



# CONSUMER INFORMATION HANDBOOK

Andrew Obenshain & Alice Tran

ARKANSAS WELDING ACADEMY 1920 N. Redmond Rd. Jacksonville Ar, 72076



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This document serves as the annual distribution to all enrolled, perspective students and employees of the consumer information to assist them in making the vital decision of what post-secondary education institution to attend or work for. The information in this document is dictated by the Family Educational Rights and Privacy Act of 1974 (FERPA) and section 485(a)(1), 485(f), 485(g), 485(h), and 485(j) of the Code of Federal Regulations (CFR).

*To obtain a paper copy of this email please visit the administration office, call, or email and make your request.*

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### *Definitions*

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*Definitions.* The following definitions apply to this subpart:

*Athletically related student aid* means any scholarship, grant, or other form of financial assistance, offered by an institution, the terms of which require the recipient to participate in a program of intercollegiate athletics at the institution. Other student aid, of which a student-athlete simply happens to be the recipient, is not athletically related student aid.

*\*Arkansas Welding Academy does not have an athletic program.\**

*Certificate or degree-seeking student* means a student enrolled in a course of credit who is recognized by the institution as seeking a degree or certificate.

*First-time undergraduate student* means an entering undergraduate who has never attended any institution of higher education. It includes a student enrolled in the fall term who attended a postsecondary institution for the first time in the prior summer term, and a student who entered with advanced standing (college credit earned before graduation from high school).

*Normal time* is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog. This is typically four years for a bachelor's degree in a standard term-based institution, two years for an associate degree in a standard term-based institution, and the various scheduled times for certificate programs.

*Notice* means a notification of the availability of information an institution is required by this subpart to disclose, provided to an individual on a one-to-one basis through an appropriate mailing or publication, including direct mailing through the U.S. Postal Service, campus mail, or electronic mail. Posting on an Internet website or an Intranet website does not constitute a notice.

*Official fall reporting date* means that date (in the fall) on which an institution must report fall enrollment data to either the State, its board of trustees or governing board, or some other external governing body.

*On-campus student housing facility:* A dormitory or other residential facility for students that is located on an institution's campus, as defined in §668.46(a).

*\*Arkansas Welding Academy does not have campus student housing.\**

*Prospective employee* means an individual who has contacted an eligible institution for the purpose of requesting information concerning employment with that institution.

*Prospective student* means an individual who has contacted an eligible institution requesting information concerning admission to that institution.

*Undergraduate students*, for purposes of §§668.45 and 668.48 only, means students enrolled in a bachelor's degree program, an associate degree program, or a vocational or technical program below the baccalaureate.

*Notice to enrolled students.* (1) An institution annually must distribute to all enrolled students a notice of the availability of the information required to be disclosed pursuant to paragraphs (d), (e), and (g) of this section, and pursuant to 34 CFR 99.7 (§99.7 sets forth the notification requirements of the Family Educational Rights and Privacy Act of 1974). The notice must list and briefly describe the information and tell the student how to obtain the information.

All information is kept in the administration office and can be obtained through a written request to the director. The request should indicate what information the individual wishes to obtain. The information will then be shared in electronic or paper copy.

All consumer information can be found at: <https://arkansasweldingacademy.edu/admissions/>

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*Non Loan Related Disclosure Requirements*

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## Financial Assistance

Students interested in financial assistance should schedule an appointment with the Arkansas Welding Academy Administrative Office. Students may apply online using the Department of Education's Free Application for Federal Student Aid ([www.fafsa.ed.gov](http://www.fafsa.ed.gov)). Eligibility requirements for Federal Programs consist of U.S. Citizenship or permanent residency, enrollment or accepted enrollment in the college, and satisfactory progress in one's course of study. Students must maintain **satisfactory academic progress (SAP)** as defined in AWA'S SAP policy to remain eligible to receive federal financial aid.

***Students who take out a Title IV, HEA loan should know that the loan will be submitted to the National Student Loan Data System (NSLDS), and will be accessible by guaranty agencies, lenders, and schools determined to be authorized users of the data system.***

### ***Available Programs:***

Arkansas Welding Academy participates in the below listed financial assistance programs. This list can change at any time and may not represent all programs.

- Arkansas Workforce Investment Act
- Arkansas Rehabilitation Services
- Department of Labor Trade Act Program (TAA)
- Department of Defense- ALL Chapters
- Mike Rowe Foundation Profoundly Disconnected Scholarship
- Arkadelphia Promise Scholarship
- American Welding Society Scholarship

To determine if you qualify, speak with an admission representative. Arkansas Welding Academy recognizes the student's right to seek private funding through a lender of their choice. Self-certification forms are available in the Administrative Office.

For our military members please refer to the following:

US Department of Veterans Affairs <https://benefits.va.gov/gibill/>

### ***Annual Student Loan Acknowledgment***

***All borrowers*** (both students and parents) will complete the Annual Student Loan Acknowledgement on StudentAid.gov. For a Direct PLUS Loan made to a parent borrower, ***only the parent*** completes the Annual Student Loan Acknowledgement. A copy of the completion certificate for the annual student loan acknowledgment must be turned into the administration office as proof of meeting this requirement.

The Annual Student Loan Acknowledgement should take less than 10 minutes to complete. The experience will be personalized based on the borrower's attributes, but generally—



- First-time borrowers (those who have no current loan balance) will
  - Answer a few questions about their state, school, expected degree, and field of study.
  - View summary information from the College Scorecard about total estimated school costs, graduation rate, total estimated student loan debt, and estimated monthly payments.
  - View general financial literacy information about borrowing student loans.
  - Check a box acknowledging they read and understood the information.
- Returning aid recipients (borrowers with current outstanding loan balances) will
  - View summary information about their loans and grants from the National Student Loan Data System (NSLDS<sup>®</sup>) as of the day they complete the acknowledgement. Information includes outstanding balance, estimated 10-year standard monthly payment based on the borrower's current balance, servicer information, loan limit information, grant summary, and grant limit information.
  - Check a box acknowledging they read and understood the information.

#### Entrance Counseling:

If the student is eligible to receive Title IV funding, they must complete Entrance and Exit counseling prior to the release of any funds and prior to receiving any graduation documents to include certifications. Counseling may be completed online via Studentaid.gov website. A copy of the completion certificate for the entrance and exit counseling must be turned into the administration office as proof of meeting this requirement. ***Note that a financial counselor is available during AWA business hours to answer any questions.***

### Exit Counseling:

All students who are graduating or withdrawing from school must receive exit counseling.

The school will ensure that students receive exit counseling before they leave school. Counseling may be provided in person, or using audiovisual materials. As with entrance counseling, exit counseling is offered on the Web at [studentloans.gov](http://studentloans.gov). Student borrowers should be advised to complete online exit counseling or come to the counseling session at the school shortly before graduating, or ceasing at least half-time enrollment. Financial Aid Staff at Arkansas Welding Academy are reasonably available to answer questions from student borrowers. One of the borrowers' obligations is to participate in an exit counseling session.

Some of the same material presented at the entrance counseling session will again be presented during exit counseling. The emphasis shifts to more specific information about loan repayment and debt-management strategies. The following information will be provided as part of exit counseling:

1. Exit counseling emphasizes the seriousness and importance of the repayment obligation.
2. The lender sends payment coupons or billing statements as a convenience for the borrowers. Not receiving them does not relieve the borrower of his or her obligation to make payments.
3. Many lenders encourage borrowers to set up electronic debiting of bank accounts to repay their loans.

The regulations require that exit counseling describes the likely consequences of default, including adverse credit reports, and litigation. Students will be informed of the charges that might be imposed for delinquency or default, such as lenders or guarantor's collection expenses (including attorney's fees). Defaulters often find that repayment schedules for loans that have been accelerated are more stringent than the original repayment schedule. A defaulter is no longer eligible for any deferment provisions, even if he or she would otherwise qualify. The defaulter's federal and state tax refunds may be seized and wages garnished, and the borrower loses eligibility or any further funding from the FSA programs.

The student will receive an explanation of the use of the Master Promissory Note. The student will be advised to read carefully the MPN and the Borrowers Rights and responsibilities statement again.

Emphasis will be given that repayment is required, regardless of educational outcome or subsequent employability. The student borrower will be informed that they are obligated to repay the full loan even if they did not finish the program, cannot obtain a job after graduation, or is dissatisfied with the school's educational program or other services.

Sample monthly repayment accounts will be provided. The borrower will be given an estimate of the average anticipated monthly payments based on their indebtedness (or the average indebtedness of Stafford borrowers at our school or in the same program). The borrower will receive a sample loan repayment schedule based on their total indebtedness. A loan repayment schedule will usually provide more information than just the expected monthly payment. For instance, it would show the varying monthly amounts expected in a graduated repayment plan. The lending organization is not required to send the repayment schedule to the student until the grace period.

Repayment options will be reviewed with the student. The counseling will review the payment options, such as the standard, extended, graduated and income-contingent income sensitive plans. The option of consolidating loans will also be discussed. Consolidation loans are available through the Federal Direct Student Loan Program. .

Debt Management Strategies will be discussed. The counselor will stress the importance of developing a realistic budget, based on the student's minimum salary requirements. It is helpful to have the student's budget reflect the loan payment as a fixed cost, like rent and utilities.

Forbearance, deferment, and cancellation options will be discussed including:

1. If a student cannot make scheduled payments and does not qualify for a deferment, the lender may allow the student to temporarily make smaller payments or temporarily stop making payments. Interest continues to be charged during forbearance. Some reasons why forbearance may be granted are financial hardship and/or illness. The lender must grant forbearance if the student has a monthly debt burden for Title IV loans that collectively equals or exceeds 20% of their total monthly gross income (for up to three years) There are several other reasons listed in the Borrowers Rights and Responsibilities.
2. Deferments mean that the student does not have to make payments in certain circumstances. If the student is attending school at least half-time, or if the student is unemployed, if the student is experiencing economic hardship as determined by federal law for up to three years. (See student's rights and responsibilities).

The terms and conditions under which students receiving federal education loans may obtain deferments

The following lists of deferments are available to students who have federal student loans.

Deferment Definitions:

1. **Action Programs Deferment**  
Borrowers may postpone payments with this deferment type while serving full-time in the Action Programs for at least one year.
2. **Armed Forces Deferment**  
This deferment type may be used to postpone payments for a borrower serving in the military on active duty status.

3. **Dependent Student Enrolled At least Half-time Deferment**  
Borrowers may postpone payments on a PLUS loan when the dependent student for whose education the loan was disbursed is enrolled at least half-time at an eligible school.
4. **Dependent Student Enrolled Full-time Deferment**  
Borrowers may postpone payments on a PLUS loan when the dependent student for whose education the loan was disbursed is enrolled full-time at an eligible school.
5. **Dependent Student in a Full-time Rehabilitation Training Program Deferment**  
Borrowers may postpone payments on a PLUS loan when the dependent student for whose education the loan was disbursed is engaged in a full-time rehabilitation training program.
6. **Economic Hardship Deferment**  
This deferment postpones payments for a borrower during times of financial difficulty where the borrower receives public assistance, serves in the Peace Corps, receives the deferment on a Direct or Perkins loan, or meets specific income criteria.
7. **Full-time Student Deferment**  
Any borrower who is certified by an eligible school as enrolled on a full-time basis may receive this deferment.
8. **Graduate Fellowship Deferment**  
This deferment type postpones payments for borrowers engaged in a full-time course of study in a Graduate Fellowship program.
9. **Internship/Residency Deferment**  
This deferment type postpones payments for a borrower engaged in an Internship/Residency program.
10. **Less than Full-time but at Least Half-time Student**  
In order to qualify for this deferment, an eligible school must certify that the borrower is enrolled at least half-time.
11. **National Oceanic and Atmospheric Administration (NOAA) Deferment**  
Borrowers serving in the National Oceanic and Atmospheric Administration (NOAA) on active duty status may use this deferment type to postpone payments.
12. **Parental Leave Deferment**  
This deferment type may postpone payments for a pregnant borrower or one caring for a newborn child or a newly adopted child.
13. **Peace Corps Deferment**  
Borrowers may postpone payments with this deferment type while serving in the Peace Corps for at least one year.
14. **Public Health Service Deferment**  
This deferment type postpones payments for borrowers serving full-time as an officer in the Commissioned Corps of the Public Health Service.
15. **Rehabilitation Training Deferment**  
This deferment type is available for borrowers engaged in a full-time rehabilitation training program.
16. **Tax-exempt Organization Deferment**  
This deferment type may postpone payments for full-time paid volunteers in a tax-exempt organization.

**17. Teacher Shortage Area Deferment**

This deferment type is available to borrowers when teaching in a designated teacher shortage area.

**18. Temporary Total Disability Deferment**

This deferment type may postpone payments for a borrower with a condition that prevents them from working or going to school, or who is caring for a disabled person.

**19. Unemployment Deferment**

This deferment type postpones payments for borrowers who are seeking full-time employment through registry with an employment agency or are receiving unemployment benefits.

**20. Working Mother Deferment**

This deferment type may postpone payments for mothers who recently re-entered the workforce.

The student will be informed of the Availability of Loan Information on NSLDS and the availability of the FSA Ombudsman's Office. The borrower's loan history can be reviewed on NSLDS (PIN required for access). Students without Internet access can identify their loan holder by calling 1-800-4-fed-aid. The borrower will be made aware that the information on the NSLDS site is updated by lenders and guarantors and may not be as current as the latest information from the loan holder. The Ombudsman's office is a resource for borrowers when other approaches to resolving student loan problems have failed. Normally the bank and/or guarantor can help with any problem.

Review the Student's Rights and Responsibilities: The student received this with the MPN at the beginning of the loan process and it should be reviewed again at the exit interview.

The importance of keeping loan records will be reinforced with the student. The borrower should keep the loan repayment schedule provided by the lender when repayment begins as well as records of loan payments—including cancelled checks, money order receipts. The student should keep copies of any requests for deferment or forbearance, or any other correspondence with the loan holder.

The School will collect and update personal and contact information: During exit counseling, the aid office will obtain the borrower's expected permanent address after leaving school, the address of the borrower's next of kin, and the name and address of the borrower's expected employer (if known). A school will correct its records to reflect any changes in the borrower's name, address, Social Security Number, or references and will obtain the borrower's current driver's license number and state of issue. Within 60 days after the exit interview, the financial aid office will provide this information to the loan vendor.

The student will also be provided with the current name and address of the borrower's lender (or Federal Vendor), based on the latest information. An explanation will be given of how to complete deferment forms and how to prepare correspondence to the lender or vendor will also be included. Emphasis will be made that the borrower should always keep copies of all correspondence from and to them about their loans. It will be stressed that a borrower must make payments on their loans even if the borrower does not receive a payment booklet or a billing notice.

If the student borrower drops out without notifying the school, we will confirm that the student has either completed online counseling, or exit counseling material will be mailed to the borrower at their last known address. The material must be mailed within 30 days of learning that a borrower has withdrawn or failed to participate in an exit counseling session. When we mail these exit materials, we are not required to use certified mail with a return receipt requested, but we must document in the student's file that the materials were sent. If the student fails to return the Exit Counseling material including the contact information, we are not required to take any further action.

Grace Period: Once the student withdraws, leaves school or graduates on the subsidized loans there is a grace period of six months. During this time no interest accrues on the subsidized loan. On an unsubsidized loan the interest is paid during the loan period but the principal is not paid until after the grace period. The borrower has a choice of paying the interest or having it capitalized – adding the accrued interest to the original loan principal. PLUS loan repayment begins sixty days after the second disbursement and interest begins at that point.

Repayment on all loans is up to ten years with a minimum repayment of \$50.00 per month.

### **Financial Aid Counseling Meeting:**

The goal to this meeting is to establish the scholarships, grants and student loans that the applicant is potentially eligible to receive. Grants, scholarships, and student loans are very dynamic and frequently change in all aspects. Eligibility Requirements, and award amounts especially. It is the duty of the financial aid specialist to be up -to-date on all the stipulations and availability. Arkansas Welding Academy can accept the following: Pell Grants, Arkadelphia Promise Scholarship, Mike Rowe Foundation Scholarship, American Welding Society Scholarship (AWS), Arkansas Department of Workforce Services Training Grant (WIOA), Arkansas Rehabilitation Services Grant (ARS), Military Training Benefits, and Student loans from the U.S. Department of Higher Education (Subsidized, Un-Subsidized, Parent Plus) Arkansas Rural Endowment Foundation (AREF). Once pathways have been found assist the prospective student in the application process for each grant or scholarship.

**ARS Training Grant:** Give prospective student the correct office to call and schedule an appointment based upon the county residing in. Let him/her know that the process is long with several meetings and paperwork but to stay the course. Also, remind to always make copies of forms and documents before submitting to any office. (Refer list of ARS Field Offices).

Note that each office and counselor prefer will request different things. Be prepared at the school level to fulfill their document requests in a timely manner. Document each action in the applicant's file.

**ARS Field Offices**

**District I**

Amy Jones, District Manager

Fayetteville: 479-582-1286 Counties Served: Benton, Washington, Madison

Harrison: 870-741-7153 Counties Served: Baxter, Boone, Marion, Newton, Searcy, Carroll

**District II**

Kimberly Clayborn, District Manager

Jonesboro: 870-972-0025 Counties Served: Woodruff, Clay, Craighead, Greene, Lawrence,  
Poinsett, Randolph

Batesville: 870-793-4153 Counties Served: Independence, Cleburne, Van Buren, Stone, Izard,  
Jackson, Sharp, White, Fulton

**District III**

Everett Adamson, District Manager

West Memphis: 870-735-4725 Counties Served: St. Francis, Crittenden, Cross, Mississippi

Helena: 870-338-2753 Counties Served: Lee, Phillips, Monroe

**District IV**

Dana Byrum, District Manager

Fort Smith: 479-755-3300 Counties Served: Crawford, Sebastian

Booneville: 479-675-3835 Counties Served: Logan, Franklin, Polk, Scott

**District V**

Deandria Bass, District Manager

Russellville: 479-890-5751 Counties Served: Johnson, Yell, Conway, Perry, Pope

Conway: 501-730-9725 Counties Served: Faulkner

**District VI**

Gaye Jones-Washington, District Manager

Hot Springs: 501-623-4479 Counties Served: Clark, Hot Spring, Montgomery, Garland

Benton: 501-317-1390 Counties Served: Saline

**District VII**

David McDonald, District Manager

Little Rock: 501-686-2800

**District VIII**

Shaylon Ware, District Manager

North Little Rock: 501-833-1490 Counties Served: Pulaski [north]

Lonoke: 501-676-4490 Counties Served: Lonoke, Prairie

**District IX**

Kensel Spivey, District Manager

Texarkana: 870-773-2807 Counties Served:Howard, Lafayette, Nevada, Hempstead, Miller, Sevier, Little River, Pike

El Dorado: 870-862-5451 Counties Served:Ouachita, Calhoun, Dallas, Union, Columbia

**District X**

Sterling Hughes, District Manager

Pine Bluff: 870-534-2404 Counties Served:Jefferson, Cleveland, Grant, Arkansas

Monticello: 870-367-9669 Counties Served:Ashley, Desha, Bradley, Lincoln, Chicot, Drew

**WIOA Training Grant:** Give prospective student the correct office to call and schedule an appointment based upon the county residing in. Let him/her know that the process is long with several meetings and paperwork but to stay the course. Also, remind to always make copies of forms and documents before submitting to any office. (Refer list of WIOA Field Offices).

Note that each office and counselor prefer will request different things. Be prepared at the school level to fulfill their document requests in a timely manner. Document each action in the applicant's file.



**Workforce Investment Areas Local Offices**

The State of Arkansas is divided into ten [Local Workforce Investment Areas](#) based on common geographic and economic factors. Each area contains at least one comprehensive service center and many other affiliate service centers.

**Department of Workforce Services Local Office Listing**

All offices are open Monday - Friday from 8:00 a.m. to 4:30 p.m.

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**ARKADELPHIA**

**Street Address:**  
502 S. Sixth Street  
Arkadelphia, AR 71923-6011

**Telephone Number:**  
870-246-2481

**Counties Served:**  
Clark

**Mailing Address:**  
P.O. Box 620  
Arkadelphia, AR 71923-0620

**Fax Number:**  
870-246-0344

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**BATESVILLE**

**Street Address:**  
396 Barnett Drive  
Batesville, AR 72501-8994

**Telephone Number:**  
870-793-4156

**Counties Served:**  
Fulton  
Independence  
Izard  
Stone  
Sharp

**Mailing Address:**  
P.O. Box 2296,  
Batesville, AR 72503-2296

**Fax Number:**  
870-793-2577

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**BENTON**

**Street Address:**  
400 Edison Street  
Benton, AR 72015-4313

**Telephone Number:**  
501-776-2974

**Counties Served:**  
Saline

**Mailing Address:**  
P.O. Box 2470  
Benton, AR 72018-2470

**Fax Number:**  
501-776-2980

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**BLYTHEVILLE**

**Street Address:**  
2825 S. Division Street  
AR Northeastern College  
Campus  
Blytheville, AR 72315

**Telephone Number:**  
870-762-2035  
  
**Fax Number:**  
870-762-0561

**Counties Served:**  
Mississippi

**Mailing Address:**  
P.O. Box 1409  
Blytheville, AR 72316-1409

**CAMDEN**

**Street Address:**  
237 Jackson Street SW  
Camden, AR 71701-3941

**Telephone Number:**  
870-836-5024  
  
**Fax Number:**  
870-836-7237

**Counties Served:**  
Calhoun  
Dallas  
Ouachita

**Mailing Address:**  
P.O. Box 717  
Camden, AR 71711-0717

**Clarksville**

**Street Address:**  
23 Sherwood Plaza Shopping  
Center  
Clarksville, AR 72830-0774

**Telephone Number:**  
479-754-8969  
  
**Fax Number:**  
479-754-1166

**Counties Served:**  
Johnson

**Mailing Address:**  
P.O. Box 774  
Clarksville, AR 72830-0774

**CONWAY**

**Street Address:**  
1500 North Museum Road,  
Suite 111  
Conway, AR 72032-4761

**Telephone Number:**  
501-730-9894  
501-730-9897

**Counties Served:**  
Faulkner  
Van Buren

**Mailing Address:**  
P.O. Box 189  
Conway, AR 72033-0189

**Fax Number:**  
501-730-9869

**Danville**

**Street Address:**  
DHS Building  
818 M Street/ Hwy 10E  
Danville, Arkansas 72833-0789

**Mailing Address:**  
P.O. Box 789  
Russellville, AR 72811-0789

**Telephone Number:**  
479-495-2233

**Fax Number:**  
479-495-3643

**Counties Served:**  
Yell

**Dumas**

**Street Address:**  
130 West Waterman  
Dumas, AR 71639

**Mailing Address:**  
130 West Waterman  
Dumas, AR 71639

**Telephone Number:**  
870-382-1017

**Fax Number:**  
870-382-1029

**Counties Served:**  
Desha

**EL DORADO**

**Street Address:**  
523 East Sixth Street  
El Dorado, AR 71730-5175

**Mailing Address:**  
P.O. Box 2038  
El Dorado, AR 71731-2038

**Telephone Number:**  
870-862-6456

**Fax Number:**  
870-862-6962

**Counties Served:**  
Union

**FAYETTEVILLE**

**Street Address:**  
2143 West Martin Luther King  
Blvd.  
Fayetteville, AR 72701-6219

**Mailing Address:**  
P.O. Box 1205  
Fayetteville, AR 72702-1205

**Telephone Number:**  
479-521-5730

**Fax Number:**  
479-521-1595

**Counties Served:**  
Madison  
Washington

**FORREST CITY**

**Street Address:**  
300 Eldridge Road, Suite 2  
Forrest City, AR 72335-4901

**Mailing Address:**  
P.O. Box 1059  
Forrest City, AR 72336-1059

**Telephone Number:**  
870-633-2900  
870-633-4580

**Fax Number:**  
870-633-1710

**Counties Served:**  
Cross  
Monroe  
Prairie  
St. Francis

**FORT SMITH**

**Street Address:**  
616 Garrison Avenue, Room 101  
Fort Smith, AR 72901-2525

**Mailing Address:**  
P.O. Box 1987  
Fort Smith, AR 72902-1987

**Telephone Number:**  
479-783-0231

**Fax Number:**  
479-783-2132

**Counties Served:**  
Crawford  
St. Franklin  
Logan  
Sebastian

**HARRISON**

**Street Address:**  
818 North Highway 62-65  
Harrison, AR 72601-2100

**Mailing Address:**  
P.O. Box 280  
Harrison, AR 72602-0280

**Telephone Number:**  
870-741-8236

**Fax Number:**  
870-741-7901

**Counties Served:**  
Boone  
Carroll  
Newton  
Searcy

**HELENA**

**Street Address:**  
819 Newman Drive  
Helena, AR 72342-3230

**Mailing Address:**  
P.O. Box 279  
Helena, AR 72342-0279

**Telephone Number:**  
870-338-7415

**Fax Number:**  
870-338-3494

**Counties Served:**  
Phillips  
Lee

**HOPE**

**Street Address:**  
205 Smith Road, Suite A  
Hope, AR 71801

**Telephone Number:**  
870-777-3421

**Counties Served:**  
Hempstead  
Howard  
Nevada  
Pike County  
South

**Mailing Address:**  
205 Smith Road, Suite A  
Hope, AR 71801

**Fax Number:**  
870-722-2912

**HOT SPRINGS**

**Street Address:**  
2254 Albert Pike Road, Suite A  
Hot Springs, AR 71913-7290

**Telephone Number:**  
501-525-3450

**Counties Served:**  
Garland  
Montgomery  
Pike County  
North

**Mailing Address:**  
P.O. Box 2278  
Hot Springs, AR 71914-2278

**Fax Number:**  
501-525-3944

**JACKSONVILLE**

**Street Address:**  
#2 Crestview Plaza  
Jacksonville, AR, 72076-7358

**Telephone Number:**  
501-982-3835

**Counties Served:**  
Lonoke  
Pulaski

**Mailing Address:**  
P.O. Box 39  
Jacksonville, AR, 72078-0039

**Fax Number:**  
501-725-8782

**JONESBORO**

**Street Address:**  
2311 East Nettleton Avenue  
Jonesboro, AR 72401-7205

**Telephone Number:**  
870-935-5594

**Counties Served:**  
Craighead  
Poinsett  
Lawrence  
Randolph

**Mailing Address:**  
P.O. Box 16127  
Jonesboro, AR 72403-6127

**Fax Number:**  
870-935-0024

**Little Rock ES**

**Street Address:**  
5401 South University  
Little Rock, AR 72209

**Telephone Number:**  
501-682-7719

**Counties Served:**  
Pulaski

**Mailing Address:**  
P.O. Box 4970  
Little Rock, AR 72214-4970

**Fax Number:**  
501-682-7801

**Little Rock UI**

**Street Address:**  
5401 South University  
Little Rock, AR 72209

**Telephone Number:**  
501-682-2257

**Counties Served:**  
Pulaski

**Mailing Address:**  
P.O. Box 4970  
Little Rock, AR 72214-4970

**Fax Number:**  
501-682-7797

**Little Rock  
TEA & Work Pays**

**Street Address:**  
5401 South University  
Little Rock, AR 72209

**Telephone Number:**  
501-320-3027

**Counties Served:**  
Pulaski

**Mailing Address:**  
P.O. Box 4279  
Little Rock, AR 72214-4279

**Fax Number:**  
501-320-3075

**MAGNOLIA**

**Street Address:**  
104 Harvey Couch Blvd.  
Magnolia, AR 71753-3921

**Telephone Number:**  
870-234-3440

**Counties Served:**  
Columbia  
Lafayette

**Mailing Address:**  
P.O. Box 369  
Magnolia, AR 71754-0369

**Fax Number:**  
870-234-8360

**MALVERN**

**Street Address:**  
1735 East Sullenberger Street  
Malvern, AR 72104-3832

**Telephone Number:**  
501-332-5461

**Counties Served:**  
Hot Spring

**Mailing Address:**  
P.O. Box 788  
Malvern, AR 72104-0788

**Fax Number:**  
501-337-9003

**MENA**

**Street Address:**  
601 C Highway 71 North  
Mena, AR 71953-4393

**Telephone Number:**  
479-394-3060

**Counties Served:**  
Polk  
Scott

**Mailing Address:**  
P.O. Box 230  
Mena, AR 71953-0230

**Fax Number:**  
479-394-4910

**MONTICELLO**

**Street Address:**  
477 South Main Street  
Monticello, AR 71655-4817

**Telephone Number:**  
870-367-2476

**Counties Served:**  
Ashley  
Bradley  
Chicot  
Desha  
Drew

**Mailing Address:**  
P.O. Box 30  
Monticello, AR 71657-0030

**Fax Number:**  
870-367-7105

**MOUNTAIN HOME**

**Street Address:**  
1058 Highland Circle, #20  
Mountain Home, AR 72654-3251

**Telephone Number:**  
870-425-2386

**Counties Served:**  
Baxter  
Marion

**Mailing Address:**  
P.O. Box 1945  
Mountain Home, AR 72654-1945

**Fax Number:**  
870-424-6056

**NEWPORT**

**Street Address:**  
7648 Victory Boulevard, Suite B  
Newport, AR 72112-8912

**Mailing Address:**  
7648 Victory Boulevard, Suite B  
Newport, AR 72112-8912

**Telephone Number:**  
870-523-3641

**Fax Number:**  
870-523-8678

**Counties Served:**  
Jackson  
Woodruff

**PARAGOULD**

**Street Address:**  
1015 Linwood Drive, Suite 4  
Paragould, AR 72450-4430

**Mailing Address:**  
P.O. Box 336  
Paragould, AR 72451-0336

**Telephone Number:**  
870-236-8512

**Fax Number:**  
870-236-9162

**Counties Served:**  
Greene  
Clay

**PINE BLUFF**

**Street Address:**  
1001 South Tennessee Street  
Pine Bluff, AR 71601-5032

**Mailing Address:**  
P.O. Box 8308  
Pine Bluff, AR 71611-8308

**Telephone Number:**  
870-534-1920

**Fax Number:**  
870-534-7688

**Counties Served:**  
Arkansas  
Grant  
Cleveland  
Jefferson  
Lincoln

**ROGERS**

**Street Address:**  
100 North Dixieland Road  
Rogers, AR 72756-5996

**Mailing Address:**  
P.O. Box 99  
Rogers, AR 72757-0099

**Telephone Number:**  
479-636-4755

**Fax Number:**  
479-621-0322

**Counties Served:**  
Benton



**RUSSELLVILLE**

**Street Address:**  
104 South Rochester Avenue  
Russellville, AR 72801-5337

**Telephone Number:**  
479-968-2784

**Counties Served:**  
Conway  
Johnson  
Perry  
Pope  
Yell

**Mailing Address:**  
P.O. Box 727  
Russellville, AR 72811-0727

**Fax Number:**  
479-968-1670

**SEARCY**

**Street Address:**  
501 West Arch Avenue  
Searcy, AR 72143-5203

**Telephone Number:**  
501-268-8601

**Counties Served:**  
Cleburne  
White

**Mailing Address:**  
P.O. Box 248  
Searcy, AR 72145-0248

**Fax Number:**  
501-268-9166

**Siloam Springs**

**Street Address:**  
809 South Mount Olive Street  
Siloam Springs, AR 72761

**Telephone Number:**  
479-524-5181

**Counties Served:**  
Benton

**Mailing Address:**  
P.O. Box 768  
Siloam Springs, Arkansas  
72761-0768

**Fax Number:**  
479-524-8384

**TEXARKANA**

**Street Address:**  
1702 Hampton Road  
Texarkana, TX 75503-2598

**Telephone Number:**  
870-216-4011

**Counties Served:**  
Little River  
Miller  
Sevier

**Mailing Address:**  
1702 Hampton Road  
Texarkana, TX 75503-2598

**Fax Number:**  
903-792-0983

**WEST MEMPHIS**

**Street Address:**  
 ASU Mid-South  
 2003 West Broadway  
 West Memphis, AR, 72301

**Mailing Address:**  
 P.O. Box 1928  
 West Memphis, AR, 72303-1928

**Telephone Number:**  
 870-400-2269

**Fax Number:**  
 870-735-7656

**Counties Served:**  
 Crittenden

**Arkadelphia Promise Grant:** Print off the application and assist filling out. <http://arkadelphiapromise.com/apply/> Also, remind to always make copies of forms and documents before submitting to any office. The student must have graduated from Arkadelphia High School and is going to college immediately after graduation from High School.

**IF YOU NEED HELP PLEASE CONTACT:**  
 Jason Jones, Executive Director, Arkadelphia Promise 870-210-1271 or [jjones@arkadelphiapromise.com](mailto:jjones@arkadelphiapromise.com)

**Mike Rowe Foundation Scholarship:** The work ethic scholarship program typically opens in March. “Anyone with a pulse, and a desire to learn a trade, is invited to apply “March 20, 2017 is the opening date. Applicants can start preparing for the scholarship application before it opens by doing the following:

- The S.W.E.A.T. Pledge must be signed
- Two solid references more if you have them.
- Attendance records are not required but throw them in if great.

Write a paper: tell of accomplishments or anything you do that shows that you believe in the S.W.E.A.T. Pledge. Volunteer, Eagle Scout etc. Extra hours helping other students or mentoring kids. What do you do that sets you apart from all the other applicants. Be persuasive. Show that you are hungry to learn a skill that’s in demand-you are people that wake up early, stay late, bust ass all day every day.

\$100.00 Registration Fee if they already know they are going to apply. (No applications will be processed without a full application packet: High school GED or transcript, complete application, driver’s license/military ID/state ID, \$100 Registration Fee, \$400 Booth Reservation fee (REFUNDABLE and to be applied to equipment and supplies upon student start)).

### Arkansas Welding Academy Satisfactory Academic Progress (SAP) Policy

Satisfactory progress in attendance and academic work is a requirement for all students enrolled in this school. Federal regulations require all schools participating in state and federal financial aid programs to monitor SAP. These standards are applicable to all students attending Arkansas Welding Academy.

#### **SAP & ATTENDANCE STANDARDS:**

Arkansas Welding Academy requires all students to maintain Satisfactory Academic Progress (SAP) as established by this institution, in order to continue to matriculate at the school and to continue to be eligible to participate in the federal government's Title IV financial aid programs. These standards apply to all students, regardless of the source of the student's funding, and to all students, regardless of their status (full-time or part-time). All students must comply with the following standards:

- All students must complete the required course work to graduate. All required course work must be complete. In order to earn AWS welding certifications, the following must be achieved: 100% on the American Welding Society Safety and Health of Welders Exam; 75% or better on the remainder of tests (Drawing and Welding Symbol Interpretation, Shielded Metal Arc Welding, Gas Metal Arc Welding, Flux Cored Arc Welding, Gas Tungsten Arc Welding, Thermal Cutting Process, and Welding inspection and Testing); all Workmanship Performance Test Results including both Visual and Bend Test must be passed.
1. Arkansas Welding Academy requires students to attend school as designated by course and program design.
  2. Unexcused absences will not have make up.
  3. Excused absences will be allowed to be made up.
  4. The Director of Arkansas Welding Academy will require proof for excused absences lasting more than two consecutive days.
    - a. Sickness requires physicians' documentation.
    - b. Family emergency will be considered on a case by case basis.
    - c. Death of Immediate Family Member.
    - d. Court Appearance with court documentation.
  5. The Director will grant emergency leave of absence for extenuating circumstances. Makeup work will be allowed when student is able to return to school. All requests must be submitted to Director in writing with any required documentation.
  6. Students missing more than twelve unexcused days will not be eligible to work on Pipe. Eighteen days of unexcused absence shall result in termination from program with no option to return.
  7. All students are held responsible for regular and punctual attendance. Arkansas Welding Academy students must be present for 85% of the entire program. For example, a student scheduled to complete an 800-hour program must be present for a total of 680 hours of the entire program. Class begins at 8:00am and ends at 4:00pm. A student showing up anytime after 8:00am will be considered tardy.

8. All students must complete the program within one and one-half (1½) times the normal length of time required to complete the program as defined in the enrollment agreement. This time frame will be measured in terms of clock hours attempted. (1200 contact hours).

Regardless of the average level of attendance, students who have more than 18 days of **consecutive** absence will be dismissed (unofficially withdrawn). This standard shall apply to all students except those on an approved Leave-of-Absence (see LOA policy). Students who expect to be absent 10 or more days are encouraged to request a Leave-of-Absence.

In addition to attendance standards relating to Satisfactory Academic Progress (SAP), students are also required to adhere to certain other general institutional policies relating to attendance and tardiness. These policies are outlined in the School Catalog.

**Title IV, HEA Quantitative (150%) Requirement:**

All clock hours at the Institution, transfer hours and hours attempted, must be counted toward the 150% eligibility, no matter if a student received Title IV, HEA federal student aid or not.

Students must also meet the attendance requirements as outlined in this catalog.

**Pace Measure of Satisfactory Academic Progress (SAP):**

Students are required to complete his/her educational program in no longer than 150% of the published length of the program as measured in clock hours as determined by the program in order to be considered making Satisfactory Academic Progress.

Evaluations are conducted at the point the student successfully completes the scheduled clock hours for that payment period to determine if the student has met the minimum requirements. Evaluations are based on the cumulative attendance percentage as of the last day of the evaluation period. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. An evaluation of the cumulative attendance since the beginning of the course will indicate that, given the same attendance rate, the student will graduate within the maximum time frame allowed.

The school's satisfactory academic progress policies must contain a Pace measure. The policy defines the pace that our students must progress to ensure educational program completion within the maximum timeframe of 150%. The maximum time frame is no longer than 150% of the published length of the educational program (1200 contact hours) as measured in the cumulative number of clock hours the student is required to complete.

A leave of absence will extend the student's contract period, and maximum time frame, by the same number of days in the leave of absence. Approved leave of absence must identify a return date. Should the student not return from leave of absence by the return date the student shall be withdrawn with the withdrawal date being the last date of attendance. Students who have withdrawn shall be refunded what is due per the refund policy and is not eligible for reinstatement nor admission.

Arkansas Welding Academy's academic year is defined as, 910 clock hours and 26 weeks. For Title IV, HEA payments the student must meet both clock hours and weeks of instruction as well as complying with all standards for Satisfactory Academic Progress before they can receive further Title IV, HEA payments.

### **EVALUATION PERIODS:**

Student compliance with the policy for Satisfactory Academic Progress is divided into two evaluation periods and is assessed at 400 clock hours and the corresponding weeks (12th week) for the payment period.

### **Quantitative Satisfactory Academic Progress (Academic Completion/Pass Rate):**

The student must complete 67% of the contact or credit hours attempted each payment period. All cumulative hours will be considered in the calculation. The percentage earned will be evaluated at least once per the program duration to determine Quantitative Satisfactory Progress. The student must have earned 67% of the contact hours attempted to be considered making satisfactory progress. EXAMPLE: 800 contact hours(attempted/registered)  $800 \times .67 = 536$  contact hours. Since SAP is evaluated at the point the student successfully completes the scheduled clock hours for the payment period which is 400 clock hours ,( 67% of 400 contact hours is 268 contact hours AND 67% of 12 weeks is 8 weeks) The student must have earned/completed 268 clock hours by the end of the payment period to be considered making satisfactory progress. AWA has elected to evaluate SAP at this point to accommodate for the different paces of its students. Some learn this skill slower but are doing well. Evaluating at the scheduled hours may put many students into a mindset that will inhibit learning. Only passing grades (pass/fail on lab weld tests and 100% on safety test and 75% on all remaining AWA SENSE TESTS) will be considered as hours earned. Repeating a class will count as hours attempted.

### **Qualitative Satisfactory Progress (Minimum GPA):**

AWA does not calculate GPAs for students. The qualitative measurement shall be the progression through the SENSE exams and welding processes in the lab. Therefore, a student is considered meeting the qualitative measurement if He or She has passed all the SENSE tests up to and including the Shielded Metal Arc Welding module and has completed all welding processes up to the Open Butt 6010 Root, 6010 Hot Pass 1/8", 7018 Fill and Cap (2G-Horizontal).

### **Notification to Students:**

Students are notified of the results of the SAP evaluation through a signed SAP worksheet and financial aid reports. *A student must meet SAP before disbursements can be made.*

**Incompletes, withdraws, and repetitions:**

- **Incompletes:** A student who does not complete the SENSE and Weld tests will not receive completion status from the program. *All tests must be completed to graduate.* Some students may determine that pipe will not be a program they can complete. In this case a student who has completed the SENSE tests and has completed the structural processes shall receive a structural certification.
- **Withdraws:** R2T4 will be calculated if applicable and the institutional refund policy will be enacted. The pace and progression through the SENSE and weld tests will be stored and labeled as a withdraw. The expected completion date for that student will move forward the same amount of time the student withdrew for in the same manner as an LOA. A withdraw from AWA is leaving the school so will be treated like a drop. If a student wishes to re-enroll he or she must fill out the special circumstance application form to indicate the reason for withdrawing. Re-enrollment will be decided at the discretion of the director. This will be under extremely rare circumstances note that most students who have withdrew or dropped will not be eligible for reenrollment.
- **Repetitions:** Students must reach certain points in the program both in class and lab. These points are defined above in the qualitative section. Repetitions of weld and SENSE tests affect how much time a student has to reach the benchmarks. Repetitions do not affect a student`s pace because a student repeating tests are still attending/ completing contact hours in the program.

**Title IV, HEA, WARNING / DEVELOPMENT STATUS / APPEAL / PROBATION:**

Students who fail to meet minimum requirements (80% cumulative attendance for Arkansas Welding Academy programs and 75% GPA for the Arkansas Welding Academy Programs) for attendance and academic progress at the end of a payment period will be placed on a Title IV, HEA Financial Aid Warning. A student on **Title IV, HEA** Financial Aid Warning may continue to receive assistance under the Title IV, HEA programs for one payment period. At the end of the payment period if the student has met the minimum grade and attendance requirement the student is considered to be meeting Satisfactory Academic Progress.

If the student is not meeting Satisfactory Academic Progress at the end of the Title IV, HEA Financial Aid Warning Period, the student will lose their Title IV, HEA eligibility, with the right to appeals. The student will also be placed on **Academic Probation Development Status** and will be required to meet specific criteria of an improvement plan to assist them in regaining SAP and Title IV, HEA eligibility.

Students are reminded that an Academic Probation Development Status is not the same as a Title IV, HEA Probation status. During this period the students will not be eligible to receive Title IV, HEA funds but he/she may continue on a cash pay basis with an approved payment plan. Arrangements for payment must be approved within 10 school days of notification of development status.

If a student is making SAP at the end of the Financial Aid Warning, they shall be returned to normal SAP status with no loss of Title IV, HEA eligibility.

**Title IV, HEA Appeal Process:**

A student who loses their Title IV, HEA financial aid eligibility due to not making SAP at the end of a Title IV, HEA financial aid warning has the right to file an appeal regarding their Satisfactory Academic Progress Evaluations.

A student, who wished to appeal Academic Warning Status and with a loss of Title IV, HEA eligibility, must submit a written request to the School Director within ten (10) business days of being notified that they are in a non-satisfactory progress status.

**The student must describe any unusual circumstance(s);** that the student believes deserve special consideration. The basis on which a student may file an appeal:

- death of a relative, an injury, or
- illness of the student, or
- other special circumstance.

The student must provide information and supporting documentation as to why they did not make SAP and what has changed that will allow them to make SAP by the next evaluation point.

Once the School Director receives the appeal, they will evaluate the appeal and provide a decision within ten (10) business days. The School Director will notify the student in writing of the decision and all decisions are final.

If the student is granted an appeal they will then be placed on Title IV, HEA Financial Aid Probation, which is a status assigned by the institution to a student who fails to make SAP. Note the appeal ~~has~~ can only be granted for one payment period only.

**Title IV, HEA Financial Aid Probation Status:**

A student placed on Title IV, HEA Financial Aid Probation may receive Title IV, HEA program funds for one payment period only. Any student that prevails upon the appeal process shall be placed on Title IV, HEA financial aid probation and will be eligible to receive Title IV, HEA funding during this period. The student may also be placed on an individual development plan to assist the student in regaining SAP at the end of this payment period. Those who are not making SAP at the end of the Title IV, HEA Financial Aid probation period will be ineligible to receive Title IV, HEA funds for the following payment periods. A student must meet SAP prior to having eligibility reinstated.

If the student is not granted a Title IV, HEA Probation they will remain on **Academic Warning** with a loss of Title IV, HEA funding for at least one payment period, at which time they must be making SAP in order to regain Title IV, HEA funding for the next payment period.

**Reinstatement of Title IV, HEA Funding:**

This process is limited to the period under evaluation. Students making SAP by the conclusion of the probation period will be removed from the probation status and will regain eligibility for Title IV, HEA aid.



**Requirements for the Academic Improvement Plan:**

- Maintain an attendance percentage that will ensure the student will meet Satisfactory Academic Progress by the next payment period.
- Students must have met the minimum attendance requirements to be eligible for an Academic Improvement plan.
- Maintain a 75% grade point average for Arkansas Welding Academy Programs. (The higher grade point is required to raise the standard to help the student make up for areas that may have been previous lacking.
- Attend welding theory class regularly (student must attend an average of 3 out of the 4 hours required for welding theory class each week).
- Complete all required test and projects assigned (test and projects must be completed and turned in when requested).
- The academic improvement plan will be monitored by the School Director and Director of Training.
- The school will notify the student each month on their academic improvement status during the monthly progress report/advising session. Status of the students report will be written on the progress report form for the student to sign.
- Students choosing to remain in school while requesting an appeal will be responsible for charges accrued whether or not the appeal is granted.

