUS)

## ALTERNATIVE FINANCING OPTIONS

If your primary financing option does not fully cover your program costs, alternative financing options may be obtained to help bridge that financial gap.

- There are alternative loans provided by private lenders.
- The rate may be variable and the loan approved and origination fees may be based on credit.
- Repayment terms may vary based on lender programs.
- Student may apply on their own or with a co-borrower.

## Institutional Payment Plans

**Cash Payment Plan** - Under this plan, a student makes a maximum of 8 equal monthly payments over the length of the program. All payments are interest free and the first payment is due 30 days from the day the student begins school. All payments are interest free and the first payment is due on or before the first day of class and the last payment is due 30 days prior to graduation.

## FEDERAL WORK STUDY

The Federal Work Study (FWS) Program is a federally subsidized, self-help financial aid program that allows students with financial need to earn FWS funds through employment with authorized FWS employers. FWS encourages students to earn their funds while performing work in community, public interest or student services and work related to their course of study.

FWS jobs may be on or off-campus. Off-campus FWS jobs with federal, state, or local public agencies or private nonprofit organizations must be in the public interest. Off-campus FWS jobs with private, for-profit organizations must be academically relevant to the maximum extent possible. **Please contact your Student Finance representative for more information.**

## Requirements for FWS Students

Students must meet all eligibility criteria required for receipt of federal aid, including:

- Maintaining satisfactory academic progress (SAP)
- Maintaining at least half-time enrollment

Additional requirements include:

- Students may hold only one FWS position at any time.
- FWS earnings are not considered income when calculating financial aid (FA) eligibility.
- FWS earnings are taxable income as reported on federal and state tax returns.
- FWS students are paid only for hours actually worked and are not paid for lunch, sick days, or other hours not actually worked.
- Students may not earn FWS funds in excess of their FWS award.
- Students may work no more than 25 hours per calendar week.
- Students are allowed to work during periods of non-attendance (e.g., vacations, breaks, etc.) provided sufficient work-study allocations exist.
- Any student who falsified a time sheet will be referred to the appropriate campus authority for investigation and may be referred to law enforcement authorities.

## SCHOLARSHIPS

### Zenith American Dream Scholarship

The Zenith American Dream Scholarship is a multimillion-dollar institutional scholarship program for students who attend an Everest or WyoTech institution. New students who first enroll in an Everest or WyoTech institution on or after **August 24, 2015** and were referred by a leader in the local community are eligible to apply for the **Zenith American Dream Scholarship of \$5,000 per academic year.**

**To be eligible a student must:**

- Obtain a written reference from a leader in the student's community
- Complete an essay or video answering the question "How will Everest (or WyoTech) Help Me Fulfill My American Dream" – see guidelines
- Meet application guidelines and deadlines

The Zenith American Dream Scholarship may be used in order to cover the direct cost of attendance for the program in which the student is enrolled (tuition, books and fees).

**Scholarship winners**

The Zenith American Dream Scholarship winners will be selected based on quality of the recommendation, originality, creativity, adherence to the theme and overall quality of the essay submission as noted below. Scholarships will be awarded based on selection criteria outlined in the guidelines on a monthly basis. Student scholarship winners will be notified within 45 days of the scholarship application submission date by the Campus Director or other campus official.

Selection criteria will include:

- Written reference from a leader in the community
  - Examples of leaders of the community include but are not limited to: coaches, teachers, principals, counselors, advisors, pastors, doctors, employers, support service professionals, law enforcement officer etc.
- Review of the Written or Video Essay submitted
  - Logical interpretation of the subject and adherence to topic
  - Originality, Innovation and Creativity
  - Adherence to overall guidelines and deadlines applicable

**Obtaining scholarship funds**

The scholarship will be credited on a student's account upon award of the scholarship. The scholarship is non-transferable and cannot be exchanged for cash. The scholarship can only be used to reduce the institutional direct cost of the program (tuition, books and fees) and cannot be utilized for indirect costs or living expenses.

**Renewing the scholarship**

Students may be eligible to retain the scholarship award in subsequent academic years. In order to remain eligible the student must **maintain satisfactory progress and a grade point average of 2.0 or above.**

**WyoTech Zenith Housing Grant**

The WyoTech Zenith Housing Grant is a multimillion-dollar institutional grant program awarded on an annual basis, for the purpose of providing on campus housing assistance to students of WyoTech campuses who demonstrate financial need. This institutional grant is available for new students enrolled on or after June 1, 2015 and prior to October 1, 2017 for current and future academic periods. The amount of the grant may vary by student based on:

- The Expected Family Contribution (EFC) as calculated by the Free Application for Federal Student Aid (FAFSA) and reported to the student via the Student Aid Report (SAR)
- The demonstrated financial assistance needed
- Institutional grant funding availability

The WyoTech Zenith Housing grant may be used in order to cover any confirmed unmet financial need for on-campus housing in excess of the student's EFC once Title IV and all other available funding sources have been exhausted, up to the direct cost of attendance for the program in which the student is enrolled and the institutional cost of housing for students residing in on-campus housing facilities.

**Eligibility**

To be eligible, the student must:

- Apply each academic year
- Meet all application deadlines
- Maintain satisfactory academic progress throughout his/her course of study

**Obtaining grant funds**

The grant will automatically be credited on a student's account upon completion of the financial aid application processes, on campus housing application process, and award confirmation. The grant is non-transferable and cannot be exchanged for cash. The grant can only be used to cover the institutional cost of housing for students residing in on-campus facilities, and students shall be eligible for grant funds only up to the amount of the on-campus housing expenses actually incurred.

### **Renewing the grant**

Students must reapply each academic year by the institutional deadline and meet eligibility requirements in order to be considered for the WyoTech Zenith Housing Grant. The grant amount may change each year based on the student's:

- Determined financial need
- Enrollment
- Timeliness of his/her financial aid application
- Institutional grant funding availability

### **Zenith Student Grant**

The Zenith Student Grant is a multimillion-dollar institutional grant program awarded on an annual basis to students of Everest and WyoTech schools owned by Zenith Education Group who demonstrate financial need. This institutional grant is available for new and continuing students enrolled on or after July 25, 2016 for current and future academic periods. The amount and source of the grant, which can be up to \$10,000 per academic year, may vary by student based on the demonstrated financial assistance needed, and institutional grant funding availability.

The grant may be used to cover any confirmed remaining unmet financial need once Title IV and all other available funding sources have been exhausted up to the direct cost of attendance for the program in which the student is enrolled. Successful and unsuccessful applicants will be notified within 45 days of the grant application submission date by the Campus Director or other campus official.

### **Eligibility**

To be eligible, the student must:

- Apply each academic year
- Meet all application deadlines
- Maintain satisfactory academic progress throughout his/her course of study
- Be eligible to receive federal Title IV financial aid.

### **Obtaining grant funds**

The grant will automatically be credited to your account upon completion of the financial aid application processes and award confirmation. The grant is non-transferable and cannot be exchanged for cash.

### **Renewing the grant**

Students must reapply each academic year by the institutional deadline and meet eligibility requirements in order to be considered for the Zenith Education Grant. The grant amount may change each year based on the student's:

- Determined financial need
- Enrollment
- Timeliness of his/her financial aid application

### **U.S. Armed Forces Scholarship**

With deep gratitude to the men and women who serve our country, all WyoTech schools, with the exception of the Blairsville campus, are pleased to provide all members of the U.S. Armed Forces, National Guard and Reserves, as well as all honorably discharged veterans, who do not qualify for the Post 9/11 GI Bill Yellow Ribbon program, a scholarship equal to 15% of tuition for their initial program of study. For additional information regarding the U.S. Armed Forces Scholarship please contact your respective Admissions Representative.

If the Veteran meets the following criteria he or she will qualify for WyoTech Armed Forces Scholarship:

#### **Active Duty or Veteran**

- Be a high school graduate or equivalency;
- Provide proof of DD Form 214 or required documents prior to beginning classroom attendance;
- Discharge must state "Honorable." The discharge must be fully honorable: Discharges listed as "Under Honorable Conditions" and "General" are not eligible for the WyoTech Armed Forces Scholarship;
- Be released from the Armed Forces with service characterized as honorable and placed on the retired list, temporary disability retired list, or transferred to the Fleet Reserve or the Fleet Marine Corps Reserve; or be released from the Armed Forces with service characterized as honorable for further service in a reserve component; or be discharged or released from Armed Forces for:
  - EPTS (Existed Prior to Service)
  - HDSP (Hardship) or
  - CIWD (Condition Interfered with Duty)

To be eligible for the **WyoTech Armed Forces Scholarship**, you must have completed your initial tour of active duty service or have been discharged due to a service-connected disability.



### **National Guard or Reserves**

- Be a high school graduate or equivalency;
- Complete your initial active duty for training (IADT);
- Army, Navy, Air Force and Marine Reservists must provide proof of DD Form 214 or required documents prior to the beginning classroom attendance;
- National Guard and Air Guard members must provide proof of NGB Form 22;
- Active guard members in a drilling selected National Guard or Reserve unit must remain in good standing and provide a letter from the unit commander stating active drilling member of the unit.

### **Skills USA Scholarship**

#### **State Competitions**

Individuals placing 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> at any State Skills USA Competition in the Motorcycle Service Technology or Marine Service Technology program will be eligible for a scholarship for the Daytona Beach, FL campus.

#### **National Competition**

Individuals placing 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> at the National Motorcycle Service Technology or Marine Service Technology Skills USA Competition will be eligible for a scholarship for the Daytona Beach, FL campus. This scholarship cannot be combined with the state scholarship offered by WyoTech.

#### **Skills USA Scholarship Requirements**

Scholarship recipients must maintain satisfactory academic progress and meet all attendance and graduation requirements without interruption of attendance with the exception in the case of an approved Leave of Absence.

Students must enter a program at WyoTech which coincides with the competition area that the student won (i.e., a Motorcycle competition winner would need to take a program which includes the Motorcycle core courses).

Recipients may begin training immediately after high school graduation as soon as their chosen program is available. Recipients must commit to use scholarship within 60-days of high school graduation and start classroom attendance at WyoTech within one-year of high school graduation.

#### **Wyotech Sponsored Scholarship Programs**

The Skills USA scholarship cannot be combined with any other scholarship or proficiency credit tuition credits.

## **STUDENT SERVICES**

### **CAREER SERVICES**

The school encourages students to maintain satisfactory attendance, conduct, and academic progress so they may be viewed favorably by prospective employers. All graduating students participate in the following career services activities:

- Preparation of resumes and letters of introduction - an important step in a well-planned job search.
- Interviewing techniques. Students acquire effective interviewing skills through workshops.
- Job referral by the Career Services Department. The Career Services Department compiles job openings from employers in the area.

All students are expected to participate in the career services program and failure to do so may jeopardize these privileges. Graduates may continue to utilize the school's career services program at no additional cost.

### **CARE STUDENT ASSISTANCE PROGRAM**

The WyoTech CARE Student Assistance Program is a free personal-support program for our students and their families. This program provides students direct and confidential access to professional counseling. For more information, please visit the website <http://www.wyotechcares.com> or call (888) 852-6238.

### **STUDENT ACTIVITIES**

Throughout the school year, activities that encourage school spirit and develop student leadership may be offered. The school believes that participation in these activities is an important part of the educational process and student involvement is encouraged.

### **TRANSPORTATION ASSISTANCE**

The school maintains information on public transportation and a list of students interested in carpooling.

### **FIELD TRIPS**

This campus believes that training is enriched by observing real-life applications. When appropriate, visits are arranged to industrial or professional locations.

### **SPECIAL LECTURES**

Guest lecturers are invited to speak to students about career opportunities and current industry applications of educational programs.

### **TUTORING**

Tutoring is available to students as needed; a student needing tutoring should talk to their instructor or program director to set it up.

### **DRUG ABUSE PREVENTION**

Information on drug abuse prevention is available at the school for all students and employees.

### **PERSONAL ADVISING**

The school provides advising to students on issues involving education and academics. For personal problems that may require professional advising or counseling, the school has information available on community resources that address these types of problems.

## PROGRAM OFFERINGS

Program	Length	Quarter Credit Hours
<b>Diploma Programs</b>		
Marine Specialist	9 months	108.0
Motorcycle Technology	9 months	108.0
<b>Associate in Specialized Technology Degree Programs</b>		
Motorcycle Technology and Management	9 months	109.0
Marine Technology and Management	9 months	109.0

## MARINE TECHNOLOGY PROGRAMS



### MARINE TECHNOLOGY PROGRAMS – CORE COURSES

The Marine Technology core courses are the foundation for several programs offered at WyoTech. These four courses offer 1,000 clock hours of training in the classroom and lab over a six month period and would be taken in addition to a three month, 500 hour advanced course.

Course Number	Course Title	Clock Hours (Lec/Lab/Ext/Total)	Credit Hours
<b>Marine Technology Core Requirements</b>			
MR 201	Vessel Power Transmission	125/125/00/250	18
MR 202	Inboard Engine Propulsion Systems	125/125/00/250	18
MR 203	Diesel Engines, Power Generation and Marine Electronics	125/125/00/250	18
MR 204	Outboard Engine Propulsion Systems	125/125/00/250	18
<b>Core Total</b>		<b>500/500/00/1000</b>	<b>72</b>

The Marine Technology core courses may be taken with the following specialty courses: Advanced Marine, Off-Road Power or Applied Service Management.

The following Marine programs are offered:

- Marine Specialist
- Marine Technology and Management

<b>MARINE SPECIALIST</b>				
Credential	Clock Hours	Credit Hours	Length	Version
Diploma	1,500	108.0	9 months	1-0

The marine recreational vessel industry is constantly changing. Marine recreational vessels are more complex due to emerging new technologies. The Marine Specialist Program is designed to enable the graduate to enter the marine repair industry as an entry level technician, able to maintain and repair modern marine recreational vessels. The program focuses on propulsion systems including inboard engines, both gas and diesel, and inboard and stern drive systems. The program also covers outboard marine engines and other systems including electrical, electronic and mechanical systems found on modern marine recreational vessels. The Marine Specialist program consists of four core courses, with the addition of two courses in one of the concentrations. Upon successful completion of all program requirements, students will be awarded a diploma.

