

# CONSUMER INFORMATION



***[www.unitedcareer.edu](http://www.unitedcareer.edu)***

**8957 Lincoln Highway  
Suite 101-A  
Irwin, PA 15642**

**Phone (724) 515-2440**

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# Table of Contents

<b>General Institutional Information</b>	4
Contact Information for Assistance in Obtaining Institutional or Financial Aid Information	4
Release of Information Policy: Family Educational Rights and Privacy Act	4
Student Accommodations Policy	7
Student Body Diversity	7
United Career Institute Cost of Attendance	9
Refund and Cancellation Policy	9
Return to Title IV Policy	11
Textbook Information	14
Facilities and Equipment	16
Consortium Agreement Disclosures	19
Transferring Credits/Degrees/Academic Credentials & Articulation Agreements	20
Approvals/Accreditation/Authorization to Operate	22
Copyright Infringement-Policies and Sanctions	22
Computer Use Policy and File Sharing	25
Student Organizations and Activities	27
<b>Student Financial Assistance</b>	27
How to Apply For Student Financial Aid	27
Financial Aid Types and Sources	28
Eligibility Requirements for Federal Student Aid	29
Disbursement of Financial Aid Funds	30
Federal Direct Loans	30
Entrance and Exit Counseling	34
Where to Find Your Student Loan Information	35
Institutional Code of Conduct For Education Loans	35
Private Education Loan Information	36
Professional Judgement	37
Citizenship and Eligible Non-Citizen Documentation	41
<b>Health &amp; Safety</b>	42
Drug and Alcohol Abuse Prevention Program	42
Vaccination Policies	45
Campus Security Report and Emergency Planning and Procedures	45
Bomb Threat Procedures	70
Campus Crime Statistics-United Career Institute	72
Catastrophic Event	73
<b>Dispute Resolution</b>	73
Title IX: Policies and Procedures	73
Title IX: Training Materials	86
All Other Complaints – Binding and Mandatory Arbitration	87
<b>Student Outcomes</b>	89
Retention Rate (IPEDS)	89
Retention Rates (ABHES)	90
Licensure Disclosure (ABHES)	91
Graduation Rates (Student Right-to-Know Act)	92
Placement in Employment	93

Job Placement Rates for Graduates .....	93
<b>Voter Registration</b> .....	94
Click Here to Register .....	94
<b>Program Disclosures</b> .....	95
Practical Nursing Program Disclosure-United Career Institute .....	95

# General Institutional Information

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## Contact Information for Assistance in Obtaining Institutional or Financial Aid Information

### Irwin Campus Contact Information

8957 LINCOLN HIGHWAY, SUITE 101-A, IRWIN, PA 15642 | 724-515-2440

### Irwin Campus: How to Find Us

#### **From Pittsburgh Pittsburgh, PA**

- Start out going southeast on 7th Ave.
- Merge onto I-579 S toward I-579 S/Liberty Bridge/Monroeville/I-376 E.
- Merge onto Boulevard of the Allies/PA-885 toward I-376 E/Oakland/Monroeville.
- Merge onto I-376 E toward Monroeville (Portions toll).
- Merge onto I-76 E toward Harrisburg (Portions toll).
- Take the US-30 exit, EXIT 67, toward Irwin/Greensburg.
- Merge onto State Route 30/US-30 W/PA-30 via the ramp on the left toward Pittsburgh.
- 8957 Lincoln Hwy, Irwin, PA 15642-2704, 8957 LINCOLN HWY.

#### **From Uniontown, PA**

- Start out going northeast on Morgantown St/PA-51 toward S Arch St. Continue to follow PA-51.
- Merge onto US-119 N toward Connellsville.
- Turn slight right onto US Highway 119/US-119 N. Continue to follow US-119 N.
- Stay straight to go onto PA-66 Tpke.
- Merge onto State Route 66 Business/US-119 S via EXIT 0B toward I-70/New Stanton/I-76/Pennsylvania Tpke.
- Stay straight to go onto General Edward Martin Hwy.
- Merge onto I-76 W toward Pittsburgh (Portions toll).
- Take the US-30 exit, EXIT 67, toward Irwin/McKeesport.
- Merge onto State Route 30/US-30 W/PA-30 via the ramp on the left toward Pittsburgh.
- 8957 Lincoln Hwy, Irwin, PA 15642-2704, 8957 LINCOLN HWY

## Release of Information Policy: Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that is administered by the Family Policy Compliance Office (Office) in the U.S. Department of Education (Department). 20 U.S.C. § 1232g; 34 CFR Part 99. FERPA applies to all educational agencies and institutions that receive funding under any program administered by the Department. Once a student reaches 18 years of age or attends a postsecondary institution, he or she becomes an "eligible student," and all rights formerly given to parents under FERPA transfer to the student.