**Returning student from a Leave of Absence or a Withdrawal:**

All students, who have withdrawn or taken a leave of absence and choose to re-enter into a course AND is approved by AWA, will be placed under the same satisfactory or unsatisfactory progress status prevailing at the time of the prior withdrawal or leave.

**RE-ESTABLISHMENT OF Title IV , HEA SATISFACTORY ACADEMIC PROGRESS:**

Students may re-establish satisfactory academic progress by meeting minimum attendance and academic requirements at the next evaluation point.

**REINSTATEMENT OF Title IV, HEA FINANCIAL AID:**

Title IV, HEA funds will be reinstated to qualified students who have received a financial aid probation as a result of a successful appeal or who have re-established satisfactory academic progress by meeting the minimum cumulative attendance and academic requirements at the end of a payment period and are able to complete their program within the maximum time frame.

**NONCREDIT AND REMEDIAL COURSES:**

Noncredit and remedial courses do not apply to this institution. Therefore, these items have no effect upon the school's satisfactory progress standards.



Terms and Conditions for Federal Student Loans



OMB No. 1845-0007

**Master Promissory Note**

Exp. Date 04/30/2019

Form Approved

**Direct Subsidized Loans and Direct Unsubsidized Loans**

**William D. Ford Federal Direct Loan Program**

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097. **BEFORE YOU BEGIN**

Before you begin, read the **Instructions** on page 14 of this Master Promissory Note.

BORROWER INFORMATION

1. Name and Permanent Address (see Instructions)
2. Social Security Number
3. Date of Birth (mm-dd-yyyy)
4. Driver's License State and Number
5. Email Address (optional)
6. Area Code/Telephone Number **REFERENCE INFORMATION**

List two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

7. First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Last Name: \_\_\_\_\_

Permanent Address (Street, City, State, Zip Code): \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Area Code/Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Relationship to You: \_\_\_\_\_

8. First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Last Name: \_\_\_\_\_

Permanent Address (Street, City, State, Zip Code): \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Area Code/Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Relationship to You: \_\_\_\_\_

SCHOOL INFORMATION – TO BE COMPLETED BY THE SCHOOL

9. School Name and Address

10. School Code/Branch

11. Identification No.

**Borrower's Name:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

BORROWER REQUEST, CERTIFICATIONS, AUTHORIZATIONS, AND UNDERSTANDINGS

12. This is a Master Promissory Note (MPN) for one or more Federal Direct Stafford/Ford (Direct Subsidized) Loans and/or Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans. I request a total amount of Direct Subsidized Loans and/or Direct Unsubsidized Loans under this MPN not to exceed the allowable maximums under the Act (“the Act” is defined in the MPN Terms and Conditions section of this MPN under Governing Law). My school will notify me of the loan type and loan amount that I am eligible to borrow. Within certain timeframes, I may cancel a loan or request a lower amount by contacting my school, or by refusing to accept or returning all or a portion of a loan disbursement that is made to me. The Borrower’s Rights and Responsibilities Statement that accompanies this MPN and the disclosure statements that will be provided to me contain additional information about my right to cancel a loan or request a lower amount.

13. Under penalty of perjury, I certify that:

- a. The information I have provided on this MPN and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is provided in good faith.
- b. I will use the money I receive from any loan made under this MPN only to pay for my authorized educational expenses for attendance at the school that determined I was eligible to receive the loan. I will immediately repay any loan money that cannot be attributed to educational expenses for attendance on at least a half-time basis at that school.
- c. If I owe an overpayment on a Federal Perkins Loan, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (FSEOG), Academic

Competitiveness Grant (ACG), National Science and Mathematics Access to Retain Talent (SMART) Grant, or Leveraging Educational Assistance Partnership Grant, I have made satisfactory arrangements to repay the amount owed.

- d. If I am in default on any loan I received under the Federal Perkins Loan Program (including National Direct Student Loans), the William D. Ford Federal Direct Loan (Direct Loan) Program, or the Federal Family Education Loan (FFEL) Program, I have made satisfactory repayment arrangements with the loan holder to repay the amount owed.
- e. If I have been convicted of, or if I have pled *nolo contendere* (no contest) or guilty to, a crime involving fraud in obtaining funds under a program authorized under Title IV of the Higher Education Act of 1965, as amended (HEA), I have fully repaid the funds to the U.S. Department of Education (ED) or to the loan holder in the case of a Title IV federal student loan. The Title IV, HEA programs include the

#### PROMISE TO PAY

Federal Pell Grant, FSEOG, ACG, SMART Grant, Leveraging Educational Assistance Partnership Grant, Teacher Education Assistance for College and Higher Education (TEACH) Grant, Federal Work-Study (FWS), Federal Perkins Loan, Direct Loan, and FFEL programs.

**14.** For each Direct Subsidized Loan and Direct Unsubsidized Loan I receive under this MPN:

- a. I authorize my school to certify my eligibility for the loan.
- b. I authorize my school to credit my loan money to my student account at the school, and to pay to ED any refund that may be due up to the full loan amount.
- c. I authorize ED and its agents and contractors to investigate my credit record and report information about my loan status to persons and organizations permitted by law to receive that information.
- d. I authorize ED to defer repayment of principal on my loan while I am enrolled at least half-time at an eligible school, unless I notify ED differently.
- e. I authorize my schools, ED, and their agents and contractors to release information about my loan to the references I provide and to my immediate family members unless I submit written directions otherwise.
- f. I authorize my schools, ED, and their agents and contractors to share information about my loan with each other.
- g. I authorize my schools, ED, and their agents and contractors to contact me regarding my loan request or my loan, including repayment of my loan, at any cellular telephone number I provide now or in the future using automated dialing equipment or artificial or prerecorded voice or text messages.

15. I understand that:

A. ED will give me the opportunity to pay the interest that accrues on each loan made under this MPN during grace, in-school, deferment (including in-school deferment), forbearance, and other periods as provided under the Act. If I do not pay the interest that accrues during these periods, ED may add unpaid interest that accrues on each loan made under this MPN to the principal balance of that loan (this is called “capitalization”) at the end of the grace, deferment, forbearance, or other period. Capitalization will increase the principal balance on my loan and the total amount of interest I must pay.

B. ED has the authority to verify information reported on this MPN with other federal agencies.

16. I promise to pay to ED all loan amounts disbursed under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. **I understand that more than one loan may be made to me under this MPN.** I understand that by accepting any disbursement issued at any time under this MPN, I agree to repay the loan associated with that disbursement.

17. If I do not make a payment on a loan made under this MPN when it is due, I will also pay reasonable collection costs, including but not limited to attorney fees, court costs, and other fees.

18. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this MPN and the Borrower’s Rights and Responsibilities Statement.

19. My signature certifies that I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Request, Certifications, Authorizations, and Understandings, the MPN Terms and Conditions, the Notice About Subsequent Loans Made Under this MPN, and the Borrower’s Rights and Responsibilities Statement.

**I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN, AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.**

20. Borrower’s Signature

21. Today’s Date (mm-dd-yyyy) \_\_\_\_ - \_\_\_\_ - \_\_\_\_

GOVERNING LAW

The terms of this Master Promissory Note (MPN) will be interpreted in accordance with the HEA (20 U.S.C. 1070 et seq.), ED’s regulations, any amendments to the HEA and the regulations in accordance with the effective date of those amendments, and other applicable federal laws and regulations. Throughout this MPN, we refer to these laws and regulations collectively as the “Act”.

Under applicable state law, except as preempted by federal law, you may have certain borrower rights, remedies, and defenses in addition to those stated in this MPN and the Borrower’s Rights and Responsibilities Statement.

## DISCLOSURE OF LOAN TERMS

This MPN applies to Direct Subsidized Loans and Direct Unsubsidized Loans. Under this MPN, the principal amount that you owe, and are required to repay, will be the sum of all disbursements that are made (unless you reduce or cancel any disbursements as explained below under Loan Cancellation), plus any unpaid interest that is capitalized and added to the principal balance.

Each loan made under this MPN is separately enforceable based on a true and exact copy of this MPN. At or before the time of the first disbursement of each loan, you will receive a disclosure statement identifying the amount of the loan and additional terms of the loan. The Borrower's Rights and Responsibilities Statement accompanying this MPN contains important additional information. The Borrower's Rights and Responsibilities Statement and any disclosure statement you receive in connection with any loan under this MPN are hereby incorporated into this MPN.

The Act specifies annual and aggregate limits on the amount of loans you may receive under this MPN. You may request additional loan funds to pay for your educational costs up to the annual and aggregate loan limits by contacting your school's financial aid office. Your school will determine if you are eligible for any additional loan funds. You will be notified of any increase or other change in the amount of your loan.

The amount of Direct Subsidized Loans and Direct Unsubsidized Loans you are eligible to receive may increase or decrease based on changes in your financial circumstances. Your school will notify you of any changes in your eligibility. You will be notified of any increase or decrease in the amount of your loan.

We may use a servicer to handle billing and other communications related to your loan.

## TIME LIMITATION ON DIRECT SUBSIDIZED LOAN ELIGIBILITY FOR FIRST-TIME BORROWERS ON OR AFTER JULY 1, 2013

If you are a first-time borrower on or after July 1, 2013 (see Note), there is a limit on the maximum period of time (measured in academic years) for which you can receive Direct Subsidized Loans. In general, you may not receive Direct Subsidized Loans for more than 150% of the published length of your program of study. This is called your "maximum eligibility period."

After you have received Direct Subsidized Loans for your maximum eligibility period, you are no longer eligible to receive additional Direct Subsidized Loans, and if you are enrolled in school you may become responsible for paying interest on your Direct Subsidized Loans. You may continue to receive Direct Unsubsidized Loans.

With certain exceptions as provided under the Act (such as if you graduate from your program of study before you receive or at the time you receive Direct Subsidized Loans for your maximum eligibility period), you will become responsible for paying the interest that accrues on your Direct Subsidized Loans during all periods if you:

- Continue to be enrolled in any undergraduate program after you have received Direct Subsidized Loans for your maximum eligibility period, or
- Enroll in another undergraduate program that is the same length as or shorter than your previous program.

The Borrower's Rights and Responsibilities Statement that accompanies this MPN provides additional information concerning the limitation on Direct Subsidized Loan eligibility for first-time borrowers on or after July 1, 2013.

Note: You are considered to be a first-time borrower on or after July 1, 2013 if you had no outstanding balance on a Direct Loan or a Federal Family Education Loan (FFEL) Program loan on July 1, 2013, or if you have no outstanding balance on a Direct Loan or FFEL program loan on the date you obtain a Direct Loan Program loan after July 1, 2013.

#### LOAN CANCELLATION

You may pay back all or part of a loan disbursement within the timeframes set by the Act, as explained in the Borrower's Rights and Responsibilities Statement and in a disclosure statement that you will receive. If you return the full loan amount within those timeframes, you will not have to pay any loan fee or interest charges. If you return part of a disbursement within those timeframes, we will reduce the loan fee and interest charges in proportion to the amount returned.

#### INTEREST

Unless we notify you in writing that a different rate will apply, the interest rate for any loan you receive under this MPN is a fixed rate that is calculated in accordance with a formula specified in the Act. The interest rate for Direct Subsidized Loans and Direct Unsubsidized Loans is calculated each year. When the rate is calculated, it applies to Direct Subsidized Loans and Direct Unsubsidized Loans for which the first disbursement is made during the period beginning on July 1 of one year and ending on June 30 of the following year. Different interest rates may apply to different loans you receive under this MPN, depending on when the loan is first disbursed and whether you are an undergraduate student or a graduate or professional student. The maximum interest rate for Direct Subsidized Loans and Direct Unsubsidized Loans made to undergraduate students is 8.25%. The maximum interest rate for Direct Unsubsidized Loans made to graduate or professional students is 9.5%. We will notify you of the interest rate on each of your loans.

If you are in the military and the interest rate on your loan is greater than 6%, you may qualify to have the rate limited to 6% during your period of service. In addition, under the no accrual of interest benefit for active duty service members, you are not required to pay the interest that accrues on any type of Direct Loan Program loan first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

Except as explained below, you are not required to pay the interest that accrues on a Direct Subsidized Loan during an in-school, grace, or deferment period, and during certain periods of repayment under the Revised Pay As You Earn Repayment Plan (REPAYE Plan), the Pay As You Earn Repayment Plan (PAYE Plan), and the Income-Based Repayment Plan (IBR Plan). You must pay the interest that accrues on a Direct Subsidized Loan during all other periods (including forbearance periods), starting on the day after your grace period ends.

If you are a first-time borrower on or after July 1, 2013, under certain conditions you may become responsible for paying the interest that accrues on your Direct Subsidized Loans during all periods, as described under the heading "Time Limitation on Direct Subsidized Loan Eligibility for First-Time Borrowers on or after July 1, 2013."

Except during certain periods of repayment under the REPAYE Plan, you must pay the interest that accrues on a Direct Unsubsidized Loan during all periods (including in-school, grace, deferment, and forbearance periods), starting on the date of the first disbursement of the loan. (CONTINUED)

You agree to pay all interest that accrues on your Direct Loan(s) during the periods described above. You will be given the opportunity to pay the interest that accrues during in-school, grace, deferment, forbearance, or other periods as provided under the Act. If you do not pay this interest, we may capitalize the interest (add it to the principal balance of your loans) at the end of the grace, deferment, forbearance, or other period.

#### LOAN FEE

As provided by the Act, we charge a loan fee for each Direct Subsidized Loan and Direct Unsubsidized Loan you receive under this MPN. The loan fee is a percentage of the loan amount and will be deducted proportionately from each disbursement of each of your loans. The specific loan fee you are charged will be shown on disclosure statements that will be sent to you. We may refund the loan fee only as permitted by the Act. **LATE CHARGES AND COLLECTION COSTS** We may collect from you:

- A late charge of not more than six cents for each dollar of each late payment if you do not make any part of a required installment payment within 30 days after it becomes due, and
- Any other charges and fees that are permitted by the Act related to the collection of your loans.

If you default on a loan, you must pay reasonable collection costs, plus court costs and attorney fees.

#### GRACE PERIOD

You will receive a 6-month grace period on repayment of each loan made under this MPN. The grace period begins the day after you cease to be enrolled at least half-time at an eligible school.

You are not required to make any payments on your loan during the grace period.

However, you are responsible for paying the interest that accrues on your Direct Unsubsidized Loan and, in some cases on your Direct Subsidized Loan during the grace period (see “Interest” in this section of the MPN), and this interest will be capitalized at the end of the grace period if you do not pay it.

#### REPAYMENT

You must repay the full amount of the loans made under this MPN, plus accrued interest. You will repay each loan in monthly installments during a repayment period that begins on the day immediately following your 6-month grace period on that loan. Generally, payments that you make or that someone else makes on your behalf will be applied first to late charges and collection costs that are due, then to interest that has not been paid, and finally to the principal amount of the loan. However, any payments made under the REPAYE Plan, the PAYE Plan, or the IBR Plan will be applied first to interest that is due, then to fees that are due, and then to the principal amount.

You have a choice of repayment plans. The Borrower’s Rights and Responsibilities Statement includes information on these repayment plans. You must select a repayment plan. If you do not select a repayment plan, we will choose a plan for you in accordance with the Act.

Once you choose a repayment plan, we will provide you with a repayment schedule that identifies your payment amounts and due dates. If you intend to repay your loan but are unable to make your scheduled loan payments, we may grant you a forbearance that allows you to temporarily stop making payments or to temporarily make a smaller payment amount, which extends the time for making payments.

We may adjust payment dates on your loans or may grant you a forbearance to eliminate a delinquency that remains even though you are making scheduled installment payments.

You may prepay all or any part of the unpaid balance on your loans at any time without penalty. We will determine how to apply the prepayment in accordance with the Act.

After you have repaid in full a loan made under this MPN, we will send you a notice telling you that you have paid off your loan.

#### ACCELERATION AND DEFAULT

At our option, the entire unpaid balance of a loan made under this MPN will become immediately due and payable (this is called “acceleration”) if any one of the following events occurs:

- (1) You do not begin attendance in any classes at the school that determined you were eligible to receive the loan;
- (2) You do not use the loan money solely for your educational expenses;
- (3) You make a false representation that results in your receiving a loan for which you are not eligible; or
- (4) You default on the loan.

You will be considered in default on your loan if:

- (1)** The full unpaid balance of the loan becomes immediately due and payable because event (1), (2), or (3) above occurs and you do not pay the amount due;
- (2)** You do not make installment payments when due and your failure to make payments has continued for at least 270 days; or
- (3)** You do not comply with other terms of the loan, and we reasonably conclude that you no longer intend to honor your repayment obligation.

If you default, we may capitalize all outstanding interest. This will increase the principal balance of your loan, and the full amount of the loan, including the new principal balance and collection costs, will become immediately due and payable.

If you default, the default will be reported to nationwide consumer reporting agencies (credit bureaus) and will significantly and adversely affect your credit history. A default will have additional adverse consequences as explained in the Borrower’s Rights and Responsibilities Statement. Following default, you may be required to repay the loan (potentially including amounts in excess of the principal and interest) under the IBR Plan, the PAYE Plan, the REPAYE Plan, or the Income-Contingent Repayment Plan (ICR Plan) in accordance with the Act.

#### LEGAL NOTICES

Any notice required to be given to you will be effective if it is sent by first-class mail to the most recent address that we have for you, by electronic means to an email address you have provided, or by any other method of notification that is permitted or required by applicable law and regulation. You must immediately notify us of a change in your contact information or status as specified in the Borrower’s Rights and Responsibilities Statement under “Information you must report to us after you receive your loan.”

If we do not enforce or insist on compliance with any term of this MPN, it does not waive any of our rights. No provision of this MPN may be modified or waived, unless we do so in writing. If any provision of this MPN is determined to be unenforceable, the remaining provisions will remain in force.



Information about your loans will be submitted to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes that we authorize.

#### NOTICE ABOUT SUBSEQUENT LOANS MADE UNDER THIS MPN

This MPN authorizes us to make multiple loans to you to pay your educational expenses during the multi-year term of this MPN, upon your request and upon your school's annual certification of your loan eligibility.

At schools that are authorized to use the multi-year feature of the MPN and choose to do so, subsequent loans may be made under this MPN for subsequent academic years. At any school, subsequent loans may be made under this MPN for the same academic year.

(CONTINUED)

No subsequent loans will be made under this MPN after the earliest of the **(2)** One year after the date you sign the MPN or the date we receive the MPN if following dates: no disbursements are made under the MPN; or

**(1)** The date we or your school receive your written notice that no further loans **(3)** Ten years after the date you sign the MPN or the date we receive the MPN. may be made;

#### IMPORTANT NOTICES

##### GRAMM-LEACH-BLILEY ACT NOTICE

In 1999, Congress enacted the Gramm-Leach-Bliley Act (Public Law 106102). This Act requires that lenders provide certain information to their customers regarding the collection and use of nonpublic personal information.

We disclose nonpublic personal information to third parties only as necessary to process and service your loan and as permitted by the Privacy Act of 1974. See the Privacy Act Notice below. We do not sell or otherwise make available any information about you to any third parties for marketing purposes.

We protect the security and confidentiality of nonpublic personal information by implementing the following policies and practices. All physical access to the sites where nonpublic personal information is maintained is controlled and monitored by security personnel. Our computer systems offer a high degree of resistance to tampering and circumvention. These systems limit data access to our staff and contract staff on a "need-to-know" basis, and control individual users' ability to access and alter records within the systems. All users of these systems are given a unique user ID with personal identifiers. All interactions by individual users with the systems are recorded.

##### PRIVACY ACT NOTICE

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §451 *et seq.* of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1087a *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

#### FINANCIAL PRIVACY ACT NOTICE

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), ED will have access to financial records in your student loan file maintained in compliance with the administration of the Direct Loan Program.

### PAPERWORK REDUCTION NOTICE

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0007. Public reporting burden for this collection of information is estimated to average 30 minutes (0.5 hours) per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 685.201. If you have comments or concerns regarding the status of your individual submission of this form, write to:

U.S. Department of Education  
Common Origination and Disbursement School Relations Center  
Attn: Student Loan Support  
PO Box 9002  
Niagara Falls, NY 14302

### IMPORTANT NOTICE

This Borrower's Rights and Responsibilities Statement provides additional information about the terms and conditions of the loans you receive under the accompanying Master Promissory Note (MPN) for Direct Subsidized Loans and Direct Unsubsidized Loans. Please keep this Borrower's Rights and Responsibilities Statement for your records. You may request another copy of this Borrower's Rights and

Responsibilities Statement at any time by contacting your servicer.

Throughout this Borrower's Rights and Responsibilities Statement, the words "we," "us," and "our" refer to the U.S. Department of Education. The word "loan" refers to one or more loans made under the accompanying MPN.

#### 1. THE WILLIAM D. FORD FEDERAL DIRECT LOAN PROGRAM

The William D. Ford Federal Direct Loan (Direct Loan) Program includes the following types of loans, known collectively as "Direct Loans":

- Federal Direct Stafford/Ford Loans (Direct Subsidized Loans)
- Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans)
- Federal Direct PLUS Loans (Direct PLUS Loans)
- Federal Direct Consolidation Loans (Direct Consolidation Loans)

The Direct Loan Program is authorized by Title IV, Part D, of the Higher Education Act of 1965, as amended (HEA), 20 U.S.C. 1070 *et seq.*

You must complete a Free Application for Federal Student Aid (FAFSA) to be eligible for a Direct Subsidized Loan or Direct Unsubsidized Loan.

Direct Loans are made by the U.S. Department of Education. We contract with servicers to process

Direct Loan payments, deferment and forbearance requests, and other transactions, and to answer questions about Direct Loans. Your servicer will provide you with its address and telephone number after the school notifies us that the first disbursement of your loan has been made. It is important to keep in contact with your servicer.

## 2. LAWS THAT APPLY TO THIS MPN

The terms and conditions of loans made under this MPN are determined by the HEA and other applicable federal laws and regulations. These laws and regulations are referred to as “the Act” throughout this Borrower’s Rights and Responsibilities Statement. Under applicable state law, except as preempted by federal law, you may have certain borrower rights, remedies, and defenses in addition to those stated in the MPN and this Borrower’s Rights and Responsibilities Statement.

**NOTE: Any amendment to the Act that affects the terms of this MPN will be applied to your loans in accordance with the effective date of the amendment.**

## 3. DIRECT SUBSIDIZED LOANS AND DIRECT UNSUBSIDIZED LOANS

Direct Subsidized Loans and Direct Unsubsidized Loans are made to students to help pay for the cost of education beyond high school.

Direct Subsidized Loans are available only to undergraduate students. Direct Unsubsidized Loans are available to both undergraduate students and graduate or professional students.

To receive a Direct Subsidized Loan, you must have financial need. Except as explained in Item 10 of this Borrower’s Rights and Responsibilities Statement (“Payment of interest”), you are not required to pay the interest that accrues on Direct Subsidized Loans while you are in school, during the grace period, during deferment periods, and during certain periods of repayment under the Revised Pay As You Earn Repayment Plan (REPAYE Plan), the Pay As You Earn Repayment Plan (PAYE Plan), and the IncomeBased Repayment Plan (IBR Plan).

Direct Unsubsidized Loans are not based on financial need. Except during certain periods of repayment under the REPAYE Plan, you must pay the interest that accrues on Direct Unsubsidized Loans during all periods. For more information on interest charges, see Item 10.

## 4. TIME LIMITATION ON DIRECT SUBSIDIZED LOAN ELIGIBILITY FOR FIRSTTIME BORROWERS ON OR AFTER JULY 1, 2013

If you are a first-time borrower on or after July 1, 2013, there is a limit on the maximum period of time (measured in academic years) that you can receive Direct Subsidized Loans.

You are a first-time borrower on or after July 1, 2013 if you had no outstanding balance on a Direct Loan or on a Federal Family Education Loan (FFEL) Program loan on July 1, 2013, or if you have no outstanding balance on a Direct Loan or FFEL program loan on the date you obtain a Direct Loan after July 1, 2013.

In general, if you are a first-time borrower on or after July 1, 2013 you may not receive Direct Subsidized Loans for more than 150% of the published length of your program of study. This is called your “maximum eligibility period.” For example, if you are enrolled in a 4-year bachelor’s degree program, the maximum period for which you can receive Direct Subsidized Loans is 6 years (150% of 4 years = 6 years).

Your maximum eligibility period is based on the published length of the program in which you are currently enrolled. This means that your maximum eligibility period can change if you change programs. If you receive Direct Subsidized Loans for one program and then change to a different program, the period of time for which you received Direct Subsidized Loans for the earlier program will generally count against your new maximum eligibility period.

After you have received Direct Subsidized Loans for your maximum eligibility period, you are no longer eligible to receive additional Direct Subsidized Loans, and if you are enrolled in school, you may become responsible for paying interest on your Direct Subsidized Loans. You may continue to receive Direct Unsubsidized Loans. We will notify you if you are no longer eligible to receive additional Direct Subsidized Loans.

With certain exceptions as provided under the Act (for example, if you graduate from your program of study before or at the time you receive Direct Subsidized Loans for your maximum eligibility period), if you continue to be enrolled in any undergraduate program after you have received Direct Subsidized Loans for your maximum eligibility period, or if you enroll in another undergraduate program that is the same length as or shorter than your previous program, you will become responsible for paying all of the interest that accrues on your Direct Subsidized Loans, during all periods, beginning on the date of the enrollment that causes you to become responsible for paying the interest. You will become responsible for paying all of the interest that accrues on your Direct Subsidized Loans based solely on your enrollment as described above, regardless of whether you apply for, request, or receive federal financial aid. We will notify you if you become responsible for paying all of the interest that accrues on your Direct Subsidized Loans.

Additional information about the limitation on Direct Subsidized Loan eligibility for first-time borrowers on or after July 1, 2013 will be provided during entrance counseling (see Item 13 of this Borrower's Rights and Responsibilities Statement). You may also obtain additional information from your school's financial aid office, or at [StudentAid.gov](http://StudentAid.gov).

## 5. ABOUT THE MPN

You may receive more than one loan under this MPN over a period of up to 10 years to pay for your educational costs, as long as the school you are attending is authorized to use the multi-year feature of the MPN and chooses to do so.

If your school is not authorized to use the multi-year feature of the MPN or chooses not to do so, or if you do not want to receive more than one loan under this MPN, you must sign a new MPN for each loan that you receive. If you do not want to receive more than one loan under this MPN, you must notify your school or your servicer in writing.

## 6. USE OF YOUR LOAN MONEY

You may use the loan money you receive only to pay for your authorized educational expenses for attendance at the school that determined you were eligible to receive the loan. Authorized expenses include the following:

- Tuition
- Room
- Board
- Institutional fees
- Books
- Supplies
- Equipment
- Dependent care expenses
- Transportation
- Commuting expenses
- Rental or purchase of a personal computer
- Loan fees
- Other documented, authorized costs

## 7. INFORMATION YOU MUST REPORT TO US AFTER YOU RECEIVE YOUR LOAN

You must notify your servicer and/or the financial aid office at your school about certain changes.

Until you graduate or otherwise leave school, you must notify your school's financial aid office if you:

- Change your address or telephone number;
- Change your name (for example, maiden name to married name);
- Do not enroll at least half-time for the loan period certified by the school;
- Do not enroll at the school that determined you were eligible to receive the loan;
- Stop attending school or drop below half-time enrollment;
- Transfer from one school to another school; or  Graduate.

You must also notify your servicer if any of the above events occur at any time after you receive your loan. In addition, you must notify your servicer if you:

- Change your employer, or your employer's address or telephone number changes; or
- Have any other change in status that would affect your loan (for example, if you receive a deferment while you are unemployed, but you find a job and therefore no longer meet the eligibility requirements for the deferment).

## 8. AMOUNT YOU MAY BORROW

The charts that follow show the maximum amounts of Direct Subsidized Loans and Direct Unsubsidized Loans that you may borrow for a single academic year (annual loan limits), and the maximum amounts that you may borrow in total for undergraduate and graduate study (aggregate loan limits).

The aggregate loan limits are combined limits that include Direct Subsidized

Loans and Direct Unsubsidized Loans, as well as any Subsidized Federal Stafford Loans and Unsubsidized Federal Stafford Loans you may have previously received through the FFEL Program.

The annual and aggregate loan limits for independent undergraduates also apply to dependent undergraduates whose parents are unable to obtain a Direct PLUS Loan because of exceptional circumstances.

If you are enrolled in certain health professions programs, you may qualify for higher annual and aggregate limits on Direct Unsubsidized Loans.

The actual loan amount you receive will be determined by your school, based on your academic level, dependency status, and other factors such as:

- The length of the program or the remaining portion of the program in which you are enrolled, if it is less than a full academic year;
- Your cost of attendance;
- Your Expected Family Contribution;  Other financial aid you receive; and
- Your remaining eligibility under the annual or aggregate loan limits.

The actual amount you receive for an academic year may be less than the maximum annual amounts shown in the charts.

If you are an undergraduate student, your school must determine your eligibility for a Federal Pell Grant before you may receive a Direct Subsidized Loan or a Direct Unsubsidized Loan, and must determine your eligibility for a Direct Subsidized Loan before determining your eligibility for a Direct Unsubsidized Loan.

ANNUAL LOAN LIMITS

<b>Dependent Undergraduate Students (except students whose parents cannot obtain Direct PLUS Loans)</b>	
First Year Total (maximum \$3,500 subsidized)	\$5,500
Second Year Total (maximum \$4,500 subsidized)	\$6,500
Third Year & Beyond (Total Each Year) (maximum \$5,500 subsidized)	\$7,500
<b>Independent Undergraduate Students (and dependent students whose parents cannot obtain Direct PLUS Loans)</b>	
First Year Total (maximum \$3,500 subsidized)	\$9,500
Second Year Total (maximum \$4,500 subsidized)	\$10,500
Third Year & Beyond (Total Each Year) (maximum \$5,500 subsidized)	\$12,500
<b>Graduate and Professional Students</b>	
Total Amount (Each Year) (unsubsidized only)	\$20,500

AGGREGATE LOAN LIMITS

<b>Dependent Undergraduate Students (except students whose parents cannot obtain Direct PLUS Loans)</b>	
Total Amount Cumulative (maximum \$23,000 \$31,000 subsidized)	
<b>Independent Undergraduate Students (and dependent students whose parents cannot obtain Direct PLUS Loans)</b>	
Total Amount Cumulative (maximum \$23,000 \$57,500 subsidized)	
<b>Graduate and Professional Students</b>	
Total Amount Cumulative (maximum \$65,500 \$138,500 subsidized; includes loans received for undergraduate study)	



## 9. INTEREST RATE

The interest rate on Direct Subsidized Loans and Direct Unsubsidized Loans is a fixed rate that is calculated in accordance with a formula specified in the Act. The interest rate is calculated each year. When the rate is calculated, it applies to all Direct Subsidized Loans and Direct Unsubsidized Loans for which the first disbursement is made during the period beginning on July 1 of one year and ending on June 30 of the following year. Different fixed interest rates may apply to separate loans made under this MPN depending on when the loan is first disbursed, and whether you are an undergraduate student or a graduate or professional student when the loan is made. The maximum interest rate for Direct Subsidized Loans and Direct Unsubsidized Loans made to undergraduate students is 8.25%. The maximum interest rate for Direct Unsubsidized Loans made to graduate or professional students is 9.5%. We will notify you of the interest rate for each loan you receive in a disclosure statement that we send to you.

### Servicemembers Civil Relief Act

**If you are in military service, you may qualify for a lower interest rate on your loans.**

Under the Servicemembers Civil Relief Act, the interest rate on loans you received before you began your military service may be limited to 6% during your military service. In most cases, your servicer will determine if you are eligible for this benefit based on information from the U.S. Department of Defense, and, if any of your qualifying loans have an interest rate greater than 6%, will automatically reduce that rate to 6% during your military service. If you think you qualify for the 6% interest rate but have not received it, contact your servicer. Your servicer can also provide more information about this benefit.

## 10. PAYMENT OF INTEREST

In general, you are not required to pay the interest that accrues on Direct Subsidized Loans during certain periods, but you must pay the interest that accrues on Direct Unsubsidized Loans during all periods, as explained below.

### Direct Subsidized Loans

Except as explained below, you are not required to pay the interest that accrues on a Direct Subsidized Loan while you are enrolled in school at least half-time, during your grace period, during deferment periods, and during certain periods of repayment under the REPAYE Plan, the PAYE Plan, and the IBR Plan. Except as discussed below for certain borrowers who are active duty service members, you are responsible for paying the interest that accrues on a Direct Subsidized Loan during all other periods (starting on the day after your grace period ends), including forbearance periods.

You are responsible for paying the interest that accrues during the grace period on any Direct Subsidized Loan for which the first disbursement was made on or after July 1, 2012 and before July 1, 2014. In addition, if you are a first-time borrower on or after July 1, 2013, under certain conditions you may become responsible for paying the interest that accrues on your Direct Subsidized Loans during all periods, as explained in Item 4 of this Borrower's Rights and Responsibilities Statement ("Time limitation on Direct Subsidized Loan eligibility for first-time borrowers on or after July 1, 2013").

### Direct Unsubsidized Loans

Except as explained below for certain borrowers who are active duty service members, and during certain periods of repayment under the REPAYE Plan, you are responsible for paying the interest that accrues on a Direct Unsubsidized Loan during all periods (starting on the date of the first disbursement). This includes periods while you are enrolled in school at least half-time, during your grace period, and during deferment and forbearance periods. Therefore, you will pay more interest on a Direct Unsubsidized Loan than on a Direct Subsidized Loan.

### No accrual of interest benefit for active duty service members

Under the no accrual of interest benefit for active duty service members, you are not required to pay the interest that accrues on any type of Direct Loan Program loan first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

### Interest capitalization

If you do not pay the interest as it accrues on either a Direct Subsidized Loan or a Direct Unsubsidized Loan (during periods when you are responsible for payment of interest), we will add the accrued interest to the unpaid principal balance of your loan. This is called “capitalization.” Capitalization increases the unpaid principal balance of your loan, and interest then accrues on the increased principal balance. We capitalize unpaid interest when you resume payment after periods of deferment or forbearance. We may also capitalize unpaid interest that has accrued since the first disbursement of a Direct Unsubsidized Loan when you enter repayment for the first time.

The chart below shows the difference in the total amount you would repay on a \$15,000 Direct Unsubsidized Loan if you pay the interest as it accrues during a 12-month deferment or forbearance period, compared to the amount you would repay if you do not pay the interest and it is capitalized.

	<b>If you pay the interest as it accrues...</b>	<b>If you do not pay the interest and it is capitalized...</b>
Loan Amount	<b>\$15,000</b>	<b>\$15,000</b>
Interest for 12 Months	<b>\$1,238 (paid as accrued)</b>	<b>\$1,238 (unpaid and capitalized)</b>
Principal to be Repaid	<b>\$15,000</b>	<b>\$16,238</b>
Monthly Payment	<b>\$184</b>	<b>\$199</b>
Number of Payments	<b>120</b>	<b>120</b>
Total Repaid	<b>\$23,315</b>	<b>\$23,899</b>

The example in the chart above shows payments made under the Standard Repayment Plan at an interest rate of 8.25%, the maximum interest rate for Direct Unsubsidized Loans made to undergraduate students. In this example, you would pay \$15 less per month and \$584 less altogether if you pay the interest as it accrues during a 12-month deferment or forbearance period.

### Federal income tax deduction

You may be able to claim a federal income tax deduction for interest payments you make on Direct Loans. For further information, refer to IRS Publication 970, which is available at <http://www.irs.ustreas.gov>.

### 11. LOAN FEE

For each Direct Subsidized Loan or Direct Unsubsidized Loan that you receive under this MPN, we charge a loan fee that is a percentage of the principal amount of each loan. This fee will be subtracted proportionally from each disbursement of your loan and will be shown on a disclosure statement that we send to you.

### 12. INTEREST RATE REDUCTION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS

Under the automatic withdrawal option, your bank automatically deducts your monthly loan payment from your checking or savings account and sends it to us. Automatic withdrawal helps to ensure that your payments are made on time. In addition, you receive a 0.25% interest rate reduction while you repay under the automatic withdrawal option. Your servicer will provide you with information about the automatic withdrawal option. You can also get the information on your servicer's web site, or by calling your servicer. Your servicer's web site address and toll-free telephone number are provided on correspondence that your servicer sends you.

### 13. DISBURSEMENT (HOW YOUR LOAN MONEY WILL BE PAID OUT)

Generally, your school will disburse (pay out) your loan money in more than one installment, usually at the beginning of each academic term (for example, at the beginning of each semester or quarter). If your school does not use academic terms or does not have academic terms that meet certain requirements, it will generally disburse your loan in at least two installments, one at the beginning of the period of study for which you are receiving the loan, and one at the midpoint of that period of study. Your school determines the schedule for disbursing your loan money in accordance with the Act.

In most cases, if the Direct Subsidized Loan or Direct Unsubsidized Loan that you are receiving is your first student loan under either the Direct Loan Program or the FFEL Program, you must complete entrance counseling before your school can make the first disbursement of your loan. Your school will tell you if entrance counseling is required, and will provide instructions for completing entrance counseling.

Your school may disburse your loan money by crediting it to your account at the school, or may give some or all of it to you directly by check or other means.

If your school credits your loan money to your account and the amount credited is more than the amount of your tuition and fees, room and board, and other authorized charges, the excess amount is called a credit balance. Unless you authorize your school to hold the credit balance for you, your school must pay you the credit balance within the following timeframes:

- If the credit balance occurs after the first day of class of a payment period (your school can tell you this date), your school must pay you the credit balance no later than 14 days after the date the balance occurs.
- If the credit balance occurs on or before the first day of class of a payment period, your school must pay you the credit balance no later than 14 days after the first day of class of the payment period.

#### 14. CANCELING YOUR LOAN

Before your loan money is disbursed, you may cancel all or part of your loan at any time by notifying your school. After your loan money is disbursed, there are two ways to cancel all or part of your loan:

- **You may notify your school (within certain timeframes).** If your school obtains your written confirmation of the types and amounts of Title IV loans that you want to receive for an award year before crediting loan money to your account at the school, you may tell the school that you want to cancel all or part of that loan within 14 days after the date the school notifies you of your right to cancel all or part of the loan, or by the first day of your school's payment period, whichever is later (your school can tell you the first day of the payment period).

If your school does not obtain your written confirmation of the types and amounts of loans you want to receive before crediting the loan money to your account, you may cancel all or part of that loan by informing the school within 30 days of the date the school notifies you of your right to cancel all or part of the loan.

If you ask your school to cancel all or part of your loan within the timeframes described above, the school will return the cancelled loan amount to us. If you ask your school to cancel all or part of your loan outside the timeframes described above, your school may process your cancellation request, but it is not required to do so.

- **You may return all or part of your loan to us.** Within 120 days of the date your school disbursed your loan money (by crediting the loan money to your account at the school, by paying it directly to you, or both), you may cancel all or part of your loan by returning all or part of the loan money to us. Contact your servicer for guidance on how and where to return your loan money.

You do not have to pay interest or the loan fee on the part of your loan that is cancelled or returned within the timeframes described above. We will adjust your loan amount to eliminate any interest and loan fee that applies to the amount of the loan that is cancelled or returned.

#### 15. GRACE PERIOD

You will receive a 6-month grace period on repayment of each Direct Subsidized Loan and Direct Unsubsidized Loan that you receive. Your 6-month grace period begins the day after you stop attending school or drop below half-time enrollment. You do not have to begin making payments on your loan until after your grace period ends.

If you are called or ordered to active duty for more than 30 days from a reserve component of the U.S. Armed Forces, the period of your active duty service and the time necessary for you to re-enroll in school after your active duty ends are not counted as part of your grace period. However, the total period that is excluded from your grace period may not exceed three years. If the call or order to active duty occurs while you are in school and requires you to drop below half-time enrollment, the start of your grace period will be delayed until after the end of the excluded period. If the call or order to active duty occurs during your grace period, you will receive a full 6-month grace period at the end of the excluded period.

## 16. REPAYING YOUR LOAN

The repayment period for each Direct Subsidized Loan and Direct Unsubsidized Loan that you receive begins on the day after your grace period ends. Your servicer will notify you of the date your first payment is due.

You must make payments on your loan even if you do not receive a bill or repayment notice.

You must repay all of your Direct Loans under the same repayment plan, unless you want to repay your loans under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan (see below) and you have other Direct Loans that do not qualify for repayment under those plans. In that case, you may select the REPAYE, PAYE, IBR, or ICR plan for the loans that are eligible for repayment under those plans, and may select a different repayment plan for the loans that may not be repaid under the REPAYE, PAYE, IBR, or ICR plan.

Your Direct Subsidized Loans and Direct Unsubsidized Loans can be repaid under one of the repayment plans listed below. We will ask you to choose a repayment plan before your loans enter repayment. If you do not choose a repayment plan, we will place you on the Standard Repayment Plan.

### Standard Repayment Plan

Under the Standard Repayment Plan, you will make fixed monthly payments and repay your loan in full within 10 years (not including periods of deferment or forbearance) from the date the loan entered repayment. Your payments must be at least \$50 a month (\$600 a year) and will be more, if necessary, to repay the loan within the required time period.

### Graduated Repayment Plan

Under the Graduated Repayment Plan, you will usually make lower payments at first, and your payments will gradually increase over time. You will repay your loan in full within 10 years (not including periods of deferment or forbearance) from the date the loan entered repayment. Your scheduled monthly payment must at least be equal to the amount of interest that accrues each month. No single scheduled payment will be more than three times greater than any other payment.

### Extended Repayment Plan

You are eligible for the Extended Repayment Plan only if **(1)** you have an outstanding balance on Direct Loans that exceeds \$30,000, and **(2)** you had no outstanding balance on a Direct Loan as of October 7, 1998 or on the date you obtained a Direct Loan on or after October 7, 1998.

Under this plan, you will repay your loan in full over a period not to exceed 25 years (not including periods of deferment or forbearance) from the date the loan entered repayment. You may choose to make fixed monthly payments or graduated monthly payments that start out lower and gradually increase over time. If you make fixed monthly payments, your payments must be at least \$50 a month (\$600 a year) and will be more, if necessary, to repay the loan within the required time period. If you make graduated payments, your scheduled monthly payment must at least be equal to the amount of interest that accrues each month. No single scheduled payment under the graduated option will be more than three times greater than any other payment.

### Revised Pay As You Earn Repayment Plan (REPAYE Plan)

Under the REPAYE Plan, your monthly payment amount is generally 10% of your discretionary income. Discretionary income for this plan is the difference between your adjusted gross income and 150% of the poverty guideline amount for your state of residence and family size, divided by 12.

If you are married, the income used to determine your REPAYE Plan payment amount will generally be the combined income of you and your spouse, regardless of whether you file a joint or separate federal income tax return.

While you are repaying under the REPAYE Plan, you must provide documentation of your income (and, if you are married, your spouse's income) and certify your family size each year so that we may recalculate your payment amount.

Under the REPAYE Plan, if all of the loans you are repaying under the plan were obtained for undergraduate study, any remaining loan amount will be forgiven after you have made the equivalent of 20 years of qualifying monthly payments over a period of at least 20 years. If any of the loans you are repaying under the REPAYE Plan were obtained for graduate or professional study, any remaining loan amount will be forgiven after you have made the equivalent of 25 years of qualifying monthly payments over a period of at least 25 years. You may have to pay federal income tax on the loan amount that is forgiven.

### Pay As You Earn Repayment Plan (PAYE Plan)

Under the PAYE Plan, your monthly payment amount is generally 10% of your discretionary income. Discretionary income for this plan is the difference between your adjusted gross income and 150% of the poverty guideline amount for your state of residence and family size, divided by 12.

If you are married and file a joint federal income tax return, the income used to determine your PAYE Plan payment amount will be the combined adjusted gross income of you and your spouse.

If you are married and file a separate federal income tax return from your spouse, only your individual adjusted gross income will be used to determine your PAYE Plan payment amount.

The PAYE Plan is available only to new borrowers. You are a new borrower for the PAYE Plan if:

- (1) You had no outstanding balance on a Direct Loan or a FFEL Program loan as of October 1, 2007, or you have no outstanding balance on a Direct Loan or a FFEL Program loan when you obtain a new loan on or after October 1, 2007, and
- (2) You receive a disbursement of a Direct Subsidized Loan, Direct Unsubsidized Loan, or student Direct PLUS Loan (a Direct PLUS Loan made to a graduate or professional student) on or after October 1, 2011, or you receive a Direct Consolidation Loan based on an application received on or after October 1, 2011. However, you are not considered to be a new borrower for the PAYE Plan if the Direct Consolidation Loan you receive repays loans that would make you ineligible under part (1) of this definition.

In addition to being a new borrower, to initially qualify for the PAYE Plan, the monthly amount you would be required to pay under this plan, based on your income and family size, must be less than the amount you would have to pay under the Standard Repayment Plan.

If you are married and file a joint federal income tax return, the loan amount we use to determine whether you qualify for the PAYE Plan will include your eligible loans and your spouse's eligible loans. If you are married and file a separate federal income tax return from your spouse, the loan amount we use to determine whether you qualify for the PAYE Plan will include only your eligible loans.

While you are repaying under the PAYE Plan, you must provide documentation of your income and certify your family size each year so that we may recalculate your payment amount. If your income increases to the point that the amount you would have to pay under the PAYE Plan based on your income is more than what you would have to pay under the Standard Repayment Plan, you will remain on the PAYE Plan, but your monthly payment will no longer be based on your income. Instead, your monthly payment will be what you would be required to pay under the Standard Repayment Plan.

Under the PAYE Plan, if your loan is not repaid in full after you have made the equivalent of 20 years of qualifying monthly payments over a period of at least 20 years, any remaining loan amount will be forgiven. You may have to pay federal income tax on the loan amount that is forgiven.