Course Number	Course Title	Clock Hours (Lec/Lab/Ext/Total)	Credit Hours
<b>Marine Technology Core Requirements</b>			
MR 201	Vessel Power Transmission	125/125/00/250	18
MR 202	Inboard Engine Propulsion Systems	125/125/00/250	18
MR 203	Diesel Engines, Power Generation and Marine Electronics	125/125/00/250	18
MR 204	Outboard Engine Propulsion Systems	125/125/00/250	18
<b>Core Total</b>		<b>500/500/00/1000</b>	<b>72</b>
<b>Advanced Marine Concentration</b>			
AMR 200	Advanced Diesel and Power Generation	125/125/00/250	18
AMR 250	Advanced EFI and Canbus Systems	125/125/00/250	18
<b>Concentration Total</b>		<b>250/250/00/500</b>	<b>36</b>
<b>Off-Road Power Concentration</b>			

ORP 200	ATV Mechanical Systems and PWC	125/125/00/250	18
ORP 250	ATV Electrical Systems and Snowmobiles	125/125/00/250	18
	<b>Concentration Total</b>	<b>250/250/00/500</b>	<b>36</b>
	<b>Program Total (Core plus one Concentration)</b>	<b>750/750/00/1500</b>	<b>108</b>

<b>MARINE TECHNOLOGY AND MANAGEMENT</b>				
<b>Credential</b>	<b>Clock Hours</b>	<b>Credit Hours</b>	<b>Length</b>	<b>Version</b>
Associate in Specialized Technology	1,500	109.0	9 months	1-0

The objective of this occupational Associate Degree program is to provide the student with skills necessary to obtain entry-level technician or management positions in the marine field. The student receives training in both diagnostics and repair and advanced personnel, shop and business management techniques, specifically designed for service management. Theory lectures and labs are used, and the program consists of approximately 54% theory and 46% lab.

<b>Course Number</b>	<b>Course Title</b>	<b>Clock Hours (Lec/Lab/Ext/Total)</b>	<b>Credit Hours</b>
<b>Marine Technology Core Requirements</b>			
MR 201	Vessel Power Transmission	125/125/00/250	18
MR 202	Inboard Engine Propulsion Systems	125/125/00/250	18
MR 203	Diesel Engines, Power Generation and Marine Electronics	125/125/00/250	18
MR 204	Outboard Engine Propulsion Systems	125/125/00/250	18
	<b>Core Total</b>	<b>500/500/00/1000</b>	<b>72</b>
<b>Applied Service Management Courses</b>			
ASMD 2110	Accounting and Financial Management	63.5/20.5/00/84	7
ASMD 2120	Computers and Business Applications	50.5/32.5/00/83	6
ASMD 2130	Communications	55/28/00/83	6
ASMD 2210	Management Concepts	45.5/37.5/00/83	6
ASMD 2220	Human Resource Management	44/39/00/83	6
ASMD 2230	Shop Management	44.5/39.5/00/84	6
	<b>Program Total</b>	<b>803/697/00/1500</b>	<b>109</b>

## MOTORCYCLE TECHNOLOGY PROGRAMS



### MOTORCYCLE TECHNOLOGY PROGRAMS – CORE COURSES

The Motorcycle Technology core courses are the foundation for several programs offered at WyoTech. These four courses offer 1,000 clock hours of training in the classroom and lab over a six month period and would be taken in addition to a three month, 500 hour advanced course.

Course Number	Course Title	Clock Hours (Lec/Lab/Ext/Total)	Credit Hours
<b>Motorcycle Technology Core Requirements</b>			
MTC 201	Suspension and Brake Systems	125/125/00/250	18
MTC 202	Four Stroke and Two Stroke Engines	125/125/00/250	18
MTC 203	Fundamentals of Electricity and Electrical Systems	125/125/00/250	18
<b>Core Total</b>		<b>500/500/00/1000</b>	<b>72</b>

The Motorcycle Technology core courses may be taken with the following specialty courses: Harley-Davidson, European, Asian, Off-Road Power or Applied Service Management.

The following Motorcycle programs are offered:

- Motorcycle Technology
- Motorcycle Technology and Management

<b>MOTORCYCLE TECHNOLOGY</b>				
Credential	Clock Hours	Credit Hours	Length	Version
Diploma	1,500	108.0	9 months	1-0

The Motorcycle Technology program provides students the skills required to specialize in the field of motorcycle service and repair. Suspensions, brake systems, engines, fundamentals of electricity, electrical systems, fuel systems and service are taught in the program.

The Motorcycle Technology program consists of four core courses, with the addition of two courses in one of the concentrations. Upon successful completion of all courses of the program, students will be awarded a diploma.

Graduates of the program can seek employment as entry-level technicians in various aspects of the motorcycle industry.

Course Number	Course Title	Clock Hours (Lec/Lab/Ext/Total)	Credit Hours
<b>Motorcycle Technology Core Requirements:</b>			
MTC 201	Suspension and Brake Systems	125/125/00/250	18
MTC 202	Four Stroke and Two Stroke Engines	125/125/00/250	18
MTC 203	Fundamentals of Electricity and Electrical Systems	125/125/00/250	18
MTC 204	Fuel Systems and Service	125/125/00/250	18
<b>Core Total</b>		<b>500/500/00/1000</b>	<b>72</b>
<b>Harley – Davidson Concentration</b>			
MTC 205	Harley-Davidson Engines I and II	125/125/00/250	18
MTC 206	Harley-Davidson Chassis and Engine Controls	125/125/00/250	18
<b>Concentration Total</b>		<b>250/250/00/500</b>	<b>36</b>
<b>European Concentration</b>			
MTC 211	European Introduction and Triumph	125/125/00/250	18
MTC 212	European Ducati I and II	125/125/00/250	18
<b>Concentration Total</b>		<b>250/250/00/500</b>	<b>36</b>
<b>Asian Concentration</b>			

MTC 209	ASIAN-Engines and Suspension	125/125/00/250	18
MTC 210	ASIAN-Service, Electrics and Diagnostics	125/125/00/250	18
	<b>Concentration Total</b>	<b>250/250/00/500</b>	<b>36</b>
<b>Off-Road Power Concentration</b>			
ORP 200	ATV Mechanical Systems and PWC	125/125/00/250	18
ORP 250	ATV Electrical Systems and Snowmobiles	125/125/00/250	18
	<b>Concentration Total</b>	<b>250/250/00/500</b>	<b>36</b>
	<b>Program Total (Core plus one Concentration)</b>	<b>750/750/00/1500</b>	<b>108</b>

<b>MOTORCYCLE TECHNOLOGY AND MANAGEMENT</b>				
<b>Credential</b>	<b>Clock Hours</b>	<b>Credit Hours</b>	<b>Length</b>	<b>Version</b>
Associate in Specialized Technology	1,500	109.0	9 months	1-0

The objective of this occupational Associate Degree program is to provide the student with skills necessary to obtain entry-level technician or management positions in the motorcycle repair field. The student receives training in both diagnostics and repair and advanced personnel, shop and business management techniques, specifically designed for service management. Theory lectures and labs are used, and the program consists of approximately 54% theory and 46% lab.

<b>Course Number</b>	<b>Course Title</b>	<b>Clock Hours (Lec/Lab/Ext/Total)</b>	<b>Credit Hours</b>
<b>Motorcycle Technology Core Requirements</b>			
MTC 201	MTC 201 Suspension and Brake Systems	125/125/00/250	18
MTC 202	MTC 202 Four Stroke and Two Stroke Engines	125/125/00/250	18
MTC 203	MTC 203 Fundamentals of Electricity and Electrical Systems	125/125/00/250	18
MTC 204	MTC 204 Fuel Systems and Service	125/125/00/250	18
	<b>Core Total</b>	<b>500/500/00/1000</b>	<b>72</b>
<b>Applied Service Management Courses</b>			
ASMD 2110	Accounting and Financial Management	63.5/20.5/00/84	7
ASMD 2120	Computers and Business Applications	50.5/32.5/00/83	6
ASMD 2130	Communications	55/28/00/83	6
ASMD 2210	Management Concepts	45.5/37.5/00/83	6
ASMD 2220	Human Resource Management	44/39/00/83	6
ASMD 2230	Shop Management	44.5/39.5/00/84	6
	<b>Program Total</b>	<b>803/697/00/1500</b>	<b>109</b>

## FLORIDA'S STATEWIDE COURSE NUMBERING SYSTEM

Courses in this catalog are identified by prefixes and numbers that were assigned by Florida's Statewide Course Numbering System (SCNS). This numbering system is used by all public postsecondary institutions in Florida and by participating nonpublic institutions. The major purpose of this system is to facilitate the transfer of courses between participating institutions. Students and administrators can use the online SCNS to obtain course descriptions and specific information about course transfer between participating Florida institutions. This information is at the SCNS website at <http://scns.fldoe.org>.

Each participating institution controls the title, credit, and content of its own courses and recommends the first digit of the course number to indicate the level at which students normally take the course. Course prefixes and the last three digits of the course numbers are assigned by members of faculty discipline committees appointed for that purpose by the Florida Department of Education in Tallahassee. Individuals nominated to serve on these committees are selected to maintain a representative balance as to type of institution and discipline field or specialization.

The course prefix and each digit in the course number have a meaning in the SCNS. The listing of prefixes and associated courses is referred to as the "SCNS taxonomy." Descriptions of the content of courses are referred to as "statewide course profiles."

**Example of Course Identifier**

Prefix	Level Code (first digit)	Century Digit (second digit)	Decade Digit (third digit)	Unit Digit (fourth digit)	Lab Code
<b>ENC</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	
English Composition	Lower (Freshman) Level at this institution	Freshman Composition	Freshman Composition Skills	Freshman Composition Skills I	No laboratory component in this course

### GENERAL RULE FOR COURSE EQUIVALENCIES

Equivalent courses at different institutions are identified by the same prefixes and same last three digits of the course number and are guaranteed to be transferable between participating institutions that offer the course, with a few exceptions, as listed below in *Exceptions to the General Rule for Equivalency*.

For example, a freshman composition skills course is offered by 84 different public and nonpublic postsecondary institutions. Each institution uses "ENC\_101" to identify its freshman composition skills course. The level code is the first digit and represents the year in which students normally take the course at a specific institution. In the SCNS taxonomy, "ENC" means "English Composition," the century digit "1" represents "Freshman Composition," the decade digit "0" represents "Freshman Composition Skills," and the unit digit "1" represents "Freshman Composition Skills I."

In the sciences and certain other areas, a "C" or "L" after the course number is known as a lab indicator. The "C" represents a combined lecture and laboratory course that meets in the same place at the same time. The "L" represents a laboratory course or the laboratory part of a course that has the same prefix and course number but meets at a different time or place.

Transfer of any successfully completed course from one participating institution to another is guaranteed in cases where the course to be transferred is equivalent to one offered by the receiving institution. Equivalencies are established by the same prefix and last three digits and comparable faculty credentials at both institutions. For example, ENC 1101 is offered at a community college. The same course is offered at a state university as ENC 2101. A student who has successfully completed ENC 1101 at a Florida College System institution is guaranteed to receive transfer credit for ENC 2101 at the state university if the student transfers. The student cannot be required to take ENC 2101 again since ENC 1101 is equivalent to ENC 2101. Transfer credit must be awarded for successfully completed equivalent courses and used by the receiving institution to determine satisfaction of requirements by transfer students on the same basis as credit awarded to the native students. It is the prerogative of the receiving institution, however, to offer transfer credit for courses successfully completed that have not been designated as equivalent. NOTE: Credit generated at institutions on the quarter-term system may not transfer the equivalent number of credits to institutions on the semester-term system. For example, 4.0 quarter hours often transfers as 2.67 semester hours.

### THE COURSE PREFIX

The course prefix is a three-letter designator for a major division of an academic discipline, subject matter area, or subcategory of knowledge. The prefix is not intended to identify the department in which a course is offered. Rather, the content of a course determines the assigned prefix to identify the course.

### AUTHORITY FOR ACCEPTANCE OF EQUIVALENT COURSES

Section 1007.24(7), Florida Statutes, states:



Any student who transfers among postsecondary institutions that are fully accredited by a regional or national accrediting agency recognized by the United States Department of Education and that participate in the statewide course numbering system shall be awarded credit by the receiving institution for courses satisfactorily completed by the student at the previous institutions. Credit shall be awarded if the courses are judged by the appropriate statewide course numbering system faculty committees representing school districts, public postsecondary educational institutions, and participating nonpublic postsecondary educational institutions to be academically equivalent to courses offered at the receiving institution, including equivalency of faculty credentials, regardless of the public or nonpublic control of the previous institution. The Department of Education shall ensure that credits to be accepted by a receiving institution are generated in courses for which the faculty possess credentials that are comparable to those required by the accrediting association of the receiving institution. The award of credit may be limited to courses that are entered in the statewide course numbering system. Credits awarded pursuant to this subsection shall satisfy institutional requirements on the same basis as credits awarded to native students.

### **EXCEPTIONS TO THE GENERAL RULE FOR EQUIVALENCY**

Since the initial implementation of the SCNS, specific disciplines or types of courses have been excepted from the guarantee of transfer for equivalent courses. These include courses that must be evaluated individually or courses in which the student must be evaluated for mastery of skill and technique. The following courses are exceptions to the general rule for course equivalencies and may not transfer. Transferability is at the discretion of the receiving institution.

- a. Courses not offered by the receiving institution.
- b. For courses at non-regionally accredited institutions, courses offered prior to the established transfer date of the course in question.
- c. Courses in the \_900-999 series are not automatically transferable, and must be evaluated individually. These include such courses as Special Topics, Internships, Apprenticeships, Practica, Study Abroad, Theses, and Dissertations.
- d. Applied academics for adult education courses.
- e. Graduate courses.
- f. Internships, apprenticeships, practica, clinical experiences, and study abroad courses with numbers other than those ranging from 900-999.
- g. Applied courses in the performing arts (Art, Dance, Interior Design, Music, and Theatre) and skills courses in Criminal Justice (academy certificate courses) are not guaranteed as transferable. These courses need evidence of achievement (e.g., portfolio, audition, interview, etc.).

### **COURSES AT NON-REGIONALLY ACCREDITED INSTITUTIONS**

The SCNS makes available on its home page (<http://scns.fldoe.org>) a report entitled "Courses at Non-regionally Accredited Institutions" that contains a comprehensive listing of all nonpublic institution courses in the SCNS inventory, as well as each course's transfer level and transfer effective date. This report is updated monthly.

Questions about the SCNS and appeals regarding course credit transfer decisions should be directed to **Tinamarie Aguilar in the Transfer Center (877) 727-0058 in the Zenith Education Group Corporate office located at 5 Hutton Centre Drive, Suite 500, Santa Ana, CA 92707** or to the Florida Department of Education, Office of Articulation, 1401 Turlington Building, Tallahassee, Florida 32399-0400. Special reports and technical information may be requested by calling the SCNS office at (850) 245-0427 or at <http://scns.fldoe.org>.