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

The Family Educational Rights and Privacy Act (FERPA) affords eligible students certain rights with respect to their education records. These rights include:

1. The right to inspect and review the student's education records within 45 days after the day the institution receives a request for access. A student should submit to the Campus President a written request that identifies the record(s) the student wishes to inspect. The Campus President will arrange for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
2. The right to request the amendment of the student's education records that the student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. A student who wishes to ask the institution to amend a record shall write to the Campus President and clearly identify the part of the record the student wants changed, and specify why it should be changed. If the institution decides not to amend the record as requested, the institution will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
3. The right to provide written consent before the institution discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent. The institution discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. An institutional official includes a person employed by the institution in an administrative, supervisory, academic, or support staff position. An institutional official also may include a contractor outside of the institution who performs an institutional service or function for which the institution would otherwise use its own employees and who is under the direct control of the institution with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent. An institutional official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the institution.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the institution to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education 400 Maryland Avenue, SW  
Washington, DC 20202**

#### **RELEASE OF EDUCATIONAL RECORDS WITHOUT THE STUDENT'S CONSENT**

There are a number of exceptions to FERPA's prohibition against nonconsensual disclosure of personally identifiable information (PII) from education records. Under these exceptions, the institution is permitted to disclose personally identifiable information from education records without consent, though it is not required to do so. Eligible students have a right to inspect and review the record of disclosures. Following is general information regarding some of these exceptions.

1. Institutional officials who have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the institution has outsourced institutional services or functions. Persons with a legitimate educational interest are typically employed by the institution in an administrative, counseling, supervisory, academic, or student services position or a support
2. Upon request, the institution also discloses education records without consent to officials of another institution in which a student seeks or intends to enroll, or state or local educational authorities.
3. To authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, and the U.S. Secretary of Education.
4. In connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs.

5. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
6. To organizations conducting studies for, or on behalf of, the institution, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
7. To accrediting organizations to carry out their accrediting functions.
8. To parents of an eligible student if the student is a dependent for IRS tax purposes.
9. To comply with a judicial order or lawfully issued subpoena.
10. To appropriate officials in connection with a health or safety emergency.
11. Information the institution has designated as "directory information."
12. To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. This disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding.
13. To the general public, the final results of a disciplinary proceeding if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the institution's rules or policies with respect to the allegation made against him or her.
14. To parents of a student regarding the student's violation of any Federal, State, or local law, or if any rule or policy of the institution, governing the use or possession of alcohol or a controlled substance if the institution determines the student committed a disciplinary violation and the student is under the age of 21.

#### **DIRECTORY INFORMATION NOTICE**

In the course of normal operations, staff, faculty, students, and graduates, their educational programs, professional and academic accomplishments, career successes, etc., may be publicly recognized or publicized in news media, such as through newspaper articles and pictures, in brochures, television and radio advertisements, or in other types of advertising and publicity, social media, etc. The Institution reserves the right (and by enrolling the student grants permission) to utilize and publicize individual or group photographs and the educational, employment, and personal achievements and background of such individuals for the purposes described above and as described in the student's enrollment agreement. This information is known as Directory Information.

The institution may disclose appropriately designated "directory information" without written consent, unless you have advised the institution to the contrary by following the procedures outlined below.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without prior written consent.

**If you do not want the institution to disclose any or all of the types of information designated as directory information from your education records without your prior written consent, you must notify the Campus President in writing by the beginning date of your program or before each academic term of enrollment to prevent any further release from that point forward.**

The institution has designated the following information as directory information; however, that does not necessarily mean it will be disclosed:

Directory Information	
Student's Name	Address
Telephone Listing	Electronic Mail Address
Photograph	Program of Study
Dates of Attendance	Grade Level

Directory Information	
Participation in Officially Recognized Activities	Degrees, Honors, and Awards Received
The Most Recent Educational Institution Attended	

## Student Accommodations Policy

The Institution prohibits discrimination based on disability and is committed to ensuring that all qualified individuals with disabilities have the opportunity to participate in educational programs and activities on an equal basis. In accordance with applicable law and Institution's policies, the Institution will provide reasonable accommodations to qualified individuals with disabilities on an individualized, case-by-case basis.