#### Income-Based Repayment Plan (IBR Plan)

Under the IBR Plan, your monthly payment amount is generally 15% (10% if you are a new borrower; see Note below) of your discretionary income. Discretionary income for this plan is the difference between your adjusted gross income and 150% of the poverty guideline amount for your state of residence and family size, divided by 12.

If you are married and file a joint federal income tax return, the income used to determine your IBR Plan payment amount will be the combined adjusted gross income of you and your spouse.

If you are married and file a separate federal income tax return from your spouse, only your individual adjusted gross income will be used to determine your IBR Plan payment amount.

To initially qualify for the IBR Plan, the monthly amount you would be required to pay under this plan, based on your income and family size, must be less than the amount you would have to pay under the Standard Repayment Plan.

If you are married and file a joint federal income tax return, the loan amount we use to determine whether you qualify for the IBR Plan will include your eligible loans and your spouse's eligible loans. If you are married and file a separate federal income tax return from your spouse, the loan amount we use to determine whether you qualify for the IBR Plan will include only your eligible loans.

While you are repaying under the IBR Plan, you must provide documentation of your income and certify your family size each year so that we may recalculate your payment amount. If your income increases to the point that the amount you would have to pay under the IBR Plan based on your income is more than what you would have to pay under the Standard Repayment Plan, you will remain on the IBR Plan, but your monthly payment will no longer be based on your income. Instead, your monthly payment will be what you would be required to pay under the Standard Repayment Plan.

Under the IBR Plan, if your loan is not repaid in full after you have made the equivalent of 25 years (20 years if you are a new borrower) of qualifying monthly payments over a period of at least 25 years (20 years if you are a new borrower), any remaining loan amount will be forgiven. You may have to pay federal income tax on the loan amount that is forgiven.



**Note:** You are a new borrower for the IBR Plan if you have no outstanding balance on a Direct Loan or a FFEL Program loan on July 1, 2014, or if you have no outstanding balance on a Direct Loan or a FFEL Program loan on the date you obtain a Direct Loan after July 1, 2014. Your servicer will determine whether you are a new borrower based on the information about your loans in the U.S. Department of Education's National Student Loan Data System.

#### Income Contingent Repayment Plan (ICR Plan)

Under the ICR Plan, your monthly payment amount will be either 20% of your discretionary income or a percentage of what you would repay under a Standard Repayment Plan with a 12-year repayment period, whichever is less. Discretionary income for this plan is the difference between your adjusted gross income and the poverty guideline amount for your state of residence and family size, divided by 12.

If you are married and file a joint federal income tax return, the income used to determine your ICR Plan payment amount will be the combined adjusted gross income of you and your spouse. If you are married and file a separate federal income tax return from your spouse, only your individual adjusted gross income will be used to determine your ICR Plan payment amount. Until we obtain the information needed to calculate your monthly payment amount, your payment will equal the amount of interest that accrues monthly on your loan unless you request a forbearance.

While you are repaying under the ICR Plan, you must provide documentation of your income and certify your family size each year so that we may recalculate your payment amount.

Under the ICR Plan, if your loan is not repaid in full after you have made the equivalent of 25 years of qualifying monthly payments over a period of at least 25 years, any remaining loan amount will be forgiven. You may have to pay federal income tax on the loan amount that is forgiven.

#### Additional repayment plan information

Under each plan, the number or amount of payments may need to be adjusted to reflect capitalized interest and/or new loans made to you.

If you can show to our satisfaction that the terms and conditions of the repayment plans described above are not adequate to meet your exceptional circumstances, we may provide you with an alternative repayment plan.

You can use the Repayment Estimator at [StudentAid.gov/RepaymentEstimator](https://studentaid.gov/RepaymentEstimator) to estimate your monthly and total payment amounts under the different repayment plans and to evaluate your eligibility for the PAYE and IBR plans. The calculators are for informational purposes only. Your servicer will make the official determination of your payment amount and, for the PAYE and IBR plans, your eligibility for the plan.

You may change repayment plans at any time after you have begun repaying your loan. However, you may not change to a different repayment plan that has a maximum repayment period of less than the number of years your loan has already been in repayment, except that you may change to the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan at any time.

If you are making payments under any repayment plan other than the REPAYE Plan, the PAYE Plan, and the IBR Plan, we apply your payments in the following order:



1. Late charges and collection costs, 2. Outstanding interest, and 3. Outstanding principal.

If you are making payments under the REPAYE Plan, the PAYE Plan, or the IBR Plan, we apply your payments in the following order:

1. Outstanding interest,
2. Late charges and collection costs, and
3. Outstanding principal.

There is no penalty if you make loan payments before they are due, or pay more than the amount due each month (prepayments). We apply any prepayments in accordance with the Act. Your servicer can provide more information about how prepayments are applied.

When you have repaid a loan in full, your servicer will send you a notice telling you that you have paid off your loan. You should keep this notice in a safe place.

#### 17. TRANSFER OF LOAN

We may transfer the servicing of one or all of your loans to another servicer. If there is a change in the address to which you must send payments or direct communications, we will notify you of the new servicer's name, address and telephone number, the effective date of the transfer, and the date when you must begin sending payments or directing communications to that servicer. Transfer of a loan to a different servicer does not affect your rights and responsibilities under that loan.

#### 18. LATE CHARGES AND COLLECTION COSTS

If you do not make any part of a payment within 30 days after it is due, we may require you to pay a late charge. This charge will not be more than six cents for each dollar of each late payment. If you do not make payments as scheduled, we may also require you to pay other charges and fees involved in collecting your loan.

#### 19. DEMAND FOR IMMEDIATE REPAYMENT

The entire unpaid amount of your loan becomes due and payable (this is called "acceleration") if you:

- Receive loan money, but do not begin attendance in any classes at the school that determined you were eligible to receive the loan;
- Use your loan money to pay for anything other than expenses related to your education at the school that determined you were eligible to receive the loan;
- Make a false statement that causes you to receive a loan that you are not eligible to receive; or  Default on your loan.

#### 20. DEFAULTING ON YOUR LOAN

Default (failing to repay your loan) is defined in detail in the Terms and Conditions section of your MPN. If you default:

- We will require you to immediately repay the entire unpaid amount of your loan.
- We may sue you, take all or part of your federal and state tax refunds and other federal or state payments, and/or garnish your wages so that your employer is required to send us part of your salary to pay off your loan.

- We will require you to pay reasonable collection fees and costs, plus court costs and attorney fees.
- You will lose eligibility for other federal student aid and assistance under most federal benefit programs.
- You will lose eligibility for loan deferments.
- We will report your default to nationwide consumer reporting agencies (see Item 21). This will harm your credit history and may make it difficult for you to obtain credit cards, home or car loans, or other forms of consumer credit.

If you default on your loan, you will not be charged collection costs if you respond within 60 days to the initial notice of default that we send to you, and you enter into a repayment agreement with us, including a loan rehabilitation agreement, and fulfill that agreement.

## 21. CONSUMER REPORTING AGENCY NOTIFICATION

We will report information about your loan to nationwide consumer reporting agencies (commonly known as “credit bureaus”) on a regular basis. This information will include the disbursement dates, amount, and repayment status of your loan (for example, whether you are current or delinquent in making payments). Your loan will be identified as an education loan.

If you default on a loan, we will report this to nationwide consumer reporting agencies. We will notify you at least 30 days in advance that we plan to report default information to a consumer reporting agency unless you resume making payments on the loan within 30 days of the date of the notice. You will be given a chance to ask for a review of the debt before we report it.

If a consumer reporting agency contacts us regarding objections you have raised about the accuracy or completeness of any information we have reported, we are required to provide the agency with a prompt response.

## 22. DEFERMENT AND FORBEARANCE (POSTPONING PAYMENTS)

### General

If you meet certain requirements, you may receive a **deferment** that allows you to temporarily stop making payments on your loan. If you cannot make your scheduled loan payments, but do not qualify for a deferment, we may give you a **forbearance**. A forbearance allows you to temporarily stop making payments on your loan, temporarily make smaller payments, or extend the time for making payments.

### Deferment

You may receive a deferment:

- While you are enrolled at least half-time at an eligible school;
- While you are in a full-time course of study in a graduate fellowship program;
- While you are in an approved full-time rehabilitation program for individuals with disabilities;
- While you are unemployed (for a maximum of three years; you must be diligently seeking, but unable to find, full-time employment);
- While you are experiencing an economic hardship (including Peace Corps service), as defined in the Act (for a maximum of three years);

- While you are serving on active duty during a war or other military operation or national emergency or performing qualifying National Guard duty during a war or other military operation or national emergency and, if you were serving on or after October 1, 2007, for an additional 180-day period following the demobilization date for your qualifying service; or
- If you are a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and you are called or ordered to active duty while you are enrolled at least halftime at an eligible school or within 6 months of having been enrolled at least half-time, during the 13 months following the conclusion of your active duty service, or until you return to enrolled student status on at least a half-time basis, whichever is earlier.

You may be eligible to receive additional deferments if, at the time you received your first Direct Loan, you had an outstanding balance on a loan made under the FFEL Program before July 1, 1993. If you meet this requirement, contact your servicer for information about additional deferments that may be available.

You may receive a deferment based on your enrollment in school on at least a half-time basis if:

- You submit a deferment request to your servicer along with documentation of your eligibility for the deferment, or
- Your servicer receives information from the school you are attending that indicates you are enrolled at least half-time.

If your servicer processes a deferment based on information received from your school, you will be notified of the deferment and will have the option of canceling the deferment and continuing to make payments on your loan.

For all other deferments, you (or, for a deferment based on active duty military service or qualifying National Guard duty during a war or other military operation or national emergency, a representative acting on your behalf) must submit a deferment request to your servicer, along with documentation of your eligibility for the deferment. In certain circumstances, you may not be required to provide documentation of your eligibility if your servicer confirms that you have been granted the same deferment for the same period of time on a FFEL Program loan. Your servicer can provide you with a deferment request form that explains the eligibility and documentation requirements for the type of deferment you are requesting. You may also obtain deferment request forms and information on deferment eligibility requirements from your servicer's web site.

If you are in default on your loan, you are not eligible for a deferment.

You are not responsible for paying the interest on a Direct Subsidized Loan during a period of deferment, except as explained in Item 10 of this Borrower's Rights and Responsibilities Statement. However, you are responsible for paying the interest on a Direct Unsubsidized Loan during a period of deferment.

#### Forbearance

We may give you a forbearance if you are temporarily unable to make your scheduled loan payments for reasons including, but not limited to, financial hardship and illness.

We will give you a forbearance if:

- You are serving in a medical or dental internship or residency program, and you meet specific requirements;
- The total amount you owe each month for all of the student loans you received under Title IV of the Act (Direct Loan Program loans, FFEL Program loans, and Federal Perkins Loans) is 20% or more of your total monthly gross income (for a maximum of three years);
- You are serving in a national service position for which you receive a national service education award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service;
- You are performing service that would qualify you for loan forgiveness under the Teacher Loan Forgiveness program that is available to certain Direct Loan and FFEL program borrowers;
- You qualify for partial repayment of your loans under a student loan repayment program administered by the Department of Defense; or You are called to active duty in the U.S. Armed Forces.

To request a forbearance, contact your servicer. Your servicer can explain the eligibility and documentation requirements for the type of forbearance you are requesting. You may also obtain information on forbearance eligibility requirements from your servicer's web site.

Under certain circumstances, we may also give you a forbearance without requiring you to submit a request or documentation. These circumstances include, but are not limited to, the following:

- Periods necessary for us to determine your eligibility for a loan discharge;
- A period of up to 60 days in order for us to collect and process documentation related to your request for a deferment, forbearance, change in repayment plan, or consolidation loan (we do not capitalize the interest that is charged during this period); or
- Periods when you are involved in a military mobilization, or a local or national emergency.

You are responsible for paying the interest on both Direct Subsidized Loans and Direct Unsubsidized Loans during a period of forbearance.

### 23. DISCHARGE (HAVING YOUR LOAN FORGIVEN) Death, bankruptcy, and total and permanent disability

We will discharge (forgive) your loan if:

- You die. Your servicer must receive acceptable documentation (as defined in the Act) of your death.
- Your loan is discharged in bankruptcy after you have proven to the bankruptcy court that repaying the loan would cause undue hardship. Direct Loans are not automatically discharged if you file for bankruptcy.
- You become totally and permanently disabled (as defined in the Act) and meet certain other requirements.

**School closure, false certification, identity theft, and unpaid refund** In certain cases, we may also

discharge all or a portion of your loan if:  You could not complete a program of study

because the school closed;

- Your loan eligibility was falsely certified by the school;
- A loan in your name was falsely certified as a result of a crime of identity theft; or
- The school did not pay a refund of your loan money that it was required to pay under federal regulations.

#### Teacher Loan Forgiveness

We may forgive a portion of eligible student loans you received under the Direct Loan or FFEL program after October 1, 1998 if you:

- Teach full time for five consecutive years in certain low-income elementary or secondary schools, or for certain low-income educational service agencies;
- Meet certain other qualifications; and
- Did not owe a Direct Loan or FFEL program loan as of October 1, 1998, or as of the date you obtain a loan after October 1, 1998.

#### Public Service Loan Forgiveness

A Public Service Loan Forgiveness (PSLF) program is also available. Under this program, we will forgive the remaining balance due on your eligible Direct Loan Program loans after you have made 120 payments on those loans (after October 1, 2007) under certain repayment plans while you are employed full-time in certain public service jobs. The required 120 payments do not have to be consecutive. Qualifying repayment plans include the REPAYE Plan, the PAYE Plan, the IBR Plan, the ICR Plan, and the Standard Repayment Plan with a 10-year repayment period.

**Note:** Although the Standard Repayment Plan with a 10-year repayment period is a qualifying repayment plan for PSLF, to receive any loan forgiveness under this program you must make the majority of the required 120 payments under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan.

#### Additional loan discharge information

The Act may provide for certain loan forgiveness or repayment benefits on your loans in addition to the benefits described above.

For a discharge based on your death, a family member must contact your loan servicer. To request a loan discharge based on one of the other conditions described above (except for a discharge due to bankruptcy), you must complete an application. Your servicer can tell you how to apply.

In some cases, you may assert, under applicable law and regulations, a defense against repayment of your loan on the basis that the school did something wrong or failed to do something that it should have done. You can make such a defense against repayment only if the school's act or omission directly relates to your loan or to the educational services that the loan was intended to pay for. If you believe that you have a defense against repayment of your loan, contact your servicer.

We do not guarantee the quality of the academic programs provided by schools that participate in federal student financial aid programs. You must repay your loan even if you do not complete the education paid for with the loan, are unable to obtain employment in the field of study for which the school provided training, or are dissatisfied with, or do not receive, the education you paid for with the loan.

#### 24. LOAN CONSOLIDATION

A Direct Consolidation Loan Program is available that allows you to consolidate one or more of your eligible federal education loans into a new loan with a single monthly payment, and may allow you to extend the period of time that you have to repay your loans. This may make it easier for you to repay your loans. However, you will pay more interest if you extend your repayment period through consolidation, since you will be making payments for a longer period of time. Contact your servicer for more information about loan consolidation.

#### 25. DEPARTMENT OF DEFENSE AND OTHER FEDERAL AGENCY LOAN REPAYMENT

Under certain circumstances, military personnel may have their federal education loans repaid by the Secretary of Defense. This benefit is offered as part of a recruitment program that does not apply to individuals based on their previous military service or to those who are not eligible for enlistment in the U.S. Armed Forces. For more information, contact your local military service recruitment office.

Other agencies of the federal government may also offer student loan repayment programs as an incentive to recruit and retain employees.

Contact the agency's human resources department for more information.

#### 26. AMERICORPS PROGRAM EDUCATION AWARDS

Under the National and Community Service Act of 1990, you may receive an education award that can be used to repay a Direct Subsidized Loan or Direct Unsubsidized Loan if you successfully complete a term of service in an AmeriCorps program. For more information, contact an official of your program.

#### END OF BORROWER'S RIGHTS AND RESPONSIBILITIES STATEMENT

### INSTRUCTIONS

#### MASTER PROMISSORY NOTE FOR DIRECT SUBSIDIZED LOANS AND DIRECT UNSUBSIDIZED LOANS

##### GENERAL INSTRUCTIONS AND INFORMATION

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Type or print using blue or black ink. Do not use pencil. Enter all dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 31, 2017 = 01-31-2017.

Throughout the Master Promissory Note (MPN) and the accompanying Borrower's Rights and Responsibilities Statement, the words "we," "us," "our," and "ED" refer to the U.S. Department of Education.

BORROWER INFORMATION

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**Note:** Some of the items in this section may have been completed for you. If so, review these items carefully to make sure that the information is correct.

Cross out any information that is incorrect and enter the correct information. Put your initials next to any information that you change.

**Item 1.** Enter your first name, then your middle initial and last name. Enter your **permanent address** (number, street, apartment number, or rural route number and box number, then city, state, zip code). If your mailing address is different from your permanent address, you must list **both** addresses. A temporary school address is not acceptable.

**Item 2.** Enter your nine-digit Social Security Number.

**Item 3.** Enter your date of birth.

**Item 4.** Enter the two-letter abbreviation for the state that issued your current driver's license, followed by your driver's license number. If you do not have a driver's license, enter N/A.

**Item 5.** Enter your preferred email address for receiving communications. You are not required to provide this information. If you do, we may use your email address to communicate with you. If you do not have an email address or do not wish to provide one, enter N/A.

**Item 6.** Enter the area code and telephone number at which you can most easily be reached. If you do not have a telephone, enter N/A.

REFERENCE INFORMATION

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**Items 7 and 8.** Enter the requested information for two adults with different U.S. addresses who have known you for at least three years and who will know how to contact you in the future. The first reference should be a parent or legal guardian. References who live outside the United States are not acceptable. Providing an email address for a reference is optional. If you provide an email address for a reference, we may use it to communicate with the reference. If a reference does not have a telephone number or email address, or does not wish to provide an email address, enter N/A.

SCHOOL INFORMATION

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This section will be completed by the school that determines your eligibility to receive the loan.

BORROWER REQUEST, CERTIFICATIONS, AUTHORIZATIONS, AND UNDERSTANDINGS

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**Top of Page 2.** Enter your name and Social Security Number.

**Items 12, 13, 14, and 15.** Read these items carefully.

PROMISE TO PAY

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**Items 16, 17, 18, and 19.** Read these items carefully.

**Items 20 and 21.** Sign your full legal name, in blue or black ink, and enter the date you signed this MPN.

By signing this MPN, you **(1)** acknowledge that you have read, understand, and agree to the terms and conditions of the MPN, including the Borrower Request, Certifications, Authorizations, and Understandings and the accompanying Borrower's Rights and Responsibilities Statement; and **(2)** agree to repay in full all loans made under this MPN according to the terms and conditions of the MPN.

### Sample Repayment Plan for Federal Loans

Below is a sample repayment plan calculated on

<https://studentloans.gov/myDirectLoan/repaymentEstimator.action>. Data used:

Average Loan Balance for a 2- year private, for profit institution: \$14,149

Interest Rate: 3.9%









Tax Filing Status: Single

Number of Children: 0

Number of people living with the student excluding spouse and children: 0

Marital Status: 0



<b>Standard</b> <span style="float: right;"><b>\$143 - \$143/month</b> </span> You will pay a total of <b>\$17,110</b> over <b>120 months</b>				
First Monthly Payment	Last Monthly Payment	Total Amount Paid	Projected Loan Forgiveness	Repayment Period
<b>\$143</b>	<b>\$143</b>	<b>\$17,110</b>	-	<b>120 months</b>
<a href="#">More Information</a> 				
<b>Graduated</b> <span style="float: right;"><b>\$80 - \$239/month</b> </span> You will pay a total of <b>\$17,842</b> over <b>120 months</b>				
First Monthly Payment	Last Monthly Payment	Total Amount Paid	Projected Loan Forgiveness	Repayment Period
<b>\$80</b>	<b>\$239</b>	<b>\$17,842</b>	-	<b>120 months</b>
<a href="#">More Information</a> 				
<b>Revised Pay As You Earn (REPAYE)</b> <span style="float: right;"><b>\$198 - \$276/month</b> </span> You will pay a total of <b>\$15,905</b> over <b>69 months</b>				
First Monthly Payment	Last Monthly Payment	Total Amount Paid	Projected Loan Forgiveness	Repayment Period
<b>\$198</b>	<b>\$276</b>	<b>\$15,905</b>	<b>\$0</b>	<b>69 months</b>
<a href="#">More Information</a> 				
<b>Income-Contingent Repayment (ICR)</b> <span style="float: right;"><b>\$108 - \$123/month</b> </span> You will pay a total of <b>\$18,204</b> over <b>157 months</b>				
First Monthly Payment	Last Monthly Payment	Total Amount Paid	Projected Loan Forgiveness	Repayment Period
<b>\$108</b>	<b>\$123</b>	<b>\$18,204</b>	<b>\$0</b>	<b>157 months</b>
<a href="#">More Information</a> 				

There are other repayment options that you as the borrower should be aware of. Refer to <https://studentloans.gov/myDirectLoan/index.action> for more information. Before making a decision be sure to contact your loan servicer to fully understand the implications of different payment plans.

If you are having any issues with your student loans contact:

***Department of Education:***

Phone: 1-800-433-3243 or for the hard of hearing 1-800-730-8913 or for locations without access to 800 numbers 319-337-5665

Email: [studentaid@ed.gov](mailto:studentaid@ed.gov)

***Arkansas Welding Academy:***

Phone: 501-982-9353

Email: [info@arkansasweldingacademy.edu](mailto:info@arkansasweldingacademy.edu) or [ajobenshain@arkansasweldingacademy.edu](mailto:ajobenshain@arkansasweldingacademy.edu)

Annual Student Loan Acknowledgment

**All borrowers** (both students and parents) will complete the Annual Student Loan Acknowledgement on StudentAid.gov. For a Direct PLUS Loan made to a parent borrower, **only the parent** completes the Annual Student Loan Acknowledgement. A copy of the completion certificate for the annual student loan acknowledgment must be turned into the administration office as proof of meeting this requirement.

The Annual Student Loan Acknowledgement should take less than 10 minutes to complete. The experience will be personalized based on the borrower's attributes, but generally—

- First-time borrowers (those who have no current loan balance) will
  - Answer a few questions about their state, school, expected degree, and field of study.
  - View summary information from the College Scorecard about total estimated school costs, graduation rate, total estimated student loan debt, and estimated monthly payments.
  - View general financial literacy information about borrowing student loans.

- Check a box acknowledging they read and understood the information.
- Returning aid recipients (borrowers with current outstanding loan balances) will
  - View summary information about their loans and grants from the National Student Loan Data System (NSLDS<sup>®</sup>) as of the day they complete the acknowledgement. Information includes outstanding balance, estimated 10-year standard monthly payment based on the borrower's current balance, servicer information, loan limit information, grant summary, and grant limit information.
  - Check a box acknowledging they read and understood the information.

#### Entrance & Exit Counseling

##### ***Entrance Counseling:***

If the student is eligible to receive Title IV funding, they must complete Entrance and Exit counseling prior to the release of any funds and prior to receiving any graduation documents to include certifications. Counseling may be completed online via Studentaid.gov website. A copy of the completion certificate for the entrance and exit counseling must be turned into the administration office as proof of meeting this requirement. ***Note that a financial counselor is available during AWA business hours to answer any questions.***

***Exit Counseling:***

All students who are graduating or withdrawing from school must receive exit counseling.

The school will ensure that students receive exit counseling before they leave school. Counseling may be provided in person, or using audiovisual materials. As with entrance counseling, exit counseling is offered on the Web at [studentaid.gov](http://studentaid.gov). Student borrowers should be advised to complete online exit counseling or come to the counseling session at the school shortly before graduating, or ceasing at least half-time enrollment. Financial Aid Staff at Arkansas Welding Academy are reasonably available to answer questions from student borrowers. One of the borrowers' obligations is to participate in an exit counseling session.

Some of the same material presented at the entrance counseling session will again be presented during exit counseling. The emphasis shifts to more specific information about loan repayment and debt-management strategies. The following information will be provided as part of exit counseling:

4. Exit counseling emphasizes the seriousness and importance of the repayment obligation.
5. The lender sends payment coupons or billing statements as a convenience for the borrowers. Not receiving them does not relieve the borrower of his or her obligation to make payments.
6. Many lenders encourage borrowers to set up electronic debiting of bank accounts to repay their loans.

The regulations require that exit counseling describes the likely consequences of default, including adverse credit reports, and litigation. Students will be informed of the charges that might be imposed for delinquency or default, such as lenders or guarantor's collection expenses (including attorney's fees). Defaulters often find that repayment schedules for loans that have been accelerated are more stringent than the original repayment schedule. A defaulter is no longer eligible for any deferment provisions, even if he or she would otherwise qualify. The defaulter's federal and state tax refunds may be seized and wages garnished, and the borrower loses eligibility or any further funding from the FSA programs.

The student will receive an explanation of the use of the Master Promissory Note. The student will be advised to read carefully the MPN and the Borrowers Rights and responsibilities statement again.

Emphasis will be given that repayment is required, regardless of educational outcome or subsequent employability. The student borrower will be informed that they are obligated to repay the full loan even if they did not finish the program, cannot obtain a job after graduation, or is dissatisfied with the school's educational program or other services.

Sample monthly repayment accounts will be provided. The borrower will be given an estimate of the average anticipated monthly payments based on their indebtedness (or the average indebtedness of Stafford borrowers at our school or in the same program). The borrower will receive a sample loan repayment schedule based on their total indebtedness. A loan repayment schedule will usually provide more information than just the expected monthly payment. For instance, it would show the varying monthly amounts expected in a graduated repayment plan. The lending organization is not required to send the repayment schedule to the student until the grace period.

Repayment options will be reviewed with the student. The counseling will review the payment options, such as the standard, extended, graduated and income-contingent income sensitive plans. The option of consolidating loans will also be discussed. Consolidation loans are available through the Federal Direct Student Loan Program. .

Debt Management Strategies will be discussed. The counselor will stress the importance of developing a realistic budget, based on the student's minimum salary requirements. It is helpful to have the student's budget reflect the loan payment as a fixed cost, like rent and utilities.

Forbearance, deferment, and cancellation options will be discussed including:

3. If a student cannot make scheduled payments and does not qualify for a deferment, the lender may allow the student to temporarily make smaller payments or temporarily stop making payments. Interest continues to be charged during forbearance. Some reasons why forbearance may be granted are financial hardship and/or illness. The lender must grant forbearance if the student has a monthly debt burden for Title IV loans that collectively equals or exceeds 20% of their total monthly gross income (for up to three years) There are several other reasons listed in the Borrowers Rights and Responsibilities.
4. Deferments mean that the student does not have to make payments in certain circumstances. If the student is attending school at least half-time, or if the student is unemployed, if the student is experiencing economic hardship as determined by federal law for up to three years. (See student's rights and responsibilities).

The terms and conditions under which students receiving federal education loans may obtain deferments

The following lists of deferments are available to students who have federal student loans.

Deferment Definitions:

**21. Action Programs Deferment**

Borrowers may postpone payments with this deferment type while serving full-time in the Action Programs for at least one year.

**22. Armed Forces Deferment**

This deferment type may be used to postpone payments for a borrower serving in the military on active duty status.

**23. Dependent Student Enrolled At least Half-time Deferment**

Borrowers may postpone payments on a PLUS loan when the dependent student for whose education the loan was disbursed is enrolled at least half-time at an eligible school.

**24. Dependent Student Enrolled Full-time Deferment**

Borrowers may postpone payments on a PLUS loan when the dependent student for whose education the loan was disbursed is enrolled full-time at an eligible school.

**25. Dependent Student in a Full-time Rehabilitation Training Program Deferment**

Borrowers may postpone payments on a PLUS loan when the dependent student for whose education the loan was disbursed is engaged in a full-time rehabilitation training program.

**26. Economic Hardship Deferment**

This deferment postpones payments for a borrower during times of financial difficulty where the borrower receives public assistance, serves in the Peace Corps, receives the deferment on a Direct or Perkins loan, or meets specific income criteria.

**27. Full-time Student Deferment**

Any borrower who is certified by an eligible school as enrolled on a full-time basis may receive this deferment.

**28. Graduate Fellowship Deferment**

This deferment type postpones payments for borrowers engaged in a full-time course of study in a Graduate Fellowship program.

**29. Internship/Residency Deferment**

This deferment type postpones payments for a borrower engaged in an Internship/Residency program.

**30. Less than Full-time but at Least Half-time Student**

In order to qualify for this deferment, an eligible school must certify that the borrower is enrolled at least half-time.

**31. National Oceanic and Atmospheric Administration (NOAA) Deferment**

Borrowers serving in the National Oceanic and Atmospheric Administration (NOAA) on active duty status may use this deferment type to postpone payments.

**32. Parental Leave Deferment**

This deferment type may postpone payments for a pregnant borrower or one caring for a newborn child or a newly adopted child.

**33. Peace Corps Deferment**

Borrowers may postpone payments with this deferment type while serving in the Peace Corps for at least one year.

**34. Public Health Service Deferment**

This deferment type postpones payments for borrowers serving full-time as an officer in the Commissioned Corps of the Public Health Service.

**35. Rehabilitation Training Deferment**

This deferment type is available for borrowers engaged in a full-time rehabilitation training program.

**36. Tax-exempt Organization Deferment**

This deferment type may postpone payments for full-time paid volunteers in a tax-exempt organization.

**37. Teacher Shortage Area Deferment**

This deferment type is available to borrowers when teaching in a designated teacher shortage area.

**38. Temporary Total Disability Deferment**

This deferment type may postpone payments for a borrower with a condition that prevents them from working or going to school, or who is caring for a disabled person.

**39. Unemployment Deferment**

This deferment type postpones payments for borrowers who are seeking full-time employment through registry with an employment agency or are receiving unemployment benefits.

**40. Working Mother Deferment**

This deferment type may postpone payments for mothers who recently re-entered the workforce.

The student will be informed of the Availability of Loan Information on NSLDS and the availability of the FSA Ombudsman's Office. The borrower's loan history can be reviewed on NSLDS (PIN required for access). Students without Internet access can identify their loan holder by calling 1-800-4-fed-aid. The borrower will be made aware that the information on the NSLDS site is updated by lenders and guarantors and may not be as current as the latest information from the loan holder. The Ombudsman's office is a resource for borrowers when other approaches to resolving student loan problems have failed. Normally the bank and/or guarantor can help with any problem.

Review the Student's Rights and Responsibilities: The student received this with the MPN at the beginning of the loan process and it should be reviewed again at the exit interview.



The importance of keeping loan records will be reinforced with the student. The borrower should keep the loan repayment schedule provided by the lender when repayment begins as well as records of loan payments—including cancelled checks, money order receipts. The student should keep copies of any requests for deferment or forbearance, or any other correspondence with the loan holder.

The School will collect and update personal and contact information: During exit counseling, the aid office will obtain the borrower's expected permanent address after leaving school, the address of the borrower's next of kin, and the name and address of the borrower's expected employer (if known). A school will correct its records to reflect any changes in the borrower's name, address, Social Security Number, or references and will obtain the borrower's current driver's license number and state of issue. Within 60 days after the exit interview, the financial aid office will provide this information to the loan vendor.

The student will also be provided with the current name and address of the borrower's lender (or Federal Vendor), based on the latest information. An explanation will be given of how to complete deferment forms and how to prepare correspondence to the lender or vendor will also be included. Emphasis will be made that the borrower should always keep copies of all correspondence from and to them about their loans. It will be stressed that a borrower must make payments on their loans even if the borrower does not receive a payment booklet or a billing notice.

If the student borrower drops out without notifying the school, we will confirm that the student has either completed online counseling, or exit counseling material will be mailed to the borrower at their last known address. The material must be mailed within 30 days of learning that a borrower has withdrawn or failed to participate in an exit counseling session. When we mail these exit materials, we are not required to use certified mail with a return receipt requested, but we must document in the student's file that the materials were sent. If the student fails to return the Exit Counseling material including the contact information, we are not required to take any further action.

Grace Period: Once the student withdraws, leaves school or graduates on the subsidized loans there is a grace period of six months. During this time no interest accrues on the subsidized loan. On an unsubsidized loan the interest is paid during the loan period but the principal is not paid until after the grace period. The borrower has a choice of paying the interest or having it capitalized – adding the accrued interest to the original loan principal. PLUS loan repayment begins sixty days after the second disbursement and interest begins at that point.

Repayment on all loans is up to ten years with a minimum repayment of \$50.00 per month.

## Retention, Completion & Job Placement Rates

### Master Pipe and Structural Welding Program

This program is designed to be completed in 6 months.

This program will cost \$27,910.00 if completed within normal time. There may be additional costs for living expenses. These costs were accurate at the time of posting but may have changed.

*{Select one or more of the following statements. Your institution is required to provide information about whether this program meets licensure requirements for any states in the metropolitan statistical area (MSA) in which the institution is located, as well as for any states for which the institution is aware of whether the program satisfies all educational prerequisites to qualify a student for licensure. Select one or more of the options and the names of the states for which that statement applies.}*

- 1) Program meets licensure requirements in the following States: Arkansas**
- 2) Program qualifies students to sit for licensure exam in the following States:**  
**Please Note the following:** Some states have licensing requirements for welders in addition to certification. For example, New York requires welders to be certified by the AWS or the N.Y. State Department of Transportation. They then must apply to the state for a license. Some cities have their own certification and licensing processes in order for welders to be employed by the governmental entity. One such city is Los Angeles. Although it has its own testing procedure for certifying and licensing someone to become an L.A. City Certified Welder, applicants are required to bring the applicable codebook published by the AWS to the city's certification exam. Welders who want to work for a local, state or federal government project need to check with their employer, or anticipated employer, for specific welding certification or licensing requirements.
- 3) Several States do not have licensure requirements for this profession though most employers do have licensure requirements.**

For more information about graduation rates, loan repayment rates, and post-enrollment earnings about this institution and other postsecondary institutions please click here:

<https://collegescorecard.ed.gov/>

#### Please Note:

This program has passed standards established by the U.S. Department of Education. The Department based these standards on the amounts students borrow for enrollment in this program and their reported earnings. If in the future the program does not pass the standards, students who are then enrolled may not be able to use federal student grants or loans to pay for the program, and may have to find other ways, such as private loans, to pay for the program.

## Alumni/ Graduate Satisfaction Surveys

Upon completion of the program, students are given the option to complete a satisfaction survey. Surveys are kept in a folder in a fireproof cabinet. Surveys can be seen upon request.

## Institutional Information

### Cost of Attendance

ARKANSAS WELDING ACADEMY calculates the COA (cost of attendance) based on average values for the state of Arkansas. The remaining FSA need based award eligibility is calculated based on the student’s COA minus Economic Family Contribution (EFC). COA is documented individually in the enrolled student’s files upon receipt of a valid Institution Student Report (ISIR) from the United State Department of Education. Cost of Attendance is provided to prospective or enrolled students upon request.

Registration Fee: \$100.00 (non-refundable). This fee is applied to the student’s account balance upon starting attendance at AWA. \$400 Booth Reservation fee (REFUNDABLE and to be applied to equipment and supplies upon student start).

Programs	Tuition and fees	Equipment/Supplies	Room and Board		Transportation cost		Misc Cost	
			Independ	Depend	Independ	Depend	Independ	Depend
Master Pipe & Structural Welding Program	\$16,713.00	\$11,097.00	N/A	N/A	N/A	N/A	N/A	N/A
*OSHA 30	\$850.00	\$125.00	N/A	N/A	N/A	N/A	N/A	N/A
*OSHA 10	\$425	\$125	N/A	N/A	N/A	N/A	N/A	N/A

\*OSHA 30 and 10 are neither accredited by COE nor qualify students to receive Title IV financial aid and are both non-Title IV programs. Both have \$50 non-refundable registration fees that are waived for AWA students (both past and present).

**The OSHA 30 certificate does not expire**  
**OSHA 30 is Not Approved for Veteran Training**

Students borrow the textbook for the time they are in school. Should the student not return the textbook they will owe the market price to the institution.

#### Direct Costs:

1. Tuition and fees normally assessed for a student carrying the same academic workload – This information is provided by the school for each program offered by the school that is eligible for Title IV aid

2. Supplies, - Based on program at a school.

**Indirect Costs:**

3. Transportation and miscellaneous expenses – Average of the various means of transportation and other miscellaneous expenses used by students attending the school.

4. An allowance for room and board. – This will change if the student is living at home or living on his/her own. A student living with parents has a lower allowance than a student who is living off campus. It is possible for an independent student to live with his/her parents, in which case you should use the “living with parent” cost of attendance. An average is used for all room and board allowances.

When the calculations are complete, there are two costs of attendance for each program offered at the school (one for students living with their parents and one for students living off campus). The Cost of Attendance is the starting point for calculating a student’s financial aid. The Expected Family Contribution, as determined by the ISIR, will be deducted from the Cost of Attendance to establish a student’s eligibility for financial aid.

If the student claims he/she is living off campus and the promissory note that the school may have in the file indicates the student is living at the same address as the parent, the school must use the “living with parent” cost of attendance.

## Institutional Cancellation & Refund Policy

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.

Students who have not visited the school facility prior to enrollment will have the opportunity to withdraw without penalty within **three** days following either attendance at a regularly scheduled orientation or following a tour of the facilities and inspection of the equipment.

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). *AWA does not charge an application fee.*

The **registration fee** of one hundred dollars (\$100) will be retained. \$400 Booth Reservation fee (REFUNDABLE and to be applied to equipment and supplies upon student start). AWA will not restock. All tuition paid in excess of the **registration fee** will be refunded based on the cost and length of the program in which enrolled in the following manner:

- (i) At completion of less than twenty-five percent (25%) of the program, the student will be refunded on a pro rata basis.
- (ii) At completion of 25% but less than 50% of the program, the student will be refunded  
50% of the tuition.
- (iii) At completion of 50% but less than 75% of the program, the student will be refunded  
25% of the tuition.
- (iv) At completion of 75% or more of the program no refund is due the student.

All tuition beyond the current enrollment period shall be refunded when student terminates.

Students shall be refunded immediately when a course is cancelled and there is not a course required for their program of study available.

The effective date of the termination, for refund purposes, shall be the last day of attendance.

The student shall not be required to purchase instructional supplies, books, pay fees, etc. until such time as these materials are needed.

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.

All refunds will be made within thirty (30) calendar days of the effective date of termination and when due, will be made without requiring a request from the student. All refunds shall be made according to payor source(s) (grant/scholarship/loan) policy.

**Standards of Progress for VA Students**

Evaluation of progress of VA students will be conducted by the school’s evaluation policy schedule. Students with a minimum of 70 % academic average and 75% attendance will be considered making satisfactory progress until the next scheduled evaluation.

In order for a student to be considered making satisfactory progress the student must meet both attendance and academic minimum requirements. Students receiving VA benefits who fail to meet minimum progress and attendance requirements will be placed on **probation** for 30 days. At the end of the probationary period, the student’s progress (academic and attendance) will be re-evaluated. If the student is meeting minimum requirements, the student will be determined to be making satisfactory progress and will be considered off Probation.

**Suspension/Withdrawn/ Termination**

If the student fails to meet minimum requirements in either academics or attendance, the school’s certifying official will submit a 22-1999b effective on the last day of probation.

**Reinstatement of VA student’s educational benefits:** Once VA student’s educational benefits has been suspended and after 30 days and the students is meeting the minimum standards of progress, the school’s certifying official will submit a 22-1999.

**Refund Policy**

In the event a veteran fail to enter the course or withdraws or is discontinued a refund will be based on a pro rata refund of the unused portion of tuition, fees and charges. This refund will be returned promptly as required under 38 CFR 21.4255

**REFUNDS:** Refunds will be made based on the chart below within 40 days of withdraw.

STUDENT ENTITLED UPON WITHDRAWAL/TERMINATION	REFUND
10% of program completed	90%Refund
20% of program completed	80% Refund
30% of program completed	70% Refund
40% of program completed	60% Refund
50% of program completed	50% Refund
60% of program completed	40% Refund
70% of program completed	30% Refund
80% of program completed	20% Refund
90% of program completed	10% Refund

**Prior Credit**



It is the policy of this institution that an evaluation of previous education and training will be conducted, appropriate credit granted, if applicable, the institution's duration in the course will be shortened proportionately, and that the Veteran's Administration and the student will be so notified. VA credit will be given for prior training for veterans and eligible programs.

Authority 38 CFR 21.4253 and 38 CFR 21.4254.

*Mica K. Oberkum*

Signature of Certifying Official

12-9-22

Date

### Return To Title IV (R2T4)

When you apply for financial aid, you sign a statement that you will use the funds for educational purposes only. Therefore, if you withdraw before completing your program, a portion of the funds you received may have to be returned. Arkansas Welding Academy (AWA) will calculate the amount of tuition to be returned to the Title IV, HEA Federal fund programs according to the policies listed below.

### **RETURN TO TITLE IV FUNDS POLICY**

This policy applies to students' who **withdraw officially, unofficially, fail to return from a leave of absence or dismissed from enrollment** at Arkansas Welding Academy. It is separate and distinct from the Arkansas Welding Academy refund policy. (Refer to AWA Student Handbook p. 47-50)

The calculated amount of the Return of Title IV, HEA (R2T4) funds that are required for the students affected by this policy, are determined according to the following definitions and procedures as prescribed by regulations.

The amount of Title IV, HEA aid earned is based on the amount of time a student spent in academic attendance, and the total aid received; it has no relationship to student's incurred institutional charges. Because these requirements deal only with Title IV, HEA funds, the order of return of **unearned** funds do not include funds from sources other than the Title IV, HEA programs.

Title IV, HEA funds are awarded to the student under the assumption that he/she will attend school for the entire period for which the aid is awarded. When student withdraws, he/she may no longer be eligible for the full amount of Title IV, HEA funds that were originally scheduled to be received. Therefore, the amount of Federal funds earned must be determined. If the amount disbursed is greater than the amount earned, unearned funds must be returned.

The institution has 45 days from the date that the institution determines that the student withdrew to return all unearned funds for which it is responsible. The school is required to notify the student if they owe a repayment via written notice.

The school must advise the student or parent that they have 14 calendar days from the date that the school sent the notification to accept a post withdraw disbursement. If a response is not received from the student or parent within the allowed time frame or the student declines the funds, the school will return any earned funds that the school is holding to the Title IV, HEA programs.

**Leave of Absence:** Students who believe they require a leave of absence (LOA) from the program should request the LOA form from the Administration Office. LOAs are granted based on the regulations 34 CFR Part 668.22(d) Approved Leave of Absence.

**“Official” Withdrawal from the School**

A student is considered to be “Officially” withdrawn on the date the student notifies the Financial Aid Director or School Director in writing of their intent to withdraw. The date of the termination for return and refund purposes will be the earliest of the following for official withdrawal:

1. Date student provided official notification of intent to withdraw, in writing or orally.
2. The date the student began the withdrawal from AWA records. A student is allowed to rescind his notification in writing and continue the program. Should the student subsequently drop, the student’s withdrawal date is the last document date of attendance.

Upon receipt of the official withdrawal information, Arkansas Welding Academy will complete the following:

1. Determine the student’s last date of attendance as of the last recorded date of academic attendance on the school’s attendance record;
2. Two calculations are performed:
  - a. The student’s ledger card and attendance record are reviewed to determine the calculation of Return of Title IV, HEA funds the student has earned, and if any, the amount of Title IV funds for which the school is responsible. Returns made to the Federal Funds Account are calculated using the Department’s Return of Title IV, HEA Funds Worksheets, scheduled attendance and are based upon the payment period.
  - b. Calculate the school’s refund requirement (see school refund calculation):
3. The student’s grade record will be updated to reflect his/her final grade.
4. AWA, will return the amount for any unearned portion of the Title IV funds for which the school is responsible within 45 days of the date the official notice was provided.
5. AWA will provide the student with a letter explaining the Title IV, HEA requirements:
  - a. The amount of Title IV assistance the student has earned. This amount is based upon the length of time the student was enrolled in the program based on scheduled attendance and the amount of funds the student received.
  - b. Any returns that will be made to the Title IV, HEA Federal program on the student’s behalf as a result of exiting the program. If a student’s scheduled attendance is more than 60% of the payment period, he/she is considered to have earned 100% of the Federal funds received for the payment period. In this case, no funds need to be returned to the Federal funds.
  - c. Advise the student of the amount of unearned Federal funds and tuition and fees that the student must return, if applicable.

6. Supply the student with ledger card record noting outstanding balance due to the school and the available methods of payment. A copy of the completed worksheet, check, letter and final ledger card will be kept in the student's file.

In the event a student decides to rescind his or her official notification to withdraw, the student must provide a signed and dated written statement that he/she is continuing his or her program of study, and intends to complete the payment period. Title IV, HEA assistance will continue as originally planned. If the student subsequently fails to attend or ceases attendance without completing the payment period, the student's withdrawal date is the original date of notification of intent to withdraw.

### **Unofficial Withdrawal from School**

In the event that the school unofficially withdraws a student from school, the School Director and/or Admissions Director must complete the Withdrawal Form using the last date of attendance as the drop date.

Any student that does not provide official notification of his or her intent to withdraw and is absent for more than 10 consecutive calendar days, will be subject to termination and considered to have unofficially withdrawn. This includes students who have not returned from an approved LOA or one who takes an LOA and does not meet requirements defined in 34 CFR Part 668.22(d) and the LOA policy of AWA.