## COURSE DESCRIPTIONS

<p><b>Course AMR 200: Advanced Diesel and Power Generation</b></p> <p>This course introduces the student to advanced installation and troubleshooting of recreational marine vessel support systems including power generation and supply systems, marine electronics and Data transfer buses. Computer and software usage as it pertains to engine interface, control area network, parts research and service manual usage will be discussed and performed throughout the course. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.</p>	<p><b>18 Credit Hours</b></p>
<p><b>Course AMR 250: Advanced EFI and Canbus Systems</b></p> <p>This course introduces the student to advanced installation and troubleshooting of recreational marine vessel support systems including Electronic Fuel Injection, marine electronics and Data transfer buses. Computer and software usage as it pertains to engine interface, control area network, parts research and service manual usage will be discussed and performed throughout the course. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.</p>	<p><b>18 Credit Hours</b></p>
<p><b>Course ASMD 2110: Accounting and Financial Management</b></p> <p>This course introduces students to general accounting, general ledgers, journals, adjustments and closing, bank reconciliation, payroll, inventory control, credit and collections, general bookkeeping, analyzing various financial reports to determine where problems may exist in a business and how to improve profits such as labor, materials, inventory issues, parts, and various other problem areas. Prerequisite: None. Lecture Hours: 63.5. Lab Hours: 20.5.</p>	<p><b>7 Credit Hours</b></p>
<p><b>Course ASMD 2120: Computers and Business Applications</b></p> <p>This course introduces students to computer hardware and software, spreadsheet applications, word processing applications, graphic presentation applications, and electronic communication and time management software. Prerequisite: None. Lecture Hours: 50.5. Lab Hours: 32.5.</p>	<p><b>6 Credit Hours</b></p>
<p><b>Course ASMD 2130: Communications</b></p> <p>This course introduces students to word processing applications, graphic presentation applications, writing professional business letters and reports, resume and job search portfolio construction and handling customer complaints and objections through written, verbal, and non-verbal communication. Prerequisite: None. Lecture Hours: 55. Lab Hours: 28.</p>	<p><b>6 Credit Hours</b></p>
<p><b>Course ASMD 2210: Management Concepts</b></p> <p>This course introduces the students to basic concepts of owning or managing a business including business structure, marketing strategies, quality issues, and business ethics. Prerequisite: None. Lecture Hours: 45.5. Lab Hours: 37.5.</p>	<p><b>6 Credit Hours</b></p>
<p><b>Course ASMD 2220: Human Resource Management</b></p> <p>This course introduces student to management and supervision, writing employee handbooks, interviewing techniques, policies, procedures, and governmental regulations regarding business. Prerequisite: None. Lecture Hours: 44. Lab Hours: 39.</p>	<p><b>6 Credit Hours</b></p>
<p><b>Course ASMD 2230: Shop Management</b></p> <p>This course introduces students to service writing, work orders, shop layout, job costing, pricing, introduction to electronic shop management software, equipment requirements and usage equipment, managing a production process, scheduling work flow through the shop, working with the technicians to achieve maximum profitability, managing the safety and environmental aspects of a transportation business. Prerequisite: None. Lecture Hours: 44.5. Lab Hours: 39.5.</p>	<p><b>6 Credit Hours</b></p>
<p><b>Course MR 201: Vessel Power Transmission Systems</b></p> <p>This course introduces the student to operation and repair of inboard and stern drive propulsion systems, jet pumps marine plumbing systems and boat handling and storage procedures. Marine dealer operations will include the use of computer software to perform repair parts research and ordering. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.</p>	<p><b>18 Credit Hours</b></p>

<b>Course MR 202: Inboard Engine Propulsion Systems</b>	<b>18 Credit Hours</b>
This course introduces the student to the operation and maintenance of marine gasoline inboard engines. All aspects of engine operations, maintenance and repair will be covered including engine management systems. Computer and software usage as it pertains to parts research and service manual usage will be discussed and performed throughout the course. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.	
<b>Course MR 203: Diesel Engine, Power Generation and Marine Electronics</b>	<b>18 Credit Hours</b>
This course introduces the student to the operation and maintenance of marine diesel engines, power generation and supply systems and marine electronics. Diesel engine servicing and maintenance will be covered including mechanically controlled diesel propulsion systems. Computer and software usage as it pertains to parts research and service manual usage will be discussed and performed throughout the course. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.	
<b>Course MR 204: Outboard Engine Propulsion Systems</b>	<b>18 Credit Hours</b>
This course introduces the student to the operation and maintenance of marine outboard and personal watercraft engines. Outboard engine technology will focus on engine operation, engine servicing, fuel systems operation and electronic ignition systems. Rigging outboard engines will include steering, engine control and monitoring equipment and engine mounting. Computer and software usage as it pertains to engine interface, parts research and service manual usage will be discussed and performed throughout the course. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.	
<b>Course MTC 201: Suspension and Brake Systems</b>	<b>18 Credit Hours</b>
This course presents front and rear suspension systems and brake system design and operation. Component inspection, service, and repairs are discussed and reinforced with lab exercises designed to simulate industry approved repair applications. Students are exposed to service and repair procedures for drum, disc, anti lock braking systems and final drive assemblies. Prerequisite: None Lecture Hours: 125 Lab Hours: 125.	
<b>Course MTC 202: Four Stroke and Two Stroke Engines</b>	<b>18 Credit Hours</b>
This course provides the fundamentals of 4 and 2 stroke engines, including the primary drives of various designs. Operations and diagnosis, as well as cooling systems, are presented in the course. Industry approved service and repair procedures are used in the lab disassembly, inspection, measurement, re-assembly, and in-vehicle service and repairs. Prerequisite: None Lecture Hours: 125 Lab Hours: 125.	
<b>Course MTC 203: Electricity and Electrical Systems</b>	<b>18 Credit Hours</b>
Students will learn and apply the basic laws and formulas as they relate to electrical systems. Students will utilize wiring diagrams and apply them to component identification, testing, and diagnostics. The Electrical Systems portion of the course uses a systematic approach to motorcycle electrical system. Accessories, lighting, ignition, starting, charging, and various control systems are studied. Computer controlled electronics are also discussed. Industry approved troubleshooting and diagnostic procedures are practiced in structured exercises. Prerequisite: None Lecture Hours: 125 Lab Hours: 125.	
<b>Course MTC 204: Fuel Systems and Service</b>	<b>18 Credit Hours</b>
This course covers carburetion, fuel injection, theory, operation, and general fuel delivery principles. Exhaust systems effects on engine and emission control devices will be discussed. Troubleshooting and industry approved diagnostic and service procedures are an integral part of student's experimental learning experiences. This course also prepares students to operate in a service environment. Students will learn customer service, use of dynamometer, and communication skills that are necessary to be successful in a modern service environment. Lab practices will focus on manufacturer service and repair procedures. Prerequisite: None Lecture Hours: 125 Lab Hours: 125.	
<b>Course MTC 205: Harley-Davidson Engines I and II</b>	<b>18 Credit Hours</b>
The Harley-Davidson course emphasizes the disassembly, inspection, and assembly of the Iron Head and Evolution engines, as well as Evolution Big Twins, Twin Cams and V-Rod Engines. Students will perform the necessary measurements and adjustments for proper engine operation. Prerequisite: MTC 201, 202,203,204. Lecture Hours: 125 Lab Hours: 125.	

<p><b>Course MTC 206: Harley-Davidson Chassis and Engine Controls</b> <span style="float: right;"><b>18 Credit Hours</b></span>  This course emphasizes the manufacturer specifics in regards to suspensions, brakes, final drives, and electrical systems used on Harley-Davidson motorcycles, as well as applying learned knowledge and skills in the areas of ignition systems, fuel systems, service processes, and diagnostics. Prerequisite: MTC. 201,202,203,204. Lecture Hours: 125 Lab Hours: 125.</p>
<p><b>Course MTC 209: ASIAN-Engines and Suspension</b> <span style="float: right;"><b>18 Credit Hours</b></span>  The course emphasizes the use of information resources, sophisticated test equipment and manufacture approved diagnostic and repair procedures as they relate to engines and suspension of Suzuki, Yamaha, Honda, and Kawasaki motorcycles. Prerequisite: MTC 201,202,203,204. Lecture Hours: 125 Lab Hours: 125.</p>
<p><b>Course MTC 210: ASIAN-Service, Electrics and Diagnostics</b> <span style="float: right;"><b>18 Credit Hours</b></span>  This course emphasizes the use of information resources, sophisticated test equipment and manufacture approved procedures as they relate to the service, electrics, and diagnostic/repair components of Suzuki, Yamaha, Honda, and Kawasaki motorcycles. Prerequisite: MTC 201,202,203,204. Lecture Hours: 125. Lab Hours: 125.</p>
<p><b>MTC 211 European Introduction and Triumph</b> <span style="float: right;"><b>18 Credit Hours</b></span>  This specialty course emphasizes the use of information resources, sophisticated test equipment, and manufacturer approved diagnostics and repair procedures as they relate to European motorcycles including Triumph. Prerequisite: Motorcycle Technician Program. Lecture Hours: 125. Lab Hours: 125.</p>
<p><b>MTC 212 European Ducati I and II</b> <span style="float: right;"><b>18 Credit Hours</b></span>  The Ducati specialty course emphasizes the use of information resources, sophisticated test equipment and manufacture approved diagnostic and repair procedures as they relate to Ducati motorcycles. Prerequisite: Motorcycle Technician Program. Lecture Hours: 125. Lab Hours: 125.</p>
<p><b>Course ORP 200: ATV Mechanical Systems and PWC</b> <span style="float: right;"><b>18 Credit Hours</b></span>  This course introduces students to information resources, sophisticated test equipment, manufacturer approved diagnostics, and repair procedures for both the mechanical aspects of all-terrain vehicles (ATV) and all aspects of personal watercraft. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.</p>
<p><b>Course ORP 250: ATV Electrical Systems and Snowmobiles</b> <span style="float: right;"><b>18 Credit Hours</b></span>  This course introduces students to information resources, sophisticated test equipment, manufacturer approved diagnostics, and repair procedures for fuel and electrical related issues on all-terrain vehicles (ATV) and all aspects of snowmobile repair. Prerequisite: None. Lecture Hours: 125. Lab Hours: 125.</p>

## STATEMENT OF OWNERSHIP

This campus is owned and operated by Zenith Education Group, Inc. (Zenith), a Delaware nonprofit corporation. Zenith's sole member is ECMC Group, Inc., a Delaware nonprofit corporation. Corporate offices for Zenith and ECMC Group are located at:

111 Washington Avenue South  
Minneapolis, MN 55401

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James V. McKeon	
Jack O'Connell	
Roberta Cooper Ramo	
Maurice M. Salter	
James E. Murray (Emeritus Dir.)	
Robert A. Stein (Emeritus Dir.)	

## ADMINISTRATION

<b>Administration</b>	
Campus Director & Academic Dean	Christopher Barton
Director of Student Success	Kareena Salter
Enrollment Manager	Kellie Ricci
Director of Career Services	Melissa Creggar
Manager of Student Services	Stephanie Gonter
Manager of Student Finance	Vanessa Mundrean

## ZENITH EDUCATION GROUP

The following schools are owned by Zenith Education Group:	
<b>Everest College</b> <ul style="list-style-type: none"><li>• Arlington (Mid Cities), TX</li><li>• Atlanta West, GA</li><li>• Chesapeake, VA</li><li>• Colorado Springs, CO</li><li>• Everett, WA</li><li>• Fort Worth South, TX</li><li>• Henderson, NV</li><li>• Springfield, MO</li><li>• Tacoma, WA</li><li>• Thornton, CO</li><li>• Woodbridge, VA</li></ul>	<b>Everest Institute</b> <ul style="list-style-type: none"><li>• Austin, TX</li><li>• Gahanna, OH</li><li>• Houston (Bissonnet), TX</li><li>• Houston (Hobby), TX</li><li>• Norcross, GA</li><li>• San Antonio, TX</li><li>• Southfield, MI</li><li>• South Plainfield, NJ</li><li>• Tigard, OR</li></ul>
<b>Everest University</b> <ul style="list-style-type: none"><li>• Tampa, FL</li><li>• Largo, FL</li><li>• Orange Park, FL</li><li>• South Orlando, FL</li></ul>	<b>WyoTech</b> <ul style="list-style-type: none"><li>• Blairsville, PA</li><li>• Daytona Beach, FL</li><li>• Laramie, WY</li></ul>

## STATE SPECIFIC INFORMATION

### ALABAMA STUDENT INFORMATION

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Alabama Department of Postsecondary Education at: 135 South Union Street, Montgomery, AL 36104-43400; (334) 293-4500; <http://www.accs.cc/complaintform.aspx>.

### ARKANSAS STUDENT INFORMATION

The Arkansas State Board of Private Career Education will be notified prior to any changes in this catalog. Information contained in the catalog is expected to remain effective for the forthcoming licensing year.

If a complaint cannot be resolved after exhausting the institution's grievance procedure, the student may file a complaint with the Arkansas State Board of Private Career Education. The student must contact the State Board for further details: 501 Woodlane, Suite 312 South, Little Rock, AR 72201; (501) 683-8000; <http://sbpce@arkansas.gov>.

### Arkansas Refund Policy

- (1) A full refund to any student who cancels the enrollment contract within seventy-two (72) hours (until midnight of the third day excluding Saturdays, Sundays, or legal holidays) after the enrollment contract is executed.
- (2) If an applicant is not accepted for enrollment by a school the applicant is entitled to a full refund of monies paid less an application fee not to exceed twenty-five dollars (\$25).
- (3) If the student has contracted with a school to pursue a distance education program, or combination program, the student is considered as having entered training when the student has completed and submitted to the school the first lesson or has attended one regular class period of instruction whichever comes first.
- (4) If the student has contracted with a school to pursue a resident program, the student is considered as having entered training when the student has attended one regular class period of instruction at the resident school.
- (5) All refunds shall be made by the school to the student or lender no later than thirty (30) calendar days after the student withdraws, is terminated from or completes the program. Proof of refund(s) shall be placed in the student's file. If refunds are made by check, proof shall be a photocopy of the refund check and proof that it has cleared the bank such as the bank statement. If refunds are made by electronic funds transfer, the refund shall be recorded on the student's account record and proof of refund shall be provided to Board staff upon request. If refunds are made to a credit card the credit receipt shall serve as proof of the refund.
- (6) The effective date of the termination, for refund purposes, shall be the last day of attendance.
- (7) The student shall not be required to purchase instructional supplies, books, pay fees, etc. until such time as these materials are needed.
- (8) In the event a school discontinues a program in which students are enrolled, a full refund of all tuition, tools, textbooks, etc. and fees are due. Refunds shall be made within 15 days of the last class meeting date. This statement does not apply to a closed school; however, it does apply to a school that closes only one location.
- (9) Schools shall publish and adhere to a refund policy:
  - A. The registration fee not to exceed one hundred dollars (\$100) paid to the school by the student may be retained as an enrollment or application fee.
  - B. All tuition paid in excess of the registration fee of not more than one hundred dollars (\$100) shall be refundable.
  - C. The refund shall be based on the cost and length of the program. All tuition beyond the current enrollment period shall be refunded when a student terminates.
    - (i) At completion of less than twenty five percent (25%) of the program the refunds shall be made on a pro rata basis.
    - (ii) At completion of 25% but less than 50% of the program the student shall be refunded not less than 50% of the tuition.
    - (iii) At completion of 50% but less than 75% of the program the student shall be refunded not less than 25% of the tuition.
    - (iv) At completion of 75% or more of the program no refund is due the student.
- (10) Students shall be refunded immediately when a course is cancelled and there is not a course required for their program of study available.

### ARIZONA STUDENT INFORMATION

If a 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: 1400 W. Washington, Room 260, Phoenix, AZ 85007; (602) 542-5709; <http://azppse.state.az.us>.

## COLORADO STUDENT INFORMATION

### Colorado Students

The School will make refund determinations for all tuition and fees paid for the charging period in accordance with the following schedule. If the education program for which the student has enrolled is discontinued prior to the student's expected graduation date, the student is entitled to a full refund. The granting of credit for previous training shall not impact the refund policy.

A student terminating training...	Is entitled to a refund of:
Within first 10% of program	90% less cancellation charge
After 10% but within first 25% of program	75% less cancellation charge
After 25% but within first 50% of program	50% less cancellation charge
After 50% but within first 75% of program	25% less cancellation charge
After 75%	NO Refund

### SPECIAL REFUND CIRCUMSTANCES

In case of student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the school will make a settlement that is reasonable and fair to all parties.

The policy for the granting of credit for previous training shall not impact the refund policy.

Inquiry or complaint may be made to the Colorado Private Occupational School Board, Department of Higher Education. The student has a two-year limitation of Division action on student complaints.

NOTE: Potential students are advised to check with all appropriate Colorado regulatory agencies to confirm completion of the program/course offered by WyoTech will satisfy initial or renewal licensing or certification requirements of that agency.

### POSTPONEMENT

Postponement of a starting date, whether at the request of the school of the student, requires a written agreement signed by the student and the school. The agreement must set forth:

- a) Whether the postponement is for the convenience of the school or the student, and;
- b) A deadline for the new start date, beyond which the start date will not be postponed. If the course is not commenced, or if the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

A person claiming pecuniary loss as a result of a deceptive trade or sales practice, pursuant to section 12-59-117, C.R.S., by a school or agent shall first exhaust all complaint and appeals processes available at the school. If the person's complaint is not resolved to the person's satisfaction, the person may file with the Colorado Board a written complaint against the school or agent. A complaint shall be filed within two years after the student discontinues his or her training at the school or at any time prior to the commencement of training.

In the event a class start date is postponed, a student reserves the right to cancel or receive a refund based on the revised start date

### TRANSFERABILITY OF CREDITS TO OTHER INSTITUTIONS

WyoTech does not guarantee the transferability of its credits to any other institution unless there is a written agreement with another institution.

Inquiry or complaints may be made to the Colorado Private Occupational School Board, Department of Higher Education at (303) 862-3001. Students may file complaints online with the Board at <http://higher.ed.colorado.gov/dpos>. There is a two-year limitation (from student's last date of attendance) on the Board taking action on student complaints.

## DELAWARE STUDENT INFORMATION

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Education Associate for Professional Accountability of the State of Delaware Board of Education or the Accrediting Commission. All complaints considered by the State Board of Education or Accrediting Commission must be in written form, with permission for a copy of the complaint to forward the school for its response. The complainant(s) will be kept informed as to the status of the complaint as well as to the final resolution. All inquiries should be addressed to:

Education Associate, Professional Accountability  
Delaware Board of Education,  
Townsend Building, 401 Federal Street, Suite 2  
Dover, DE 19901-3639



## FLORIDA STUDENT INFORMATION

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Commission for Independent Education, Florida Department of Education, 325 West Gaines Street, Suite 1414, Tallahassee, FL 32399-0400, toll-free telephone number 888-224-6684. <http://www.fldoe.org>

## GEORGIA STUDENT INFORMATION SPECIAL REFUND CIRCUMSTANCES

In case of student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the school will make a settlement that is reasonable and fair to all parties.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Georgia Nonpublic Postsecondary Education Commission at: 2082 East Exchange Place, Suite 220, Tucker, GA 30084-5305; (770) 414-3300; <http://www.gnpec.org>.

All monies paid by a prospective student, including any nonrefundable fees are refunded if the student requests a refund within five (5) business days after signing an Enrollment Agreement or if no contract is signed and prior to classes beginning the student requests a refund within five (5) business days after making a payment.

All payments or deposit are credited as tuition payments unless clearly identified on the Enrollment Agreement or other receipt as application or other fees or costs.

Fees and costs will be refund pursuant to the pro rata refund policy. If a student withdraws before completing fifty (50) percent of the period of enrollment except for items that were special ordered for a particular student and cannot be used or sold to another student; items returned in a condition that prevents them from being used or sold to another student; and non-refundable fees for goods and/or services provided by third party vendors.

The refund calculation shall be based on one of the following:

- The state the student began the official withdrawal process
- The last day of attendance by the student
- The last day of academically significant interaction for asynchronous program of study.

The institution does not assess an administrative and/or withdrawal fee for a withdrawal.

If the institutional refund policy is more favorable to the student than the NPEC policy the institution will refund the greater amount. Refunds will be based on the proration of the tuition and percentage of program completed at withdrawal, up until 50% of the program. If a student withdraws after completing 50% of the program there is no refund. This policy applies only to full withdrawals.

If a program of student is cancelled or changed (time or location) in such a way that a student who has started the program or course is unable to continue:

- The institution will accommodate the needs of each student enrolled in the program or course in a timely manner, or
- Refund all money paid by the student for the program of study or course in alternative arrangements determined by NPEC to be equitable to both the institution and the student.

## INDIANA STUDENT INFORMATION

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Indiana Board for Proprietary Education, 101 West Ohio Street, Suite 670, Indianapolis, IN 46204, (317).232.1033, (317) 232.1078, <http://www.in.gov/bpe>

In addition to CANCELLATION POLICY, Indiana students may cancel at any time after signing this Agreement and within six business days following the day of the first class of the first academic year. See the attached Notice of Cancellation form for an explanation of this right. **The institution noted on the front of this agreement is regulated by INDIANA BOARD FOR PROPRIETARY EDUCATION, COMMISSION FOR HIGHER EDUCATION, W462 INDIANA GOVERNMENT CENTER SOUTH, 402 WEST WASHINGTON STREET, INDIANAPOLIS, IN 46204-2767; TELEPHONE: (317) 232-1324.**

## KANSAS STUDENT INFORMATION

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Kansas Board of Regents, 1000 SW Jackson Street, Suite 500, Topeka KS 66612-1368, Tel (785) 296-3421, Fax (785) 296-0983. [www.kansasregents.org](http://www.kansasregents.org)

## LOUISIANA STUDENT INFORMATION

Currently the Louisiana State Board of Regents has jurisdiction only over the diploma programs offered by the WyoTech Laramie campus.

Student complaints relative to actions of school officials shall be addressed to the Louisiana State Board of Regents, Proprietary Schools Section, P.O. Box 3677, Baton Rouge, LA 70821-3677, Phone (225)342-4253, only after the student has unsuccessfully attempted to resolve the matter with the school after having first filed a written and signed complaint with the school's officials.

### **MAINE STUDENT INFORMATION**

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Maine Department of Education at: 23 State House Station, Augusta, ME 04333-0023; (207) 624-6600; [http://www.maine.gov/tools/whatsnew/index.php?topic=edu\\_letters&id=71240&v=article](http://www.maine.gov/tools/whatsnew/index.php?topic=edu_letters&id=71240&v=article).

### **MARYLAND STUDENT INFORMATION**

Maryland students have the right to contact the Maryland Higher Education Commission at 839 Bestgate Road, Suite 400, Annapolis, MD 21401 regarding grievances against the solicitor or the school the solicitor represents.

### **MICHIGAN STUDENT INFORMATION**

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Michigan Department of Energy, Labor & Economic Growth at: P.O. Box 30004, Lansing, MI 48909; (517) 373-1820; [http://www.michigan.gov/documents/mde/Complaint\\_Resolution\\_Process\\_188428\\_7.pdf](http://www.michigan.gov/documents/mde/Complaint_Resolution_Process_188428_7.pdf).

Students may access a complaint form at [www.michiganps.net](http://www.michiganps.net).

### **MINNESOTA STUDENT INFORMATION**

If a complaint cannot be resolved after exhausting the institution's grievance procedure, the student may file a complaint with the Minnesota Office of Higher Education, Registration & Licensing, Office of Higher Education, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, 651-259-3975 or 1-800-657-3866, [info.ohe@state.mn.us](mailto:info.ohe@state.mn.us).

**BUYER'S RIGHT TO CANCEL:** All notices of cancellation should be in writing, signed and dated, and mailed or delivered to the Admissions Office located at your campus. Written notice of cancellation shall take place on the date the letter of cancellation is postmarked or, in the case where the notice is hand carried, it shall occur on the date the notice is delivered to the school. The date of execution of the enrollment agreement 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 from the school. All notices of cancellation shall be acknowledged in writing within 10 business days of receipt of such notice and all refunds shall be forwarded to the student within 30 business days of receipt of such notice. Notification of a student's cancellation will be made within 30 days to any agency known to the school to be providing financial aid. Minnesota students will be notified of acceptance or rejection in writing.

In the event a student is rejected, the student will receive a full refund of all tuition, fees, and other charges. The student will be entitled to a full refund of tuition, fees and other charges if he/she gives written notice that they are cancelling their contract within five business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to be effective on the date that the institution notifies the student that he/she has been accepted into the institution and the student has signed the contract or enrollment agreement. If the notification of acceptance into the institution is sent by mail, then the effective day of being accepted is the postmark on the acceptance letter.

This five-day refund policy applies regardless of when the program starts. If the student gives written notice more than five days after he/she signed the contract, but before the start of the program (or first lesson for an online distance education program), the student will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program. The student will be provided a prorated tuition, fees and other charges refund minus a 25%, up to \$100 administrative fee if he/she provides written notice of their withdrawal after their program has begun, but before 75% program has completed. If the student withdraws from their program after the 75% of the program has been completed, he/she is not entitled to a refund of tuition, fees, and other charges.

### **MISSISSIPPI STUDENT INFORMATION**

#### **RECRUITMENT OF MISSISSIPPI STUDENTS:**

Admissions Representatives may contact Mississippi students after the student requests further information or requests an Admissions Representative to conduct an in-home presentation based on information the student received from a high school presentation by the representative or based on an advertisement seen on television.

In-home presentations are normally conducted with the student and parent or guardian. The representative will inform the student of programs offered at WyoTech and discuss the WyoTech School Catalog, Mississippi Enrollment Agreement, Institution Disclosure of Information Form, and Student Conduct Code. When the student receives and acknowledges all responsibilities and requirements for attendance at WyoTech and the representative answers questions that occurred during the presentation, the student may then make an informed decision to attend WyoTech. Upon this decision, the Admissions Representative completes the Mississippi Enrollment Agreement and obtains the registration fee.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Mississippi State Board for Community & Junior Colleges at: 3825 Ridgewood Road, Jackson, MS 39211; (601) 432-6518; [http://www.mde.k12.ms.us/SBE\\_policymanual/7801.htm](http://www.mde.k12.ms.us/SBE_policymanual/7801.htm).

Licensed by the Mississippi Commission on Proprietary Schools and College Registration, 3825 Ridgewood Road, Jackson, MS 39211; <http://www.mccb.edu/program/psDefault.aspx>; (601) 432-6185.

*Mississippi Refund Policy:*

1. A student who withdraws after five business days of scheduled class attendance of the first period of enrollment will receive a refund in accordance with the following *Mississippi Refund Policy*:

<b>Time Attended</b>	<b>Percent of Refund</b>
After first week; up to 10%	90%
After 10%; up to 25%	50%
More than 25%; up to 50%	25%
More than 50%	0%

The percent of time attended is based on the number of days of attendance compared to the number of days in the period of enrollment.

2. A student who withdraws during a subsequent period of enrollment will receive a refund applicable to the subsequent period of enrollment in accordance with the following schedule:

<b>Time Attended</b>	<b>Percent of Refund</b>
After first week; up to 10%	90%
After 10%; up to 25%	50%
More than 25%; up to 50%	25%
More than 50%	0%

The percent of time attended is based on the number of days of attendance compared to the number of days in the subsequent academic year. Official withdrawal, for refund computation purposes, is the last day of recorded attendance.

### **MISSOURI STUDENT INFORMATION**

If a copy of the grade and attendance transcript is desired, the Registrar must receive a written request, signed and dated by the student. There is no fee for sending transcripts. An official transcript will be sent to employers, schools, military, etc. A student requesting a transcript for him/herself will be given an unofficial "issued to student" copy.

### **INSTRUCTOR QUALIFICATIONS:**

At a minimum each faculty member shall possess at least one of the following qualifications:

1. Graduation from a state approved, four-year degree granting school with satisfactory completion of no less than twenty-four (24) semester hours in the academic or vocational/skill subject area in which the applicant will be assigned to teach. Included in the twenty-four hours must be evidence of satisfactory completion of at least one three (3) semester hour college level course in each subject to which the faculty member is to be assigned; or
2. Hold an associate degree from an accredited college or university and a minimum of four years of practical experience within the last ten years in the field to be taught; or
3. Hold a diploma from a course of at least 900 clock hours from an accredited college or university and a minimum of six years of practical work experience within the last ten years in the field to be taught; or
4. Hold a high school diploma, GED, or satisfy completely the relevant course(s) from a recognized postsecondary institution. In addition, the instructor must have no less than seven calendar years of practical experience in the appropriate field within the last ten years.

Any complaint against an institution should begin by going through your institution's complaint process. Contact your institution to determine how to begin this process. If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Missouri Department of Higher Education at: 205 Jefferson Street, Jefferson City, MO 65102-1469; (573) 751-2361;

<http://highered.mo.gov/ProgramInventory/viewFullList.do>.

### **NEW HAMPSHIRE STUDENT INFORMATION**

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the New Hampshire Postsecondary Education Commission at: 3 Barrell Court, Suite 300, Concord, NH 03301; (603) 271-2555; <http://www.nh.gov/postsecondary/complaints/index.html>.

### **NEW JERSEY STUDENTS**

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the New Jersey Department of Labor and Workforce Development at: 1 John Fitch Plaza, Trenton, NJ 08625-0110; (877) 900-6960; [Constituent.Relations@dol.state.nj.us](mailto:Constituent.Relations@dol.state.nj.us); <http://www.state.nj.us/education/nonpublic/192193complaintpolicy.pdf>.

In the event of an unannounced school closure, students enrolled at the time of the closure must contact the Department of Labor and Workforce Development's Training Evaluation Unit within ninety (90) calendar days of the closure. Failure to do so within the ninety (90) days may exclude the student from any available form of assistance. The contact number to call is (609) 292-4287.

*New Jersey Refund Policy:*

1. A student who withdraws after five business days of scheduled class attendance of the first academic year will receive a refund in accordance with the following *New Jersey Refund Policy*:

Time Attended	Percent of Refund
Within first week	90%
After first week; through the third week	80%
After third week; up to 25%	55%
More than 25%; up to 50%	30%
More than 50%	0%

The percent of time attended is based on the number of days of attendance compared to the number of days in the academic year.

2. A student who withdraws during a subsequent academic year will receive a refund applicable to the subsequent academic year in accordance with the following schedule:

Time Attended	Percent of Refund
Within first week	90%
After first week; through the third week	80%
After third week; up to 25%	55%
More than 25%; up to 50%	30%
More than 50%	0%

The percent of time attended is based on the number of days of attendance compared to the number of days in the subsequent academic year. Official withdrawal, for refund computation purposes, is the last day of recorded attendance.