Within one week of the student's last date of academic attendance, the following procedures will take place:

1. The education office will make three attempts to notify the student regarding his/her enrollment status;
2. Determine and record the student's last date of attendance as the last recorded date of academic attendance on the attendance record;
3. The student's withdrawal date is determined as the date the day after 18 consecutive calendar days of absence;
4. Notify the student in writing of their failure to contact the school and attendance status resulting in the current termination of enrollment;
5. Arkansas Welding Academy calculates the amount of Federal funds the student has earned, and, if any, the amount of Federal funds for which the school is responsible.
6. Calculate the school's refund requirement (see school refund calculation);
7. Arkansas Welding Academy Executive Financial Director will return to the Federal fund programs any unearned portion of Title IV funds for which the school is responsible within 45 days of the date the withdrawal determination was made and note return on the student's ledger card.
8. If applicable, Arkansas Welding Academy will provide the student with a refund letter explaining Title IV requirements:
  - a) The amount of Title IV aid the student has earned based upon the length of time the student was enrolled and scheduled to attend in the program and the amount of aid the student received.
  - b) Advise the student in writing of the amount of unearned Title IV aid and tuition and fees that he/she must return, if applicable.
  - c) Supply the student with a final student ledger card showing outstanding balance due the school and the available methods of payment.
9. A copy of the completed worksheet, check, letter, and final ledger card will be kept in the student's file.

**Disbursement Restrictions – 30 Day, First time, First Year Undergraduate Students**

There are some Title IV, HEA funds that you were scheduled to receive that cannot be disbursed to you once you withdraw because of other eligibility requirements.

For example, if you are a first-time, first-year undergraduate student and you have not completed the first 30 days of your program before you withdraw, you will not receive any Direct Loan funds that you would have received had you remained enrolled past the 30th day.

**Earned AID:**

Title IV, HEA aid is earned in a prorated manner on a per diem basis (calendar days or clock hours) up to the 60% point in the payment period. Title IV, HEA aid is viewed as 100% earned after that point in time. A copy of the worksheet used for this calculation can be requested from the financial aid director.

**Withdraw Before 60%**

The institution must perform a R2T4 to determine the amount of earned aid through the 60% point in each payment period or period of enrollment. The institution will use the Department of Education's prorate schedule to determine the amount of the R2T4 funds the student has earned at the time of withdraw.

**Withdraw After 60%**

After the 60% point in the payment period or period of enrollment, a student has earned 100% of the Title IV, HEA funds he or she was scheduled to receive during this period. The institution must still perform a R2T4 to determine the amount of aid that the student has earned.

Arkansas Welding Academy measures progress in Clock Hours, and uses the payment period for the period of calculation.

**The Calculation Formula:**

Determine the amount of Title IV, HEA aid that was disbursed plus Title IV, HEA aid that could have been disbursed.

Calculate the percentage of Title IV, HEA aid earned which is confirmed by AWA's Third party servicer and a financial aid personnel:

- a) Divide the number of clock hours scheduled to be completed in the payment period as of the last date of attendance in the payment period by the total clock hours in the payment period. *Scheduled hours are established prior to student start date unless schedule was modified prior to withdraw. The number of days in the payment period include all of the days within the period the student was scheduled to complete except scheduled breaks of at least five consecutive days and approved LOAs.*

$$\frac{\text{Hours Schedule to complete}}{\text{Total Hours in Period}} = \%TIV \text{ Earned}$$

- b) If this percentage is greater than 60%, the student earns 100%.
- c) If this percent is less than or equal to 60%, proceeds with calculation.
- Percentage earned from (multiplied by) Total aid disbursed, or could have been disbursed = AMOUNT STUDENT EARNED.
  - Subtract the Title IV aid earned from the total disbursed = AMOUNT TO BE RETURNED.
  - 100% minus percent earned = UNEARNED PERCENT
  - Unearned percent (multiplied by) total institutional charges for the period = AMOUNT DUE FROM THE SCHOOL.
  - If the percent of Title IV aid disbursed is greater than the percent unearned (multiplied by) institutional charges for the period, the amount disbursed will be used in place of the percent unearned.
  - If the percent unearned (multiplied by) institutional charges for the period are less than the amount due from the school, the student must return or repay one-half of the remaining unearned Federal Pell Grant.
  - Student is not required to return the overpayment if this amount is equal to or less than 50% of the total grant assistance that was disbursed /or could have been disbursed. The student is also not required to return an overpayment if the amount is \$50 or less.
  - Arkansas Welding Academy will issue a grant overpayment notice to student within 30 days from the date the school's determination that student withdrew, giving student 45 days to either:

1. Repay the overpayment in full to Arkansas Welding Academy or Sign a repayment agreement with the U.S. Department of Education.

**Responsibilities of the Institution and Student:**

- (g) *Return of unearned aid, responsibility of the institution.* (1) The institution must return, in the order specified below, the lesser of—
  - The total amount of unearned title IV assistance to be returned as calculated above; or
  - An amount equal to the total institutional charges incurred by the student for the payment period or period of enrollment multiplied by the percentage of title IV grant or loan assistance that has not been earned by the student, as described.
- (2) For purposes of this section, “institutional charges” are tuition, fees, room and board (if the student contracts with the institution for the room and board) and other educationally-related expenses assessed by the institution.
- (3) If, for a non-term program an institution chooses to calculate the treatment of title IV assistance on a payment period basis, but the institution charges for a period that is longer than the payment period, “total institutional charges incurred by the student for the payment period” is the greater of—
  - The prorated amount of institutional charges for the longer period; or
  - The amount of title IV assistance retained for institutional charges as of the student's withdrawal date.
- (h) *Return of unearned aid, responsibility of the student.* (1) After the institution has allocated the unearned funds for which it is responsible in accordance with the above paragraph, the student must return assistance for which the student is responsible in the order specified below.
- (2) The amount of assistance that the student is responsible for returning is calculated by subtracting the amount of unearned aid that the institution is required to return under paragraph (g) of this section from the total amount of unearned title IV assistance to be returned.
- (3) The student (or parent in the case of funds due to a parent PLUS Loan) must return or repay, as appropriate, the amount determined under paragraph (h)(1) of this section to—
  - Any title IV loan program in accordance with the terms of the loan; and
  - Any title IV grant program as an overpayment of the grant; however, a student is not required to return the following—
    - The portion of a grant overpayment amount that is equal to or less than 50 percent of the total grant assistance that was disbursed (and that could have been disbursed) to the student for the payment period or period of enrollment.
    - With respect to any grant program, a grant overpayment amount, as determined after application of paragraph (h)(3)(ii)(A) of this section, of 50 dollars or less that is not a remaining balance.



- (4)(i) A student who owes an overpayment under this section remains eligible for title IV, HEA program funds through and beyond the earlier of 45 days from the date the institution sends a notification to the student of the overpayment, or 45 days from the date the institution was required to notify the student of the overpayment if, during those 45 days the student—
  - Repays the overpayment in full to the institution;
  - Enters into a repayment agreement with the institution in accordance with repayment arrangements satisfactory to the institution; or
  - Signs a repayment agreement with the Secretary, which will include terms that permit a student to repay the overpayment while maintaining his or her eligibility for title IV, HEA program funds.
- Within 30 days of the date of the institution's determination that the student withdrew, an institution must send a notice to any student who owes a title IV, HEA grant overpayment as a result of the student's withdrawal from the institution in order to recover the overpayment in accordance with paragraph (h)(4)(i) of this section.
- If an institution chooses to enter into a repayment agreement in accordance with paragraph (h)(4)(i)(B) of this section with a student who owes an overpayment of title IV, HEA grant funds, it must—
  - Provide the student with terms that permit the student to repay the overpayment while maintaining his or her eligibility for title IV, HEA program funds; and
  - Require repayment of the full amount of the overpayment within two years of the date of the institution's determination that the student withdrew.
- An institution must refer to the Secretary, in accordance with procedures required by the Secretary, an overpayment of title IV, HEA grant funds owed by a student as a result of the student's withdrawal from the institution if—
  - The student does not repay the overpayment in full to the institution, or enter a repayment agreement with the institution or the Secretary in accordance with paragraph (h)(4)(i) of this section within the earlier of 45 days from the date the institution sends a notification to the student of the overpayment, or 45 days from the date the institution was required to notify the student of the overpayment;
  - At any time the student fails to meet the terms of the repayment agreement with the institution entered into in accordance with paragraph (h)(4)(i)(B) of this section; or
  - The student chooses to enter into a repayment agreement with the Secretary.
- A student who owes an overpayment is ineligible for title IV, HEA program funds—
  - If the student does not meet the requirements in paragraph (h)(4)(i) of this section, on the day following the 45-day period in that paragraph; or
  - As of the date the student fails to meet the terms of the repayment agreement with the institution or the Secretary entered into in accordance with paragraph (h)(4)(i) of this section.

- A student who is ineligible under paragraph (h)(4)(v) of this section regains eligibility if the student and the Secretary enter into a repayment agreement.
- (5) The Secretary may waive grant overpayment amounts that students are required to return under this section if the withdrawals on which the returns are based are withdrawals by students—
  - Who were residing in, employed in, or attending an institution of higher education that is located in an area in which the President has declared that a major disaster exists, in accordance with section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170);
  - Whose attendance was interrupted because of the impact of the disaster on the student or institution; and
  - Whose withdrawal occurred within the award year during which the designation occurred or during the next succeeding award year.

### **Order of Return**

Arkansas Welding Academy is authorized to return any excess funds after applying them to current outstanding Cost of Attendance (COA) charges. A copy of the Institutional R2T4 work sheet performed on your behalf is available through the office upon student request.

In accordance with Federal regulations, when Title IV, HEA financial aid is involved, the calculated amount of the R2T4 Funds" is allocated in the following order:

- (i) Unsubsidized Federal Stafford loans.**
- (ii) Subsidized Federal Stafford loans.**
- (iii) Unsubsidized Federal Direct Stafford loans.**
- (iv) Subsidized Federal Direct Stafford loans.**
- (v) Federal Perkins loans.**
- (vi) Federal PLUS loans received on behalf of the student.**
- (vii) Federal Direct PLUS received on behalf of the student.**

***Remaining funds. If unearned funds remain to be returned after repayment of all outstanding loan amounts, the remaining excess must be credited to any amount awarded for the payment period or period of enrollment for which a return of funds is required in the following order:***

- (i) Federal Pell Grants.**
- (ii) Academic Competitiveness Grants.**
- (iii) National SMART Grants.**
- (iv) FSEOG Program aid.**
- (v) TEACH Grants**

### **Post-Withdrawal Disbursement**

If you did not receive all of the funds that you earned, you may be due a post-withdrawal disbursement. If your post-withdrawal disbursement includes loan funds, your school must get your permission before it can disburse them. **You may choose to decline some or all of the loan funds so that you don't incur additional debt.** AWA may automatically use all or a portion of your post-withdrawal disbursement of grant funds for tuition, fees, and room and board charges (as contracted with the school).

Arkansas Welding Academy needs your permission to use the post-withdrawal grant disbursement for all other school charges. If you do not give your permission (some schools ask for this when you enroll), you will be offered the funds. However, it may be in your best interest to allow the school to keep the funds to reduce your debt at the school.

### **Time frame for returning an unclaimed Title IV, HEA credit balance**

If a school attempts to disburse the credit balance by check and the check is not cashed, the school must return the funds no later than 240 days after the date the school issued the check.

If a check is returned to a school or an EFT is rejected, the school may make additional attempts to disburse the funds, provided that those attempts are made not later than 45 days after the funds were returned or rejected. When a check is returned or EFT is rejected and the school does not make another attempt to disburse the funds, the funds must be returned before the end of the initial 45-day period.

The school must cease all attempts to disburse the funds and return them no later than 240 days after the date it issued the first check.

### **Institution Responsibilities in regards to return of Title IV, HEA funds**

Arkansas Welding Academy 's responsibilities in regards to Title IV, HEA funds are as follows:

- Providing students information with information in this policy;
- Identifying students who are affected by this policy and completing the return of Title IV, HEA funds calculation for those students;
- Returning any Title IV, HEA funds due to the correct Title IV, HEA programs.

**Please Note** that the institution is not always required to return all of the excess funds; there are situations once the R2T4 calculations have been completed in which the student must return the unearned aid.

### **Overpayment of Title IV, HEA Funds**

Any amount of unearned grant funds that you must return is called overpayment. The amount of grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. You must make arrangement with Arkansas Welding Academy or the Department of Education to return the amount of unearned grant funds.

### **Student Responsibilities in regards to return of Title IV, HEA funds**

- Returning to the Title IV, HEA programs any funds that were dispersed to the student in which the student was determined to be ineligible for via the R2T4 calculation.
- Any notification of withdraw should be in writing and addressed to the appropriate institutional official.
- A student may rescind his or her notification of intent to withdraw. Submissions of intent to rescind a withdraw notice must be filed in writing.
- Either of these notifications, to withdraw or rescind to withdraw must be made to the official records/registration personnel at your school.

### **Refund vs. Return to Title IV, HEA Funds**

The requirements for the Title IV, HEA program funds when you withdraw are separate from any refund policy that Arkansas Welding Academy may have to return to you due to a cash credit balance. Therefore, you may still owe funds to the school to cover unpaid institutional charges. Arkansas Welding Academy may also charge you for any Title IV, HEA program funds that they were required to return on your behalf.

If you do not already know what Arkansas Welding Academy's refund policy is, you may ask your Schools Financial Planner for a copy.

### **Return to Title IV, HEA questions?**

If you have questions regarding Title IV, HEA program funds after visiting with your financial aid director, you may call the Federal Student Aid Information Center at 1-800-4-fedaid (800-433-3243). TTY users may call 800-730-8913. Information is also available on student aid on the web [www.studentaid.ed.gov](http://www.studentaid.ed.gov).

**\*This policy is subject to change at any time, and without prior notice.**

### Official Withdrawal

A student is considered to be “Officially” withdrawn on the date the student notifies the Financial Aid Director or School Director in writing of their intent to withdraw. The date of the termination for return and refund purposes will be the earliest of the following for official withdrawal:

3. Date student provided official notification of intent to withdraw, in writing or orally.
4. The date the student began the withdrawal from AWA records. A student is allowed to rescind his notification in writing and continue the program. Should the student subsequently drop, the student’s withdrawal date is the last document date of attendance.

Upon receipt of the official withdrawal information, Arkansas Welding Academy will complete the following:

3. Determine the student’s last date of attendance as of the last recorded date of academic attendance on the school’s attendance record;
4. Two calculations are performed:
  - d. The student’s ledger card and attendance record are reviewed to determine the calculation of Return of Title IV, HEA funds the student has earned, and if any, the amount of Title IV funds for which the school is responsible. Returns made to the Federal Funds Account are calculated using the Department’s Return of Title IV, HEA Funds Worksheets, scheduled attendance and are based upon the payment period.
  - b. Calculate the school’s refund requirement (see school refund calculation):
7. The student’s grade record will be updated to reflect his/her final grade.
8. AWA, will return the amount for any unearned portion of the Title IV funds for which the school is responsible within 45 days of the date the official notice was provided.
9. AWA will provide the student with a letter explaining the Title IV, HEA requirements:
  - a. The amount of Title IV assistance the student has earned. This amount is based upon the length of time the student was enrolled in the program based on scheduled attendance and the amount of funds the student received.
  - e. Any returns that will be made to the Title IV, HEA Federal program on the student’s behalf as a result of exiting the program. If a student’s scheduled attendance is more than 60% of the payment period, he/she is considered to have earned 100% of the Federal funds received for the payment period. In this case, no funds need to be returned to the Federal funds.

- f. Advise the student of the amount of unearned Federal funds and tuition and fees that the student must return, if applicable.
10. Supply the student with ledger card record noting outstanding balance due to the school and the available methods of payment. A copy of the completed worksheet, check, letter and final ledger card will be kept in the student's file.

In the event a student decides to rescind his or her official notification to withdraw, the student must provide a signed and dated written statement that he/she is continuing his or her program of study, and intends to complete the payment period. Title IV, HEA assistance will continue as originally planned. If the student subsequently fails to attend or ceases attendance without completing the payment period, the student's withdrawal date is the original date of notification of intent to withdraw.

## Academic Programs

**Master Pipe and Structural Welding Program:** The **Master Pipe and Structural Welding Program** at Arkansas Welding Academy is a career-focused training program that will enable you to acquire the skills you need to succeed in an entry-level Welding position. We strive to give you tools primarily through hands-on training in the welding booth and four hours per week in the classroom that you can directly apply to your future career. As a journeyman welder, you will be able to setup and operate welding equipment and run the four major welding processes used in manufacturing today: GMAW, GTAW, FCAW and GTAW. Our welding program provides the training you need for multiple positions across a variety of fields. Some of these positions are: ship building, manufacturing, utilities, new construction and shut-downs. With our hands-on training, you'll be prepared to hit the ground running on your very first day.

Through methods of lecture/discussion and laboratory the student will learn the fundamentals of welding, metallurgy, rod angles of each welding position. Shielded Metal Arc Welding, Gas Metal Arc Welding, Gas Tungsten Arc Welding, and Fluxcore welding processes will be taught on all positions, joints, with and without backing strip, and pipe. Student will demonstrate through successful pass of visual and destructive bend test.

*Class Hours: 80*

*Pass all visual weld inspections.*

*Laboratory Hours: 830*

*Pass all destructive bend tests.*

*Total Clock Hours: 910*

*Have eighteen days or less of unexcused absences.*

A successful graduate must have accomplished the following:

*CIP Code: 48.0508-*

*WeldingTechnology/Welder*

*100 percent on the Safety Test*

*75 percent or greater on all other tests*

The curriculum is SENSE I and II which is written and maintained by the American Welding Society (AWS). Student will have to pass all eight exams using knowledge gained from both the laboratory and textbook AWA utilizes two textbooks given below:.

*Textbook: "Modern Welding" by Althouse, Turnquist, Bowditch, Bowditch, Bowditch. Published by Goodheart-Wilcox, ISBN: 978-1-60525-795-2*

*Textbook: "Welding Fundamentals" by W. Bowditch, K. Bowditch, M. Bowditch. Published by Goodheart-Wilcox, ISBN: 978-1-63126-328-6*

Student do not have to purchase the textbook. AWA allows students to borrow from the school library. If students do not return the textbook, they will owe the current market price for the book.

**All graduates in good standing with Arkansas Welding Academy and financial aid providers will be eligible job placement assistance and life-time brush-up;** as long as Arkansas Welding Academy is in business.

**Lifetime brush up** is provided on a booth space availability basis and is only on previously completed welding courses; as long as Arkansas Welding Academy is in business. Eligibility will be eliminated for graduates who default on their student loan(s), still have an account balance, or hinder current student training. *Eligibility will be reinstated when the student puts their loan(s) back into good standing, pays their remaining balance or at the Director's discretion if the student hindered current training.* Maximum brush up time is three (3) consecutive days which may be modified at any time per policy and availability; as long as Arkansas Welding Academy is in business. All required welding gear and safety equipment will be supplied by the student (this includes specialty metals that AWA does not keep in inventory).

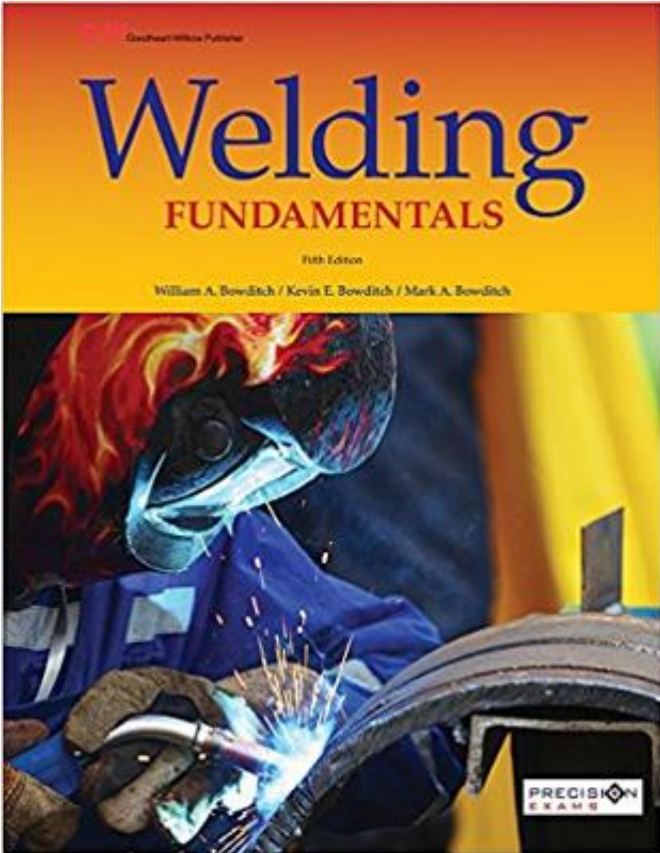
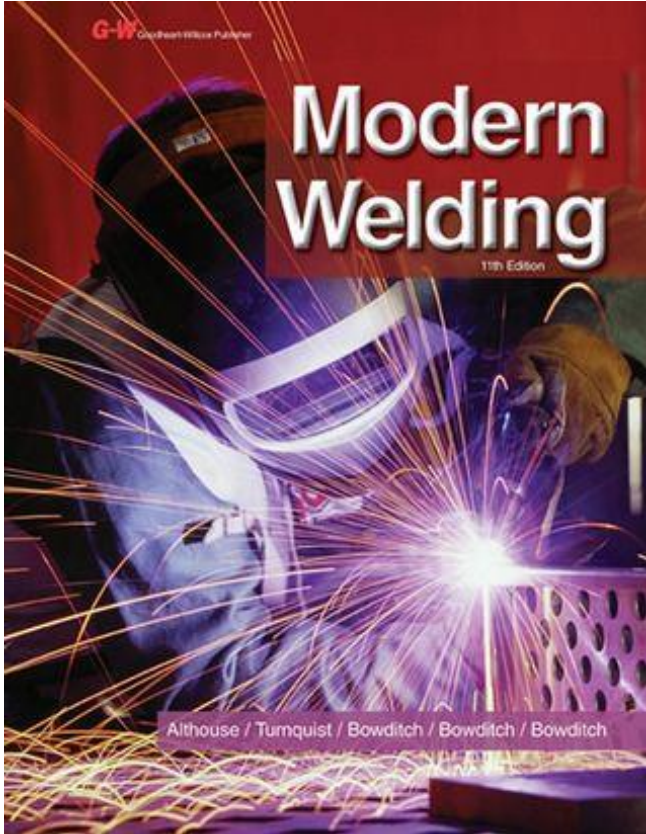
*All portions of AWA programs are offered on the AWA campus.*

**Faculty & Instructional Personnel:**

<b>Name</b>	<b>Title</b>
Quan Tran	Director of Training/Instructor
Alice Obenshain	Director
Bradley Rogers	Instructor
Andrew Obenshain	Compliance Officer/ Mechanical Engineer EI
Hector Diaz	Student Liaison/Instructor
Heath Hutchison	Instructor
Chase McCluskey	Instructor
Caden McCluskey	Assistant Instructor
Cassidy Goddard	Student Liaison

Study tool: <http://www.g-wlearning.com/welding/3286/index.htm#ch0>





OSHA 30 and 10 are neither accredited by COE nor qualify students to receive Title IV financial aid and are both non-Title IV programs. Both have \$50 non-refundable registration fees that are waived for AWA students (both past and present).

**The OSHA 30 certificate does not expire**

**OSHA 30 is Not Approved for Veteran Training**

**Safety: OSHA 30 Construction Safety and Health: *The OSHA 30 program is a NON Title IV Program.*** This OSHA 30-Hour Construction Training covers health and safety workplace topics that will familiarize you with OSHA Construction standards. These topics will include OSHA Focus Four as well as a minimum of six elective topics as determined by the student make-up.

Introduction to OSHA Inspection Procedures

Hazard Communication Fire Detection and Protection

Safety and Health Programs Recordkeeping

Exit routes/ Emergency Action Electrical

**Please Note:** Once students have successfully completed and passed the OSHA 30-Hour course, they will be awarded a certificate of completion to act as temporary proof of successful completion. Once the OSHA card is received either in the mail or in person, the OSHA Education Center certificate of completion will no longer be necessary.

Associations, agencies, and governmental bodies

**Department of Education:** AWA received its initial program participation agreement for the Secretary of the department in 2018.

**Council on Occupation Education:** ARKANSAS WELDING ACADEMY was awarded its National Accreditation from the Council on Occupation Education (COE) in July 2018 and adheres to the rules, regulations and standards of quality of the Commission.

**American Welding Society:** ARKANSAS WELDING ACADEMY was certified by the American Welding Society in July 2013 and adheres to the quality and standards therein.

**Arkansas State Board of Private Career Education:** ARKANSAS WELDING ACADEMY is licensed by the Arkansas State Board of Private Career Education in May 2013 and adheres to the rules and regulation of the Arkansas Higher Education Law.

Arkansas Welding Academy is authorized by the Arkansas State Board of Private Career Education #581 to offer Postsecondary Programs. All communications, updates, requests for state approval are done through the Arkansas Department of Higher Education:

- [Adhe.edu/private/career/education](http://Adhe.edu/private/career/education)
- 423 Main St. Suite 400, Little Rock Ar. 72201
- Phone: 501-371-2000
- Fax: 501-371-8000
- [Alana.boles@adhe.edu](mailto:Alana.boles@adhe.edu)

*If a student or individual wishes to obtain the documents describing accreditation, approval, or licensing they can make a request by calling, emailing, or visiting the admissions office.*

Andrew Obenshain, Compliance Officer

Phone: 501-982-9353

Email: [ajobenshain@arkansasweldingacademy.edu](mailto:ajobenshain@arkansasweldingacademy.edu)

Address: 1920 N. Redmond Rd. Jacksonville Ar, 72076

## Services and Facilities for Students with Disabilities

### §668.231 Definitions.

The following definitions apply to this subpart:

(a) *Comprehensive transition and postsecondary program* means a degree, certificate, nondegree, or noncertificate program that—

(1) Is offered by a participating institution;

(2) Is delivered to students physically attending the institution;

(3) Is designed to support students with intellectual disabilities who are seeking to continue academic, career and technical, and independent living instruction at an institution of higher education in order to prepare for gainful employment;

(4) Includes an advising and curriculum structure;

(5) Requires students with intellectual disabilities to have at least one-half of their participation in the program, as determined by the institution, focus on academic components through one or more of the following activities:

(i) Taking credit-bearing courses with students without disabilities.

(ii) Auditing or otherwise participating in courses with students without disabilities for which the student does not receive regular academic credit.

(iii) Taking non-credit-bearing, nondegree courses with students without disabilities.

(iv) Participating in internships or work-based training in settings with individuals without disabilities; and

(6) Provides students with intellectual disabilities opportunities to participate in coursework and other activities with students without disabilities.

(b) *Student with an intellectual disability* means a student—

(1) With a cognitive impairment characterized by significant limitations in—

(i) Intellectual and cognitive functioning; and

(ii) Adaptive behavior as expressed in conceptual, social, and practical adaptive skills; and

(2) Who is currently, or was formerly, eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1401), including a student who was determined eligible for special education or related services under the IDEA but was home-schooled or attended private school.

**Students with Disabilities:**

ARKANSAS WELDING ACADEMY does not discriminate against students and applicants on the basis of disability, in the administration of its educational and other programs. ARKANSAS WELDING ACADEMY reasonably accommodates qualified students (including applicants) with disabilities as defined by applicable law, if the individual is otherwise qualified to meet the fundamental requirements and aspects of the program of ARKANSAS WELDING ACADEMY, without undue hardship to ARKANSAS WELDING ACADEMY. For purposes of reasonable accommodation, a student or applicant with a disability is a person who has learning, physical or psychological impairment which limits one or more major life activities (such as walking, seeing, speaking, learning, or working).

**Policy for Disabilities:**

Students with disabilities are encouraged to contact AWA director or designee to privately discuss any accommodation needs. Arkansas Welding Academy ensures equal access to instruction through collaboration between students with disabilities, instructors, and Disability Services for Students (DSS). “Reasonable” means AWA permits no fundamental alterations of academic standards or retroactive modifications. For more information, please consult Director. Should you have a disability, including unseen disabilities such as learning disabilities, psychological health injuries (such as PTSD), or cognitive disabilities (such as brain injuries), that requires reasonable accommodations, please contact the Director. Any disability that may present a physical danger when exposed to welding MUST be cleared by a Doctor and not be against any applicable welding or OSHA regulations before being considered for admission to Arkansas Welding Academy.

**Student Responsibilities:**

Although Section 504 and Title II apply to postsecondary schools, there are different responsibilities you will have as a postsecondary student than you had as a high school student. The Office of Civil Rights strongly encourages students to know their responsibilities and those of postsecondary schools under Section 504 and Title II (see OCR publication Students with Disabilities Preparing for Postsecondary Education, web address: <http://www2.ed.gov/about/offices/list/ocr/transition.html>).

Students at Arkansas Welding Academy are responsible for:

- ✓ Acting as their own self-advocate.
- ✓ Meeting with their instructors and requesting accommodations.
- ✓ Initiating the use of approved accommodations.
  - Due to the risk of violating confidentiality, instructors will not initiate accommodations.
  - It is the student’s responsibility to decide when and/or if approved accommodations will be exercised.
- ✓ Requesting a review of their accommodation agreement if they feel additional accommodations are needed.

AWA Staff to Contact for Information

Name	Title	Number	Email
Alice Tran	Director	(501)982-9353	<a href="mailto:info@arkansasweldingacademy.edu">info@arkansasweldingacademy.edu</a>
Andrew Obenshain	Engineer EI	(501)982-9353	<a href="mailto:ajo@arkansasweldingacademy.edu">ajo@arkansasweldingacademy.edu</a>
Bradley Rogers	Instructor	(501)982-9353	<a href="mailto:brad@arkansasweldingacademy.edu">brad@arkansasweldingacademy.edu</a>
Hector Diaz	Student Liaison	(501)982-9353	<a href="mailto:diaz@arkansasweldingacademy.edu">diaz@arkansasweldingacademy.edu</a>
Quan Tran	Instructor	(501)982-9353	<a href="mailto:quan.tran7018@gmail.com">quan.tran7018@gmail.com</a>
Heath Hutchison	Instructor	(501)982-9353	
Chase McCluskey	Instructor	(501)982-9353	
Caden McCluskey	Assistant Instructor	(501)982-9353	
Cassidy Goddard	Student Liaison	(501)982-9353	<a href="mailto:cg@arkansasweldingacademy.edu">cg@arkansasweldingacademy.edu</a>

*Hours of Operation:* Mon-Fri 8:00 a.m. to 4:30 p.m.

Institutional policies and Sanctions related to copyright infringement

***Unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject the students to civil and criminal liabilities.***

**Summary of Penalties for Violation of Federal Copyright Laws:**

Copyright infringement is the act of violating any of a copyright owner’s **exclusive rights** granted by the federal Copyright Act. There are three elements that must be in place in order for the infringement to occur.

1. The copyright holder must have a valid copyright.
2. The person who is allegedly infringing must have access to the copyrighted work.
3. The duplication of the copyrighted work must be outside the **exceptions**.

The legal penalties for copyright infringement are:

1. Infringer pays the actual dollar amount of damages and profits.
2. The law provides a range from \$200 to \$150,000 for each work infringed.
3. Infringer pays for all attorney’s fees and court costs.
4. The Court can issue an injunction to stop the infringing acts.
5. The Court can impound the illegal works.
6. The infringer can go to jail.



**Institutional Policies:**

**ARKANSAS WELDING ACADEMY takes Copyrighting Infringement very serious. Whether it be distribution of Copyrighted material or unauthorized peer-to-peer file sharing, may subject the students to civil and criminal liabilities.**

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than **\$750** and not more than **\$30,000** per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to **\$250,000** per offense. For more information, please see the website of the U.S. Copyright Office at ([www.copyright.gov](http://www.copyright.gov)).

Works protected by copyright may be copied only with the copyright holder’s permission, unless the copying is considered a “fair use”. The Copyright Act provides for but does not clearly demarcate the boundaries of fair use. Thus, a determination using the available standards and guidelines should be undertaken before making copies of a copyrighted work without permission of the copyright holder.

*Students who commit copyright infringement will be subject to a disciplinary hearing with AWA staff and federal sanctions described above.*

### Transfer Hour Policy

Credit may be awarded for Credit or contact hours successfully completed at another institution. Students wishing to obtain transfer credit must submit an official transcript to AWA for evaluation. Determination is dependent upon institution accreditation, AWS SENSE Program, coursework, and weld test. Credit must be awarded before the student begins attending Arkansas Welding Academy. Students may not receive more than 25% of total hours from transfer credit.

Arkansas Welding Academy contact hours may or may not be transferable to another institution.

Transfer hours are recorded on the student's permanent record. Decisions concerning the acceptance of transfer hours are at the discretion of the administrator. Registration fee will apply. In addition, the student will be charged based on the current tuition rate and how many hours are needed for completion.

AWA does not have an articulation agreement with other schools (an agreement that allows credit/hours to be transferred to other institutions).

### Documents Describing Accreditations and Grievance Procedures

AWA will make available for review to any enrolled or prospective student upon request, a copy of the documents describing the institution's accreditation and its State, Federal, or tribal approval or licensing. AWA will also provide its students or prospective students with contact information for filing complaints with its accreditor and with its State approval or licensing entity and any other relevant State official or agency that would appropriately handle a student's complaint.

#### **Grievance Procedures:**

##### State Grievance Policy

Arkansas Welding Academy promotes a positive learning environment and has developed policies and procedures to support this. However, it is recognized that from time to time, students will have concerns, problems or complaints about an aspect of their training. A grievance could, for example, include concerns about a grade or a problem in their learning environment. This policy and procedure has been developed to support students who feel that they have a grievance.

The procedure provides students with a clear and specific mechanism for resolving their grievances quickly, fairly and consistently, to help to maintain effective learning relationships. Students will not be treated any less favorably or suffer any detriment in their learning, as a result of raising a grievance under this procedure.

The policy, procedure and accompanying guidance provides advice on the informal resolution of grievance issues and in situations where informal resolution is deemed inappropriate, or has been unsuccessful, provides advice for students, teachers, and AWA staff regarding the formal grievance procedure.



This policy has also been developed in line with the Arkansas Welding Academy and The Arkansas State Board of Private Career Education equality and diversity policies under the Arkansas State Board of Higher Education

### **What is a grievance?**

Definition: A grievance is a concern, problem or complaint that a student raises with Arkansas Welding Academy. A grievance could, for example, include concerns about a grade or a problem in their learning environment

### **Policy Statement**

The purpose of this Policy is to:

- Support Arkansas Welding Academy and students to resolve grievance matters promptly and effectively.
- Encourage open communication between Arkansas Welding Academy and students to aid the early and where possible, informal resolution of grievance matters.
- To ensure a fair, reasonable, and consistent procedure is adopted for all grievances.

### **Policy and Procedure Scope**

The Grievance Policy and Procedure applies to all students of Arkansas Welding Academy.

If a student wishes to raise a grievance it may be more appropriate to raise as concern in the attempt to easily resolve without due process.

The Grievance Policy and Procedure for Arkansas Welding Academy is not permissible to be utilized to raise the same issues that have been raised and exhausted under another policy including disciplinary matters.

All the documents mentioned in this section are available in the Director's office or can be provided by your teacher.

### **Roles and Responsibilities**

#### **The Director and School Board:**

- The Director and Advisory Committee are responsible for approving this grievance policy for Arkansas Welding Academy.
- The Director and Advisory Committee are also responsible for hearing grievances and grievance appeals as necessary or appropriate under the procedure.
- The Director and Advisory Committee are responsible for ensuring the fair and consistent application of policy and ensuring that local procedures are in place to manage grievance matters.

**Teachers:**

- Director of training/teachers are responsible for ensuring the fair and consistent application of policy and ensuring that local procedures are in place to manage grievance matters.
- Encourage open and effective communication with employees, thereby enabling employees to voice any concerns or problems which may impact on work.
- Ensure all employees are aware of and understand the Grievance Policy and Procedure.
- Address issues informally, in the first instance, wherever possible.
- Adopt a fair and consistent approach when dealing with grievance matters.
- Maintain written records of any grievance matters/cases and ensure confidentiality is maintained.

**Students:**

- Communicate any concerns or problems which may impact on learning to Arkansas Welding Academy teacher/Staff without delay.
- Ensure that you are aware of and understand the Grievance Policy and Procedure.
- Actively participate in the grievance process.

**AWA Director:**

- Develop and maintain appropriate policies and procedures, conduct ongoing research and identify best practice.
- Consult with students, student representative groups, Directorate HR representatives, management teams, and advisory board to establish, develop, and review effective policies and procedures.
- Ensure effective communication of the Grievance Policy and Procedure for Arkansas Welding Academy.
- Ensure that the Grievance Policy and Procedure for Arkansas Welding Academy is applied consistently and fairly by Director of training/teachers.
- Provide support and guidance to Governing Bodies, Director of trainings, Teachers and Students regarding grievance matters.

**General Principles**

The following principles should be maintained throughout the grievance process:

- Director of training/teachers and students should always seek to resolve grievance issues at Arkansas Welding Academy, informally prior to invoking the formal Grievance Procedure for Arkansas Welding Academy.
- It is imperative that basic principles of fairness are followed when dealing with grievance cases and that they are dealt with in a reasonable manner.
- Director of training/teachers and students should act consistently throughout the grievance process.
- Director of training/teachers and students should raise and deal with grievance issues promptly and should not unreasonably delay meetings, decisions or confirmation of decisions.

- Students' should be allowed to be accompanied by a 'companion' at any formal grievance meeting. The chosen companion may be a fellow student.
- All meetings should be held in private and at a time and place that is reasonable for the student and any person accompanying them. If either the student or their 'companion' has any special requirements, they should inform the advisory board prior to the meeting and, where appropriate, reasonable adjustments will be made. The purpose of each meeting throughout the grievance process is to try to resolve the grievance satisfactorily. Everyone involved in dealing with the grievance should ensure that discussions are open and constructive.
- Any necessary investigations should be carried out to establish the facts of the case.
- A student should be allowed to appeal against any formal decision made.
- Director of training/teachers and Students should keep a written record of any grievance cases they deal with. Such records should be treated as confidential and retained for a period of five years.

Where a specific grievance has been dealt with under the formal Grievance Procedure, the same grievance cannot be raised again later. This provision stands even where a student feels the grievance has not been resolved to their satisfaction.

This provision does not prevent a student from pursuing filing a complaint with the Arkansas State Board of Private Career Education or The Council On Occupational Education.

### **Grievance Procedure**

When raising a grievance, Students should follow the procedure detailed below.

#### Informal Stage:

Grievances should always be raised informally at the earliest opportunity with a student's teacher, where appropriate. A quiet word is often all that is needed and concerns, problems and complaints can often be easily resolved at this stage, enabling effective learning relationships to be maintained. If the teacher is unavailable (e.g. due to holiday, sickness, etc) or is not the most appropriate person to report the matter to, the student should contact the next most senior person.

If the grievance is against the teacher, the student should first work with the teacher to find an informal resolution where appropriate and possible.

Director of training/teachers should encourage effective communication and open discussion with students to enable them to feel able to voice any concerns they may have and to ensure that grievance matters are resolved quickly and effectively at the informal stage.

#### Formal Procedure:

When it is not possible or appropriate to resolve a grievance informally, students should raise the matter formally and the formal Grievance Procedure detailed below should be followed:

**STAGE 1- RAISING A GRIEVANCE**

- 1.1 To raise a formal grievance a student must submit a written statement to their teacher/ Director of training without unreasonable delay, (as long as their Director/teacher is not the subject of the grievance). Wherever possible the grievance should be made using the form attached at Appendix 1. The written statement must set out the nature of the grievance and detail how the student would like the grievance to be resolved.
- 1.2 Where it is unclear if the written statement received is intended to be treated as a grievance, the recipient of the written statement shall seek to clarify this without unreasonable delay.
- 1.3 The Teacher/Director of Training should arrange for a formal grievance meeting to be held without unreasonable delay, after a grievance has been received.
- 1.4 Students should be notified of their right to be accompanied by a ‘companion’ at the formal grievance meeting. The chosen companion may be a fellow student. To exercise the right to be accompanied a student must first make a reasonable request. What is reasonable will depend on the circumstances of each individual case.
- 1.5 Director of training/teachers, students and their companions should make every effort to attend the grievance meeting.
- 1.6 During the grievance meeting the student, should be allowed to explain their grievance and how they think it should be resolved. The companion should be allowed to address the grievance hearing to put and sum up the student’s case, respond on behalf of the student to any views expressed at the meeting and confer with the student during the hearing.
- 1.7 Consideration should be given to adjourning the grievance meeting for any investigation that may be necessary, and the investigation should be carried out without unreasonable delay. The meeting should then be rearranged without unreasonable delay and within a timescale agreed upon by all parties.
- 1.8 Following the grievance meeting the Director of Training/teacher and/or advisory committee should decide on what action to take, if any.
- 1.9 The Director of Training/teacher should notify the student of the decision, in writing, without unreasonable delay. The letter, where appropriate, should set out what action the Director of training/teacher intends to take to resolve the grievance. Where a student’s grievance is not upheld the reasons for not upholding the grievance should be carefully explained in the letter. The student should also be informed that they can appeal if they are not content with the decision and any action taken.  
(see Appendix 2)

**STAGE 2**

- 2.1 Following receipt of the Director of Training/teacher’s notification of their decision, where a student feels that their grievance has not been satisfactorily resolved, they may decide to submit an appeal.

- 2.2 In order to appeal a student should submit a written statement within **10** working days of receiving the notification of the decision. Should an appeal not be received within this timescale it will be considered that the grievance has been resolved. Wherever possible the appeal should be made using the form attached at Appendix. The written statement should clearly state the grounds for the student's appeal. All appeals at this stage should be submitted to the Appeals Committee of the Governing Body of the Arkansas Welding Academy.
- 2.3 Appeals should be heard by the Appeals Committee of the Governing Body of Arkansas Welding Academy. The appeal should be heard without unreasonable delay and at a time and place which should be notified to the student in advance. The appeal should be dealt with impartially and wherever possible by someone who has not previously been involved in the case.
- 2.4 Students have the right to be accompanied at any such appeal hearing.
- 2.5 The outcome of the appeal should be communicated to the student, in writing, without unreasonable delay. The decision of the Appeals Committee will be final.

**Please Note: Grievances' raised by past students-Arkansas Welding Academy is not required to deal with a grievance raised by a past student, as the Grievance Procedure focuses on resolving disputes with students. However, although not required, issues raised by past students will receive a written response from the Arkansas Welding Academy.**

Arkansas State Board of Private Career Education Complaint Process

**423 Main Street**

**Little Rock, Ar 72201**

**Phone: (501)371-2000**

**Fax: (501)682-6399**

**Email: [alana.boles@adhe.edu](mailto:alana.boles@adhe.edu)**

If a student believes that their rights have been violated, we always suggest they first, seek to resolve the problem by following the Arkansas Welding Academy (AWA) complaint process. Next, meet with the AWA School Administrator and discuss their concerns with him/her. If the problem is not solved at the school level, the student may then contact us at 501-371-2000. We will take the following steps to resolve the problem:

- A complaint form is mailed to the student (complaints must be submitted in writing on the forms provided).
- Once the completed form has been returned to us, we forward the complaint to the school administrator.
- The school administrator then has ten (10) calendar days to respond in writing to this complaint.
- The school's response is then forwarded to the student for review.

- The student then has ten (10) calendar days from receipt to respond in writing. If additional correspondence is not received from the student by the tenth (10th) calendar day after receipt by the student, the school's response shall be considered accepted by the student.
- At any time, the Board Staff may attempt to seek an informal resolution of the complaint.

#### The Council On Occupational Education Complaint Process

*Arkansas Welding Academy is accredited by the Commission of the Council on Occupational Education.*

**7840 Roswell Rd. Building 300, Suite 325**

**Atlanta, GA 30350**

**Telephone: 770-396-3898/ FAX: 770-396-3790**

[www.council.org](http://www.council.org)

The procedures to be followed by the Commission on complaints concerning alleged injustices or unethical practices by applicants, candidates, and accredited institutions will depend upon the nature of the charges and the documents on submitted.

A complaint may be defined as any formal notification as provided to the Commission alleging violations of the standards, criteria, conditions, policies, and/or procedures of the Commission. A complaint may be brought against an institution by one or more parties, including students, instructors, administrators, state or federal agencies, employers, vendors, another institution, or others. A complaint may also take the form of a lien, lawsuit, disciplinary action, negative action by another accrediting body or a regulatory agency or board, or a decision of a criminal or civil court. Complaints that do not relate to the Commission's standards, criteria, conditions, policies, and/or procedures are referred to the appropriate federal or state agency. When a complainant is associated with an institution on or in some capacity and contacts the Commission in person or by telephone, the complainant is asked whether institutional grievance procedures have been followed. If not, it is recommended to the complainant that he or she do so prior to making a formal complaint to the Commission. The complainant is also told to submit the complaint in writing, to address the complaint specifically to the Commission, and to include any supporting documentation. The complaint must be signed and must provide the name and mailing address of the complainant. The Commission may review any oral or written complaint that alleges a safety or health problem at a candidate or accredited institution.

#### A. Written Complaints

The Commission considers and processes all written and signed complaints regarding applicant, candidate, and accredited institutions. All complaints received by the Commission are acknowledged by written reply to the complainant upon receipt. Complainants are requested to furnish additional information that will substantiate the allegations set forth within 14 days of the date of the letter of acknowledgment from the

Commission. The acknowledgment letter also informs the complainant (when associated with the institution) that it is assumed he or she has exhausted the grievance procedures of the institution prior to submitting the complaint.

#### B. Grievance Certification on A Complaint

Certification form is sent along with the acknowledgment letter to the complainant. This form is completed and attests either that all grievance procedures have been exhausted, or that grievance procedures have not been followed due to reasons stated on the form. The form is signed, dated, and returned. (See Complaint Certification on and sample letters.) Uncertified complaints will not be processed.