**NEW MEXICO STUDENT INFORMATION**

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the New Mexico Higher Education Department at: 2048 Galisteo, Santa Fe, NM 87505; (505) 476.8400; <http://www.hed.state.nm.us/Complaints.aspx>.

**OHIO STUDENT INFORMATION**

Any comments or complaints may be directed to the Ohio State Board of Career Colleges and Schools, 30 East Broad Street, 24<sup>th</sup> Floor, Suite 2481, Columbus, OH 43215; (614) 466-2752.

**OKLAHOMA STUDENT INFORMATION**

**SPECIAL REFUND CIRCUMSTANCES**

In case of student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the school will make a settlement that is reasonable and fair to all parties.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Oklahoma Board of Private Vocational Schools (OBPVS) at: 3700 Classen Boulevard, Suite 250, Oklahoma City, OK 731182864; (405) 528-3370; <http://www.okdhs.org/library/policy/oac340/002/03/0026000.htm>.

**BOOKS AND TOOLS**

Books and a set of tools will be provided (loaned) to the student at no additional charge.

The school reserves the right to change class schedules, change or eliminate sessions, revise or withdraw programs, and make other changes in training-related matters at any time, with approval from the Oklahoma Board of Private Vocational Schools. NOTICE: Any holder of a 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.

## **OREGON STUDENT INFORMATION**

### **STUDENT ACADEMIC GRIEVANCE PROCEDURE**

1. Each student is encouraged to discuss and work out any difficulty or misunderstanding with the particular instructor or academic staff members with whom that situation exists.
2. The student's concern/problem/complaint will be presented verbally to the Department Coordinator and the Department Coordinator shall attempt to resolve the problem.
3. If the Department Coordinator is unable to resolve the problem at his or her level, the student may prepare a written statement of the problem or situation.
4. The Department Coordinator who was unable to resolve the problem/complaint or to otherwise satisfy the student will sign and date the written complaint indicating that he or she was aware of the situation and remained unable to resolve it. The student will also sign and date the complaint and then forward it to the Director of Education.
5. The Director of Education will review the complaint, set a timely date for a meeting with the student, collect any pertinent files and records for examination, and notify appropriate personnel, if any, of the meeting.
6. All facts and relevant information, testimony, and records will be presented at the meeting.
7. The Director of Education, after considering all pertinent facts, will arrive at a final decision which will be communicated to the student, instructor or staff member and Department Coordinator in a timely fashion.
8. If the decision is disputed by the student, all relevant information will be forwarded within one working day to the President of WyoTech. The President will review the complaint and render a binding decision within two days of hearing the complaint. The student will receive a written response.

Students aggrieved by action of the school should attempt to resolve these problems with appropriate school officials. Should this procedure fail students may contact: Oregon Higher Education Coordinating Commission. After consultation with appropriate Department staff and if the complaint alleges a violation of Oregon Revised Statutes 345.010 to 345.470 or standards of the Oregon Administrative Rules 581-045-0001 through 581-045-0210, the Department will begin the complaint investigation process as defined in OAR 581-045-0023 Appeals and Complaints.

Any person unlawfully discriminated against, as described in ORS 345.240, may file a complaint under ORS 659A.820 with the Commissioner of the Bureau of Labor and Industries.

Any inquiry a student may have regarding this contract may be made in writing to the Director of Admissions at the respective campus indicated on the front of this agreement. Inquiries can also be addressed to the Oregon Higher Education Coordinating Commission, 775 Court Street NE, Salem, Oregon, 97301, (503) 947-5751.

### **CANCELLATION AND REFUND POLICY FOR OREGON STUDENTS**

- (1) A student may cancel enrollment by giving written notice to the school. Unless the school has discontinued the program of instruction, the student is financially obligated to the school according to the following:
  - (a) If cancellation occurs within five business days of the date of enrollment, and before the commencement of classes, all monies specific to the enrollment agreement shall be refunded;
  - (b) If cancellation occurs after five business days of the date of enrollment, and before the commencement of classes, the school may retain only the published registration fee. Such fee shall not exceed 15 percent of the tuition cost, or \$150, whichever is less;
  - (c) If withdrawal or termination occurs after the commencement of classes and before completion of 50 percent of the contracted instruction program, the student shall be charged according to the published class schedule. The student shall be entitled to a pro rata refund of the tuition when the amount paid exceeds the charges owed to the school. In addition to the pro-rated tuition, the school may retain the registration fee, book and supply fees, and other legitimate charges owed by the student;
  - (d) If withdrawal or termination occurs after completion of 50 percent or more of the program, the student shall be obligated for the tuition charged for the entire program and shall not be entitled to any refund;
  - (e) The enrollment agreement shall be signed and dated by both the student and the authorized school official. For cancellation of the enrollment agreement referenced in subsections (1)(a) and (b) of this rule, the "date of enrollment" will be the date that the enrollment agreement is signed by both the student and the school official, whichever is later.
- (2) Published Class Schedule (for the purpose of calculating tuition charges) means the period of time between the commencement of classes and the student's last date of attendance as offered by the school and scheduled by the student.
- (3) The term "Pro rata Refund" means a refund of tuition that has been paid for a portion of the program beyond the last recorded date of attendance.
- (4) When a program is measured in clock hours, the portion of the program for which the student will be charged is determined by dividing the total clock hours into the number of clock hours accrued according to the published class schedule as of the last date of attendance.

- (5) When a program is measured in credit hours, the portion of the program for which the student will be charged is determined by dividing the total number of weeks into the number of weeks accrued according to the published class schedule as of the last date of attendance.
- (6) For other measurements of time such as days or weeks, the portion of the enrollment period for which the student will be charged is determined by dividing the total number of days or weeks into the number of days or weeks, accrued according to the published class schedule as of the last date of attendance.
- (7) The term "tuition cost" means the charges for instruction including any lab fees. "Tuition cost" does not include application fees, registration fees, or other identified program fees and costs. The school shall adopt and publish policies regarding the return of resalable books and supplies and/or the prorating of user fees, other than lab fees.
- (8) The school shall not charge a withdrawal fee of more than \$25.
- (9) The school may adopt and apply refund calculations more favorable to the student than those described under this policy.
- (10) When a cancellation, withdrawal, termination, or completion occurs, a calculation of all allowable charges under this rule shall be made. If such calculations evidence that the school received total payments greater than its allowable charges:
  - (a) Within 40 days after notification of such cancellation, withdrawal, termination, or completion, a written statement showing allowable charges and total payments received shall be delivered to the student by the school, together with a refund equal in amount to monies paid to the school in excess of those allowable charges;
  - (b) In the event payments to a student account are derived from federal and/or state tuition assistance program(s), including student loan programs, regulations governing refund notification and awarding within respective program(s) shall prevail in lieu of paragraph (a) of this subsection, but only with respect to the covered portions thereof; and
  - (c) In the event payments to a student account are derived from a sponsoring public agency, private agency, or any source other than the student, the statement of charges and payments received together with an appropriate refund described under paragraph (a) of this subsection may be delivered instead to such party(ies) in interest, but only with respect to the covered portions thereof.
- (11) In case of disabling illness or accident, death in the immediate family, or other circumstances beyond the control of the student that causes the student to leave school, the school shall arrange a prorated tuition settlement that is reasonable and fair to both parties.
- (12) A school shall be considered in default of the enrollment agreement when a course or program is discontinued or canceled or the school closes prior to completion of contracted services. When a school is in default, student tuition may be refunded by the school on a pro rata basis. The pro rata refund shall be allowed only if the Superintendent determines that the school has made provision for students enrolled at the time of default to complete a comparable program at another institution. The provision for program completion shall be at no additional cost to the student in excess of the original contract with the defaulting school. If the school does not make such provision, a refund of all tuition and fees shall be made by the school to the students.

#### **PENNSYLVANIA STUDENT INFORMATION**

**Pennsylvania Students:** Any inquiry a student may have regarding the terms of this contract may be made to the Director of Admissions at WyoTech, 500 Innovation Drive, Blairsville, PA 15717. The school is licensed by the State Board of Private Licensed Schools, Pennsylvania Department of Education, 333 Market Street, Harrisburg, PA 17126-0333. Any questions or concerns not satisfactorily resolved by a school official may be brought to the attention of the Board.

#### **SOUTH CAROLINA STUDENT INFORMATION**

Students aggrieved by action of the school should attempt to resolve these problems with appropriate school officials. If the complaint cannot be resolved at the school level through its complaint procedure, students may file a complaint with the South Carolina Commission on Higher Education. The complaint form is available at the following link. [http://www.che.sc.gov/CHE\\_Docs/AcademicAffairs/License/Complaint\\_procedures\\_and\\_form.pdf](http://www.che.sc.gov/CHE_Docs/AcademicAffairs/License/Complaint_procedures_and_form.pdf).

#### **INSTRUCTOR QUALIFICATIONS**

WyoTech will abide by the degree program minimum requirements as stated in the Standards of Accreditation: "All faculty must be able to demonstrate a command of theory and practice, contemporary knowledge, and continuing study in their field. Faculty teaching technical and occupationally related courses in either non-degree or occupational associate degree programs must have a minimum of three years of related practical work experience." For Applied General Education topics, we will also meet the Standards as stated, "Faculty teaching applied general education courses in an occupational associate degree program must have a baccalaureate degree with appropriate coursework in the subject area(s) taught or three years related practical work experience and college level coursework in the subject area(s) taught."

## TENNESSEE STUDENT INFORMATION

Inquiries or grievances not resolved on the institutional level may be forwarded to the: Tennessee Higher Education Commission, Parkway Towers Suite 1900, 404 James Robertson Parkway, Nashville, TN 37243-0830, (615) 741-5293.

## INSTRUCTOR QUALIFICATIONS

WyoTech will abide by the degree program minimum requirements as stated in the Standards of Accreditation: "All faculty must be able to demonstrate a command of theory and practice, contemporary knowledge, and continuing study in their field. Faculty teaching technical and occupationally related courses in either non-degree or occupational associate degree programs must have a minimum of three years of related practical work experience." For Applied General Education topics, we will also meet the Standards as stated, "Faculty teaching applied general education courses in an occupational associate degree program must have a baccalaureate degree with appropriate coursework in the subject area(s) taught or three years related practical work experience and college level coursework in the subject area(s) taught."

## TRANSFERRING CREDITS

The disclosure on the transferability of credits shall be as follows: Credits earned at the school may not transfer to another educational institution. Credit earned at another educational institution may not be accepted by the school. You should obtain confirmation that the school will accept any credits you have earned at another educational institution before you execute an enrollment contract or agreement. You should also contact educational institutions that you may want to transfer credits earned at the school to determine if such institution will accept credits earned at the school prior to executing an enrollment contract or agreement. The ability to transfer from the school to another educational institution may be very limited. Your credits may not transfer and you may have to repeat courses previously taken at the school if you enroll in another educational institution. You should never assume that credits will transfer to or from any educational institution. It is highly recommended and you are advised to make certain that you know that the transfer of credit policy of the school and of any other educational institution you may in the future want to transfer the credits earned at the school before you execute an enrollment contract or agreement in.

Students received a Disclosure on Transferability of Credits and information concerning job placement, graduation, and tuition for each program before signing this enrollment agreement. Inquiries or grievances not resolved on the institutional level may be forwarded to Tennessee Higher Education Commission, Parkway Towers Suite 1900, 404 James Robertson Parkway, Nashville, TN 37243-0830; (615) 741-5293.

## JOB PLACEMENT AND GRADUATION INFORMATION

Job placement and graduation information for the school can be found at the Tennessee Higher Education Commission website located at <http://www.state.tn.us/thec/>

## TEXAS STUDENT INFORMATION

**PAYMENT OF REFUNDS:** Refunds due to the student will be paid within 30 days from the date of determination of withdrawal or from the date the applicant was not accepted by the school, whichever is applicable. If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid funds.

**FEDERAL RETURN OF TITLE IV FUNDS POLICY:** Please refer to the catalog section titled "Federal Return of Title IV Funds Policy" for further detail that may affect the return of federal funds.

**STUDENTS CALLED TO ACTIVE MILITARY DUTY:** Continuing students who have completed 50% or less of their program are entitled to a full refund of tuition, fees, and other charges paid. Such students who have completed more than 50% of their program are entitled to a strict pro rata refund.

## SPECIAL REFUND CIRCUMSTANCES

In case of student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the school will make a settlement that is reasonable and fair to all parties.

## TEXAS STUDENT REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE

A student of the school who withdraws from the school as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for the program in which the student is enrolled: (1) if tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following

withdrawal; (2) a grade of incomplete with the designation “withdrawn-military” for the courses in the program, other than courses for which the student has previously received a grade on the student’s transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program; or (3) the assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor(s) of the program determine that the student has: (A) satisfactorily completed at least 90 percent of the required coursework for the program; and (B) demonstrated sufficient mastery of the program material to receive credit for completing the program.

#### CLASS SCHEDULE

Morning and evening classes are scheduled as enrollment necessitates. Students attend class Monday – Friday. Morning classes are from 7:00 AM to 4:00 PM and night classes are from 4:30 PM – 1:40 AM. Students have regularly scheduled breaks throughout each class period.

#### OCCUPATIONAL OPPORTUNITIES

A graduate from the Motorcycle Technology program might be interested in employment as a Motorcycle Technician or Mechanic. A graduate from the Marine Technology program might be interested in employment as a Motorboat Mechanic or a Marine Equipment Mechanic. Graduates from both programs could be employed as Outdoor Power Equipment Mechanic, Small Engine Mechanic, Mechanic for Equipment Rental Companies, Mechanic for Landscaping Services, or a Mechanic for a Racing Team for Motorcycles or Motorboats. During the fall and winter a graduate from the above listed programs might be interested in employment as a Snowmobile Mechanic or Schedule Time-Consuming Engine Overhauls.

#### MAIN JOB SKILLS

To successfully complete training students must demonstrate competency in the following areas (this is a small sample and is not meant to be all-inclusive):

Marine: Repair and adjust the electrical and mechanical equipment of inboard and outboard boat engines. Most small boats have portable outboard engines that are removed and brought into the repair shop. Larger craft, such as cabin cruisers and commercial fishing boats, are powered by diesel or gasoline inboard or inboard-outboard engines, which are removed only for major overhauls. Most of these repairs are performed at the docks or marinas. Motorboat mechanics also may work on propellers, steering mechanisms, marine plumbing, and other boat equipment.

Motorcycle: Repair and overhaul motorcycles, motor scooters, mopeds, dirt bikes, and all-terrain vehicles. Besides repairing engines, they may work on transmissions, brakes, and ignition systems and make minor body repairs. Mechanics often service just a few makes and models of motorcycles, because most work for dealers that service only the products they sell.

Advanced Marine: Learning advanced installation and troubleshooting techniques for recreational marine vessel support systems including the controls, operation, service and repair of power generation and supply systems and Electronic Fuel Injection, marine electronics and Data transfer buses. Comprehension of computer and software usage as it pertains to engine interface, control area network, parts research and service manual usage will be discussed and performed, including troubleshooting using digital meters and advanced diagnostic tools.