#### C. Institution Notification

After receiving any additional information as requested from the complainant that substantiates the allegations of the complainant, the complaint is sent to the institution requesting that a written reply be furnished to the Commission within 21 calendar days from the date of the letter. The standard form letter informs the institution that the complaint, if true, may be a serious violation of the Commission's standards, criteria, conditions, policies, and/or procedures and requires a reply with documentation that: (a) the complaint has been resolved; (b) the complaint has no merit and documentation is offered in support of this position; or (c) the complaint has merit and documentation is offered to support changes that will eliminate such complaints in the future. The institution is informed that the complaint, together with the institution's response, will be taken to the Commission for review and appropriate action. Documents submitted by an institution in response to a complaint filed with the Council are subject to review only by the Commission and the Council staff.

#### D. Commission Review

The Commission, or the Commission Executive Committee acting on behalf of the Commission, then determines whether the complaint has merit or not, and considers whether the institutional response is adequate. The Commission or the Commission Executive Committee will then take appropriate action within 21 days which may include one or more of the following:

1. **Resolution of the Complaint:** A letter informs both the complainant and the institution that the Commission believes the matter to be resolved. The letter to the institution may contain a stern warning that a similar complaint in the future will cause the institution's accreditation to be in jeopardy. The resolution of the complaint may be a result of actions upon the merits of the complaint and the institutional response, or upon additional information obtained by staff and/ or a special evaluation team.

2. **Deferral of Action for Additional Information:** The Commission or the Commission Executive Committee may request additional information concerning the matter either from the institution, the complainant, or other sources including state, federal, or accreditation agencies.

3. **Deferral of Action for Site Visit:**



The Commission or the Commission Executive Committee may request a focused review team to obtain additional facts from the complainant, the institution, and/or other agencies.

#### 4. Placement of Institution on Conditional Status:

When it appears that serious violations of standards, criteria, conditions, policies, and/or procedures have occurred, the Commission or the Commission Executive Committee may immediately issue a Notification of Apparent Deficiency, place the institution on Probation status, or issue a Show Cause Order, which gives the institution 30 calendar days to respond in writing. The notification sets forth: (1) the particular standard, criterion, condition, policy, and/or procedure apparently violated; (2) the nature of the violation as it relates to the standard, criterion, condition, policy, and/or procedure; and (3) the evidence of the violation. The Commission or the Commission Executive Committee may also place the institution on Warning status. Notices of Probation, Warning, and Show Cause status are sent to all appropriate state, federal, and accrediting agencies with a request for any additional information from them concerning the institution. (This process also informs the agencies of possible violations of federal or state law.)

#### 5. Removal of Conditional Status:

When the Commission or the Commission Executive Committee receives documentation that the institution has complied with the requirements imposed upon it as a result of the complaint, then the conditional status is removed and letters are issued to appropriate state, federal, and accrediting agencies announcing this action. Depending on the nature of the situation and compliance requirements, the complainant may or may not be informed of this action.

#### 6. Severance of Its Relationship with the Institution:

For serious unethical conduct, the Commission or Executive Committee may act to sever the Council's relationship with the institution by issuing a letter dropping the institution from accredited or candidate status. A copy of this letter is also sent to appropriate state, federal, and accrediting agencies. If the institution is an applicant for candidacy (having no actual candidate or accredited status with the Commission) and has been found in serious violation of standards, criteria, or conditions, the Commission may sever its relationship by issuing a letter Denying the Application with Cause and copying this letter to the appropriate state, federal, and accrediting agencies.

### E. Due Process and Privacy Rights

In all instances, the Commission recognizes the rights of Due Process, the rights of



Privacy and Confidentiality, and the rights of Appeal. Complainants and/or institutions may request or be requested to appear before the Commission. Such appearances, however, are for purposes of obtaining information and are not adversarial; and, therefore, they do not bear the weight of law. Whenever there are indications to the contrary, the Council's general counsel advises the Commission as to next steps in dealing with the matter.

#### F. Third Parties

Although complainants may contact other agencies who in turn also submit copies of the complaint to the Commission, it is the position of the Commission to deal only with the complainant and the institution in resolving the matter. For this reason, third parties are not necessarily informed regarding the action of the Commission unless specifically requested to do so. However, any conditional status imposed upon an institution will result in certain agencies being notified as appropriate. The Commission will not intervene on behalf of individuals in cases of disciplinary action or dismissal, or act as a court of appeals in such matters as admission, graduation, fees, financial aid, and similar points of issue.

#### G. Legal Representation

When a complainant or member institution is represented by legal counsel, the attorney must allow the client to submit material on his/her own behalf in writing or the lawyer will deal directly with the Council's general counsel. The Commission staff does not communicate in oral or written form with attorneys on either side of an adversarial proceeding involving parties other than the Commission.

#### H. Commission Staff Perspective

The Commission's staff does not evaluate the merits of a complaint. What appears to be a frivolous or arbitrary complaint may be so due to the inability of the complainant to convey in words the serious nature of the allegations. Even when the complaint appears to be a hoax or is vindictive in nature, it is sent immediately to the institution for response so that the institution can take whatever action as is indicated. Whenever the Commission receives a written communication alleging improprieties of any kind on the part of a candidate or member institution, the Commission believes the school should know about it.

#### I. Issues of Serious Public Concern

The Commission and staff have a keen responsibility to recognize and act upon emergency complaints. When it appears that a complaint is of such magnitude or is of such a serious nature as to require immediate action, the complaint may be taken directly to the Commission Executive Committee or the Commission via telephone conference call for review and appropriate action. When neither the Commission nor the Commission Executive Committee is in session, the Executive Director may act on behalf of the Commission in response to such an emergency situation. Such matters as front-page news stories involving alleged improprieties, for example, may require an immediate inquiry on the part of the Commission.

#### J. Complaints Against the Commission

If the Commission receives a formal written complaint from a school regarding a COE Commissioner or staff member, the Commissioner or staff member will be notified and given a copy of the complaint. The Commissioner or staff member will be given an opportunity to respond to the complaint; however, a response is optional. The complaint and any response will be reviewed by the Executive Committee in the absence of the individual against whom the complaint was lodged, to determine what, if any, action is appropriate or required.

#### K. Timeliness of Complaint Process

The Commission processes all written and signed complaints (that also provide the complainant's name and address) alleging safety or health matters immediately upon receipt. Members of the Commission Executive Committee provide timely review and response and make recommendations for resolving the complaint or continuing the review. The Commission attempts to resolve all complaints within 60 days. However, if the Commission or Council staff requests additional documentation from either the complainant or the institution, additional time may be required for the resolution of the complaint.

Council on Occupational Education COMPLAINT CERTIFICATION

**(Please Print or Type)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Home) (\_\_\_\_\_) \_\_\_\_\_ (Work) (\_\_\_\_\_) \_\_\_\_\_

Complaint Against (Name of Institution): \_\_\_\_\_

Address of Institution: \_\_\_\_\_

Have you contacted the institution and exhausted all grievance/complaint procedures, including speaking with the director or chief executive officer prior to submitting your complaint to outside agencies such as the Council on Occupational Education?

YES \_\_\_\_ NO \_\_\_\_

If "NO", please provide the reasons why you have not made every effort to resolve this problem with institutional officials prior to requesting outside assistance. (Use the back of this page if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach any additional supporting documents/evidence to substantiate your claim.

I certify that the information presented above and attached hereto is true, accurate, and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Complainant

**Mail this completed form and all supporting documentation for receipt within 14 days of the date of the enclosed letter of transmittal to the Council on Occupational Education, 7840 Roswell Road, Building 300, Suite 325, Atlanta, GA 30350.**

## Payment Periods

The institution has set up payment periods with the assistance of the Financial Aid Administrator, and the Business Administrator. ARKANSAS WELDING ACADEMY is a clock hour school and payment period is defined not only in clock hours but also in weeks of instructional time.

Arkansas Welding Academy has open enrollment. The program is a 26-week standard term that comprise the academic year for all undergraduate programs. Full-time students earn at least 29 credit hours or 910 clock hours within the academic year. For FSA purposes, payment periods correspond with standard academic terms. AWA disburses FSA funds no earlier than 30 calendar days after the first day of classes and after the end of the drop/add period each term for first time borrowers. After the close of registration, each aid recipient's enrollment status is checked by reviewing an enrollment roster from the Records and Registration Office. Pell Grant funds are adjusted to match each student's enrollment status (full-time, three-quarter time, half-time, less-than half time if applicable). FSA funds are disbursed through electronic transmission to the Business Office.

A payment period is defined as an increment equal to half of the academic year (910 contact hours). For programs, less than an academic year, total clock hours will be divided into two equal parts, which then becomes that program's payment period in clock hours. For example,  $910 \text{ clock hours} / 2 = 455 \text{ clock hours}$  become the payment period. The student will have two payment periods in the 910-clock hour program.

**Methods for disbursements:** Once federal aid comes into the dedicated federal funds account it is applied to the student's ledger. Students are notified of when and how much funds have been applied to their account.

### AWA Drug Policy

ARKANSAS WELDING ACADEMY will annually make available and/or distribute in writing to each student and each employee the following:

- Standards of conduct that clearly prohibit the unlawful possession, use or distributing of illicit drugs and alcohol by students and employees on the school's property or as part of any of the school's activities
- Descriptions of applicable sanctions under state, local, and federal law (student handbook)
- Description of health risks
- Description of available counseling, treatment, rehabilitation, or re-entry programs.

ARKANSAS WELDING ACADEMY is designated as Drug Free Zones that assures compliance with Public Law 101-226. The school abides by all state, federal, and local laws pertaining to alcohol and will enforce underage drinking laws. It is unlawful to possess, use, or distribute illicit drugs on ARKANSAS WELDING ACADEMY property or at any school sponsored event located on the property or any other property. ARKANSAS WELDING ACADEMY prohibits the consumption, possession, or distribution of alcohol on school grounds.

Smoking is not permitted in any classroom or other facility that any is required to occupy, or which is occupied by students, faculty, staff and/or administrator. Smoking is only allowed at locations outside the main building in the designated smoking areas.

ARKANSAS WELDING ACADEMY believes that the impairment of any employees and/or students due to his or her use of illegal drugs or due to alcohol abuse is likely to result in the risk of injury to others, the impaired employee, and student or to third parties, such as clients or business guest. "Impairment" or "being impaired" means that a person's normal physical or mental abilities or faculties while at work have been affected by the use of illegal drugs or alcohol.

The impairment of students or employees while at work is guilty of a major violation of the school policy and is subject to severe disciplinary action. Severe disciplinary action can include suspension, dismissal or any other penalty appropriate under the circumstances. The use, possession, transfer or sale of any illegal drugs on campus premises or in any ARKANSAS WELDING ACADEMY site is prohibited. If any student and/or employee violate this rule are subject to severe disciplinary action. All disciplinary actions will be administered at the sole discretion and determination of ARKANSAS WELDING ACADEMY. When there is a violation of this policy ARKANSAS WELDING ACADEMY may notify appropriate authorities. Such notice will be given "only" after such an incident has been investigated and reviewed by the Administration and/or Owner of Arkansas Welding Academy.

**SCHOOL SANCTIONS:**

Violation of school drug/alcohol by students, faculty, or staff will result in disciplinary action. The disciplinary action could be a written reprimand, suspension, dismissal, reduction in pay, expulsion, or termination. This is for students and/employee accordance to the School’s Code of Conduct policy. All illegal activities of substance abuse/ and/ or alcohol could result in criminal prosecution as well, under state and federal laws, including section 22 of the Drug Free Schools and Campuses Act Amendment of 1989 (Public Law of 101226).

**LEGAL SANCTIONS:**

In Arkansas, it is unlawful to produce, manufacture, distribute, dispense, or possess illegal drugs. The most common illegal drugs on college campuses are marijuana, opium derivatives, hallucinogens, depressants, cocaine, cocaine derivatives, and amphetamines. The Criminal Code of Arkansas carries specific penalties for the possession and use of illegal drugs. It is also unlawful in Arkansas for anyone under 21 years of age to purchase or possess any alcoholic beverages for any reason, in any place open to the public. Operating a Vehicle While Intoxicated, driving under the influence of alcohol is illegal in Arkansas.

The sale or use of alcohol and illegal drugs is not permitted in this school or its adjacent parking facilities. Anyone observed using illegal drugs and any underage alcoholic consumption will be referred to local police authorities. Use of any alcoholic or illegal drug during school hours while on school property (or off the property while on the clock) or at any event that represents the school, will be grounds for immediate termination of enrollment or employment.

The chart below illustrates the period of ineligibility for FSA funds, depending on whether the conviction was for sale or possession and whether the student had previous offenses. A conviction for sale of drugs includes convictions for conspiring to sell drugs:

	<b>Possession of illegal drugs</b>	<b>Sale of illegal drugs</b>
<b>1st offense</b>	1 year from date of conviction	2 years from date of conviction
<b>2nd offense</b>	2 years from date of conviction	Indefinite period
<b>3+ offenses</b>	Indefinite period	

FSA Handbook Volume 1, Ch. 1

This school has in place a Drug and Alcohol Abuse Prevention Program required under Public Law 101-226, in the form of informational brochures. Students may also seek confidential counseling for referrals to treatment and rehabilitation centers with the Director /Administrator of the school. AWA reviews the drug prevention program biennially looking at the effectiveness, number of drug/ alcohol violations, number of sanctions imposed, and ensure that the sanctions are consistently enforced.

**Arkansas Welding Academy** is committed to protecting the safety, health and well-being of all students, employees and other individuals in our school. We recognize that alcohol abuse and drug use pose a significant threat to our goals. AWA feels an obligation to help eradicate alcohol and other drug abuse on our campus and beyond. We have established a drug-free school prevention program accessible to students and employees and complies with the standards set forth by the Drug-Free Schools and Communities Act Amendments of 1989. This balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- Arkansas Welding Academy encourages ALL to voluntarily seek help with drug and alcohol problems.

**Covered Workers** Any individual who is a student, conducts business for the organization, is applying for a position, or is conducting business on the organization's property is covered by our drug-free school policy. Our policy includes, but is not limited to CEO, executive management, full-time employees, part-time employees, off-site employees, contractors, applicants, and students.

**Applicability** Our drug-free school policy is intended to apply whenever anyone is training, testing, is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on organization property, and during training.

**Prohibited Behavior** It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Students and employees must follow state and federal laws and Arkansas Welding Academy policies at all times.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any student or employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the student, employee, fellow employees or the public, it is that person's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe working or training practices. Irresponsible behavior while under the influence of alcohol, illicit substances, legally prescribed medications or over the counter medications is not condoned and shall be subject to review and/or action by the appropriate judicial body. Arkansas Welding Academy shall develop an alcohol awareness and use policy, which shall be made available to its new and continuing students each session.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free school policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

### **Some Applicable Arkansas Laws**

1. No person under the age of 21 may legally consume or possess alcohol in Arkansas.
2. It is illegal to be so intoxicated in a public place that you are likely to endanger yourself or others or be unreasonably annoying to others. This is a Class C misdemeanor (with a Class A as the most serious), and may result in fines and incarceration.
3. Driving a motor vehicle with .08% or more blood alcohol content is a Class A misdemeanor that, in addition to incarceration and heavy fines, will result in a suspension of driving privileges from 120-180 days for the first offense. Driving with a license suspended for DWI may result in incarceration for ten days and a \$1000 fine. Refusing the chemical test for blood alcohol content may result in a 180-day suspension of driving privileges for the first offense. In the event of an accident involving a fatality, a blood alcohol content of .08% or higher may result in a charge of manslaughter, even though the driver did not set out to intentionally harm anyone.
4. A person under the age of 21 operating a motor vehicle with .02% but less than .08% blood alcohol content commits the offense of Underage Driving Under the Influence. The penalties include suspension of driving privileges for up to 120 days for the first offense, fines up to \$500, public service work at the discretion of the court, and mandatory attendance at an alcohol and driving education program.



5. Arkansas statutes 5-27-501 through 503 are aimed at preventing persons under 21 from using altered identification to purchase alcohol. Manufacturing, altering, or distributing altered personal identification for this purpose, is a Class C felony punishable by up to ten years in prison. Possessing altered identification is a Class B misdemeanor punishable by up to 90 days in jail and revocation of driving privileges for up to 12 months or age 18, whichever is shortest.
6. Possession of more than one ounce of marijuana or possessing it in a form to facilitate distribution is a felony offense. Possession of any usable amount of any other illegal narcotic is a felony. The penalties range from probation to life in prison. Recently in an effort to combat the manufacture of methamphetamine, legislation was enacted to control ephedrine, pseudoephedrine, and phenolpropanolamine. Possession of more than five grams of ephedrine or more than nine grams of pseudoephedrine or phenolpropanolamine is a felony and prima facie evidence of the intent to manufacture methamphetamine. These substances are often found in over-the counter sinus medications and diet pills.

## COMMONLY ABUSED DRUGS AND WITHDRAWAL SYMPTOMS

DRUG NAME	WITHDRAWAL SYMPTOMS
<b>Marijuana</b>	<i>Irritability</i> <i>Trouble sleeping</i> <i>Decreased appetite</i> <i>Anxiety</i>
<b>Prescription Opioids</b>	<i>Restlessness</i> <i>Muscle and bone pain</i> <i>Insomnia</i> <i>Diarrhea</i> <i>Vomiting</i> <i>Cold flashes with goose bumps</i> <i>Leg movements</i>
<b>Prescription Sedatives &amp; Tranquillizers</b>	<i>Seizures</i> <i>Shakiness</i> <i>Anxiety</i> <i>Agitation</i> <i>Insomnia</i> <i>Overactive reflexes</i> <i>Increased heart rate, blood pressure, and temperature with sweating</i> <i>Hallucinations</i> <i>Severe cravings</i>
<b>Prescription Stimulants</b>	<i>Depression</i> <i>Tiredness</i> <i>Sleep Problems</i>
<b>Steroids</b>	<i>Mood swings</i> <i>Tiredness</i> <i>Restlessness</i> <i>Loss of appetite</i> <i>Insomnia</i> <i>Lowered sex drive</i> <i>Depression</i>
<b>Tobacco</b>	<i>Irritability</i> <i>Attention problems</i> <i>Sleep problems</i> <i>Increased appetite</i>

Withdrawal symptoms can be severe. Patients experiencing withdrawal from these substances, especially prescription and illicit opioids, should seek immediate medical attention.

**Notification of Convictions** Any student or employee who is convicted of a criminal drug violation in the workplace must notify Arkansas Welding Academy in writing within five calendar days of the conviction. Arkansas Welding Academy will take appropriate action within 30 days of notification. Federal contracting agencies or financial aid providers will be notified when appropriate. Note that any findings may result in the loss of Title IV Financial Aid.

**Searches** Entering Arkansas Welding Academy property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free school policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, wallets, purses, briefcases and lunchboxes, welding booths, desks and work stations, and vehicles and equipment.

**Drug Testing** To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for students or employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in student file or employee file and will remain confidential with limited access.

Each employee, as a condition of employment, will be required to participate in pre-employment, random, post-accident, reasonable suspicion and follow-up testing upon selection or request of management.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates and Benzodiazepines. AWA reserves the right to test for any additional illicit substances.

Testing for the presence of alcohol will be conducted by analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any student or employee who tests positive will be immediately removed from duty, required to pass a Return-to-Duty test and sign a Return-to-School or Return-to-Work Agreement and terminated immediately if he/she tests positive a second time or violates the Return-to-School or Return-to-Work Agreement.

A student or an employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

### **Consequences**

One of the goals of our drug-free school program is to encourage students and employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free school policy, the offer of employment or admission can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment or pre-admission drug test.

If a student or employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. Any student or employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be expelled from Arkansas Welding Academy or terminated from employment. Nothing in this policy prohibits the student or employee from being disciplined or discharged for other violations and/or performance problems.

### **Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, a student or employee **may** be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-School or Return-to-Work Agreement as a condition of continued enrollment or employment.

## **Assistance**

**Arkansas Welding Academy** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our students and employees, our drug-free school policy:

- Encourages students and employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages students and employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by Health Insurance. However, the ultimate financial responsibility for recommended treatment belongs to the student or employee.

## **Confidentiality**

All information received by Arkansas Welding Academy through the drug-free school program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

## **Shared Responsibility**

A safe and productive drug-free school is achieved through cooperation and shared responsibility. Instructors, management, and students have important roles to play.

All are required to not report to Arkansas Welding Academy or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, students and employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their Instructor or Director.



**Biennial Review:** AWA will make available, upon request, to the U.S. Department of Education and to the public, the information distributed to students and employees and the results of a biennial review of the school's program that:

- Determines the effectiveness of the program and implements needed changes
- Determines the number of drug and alcohol-related violations and fatalities that occur on the school's campus or as part of the school's activities, and are presorted to campus officials
- Determines the number and type of sanctions that are imposed
- Ensures that sanctions are consistently enforced

### Student Body Diversity

Fewer than 10 students enrolled in this program. These statistics have been withheld to preserve the confidentiality of the students.

### Disbursements for Books & Supplies

Special provisions for books and supplies: 34 CFR 668.164(m) In order to academically succeed in a program, a student must be able to purchase books and supplies at the beginning of the academic period. Therefore, by the seventh day of a payment period, a school must provide a way for a student who is eligible for FSA (PELL) funds to obtain or purchase the books and supplies required for the payment period if

- ◆ ten days before the beginning of the payment period, the school could have disbursed FSA funds to the student; and
- ◆ disbursement of those funds would have created an FSA credit balance.

The institution must consider all the FSA funds a student is eligible to receive at the time it makes the determination, but the school need not consider aid from non-FSA sources.

The amount a school must provide is the lesser of the presumed credit balance or the amount determined by the school that the student needs to obtain the books and supplies. In determining the required amount, a school may use the actual costs of books and supplies or the allowance for those materials used in estimating the student's cost of attendance for the period.

The student has the right to "opt out" to participate in the process the school provides for the student to obtain or purchase books and supplies.

If a student uses the method provided by the school to obtain or purchase books and supplies, the student is considered to have authorized the use of FSA funds, and the school does not need to obtain a written authorization for this purpose.

Authorization not required if a Pell-eligible student uses the process provided by the school to obtain books or supplies, the student is considered to have authorized the use of the FSA funds, and no written authorization is required.

Effect of Verification to be eligible to receive the disbursement for books and supplies, a student must meet all the student eligibility requirements before the start of the student's payment period.

A student who has not completed the verification process, has an unresolved “C” code on the SAR and ISIR, or has unresolved conflicting information is not covered by the special provisions for books and supplies if those issues have not been resolved at least 10 days before the start of the student’s payment period.

AWA has a provision that is only to Pell eligible students, in determining the funds for books and supplies. The institution considers all of the Title IV program funds that a student is eligible to receive at the time. Students must meet applicable eligibility requirements within the first week of class in order to utilize the funds for this purpose. The Financial Aid Office staff has developed an institutional packaging philosophy to ensure consistent, equitable and fair distribution of financial aid funds.

**30-day Delay Requirement:**

If the 30-day delayed disbursement provisions for Direct Loans apply to a student, and a Direct Loan is the only Title IV aid the student is receiving, a school does not have to comply with the provisions of 34 Clarification

A school is required to provide, in its financial aid information and its notifications provided to students receiving FSA funds, information on the way the school provides for Federal Pell Grant eligible students to obtain or purchase required books and supplies by the seventh day of a payment period under certain conditions and how the student may opt out. The information must indicate whether the school will enter a charge on the student’s account at the school for books and supplies or pay funds to the student directly. Also, during the financial aid counseling process, the school must explain to a student who qualifies for the funds advanced to purchase books and supplies how the method is handled at the school and how a student may opt out.



## Voter Registration

Students are encouraged to make their voices heard. Voting is a responsibility that all United States citizens should take on. Below students can find links to the voter registration form:

Voter registration: <https://www.sos.arkansas.gov/elections/voter-information/voter-registration-information>

Students can also go to: <https://vote.gov/>

**Registering in Person:** The Elections Division is responsible for maintaining the state’s election records, assisting county officials with conducting federal, state and district elections, helps to ensure compliance with federal election laws such as the National Voter Registration Act and the Help America Vote Act, and oversees training on the state’s electronic voting systems.

The division serves as a clearinghouse for campaign finance reports that are filed with the Arkansas Ethics Commission, and the library of the Elections Division maintains the journals and acts of the Legislature along with all incorporations and annexations of cities and towns.

Contact the Elections Division by visiting Room 026 at the State Capitol or by calling 501-682-5070 or toll free at 1-800-482-1127 or by e-mail at [electionsemail@sos.arkansas.gov](mailto:electionsemail@sos.arkansas.gov).

### Deadlines for registering to vote:

- **In-Person:** 30 days before Election Day.
- **By Mail:** Postmarked 30 days before Election Day.
- **Online:** N/A

## Constitution Day

In 2004, Congress passed a provision that every school and college that receives federal funding must teach students about Constitution of the United States each year on September 17, the day this historical document was adopted in 1787. Each year on September 17 (or the 16<sup>th</sup> or 18<sup>th</sup> if the 17<sup>th</sup> falls on a weekend) holds a Constitution Assembly for its students. The students are exposed to elements of the Constitution through creativity, classroom involvement, and break time activities. Each instructor is required to add an element of instruction that involves the Constitution into their daily lesson plan. Constitution will be held will be held on September 17<sup>th</sup> each year. If this day falls on a weekend it will be held the prior or next business day. The class is built based on information pulled from Library of Congress website (loc.gov) national archives.

## Annual Security Report

### JEANNE CLERY DISCLOSURE OF CAMPUS SECURITY POLICIES AND CAMPUS CRIME STATISTICS

Federal law requires schools to collect, publish, and distribute certain information concerning security policies and criminal activity on their campus. The purpose of this disclosure is so prospective/current students and employees will know campus security policies and procedures the school engages in, and the effectiveness of those measures.

Upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on the campus, the school will make an announcement informing them of the appropriate emergency response, unless issuing a notification will compromise efforts to contain the emergency.

#### Arkansas Welding Academy Criminal Offenses Report:

In 1990, Congress enacted the Crime Awareness and Campus Security Act of 1990 (Title II of Public Law 101-542), which amended the Higher Education Act of 1965 (HEA). This act required all postsecondary institutions participating in HEA's Title IV student financial assistance programs to disclose campus crime statistics and security information. The act was amended in 1992, 1998, 2000 and 2008.

Under the Clery Act, the on-campus category includes the following: Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of, or in a manner related to, the institution's educational purposes, including residence halls; and Any building or property that is within or reasonably contiguous to the area identified in paragraph (1) of this definition, that is owned by the institution but controlled by another person, is frequently used by students, and supports institutional purposes (such as a food or other retail vendor).

*U.S. Department of Education, Office of Postsecondary Education, The Handbook for Campus Safety and Security Reporting, 2016 Edition, Washington, D.C., 2016.*

ARKANSAS WELDING ACADEMY strictly maintains and enforces the safety and security of the campus population. ARKANSAS WELDING ACADEMY complies with safety and security guidelines as requested and suggested by the Crime Awareness and Security Act of 1990; The U.S Department of Education; State and Local Laws and local law enforcement agencies; and various publications. ARKANSAS WELDING ACADEMY strictly forbids the possession of firearms or other weapons on school property or during school related outings. ARKANSAS WELDING ACADEMY has zero tolerance policy regarding immoral conduct and enforces campus safety and security regulations pertaining to verbal, sexual, and physical harassment of a fellow student or staff member as well as threat of physical violence against a fellow student or staff member.

The Campus Security Act (Public Law 102-26) requires postsecondary institutions to disclose the number of instances in which certain specific types of crimes have occurred in any building

or on any property owned or controlled by Arkansas Welding Academy (AWA) which is used for activities related to the educational purpose of AWA and/or any building or property owned or controlled by student organizations recognized by AWA. In compliance with that law, the following reflects Arkansas Welding Academy’s crime statistics for the period between 1/1/2022 and 12/31/2022 (THREE MOST RECENT CALENDAR YEARS).

See attached map for the campus which outlines the building and parking lots that students use while attending classes at Arkansas Welding Academy.

**Note:**

1. In complying with the crime statistical reporting requirements, Arkansas Welding Academy provides a map to current and prospective students and employees that depict its campus.
2. Arkansas Welding Academy (does not have non-campus building or property, and public property areas).
3. Statistics must be disclosed separately for each of the four general categories; this means that when an incident meets definitions in more than one of these four categories, it must be reported in each appropriate category.
4. **Distributing the Annual Security Report:**

Arkansas Welding Academy will distribute the report to all currently enrolled students (including those attending less than full-time and those not enrolled in Title IV programs or course) and all employees **by October 1 each year.**

**The following criminal offenses, published each year and must be report no later than October 1 of each year, include any crime statistics that occurred on campus during the previous three calendar year periods.**

*To obtain any of the information or documentation covered by the yearly security report contact the Compliance officer or AWA director*

*Phone: (501)982-9353*

*Director Email: [info@arkansasweldingacademy.edu](mailto:info@arkansasweldingacademy.edu)*

*Compliance Officer email: [ajo@arkansasweldingacademy.edu](mailto:ajo@arkansasweldingacademy.edu)*

**Geography:**

Office/Individual Responsible	Location where Documentation is kept	Date Information was Last Updated
Administrative Office (AWA Director and Compliance Officer)	1920 N. Redmond Rd. Jacksonville AR, 72076	08/29/2023

**On-Campus Buildings:**

Building	Location	Category
Administrative Building	1920 N. Redmond Rd Jacksonville, AR 72076	On-Campus
Shop Building	1920 N. Redmond Rd Jacksonville, AR 72076	On-Campus

**Public Property:**

<b>Name</b>	<b>Location</b>	<b>Category</b>
Paradise Park	1 Paradise Park Rd Jacksonville, AR 72076	Public
N. Redmond Rd	1920 N. Redmond Rd Jacksonville, AR 72076	Public

**Crime Statistics:**

<b>Office/Individual Responsible</b>	<b>Location where Documentation is kept</b>
Administrative Office (AWA Director and Compliance Officer)	1920 N. Redmond Rd. Jacksonville AR, 72076

**Statistics from Local Law Enforcement Agencies:**

<b>Office/Individual Responsible</b>	<b>Location where Documentation is kept</b>	<b>Date Policies &amp; Procedures were Last Updated</b>
Administrative Office (AWA Director and Compliance Officer)	1920 N. Redmond Rd. Jacksonville AR, 72076	08/29/2023

**Daily Crime Log:**

<b>Office/Individual Responsible</b>	<b>Location where Documentation is kept</b>	<b>Date Policies &amp; Procedures were Last Updated</b>
Administrative Office (AWA Director and Compliance Officer)	1920 N. Redmond Rd. Jacksonville AR, 72076	08/29/2023

**Report Distribution Date:  
Occurrences within the 2020, 2021 and 2022 Calendar Years On Campus**

<b>Crimes Reported</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Location codes which should proceed the incident number(s)</b>			
<b>C=On Campus</b> <b>N=Non-campus</b> <b>P=Public Area</b> <b>*The City of Jacksonville does not distinguish between Murder/Non-Negligent Manslaughter/Manslaughter by Negligence.</b>			
<b>Criminal Offenses</b>			
Notes:			
#1 Also referred to as Primary Crimes			
#2 also referred to as sex offenses			
<b>Criminal Homicide #1</b>			
(these offenses are serrated into two categories)			
• <b>Murder*</b>	0	0	0
• <b>Non- negligent manslaughter</b>	0	0	0
• <b>Manslaughter by Negligence</b>	0	0	0
<b>Sexual Assault #2</b>			
• <b>Rape</b>	0	0	0
• <b>Foundling</b>	0	0	0
• <b>Incest</b>	0	0	0
• <b>Statutory Rape</b>	0	0	0
Robbery	0	0	0
Aggravated Assaults	0	0	0
Burglaries	0	0	0
Motor Vehicle Thefts	0	0	0
Arson	0	0	0

**Hate Crimes Reporting On Campus**

**Notes:**

1. Any of the above –mentioned offenses & any of the following incidents
2. a hate crime is a criminal offense that manifests evidence that the victim was intentionally selected because of the perpetrator’s bias against the victim.
3. There are eight categories that are reportable: race, religion, sexual orientation, gender, gender identity ethnicity, national origin and disability

	2020	2021	2022
<b>Larceny-theft</b>	0	0	0
<b>Simple Assault</b>	0	0	0
<b>Intimidation</b>	0	0	0
<b>Destruction, Damage or Vandalism of Property</b>	0	0	0
<b>Gender Identity</b>	0	0	0
<b>Violence Against Women Act</b>			
	2020	2021	2022
<b>Domestic Violence</b>	0	0	0
<b>Dating Violence</b>	0	0	0
<b>Stalking (including cyber-stalking)</b>	0	0	0
<b>Rape &amp; Forcible Foundling</b>	0	0	0
<b>Sex offenses - forcible</b>	0	0	0
<b>Sex offenses - non-forcible</b>	0	0	0

<b>Arrests and Disciplinary Referrals</b>			
<b>Note: this information also includes those individuals that were referred for campus disciplinary action for liquor law violations, drug law violations and illegal weapons possession.</b>			
<b>Arrest:</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
• <b>Weapons- Carrying</b>	0	0	0
• <b>Weapons Possession</b>	0	0	0
<b>Disciplinary Referrals:</b>			
• <b>Weapons- Carrying</b>	0	0	0
• <b>Weapons Possession</b>	0	0	0
<b>Arrest:</b>			
• <b>Drug Abuse Violations</b>	0	0	0
<b>Disciplinary Referrals:</b>			
• <b>Drug Abuse Violations</b>	0	0	0
<b>Arrest:</b>			
• <b>Liquor Law Violations</b>	0	0	0
<b>Disciplinary Referrals:</b>			
• <b>Liquor Laws Violations</b>	0	0	0

**Report Distribution Date: Contingent To AWA  
Occurrences within the 2020, 2021 and 2022 Calendar Years**

<b>Crimes Reported</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Location codes which should proceed the incident number(s)</b>			
<b>C=On Campus</b> <b>N=Non-campus</b> <b>P=Public Area</b>			
<b>Criminal Offenses</b>			
Notes:			
#1 Also referred to as Primary Crimes			
#2 also referred to as sex offenses			
<b>Criminal Homicide #1</b>			
(these offenses are serrated into two categories)			
• <b>murder*</b>	0	0	0
• <b>non- negligent manslaughter</b>	0	0	0
• <b>Manslaughter by Negligence</b>	0	0	0
<b>Sexual Assault #2</b>			
• <b>Rape</b>	0	0	0
• <b>Foundling</b>	0	0	0
• <b>Incest</b>	0	0	0
• <b>Statutory Rape</b>	0	0	0
Robbery	0	0	0
Aggravated Assaults	0	0	0
Burglaries	0	0	0
Motor Vehicle Thefts	0	0	0
Arson	0	0	0



**Hate Crimes Reporting Contingent to AWA**

**Notes:**

4. Any of the above –mentioned offenses & any of the following incidents
5. a hate crime is a criminal offense that manifests evidence that the victim was intentionally selected because of the perpetrator’s bias against the victim.
6. There are eight categories that are reportable: race, religion, sexual orientation, gender, gender identity ethnicity, national origin and disability

	2020	2021	2022
<b>Larceny-theft</b>	0	0	0
<b>Simple Assault</b>	0	0	0
<b>Intimidation</b>	0	0	0
<b>Destruction, Damage or Vandalism of Property</b>	0	0	0
<b>Gender Identity</b>	0	0	0
<b>Violence Against Women Act</b>			
	2020	2021	2022
<b>Domestic Violence</b>	0	0	0
<b>Dating Violence</b>	0	0	0
<b>Stalking (including cyber-stalking)</b>	0	0	0
<b>Rape &amp; Forcible Foundling</b>	0	0	0
<b>Sex offenses - forcible</b>	0	0	0
<b>Sex offenses - non-forcible</b>	0	0	0

<b>Arrests and Disciplinary Referrals</b>			
<b>Note: this information also includes those individuals that were referred for campus disciplinary action for liquor law violations, drug law violations and illegal weapons possession.</b>			
<b>Arrest:</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
• <b>Weapons- Carrying</b>	0	0	0
• <b>Weapons Possession</b>		0	0
<b>Disciplinary Referrals:</b>			
• <b>Weapons- Carrying</b>	0	0	0
• <b>Weapons Possession</b>	0	0	0
<b>Arrest:</b>			
• <b>Drug Abuse Violations</b>	0	0	0
<b>Disciplinary Referrals:</b>			
• <b>Drug Abuse Violations</b>	0	0	0
<b>Arrest:</b>			
• <b>Liquor Law Violations</b>	0	0	0
<b>Disciplinary Referrals:</b>			
• <b>Liquor Laws Violations</b>	0	0	0

**Hate Offenses:**

The school must report by category of prejudice the following crimes reported to local police agencies or to a campus security authority that manifest evidence that the victim was intentionally selected because of the victim’s actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability, as prescribed by the Hate Crimes Statistics Act (28 U.S.C 534) occurred.

**Contact Information:**

Office Responsible to provide a copy of the Campus Security information	Arkansas Welding Academy President
Who to contact to report an incident at the AWA	Ms. Alice Obenshain (501)982-9353

**Violence Against Women – Definitions of:**

On March 7, 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013 (VAWA) (Pub. Law 113-4). The HEA defines the new crime categories of domestic violence, dating violence, and stalking in accordance with section 40002(a) of the Violence Against Women Act of 1994 as follows:

1. “Domestic violence” means 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 with or has cohabitated with the victim as a spouse or intimate partner,
  - A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies [under the VAWA],
  - Any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction”
  
2. “Dating violence” means “violence committed by a person –
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship.
    - The type of the relationship; and
    - The frequency of interactions between the person involved in the relationship.”
  
3. “Stalking” means “engaging in a course of conduct directed at a specific person that would cause a reasonable person to –
  - Fear for his or her safety or the safety of others; or
  - Suffer substantial emotional distress.”

**If you believe you are a victim of any of these situations you can and should seek out help and assistance from the following agencies:**

**Contact Information:**

Who to contact to report an incident at AWA	Ms. Alice Obenshain 501-982-9353 CELL 501-286-3297
Local Law enforcement agency to report an incident that occurred off campus	City of Jacksonville Police Department 501-982-3191
Local Area Agencies and contacts in that can provide assistance to anyone who believes they are a victim and might need assistance.	<ul style="list-style-type: none"> <li>• Arkansas Crime Information Center 501-682-2222</li> <li>• Office of the Prosecutor Coordinator 501-682-3671</li> <li>• Arkansas Commission on Child Abuse, Rape, and Domestic Violence 501-661-7975</li> <li>• Arkansas Department of Health and Human Services 501-682-8650</li> </ul> <p><b><u>Additional agencies and contacts may be found at <a href="http://www.acic.org">www.acic.org</a>.</u></b></p>

**General Information:**

1. Arkansas Welding Academy does not employ campus security personnel but encourages both its employees and students to immediately report suspected criminal activity or other emergencies to the nearest available campus security officer, AWA official and/or in the event of emergency to directly contact local law enforcement or other emergency response agencies by dialing (911).
2. All students and employees are required to report any crime or emergency to their AWA official promptly. If a student or employee wishes to report a crime on a voluntary or confidential basis, the AWA official will be prepared to record and report the crime, but not the name of the informant. The student or employee may, in order to maintain confidentiality, submit the information in writing to his/her AWA official without signature. If the student wishes not to maintain confidentiality, the student will contact his/her teacher or school official who in turn will contact the nearest supervisor to report criminal actions or emergencies to the appropriate agency by calling (911).

Preparation for the Annual Disclosure of Crime Statistics report is obtained by the AWA President who contacts the City of Jacksonville police department for statistics and AWA’s “Daily Incident Log”, and then records those statistics.

3. Only students, employees and other parties having business with Arkansas Welding Academy should be on AWA property. All visitors must sign in at the front office and identify the purpose of their visit, the person to be visited and register their time in and out of the building. The visitor must also wear a visitor's badge while on campus. All rear access doors leading to the campus are closed and locked during evening hours starting at 4:30 pm. When the school closes for the night, the school's official or supervisor will inspect each building to see that it is empty and then set the alarms for each building and then lock down the campus. Other individuals present on AWA property at any time without the express permission of the appropriate AWA official(s) shall be viewed as trespassing and may as such be subject to a fine and/or arrest. In addition, students and employees present on AWA property during periods of non-operation without the express permission of the appropriate AWA official(s) shall also be viewed as trespassing and may also be subject to a fine and/or arrest.
4. Current policies concerning campus law enforcement are as follows:
  - a) Arkansas Welding Academy officials have no powers of arrest other than the Citizens Arrest Law (Title 16 Subtitle 6 Chapter 81 Subchapter 1 of the Arkansas State Constitution), and are required in the event of a crime or emergency to call the correct agency or dial (911) for the police and emergency services. The Citizens Arrest Law will be invoked only as a last resort and in the case of a FELONY, and after all other possibilities have been explored.
  - b) Employees shall contact their immediate or nearest ranking supervisor to report any criminal action or emergency to the appropriate agency by calling (911). If possible, in the interim, AWA official(s) shall attempt to non-violently deal with the crime or emergency with the appropriate agency on campus. Individual discretion must be used, as undue risk should not be taken.
  - c) Arkansas Welding Academy currently has no procedures for encouraging or facilitating pastoral or professional counseling (mental health or otherwise), other than the student or employee is encouraged to seek such aid.
5. Though Arkansas Welding Academy does not offer regularly scheduled crime awareness or prevention programs, students go through training with the director during orientation and are encouraged to exercise proper care in seeing to their own personal safety and the safety of others. The following is a description of policies, rules and programs designed to inform students and employees about the prevention of crimes on campus.
  - a) Do not leave personal property in classrooms.
  - b) Report to your Arkansas Welding Academy official, any suspicious persons.
  - c) Always try to walk in groups outside the school premises.
  - d) If you are waiting for a ride, wait within sight of other people.
  - e) Employees (staff and faculty) will close and lock all doors, windows and blinds and turn off lights when leaving a room.
  - f) The "*Crime Awareness and Campus Security Act*" is available upon request to students, employees (staff and faculty) and prospective students.
  - g) The School has no formal program, other than orientation, that disseminates this information. All information is available upon request.

- h) Information regarding any crimes committed on the campus will be available and posted in a conspicuous place within two (2) business days after the reporting of the crime and shall be available for sixty (60) business days during normal business hours, unless the disclosure is prohibited by law, would jeopardize the confidentiality of the victim or an ongoing criminal investigation, the safety of an individual, cause a suspect to flee and evade detection, or result in the destruction of evidence. Once the reason for the lack of disclosure is no longer in force, Arkansas Welding Academy must disclose the information. If there is a request for information that is older than sixty (60) days, that information must be made available within two (2) business days of the request.
6. Arkansas Welding Academy does not offer regularly scheduled crime awareness or prevention programs other than during orientation where all policies and regulations are properly disclosed to prospective students and reviewed.
  7. All incidents shall be recorded in the Arkansas Welding Academy Daily Incident Log located on campus at the Administration Office of the School President. The log includes the date, time, location, incident reported, disposition of incident, and the name of the person who took the report. The report must be entered in the log within two (2) business days after it is reported to the school official, unless that disclosure is prohibited by law, would endanger the confidentiality of the victim.
  8. Arkansas Welding Academy does not permit the sale, possession or consumption of alcoholic beverages on school property and adheres to and enforces all state underage-drinking laws.
  9. Arkansas Welding Academy does not permit the possession, use or sale of illegal drugs by its employees and students and adheres to and enforces all state and Federal drug laws. The violations of these policies by students or employees may result in expulsion, termination and/or arrest.
  10. Information concerning drug and alcohol abuse education program(s) are posted at campus and is distributed annually to students and staff. The Arkansas Crime Information Center publishes a “Crime Victim’s Guide to the Justice System in Arkansas” which can be downloaded at [www.acic.org](http://www.acic.org) and/or is available upon request from the Administration Office.
  11. The chart below illustrates the period of ineligibility for FSA funds, depending on whether the conviction was for sale or possession and whether the student had previous offenses. A conviction for sale of drugs includes convictions for conspiring to sell drugs:

	<b>Possession of illegal drugs</b>	<b>Sale of illegal drugs</b>
<b>1st offense</b>	1 year from date of conviction	2 years from date of conviction
<b>2nd offense</b>	2 years from date of conviction	Indefinite period
<b>3+ offenses</b>	Indefinite period	

FSA Handbook Volume 1, Ch. 1.

11. Sexual assaults (criminal offenses) on campus will be reported immediately to an Arkansas Welding Academy official, who will report it to (911) emergency and police units. The person who was victimized will be encouraged to seek counseling at a rape crisis center and to maintain all physical evidence until such a time as that person can be properly transported to a hospital or rape crisis center for proper treatment. Arkansas Welding Academy has **zero tolerance** of such assault; the violation of this policy by students or employees may result in expulsion, while investigations are being followed, termination and/or arrest.

12. Arkansas Welding Academy encourages all students and employees to be responsible for their own security and the security of others. Please report any known criminal offenses occurring on campus to the school administration.

13. In the event a sex offense should occur on campus, the victim should take the following steps:

- Report the offense to the school administration.
- Preserve any evidence as may be necessary to the proof of the criminal offense.
- Request assistance, if desired, from school administration in reporting the crime to local law enforcement agencies. This process is started by filling out the criminal offense report.
- Request a change in the academic situation if necessary.

If you feel you are in danger of being victimized again, you should contact your local prosecutor's victim coordinator to begin the process of filing for an order of protection or you can download the form to file for an order of protection at [LaurasCard.ar.gov](http://LaurasCard.ar.gov).

14. On campus, disciplinary action in cases of alleged sexual assault will be based on the findings of the law enforcement agency investigating the facts pertaining to the crime and other mitigating circumstances.

15. These records are available upon request through the administrative offices.

16. Information for crime victims about disciplinary proceedings. Arkansas Welding Academy will disclose in writing to the alleged victim and perpetrator of any crime of violence, or a non-forcible sex offense, the results of any of its disciplinary proceedings against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of the crime or offense, the information shall be provided, upon request to the next of kin of the alleged victim. This provision applies to any disciplinary proceeding conducted by Arkansas Welding Academy on or after August 14, 2009.

17. Any proceedings in cases of alleged domestic violence, dating violence, sexual assault, or stalking will provide a prompt, fair and impartial investigation and resolution based upon proof beyond any reasonable doubt. Any proceedings will be conducted by officials who receive annual training on the issues related to domestic violence, dating violence, sexual assault, stalking, conducting an investigation and hearing processes that protects the safety of victims and promotes accountability.

- a) The accused and the accuser are entitled to the same opportunity to have others present during an institutional disciplinary proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice; and
- b) Both the accused and the accuser shall be simultaneously informed, in writing, of the outcome of such a proceeding.
- c) The accused and the victim have a right to appeal the results of the institutional disciplinary proceedings, in writing, within 10 business days, by notifying the Director/Administrator of the institution in writing that an appeal is desired. The accused and victim will be notified of any change, if applicable, to the results of the proceeding that occurs prior to the time that the results become final. The results of the appeal will become final within 10 business days after the appeal has been brought before an appeal board.

18. As part of the Crime Control and Law Enforcement Act of 1994, Arkansas Welding Academy is required to make the following link/information available to the campus community where information can be accessed regarding registered sex offenders.

Link: <http://www.city-data.com/soz/soz-78613.html> Students and employees should refer to the following person or agency when reporting or seeking help on a criminal incident. Please note that any emergency that requires immediate attention should not be waited upon to report to the AWA President but rather contact the appropriate agency by calling (911). Once the emergency is handled, diligently complete all required reports.

***19. Primary prevention and awareness program (Student Handbook):***

**WHAT TYPES OF BEHAVIOR DOES TITLE IX COVER?**

**Gender Discrimination**

Gender discrimination is prohibited in any educational program or activity, including athletics; recruitment, admissions, financial aid and scholarships; course offerings and access; counseling; hiring and retention of employees; and benefits and leave.



## **Sexual Harassment**

As defined by the U.S. Equal Employment Opportunity Commission, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. These actions include written communication of a sexual nature, offensive remarks about a person's sex, regardless of where such conduct might occur. Harassment also occurs when there is conduct that, because of its severity and/or persistence, interferes significantly with an individual's work or education, or adversely affects an individual's living conditions.

It is the policy of the Arkansas Welding Academy (AWA) to provide an educational and work environment in which thought, creativity, and growth are stimulated, and in which individuals are free to realize their full potential. AWA should be a place of work and study for students, faculty, and staff, which is free of all forms of sexual intimidation and exploitation. Therefore, it is the policy of the AWA, to prohibit sexual harassment of its students, faculty, and staff and to make every effort to eliminate sexual harassment at the institution. For the complete text of the sexual harassment policy, please refer to: Sexual Harassment/Assault Policy.

### **Sexual Harassment Includes Sexual Assault and Sexual Violence**

Sexual assault, sexual violence, domestic/dating violence and stalking are crimes. Victims are encouraged to report these crimes to the AWA director or local law enforcement. The quicker law enforcement learns of the incident, the more likely evidence can be collected and preserved and an investigation can proceed. If victims do not wish to pursue criminal charges, they may submit informational reports to the Title IX Coordinator, local law enforcement, or seek Arkansas Welding Academy's administrative intervention.

Title IX protects lesbian, gay, bisexual, and transgender students and employees from discrimination, harassment, sexual assault and sexual violence including discrimination, physical aggression, intimidation, or hostility based on sex, sex-stereotyping or failure to conform to stereotypical gender norms.

Any student, faculty member, staff member, administrator, or visitor to the campus who has experienced or who has witnessed sexual harassment and/or other forms of sexual misconduct is strongly urged to report it. AWA must know about such instances in order to stop them, protect victims and prevent future incidents.

It is the responsibility of AWA faculty, administrators, and supervisors to report complaints of sexual harassment and/or other forms of sexual misconduct that they receive or of which they may become aware by immediately contacting the Title IX Coordinator at (501) 286-3297 (for student/faculty/staff complaints against faculty and staff) or (for student complaints against students). When there is a relationship that involves legally recognized professional confidentiality between the complainant and the person to whom the harassment and/or other misconduct is reported, the report may be withheld at the request of the complainant.

When appropriate, any member of the AWA community (students, employees, visitors, etc.) may refer allegations of student sexual misconduct to the Title IX Coordinator. All allegations shall be communicated and consulted with the student conduct system, as appropriate, which is described in the AWA Code Of Student Life. The Title IX hearing panel provides a just and

equitable process for addressing alleged infractions by students. The system is intended to educate students, to help them make responsible decisions, and to be accountable for their actions.

For the complete text of the Board Policy, please refer to: Title IX Compliance Policy or the complete text of the AWA's Sexual Assault policy, please refer to the Sexual Harassment/Assault Policy.

AWA has designated its Title IX Coordinator, with overall responsibility for oversight of the university's compliance with its obligations under Title IX, including, but not limited to, its obligations to investigate and respond to allegations of sexual assault. For allegations of sexual assault by faculty, staff or other persons (other than students), the Title IX Coordinator coordinates with Jacksonville PD and the UAMS health center to ensure that allegations of sexual assault reported to AWA officials are investigated and that confirmed allegations are addressed through AWA personnel processes, as appropriate.

**Violence Against Women Policies, Procedures, and Programs:**

Domestic violence, dating violence, stalking, and sexual assault are prohibited at Arkansas Welding Academy.

***Domestic Violence:***

Arkansas state law A.C.A. 9-15-103 defines domestic abuse as when someone close to you commits, attempts, or threatens you with one of the following acts: Physical harm; Bodily Injury; Assault; Makes you afraid that physical harm or bodily injury is about to happen; Assault between family or household members; OR Sexual conduct (of a criminal nature) between family or household members, whether minors or adults.

***Dating Violence:***

Defined as the controlling, abusive, and aggressive behavior in a romantic relationship. This can happen in any relationship and can include verbal, emotional, physical, sexual abuse, or a combination.

***Stalking:***

Defined as "the intentional and repeated following or harassing of another person at would cause a reasonable person to feel alarmed or to suffer emotional distress. Stalking shall include but not be limited to the intentional and repeated uninvited presence of the perpetrator at another person's home, workplace, school, or any place which would cause a reasonable person to be alarmed, or to suffer emotional distress as a result of verbal or behaviorally implied threats of death, bodily injury, sexual assault, kidnapping, or any other statutory criminal act to himself/herself or any member of his/her family or any person with whom he/she is acquainted.

***Sexual Assault:***

***Rape:***

The sexual intercourse, deviate sexual activity with Forcible compulsion, a person incapable of consent or physically helpless, a person less than 14 years old.

***Sexual Battery:***

The intentional touching of the anus or genitals of the victim by the offender using any instrumentality or any part of the body of the offender, or the touching of the anus or genitals of the offender by the victim using any instrumentality or any part of the body of the victim, when any of the following occur:

- The offender acts without the consent of the victim.
- The act is consensual but the other person, who is not the spouse of the offender, has not yet attained 14 or 16 depending on the age of the offender.
- The offender acts with the other person being incapable of consent or physically helpless or mentally deficient.

**A sexual assault is determined to be without lawful consent if it is committed under any one or more of the following circumstances:**

1. Any involved party has not consented to the act (Resistance is not necessary to prove lack of consent;
2. Any involved party is incapable of resisting or of understanding the nature of the act by reason of a stupor or abnormal condition of mind produced by an intoxicating agent or any cause;
3. Any involved party, through unsoundness of mind, is temporarily or permanently incapable of understanding the nature of the act;
4. A female victim submits under the belief that the person committing the act is her husband and such belief is intentionally induced by any artifice, pretense, or concealment practiced by the offender;
5. Any involved party is prevented from resisting the act by force or threats of physical violence under circumstances where the party reasonably believes that such resistance would not prevent the assault, such as the presence of a weapon;
6. Any involved party resists the act to the utmost, but whose resistance is overcome by force;
7. Any involved party has not yet attained fourteen or sixteen years of age depending on the age of the offender and is at least three years younger than

What is the Arkansas Age of Consent?

The Arkansas Age of Consent is **16 years old**. In the United States, the [age of consent](#) is the minimum age at which an individual is considered legally old enough to consent to participation in sexual activity. Individuals aged 15 or younger in Arkansas are not legally able to consent to sexual activity, and such activity may result in prosecution for [statutory rape](#).

Arkansas statutory rape law is violated when a person has consensual sexual intercourse with an individual under age 16. If the offender is under age 18, the younger party must not be under 14 years of age (a defense exists if the younger party is at no more than 4 years younger than the offender, or no more than 3 years younger if the victim is under 12).

**Arkansas has a close-in-age exemption.** A [close in age exemption](#), also known as "Romeo and Juliet law", is designed to prevent the prosecution of underage couples who engage in consensual sex when both participants are significantly close in age to each other, and one or both are below the age of consent.

Depending on the situation, the Arkansas close-in-age exemption may completely exempt qualifying close-in-age couples from the age of consent law, or merely provide a legal defense that can be used in the event of prosecution.

Anyone witnessing an act of domestic violence, dating violence, sexual assault, or stalking should take safe, positive action to prevent harm or otherwise intervene. Examples of safe, positive action include, but are not limited to contacting the police (such reports may be made confidentially) and assisting the victim to a safe location away from the harmful person or event. Because situations vary from one incident to the next, no comprehensive list of actions can be provided, but bystanders are encouraged to act in a manner which is not likely to escalate a situation or bring harm upon the bystander.

Signs of abusive and unhealthy situations include, but are not limited to, aggressive shouting, physical strikes, repeated or continuous unwanted following and calling, threatening gestures, spreading rumors, verbal threats, pushing or shoving, financial and emotional controls, and belittling a person's actions or appearance.

**Reporting Procedure:**

Any person who believes he or she has been the victim of sexual harassment by a student, staff member, or guest of the school is encouraged to discuss the alleged acts immediately and confidentially with the Grievance Coordinator at their campus. At the time the complaint is made, the Coordinator will contact the Director, Director of Education and/or the Asst. Director of Education (the "Designated Persons"). Any complaints of alleged sexual harassment will be discussed fully and confidentially with the person raising the complaint or concern and will require approval of the reporter (student making the complaint) prior to disclosure or direct investigation of the matter.

If, after discussion by the reporting person with one or more of the Designated Persons, it is agreed between the reporting party and the Designated Person that a more detailed investigation is appropriate, the following investigative procedure will be utilized and a formal criminal report form will be filled out by the alleged victim.

**INVESTIGATIVE PROCEDURE:**

Following discussion with one or more of the Designated Parties, and the agreement of the reporting party that an investigation should be undertaken, the complaint will be made fully known to the Director. Once so advised, immediate follow-up in the form of a full investigation by the Director and local law enforcement will be performed.

In determining whether alleged conduct constitutes sexual harassment, the totality of circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred, will be considered. To assist in the investigation, incidents will be documented, including specifics such as dates, times, witnesses, if any, and a full and clear statement of what transpired. A determination of the appropriateness (or lack thereof) of the particular action will then be made from the facts by the head of school (with the assistance and advice of the School's attorney), and appropriate action will be pursued expeditiously in each case.

**RESPONSIVE ACTION:**

Any student, staff member, or guest of the school who engages in sexual harassment is subject to immediate and appropriate discipline, up to and including discharge or expulsion. The results of the investigation of each complaint filed under this Policy will be reported to the complaining party and the perpetrator by the Director. The report will document any disciplinary action taken by school as a result of the complaint and will become part of the personnel file or record of the disciplined individual. Also note that Arkansas Welding Academy is obligated to turn any report that is found to have merit over to the Jacksonville Police Department where additional civil and/or criminal proceedings may occur.

**REPRISAL:**

Retaliation against any individual who complains of sexual harassment is strictly forbidden by the school, and anyone who practices such retaliation will be subject to immediate discipline, up to and including discharge or expulsion.

**NON-HARASSMENT:**

The school recognizes that not every advance or comment of a sexual nature constitutes harassment. Whether a particular action or incident constitutes sexual harassment or not requires an objective determination based upon all of the facts and surrounding circumstances. False accusations of sexual harassment can have a serious detrimental effect on innocent parties, are

prohibited by the school, and can be cause for disciplinary action up to and including discharge or expulsion.

### **Education Programs to Promote Awareness of Sexual and Other Violent Offenses:**

#### *Laura's Law*

Law enforcement agencies responding to crime incidents are required by Arkansas's Victim's Bill of Rights outlined in Arkansas Victim Rights Act of 1997 and Laura's Card Act 873 to inform victims in writing of their victim's rights. Officers must inform victims of the availability of services: medical, housing, counseling, financial, social, legal, and emergency services. In addition, officers **MUST** inform victims about how to obtain orders of protection, how to access public records related to the case, and about the Arkansas Crime Victims Reparations Board (including the address and phone number). AWA maintains a copy of Laura's Card in the administrative offices and on [https://static.ark.org/eeuploads/ag/Lauras\\_Card.pdf](https://static.ark.org/eeuploads/ag/Lauras_Card.pdf) [https://static.ark.org/eeuploads/ag/Crime\\_Victims\\_Panel\\_Card.pdf](https://static.ark.org/eeuploads/ag/Crime_Victims_Panel_Card.pdf)

### **JEANNE CLERY DISCLOSURE OF CAMPUS SECURITY POLICIES AND CAMPUS CRIME STATISTICS**

Federal law requires schools to collect, publish, and distribute certain information concerning security policies and criminal activity on their campus. The purpose of this disclosure is so prospective/current students and employees will know campus security policies and procedures the school engages in, and the effectiveness of those measures.

Upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on the campus, the school will make an announcement informing them of the appropriate emergency response, unless issuing a notification will compromise efforts to contain the emergency.

#### **We would like you to be aware of the following:**

- 1.** The school prohibits the offenses of rape, acquaintance rape, domestic violence, dating violence, sexual assault and stalking.
- 2.** Any person witnessing a crime or other emergency should report it to the school Director or Administrator on duty. The Director/Administrator will investigate the incident and report it to the Jacksonville police department. The Director /Administrator encourages students to report the crime to the proper law enforcement agencies. In the event the victim of a crime elects or is unable to make such a report, the Director/Administrator will make the report on the victim's behalf. The Director /Administrator will write and keep on file an incident report for any such events. This school does not employ security personnel.
- 3.** All facilities are locked during non-business hours. During non-business hours, only authorized personnel are permitted on the premises, with permission from the Director.

4. During orientation and other student gatherings, as well as staff meetings, students and employees are informed on an ongoing basis about the importance of awareness of domestic violence, dating violence, sexual assault, stalking, secure premises and appropriate safety practices through a training session with the director. In an effort to prevent crime from happening, students and employees are encouraged to group together when walking to and from their cars and to report any suspicious situations to the school Director or Administrator on duty. You can further assist in the prevention of crime by not bringing valuables to school, and by ensuring that you are locking your car doors, tool boxes, etc...

5. The school is not associated with or the provider of any off-campus student housing or student organization.

6. The sale or use of alcohol and illegal drugs is not permitted in this school or its adjacent parking facilities. Anyone observed using illegal drugs and any underage alcoholic consumption will be referred to local police authorities. Use of any alcoholic or illegal drug during school hours while on school property (or off the property while on the clock) or at any event that represents the school, will be grounds for immediate termination of enrollment or employment.

The chart below illustrates the period of ineligibility for FSA funds, depending on whether the conviction was for sale or possession and whether the student had previous offenses. A conviction for sale of drugs includes convictions for conspiring to sell drugs:

	<b>Possession of illegal drugs</b>	<b>Sale of illegal drugs</b>
<b>1st offense</b>	1 year from date of conviction	2 years from date of conviction
<b>2nd offense</b>	2 years from date of conviction	Indefinite period
<b>3+ offenses</b>	Indefinite period	

FSA Handbook Volume 1, Ch. 1

7. This school has in place a Drug and Alcohol Abuse Prevention Program required under Public Law 101-226, in the form of informational brochures. Students may also seek confidential counseling for referrals to treatment and rehabilitation centers with the Director /Administrator of the school. AWA reviews the drug prevention program biennially looking at the effectiveness, number of drug/ alcohol violations, number of sanctions imposed, and ensure that the sanctions are consistently enforced.



8. This printed handout will be distributed to all prospective students and will serve as our policy to prevent rape, acquaintance rape, domestic violence, dating violence, sexual assault and stalking along with a training session with the director during orientation. It will be distributed to all staff and students annually to help educate against these crimes. In the event an incident of rape, acquaintance domestic violence, dating violence, sexual assault or stalking has been reported to the President/Administrator or the local authorities, the school will suspend the accused student/employee from attending any further classes until the outcome of an investigation is known. A student found guilty will be terminated immediately from enrollment.

## 9. Definitions:

### **Domestic Violence:**

Arkansas state law A.C.A. 9-15-103 defines domestic abuse as when someone close to you commits, attempts, or threatens you with one of the following acts: Physical harm; Bodily Injury; Assault; Makes you afraid that physical harm or bodily injury is about to happen; Assault between family or household members; OR Sexual conduct (of a criminal nature) between family or household members, whether minors or adults.

### **Dating Violence:**

Defined as the controlling, abusive, and aggressive behavior in a romantic relationship. This can happen in any relationship and can include verbal, emotional, physical, sexual abuse, or a combination.

**Sexual Assault** - causing or attempting to cause you to engage involuntarily in any sexual act by force, threat of force, or duress (coercion/pressure).

**Stalking** - when someone purposely and repeatedly acts in a way that reasonably causes you alarm (fear of danger of physical harm) and that serves no legitimate purpose. Examples of stalking behavior are repeatedly following you or making unwanted communication / contact with you.

Consent (in reference to sexual activity) - consent given freely and knowingly by both parties, is the key to preventing rape, sexual assault, and sexual harassment.

## 10. Risk Reduction and Bystander Intervention

In the event a student or staff members recognizes signs of abusive behavior or is a witness to abusive behavior, such as domestic violence, dating violence, sexual assault or stalking, the following Risk Reduction/Risk Intervention must be followed:

- a. Be aware of comments and behaviors from others that would indicate they have intentions of harming another individual, sexually, physically or in the case of stalking.
- b. Be aware of sexual or violent behavior with someone who is incapacitated.
- c. Do not minimize sexual assault, domestic violence and stalking. Take any conversation seriously and report it immediately to the school administrator or local police.



- d. Reassure the victim that it was not their fault. Encourage victims to report any concerns to the school administrator or local police.
  - e. Do not take matters into your own hands. If you should hear of any sexual assault, violence, or stalking that has occurred, do not confront the person. Report your findings to the school administrator or local police.
11. In accordance with Public Law 102-325, updated crime statistic information will be disclosed to all currently enrolled students and employees by September 30 of each year. The school will test the emergency response and evacuation procedures by September 30 of each year.

## 12. Locate Registered Sex Offenders:

This website allows you to put in an address of your home or school, and see a map of known registered offenders in that area. The map displays residence and work location of registered offenders, and gives names, photos, and convictions history.

[www.familywatchdog.us/Search.asp](http://www.familywatchdog.us/Search.asp)

## Sanctions and Disciplinary Procedures:

The school will make every effort to accommodate the needs of a student or employee victim of sex offenses, domestic violence, dating violence, or stalking who requires a change in their academic situation, living situation, transportation situation, or employment. Such requirements will be assessed on a case-by-case basis upon student/employee request, if accommodations are reasonably available, regardless of whether the victim chooses to report this crime to local law enforcement.

Any proceedings in cases of alleged domestic violence, dating violence, sexual assault, or stalking will provide a prompt, fair and impartial investigation and resolution. Any proceedings will be conducted by officials who receive annual training on the issues related to domestic violence, dating violence, sexual assault, stalking, conducting an investigation and hearing processes that protects the safety of victims and promotes accountability.

Confidential information regarding sex offenses, domestic violence, dating violence, or stalking is available upon request from the Director/Administrator's office. Any student who is a victim of a sexual offense, domestic violence, dating violence, or stalking is encouraged to the following:

- a. Report it to the school Director, or Administrator on duty, immediately.
- b. Call 911 and report it to the police. At the student's request, the school will assist the student in notifying the proper authorities.
- c. Seek immediate medical attention. *\*\*\*This is important:*
  - i. to determine possible injuries of which the student may not be aware;
  - ii. to test for and discuss options for preventing pregnancy and sexually transmitted diseases;
  - iii. to collect/preserve criminal evidence to be used in a prosecution or in obtaining a protection order. Promptness is required in collecting this evidence; a woman is advised not to "clean up"

until after medical treatment if there is a desire to provide law enforcement with the best possible evidence. We highly recommend to go to the Emergency Room and request a rape kit.

\*\*\*It is your right to this medical attention even if you do not wish to report the assault. This does not mean the victim is obligated to make a criminal report. Information on the reporting policies of most hospitals is available upon request.

If an accusation of sexual assault, rape, acquaintance rape, domestic violence, dating violence, or stalking occurs on school grounds results in the arrest of a student, the school will suspend the accused student from attending any further classes until the outcome of criminal prosecution is known. A student found guilty by a court of law of an offense on school grounds will be immediately terminated from enrollment. In the event that the school holds a disciplinary proceeding in cases of alleged accusation of rape, acquaintance rape, domestic violence, dating violence, or stalking where no criminal charges have been made to law enforcement authorities:

- a. The accused and the accuser are entitled to the same opportunity to have others present during an institutional disciplinary proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice; and
- b. Both the accused and the accuser shall be simultaneously informed, in writing, of the outcome of such a proceeding.
- c. The accused and the victim have a right to appeal the results of the institutional disciplinary proceedings, in writing, within 10 business days, by notifying the Director/Administrator of the institution that an appeal is desired. The accused and victim will be notified of any change, if applicable, to the results of the proceeding that occurs prior to the time that the results become final. The results of the appeal will become final within 10 business days after the appeal has been brought before an appeal board.

The institution will uphold the victim's rights, where applicable, regarding orders of protection, no contact orders, restraining orders, or similar lawful orders issued by a criminal, civil or tribal court.

All information obtained during any institutional disciplinary proceedings will be held in the strictest confidence in the Director's office. All publicly available recordkeeping will be accomplished, including Clery Act reporting and disclosures, without the inclusion of personally identifying information, to the extent permissible by law.

A student or employee who reports to the institution that he/she has been a victim of domestic violence, dating violence, sexual assault, or stalking, whether the offense occurred on or off campus, shall be provided with a written explanation of his/her rights and options, as described above through the victims handbook and Laura's card.

#### Title IX

**Purpose:** This policy defines and prohibits discrimination on the basis of sex, including sexual harassment, in education programs and activities; details how to report a violation of this policy; describes Arkansas Welding Academy's resources and supportive measures to protect those involved in the process; and outlines investigation, disciplinary, and due process procedures for addressing and reported violations of this policy. This policy applies to all persons who are (1)

employed by, attending, or affiliated with Arkansas Welding Academy; (2) participating in any Arkansas Welding Academy program or activity, including but not limited to trustees, administrators, faculty, staff, students, independent contractors, volunteers, and guests; and/or (3) visiting Arkansas Welding Academy campus or any property owned or leased by Arkansas Welding Academy.

Title IX covers actions by student or staff regarding dating violence, domestic violence, sexual assault, and sexual harassment. If a student, staff member, or visitor has been a victim of any of the previous stated misconducts, they should report the incident to the AWA Title IX coordinator. Students sign a Title IX agreement upon enrolling indicating they understand Title IX policies and that the misconduct covered under the Title are prohibited at AWA.

For the complete Title IX policy please refer to the Title IX policy section in the consumer information handbook.

**Changing Academic Classes or Institution:**

Victims of domestic violence, dating violence, sexual assault, and/or stalking are entitled to changes in academic situations if these changes are reasonably available. To request such changes, the victim must contact the Director of Arkansas Welding Academy at 501-982-9353. The victim will be referred to the appropriate individuals to discuss such changes in a confidential manner. AWA will maintain as confidential accommodations or protective measures provided to the victim, to the extent that maintaining such confidentiality would not impair the ability of the school to provide the accommodations or protective measures.

**Missing Student Notification:**

It is the policy of Arkansas Welding Academy to ensure that every reasonable effort is made to assist in the location of missing persons. Students, faculty, staff members, family members of students, and others are strongly encouraged to report any student who has been missing for 24-hours or more by calling 911. The parent or guardian of any student who is less than 18 years of age and not emancipated and is reported missing will be notified.

If the situation meets the criteria set forth by the National Crime Information Center (NCIC), the person’s name and identifying information will be entered into the NCIC computer system by the Jacksonville Police Department.

**GENERAL EMERGENCY PROCEDURES**

Office/Individual Responsible	Location where Documentation is kept	Date Policies & Procedures were Last Updated
Administrative Office (AWA Director and Compliance Officer)	1920 N. Redmond Rd. Jacksonville AR, 72076	08/29/2023

**Who to Contact**

All employees are expected to be familiar with and to follow procedures outlined in the Arkansas Welding Academy Critical Response Plan. In the case of an emergency or immediate or perceived threat toward the students and/or employees, or immediate or perceived threat toward any other person on the school premises, the employee is authorized make an emergency call to

911. Instructors (including student instructors) and/or staff members should remain in the room with their students if they are notified of a possible emergency. As soon as is reasonably possible, the Administration should be notified of the threat.

### **Medical Attention**

Anything requiring more than minor attention is to be referred to the local hospital. Except in cases of severe illness or medical emergencies or cognitive impairment, students are considered mature enough to seek appropriate relief such as returning home, visiting the restroom, or seeking medical help.

### **PERSONAL RESPONSIBILITY FOR SAFETY**

No safety rule is a complete substitute for common sense, nor can safety rules be devised to cover every situation you experience. For these reasons, good judgment must be used in every situation. Each person is responsible for the following:

#### **Individual Responsibility**

- Follow the approved practices and procedures or standards which apply, on any work you perform for the school.
- Use only the appropriate protective equipment and devices. Use such equipment or devices whenever the hazard justifies their use or when so instructed by your supervisor.
- It is the responsibility of everyone to make frequent inspections of tools and other equipment used to make sure such tools and equipment are in good physical condition.
- Report to your Supervisor/Instructor any condition which might injure any person or damage any property. The hazard should also be pointed out to others exposed to it in order to correct or avoid it before an accident occurs.
- Any injury which occurs at school, no matter how slight, or any accident that causes damage to property shall be reported immediately to the School President. All injuries and accidents should be reported to the Supervisor/Instructor by the end of the day.
- If anyone observes another who is about to endanger themselves, another person, or property while at the School, they should intervene immediately in such a way as to not endanger themselves.
- Alcoholic beverages are not allowed on the School property and use of such is prohibited. No one is to report for work or class evidencing any effects of alcoholic consumption.
- Controlled substances, such as marijuana and cocaine, are illegal by state and federal law. Their use and possession are prohibited on school property.
- Though the State of Arkansas legalized Marijuana for medical purposes, it is prohibited by Arkansas Welding Academy to be under the influence and dangerous while in the shop. Any substance that is legally prescribed and causes cognitive or physical impairment must be discussed with the Arkansas Welding Academy Director and a written plan be established and filed in student file that will establish safe practice if applicable. Should it be determined that use of prescribed medication jeopardizes

established safe welding practice, the student shall be allowed to leave AWA or should it be of short duration take a medical leave of absence.

- Liquids such as water or oil, excessive dust/dirt, or any other debris spilled on floors represent serious slipping and fire hazards and should be cleaned up immediately upon observation.

### **Accident Investigation and Reporting**

Anyone who suffers an injury during school shall promptly report such injury to the Supervisor/Instructor no later than end of the period on the day in which the injury occurred. Every accident shall be investigated to determine the cause and the steps needed to prevent a recurrence. It shall be the responsibility of the Supervisor/Instructor to obtain the complete and detailed facts of the accident as soon as possible after it occurs and to see that the required reports are made to the Administration.

### **Firearms**

Firearms, ammunition, explosives or other weapons are prohibited on the school property.

Exceptions to this policy are limited to the following instances:

- Department of Public Safety and other law enforcement agencies in performance of their normal duties may carry firearms on School property and
- Arkansas Concealed Carry or reciprocal states approved students. This shall be approved by Arkansas Welding Academy.

### **Good Housekeeping**

Good Housekeeping is essential to safe operation. It will result in fewer accidents and will reduce fire hazards. Oil and chemical spills should be cleaned up promptly to eliminate slipping and fire hazards. All work areas must be kept free of tools, materials, draped hoses, extension cords, and other objects which create hazards. Cleaning up the area where you are working is part of the job. A job is not completed until the area is cleaned up.

## **FIRE PREVENTION AND SECURITY**

### **Fire Prevention**

Everyone should exercise good judgment and conduct themselves in a manner that would prevent fires while on School property.

No one should smoke in areas where “No Smoking” signs are posted, or where hazard from smoking exists.

If a fire should occur, contact your supervisor/instructor or the School President.

Stay calm. If the fire is small, select the closest extinguisher and attack the fire by pulling the pin and aiming at the base of the fire (if this can be done safely). All fire extinguishers on Arkansas Welding Academy property are ABC rated and therefore good to use on any possible fire. Should the fire extinguisher be exhausted grab another...Arkansas Welding Academy has twice as many fire extinguishers as recommended by the City of Jacksonville Fire Marshall.

**NO MATTER IF FIRE IS OUT THE JACKSONVILLE FIRE DEPARTMENT IS TO BE NOTIFIED IMMEDIATELY TO ASSURE BY PROFESSIONALS THAT THE FIRE IS OUT AND THAT NO REIGNITION WILL OCCUR.**

The following chart describes the different types of fires normally encountered and the proper extinguisher to use in each case.

TYPES OF FIRES	TYPES OF EXTINGUIDHER AND AGENT
Ordinary Combustible Materials Such As Paper, Wood, and Trash	Water (Preferred) And Multi-purpose
Flammable Liquid And Gases such As Gasoline, Lubricating Oils and Natural Gas	Dry Chemical (Preferred) And Carbon Dioxide
Electrical such as Electronic Instruments And Switchgear Installations	Carbon dioxide (Preferred) And Dry Chemical

**Storage of Flammable Liquids**

Metal containers and/or safety cans equipped with flame arresters and spring actuated caps should be used for the storage and handling of all flammable liquids with a flashpoint of less than 100 degree F.

**SOLVENTS, CHEMICALS & CHEMICAL CLEANING, WATER TREATMENT**

**Rule**

All chemicals and solvents are treated as potential hazards from initial delivery to ultimate use and require the use of safe practices at all times.

Anyone handling flammable liquids or chemicals of any type should wear appropriate protective clothing and will comply with industry safe practices and the safety instructions on the container label in regard to both the use and storage of these materials.

Chemicals and materials with toxic fumes are to be used only in well-ventilated areas.

**Responsibility**

It is the responsibility of everyone to be aware of the hazards related to the use of solvents, chemical cleaning materials, and other chemicals and to enforce the rules related to their use. Hazards to be considered when using solvents, chemical cleaning materials, and other chemicals are:

- Contact with a hazardous material can cause skin rash or dermatitis, corrosive burns or eye damage.
- Potential explosive or fire hazard.

- The danger of ingestion of a poisonous, corrosive, or hazardous substance through the mouth or absorbed through the skin.
- The inhalation of a volatile solvent, gas or toxic dust which may produce asphyxiation, intoxication, or damage to mucous membrane and internal organs.

### **First Aid**

First aid procedures vary depending on the chemical nature of the materials in question. Follow the instructions on the container label.

In the event that a person should come in contact with solvent or chemicals in the eyes or on the skin, the affected area should be irrigated for a minimum of fifteen (15) minutes.

If anyone ingests chemical materials or is splashed with a hazardous material and irrigation facilities are not available, they should immediately be referred to a hospital emergency room.

### **SEVERE WEATHER**

#### **Tornado**

If (in the judgment of the President or administrator in charge) the threat of impending danger warrants it, the following actions may be taken:

- Dismissal of all classes and assembly of students and employees into interior hallways and away from glass windows, doors and partitions. Building One: Common lab area. Building Two: VACATE. Administration Building: Hallway and bathrooms.
- Everyone should remain in these “safe” areas until in the opinion of the President or Instructors the threat of danger is past.
- If the tornado or destructive wind strikes the building, everyone should sit on the floor, with backs against the wall, their heads between their knees, and their hands clasped over the backs of their heads until all danger is past.

#### **Flooding**

Due to the elevation of the School, buildings at Arkansas Welding Academy are not likely to flood. However, during periods of flooding, the President or staff will remain in contact with appropriate authorities and will keep both students and employees advised of local road conditions.

#### **Ice and Snow**

In the event that ice and/or snow threaten to make highway travel hazardous, the President or staff may dismiss classes to allow commuters to return home safely.

#### **Closing the School as the Result of Severe Weather**

President and staff have the authority to close the School. When this action is taken, the President or staff will notify the students and faculty. In addition, it will be posted on the School’s website and the local radio station (THV 11) will be notified and asked to broadcast the notice of closing. Arkansas Welding Academy will follow the majority of the school closings in CENTRAL ARKANSAS. Please note that all decisions are being made from Cabot, Arkansas and may not represent road conditions in your area. Students who decide that road conditions in their area are unsafe should NOT ATTEMPT travel to school. Any such absences shall be duly documented on the next school day and coded excused.

#### **Self-Determination Policy**



No student will attempt to attend class and no employee will report to work if, by their opinion or by the warning of law enforcement officials, travel conditions in their area are unsafe (or if other circumstances would place their lives/health in jeopardy).

## **EVACUATION PROCEDURES**

### **Emergency Evacuation**

During an emergency evacuation, each instructor is responsible for the safe and orderly evacuation of his/her class. Instructors not in class should assist with any evacuation problems that may arise. It is the instructor's responsibility to prevent panic, control traffic, and provide calm leadership.

The following guidelines should be observed:

- Instructors should know the shortest route from the classroom to the nearest exit.
- When the need to evacuate the building arises, the class should be directed to move single file through the nearest exit and well beyond the building to an area of safety.
- The instructor should be last to leave in order to check that all students are out of the classroom and to close the door.
- Never return to the building until instructed to do so by the appropriate authorities.

## **CRITICAL INCIDENT RESPONSE PLAN**

### **OBJECTIVES**

1. To coordinate the School's response to critical incidents while pay special attention to the safety and security needs of members of the AWA community.
2. To maintain the safety and security of faculty, staff and students as a whole in the event of a critical incident.
3. To provide counseling, guidance, and appropriate support services to the families, friends, students, and campus community members in the event of a critical incident.

### **DEFINITION OF A CRITICAL INCIDENT**

A critical incident is a situation that involves AWA student(s) and/or employee(s) that creates a major disruption of normal operations and calls for a response beyond normal school operational procedures. Examples may be situations such as natural/structural disasters, violent behavior or life-threatening injury or illness.

*(Note: this plan is for general information only. During an actual critical incident, variations might be made depending on the nature of the event and the situation.)*

### **STUDENT ASSISTANCE SERVICES**

#### **Personal Counseling Referrals**

The President of AWA will act as the referral agent for student seeking assistance for emotional or personal counseling services.



## **PROCEDURES FOR ARKANSAS WELDING ACADEMY**

**Step 1 Arkansas Welding Academy** - The President or School Director is notified of a critical incident involving a AWA student or employee at (501) 982-9353 during the day, (501) 286-3297 after hours or holidays. First responders may call 911 if they determine that immediate medical attention is necessary. Once emergency services have been contacted, all steps in this process must be followed.

**Step 2 Arkansas Welding Academy** – The President gathers information concerning the critical incident and responds accordingly. In the event that scheduled classes need to be cancelled or altered in some manner the School Director will contact the faculty. The President will contact the student’s and the closure will be posted on the college website.

[www.arkansasweldingacademy.edu](http://www.arkansasweldingacademy.edu). Any media contact, press releases, email or website assistance must be coordinated through the School President.

**Step 3 Arkansas Welding Academy** – Depending on the evaluation of the situation, one or more of the following may occur:

- **Step 3A – Arkansas Welding Academy** will without delay, taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless the notification, in the professional judgment of responsible authorities, compromise efforts to assist victims or to contain respond, to or otherwise mitigate the emergency. The President goes to scene of the incident to assess the need for back-up personnel. Based on the initial findings and upon agreement with either the President or Director, the response may include: dealing with the situation alone, contacting appropriate outside agencies (e.g. local police, hospital), contacting family members, contacting counseling center.
- **Step 3B --** If warranted, an emergency meeting of the Critical Incident Response Team (CIRT) may be called after evaluation of the situation with the consent of the President and/or Director. Current contact information for the CIRT is posted around campus in each building at AWA and is provided to all AWA faculties on a laminated business card.
- **Step 3C** – President initiates family contacts.
- **Step 3D** – CIRT Command Headquarters is activated in the President’s Office. The Crisis Center (if activated) will be located in the Administration building. The CIRT Command Head Quarters will communicate directly with the Crisis Center on activities and communications to be carried out.
- **Step 3E** – Emergency CIRT meeting is called. If determined in the emergency CIRT meeting, the CIRT will assist the President in dealing with the critical incident. This may include: assisting affected student or employee’s family members, counseling with students or college employees, gathering additional information, etc.
- **Step 4 Arkansas Welding Academy** – Once the issue/situation is under control, the CIRT will meet and debrief. Any needed follow-up plans, communications, activities, and/or programs will be determined for final resolution of the critical incident. Timelines for these activities will be determined and a closure/evaluation meeting of the CIRT will be scheduled. CIRT will evaluate all responses to critical incident at the closure/evaluation meeting.

- **Step 5 Arkansas Welding Academy** – The CIRT will recommend to the President any policy revisions in procedures and will compile a Critical Incident Report to be filed in the Office of the President.

**Arkansas Welding Academy Crisis Center**

When a critical incident involves responses from a variety of personnel, a Crisis Center will be established in the Administration building. The CIRT Command Headquarters (HQ) will communicate with the Crisis Center to coordinate all activities involved in the responses to the critical incident. Communications involving responding personnel will be dispersed through this Crisis Center by the Center Head as directed by the CIRT. The President will assign the Center Head of the Crisis Center when a situation arises. The Center head is responsible for gathering any documents and/or gear necessary. **Members of the Arkansas Welding Academy**

**CRITICAL INCIDENT RESPONSE TEAM**

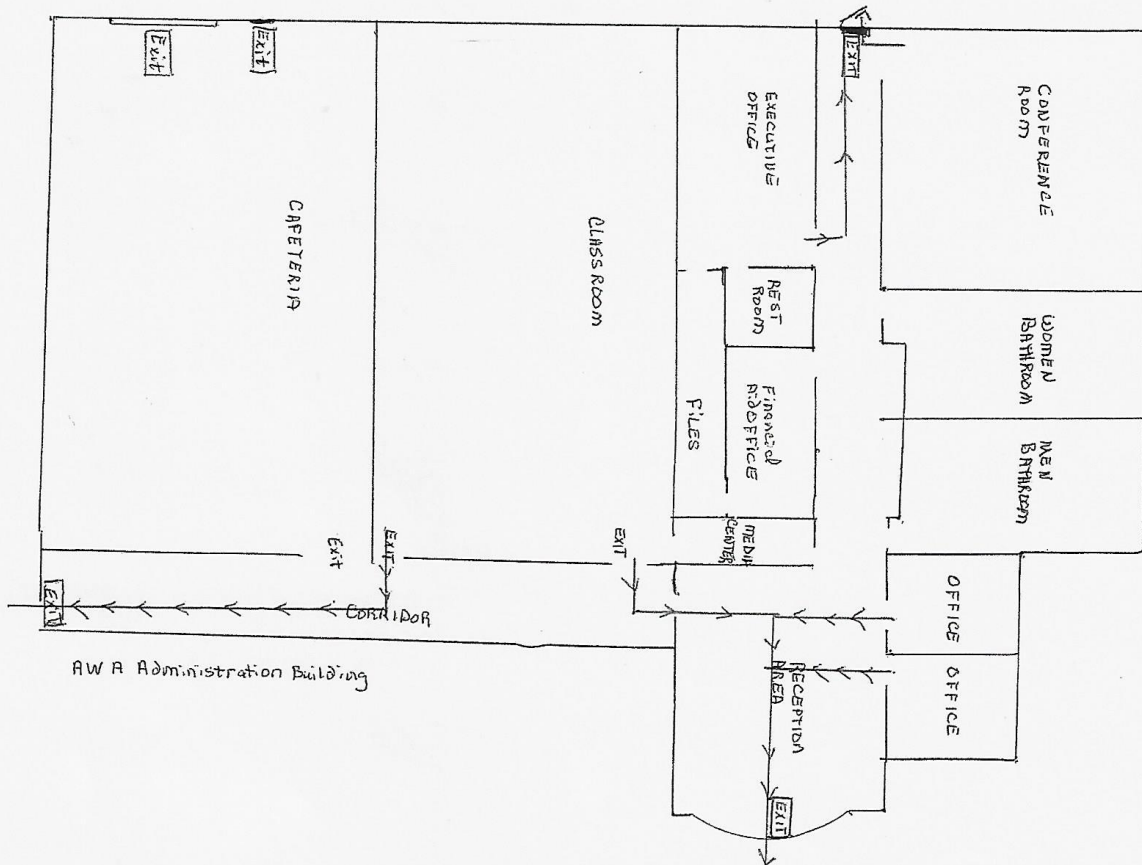
Critical Incident Response Team (Campus Security Authorities)			
Title	Name	Contact Information	Date Policies & Procedures were last Updated
President	Alice Obenshain	501-286-3297	08/29/2023
Director/Instructor	Quan Tran	501-422-9328	08/29/2023
Instructor	Brad Rogers	870-402-8153	08/29/2023
Engineer	Andrew Obenshain	501-428-9494	08/29/2023
Student Liaison	Hector Diaz	323-388-6266	08/29/2023
Instructor	Heath Hutchison	501-438-5448	08/18/2023
Instructor	Chase McCluskey	501-658-6202	11/13/2023
Assistant Instructor	Caden McCluskey	501-772-5285	11/13/2023
Student Liaison	Cassidy Goddard	501-766-6142	11/13/2023

***Documentation is kept in the administrative building in fire-proof cabinets at 1920 N. Redmond Rd. Jacksonville AR, 72076***

**Local Community Emergency Services**

<b>All Emergencies (Fire, Police, Sheriff, Ambulance)</b>	<b>911</b>
<b>Poison Control Center</b>	<b>1-800-222-1222</b>
<b>Suicide Hotline</b>	<b>1-800-784-2433</b>
<b>Baptist Health-North Little Rock Emergency Room</b>	<b><a href="tel:(501)202-3000">(501) 202-3000</a></b>
<b>Unity Health Jacksonville</b>	<b>(501)453-5000</b>

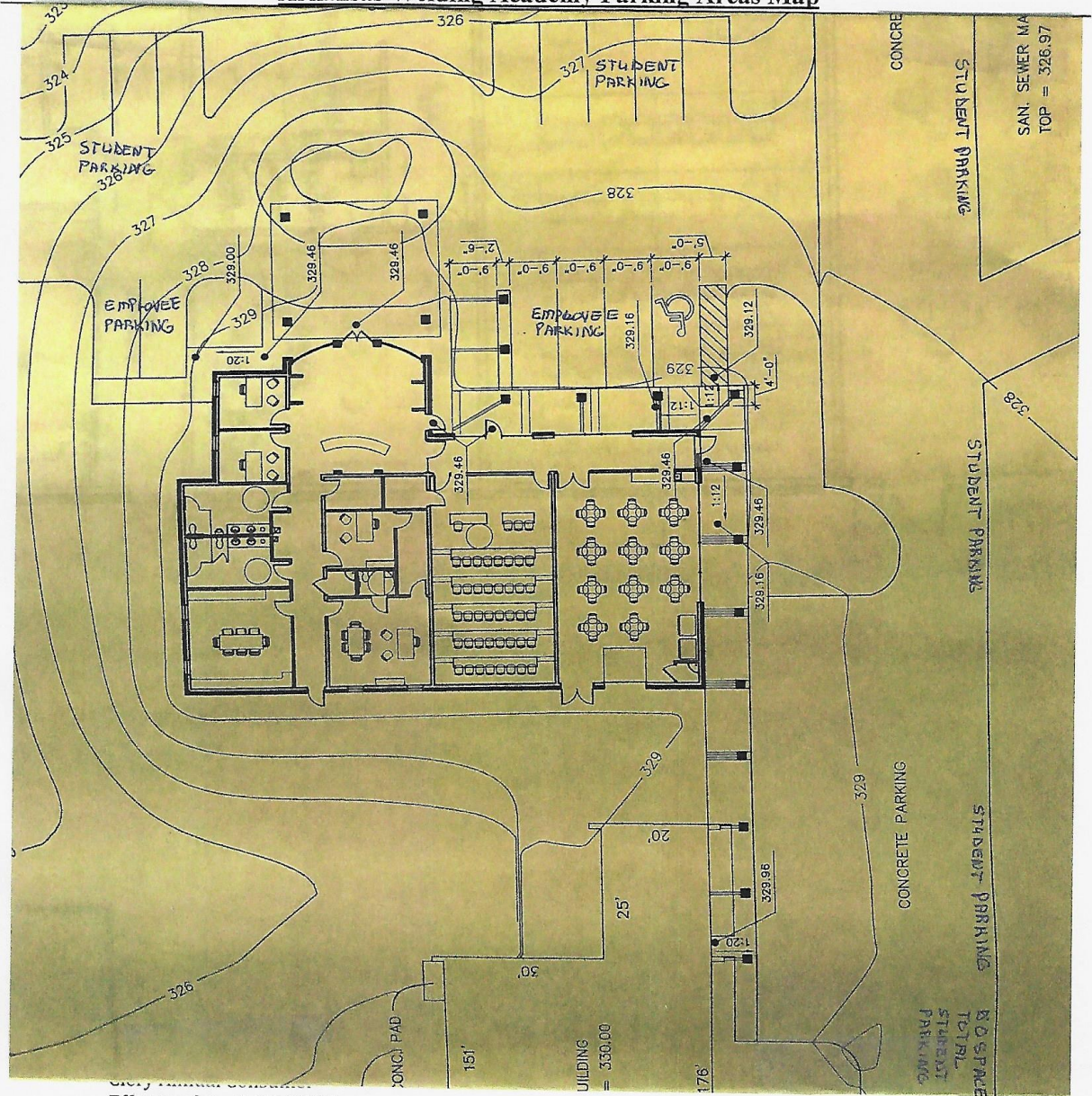
**Arkansas Welding Academy Administration Building Floor Plan With Exit Routes**



Clery Annual Consumer  
Effective date: 8/16/2017  
Revision date: 8/16/2017

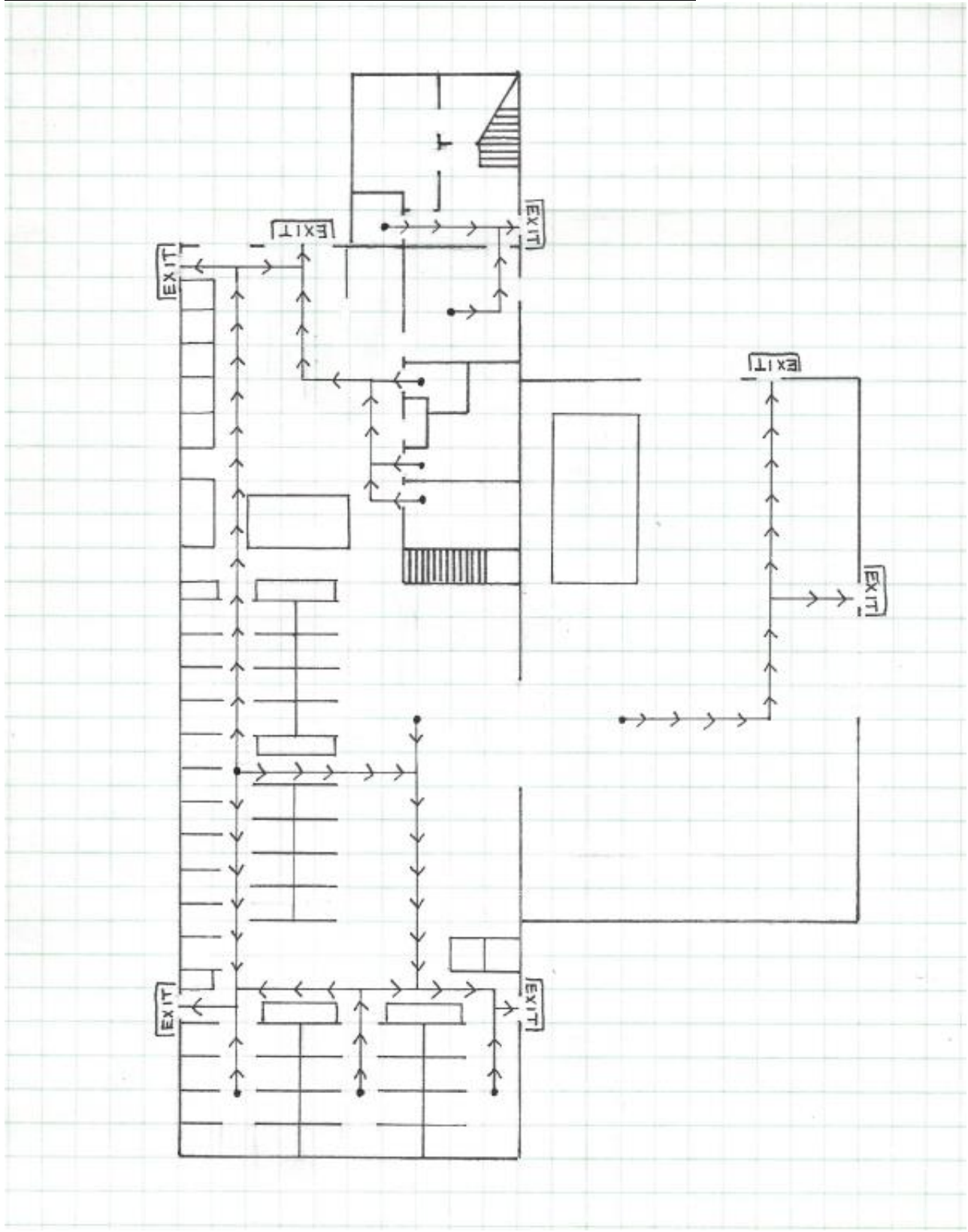


### Arkansas Welding Academy Parking Areas Map



Effective date: 8/16/2017  
Revision date: 8/16/2017

**Arkansas Welding Academy Shop/Lab Floor Plan with Exit Routes**



**Emergency Communication Guidelines**

In the event of an emergency that directly affects Arkansas Welding Academy all students and employees will be notified by telephone, e-mail and the School website. The notification will be done without delay, and take into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the professional judgement of responsible authorities, compromise efforts to assist a victim or to contain, respond to or otherwise mitigate the emergency.