Off-Road Power: Learning information resources, sophisticated test equipment, manufacturer approved diagnostics, service, and repair procedures for both the mechanical aspects of all-terrain vehicles (ATV) and all aspects of personal watercraft and diagnostics, service and repair procedures for fuel and electrical related issues on all-terrain vehicles (ATV) and all aspects of snowmobile repair. Including troubleshooting using digital meters and advanced diagnostic tools.

Harley-Davidson: Disassembly, inspection, and assembly of the Iron Head and Evolution engines. Perform the necessary measurements and adjustments for proper engine operation. Disassembly, inspection, and assembly of the Big Twins and V-Rod engines. Perform the necessary measurements and adjustments for proper engine operation. Knowledge and skills in the areas of suspensions, brakes, final drives, electrical systems, ignition systems, fuel systems, service procedures, and diagnostics used on Harley-Davidson motorcycles.

European: Information resources, sophisticated test equipment and manufacturer approved diagnostic and repair procedures as they relate to Ducati motorcycles. Training applies towards students being awarded Ducati and Triumph Entry Level Certification training status.

Asian: Information resources, sophisticated test equipment and manufacturer approved diagnostic and repair procedures as they relate to Honda and Kawasaki motorcycles. Information resources, sophisticated test equipment and manufacturer approved diagnostic and repair procedures as they relate to Suzuki and Yamaha motorcycles.

#### STUDENT ACADEMIC GRIEVANCE PROCEDURE

1. Each student is encouraged to discuss and work out any difficulty or misunderstanding with the particular instructor or academic staff members with whom that situation exists.



2. The student's concern/problem/complaint will be presented verbally to the Department Coordinator and the Department Coordinator shall attempt to resolve the problem.
3. If the Department Coordinator is unable to resolve the problem at his or her level, the student may prepare a written statement of the problem or situation.
4. The Department Coordinator who was unable to resolve the problem/complaint or to otherwise satisfy the student will sign and date the written complaint indicating that he or she was aware of the situation and remained unable to resolve it. The student will also sign and date the complaint and then forward it to the Director of Education.
5. The Director of Education will review the complaint, set a timely date for a meeting with the student, collect any pertinent files and records for examination, and notify appropriate personnel, if any, of the meeting. The student will have the right to invite an appropriate representative of his or her choice to attend the meeting.
6. All facts and relevant information, testimony, and records will be presented at the meeting.
7. The Director of Education, after considering all pertinent facts, will arrive at a final decision which will be communicated to the student, instructor or staff member and Department Coordinator in a timely fashion.
8. If the decision is disputed, all relevant information will be forwarded within one working day to the President of WyoTech. The President will review the complaint and render a binding decision within two days of hearing the complaint. The student will receive a written response.
9. Any grievances not resolved by the school may be forwarded to the Texas Workforce Commission, Career Schools and Colleges, Room 226T, 101 East 15<sup>th</sup> Street, Austin, Texas 78778-0001, Phone: (512) 936-3100, <http://csc.twc.state.tx.us>

WyoTech's associate degrees are not certified by the Texas Higher Education Coordinating Board or the TWC; these agencies do not offer certification of degree programs to institutions located outside of Texas. WyoTech cannot guarantee that credits earned from the degree programs or the degrees themselves will be transferable in the state of Texas.

**Texas Students:** Approved and regulated by the Texas Workforce Commission, Career Schools and Colleges, Austin, Texas. WyoTech's Associate in Specialized Technology degree programs are not certified by the Texas Higher Education Coordinating Board or the Texas Workforce Commission. WyoTech cannot guarantee that credits earned from the degree programs or the degrees themselves will be transferable in the state of Texas. 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.

Following are credit hour earnings by course of all the courses offered at WyoTech, as defined by the TWC:

Vessel Power Transmission Systems	(Theory: 125, Lab: 125, Credit: 18.5)
Inboard Engine Propulsion Systems	(Theory: 125, Lab: 125, Credit: 18.5)
Diesel Engines, Power Generation and Marine Electronics	(Theory: 125, Lab: 125, Credit: 18.5)
Outboard Engine Propulsion Systems	(Theory: 125, Lab: 125, Credit: 18.5)
Advanced Diesel and Power Generation	(Theory: 125, Lab: 125, Credit: 18.5)
Advanced EFI and Canbus Systems	(Theory: 125, Lab: 125, Credit: 18.5)
ATV Mechanical Systems and PWC	(Theory: 125, Lab: 125, Credit: 18.5)
ATV Electrical Systems and Snowmobiles	(Theory: 125, Lab: 125, Credit: 18.5)
Suspension and Brake Systems	(Theory: 125, Lab: 125, Credit: 18.5)
Four Stroke and Two Stroke Engines	(Theory: 125, Lab: 125, Credit: 18.5)
Fundamentals of Electricity and Electrical Systems	(Theory: 125, Lab: 125, Credit: 18.5)
Fuel Systems and Service	(Theory: 125, Lab: 125, Credit: 18.5)
Harley-Davidson Engines I & II	(Theory: 125, Lab: 125, Credit: 18.5)
Harley-Davidson Chassis and Engine Controls	(Theory: 125, Lab: 125, Credit: 18.5)
European Introduction and Triumph	(Theory: 125, Lab: 125, Credit: 18.5)
European Ducati I and II	(Theory: 125, Lab: 125, Credit: 18.5)
Asian-Honda and Kawasaki	(Theory: 125, Lab: 125, Credit: 18.5)
Asian-Suzuki and Yamaha	(Theory: 125, Lab: 125, Credit: 18.5)
Accounting and Financial Management	(Theory: 63.5, Lab: 20.5, Credit: 7.0)
Computers and Business Applications	(Theory: 50.5, Lab: 32.5, Credit: 6.5)
Communications	(Theory: 55, Lab: 28, Credit: 7.0)
Management Concepts	(Theory: 45.5, Lab: 37.5, Credit: 6.5)
Human Resource Management	(Theory: 44, Lab: 39, Credit: 6.5)
Shop Management	(Theory: 44.5, Lab: 39.5, Credit: 6.5)

## WASHINGTON STUDENT INFORMATION

INSTRUCTOR QUALIFICATIONS: At a minimum each faculty member shall possess at least one of the following qualifications:

1. Graduation from a state approved, four-year degree granting school with satisfactory completion of no less than twenty-four (24) semester hours in the academic or vocational/skill subject area in which the applicant will be assigned to teach. Included in the twenty-four hours must be evidence of satisfactory completion of at least one three (3) semester hour college level course in each subject to which the faculty member is to be assigned; or
2. Hold an associate degree from an accredited college or university and a minimum of four years of practical experience within the last ten years in the field to be taught; or
3. Hold a diploma from a course of at least 900 clock hours from an accredited college or university and a minimum of six years of practical work experience within the last ten years in the field to be taught; or
4. Hold a high school diploma, GED, or satisfy completely the relevant course(s) from a recognized postsecondary institution. In addition, the instructor must have no less than seven calendar years of practical experience in the appropriate field within the last ten years.

A detailed listing of names, titles, education and experience for all instructors and instructional supervisors is displayed in the Career Services Department at WyoTech.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Workforce Training and Education Coordinating Board at: 128 10<sup>th</sup> Avenue SW, Olympia, WA 98504-3105; (360) 753-5662; [workforce@wtb.wa.gov](mailto:workforce@wtb.wa.gov); [http://www.wtb.wa.gov/PCS\\_ComplaintForm.asp](http://www.wtb.wa.gov/PCS_ComplaintForm.asp).

THIS SCHOOL IS LICENSED UNDER CHAPTER 28C.10 RCW; INQUIRIES OR COMPLAINTS REGARDING THIS OR ANY OTHER PRIVATE VOCATIONAL SCHOOL MAY BE MADE TO THE WORKFORCE TRAINING AND EDUCATION COORDINATING BOARD, 128 TENTH AVENUE SW, BOX 43105, OLYMPIA, WASHINGTON 98504; Web: [wtb.wa.gov](http://wtb.wa.gov); (360) 753-5662; Email address: [wtecb@wtb.wa.gov](mailto:wtecb@wtb.wa.gov).

#### WISCONSIN STUDENT INFORMATION

The date of execution of this transaction for Wisconsin students is the date the student applicant receives the letter of acceptance from the school. In addition to the CANCELLATION POLICY: If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. In addition to the CANCELLATION POLICY, Wisconsin students may cancel this agreement within five business days after receipt of a notice of acceptance, by certified mail, from the school. **Career Services Assistance:** The school provides employment assistance to graduates in good standing at no additional charge. This service is not given as an inducement to enroll, and no guarantee or representation of employment is made or implied. Services offered by the Career Services office include resume development and distribution, on-campus employer visits, and computerized referral systems. **Notice: Any holder of the 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.** In addition to general cancellation provisions above, Wisconsin students wishing to cancel enrollment may print, fill out and sign the Wisconsin Student's Right to Cancel Form (Wisconsin State Form EAB:1.07). Once completed, please fax or email directly to your school official (i.e. Student Services Advisor).

Student referrals to prospective employers are not based on direct contact with the employer regarding current job openings.

SPECIAL REFUND CIRCUMSTANCES: In case of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the school will make a settlement that is reasonable and fair to all parties.

PAYMENT OF REFUNDS: Refunds due to the student will be paid within 30 days of the date of determination of withdrawal.

Unexplained absences from school for a period of 10 consecutive school days constitute constructive notice of withdrawal. Refunds due to the student will be paid within 30 calendar days from the date of withdrawal.

PROGRESS REPORTS: Progress reports/academic transcripts are defined as a single page report containing, at a minimum, the student's name, ID number, dates of attendance, course of instruction, amount of credit attempted, credit awarded, grade and attendance by subject, status (enrolled, completed, graduated, or withdrawn), date of status, and designation of degree or diploma conferred. These same transcripts are maintained at the school indefinitely.

INSTALLMENT PAYMENTS: If circumstances require a student to make installment payments, payments may be made in no more than three installments.

DEFINITION OF A CLOCK HOUR/CONTACT HOUR: The WEAB defines "clock hour" as a 60 minute period, and a "contact hour" as 50 minutes of supervised or directed instruction in a 60 minute period.

TRANSFERABILITY OF CREDITS: The admissions office of the receiving school should be consulted regarding transferability of credits from WyoTech.

APPLICATION DEADLINE: Registration day of each class start is the latest a student can apply for that particular start date. It is recommended that application be made as early as possible to ensure acceptance and space availability.

ATTENDANCE POLICY: The attendance policy does not distinguish between excused or unexcused absences. A student is late if not in attendance at the scheduled class start time. Tardies do not impact absences.

Students aggrieved by action of the school should attempt to resolve these problems with appropriate school officials. Should this procedure fail, students may contact: Wisconsin Educational Approval Board, 201 West Washington Avenue 3<sup>rd</sup> Floor, Madison, Wisconsin 53708, (608) 266-1996.

#### **WYOMING STUDENT INFORMATION**

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Wyoming Department of Education at: 2300 Capitol Avenue, Hathaway Building, 2<sup>nd</sup> Floor, Cheyenne, WY 82002-0050; (307) 777-7690; <http://edu.wyoming.gov/ContactUs.aspx>.

## STATE SPECIFIC ATTORNEY GENERAL COMPLAINT INFORMATION

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Alabama Attorney General at Consumer Affairs Section, Office of the Attorney General, 501 Washington Avenue, Montgomery, Alabama 36130-0152; (334) 242-7335; <http://www.ago.state.al.us/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of the Attorney General, Consumer Protection Division, 200 Tower Building, 323 Center Street, Little Rock, AR 72201-2610; (501) 682-2341; [consumer@arkansasag.gov](mailto:consumer@arkansasag.gov); <http://www.ag.arkansas.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Public Inquiry Unit, Office of the Attorney General, P.O. Box 944255, Sacramento, CA 94244-2550; (916) 322-3360; TTY/TDD: (800) 735-2929; <http://www.ag.ca.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Attorney General, 1525 Sherman St., Denver, CO 80203; (800) 222-4444; [attorney.general@state.co.us](mailto:attorney.general@state.co.us); <http://www.coloradoattorneygeneral.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Consumer Protection Unit, Department Of Justice, State Of Delaware, 820 N. French Street, 5<sup>th</sup> Floor, Wilmington, De 19801; (800) 220-5424; [consumer.protection@state.de.us](mailto:consumer.protection@state.de.us); <http://attorneygeneral.delaware.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of the Attorney General, PL-01 The Capitol, Tallahassee, FL 32399-1050; (850) 414-3990; <http://myfloridalegal.com>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Georgia Attorney General at Governor's Office of Consumer Protection; 2 Martin Luther King, Jr. Drive, Ste. 356; Atlanta, GA 30334; (404) 651-8600; <http://consumer.georgia.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Illinois Attorney General, Consumer Fraud Bureau, 500 South Second Street, Springfield, IL 62706; (217) 782-1090; [www.IllinoisAttorneyGeneral.gov](http://www.IllinoisAttorneyGeneral.gov).

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Indiana Board for Proprietary Education at: 101 West Ohio Street Suite 670, Indianapolis, IN 46204; (317) 464-4400; <http://www.in.gov/cpe/2329.htm>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Kansas Board of Regents, Private Postsecondary Education Division, 1000 S.W. Jackson St., Suite 520, Topeka, Kansas 66612-1368, (785) 296-1529, Fax (888) 975-8313.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Kentucky Attorney General at Office of Attorney General, Consumer Protection Division, 1024 Capital Center Drive, Frankfort, KY 40601; (888) 432-9257; [consumer.protection@ag.ky.gov](mailto:consumer.protection@ag.ky.gov); [www.ag.ky.gov/cp](http://www.ag.ky.gov/cp).

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of the Attorney General, Consumer Protection Section, P.O. Box 94005, Baton Rouge, LA 70804-9005; (800) 351-4889; <http://www.ag.louisiana.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of the Attorney General, Consumer Protection Division, 200 St. Paul Place, Baltimore, MD 21202; (410) 528-8662; [consumer@oag.state.md.us](mailto:consumer@oag.state.md.us); <http://www.oag.state.md.us/index.htm>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Maine Attorney General at Attorney General's Consumer, Information and Mediation Service, 6 State House Station, Augusta, Maine 04333; (207) 626-8849; [consumer.mediation@maine.gov](mailto:consumer.mediation@maine.gov); <http://www.maine.gov/ag/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Michigan Attorney General at Office of the Attorney General, Consumer Protection Division, P.O. Box 30213, Lansing, MI 48909-7713; (517) 373-1140.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of Minnesota Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, MN 55101; (651) 296-3353; TTY: (651) 297-7206; <http://www.ag.state.mn.us/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Mississippi Attorney General at Consumer Protection Division, Office of the Attorney General, P.O. Box 22947, Jackson, Mississippi 39225-2947; (601) 359-4230; <http://www.ago.state.ms.us>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Missouri Attorney General at Attorney General's Office, Consumer Protection Unit, P.O. Box 899, Jefferson City, MO 65102; (573) 781-3321; [ago.mo.gov](http://ago.mo.gov).

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of Consumer Protection, 2225 11th Avenue, P.O. Box 200151, Helena, MT 59620-0151; (800) 481-6896; [contactocp@mt.gov](mailto:contactocp@mt.gov).