**EXAMPLES OF LIFE THREATING/SERIOUS SITUATIONS AND RESPONSES****FIRES:**

- **Examples: Buildings, Grounds, Automobiles**
  1. Call the appropriate college official at the location.
  2. Clearly identify the location of the incident.
    - a. Building name
    - b. Physical location on campus
    - c. Room or area where fire is located
  3. Evacuate the area.
    - a. Check the evacuation signs posted in hallway and
    - b. Follow to the Exit
    - c. Gather in Parking lot
  4. Call the Fire Department
    - a. Remain in Parking lot until the Fire Department has indicated that it is safe to re-enter the building.

**SEVERE WEATHER: (i.e., Tornado)**

- **Tornado Watch** – Indicates that conditions are right for a tornado to develop and that the sky and public information system should be monitored.
- **Tornado Warning** – Indicates a tornado has been sighted or is indicated on radar and confirmed by spotters.
  - When a tornado **WARNING** is received by way of siren or public broadcast:
    - AWA faculty and staff will insure that all persons with disabilities are evacuated to designated safety areas first, along with other students and visitors.
    - If a designated safety area cannot be reached, move away from windows to an inside hall or take cover under desks or tables.
    - Protect yourself by:
      - Lying face down
      - Drawing your knees up under you
      - Covering the back of your head with your hands

**EMERGENCY EVACUATION SIGNS ARE LOCATED IN THE HALLS OF EACH OF THE BUILDINGS.**

**POWER OUTAGE:**

- If an electric power outage occurs, the following procedures need to be taken:



- Emergency flashlights will come on in each room.
- Open doors and window coverings to take advantage of natural lighting.
- Help those in need of assistance.
- Carry flashlight to the Exits.

**CRIMINAL DISTURBANCE:**

- EXAMPLES:

Robbery

Assault (verbal or physical)

Theft in progress

Hostage situation

Gang activity

Weapon on campus

1. Do not resist or attempt to retaliate unless your life depends on self-defense.
2. Call local law enforcement.
3. Report any criminal disturbance to the School President immediately.

**BOMB THREATS:**

1. Do not hang up or put the person on hold.
2. Record date and time you were notified of a bomb threat.
3. Obtain as much information as possible.
4. Call the School President or Director.
5. The School President or Director will call the local law enforcement.
6. Do not take any further action, unless you are specifically asked to do so.

**DISRUPTIVE BEHAVIOR:**

- Immediately report all cases of criminal mischief, disorderly conduct, or disruptive behavior to the School President or Director.
- Examples of disruptive behavior:
  - Throwing rocks in windows
  - Blocking chairs and tables in classrooms
  - Writing on walls and defacing the School property
  - Verbal abuse of students or employees
  - Disturbing instructors or students
  - Unauthorized protests

Make written documentation of incident.

**DRUG/ALCOHOL INTOXICATION:**

- Immediately call the School President or Director.

**UNUSUAL BEHAVIOR:**

Recognize the ability of the disturbed person to deal rationally with his/her behavior is limited; therefore:

1. Contact the School President or Director.
2. Do not argue with the person, no matter how unusual the conversation may seem.
3. Make no threatening movements or comments to the person.
4. Designate one student to contact additional staff.



5. Remain calm during your conversation with the person.
6. Remain with the person until help arrives, unless you and others feel an immediate threat to your safety.

### **MEDICAL EMERGENCY:**

- Injury to any person or persons requiring treatment by a physician or by registered professional personnel under the standing orders of a physician (i.e., paramedics, ambulance personnel, nurses, etc.)
  - Reportable examples include but are not limited to:
    - Medical emergencies
    - Occupational accidents requiring medical treatment other than minor first aid.
    - Accidents caused by property damage or unsafe conditions.
    - Apparent minor injuries that may become major injuries requiring medical treatment by a physician at a later date.
1. Staff or students may call 911 if they determine that immediate medical attention is necessary. Once emergency services have been contacted, the School President or Director should be notified of the location of the emergency.
  2. ALWAYS document the incident.

### **MINOR FIRST AID:**

For the treatment of minor injuries not requiring the services of a physician or registered professional personnel under the standing orders of a physician, a Red Cross First Aid Kit is maintained in the Ladies Restroom with band aids and supplies for minor injuries.

### **EVACUATION PROCEDURES:**

In the situation where a building must be evacuated, evacuation routes are posted in the hallways of the buildings. For instructors, follow the path indicated unless it endangers you or your students. Be aware of alternate routes to leave your building. Once outside assemble the group to account for your students. Shut doors behind you as you leave, ensuring all students are out of the room/building.

In the event staff should have to evacuate a facility, they are to close their office doors behind them and exit according to the posted evacuation routes, unless they are blocked or unsafe. Evacuation routes are posted in the halls of the buildings. All staff should familiarize themselves with alternate routes from their office to the outside. In the event of a tornado, staff should move to the interior offices and protect themselves, if possible.

### **LOCKDOWN PROCEDURES:**

The lockdown process will only be initiated with the approval of the School President or Director.

Lockdown is intended to limit access and hazards by controlling and managing staff and students in order to increase safety and reduce possible victimization.

#### **Lockdown Basics:**

- REMAIN CALM
- If safe, check halls and clear them of students and staff.
- Lock all doors and barricade with furniture if necessary.
- Lock windows and close blinds.

- Do not unlock doors or allow anyone in or out until ordered to do so by proper authorities. Keep cell phone with you if possible. Faculty/Staff will be updated through their cell phones.

**EMERGENCY RESPONSE AND EVACUATION DRILLS**

Arkansas Welding Academy conducts a test of the emergency response and evacuation procedures at least once a term. The test may be announced or unannounced to the students and takes place at a time when most of the students, faculty and staff are expected to be present on campus. An emergency response log is maintained in the President's Office and includes the date, time and whether the Drill was announced or unannounced.

## Title IX Policy and Procedure

**Purpose:** This policy defines and prohibits discrimination on the basis of sex, including sexual harassment, in education programs and activities; details how to report a violation of this policy; describes Arkansas Welding Academy's resources and supportive measures to protect those involved in the process; and outlines investigation, disciplinary, and due process procedures for addressing and reported violations of this policy. This policy applies to all persons who are (1) employed by, attending, or affiliated with Arkansas Welding Academy; (2) participating in any Arkansas Welding Academy program or activity, including but not limited to trustees, administrators, faculty, staff, students, independent contractors, volunteers, and guests; and/or (3) visiting Arkansas Welding Academy campus or any property owned or leased by Arkansas Welding Academy.

### References:

- 2.1 Americans with Disabilities Act (ADA)
- 2.2 Campus Sexual Violence Elimination Act (SAVE)-Reauthorization of the Violence against Women Act of 2013 (VAWA)
- 2.3 Family Educational Rights and Privacy Act (FERPA)
- 2.4 Health Insurance Portability and Accountability Act (HIPAA)
- 2.5 Jeanne Clery Disclosure of Campus Security Police and Campus Crime Statistics Act (Clery Act)
- 2.6 Title VII of the Civil Rights Act of 1964 (Title VII)
- 2.7 Title IX of the Higher Education Amendments Act of 1972 (Title IX)
- 2.8 Title 5 of the Code of Arkansas (A.C.A § 5)
- 2.9 Title 25 of the Code of Arkansas (A.C.A § 25)
- 2.10 Title 16 of the Code of Arkansas (A.C.A § 16)
- 2.11 Arkansas State Board of Private Career Education's Student Disciplinary Processes
- 2.12 Arkansas State Board of Private Career Education's Restrictions on Faculty/Staff Relationships with Students

### Definitions:

- 3.1 **Actual Knowledge:** Notice of sexual harassment or allegations of sexual harassment to the Arkansas Welding Academy Title IX Coordinator or any official of Arkansas Welding Academy who has authority to institute corrective measures on behalf of Arkansas Welding Academy. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of Arkansas Welding Academy with actual knowledge is the respondent. The mere ability or obligation to

report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of Arkansas Welding Academy.

- 3.2 Complainant, victim, or alleged victim:** An individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- 3.3 Consent:** Consent to engage in a sexual encounter must be given by all participating parties; must be clear, knowing, and voluntary; and may be given only by someone who is 18 years of age or older and is not mentally and/or physically incapacitated. Consent is active, not passive. Consent requires an affirmatively communicated willingness through words and/or actions to participate in sexual activity. Silence, in and of itself, may not be interpreted as consent.
- 3.4 Dating Violence:** as defined at 34 U.S.C. 12291(a)(10), dating violence means violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
- (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.
- 3.5 Discrimination:** For purposes of this policy, adverse action towards Arkansas Welding Academy employees or students in the terms or conditions of employment; Arkansas Welding Academy admission or education; access to Arkansas Welding Academy programs, services, or activities; or other Arkansas Welding Academy benefits of services, on the basis of their inclusion or perceived inclusion (in the case of sexual orientation, gender identity, or gender expression) in the protected classes of sex, pregnancy, pregnancy-related conditions, sexual orientation, gender identity, or gender expression that has the effect of denying or limiting participation in Arkansas Welding Academy programs or activities.
- 3.6 Domestic Violence:** as defined in 34 U.S.C. 12291(a)(8), domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth (ages 11-24) victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- 3.7 Formal Complaint:** A document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Arkansas Welding Academy investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of Arkansas Welding Academy with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic

mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by Arkansas Welding Academy. As used in the paragraph, the phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by Arkansas Welding Academy) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

- 3.8 Incapacitation:** An individual who is incapacitated cannot give consent to engage in a sexual encounter. Incapacitation is defined as the physical and/or mental inability to make informed, rational judgements. Factors that could be indications of incapacitation include but are not limited to mental or physical disability; lack of sleep; alcohol; illegal, date-rape, or prescription drug use; unconsciousness; blackout; or involuntary physical restraint. Being intoxicated by drugs or alcohol does not diminish one’s responsibility to obtain consent. The factors to be considered when determining whether consent was given include whether the accused knew, or whether a reasonable person should have known, that the complainant was incapacitated.
- 3.9 Party:** Complainant or respondent.
- 3.10 Preponderance of evidence:** The evidentiary standard used during a sexual misconduct investigation/review to determine if the allegations occurred and if an Arkansas Welding Academy violation has occurred. Preponderance of evidence means it is more likely than not, or more than 50 percent in favor, that the misconduct occurred as alleged.
- 3.11 Respondent:** Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- 3.12 Retaliation:** An action, performed directly or through others, that is aimed to dissuade a reasonable person from engaging in a protected activity or is done in retribution for engaging in a protected activity. Action in response to a protected activity is not retaliatory unless (i) it has a materially adverse effect on the working, academic, or other Arkansas Welding Academy related environment of an individual and (ii) it would not have occurred in the absence of (but for) the protected activity. Examples of protected activities include reporting (internally or externally) a complaint of sexual harassment in good faith, assisting others in making such a report, or honestly participating as an investigator, witness, decision maker, or otherwise assisting, in an investigation or proceeding related to suspected sexual harassment.
- 3.13 Sexual Assault:** as defined at 20 U.S.C. 1092(f)(6)(A)(v) and the uniform crime reporting system of the Federal Bureau of Investigation, sexual assault means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent; also unlawful sexual intercourse, including the following:
- 3.13.1 Rape-**Any penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without consent.
- 3.13.2 Sodomy-**Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because his/her age or because of his/her temporary or permanent mental or physical incapacity.

**3.13.3 Sexual Assault With An Object-**To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because his/her age or because his/her temporary or permanent mental or physical incapacity.

**3.13.4 Fondling-**The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because his/her age or because his/her temporary or permanent mental or physical incapacity.

**3.13.5 Incest-Nonforcible** sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Arkansas Law. See Arkansas Code section [A.C.A § 5-266-202](#)

**3.13.6 Statutory Rape-Nonforcible** sexual intercourse with a person who is under Arkansas' statutory age of consent. See Arkansas Code section [A.C.A § 5-14-103](#).

**3.14 Sexual Harassment:** Conduct on the basis of sex that satisfies one or more of the following: (1) An employee of Arkansas Welding Academy conditioning the provision of an aid, benefit, or service of Arkansas Welding Academy on an individual's participation in unwelcome sexual conduct; (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Arkansas Welding Academy education program or activity; or (3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v). "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

**3.15 Sexual Assault Response Team (SART):** A committee of trained interdepartmental Arkansas Welding Academy staff working collaboratively to provide services for the Arkansas Welding Academy community by offering specialized sexual assault intervention services, including but not limited to ensuring the immediate safety of the alleged victim, taking interim measures as necessary, and remediating the effects of substantiated sexual misconduct.

**3.16 Stalking:** as defined at 34 U.S.C. 12291(a)(30), stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for their safety or the safety of others; or (B) suffer substantial emotional distress.

**3.17 Supportive Measures:** Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Arkansas Welding Academy's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Arkansas Welding Academy's educational environment, or deter sexual harassment investigation. Supportive measures may include counseling, extension of deadlines or other course-related adjustments, modification of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Arkansas Welding Academy must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Arkansas Welding Academy to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

**3.18 Title IX Coordinator:** Arkansas Welding Academy must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under Title 34 of the Code of Federal Regulations, part 106, which employee must be referred to as the “Title IX Coordinator.”

**3.19 Arkansas Welding Academy Community Members:** All persons employed by or affiliated with Arkansas Welding Academy in any way and persons participating in any Arkansas Welding Academy program or activity, including but not limited to trustees, advisory board members, administrators, faculty, staff, students, independent contractors, volunteers, and guests or visitors to any part of Arkansas Welding Academy or any property owned or leased by Arkansas Welding Academy.

**3.20 Decision Maker:** Determine responsibility, remedies, disciplinary actions, evaluate evidence and its relevance. Issue written decision, remedies. Cannot be the Title IV coordinator or the decision maker.

**3.21 Non decision maker or investigator:** Can be single person or panel. No bias or conflict of interest.

**3.22 Title IV coordinator and hearing officer:** Decorum of proceedings.

## 4 Sex Discrimination, Sexual Harassment, and Retaliation Prohibited

**4.1 Scope of Policy:** This policy applies to all employees of Arkansas Welding Academy and any persons participating, or attempting to participate, in an Arkansas Welding Academy Program or Activity. To the extent that any other Arkansas Welding Academy policies address sex discrimination, sexual harassment, or retaliation, as defined in this policy, this policy and its procedures govern.

**4.2** Arkansas Welding Academy does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX and 34 CFR part 106. The requirements not to discriminate in education programs or activities extends to admission and employment. Inquiries about the application of Title IX and its regulations to Arkansas Welding Academy may be referred to the Title IX Coordinator, to the Department of Education, Office for Civil Rights, or both.

**4.3** Arkansas Welding Academy prohibits sex discrimination, sexual harassment, and retaliation as defined in this policy. Violations of this policy include but are not limited to acts or attempts of dating and relationship violence; domestic violence; discrimination based on sex, pregnancy, pregnancy-related conditions, sexual orientation, gender identity, or gender expression; hostile environment based on sex, pregnancy, pregnancy-related conditions, sexual orientation, gender identity, or gender expression (including intimidation and hazing/bullying); sexual harassment; sexual assault (including nonconsensual sexual contact or nonconsensual sexual intercourse); sexual exploitation (including engaging in sexual trafficking); and stalking.

**4.4 Consent:** All participants in the sexual activity are responsible for ensuring that they have the consent of all involved to engage in sexual activity. Any individual who engages in sexual activity without receiving clear, knowing, and voluntary consent, or in which one of the parties withdraws consent at any point but is forced to participate, has violated this policy. Sexual activity with someone



deemed unable to grant clear, knowing, and voluntary consent constitutes a violation of this policy. This includes, but is not limited to, individuals who are:

**4.4.1** Mentally and/or physically incapacitated for any reason (such as by mental or physical disability; lack of sleep; alcohol; illegal, date-rape or prescription drug use; unconsciousness; blackout; or involuntary physical restraint);

**4.4.2** Under the age of 18; or

**4.4.3** Forced to give consent in any way, including but not limited to be coercion, intimidation, duress, deception, threats, implied threats, and/or physical force.

**4.4.4** Consent to any one form of sexual activity does not automatically imply consent to any other forms of sexual activity. Past consent to sexual activity does not imply ongoing future consent. The current or past existence of a relationship does not imply consent. Whether an individual has taken advantage of a position of authority over an alleged victim may be a factor in determining consent or coercion.

**4.5 Sexual Conduct with Subordinate Employees or Students:** Employees shall not engage in sexual conduct with subordinate students or employees unless there has been proper disclosure and potential for abuse of power has been removed. Subordinate students and employees cannot consent, as defined in this policy, to sexual conduct amid the potential for abuse of power. The purpose of this restriction is to prohibit the abuse of power by employees and the exploitation of subordinate students or employees.

**4.5.1** Subordinate students are Arkansas Welding Academy students or applicants whose educational opportunities could be adversely impacted by employees.

**4.5.2** For purposes of this section, sexual conduct is any sexual relationship or sharing any sexually explicit or lewd communication, image, or photograph. Sharing sexually explicit or lewd communication, image or photograph does not include any communication, image, or photograph that faculty share with students as part of a legitimate academic exercise, such as pedagogical requirements for specific classes such as OSHA 30 etc.

**4.5.3** For purposes of this section, educational opportunities include admission, receipt of financial aid, assessment of academic performance, or placement in academic opportunities such as internships, assistantships, and graduation.

**4.5.4** All employees engaging or intending to engage in sexual conduct with subordinate student or employee shall immediately disclose the relationship to their direct supervisors and the Title IX Coordinator, or be subject to disciplinary action, up to and including termination. Supervisors who receive such reports or who otherwise become aware of such relationships shall promptly report the relationship to the Title IX Coordinator, who shall work with the relevant parties to remove the subordinate relationship to ensure compliance with Arkansas Code and this policy. If the subordinate relationship cannot be removed or otherwise appropriately be managed, the employee shall be subject to discipline, up to and including termination. At no time or circumstance is it allowed for any Arkansas Welding Academy



employee to have intimate relations with a current student of Arkansas Welding Academy. Note that notification of engaging or intending to engage in sexual relation shall not ensure Arkansas Welding Academy approval.

**4.6 Retaliation Prohibited:** Neither Arkansas Welding Academy nor any member of Arkansas Welding Academy community may intimidate, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

**4.6.1** Intimidation, threats, coercion, or discrimination, including charges against an individual for policy violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secure by Title IX or this part, constitutes retaliation.

**4.6.2** Any Retaliatory threat or act of violence against victims or witnesses of sexual violence, moreover, is a third-degree felony under Arkansas Code A.C.A §5-53-112 and may be subject to criminal prosecution.

**4.6.3** Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination under this policy.

**4.7** Nothing in this policy shall be interpreted as diminishing any party's rights protected under the United States Constitution or employee rights under Title VII of the Civil Rights Act of 1964 to be free from discrimination on the basis of race, color, religion, sex, and national origin.

## 5 Title IX Notification

**5.1** Arkansas Welding Academy must notify applicants for admission or employment, students, employees of:

**5.1.1** The name or title, office address, electronic mail address, and telephone number of the employee designated as the Title IX Coordinator.

**5.1.2** The nondiscrimination policy statement contained in section 4 of this policy, Arkansas Welding Academy's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how Arkansas Welding Academy will respond.

**5.1.3** Arkansas Welding Academy must prominently display the contact information and policy statement described in 5.1 on its website and in each handbook or catalog that it makes available to applicants for admission and employment, students, employees, or all unions or professional organizations holding collective bargaining or professional agreements with Arkansas Welding Academy.

## 6 Reporting

**6.1 How to Report:** Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), to the Title IX Coordinator using any of the following methods:

**6.1.1** In person at Arkansas Welding Academy 1920 N. Redmond Road Jacksonville, AR 72076  
During business hours only.

**6.1.2** By Mail: Arkansas Welding Academy  
1920 N. Redmond Road  
Jacksonville, AR 72076  
Attn: Title IX Coordinator

**6.1.3** By Phone: (501)982-9353 During business hours only.

**6.1.4** By any other means that results in the Title IX Coordinator receiving the person's oral or written report.

**6.2 Who Must Report:** The following employees are officials with authority to institute corrective measures who must report sexual harassment or other sex discrimination to the Title IX Coordinator:

**6.2.1** The Director and all employees reporting directly to the director;

**6.2.2** All supervisors, when reports concern their direct or indirect subordinates as potential complainants or respondents;

**6.2.3** The individual instructors

**6.2.4** Consistent with Arkansas A.C.A §5-14-114, anyone who reasonably suspect an incident of sexual harassment or abuse involving a minor shall be immediate report to the local police department. Employees who become aware of allegations involving a minor shall notify the Title IX Coordinator and their supervisor or instructor that they have reported the allegation to the police.

**6.3 Who May Report:** All other faculty, staff, and students who become aware of sex discrimination or harassment are encouraged to report such issues, with the consent of the alleged victim, to the Title IX Coordinator.

**6.4 Who May Not Report:** Licensed mental health counselors and medical professionals working within the scope of their license, or designated advocates authorized by the Title IX Coordinator, generally may not report incidents of sexual harassment except with written consent or in instance of imminent danger or when the victim is a minor or vulnerable adult.

## 7 Confidentiality

**7.1** Arkansas Welding Academy must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair Arkansas Welding Academy's ability to provide supportive measures.

**7.2** Arkansas Welding Academy must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the federal Family Educational Rights and Privacy Act, its regulations, or as required by Arkansas A.C.A. §25-19-105 (find Government Records and Management Act) , the federal Health Information Portability and Accountability Act (HIPAA) or other law, or to carry out the purposes of Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising under Title IX.

**7.3** Arkansas Welding Academy shall protect confidential communications to designation Arkansas Welding Academy advocates authorized by the Title IX Coordinator, protected under the Arkansas (A.C.A. § 16-7-206) , where disclosure is not required by applicable federal law, including Title IX, Title VII, or the Clery Act, or consented in writing.

## **8 Training**

**8.1** Arkansas Welding Academy shall train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process on the definition of sexual harassment, the scope of Arkansas Welding Academy's education program or activity, how to conduct an investigation and grievance process including live hearings, appeals, informal resolution processes and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflict of interest, and bias.

**8.1.1** Training materials must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

**8.2** Arkansas Welding Academy will train decision-makers how to determine issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, on evidentiary standards, and on live hearing procedures.

**8.3** Arkansas Welding Academy also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

**8.4** Arkansas Welding Academy will provide training to the Title IX Coordinator(s), hearing officers, and other necessary parties on all technology to be used in live hearings.

**8.5** All materials used to train Title IX Coordinators, Investigators, Decision-makers, and any person who facilitates an informal resolution process must be made publicly available on Arkansas Welding Academy's website.

**8.6** Training for decision makers must include:

**8.6.1** 106.3: The definition of sexual harassment

**8.6.2** The scope of the recipient's education program activity

**8.6.3** How to:**8.6.3.a** Conduct an investigation**8.6.3.b** Guide parties through schools grievance procedure**8.6.3.c** Hold hearings at the school and review if applicable**8.6.4** Appeals, informal resolution processes, etc.**8.6.5** How to review impartially, amid prejudice of the facts at issue, conflicts of interest and bias.**8.6.6** Sources of reference with respect to proposed questions and the introduction of evidence; including understanding that questions and evidence about the complainant's sexual predisposition or prior sexual behaviors are generally not relevant; i.e. "she said yes before." Is not relevant at this time.**8.6.7** A recipient must ensure that decision makers receive training on technology to be used at the live hearing.

## 9 Recordkeeping

**9.1** The Title IX Office must maintain the following records for a period of seven years:**9.1.1** Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required by this policy, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to Arkansas Welding Academy's education program or activity;**9.1.2** Any appeal and the result;**9.1.3** Any informal resolution and the result; and**9.1.4** All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.**9.2** For each report to the Title IX Coordinator of sexual harassment in an Arkansas Welding Academy education program or activity against a person in the United States, the Title IX Office must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the Title IX Office must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to Arkansas Welding Academy's education program or activity. If Arkansas Welding Academy does not provide a complainant with supportive measures, then the Title IX Office must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit Arkansas Welding Academy in the future from providing additional explanations or detailing additional measures taken.

## 10 Preliminary Review of Reports of Sexual Harassment

**10.1 Scope and Applicability of These Procedures:** All reports and formal complaints of sex discrimination, sexual harassment and retaliation, as defined in this policy, are subject to the procedures set forth in this section.

### 10.2 Preliminary Review of Reports of Sexual Harassment:

**10.2.1 General Response:** Upon receiving a report of sexual harassment, the Title IX Coordinator shall promptly contact the complainant to (1) discuss the availability of supportive measures, (2) consider the complainant's wishes with respect to supportive measures, (3) inform the complainant of the availability of supportive measures with or without filing of a formal complaint, and (4) explain the process for filing a formal complaint.

**10.2.2 Emergency Removal:** Arkansas Welding Academy may remove a respondent from all programs and activities on an emergency basis, provided that the appropriate officials undertake an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student, employee, or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**10.2.2.1 Non-student Employee Leave:** A non-student employee respondent may be placed on administrative leave in accordance with Arkansas Welding Academy employee handbook.

**10.2.3** The Title IX Coordinator must further assess the reported conduct for any Clery obligations, including issuance of a timely warning, and report to campus or local law enforcement when necessary.

### 10.3 Grievance Process General Principles:

**10.3.1** Complainants, respondents, and witnesses shall be treated equitably and with respect throughout the grievance proceedings.

**10.3.1.1** Arkansas Welding Academy will evaluate all relevant evidence-both inculpatory and exculpatory-objectively and determine credibility without respect to a person's status as complainant, respondent, or witness.

**10.3.2** Deadlines and timeframes provided in this policy may be extended for good cause with written notice to the parties and the reasons for the extension. Good cause may include considerations such as the absence of a party, a party's advisor, or witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

**10.3.2.1** Parties may submit a request for a temporary delay to the Title IX coordinator. Any request for temporary delay or limited extension should include a good cause statement and the reason(s) for the request. If no good cause exists, Title IX Coordinator will deny the requesting party's request in writing.

**10.3.3** Any person designated as a Title IX Coordinator, investigator, or decision maker shall be free of conflict of interest or bias for or against Complainants or Respondents generally or individually.

**10.3.4** Respondents, complainants, and witnesses shall not knowingly make materially false statements or knowingly submit materially false information during the grievance process. However, a determination regarding responsibility alone is not sufficient to conclude that any individual proffered a material falsehood.

**10.3.5** Complainants and respondents shall have supportive measures made available and be given the opportunity to request modifications necessary for physical and/or emotional safety.

**10.3.6** Complainants, respondents, and other participants in the Title IX process may request accommodations necessary under the Americans with Disabilities Act (ADA) through the Title IX Coordinator, who will refer the request to the appropriate ADA coordinator and then implement approved accommodations.

**10.4 Formal Complaint:** A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sex discrimination, sexual harassment, or retaliation. A formal complaint may be filed by a complainant who is participating in or attempting to participate in an education program or activity of Arkansas Welding Academy at the time of filing the formal complaint.

**10.4.1** A formal complaint shall be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information posted for the Title IX Coordinator in section 6.1 above.

**10.4.2** The formal complaint shall contain written notice of the allegations of sex discrimination, sexual harassment, or retaliation, including a concise statement describing the incident, when and where the misconduct occurred, why the complainant believes it violates Arkansas Welding Academy policy, and a proposed resolution. The complainant shall be instructed to provide and preserve all corroborating or potentially relevant evidence in any format, list potential witness names, and sign the statement. From this information, the Title IX Coordinator shall prepare a Notice of Investigation as defined in Section 12.3.

**10.4.3** By filing a formal complaint, the complainant is giving consent for the Title IX Coordinator, designated deputy coordinators, and/or investigators to discuss the information provided with other persons who may have relevant factual knowledge of the circumstances of the complaint, and is authorizing the collection and examination of all records and other documentation relevant to the complaint.

**10.4.4** The Title IX Coordinator may independently initiate a formal complaint and investigation if necessary to provide safe and nondiscriminatory education programs and activities, unless doing so would be clearly unreasonable in light of the known circumstances. The Title IX coordinator may consider a variety of factors, including a pattern of alleged misconduct by a particular respondent, in deciding whether to sign a formal complaint. When the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a Complainant or otherwise a party under this policy and must remain free of bias or conflict of interest with respect to any

party. In this situation, the complainant is treated as a party, though their right to not participate is protected.

**10.4.5 Consolidation of Formal Complaints:** Arkansas Welding Academy may consolidate formal complaints against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

**10.4.6 Dismissal of the Formal Complaint:** Arkansas Welding Academy must investigate all allegations in a formal complaint unless the conduct alleged in the formal complaint:

**10.4.6.1** Would not constitute sexual harassment as defined in this policy even if proved;

**10.4.6.2** Did not occur in Arkansas Welding Academy's education programs or activities; or;

**10.4.6.3** Did not occur against a person in the United States.

**10.4.7** If the conduct falls within the criteria outlined in 10.4.6 Arkansas Welding Academy must dismiss the formal complaint with regard to that conduct for the purposes of Title IX; such dismissal does not preclude investigation or action under another provision of Arkansas Welding Academy code of conduct policy.

**10.4.8** Arkansas Welding Academy may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

**10.4.8.1** A Complainant notifies the Title IX Coordinator in writing that the Complainant wants to withdraw the formal complaint or any allegations therein;

**10.4.8.2** The Respondent is not longer enrolled or employed by Arkansas Welding Academy; or

**10.4.8.3** Specific circumstances prevent Arkansas Welding Academy from gathering evidence sufficient to reach a determination as to the formal complaint.

**10.4.9** Upon a required or permitted dismissal of the formal complaint, the Title IX Coordinator shall promptly send written notice of the dismissal and the underlying reason(s) simultaneously to the parties.

**10.4.10** Any party may appeal the dismissal of a formal complaint in accordance with section 10.4.6 of this policy.

## 11 Informal Resolution:

**11.1** Arkansas Welding Academy may offer an informal resolution process only after a formal complaint is filed. Informal resolution may include but not limited to a limited inquiry into the facts, but typically does not include and investigation. Informal resolution should be flexible enough to meet the needs of each case, and may include mediating an agreement between the parties, separating the parties,

referring the parties to counseling programs, conducting targeted preventive educational and training programs, or providing remedies for the individual harmed by the offense.

**11.2** Participation in the informal resolution process is voluntary; Arkansas Welding Academy may not require either party to engage in informal resolution as a condition of enrollment or employment or enjoyment of any other right, waiver of the right to investigation and adjudication of formal complaints of sexual harassment.

**11.2.1** Arkansas Welding Academy is not obligated to offer or facilitate informal resolutions. Each case is different, the Title IX Coordinator shall determine whether a formal complaint of sexual harassment, discrimination, or retaliation is appropriate for informal resolution.

**11.3** At any time before reaching a determination regarding responsibility the Title IX Office may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the Title IX Office:

**11.3.1** Provides to the parties a written notice disclosing the allegations, the requirements the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

**11.4** Arkansas Welding Academy endeavors to conclude informal resolution promptly and shall keep a written record of all informal resolution efforts in accordance with the Retention of Records section of this policy.

**11.5** After concluding informal resolution of a complaint, the Title IX Coordinator shall notify the complainant and respondent of the resolution that was agreed upon.

## **12 Formal Investigations:**

**12.1** If a Complainant files a formal complaint or the Title IX Coordinator signs a formal complaint, Arkansas Welding Academy shall conduct a thorough, impartial investigation by interviewing witnesses, collecting documentary evidence, and preparing a written report of findings. Arkansas Welding Academy reserves the right to engage an outside investigator to conduct the investigation. Investigations under this policy shall incorporate the following standards:

**12.1.1** The burden of proof and the burden of gathering evidence sufficient to reach a determination rests on Arkansas Welding Academy and not on the parties.

**12.1.1.1** Arkansas Welding Academy shall not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognize professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in their capacity, and which are made and maintained in connection with the provision of treatment to the party, unless



Arkansas Welding Academy obtains the party's voluntary, written consent to do so for a grievance process under this policy.

**12.1.2** Arkansas Welding Academy shall presume the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

**12.1.3** Arkansas Welding Academy will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. This section notwithstanding,

**12.1.3.1** Retaliation is prohibited. Attempts to alter or prevent a witness's or party's testimony are forms of prohibited retaliation.

**12.1.3.2** Parties may be directed to cease communication with one another (i.e., a "no contact order").

**12.1.3.3** Parties communications remain subject to state laws protecting against defamation and tortious invasions of privacy, such as intrusion upon seclusion, publication of private facts, and false light claims.

**12.1.4** Arkansas Welding Academy shall provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

**12.1.5** Investigators or others shall not question the complainant about, or otherwise see evidence, regarding the Complainant's sexual predisposition or prior sexual conduct with anyone other than the respondent(s).

**12.1.6** Parties may choose to be accompanied by and advisor of their choice, who may be an attorney, to any related meeting or proceeding. The advisor may not disrupt the meetings or other proceedings or speak on behalf of the party. Generally, the advisor is limited to listening and quietly conferring with the party. If an advisor is disruptive even after warning, the investigator may exclude them from meetings.

**12.1.7** At any time before or during the investigation, the investigator may recommend that Arkansas Welding Academy provide support measures for the parties or witnesses. Any individual's intentional interference with support measures may be considered retaliatory and a separate violation of this policy.

**12.1.8** If either party fails to participate in the investigation, the investigator(s) may make finding without the response of the party, potentially leading to an unfavorable outcome for that party, or Arkansas Welding Academy may dismiss the case according to section 10.4.6 of this policy.

**12.1.9** Arkansas Welding Academy will provide to a party whose participation is expected or invited, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

**12.1.10** Arkansas Welding Academy will provide each parties with equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including all inculpatory or exculpatory evidence, whether relied upon or not in reaching findings, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

**12.2** The Title IX Coordinator shall choose the investigator(s), except in cases where the Title IX Coordinator or others involved in the investigation have a conflict of interest, in which case Arkansas Welding Academy the Title IX Coordinator shall abstain and defer to those who have no conflict of interest.

**12.3** Upon initiating an investigation Arkansas Welding Academy shall provide the parties with a copy of the formal complaint, a notice of investigation, and a copy of this policy. A notice of investigation shall include statements informing the parties that the Respondent is presumed not responsible for the alleged conduct and that a determination of responsibility is made at the conclusion of the grievance process; that the parties may have an advisor of their choice, who may be, but is not required to be , an attorney, and who may inspect and review evidence; and inform the parties of any provision in Arkansas Welding Academy's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during a grievance process.

**12.4** If, at any point during the investigation , Arkansas Welding Academy determines a need to investigate allegations not included in the formal complaint, Arkansas Welding Academy must provide notice of the additional allegations to the parties, if known.

**12.5** Upon conclusion of the investigative fact-finding, the investigator(s) shall prepare a draft report that summarizes the complainant's allegations and respondent's responses, summarizes the relevant evidence and the material witnesses supporting or opposing the allegation(s), and includes preliminary findings.

**12.6** Before the report is finalized, investigators will give Complainant and Respondent and their advisors equal opportunity to review any evidence obtained as part of the investigation that is directly related to the allegations in the formal complaint, including evidence upon which Arkansas Welding Academy does not intend to rely in reaching a determination of responsibility, whether inculpatory or exculpatory, in electronic or hard copy format.

**12.7** The parties may submit a written response or information to the investigator within ten business days of the date of the notice of the opportunity to review the draft report and evidence. This is the parties' final opportunity to submit any additional information or witnesses. In the absence of good cause, investigators shall not consider information discoverable through the exercise of due diligence that is not provided to the investigator(s) at this juncture.

**12.7.1** Investigator(s) shall consider any written response, information, or evidence provided by the parties.

**12.8** The investigator(s) shall prepare a final investigation report that contains a statement of the allegations, the positions/responses of the parties, a summary of relevant evidence and material witnesses the investigator(s) relied on, and recommended findings of fact.

**12.8.1** A recommended decision of “unfounded” indicates that the investigator believes either that there is insufficient evidence to conclude that the event(s) occurred as alleges, or even if the event(s) occurred, it/they did not constitute sexual harassment or retaliation.

**12.8.2** A recommended decision of “inconclusive” means that the investigator believes the evidence provided by both parties did not reach a preponderance of evidence in favor of either party.

**12.8.3** A recommended decision of “substantiated” means that the investigator believes the events occurred as alleged by a preponderance of evidence in favor of the complainant.

**12.9** The Title IX Coordinator, or designee, shall review each final investigation report or summary before it is finalized to ensure compliance with this policy.

**12.10** The final report shall be provided to the parties and their advisors, if any, in an electronic or hard copy format, at least ten days prior to any hearing under this policy, for their review and written response.

**12.11** The final investigation report shall be submitted to the responsible Arkansas Welding Academy administrator designated below with authority to implement actions and/or discipline necessary to resolve the complaint (unless a conflict of interest exists, in which case a designee will be selected to serve as an alternative to the responsible Arkansas Welding Academy administrator and the Title IX Coordinator. The final investigation report shall be kept in the investigation file and may be used as evidence in other related proceeding, such as subsequent complaints, disciplinary actions, and/or hearing or appeals.

<b>Respondent’s Affiliation with Arkansas Welding Academy</b>	<b>Responsible Arkansas Welding Academy Administrator</b>
Student	Designated Student Conduct administrator within the Dean of Students Office
Faculty Member	Provost
Executive employee or direct report of a vice president	Provost
Administration or staff member who is not an executive employee and does not report directly to a vice president	Provost
Vice president or direct report of Arkansas Welding Academy President	Provost
Contractor, vendor, or visitor	Director of Compliance

**12.12** Nothing in this procedure shall be interpreted to alter the status of otherwise at-will employees.

## 13 Live Hearings

**13.1** Upon receipt of the Final Investigation Report, the Title IX Coordinator will have ten business days to appoint a Hearing Officer or Hearing Panel.

**13.2** Upon appointing a Hearing Officer or Hearing Panel (“hearing officer”), the Title IX Coordinator will issue to the parties and the parties’ advisors, in either an electronic or hard copy format, a Notice of Hearing containing dates, deadlines, and/or requirements appropriate for the orderly administration of the live hearing as determined by the hearing officer or panel assigned to the live hearing under this policy.

**13.2.1** The Notice of Hearing will contain a statement informing the parties that Arkansas Welding Academy must, upon either party’s request, provide for a live hearing where the parties are located in separate rooms with technology enabling the Hearing Officer and the parties to simultaneously see and hear the party or witnesses answering questions.

**13.2.2** Conducting and adjudicating Title IX Hearings: An OCR Training webinar.

**13.2.2.a** During the grievance process the decision maker must:

1. Weigh the relevance of evidence, decide whether it meets the schools standard of evidence for sexual harassment allegations.
2. Determine the relevance of each class-examination question BEFORE a parties’ witness answers.
3. After a decision has been reached, issue a written determination which includes among other elements, the facts and reasons for conclusions reached in the case.

**13.2.2.b** Live hearings held to adjudicate allegations of sexual harassment: At the post-secondary level a live hearing must be held. Note; if any party requests, the entire hearing MUST be held with the parties in separate rooms with technology that allows everyone to hear and see each other. A transcript or recording of the hearing.

**13.2.2.c** What outside entity can be hired in Arkansas to adjudicate hearings: Parties’ advisors must be able to live- cross- examine all parties and witnesses. Questions must be reviewed before anyone can answer and must be told to answer or do not answer before speaking. If anyone refuses cross-exams or participate, then strike that individual’s statement.

## 13.3 Required Disclosures

**13.3.1** As outlined in Section 11, the parties and the parties’ advisors received in either an electronic or hardcopy format copy of the Final Investigation Report and all evidence, exculpatory or inculpatory-whether or not the evidence was relied upon to reach the findings in the Final Investigation Report-related to the allegations in the Formal Complaint.

**13.3.2 Disclosure of expert testimony.** A party shall disclose the identity of any person who may be used at hearing to present expert opinion evidence to Arkansas Welding Academy and other parties no later than five business days prior to the date of the Live Hearing.

**13.3.2.1** Unless otherwise stipulated, this disclosure shall be accompanied by a written report prepared and signed by the witness or party. The report shall contain the subject matter on which the expert is expected to testify; the substance of the facts and opinions to which the expert is expected to testify; a summary of the grounds for each opinion; and the expert's qualifications of the witness.

**13.3.2.2** A party seeking to present the testimony of an expert witness at the Live Hearing shall certify that the individual providing the expert testimony is qualified to offer the opinions.