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the New Hampshire Attorney General at Office of the Attorney General, Consumer Protection And Antitrust Bureau, 33 Capitol Street, Concord, New Hampshire 03301; (603) 271-3641; <http://doj.nh.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the New Jersey Attorney General at New Jersey Office of the Attorney General, Division of Consumer Affairs, P.O. Box 45025, Newark, New Jersey 07101; (800)242-5846; [AskConsumerAffairs@lps.state.nj.us](mailto:AskConsumerAffairs@lps.state.nj.us); <http://www.njconsumeraffairs.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the New Mexico Attorney General at New Mexico Attorney General, 408 Galisteo Street, Villagra Building, Santa Fe, New Mexico 87501; (505) 827-6000, <http://www.hed.state.nm.us/institutions/complaints.aspx>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of Ohio Attorney General, Consumer Protection Section, 30 E. Broad St., 14<sup>th</sup> Floor, Columbus, OH 43215; (614) 466-1305; [www.ohioattorneygeneral.gov](http://www.ohioattorneygeneral.gov).

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Oklahoma Attorney General at Office of Attorney General, Consumer Protection Unit, Attn: Investigative Analyst, 313 N.E. 21<sup>st</sup> Street, Oklahoma City, Oklahoma 73105; (405) 521-2029; [www.oag.ok.gov](http://www.oag.ok.gov).

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Financial Fraud/Consumer Protection Section, 1162 Court St. NE, Salem, OR 97301-4096; (503) 378-4320; [consumer.hotline@doj.state.or.us](mailto:consumer.hotline@doj.state.or.us); <http://www.doj.state.or.us>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Bureau of Consumer Protection, Administrative Office, 14<sup>th</sup> Floor, Strawberry Square Harrisburg, PA 17120; (717) 787-9707; <http://www.attorneygeneral.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the South Carolina Department of Consumer Affairs, 3600 Forest Drive, Third Floor, Post Office Box 5757, Columbia, South Carolina 29250-5757; (803) 734-4200; <http://www.sconsumer.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Office of the Attorney General, Consumer Protection Division, P.O. Box 12548, Austin, Texas 78711-2548; (512) 463-2100; <https://www.oag.state.tx.us>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Washington Attorney General at Office of the Attorney General, 1220 Main Street, Ste. 549, Vancouver, WA 98660-2964; (360) 759-2150; TTY: (800) 833-6384; <http://www.atg.wa.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Department of Agriculture, Trade and Consumer Protection, Bureau of Consumer Protection, P.O. Box 8911 Madison, WI 53708-8911; (608) 224-5012; <http://datcp.wi.gov/>.

If the student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Wyoming Attorney General at Attorney General's Office, Consumer Protection Unit, 123 Capitol Building, 200 W. 24<sup>th</sup> Street, Cheyenne, WY 82002; (307) 777-7841; TDD: (307) 777-5351; <http://attorneygeneral.state.wy.us>.

# ACADEMIC CALENDARS

## 8.30 HOUR PROGRAM SCHEDULE

### Spring Schedule 2016

\*April Registration ..... Monday, April 4, 2016  
Course Session ..... Monday, April 4, 2016 – Friday, May 13, 2016  
Finals and Course End ..... Friday, May 13, 2016  
Course Session ..... Monday, May 16, 2016 - Monday, June 27, 2016  
Memorial Day Holiday ..... Monday, May 30, 2016  
Finals and Graduation ..... Monday, June 27, 2016

### Summer Schedule 2016

\*June Registration ..... Monday, June 27, 2016  
Course Session ..... Tuesday, June 28, 2016 – Tuesday, August 9, 2016  
Finals and Course End ..... Tuesday, August 9, 2016  
Independence Day Holiday ..... Monday, July 4, 2016  
Course Session ..... Wednesday, August 10, 2016 - Wednesday, September 21, 2016  
Labor Day Holiday ..... Monday, September 5, 2016  
Finals and Graduation ..... Wednesday, September 21, 2016

### Fall Schedule 2016

\*September Registration ..... Thursday, September 22, 2016  
Course Session ..... Thursday, September 22, 2016 – Wednesday, November 2, 2016  
Finals and Course End ..... Wednesday, November 2, 2016  
Course Session ..... Thursday, November 3, 2016 - Friday, December 16, 2016  
Thanksgiving Holiday Break ..... Thursday, November 24, 2016 - Sunday, November 27, 2016  
Finals and Graduation ..... Friday, December 16, 2016  
Scheduled Break ..... Saturday, December 17, 2016 – Monday January 2, 2017

### Winter Schedule 2017

\*January Registration ..... Tuesday, January 3, 2017  
Course Session ..... Tuesday, January 3, 2017 – Tuesday, February 14, 2017  
Martin Luther King Day ..... Monday, January 16, 2017  
President's Day ..... Monday, February 20, 2017  
Finals and Course End ..... Tuesday, February 14, 2017  
Course Session ..... Wednesday, February 15, 2017 - Monday, April 3, 2017  
Scheduled Break ..... Wednesday, March 15, 2017 – Sunday, March 19, 2017  
Finals and Graduation ..... Monday, April 3, 2017

### Spring Schedule 2017

\*April Registration ..... Monday, April 3, 2017  
Course Session ..... Tuesday April 4, 2017 – Monday, May 15, 2017  
Finals and Course End ..... Monday, May 15, 2017  
Course Session ..... Tuesday, May 16, 2017 - Tuesday, June 27, 2017  
Memorial Day Holiday ..... Monday, May 29, 2017  
Finals and Graduation ..... Tuesday, June 27, 2017

### Summer Schedule 2017

\*June Registration ..... Tuesday, June 27, 2017  
Course Session ..... Wednesday, June 28, 2017 – Wednesday, August 9, 2017  
Finals and Course End ..... Wednesday, August 9, 2017  
Independence Day Holiday ..... Tuesday, July 4, 2017  
Course Session ..... Thursday, August 10, 2017 - Thursday, September 21, 2017  
Labor Day Holiday ..... Monday, September 4, 2017  
Finals and Graduation ..... Thursday, September 21, 2017  
Scheduled Break ..... Friday, September 22, 2017 – Sunday, September 24, 2017

**Fall Schedule 2017**

\*September Registration ..... Monday, September 25, 2017  
Course Session ..... Monday, September 25, 2017 – Friday, November 3, 2017  
Finals and Course End ..... Friday, November 3, 2017  
Course Session ..... Monday, November 6, 2017 - Tuesday, December 19, 2017  
Thanksgiving Holiday Break..... Thursday, November 23, 2017 - Sunday, November 26, 2017  
Finals and Graduation..... Tuesday, December 19, 2017  
Scheduled Break..... Wednesday, December 20, 2017 – Tuesday January 2, 2018



## TUITION AND FEES

Program	Length	Tuition	Quarter Credit Hours
Marine Specialist	9 mo.	\$27,295	108.0
Motorcycle Technology	9 mo.	\$27,295	108.0
Motorcycle Technology and Management	9 mo.	\$27,295	109.0
Marine Technology and Management	9 mo.	\$27,295	109.0

This list is current as of July 1, 2012.

### Book Costs and Opt-Out Policy

The School has an arrangement with a third-party textbook provider that enables the School to make required books available to students below competitive market rates. These book costs are included in tuition, and the School provides these books to students, without additional charges, by the seventh day of the financial aid payment period.

Opting out of the included book fees, and automatic delivery of required print/electronic books and materials, is NOT recommended. However, students wishing to opt-out of receiving their books from the School and the associated amount of tuition, may obtain a Opt-Out and Waiver of Supplied Books Request form by requesting one from a student finance planner or student services advisor, and complete and return the form to the student finance planner at least 10 days before the beginning of the term. Students who register late and wish to opt-out may receive books automatically delivered, and must return such automatically delivered books in new, unused condition in order to receive an opt-out refund.

### Tool Costs:

Students must pay a \$100 refundable tool deposit upon registration for the first academic year. The deposit will be returned within 30 days of a student's separation from the school provided all tools are returned in the same condition as received, less normal wear. The cost of lost or damaged tools will be deducted from the deposit. If the losses or damages exceed the deposit the student must pay the difference prior to separation from the school. (This policy will be effective starting on June 1, 2016 for the starts after September 1, 2016 at the Daytona Beach campus).

Tool Deposit: Refundable tool deposit of \$100.

Estimated Local transportation costs for student driving to classes can be up to about \$40-\$50 per week. (\$.55 x about 81 miles per week) Transportation costs for students using public transportation will vary by location and type.

### These modular and Quarter Based tuition tier flat-rate tuition tables only apply to:

1. **New enrolling students.** A new student is defined as a student who has never attended a Zenith Education Group school or has graduated and enrolled in a new program; or
2. **Re-entering students who have withdrawn and are re-entering greater than 180 days from their withdrawal date** (The withdrawn time period is calculated from the student's withdrawal date to the new module or term start date.); or
3. **Re-entering degree students who are re-entering within 180 days**

### For re-entering diploma students who have withdrawn and are re-entering within 180 days, the following tuition charges apply:

#### Same Program (Same / New Program Version):

Will be charged tuition at the original tuition rate reflected on the original enrollment agreement less the amount charged on the prior period of enrollment (Charges plus or minus any tuition adjustments).

#### Same Program (New Program Version of Different Credits / Length of Program):

Will be charged tuition at the current catalog rate for the program of enrollment less the amount charged on the prior period of enrollment (Charges plus or minus any tuition adjustments).

#### Different / New Program (Program Change)

Will be charged tuition at the current catalog rate for the program of enrollment. A tuition credit will be determined for the student's prior period of enrollment.

## APPENDIX A

### Statement on Sexual Misconduct Response and Prevention

#### Scope

This policy applies to all members of the campus community and includes, but is not exclusive to, faculty, staff, students, campus visitors, volunteers, vendors, and persons related to, receiving or seeking to receive services from the School, or otherwise pursuing diploma, undergraduate, graduate or refresher studies at the School. It also covers alleged acts of sexual misconduct that adversely affect the campus community, whether those acts occur on or off campus.

#### Definitions

**Campus Security Authority** - The Campus Security Authority (CSA) is defined as any individual or an entity to which students and employees should report criminal offenses:

**Clery Act** - is the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. Section 1092(f); 34 C.F.R. Part 668.46

**Consent** - Is a freely given agreement to engage in a specific sexual act. While the explicit definition of consent varies by jurisdiction, the following general rules apply when assessing whether consent was given. The lack of explicit refusal does not imply consent. When there is use of threat or force by the accused, the lack of verbal or physical resistance or the submission by the victim does not constitute consent. The manner of dress of the victim at the time of the offense does not constitute consent. Past consent to sexual contact and/or a sexual history with the accused does not imply consent to future sexual contact. A person who initially consents to sexual contact or penetration may withdraw continued consent at any time during the course of that interaction. Intoxication due to use of alcohol or drugs may impair an individual's capacity to consent freely and may render an individual incapable of giving consent.

**Domestic Violence** – is a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; a person with whom the victim shares a child in common; a person who is cohabitating or has cohabited with the victim as a spouse or intimate partner; a person similarly situated to a spouse of the victim under the jurisdictional domestic or family violence laws; or any other person against a victim who is protected from that person's acts under the jurisdictional domestic or family violence laws.

**Dating violence** - Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

**Rape** - is defined as sexual intercourse or penetration by a body part or object, through use of coercion or force, with someone who has not given or is incapable of giving consent.

**Sexual contact** - is the deliberate touching of a person's intimate body parts (including lips, genitalia, groin, breast or buttocks, or clothing covering any of those areas), or using force to cause a person to touch his or her own or another person's intimate body parts.

**Sexual assault** - is defined as physical contact of a sexual nature against the victim's will or without the victim's consent.

**Sexual harassment** - is unwelcomed sexual advances, requests for sexual favors or other conduct of a sexual nature. Sexual harassment occurs when a student or colleague is the recipient of conduct of a sexual nature where:

(1) Submission to, or toleration of, such conduct is made either explicitly or implicitly a term or condition of the student's education or colleague's employment; or (2) Submission to or rejection of such conduct by an individual is used as the basis for academic decisions about the student or professional decisions about the colleague; or (3) Such conduct has the purpose or effect of unreasonably interfering with the colleague/student's welfare or professional/academic performance, or creates an intimidating, hostile, offensive or demeaning work/academic environment.

**Sexual misconduct** - is a broad term encompassing sexual harassment, dating violence, domestic violence, rape, sexual assault, and stalking. Sexual misconduct can occur between strangers or acquaintances, including people

involved in an intimate or sexual relationship. Sexual misconduct can be committed by men or by women, and it can occur between people of the same or different sex.

**Stalking** - is a pattern of behavior directed at a specific person that would cause a reasonable person to feel fear for his/her safety. A person commits stalking by knowingly engaging in a course of conduct directed at a specific person when the person engaging in the conduct knows or should know that this course of conduct would cause a reasonable person to fear for his/her safety or the safety of a third person or suffer other emotional distress.

**Code of Student Conduct**- standards of behavior expected of all accepted or enrolled students.

**Title IX Coordinator** - The Title IX Coordinator's purpose is to ensure that an institution maintains an environment for a student that is free from unlawful sex and gender discrimination in all aspects of the educational experience, including academics and extracurricular activities.

**Title IX** - refers to the U.S. Department of Education regulation that governs the efforts of educational institutions to maintain a campus free from sex and gender discrimination, including investigating and remediating sexual misconduct by students, colleagues, or third parties.

**VAWA Incident** – an incident in relation to domestic violence, dating violence, and stalking

### **Reporting of Crimes**

In emergency situations, the person reporting the crime should call 9-1-1 for an immediate response from the local law enforcement agency. Thereafter, the crime should be reported to the Campus Security Authority and the appropriate managers indicated on the Emergency Security Escalation Procedures.

In non-emergency situations, the crime should be reported as soon as possible to the Campus Security Authority, the local law enforcement agency and the appropriate management.

All students, employees, and campus guests are encouraged to report all crimes and public safety-related incidents to the Campus Security Authority in a timely manner. The Campus Security Authority shall document each incident reported. All incident reports shall be reviewed by the Campus Director and Corporate Security department, who shall determine an appropriate response based on the nature of the incident.

Bystanders and witnesses are encouraged to not remain silent, and to take an active role in promoting a positive school environment. Bystanders can help in several different ways, particularly in situations involving dating violence, domestic violence, sexual assault, or stalking, including direct intervention, seeking assistance from an authority figure, notifying campus security, or calling state or local law enforcement.

All victims of crime that occur on campus shall be provided with the opportunity to report the incidents to the local law enforcement authority. Zenith Education Group reserves the right to treat an offense as a disciplinary matter whether or not it is reported to the local law enforcement agency.

### **Options for Reporting and Confidentially Disclosing Sexual Violence**

Zenith encourages victims of sexual violence to talk to somebody about what happened, so victims can get the support they need, and so the School can respond appropriately. Different employees on each campus have different abilities to maintain a victim's confidentiality.