**13.3.2.3** The Hearing Office may exclude expert testimony that is not relevant.

**13.3.3** At least seven calendar days before the hearing date, Arkansas Welding Academy, Complainant, Respondent must provide each other a list of witnesses and documents that they will be presenting to the hearing officer.

**13.4 Advisors:** Parties may be accompanied to the Live Hearing by the advisor, who may be, but is not required to be, and attorney.

**13.4.1** Arkansas Welding Academy will not limit the choice or presence of a party's advisor, but the Hearing Officer may limit and advisor's participation if the advisor becomes unreasonably disruptive to the proceedings.

**13.4.2** If an attorney appears on behalf of a party, notice served on the attorney is considered notice to the party.

**13.4.3** Advisors may participate in the Live Hearing through asking the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility.

**13.4.3.1** Cross-examination at the live hearing must be conducted directly, orally, and in real time by a party's advisor and never by a party personally.

**13.4.3.2** If a party does not have an advisor present at the live hearing, Arkansas Welding Academy must provide without fee or charge to that party, and advisor of Arkansas Welding Academy's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.

**13.5** Arkansas Welding Academy is not a party to the Live Hearing, but it shall be Arkansas Welding Academy, not the parties, that bears the burden of producing evidence through investigative report to the Hearing Officer.

**13.5.1** Arkansas Welding Academy must remain objective and impartial throughout the grievance process, including impartially presenting the investigative report to the Hearing Officer or Hearing Panel for determination.

**13.5.2** The standard of proof for determining responsibility is preponderance of the evidence.

### 13.6 Hearing Officer or Hearing Panel Responsibilities

**13.6.1** The Hearing Officer cannot be the same person(s) as the Title IX Coordinator or the investigator(s).

**13.6.2** The Hearing Officer shall regulate the course of the live hearing to obtain full disclosure of relevant facts and to afford all parties reasonable opportunity to present their positions.

**13.6.3** On the Hearing Officer's or own motion or upon objection by a party's advisor, the Hearing officer:

**13.6.3.1** May exclude evidence that is irrelevant or unduly repetitious.

**13.6.3.2** Shall exclude irrelevant questions directed to a party or witness. Before a party or witness answers a cross-examination or other question, the Hearing Officer must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.

**13.6.3.3** Shall exclude evidence privileged in the courts of Arkansas, unless the privilege at issues is specifically waived by the parties.

**13.6.3.4** Shall exclude questions or evidence about the Complainant(s)' sexual predisposition or prior sexual behavior as not relevant unless 1) questions or evidence of the Complainant(s)' prior sexual behavior are offered to prove that someone other than Respondent(s) committed the conduct alleged by Complainant(s) or 2) questions or evidence concern specific incidents of the Complainant(s)' prior sexual behavior with respect to Respondent(s) and are offered to prove consent.

**13.6.3.5** May receive documentary evidence in the form of a copy or excerpt if the copy or excerpt contains all pertinent portions of this original document.

**13.6.4** The Hearing Officer may not exclude evidence solely because it is hearsay.

**13.6.5** The Hearing Officer shall afford the parties' advisors the opportunity to conduct cross-examination.

**13.6.5.1** If a party or witness does not submit to cross-examination at the Live Hearing, the Hearing Officer must not rely on any statement of that party or witness in reaching a determination regarding responsibility and cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence for the Live Hearing or refusal to answer cross-examination or other questions.

**13.6.6** Arkansas Welding Academy shall record the hearing and provide a copy or transcript of the hearing to the parties for inspection and review.

**13.6.7** The hearing shall be conducted with all parties physically present in the same geographical location or, upon request by either party or the Hearing Officer, any or all parties, witnesses, and other participants may appear at the Live Hearing virtually, with technology enabling participants simultaneously to see and hear each other.

**13.6.8** Nothing in this section precludes the Hearing Officer from taking appropriate measures necessary to preserve the integrity of the hearing.

**13.6.9** After the close of the Live Hearing, the Hearing Officer or Hearing Panel will issue a Written Determination regarding responsibility.

### **13.7 Written Determination**

**13.7.1** The Hearing Officer or Hearing Panel will provide the Written Determination to the Title IX Coordinator within 30 calendar days after the Live Hearing concludes. The written determination must include:

**13.7.1.1** Identification of the allegations potentially constituting sexual harassment as defined in the policy.

**13.7.1.2** A description of the procedural steps taken from the receipt of the Formal Complaint through the determination including any notifications to the parties, interviews with the parties and witnesses, site visits, methods used to gather other evidence, and hearings held.

**13.7.1.3** Findings of fact supporting the determination.

**13.7.1.4** Conclusions regarding the application of Arkansas Welding Academy policy to the facts.

**13.7.1.5** Using the criteria established in Section 14 of this policy, a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, and disciplinary sanctions Arkansas Welding Academy imposes on the Respondent, and whether the institution will provide remedies designed to restore and preserve equal access to Arkansas Welding Academy's education program or activity to the Complainant.

**13.7.1.6** Arkansas Welding Academy's procedures and permissible bases for the Complainant and Respondent to appeal.

**13.7.2** The Hearing Officer shall provide the Written Determination to the Title IX Coordinator, the responsible Arkansas Welding Academy official, the parties and the parties' advisors simultaneously.

**13.7.3** The determination regarding responsibility and sanctions becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

**13.7.4** At no cost to either part, the written determination must include:

**1.** Identification of the allegations potentially constituting sexual harassment as defined by section 106.30

2. A description of procedural steps taken from the receipt of the formal complaint through the determination; including any modifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.
3. Findings of facts supporting the determination.

## 14 Sanctions and Remedies

**14.1** Upon making findings of fact and determining responsibility, the hearing officer shall promptly determine the appropriate sanctions and remedies, including offering remedies to the complainant and/or Arkansas Welding Academy community, implementing changes in programs and activities, providing training, and imposing any disciplinary sanctions. In consultation with the Title IX Coordinator and the Arkansas Welding Academy Board, and with Human Resources when the Respondent is an employee the hearing officer shall ensure any sanctions and remedies are appropriate to end the prohibited conduct, to prevent further violation of this policy, and remedy the effects of any violation. In determining the appropriate sanctions(s), the Hearing Officer shall be guided by the following considerations:

- 14.1.1** The severity, persistence, or pervasiveness of the misconduct;
- 14.1.2** The nature of violence in the misconduct and/or use of weapons, drugs, or alcohol (if applicable);
- 14.1.3** The impact of the misconduct on the complainant;
- 14.1.4** The impact or implications of the misconduct on the Arkansas Welding Academy community;
- 14.1.5** Prior misconduct by the respondent, including the respondent's relevant prior disciplinary history;
- 14.1.6** Whether the respondent has accepted responsibility for the misconduct;
- 14.1.7** The maintenance of a safe, nondiscriminatory, and respectful working and learning environment; and
- 14.1.8** Any other mitigating, aggravating, or compelling factors.

**14.2** Respondents who are found to have violated this policy may be subject to the following sanctions:

**14.2.1** Faculty/Staff: Possible sanctions against faculty and non-faculty employees for violations of this policy include verbal counseling, written warning, probation, reassignment, transfer, demotion, reduction in pay, suspension, termination of employment, and an order of no trespassing on campus and/or Arkansas Welding Academy programs, services, and activities.

**14.2.2** Students: Possible sanction against students for violations of this policy include fines, restitution, interim suspension, suspension, suspension withheld, warning, probation, expulsion, withholding diploma, revocation of certificate or degree, discretionary sanction, organizational



sanction,, and notation on the student’s transcript consistent with the Family Educational Rights and Privacy Act.

**14.2.3 Vendors/Contractors/Visitors:** Possible sanctions against vendors, contractors or visitors to campus who are neither students nor employees of Arkansas Welding Academy include banning the individuals from all or part(s) of Arkansas Welding Academy and/or ending business relationships with the vendors and contractors.

**14.3 Amnesty:** Any student who makes a good faith report of sexual harassment or sexual violence, as defined at Arkansas Code A.C.A § 5-2-14 , that was directed at them or another person will not be sanctioned by Arkansas Welding Academy for a violation related to the use of drugs or alcohol that Arkansas Welding Academy discovers because of the report. Be it known that the afore mentioned student is NOT exempt from future violations of the Arkansas Welding Academy Drug and Alcohol policy or any other Arkansas Welding Academy policy.

**14.4** Arkansas Welding Academy complies with all applicable reporting requirements and reserves the right to report findings of criminal misconduct to the police.

## 15 Appeals

**15.1** Any party may appeal a decision regarding responsibility or from the dismissal of any portion of a formal complaint for any of the following reasons

**15.1.1** A procedural irregularity that affected the outcome of the hearing.

**15.1.2** New evidence that was not reasonably available at the time of the decision or dismissal.

**15.1.3** The Title IX Coordinator, the Investigators, or the Hearing Officer had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome.

**15.2** If the respondent has been determined responsible for sexual harassment, any party may simultaneously appeal the decision regarding sanctions for any of the following reasons:

**15.2.1** The decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome.

**15.2.2** The sanction is clearly unreasonable in light of the known circumstances.

**15.3** The Title IX Coordinator must receive written notice of a party’s intent to appeal within Ten calendar days after the hearing officer issues the decision.

**15.4** Upon receiving an appeal, the Title IX Coordinator must notify the other party within five business days.

**15.5** The Title IX Coordinator must notify both parties of who will determine the appeal and that person’s contact information within five business days of receiving the appeal.

**15.6** The person determining the appeal (“appeal officer”) is the cognizant vice president or their designee. The appeal officer must be free of any bias or conflict of interest with respect to any party.

**15.7** The appeal officer must not be anyone involved in the grievance process before the appeal. An appeal officer in this situation may be selected from another college in the state of Arkansas.

**15.8** The parties may submit a written statement to the appeal officer supporting or opposing the decision of the hearing officer.

**15.8.1** The appeal officer must receive any written statements within Ten calendar days of the Title IX Coordinator sending the notice to the parties.

**15.9** The appeal officer will review all written statements, reports, evidence, and recordings and make a written decision.

**15.10** The appeal officer's written report may affirm or modify the hearing officer's decision, remand the decision to the hearing officer, order a new investigation or overturn the decision altogether.

**15.11** The appeal officer will simultaneously issue a report to both parties detailing the decision and the rationale for the decision.

**15.12** The Appeal Officer's decision is FINAL.

**15.13** Preponderance of the evidence-standard of evidence- is it more likely than not that respondent committed the alleged sexual harassment.

**15.14** Clear and convincing standard of evidence- Sufficient evidence has been presented to make it highly probable to be true that the respondent engaged in the sexual harassment.

**PERSONAL RESPONSIBILITY FOR SAFETY**

No safety rule is a complete substitute for common sense, nor can safety rules be devised to cover every situation you experience. For these reasons, good judgment must be used in every situation. Each person is responsible for the following:

**Individual Responsibility**

- Follow the approved practices and procedures or standards which apply, on any work you perform for the school.
- Use only the appropriate protective equipment and devices. Use such equipment or devices whenever the hazard justifies their use or when so instructed by your supervisor.
- It is the responsibility of everyone to make frequent inspections of tools and other equipment used to make sure such tools and equipment are in good physical condition.
- Report to your Supervisor/Instructor any condition which might injure any person or damage any property. The hazard should also be pointed out to others exposed to it in order to correct or avoid it before an accident occurs.
- Any injury which occurs at school, no matter how slight, or any accident that causes damage to property shall be reported immediately to the School President. All injuries and accidents should be reported to the Supervisor/Instructor by the end of the day.
- If anyone observes another who is about to endanger themselves, another person, or property while at the School, they should intervene immediately in such a way as to not endanger themselves.
- Alcoholic beverages are not allowed on the School property and use of such is prohibited. No one is to report for work or class evidencing any effects of alcoholic consumption.
- Controlled substances, such as marijuana and cocaine, are illegal by state and federal law. Their use and possession are prohibited on school property.
- Though the State of Arkansas legalized Marijuana for medical purposes, it is prohibited by Arkansas Welding Academy to be under the influence and dangerous while in the shop. Any substance that is legally prescribed and causes cognitive or physical impairment must be discussed with the Arkansas Welding Academy Director and a written plan be established and filed in student file that will establish safe practice if applicable. Should it be determined that use of prescribed medication jeopardizes established safe welding practice, the student shall be allowed to leave AWA or should it be of short duration take a medical leave of absence.
- Liquids such as water or oil, excessive dust/dirt, or any other debris spilled on floors represent serious slipping and fire hazards and should be cleaned up immediately upon observation.

**Accident Investigation and Reporting**

Anyone who suffers an injury during school shall promptly report such injury to the Supervisor/Instructor no later than end of the period on the day in which the injury occurred. Every accident shall be investigated to determine the cause and the steps needed to prevent a recurrence. It shall be the responsibility of the Supervisor/Instructor to obtain the complete and detailed facts of the accident as soon as possible after it occurs and to see that the required reports are made to the Administration.

**Firearms**

Firearms, ammunition, explosives or other weapons are prohibited on the school property.

Exceptions to this policy are limited to the following instances:

- Department of Public Safety and other law enforcement agencies in performance of their normal duties may carry firearms on School property and
- Arkansas Concealed Carry or reciprocal states approved students. This shall be approved by Arkansas Welding Academy.

**Good Housekeeping**

Good Housekeeping is essential to safe operation. It will result in fewer accidents and will reduce fire hazards. Oil and chemical spills should be cleaned up promptly to eliminate slipping and fire hazards. All work areas must be kept free of tools, materials, draped hoses, extension cords, and other objects which create hazards. Cleaning up the area where you are working is part of the job. A job is not completed until the area is cleaned up.

**FIRE PREVENTION AND SECURITY****Fire Prevention**

Everyone should exercise good judgment and conduct themselves in a manner that would prevent fires while on School property.

No one should smoke in areas where “No Smoking” signs are posted, or where hazard from smoking exists.

If a fire should occur, contact your supervisor/instructor or the School President.

Stay calm. If the fire is small, select the closest extinguisher and attack the fire by pulling the pin and aiming at the base of the fire (if this can be done safely). All fire extinguishers on Arkansas Welding Academy property are ABC rated and therefore good to use on any possible fire. Should the fire extinguisher be exhausted grab another...Arkansas Welding Academy has twice as many fire extinguishers as recommended by the City of Jacksonville Fire Marshall.

**NO MATTER IF FIRE IS OUT THE JACKSONVILLE FIRE DEPARTMENT IS TO BE NOTIFIED IMMEDIATELY TO ASSURE BY PROFESSIONALS THAT THE FIRE IS OUT AND THAT NO REIGNITION WILL OCCUR.**

The following chart describes the different types of fires normally encountered and the proper extinguisher to use in each case.

TYPES OF FIRES	TYPES OF EXTINGUIDHER AND AGENT
Ordinary Combustible Materials Such As Paper, Wood, and Trash	Water (Preferred) And Multi-purpose
Flammable Liquid And Gases such As Gasoline, Lubricating Oils and Natural Gas	Dry Chemical (Preferred) And Carbon Dioxide
Electrical such as Electronic Instruments And Switchgear Installations	Carbon dioxide (Preferred) And Dry Chemical

**Storage of Flammable Liquids**

Metal containers and/or safety cans equipped with flame arresters and spring actuated caps should be used for the storage and handling of all flammable liquids with a flashpoint of less than 100 degree F.

**SOLVENTS, CHEMICALS & CHEMICAL CLEANING, WATER TREATMENT**

**Rule**

All chemicals and solvents are treated as potential hazards from initial delivery to ultimate use and require the use of safe practices at all times.

Anyone handling flammable liquids or chemicals of any type should wear appropriate protective clothing and will comply with industry safe practices and the safety instructions on the container label in regard to both the use and storage of these materials.

Chemicals and materials with toxic fumes are to be used only in well-ventilated areas.

**Responsibility**

It is the responsibility of everyone to be aware of the hazards related to the use of solvents, chemical cleaning materials, and other chemicals and to enforce the rules related to their use.

Hazards to be considered when using solvents, chemical cleaning materials, and other chemicals are:

- Contact with a hazardous material can cause skin rash or dermatitis, corrosive burns or eye damage.
- Potential explosive or fire hazard.
- The danger of ingestion of a poisonous, corrosive, or hazardous substance through the mouth or absorbed through the skin.
- The inhalation of a volatile solvent, gas or toxic dust which may produce asphyxiation, intoxication, or damage to mucous membrane and internal organs.

**First Aid**

First aid procedures vary depending on the chemical nature of the materials in question. Follow the instructions on the container label.

In the event that a person should come in contact with solvent or chemicals in the eyes or on the skin, the affected area should be irrigated for a minimum of fifteen (15) minutes.

If anyone ingests chemical materials or is splashed with a hazardous material and irrigation facilities are not available, they should immediately be referred to a hospital emergency room.

**SEVERE WEATHER****Tornado**

If (in the judgment of the President or administrator in charge) the threat of impending danger warrants it, the following actions may be taken:

- Dismissal of all classes and assembly of students and employees into interior hallways and away from glass windows, doors and partitions. Building One: Common lab area. Building Two: VACATE. Administration Building: Hallway and bathrooms.
- Everyone should remain in these “safe” areas until in the opinion of the President or Instructors the threat of danger is past.
- If the tornado or destructive wind strikes the building, everyone should sit on the floor, with backs against the wall, their heads between their knees, and their hands clasped over the backs of their heads until all danger is past.

**Flooding**

Due to the elevation of the School, buildings at Arkansas Welding Academy are not likely to flood. However, during periods of flooding, the President or staff will remain in contact with appropriate authorities and will keep both students and employees advised of local road conditions.

**Ice and Snow**

In the event that ice and/or snow threaten to make highway travel hazardous, the President or staff may dismiss classes to allow commuters to return home safely.

**Closing the School as the Result of Severe Weather**

President and staff have the authority to close the School. When this action is taken, the President or staff will notify the students and faculty. In addition, it will be posted on the School's website and the local radio station (THV 11) will be notified and asked to broadcast the notice of closing. Arkansas Welding Academy will follow the majority of the school closings in CENTRAL ARKANSAS. Please note that all decisions are being made from Cabot, Arkansas and may not represent road conditions in your area. Students who decide that road conditions in their area are unsafe should NOT ATTEMPT travel to school. Any such absences shall be duly documented on the next school day and coded excused.

**Self-Determination Policy**

No student will attempt to attend class and no employee will report to work if, by their opinion or by the warning of law enforcement officials, travel conditions in their area are unsafe (or if other circumstances would place their lives/health in jeopardy).

**EVACUATION PROCEDURES****Emergency Evacuation**

During an emergency evacuation, each instructor is responsible for the safe and orderly evacuation of his/her class. Instructors not in class should assist with any evacuation problems that may arise. It is the instructor's responsibility to prevent panic, control traffic, and provide calm leadership.

The following guidelines should be observed:

- Instructors should know the shortest route from the classroom to the nearest exit.
- When the need to evacuate the building arises, the class should be directed to move single file through the nearest exit and well beyond the building to an area of safety.
- The instructor should be last to leave in order to check that all students are out of the classroom and to close the door.
- Never return to the building until instructed to do so by the appropriate authorities.

**CRITICAL INCIDENT RESPONSE PLAN****OBJECTIVES**

4. To coordinate the School's response to critical incidents while pay special attention to the safety and security needs of members of the AWA community.
5. To maintain the safety and security of faculty, staff and students as a whole in the event of a critical incident.
6. To provide counseling, guidance, and appropriate support services to the families, friends, students, and campus community members in the event of a critical incident.

**DEFINITION OF A CRITICAL INCIDENT**

A critical incident is a situation that involves AWA student(s) and/or employee(s) that creates a major disruption of normal operations and calls for a response beyond normal school operational procedures. Examples may be situations such as natural/structural disasters, violent behavior or life-threatening injury or illness.

*(Note: this plan is for general information only. During an actual critical incident, variations might be made depending on the nature of the event and the situation.)*

## **STUDENT ASSISTANCE SERVICES**

### **Personal Counseling Referrals**

The President of AWA will act as the referral agent for student seeking assistance for emotional or personal counseling services.

### **PROCEDURES FOR ARKANSAS WELDING ACADEMY**

**Step 1 Arkansas Welding Academy** - The President or School Director is notified of a critical incident involving a AWA student or employee at (501) 982-9353 during the day, (501) 286-3297 after hours or holidays. First responders may call 911 if they determine that immediate medical attention is necessary. Once emergency services have been contacted, all steps in this process must be followed.

**Step 2 Arkansas Welding Academy** – The President gathers information concerning the critical incident and responds accordingly. In the event that scheduled classes need to be cancelled or altered in some manner the School Director will contact the faculty. The President will contact the student's and the closure will be posted on the college website.

[www.arkansasweldingacademy.edu](http://www.arkansasweldingacademy.edu). Any media contact, press releases, email or website assistance must be coordinated through the School President.

**Step 3 Arkansas Welding Academy** – Depending on the evaluation of the situation, one or more of the following may occur:

- **Step 3A – Arkansas Welding Academy** will without delay, taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless the notification, in the professional judgment of responsible authorities, compromise efforts to assist victims or to contain respond, to or otherwise mitigate the emergency. The President goes to scene of the incident to assess the need for back-up personnel. Based on the initial findings and upon agreement with either the President or Director, the response may include: dealing with the situation alone, contacting appropriate outside agencies (e.g. local police, hospital), contacting family members, contacting counseling center.
- **Step 3B --** If warranted, an emergency meeting of the Critical Incident Response Team (CIRT) may be called after evaluation of the situation with the consent of the President and/or Director. Current contact information for the CIRT is posted around campus in each building at AWA and is provided to all AWA faculties on a laminated business card.
- **Step 3C** – President initiates family contacts.
- **Step 3D** – CIRT Command Headquarters is activated in the President's Office. The Crisis Center (if activated) will be located in the Administration building. The CIRT Command Head Quarters will communicate directly with the Crisis Center on activities and communications to be carried out.
- **Step 3E** – Emergency CIRT meeting is called. If determined in the emergency CIRT meeting, the CIRT will assist the President in dealing with the critical incident. This may include: assisting affected student or employee's family members, counseling with students or college employees, gathering additional information, etc.
- **Step 4 Arkansas Welding Academy** – Once the issue/situation is under control, the CIRT will meet and debrief. Any needed follow-up plans, communications, activities, and/or programs will be determined for final resolution of the critical incident. Timelines for these activities will be determined and a closure/evaluation meeting of the CIRT will be scheduled. CIRT will evaluate all responses to critical incident at the closure/evaluation



meeting.

- **Step 5 Arkansas Welding Academy** – The CIRT will recommend to the President any policy revisions in procedures and will compile a Critical Incident Report to be filed in the Office of the President.

**Arkansas Welding Academy Crisis Center**

When a critical incident involves responses from a variety of personnel, a Crisis Center will be established in the Administration building. The CIRT Command Headquarters (HQ) will communicate with the Crisis Center to coordinate all activities involved in the responses to the critical incident. Communications involving responding personnel will be dispersed through this Crisis Center by the Center Head as directed by the CIRT. The President will assign the Center Head of the Crisis Center when a situation arises. The Center head is responsible for gathering any documents and/or gear necessary. **Members of the Arkansas Welding Academy**

**CRITICAL INCIDENT RESPONSE TEAM**

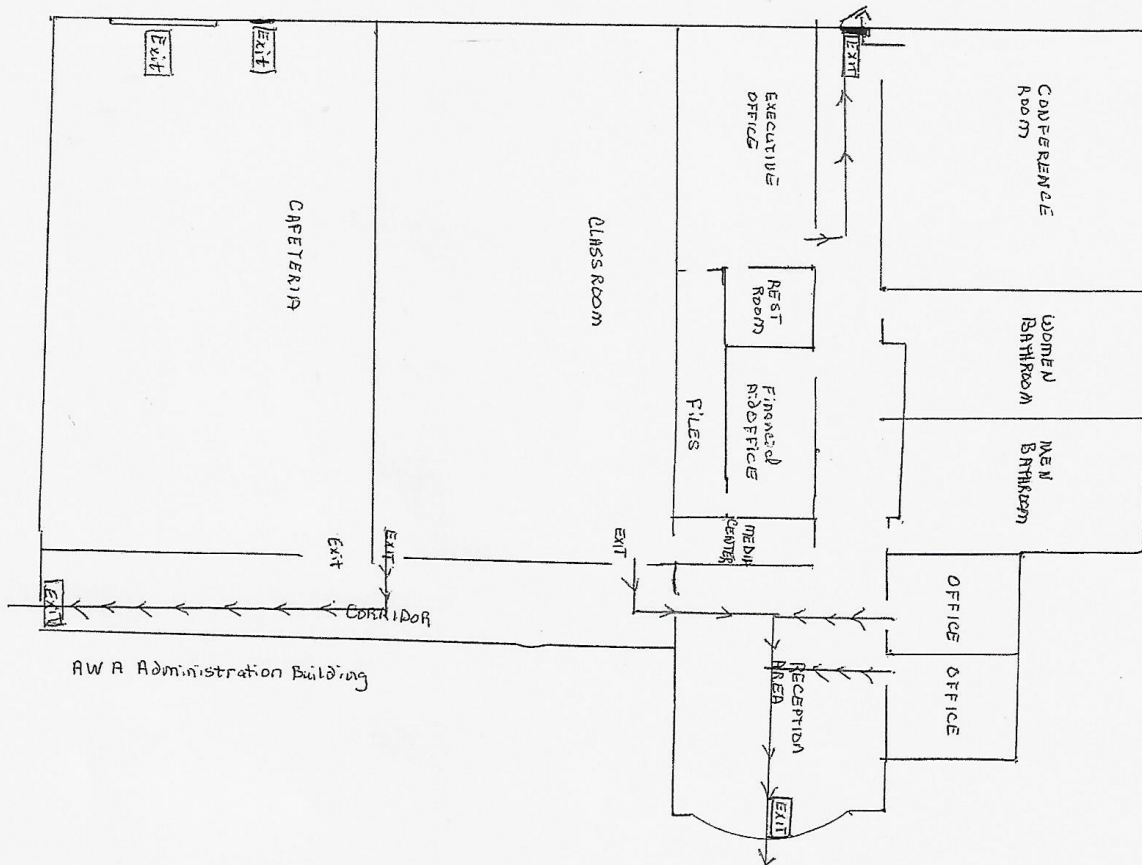
Critical Incident Response Team (Campus Security Authorities)			
Title	Name	Contact Information	Date Policies & Procedures were last Updated
President	Alice Obenshain	501-286-3297	08/29/2023
Director/Instructor	Quan Tran	501-422-9328	08/29/2023
Instructor	Brad Rogers	870-402-8153	08/29/2023
Engineer	Andrew Obenshain	501-428-9494	08/29/2023
Student Liaison	Hector Diaz	323-388-6266	08/29/2023
Instructor	Heath Hutchison	501-438-5448	08/18/2023
Instructor	Chase McCluskey	501-658-6202	11/13/2023
Assistant Instructor	Caden McCluskey	501-772-5285	11/13/2023
Student Liaison	Cassidy Goddard	501-766-6142	11/13/2023

*Documentation is kept in the administrative building in fire-proof cabinets at 1920 N. Redmond Rd. Jacksonville AR, 72076*

**Local Community Emergency Services**

<b>All Emergencies (Fire, Police, Sheriff, Ambulance)</b>	<b>911</b>
<b>Poison Control Center</b>	<b>1-800-222-1222</b>
<b>Suicide Hotline</b>	<b>1-800-784-2433</b>
<b>Baptist Health-North Little Rock Emergency Room</b>	<b>(501) 202-3000</b>

Arkansas Welding Academy Administration Building Floor Plan With Exit Routes



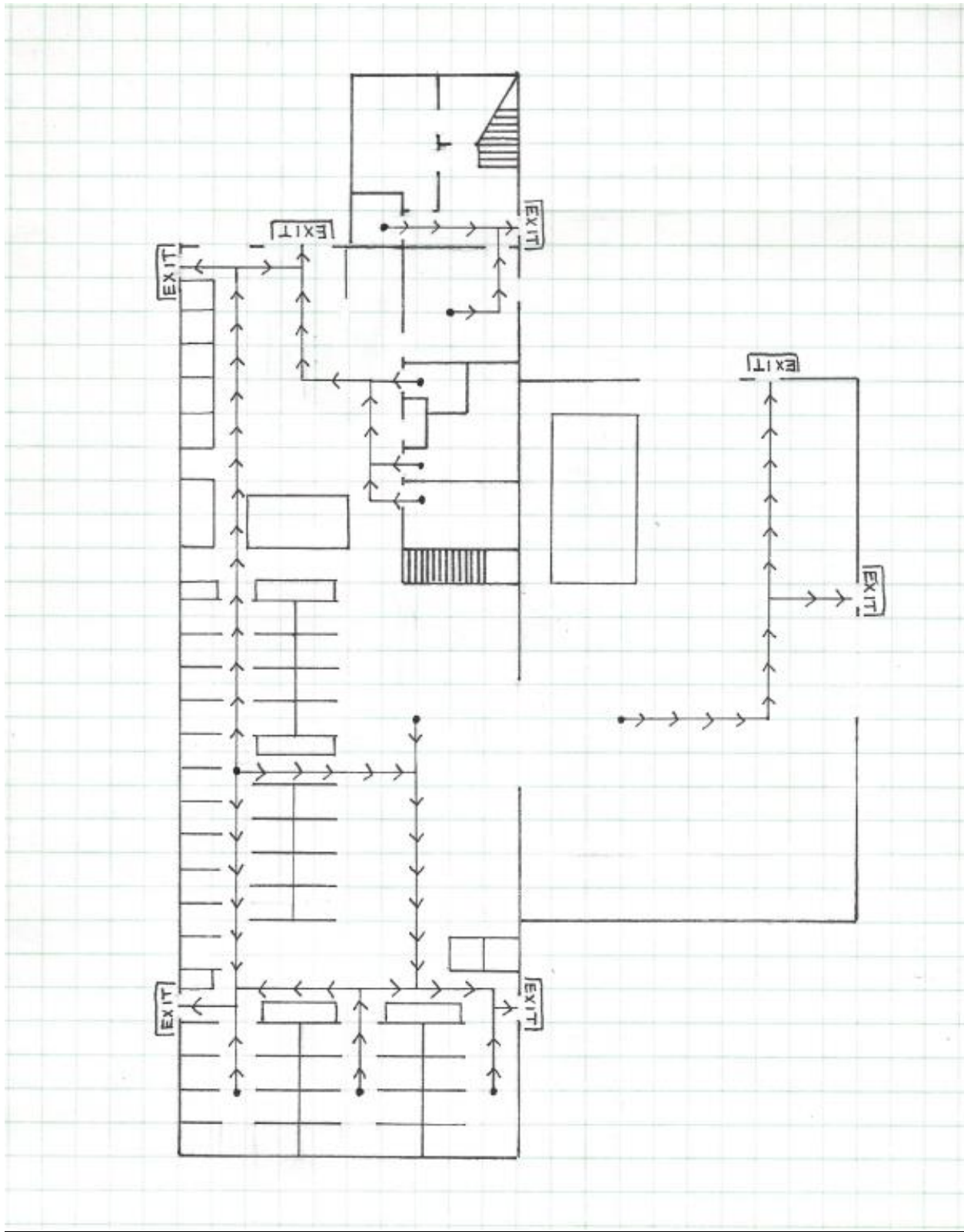
AWA Administration Building

Clery Annual Consumer  
Effective date: 8/16/2017  
Revision date: 8/16/2017





**Arkansas Welding Academy Shop/Lab Floor Plan with Exit Routes**



**Emergency Communication Guidelines**

In the event of an emergency that directly affects Arkansas Welding Academy all students and employees will be notified by telephone, e-mail and the School website. The notification will be done without delay, and take into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the professional judgement of responsible authorities, compromise efforts to assist a victim or to contain, respond to or otherwise mitigate the emergency.

**EXAMPLES OF LIFE THREATING/SERIOUS SITUATIONS AND RESPONSES****FIRES:**

- **Examples: Buildings, Grounds, Automobiles**
  5. Call the appropriate college official at the location.
  6. Clearly identify the location of the incident.
    - a. Building name
    - b. Physical location on campus
    - c. Room or area where fire is located
  7. Evacuate the area.
    - a. Check the evacuation signs posted in hallway and
    - b. Follow to the Exit
    - c. Gather in Parking lot
  8. Call the Fire Department
    - a. Remain in Parking lot until the Fire Department has indicated that it is safe to re-enter the building.

**SEVERE WEATHER: (i.e., Tornados)**

- **Tornado Watch** – Indicates that conditions are right for a tornado to develop and that the sky and public information system should be monitored.
- **Tornado Warning** – Indicates a tornado has been sighted or is indicated on radar and confirmed by spotters.
  - When a tornado **WARNING** is received by way of siren or public broadcast:
    - AWA faculty and staff will insure that all persons with disabilities are evacuated to designated safety areas first, along with other students and visitors.
    - If a designated safety area cannot be reached, move away from windows to an inside hall or take cover under desks or tables.
    - Protect yourself by:
      - Lying face down
      - Drawing your knees up under you
      - Covering the back of your head with your hands

**EMERGENCY EVACUATION SIGNS ARE LOCATED IN THE HALLS OF EACH OF THE BUILDINGS.**

**POWER OUTAGE:**

- If an electric power outage occurs, the following procedures need to be taken:
  - Emergency flashlights will come on in each room.
  - Open doors and window coverings to take advantage of natural lighting.
  - Help those in need of assistance.
  - Carry flashlight to the Exits.

**CRIMINAL DISTURBANCE:**

- **EXAMPLES:**
  - Robbery
  - Assault (verbal or physical)
  - Theft in progress
  - Hostage situation
  - Gang activity
  - Weapon on campus

4. Do not resist or attempt to retaliate unless your life depends on self-defense.
5. Call local law enforcement.
6. Report any criminal disturbance to the School President immediately.

**BOMB THREATS:**

7. Do not hang up or put the person on hold.
8. Record date and time you were notified of a bomb threat.
9. Obtain as much information as possible.
10. Call the School President or Director.
11. The School President or Director will call the local law enforcement.
12. Do not take any further action, unless you are specifically asked to do so.

**DISRUPTIVE BEHAVIOR:**

- Immediately report all cases of criminal mischief, disorderly conduct, or disruptive behavior to the School President or Director.
- Examples of disruptive behavior:
  - Throwing rocks in windows
  - Blocking chairs and tables in classrooms
  - Writing on walls and defacing the School property
  - Verbal abuse of students or employees
  - Disturbing instructors or students
  - Unauthorized protests

Make written documentation of incident.

**DRUG/ALCOHOL INTOXICATION:**

- Immediately call the School President or Director.

**UNUSUAL BEHAVIOR:**

Recognize the ability of the disturbed person to deal rationally with his/her behavior is limited; therefore:

7. Contact the School President or Director.
8. Do not argue with the person, no matter how unusual the conversation may seem.
9. Make no threatening movements or comments to the person.
10. Designate one student to contact additional staff.

11. Remain calm during your conversation with the person.
12. Remain with the person until help arrives, unless you and others feel an immediate threat to your safety.

**MEDICAL EMERGENCY:**

- Injury to any person or persons requiring treatment by a physician or by registered professional personnel under the standing orders of a physician (i.e., paramedics, ambulance personnel, nurses, etc.)
  - Reportable examples include but are not limited to:
    - Medical emergencies
    - Occupational accidents requiring medical treatment other than minor first aid.
    - Accidents caused by property damage or unsafe conditions.
    - Apparent minor injuries that may become major injuries requiring medical treatment by a physician at a later date.
3. Staff or students may call 911 if they determine that immediate medical attention is necessary. Once emergency services have been contacted, the School President or Director should be notified of the location of the emergency.
  4. ALWAYS document the incident.

**MINOR FIRST AID:**

For the treatment of minor injuries not requiring the services of a physician or registered professional personnel under the standing orders of a physician, a Red Cross First Aid Kit is maintained in the Ladies Restroom with band aids and supplies for minor injuries.

**EVACUATION PROCEDURES:**

In the situation where a building must be evacuated, evacuation routes are posted in the hallways of the buildings. For instructors, follow the path indicated unless it endangers you or your students. Be aware of alternate routes to leave your building. Once outside assemble the group to account for your students. Shut doors behind you as you leave, ensuring all students are out of the room/building.

In the event staff should have to evacuate a facility, they are to close their office doors behind them and exit according to the posted evacuation routes, unless they are blocked or unsafe.

Evacuation routes are posted in the halls of the buildings. All staff should familiarize themselves with alternate routes from their office to the outside. In the event of a tornado, staff should move to the interior offices and protect themselves, if possible.

**LOCKDOWN PROCEDURES:**

The lockdown process will only be initiated with the approval of the School President or Director.

Lockdown is intended to limit access and hazards by controlling and managing staff and students in order to increase safety and reduce possible victimization.

**Lockdown Basics:**

- REMAIN CALM
- If safe, check halls and clear them of students and staff.
- Lock all doors and barricade with furniture if necessary.
- Lock windows and close blinds.



- Do not unlock doors or allow anyone in or out until ordered to do so by proper authorities. Keep cell phone with you if possible. Faculty/Staff will be updated through their cell phones.

### **EMERGENCY RESPONSE AND EVACUATION DRILLS**

Arkansas Welding Academy conducts a test of the emergency response and evacuation procedures at least once a term. The test may be announced or unannounced to the students and takes place at a time when most of the students, faculty and staff are expected to be present on campus. An emergency response log is maintained in the President's Office and includes the date, time and whether the Drill was announced or unannounced.

#### **Security Report Procedures:**

#### **Responsibilities:**

- School Director
  - Appoint a Campus Security Awareness (CSA) Coordinator and CSA Team
  - Oversee the CSA Coordinator and Team
  - All incidents are evaluated by School Director and/ or CSA Coordinator
  - Criminal incidents may be turned over to local authorities for further investigations.
  - Due to the nature of the incident other sanctions may be implemented on the accused or the accuser.
  - School must distribute by October 1 each year, a security report.
  - The security report will be posted on the class bulletin.
  - Yearly a one (1) hour presentation will be held in the spring to address dating violence, domestic violence, sexual assault, and stalking.
- Campus Security Awareness Coordinator
  - Perform yearly trainings for the CSA team's members on Crime Logs and Emergency Reporting (ER) procedures
  - Submit the Crime Logs to School Director and alert Campus Director of all criminal activities.

#### **Updating Security Report Policy:**

The campus crime statistics is updated yearly and is made available to all perspective students, current employees, and current students. Copies of this information are duplicated and may be found available at any time. They are located:

- [www.arkansasweldingacademy.com](http://www.arkansasweldingacademy.com)
- Student break area on the bulletin board/student classroom
- At the Financial Aid Office

**Updating Security Report Procedures:****Responsibilities:**

- Admission Administrator
  - Alert the perspective student of the report during the enrollment process through the enrollment packet.
- Admission/Financial Administrator
  - Alert current students of the report and it's components and location on the campus and the website.
  - Have students complete an acknowledgment form
- School Director
  - Obtain the Crime Logs from the Crime Security Awareness Coordinator no later than July 1 of each year
  - Contact local police department with a formal request via email or postal mail service requesting a crime report for the geographical location of ARKANSAS WELDING ACADEMY for previous year. (if we are in 2018 we should request information for 2017 ).
  - Based on the information retrieved, compile a report with the most 3 completed years updated.
  - Send out notifications to all employees and students of the newly reported report via email and text messaging
  - Release the report by Oct. 1 of each year.

Criminal Hearing Report

Case Number: \_\_\_\_\_ Date of Incident: \_\_\_\_\_

Name of the Victim: \_\_\_\_\_ Name of the Accused: \_\_\_\_\_

The accused has been found (Guilty / Not Guilty) of the act that he/she has been accused by the Jacksonville Police Department. With this knowledge, Arkansas Welding Academy will take the following course of action:

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AWA official: \_\_\_\_\_ Signature: \_\_\_\_\_

Accused: \_\_\_\_\_ Signature: \_\_\_\_\_

*You have the right to appeal the results of this hearing. The appeal must be submitted, in writing, within **TEN** business days to the Arkansas Welding Academy Administration Office.*

Criminal Allegation Report

*By filling out this form I understand that I am initiating a formal investigation into my allegation.*

Name of accuser (optional) \_\_\_\_\_ Date of accusation \_\_\_\_\_

Please Identify the Nature of the Incident \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Approximate Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Name of Individual(s) being accused:

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Name of Witnesses:

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Director or Administrator on Duty \_\_\_\_\_

*Please see next page for the sanctions and rights of both the victim and accused.*

### Sanctions and Rights for the Victim and Accused

The school will make every effort to accommodate the needs of a student or employee victim of sex offenses, domestic violence, dating violence, or stalking who requires a change in their academic situation, living situation, transportation situation, or employment. Such requirements will be assessed on a case-by-case basis upon student/employee request, if accommodations are reasonably available, regardless of whether the victim chooses to report this crime to local law enforcement.

Any proceedings in cases of alleged domestic violence, dating violence, sexual assault, or stalking will provide a prompt, fair and impartial investigation and resolution. Any proceedings will be conducted by officials who receive annual training on the issues related to domestic violence, dating violence, sexual assault, stalking, conducting an investigation and hearing processes that protects the safety of victims and promotes accountability.

Confidential information regarding sex offenses, domestic violence, dating violence, or stalking is available upon request from the Director/Administrator's office. Any student who is a victim of a sexual offense, domestic violence, dating violence, or stalking is encouraged to the following:

- a. Report it to the school Director, or Administrator on duty, immediately.
- b. Call 911 and report it to the police. At the student's request, the school will assist the student in notifying the proper authorities.
- c. Seek immediate medical attention. *\*\*\*This is important:*
  - i. to determine possible injuries of which the student may not be aware;
  - ii. to test for and discuss options for preventing pregnancy and sexually transmitted diseases;
  - iii. to collect/preserve criminal evidence to be used in a prosecution or in obtaining a protection order. Promptness is required in collecting this evidence; a woman is advised not to "clean up" until after medical treatment if there is a desire to provide law enforcement with the best possible evidence. We highly recommend going to the Emergency Room and request a rape kit.

*\*\*\*It is your right to this medical attention even if you do not wish to report the assault. This does not mean the victim is obligated to make a criminal report. Information on the reporting policies of most hospitals is available upon request.*

If an accusation of sexual assault, rape, acquaintance rape, domestic violence, dating violence, or stalking occurs on school grounds results in the arrest of a student, the school will suspend the accused student from attending any further classes until the outcome of criminal prosecution is known. A student found guilty by a court of law of an offense on school grounds will be immediately terminated from enrollment. In the event that the school holds a disciplinary proceeding in cases of alleged accusation of rape, acquaintance rape, domestic violence, dating violence, or stalking where no criminal charges have been made to law enforcement authorities:

- a. The accused and the accuser are entitled to the same opportunity to have others present during an institutional disciplinary proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice; and
- b. Both the accused and the accuser shall be simultaneously informed, in writing, of the outcome of such a proceeding.
- c. The accused and the victim have a right to appeal the results of the institutional disciplinary proceedings, in writing, within 10 business days, by notifying the Director/Administrator of the institution that an appeal is desired. The accused and victim will be notified of any change, if applicable, to the results of the proceeding that occurs prior to the time that the results become final. The results of the appeal will become final within 10 business days after the appeal has been brought before an appeal board.

The institution will uphold the victim's rights, where applicable, regarding orders of protection, no contact orders, restraining orders, or similar lawful orders issued by a criminal, civil or tribal court.

All information obtained during any institutional disciplinary proceedings will be held in the strictest confidence in the Director's office. All publicly available recordkeeping will be accomplished, including Clery Act reporting and disclosures, without the inclusion of personally identifying information, to the extent permissible by law.

A student or employee who reports to the institution that he/she has been a victim of domestic violence, dating violence, sexual assault, or stalking, whether the offense occurred on or off campus, shall be provided with a written explanation of his/her rights and options, as described above through the victims handbook and Laura's card.

**Changing Academic Classes or Institution:**

Victims of domestic violence, dating violence, sexual assault, and/or stalking are entitled to changes in academic situations if these changes are reasonably available. To request such changes, the victim must contact the Director of Arkansas Welding Academy at 501-982-9353. The victim will be referred to the appropriate individuals to discuss such changes in a confidential manner. AWA will maintain as confidential accommodations or protective measures provided to the victim, to the extent that maintaining such confidentiality would not impair the ability of the school to provide the accommodations or protective measures.



### Privacy of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level.

Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records, which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions:
  - ✓ School officials with legitimate educational interest;
  - ✓ Other schools to which a student is transferring;
  - ✓ Specified officials for audit or evaluation purposes;
  - ✓ Appropriate parties in connection with financial aid to a student;
  - ✓ Organizations conducting certain studies for or on behalf of the school;
  - ✓ Accrediting organizations;
  - ✓ To comply with a judicial order or lawfully issued subpoena;
  - ✓ Appropriate officials in cases of health and safety emergencies; and
  - ✓ State and local authorities, within a juvenile justice system, pursuant to specific State law.



Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a bulletin, student handbook, or newspaper article) is left to the discretion of each school.

Any person who wishes NOT to have any or all of the above listed information released must complete the appropriate form with the Administration. Once submitted, no information will be release regarding the student (including references for employment). One provided exception, which permits disclosure without consent, is list in previous bullet statement.

Students have the right to file a complaint with the U.S. Department of Education concerning alleged failures to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Ave., SW  
Washington, DC 20202-5920

Any student/graduate requesting information or an amendment from his/her records must do so in writing to the Administration Office and submit a \$10 fee. The designated employee is the AWA compliance officer. The written notice must provide what information is being requested. If student is unable to do so in person, a signed fax must be sent to the school with the student's specific request. Students and graduates should allow five business days for their request to be completed. Note that all any and all student records shall be retained for a period of five years.

Students can also find the AWA privacy policies at:

<https://arkansasweldingacademy.edu/admissions/>