- Some may be required to maintain near complete confidentiality; talking to them is sometimes called a "privileged communication." These people would include any Professional or Pastoral Counselors, as described below.
- Some employees are required to report all the details of an incident (including the identities of both the victim and alleged perpetrator) to the Title IX1 Coordinator. A report to these employees (called "responsible employees") constitutes a report to the School – and generally obligates the School to investigate the incident and take appropriate steps to address the situation. These employees include the Campus Director and the Regional Vice President of Operations.

<sup>1</sup> Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in education programs and activities in federally funded schools at all levels. The Title IX Coordinator's purpose is to ensure that an institution maintains an environment for students that is free from unlawful sex discrimination in all aspects of the educational experience, including academics and extracurricular activities. The Title IX Coordinator for all ZEG institutions is Dr. Robert Boggs or Tinamarie Aguilar, send your concerns to TitleIXquestions@zenith.org. You may also call the Title IX Coordinators directly at 714-825-7385 or 714-825-7249.

This policy is intended to make students aware of the various reporting and confidential disclosure options available to them – so they can make informed choices about where to turn should they become a victim of sexual violence. The School encourages victims to talk to someone identified in one or more of these groups.

#### The Options

##### A. Privileged and Confidential Communications

- Professional and Pastoral Counselors Professional, licensed counselors and pastoral counselors who provide mental-health counseling to members of the school community (and including those who act in that role under the supervision of a licensed counselor) are not required to report any information about an incident to the Title IX Coordinator without a victim's permission.

A victim who speaks to a professional counselor or advocate must understand that, if the victim wants to maintain confidentiality, the School will be unable to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator.

Even so, these counselors and advocates will still assist the victim in receiving other necessary protection and support, such as victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules. A victim who at first requests confidentiality may later decide to file a complaint with the School or report the incident to local law enforcement, and thus have the incident fully investigated. These counselors and advocates will provide the victim with assistance if the victim wishes to do so.

NOTE: While these professional counselors and advocates may maintain a victim's confidentiality vis-à-vis the School, they may have reporting or other obligations under state law, such as mandatory reporting to law enforcement in case of minors; imminent harm to self or others; or the requirement to testify if subpoenaed in a criminal case.

ALSO NOTE: If the School determines that the alleged perpetrator(s) pose a serious and immediate threat to the campus community, the CSA may be called upon to issue a timely warning to the community. Any such warning should not include any information that identifies the victim.

##### B. Reporting to Responsible Employees

A "responsible employee" is a School employee who has the authority to address sexual violence, who has the duty to report incidents of sexual violence or other student misconduct, or who a student could reasonably believe has this authority or duty.

When a victim tells a responsible employee about an incident of sexual violence, the victim has the right to expect the School to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

A responsible employee must report to the Title IX Coordinator and Corporate Security Department all relevant details about the alleged sexual violence shared by the victim and that the School will need to determine what happened – including the names of the victim and alleged perpetrator(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident.

To the extent possible, information reported to a responsible employee will be shared only with people responsible for handling the School's response to the report. A responsible employee should not share information with law enforcement without the victim's consent or unless the victim has also reported the incident to law enforcement.

The Campus Director is the School's responsible employee.

Before a victim reveals any information to a responsible employee, the employee should ensure that the victim understands the employee's reporting obligations – and, if the victim wants to maintain confidentiality, direct the victim to confidential resources.

If the victim wants to tell the responsible employee what happened but also maintain confidentiality, the employee should tell the victim that the School will consider the request, but cannot guarantee that the School will be able to honor it. In reporting the details of the incident to the Title IX Coordinator and Security department, the responsible employee will also inform the Title IX Coordinator and Security department of the victim's request for confidentiality.

Responsible employees will not pressure a victim to request confidentiality, but will honor and support the victim's wishes, including for the School to fully investigate an incident. By the same token, responsible employees will not pressure a victim to make a full report if the victim is not ready to do so.

### **Requesting Confidentiality From the School: How the School Will Weigh the Request and Respond**

If a victim discloses an incident to a responsible employee but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, the School must weigh that request against the School's obligation to provide a safe, non-discriminatory environment for all students, including the victim.

If the School honors the request for confidentiality, a victim must understand that the School's ability to meaningfully investigate the incident and pursue disciplinary action against the alleged perpetrator(s) may be limited.

Although rare, there are times when the School may not be able to honor a victim's request in order to provide a safe, non-discriminatory environment for all students.

The School has designated the Title IX Coordinator to evaluate requests for confidentiality once a responsible employee is on notice of alleged sexual violence.

When weighing a victim's request for confidentiality or that no investigation or discipline be pursued, the Title IX Coordinator will work with the Corporate Security department to consider a range of factors, including the following:

- The increased risk that the alleged perpetrator will commit additional acts of sexual or other violence, such as:
  - whether there have been other sexual violence complaints about the same alleged perpetrator;
  - whether the alleged perpetrator has a history of arrests or records from a prior school indicating a history of violence;
  - whether the alleged perpetrator threatened further sexual violence or other violence against the victim or others;
  - whether the sexual violence was committed by multiple perpetrators;
- whether the sexual violence was perpetrated with a weapon;
- whether the victim is a minor;
- whether the School possesses other means to obtain relevant evidence of the sexual violence (e.g., security cameras or personnel, physical evidence);
- whether the victim's report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

The presence of one or more of these factors could lead the School to investigate and, if appropriate, pursue disciplinary action. If none of these factors is present, the School will likely respect the victim's request for confidentiality.

**If the School determines that it cannot maintain a victim's confidentiality**, the School will inform the victim prior to starting an investigation and will, to the extent possible, only share information with people responsible for handling the School's response.

The School will remain ever mindful of the victim's well-being, and will take ongoing steps to protect the victim from retaliation or harm and work with the victim to create a safety plan. Retaliation against the victim, whether by students or School employees, will not be tolerated. The School will also:

- assist the victim in accessing other available victim advocacy, academic support, counseling, disability, health or mental health services, and legal assistance both on and off campus;
- provide other security and support, which could include issuing a no-contact order, helping arrange a change of living or working arrangements or course schedules (including for the alleged perpetrator pending the outcome of an investigation) or adjustments for assignments or tests; and
- inform the victim of the right to report a crime to campus or local law enforcement – and provide the victim with assistance if the victim wishes to do so.

The School may not require a victim to participate in any investigation or disciplinary proceeding.

Because the School is under a continuing obligation to address the issue of sexual violence campus-wide, reports of sexual violence (including non-identifying reports) will also prompt the School to consider broader remedial action – such as increased monitoring, supervision or security at locations where the reported sexual violence occurred;

increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices.

If the School determines that it can respect a victim's request for confidentiality, the School will also take immediate action as necessary to protect and assist the victim.

All victims of crime that occur on campus shall be provided with the opportunity to report the incidents to the local law enforcement authority. Zenith reserves the right to treat an offense as a disciplinary matter whether or not it is reported to the local law enforcement agency.

At Zenith schools, the Campus Director shall be the primary Campus Security Authority, and typically designates another campus employee as a CSA Assistant. In the absence of the Campus Director the Regional Vice President of Operations will act as the Campus Security Authority.

All students, employees, and campus guests are encouraged to report all crimes and public safety-related incidents to the Campus Security Authority in a timely manner. The Campus Security Authority shall document each incident reported. All incident reports shall be reviewed by the Campus Director and the Corporate Security Department who shall determine an appropriate response based on the nature of the incident.

### **Take Back the Night and other public awareness events**

Public awareness events such as "Take Back the Night," the Clothesline Project, candlelight vigils, protests, "survivor speak outs" or other forums in which students disclose incidents of sexual violence, are not considered notice to the School or Zenith of sexual violence for purposes of triggering its obligation to investigate any particular incident(s).

### **Off-campus Counselors and Advocates.**

Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information with the School unless the victim requests the disclosure and signs a consent or waiver form.

NOTE: While these off-campus counselors and advocates may maintain a victim's confidentiality vis-à-vis the School, they may have reporting or other obligations under state law, such as mandatory reporting to law enforcement in case of minors; imminent harm to self or others; or the requirement to testify if subpoenaed in a criminal case.

### **Campus Security Authority**

The Campus Security Authority shall have the authority to ask persons for identification and to determine whether individuals have lawful business at the school. The Campus Security Authority shall cooperate with law enforcement agencies that have jurisdiction over the campus as necessary to ensure campus safety. The Campus Security Authority does not have arrest power. All crime victims and witnesses are strongly encouraged to immediately report alleged crimes to the Campus Security Authority and to the appropriate law enforcement agency, but victims are not required to notify such authorities.

The Campus Security Authority (CSA) is defined as any individual or an entity to which students and employees should report criminal offenses, including:

- A campus police department or a campus security department;
- An individual or individuals who have responsibility for campus security but who do not constitute a campus police department or a campus security department (e.g., an individual who is responsible for monitoring the entrance into institutional property);
- Any individual or organization specified in an institutional statement of campus security policy as an individual or organization to which students and employees should report criminal offences (e.g., Campus Director, etc.);
- An official of who has the authority and the duty to take action or respond to particular issues on behalf of the institution and who has significant responsibility for student and campus activities, including but not limited to, student housing, student discipline and campus judicial proceedings.

Where applicable, the institution shall uphold orders of protection, "no-contact" orders, restraining orders, or similar lawful orders issued by a criminal, civil, or tribunal court.

### **Sexual Offences<sup>2</sup> Reporting and Disciplinary Procedures**

Sexual offences are a violation of the Code of Student Conduct and the Sexual Harassment Policy as stated in the School catalog. Victim(s) of any sexual offences should immediately seek assistance from local law enforcement

authorities, the local rape crisis center, and/or the Campus Security Authority. School personnel shall be available to assist the student in notifying these authorities if the victim chooses, as well as counsel the victim of the importance of preserving evidence for the proof of a criminal offence.

2 “Sexual Offences” as defined by the 2013 Violence Against Women Reauthorization Act include: Sexual Assault (Rape, Fondling, Incest, or Statutory Rape), Domestic Violence, Dating Violence, and Stalking.

### **Disciplinary Action**

All allegations of any sexual offences or VAWA Incidents shall be investigated by the appropriate Title IX Coordinator and the Corporate Security Department. Allegations against students shall be investigated pursuant to the Code of Student Conduct.

Disciplinary procedures in cases of alleged sexual offences or VAWA Incidents shall: (1) provide prompt, fair, and impartial investigation and resolution; (2) be conducted by officials who are trained annually on how to investigate and conduct hearings on domestic violence, sexual assault, and stalking; (3) give the accused and the accuser the same opportunities to have an advisor or others (e.g., witness or advocate) present during the proceeding and related meetings; (4) be conducted under a “preponderance of the evidence” standard, and (5) simultaneously notify the accused and accuser of the outcome, appeal procedures, and final results.

Students who are determined to have violated the School's prohibitions against sexual offences are subject to disciplinary action up to and including dismissal from the School. Detailed information regarding the disciplinary procedure for sexual offences and VAWA Incidents can be found in the Code of Student Conduct. As appropriate, the matter shall be referred to the appropriate law enforcement authorities for investigation and prosecution.

The school shall change a victim's academic situation after a sex offense or alleged sex offense if those changes are requested by the victim, and are reasonably available. The student may seek assistance in requesting a change from the Campus Security Authority. Changes offered to student victims include the following:

- Transfer into the same program at another Zenith school;
- Transfer into a different academic program at the same school;
- Change in academic schedule;
- Change in externship location/assignment;
- Leave of absence/withdrawal from School; and
- Change in living situation (on campuses that offer housing).

### **Violence against Women**

Zenith is committed to creating and sustaining a positive learning and working environment, free of discrimination, including sexual violence, dating violence, domestic violence and stalking.

Such behaviors are not tolerated on any Zenith campus and are prohibited both by law and School policy. The School will respond promptly to reports of sexual harassment and sexual violence and will take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates School policy.

Campus Community Safety is Primary

The School's primary concern is the safety of its campus community members. The use of alcohol or drugs never makes the victim at fault for sexual discrimination, harassment or violence; therefore, victims should not be deterred from reporting incidents of sexual violence out of a concern that they might be disciplined for related violations of drug, alcohol or other School policies. Except in extreme circumstances, victims of sexual violence shall not be subject to discipline for related violations of the Code of Student Conduct.

As required by the 2013 Violence Against Women Reauthorization Act, all Zenith Schools shall include subcategories for all Sexual Offences reported to the Campus Security Authority. Sexual Offences include: Sexual Assault (Rape, Fondling, Incest, or Statutory Rape), Domestic Violence, Dating Violence, and Stalking.

Victim Confidentiality

The School will use its best efforts to ensure that:

- All publicly available safety and security records, reports, and disclosures shall not include any personally identifying information about the victim; and



- It will maintain as confidential any accommodation or protective measures to the victim, to the extent that maintaining such confidentiality would not impair the ability of the institution to provide the accommodation or protective measures.

## **State-Specific Statements**

### **Virginia**

#### **Child Abuse and Neglect Reporting**

Individuals 18 years and older who are associated with, employed by or volunteer with a private institution of higher learning are required to report, as soon as possible, but no later than 24 hours after having a suspicion of child abuse or neglect. No report is required if the individual has actual knowledge that the same matter has already been reported to Child Protective Services.

The Department of Social Service's toll-free child abuse and neglect hotline is 1-800-552-7096.

Most States have also enacted requirements for Child Abuse and Neglect Reporting. Information on these requirements is available at: <http://www.ncsl.org/research/human-services/redirect-mandatory-rprtng-of-child-abuse-and-neglect-2013.aspx>

Campuses may print and post informational posters which have been made available by the state. Those posters may be found on the Department of Social Service's website at: <http://www.dss.virginia.gov/family/cps/index2.cgi>.

### **Pennsylvania**

#### **Sexual Offences<sup>3</sup> Reporting and Disciplinary Procedures**

In addition to the Sexual Offences Reporting and Disciplinary Procedures, schools located in Pennsylvania shall operate in compliance with the Public School Code, "Sexual Violence Education at Institutions of Higher Education" by providing a sexual violence awareness education program which provides:

- A discussion of sexual violence;
- A discussion of consent, including an explanation that the victim is not at fault;
- A discussion of drug and alcohol-facilitated sexual violence;
- Information relating to risk education and personal protection;
- Information on where and how to get assistance, including the importance of medical treatment and evidence collection, and how to report sexual violence to campus authorities and local law enforcement;
- The possibility of pregnancy and sexually transmitted diseases;
- Introduction of members of the educational community from:
  - Campus policy or security and local law enforcement;
  - Campus health center, women's center and rape crisis center;
  - Campus counseling service or any service responsible for psychological counseling and student affairs;
- A promise of discretion and dignity;
- A promise of confidentiality for victims of sexual offences.

The campus is to provide a follow-up program, such as lectures, institutional activities and videos and other educational materials related to sexual violence prevention and awareness for the duration of the school year for new students.

<sup>3</sup> "Sexual Offences" as defined by the 2013 Violence Against Women Reauthorization Act include: Sexual Assault (Rape, Fondling, Incest, or Statutory Rape), Domestic Violence, Dating Violence, and Stalking.