Students who wish to request accommodations should note the following:

- A student requesting an accommodation based on a disability must have a disability covered by law and meet the academic and technical standards required for admission or participation in the Institution's programs and activities, with or without reasonable accommodation.
- Appropriate supporting documentation may be requested. Documentation requirements vary according to each individual's disability and situation and must be from a qualified professional with relevant experience and no personal relationship with the individual being evaluated. Appropriate supporting documentation will generally provide information to establish the existence of the disability, describe the nature of the disability, explain the limitations of the student, and offer accommodation recommendations.
- Accommodation requests and supporting documentation are reviewed on an individualized, case-by-case basis.
- The Institution will engage in an interactive process with the student to determine what, if any, reasonable accommodations are available. Accommodations are not retroactive.
- The Institution is only obligated to provide reasonable accommodations. An accommodation is not reasonable if it would result in an undue burden or require a fundamental alteration of the Institution's programs or activities.
- Per Title IX, the Institution will provide a Leave of Absence to pregnant & postpartum recovery students if medically necessary.

Once a student's accommodation request has been approved, the Institution will prepare an Accommodation Plan outlining the approved accommodations.

Any complaint or grievance based on this policy will be addressed in accordance with the Dispute Resolution Procedure Notice found in the Institution's Catalog.

## Student Body Diversity

### Student Diversity

#### Fall 2023 Enrollment

Undergraduate Student Enrollment	
Total Enrollment	57
Transfer-in enrollment	9

**Undergraduate Student Enrollment**

Student-to-faculty ratio	14 to 1
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**Undergraduate Student Characteristics**

Percent of undergraduates who are female	86%
Percent of undergraduates who are full-time	100%
Percent of undergraduates by race/ethnicity:	
American Indian or Alaska Native	0%
Asian	4%
Black or African American	14%
Hispanic/Latino	0%
Native Hawaiian or Pacific Islander	0%
White	82%
Two or More Races	0%
Race and ethnicity unknown	0%
Nonresident alien	0%
Percent of first-time degree/certificate seeking students from in state	100%
Percent of first-time degree/certificate seeking students from in out-of-state	0%
Percent of first-time degree/certificate seeking students from foreign countries	0%
Percent of first-time degree/certificate seeking students residency unknown	0%

**Undergraduate Retention and Graduation Rate Cohort**

First-time, full-time student retention rate	82%
First-time, part-time retention rate	N/A
Graduation rate cohort as percent of total entering students	47%

**Students Receiving Pell Grants**

Total grant aid awarded to all undergraduate students	\$251,603
Number of undergraduate students who were awarded a Pell Grant	45
Percentage of FTFT students who were awarded any financial aid	100%

	Percentage of FTFT students who were awarded grant aid by type	Average amount of grant aid awarded by type
Total	99%	\$7,641
Federal Government	92%	\$5,895
Pell	92%	\$5,895
Other Federal	20%	\$0
State/Local Government	52%	\$4,125
Institutional	68%	\$1,833

	Percentage of FTFT students who were awarded and accepted loans by type	Average amount of loans awarded and accepted by type
Total	64%	\$5,027
Federal	64%	\$5,027
Non-federal	0%	0



# United Career Institute Cost of Attendance

## 2024/2025 Award Year

The institution's Cost of Attendance listed below assumes full-time enrollment and is for one academic year. The Cost of Attendance is subject to change.

The Cost of Attendance is calculated based on the average amount assessed students across each program of study and each Cost of Attendance category. The institution's Catalog (Statement of Tuition and Fees) lists the actual cost of tuition and fees assessed by program.

Course Material, Supplies & Equipment, Personal and Miscellaneous Fees, Living Expenses (formerly Room and Board), and Transportation costs are expenses the student will pay for on his or her own. These costs are estimates only and may vary substantially from student to student. Tuition and Fees and Laptop Charges in the Nursing program (if requested) will be charged directly to the student's account with the institution.

Students are charged a one-time application fee and Nursing program students are charged an additional seat fee that are paid prior to enrollment at the institution. These fees are not included in the Cost of Attendance.

Cost of Attendance Component	Off-Campus Not Living with Parent	Off-Campus Living with Parent
<b>All Programs Except Nursing, Pharmacy Technician, and Practical Nursing</b>		
TUITION AND FEES	\$14,798.00	\$14,798
COURSE MATERIAL, SUPPLIES & EQUIPMENT	\$419	\$419
LIVING EXPENSES (FORMERLY ROOM AND BOARD)	\$9,352	\$3,808
MISCELLANEOUS/PERSONAL EXPENSES	\$3,546	\$2,931
TRANSPORTATION	\$1,877	\$1,551
LOAN FEES	\$63	\$63
<b>TOTAL COST OF ATTENDANCE</b>	<b>\$30,055</b>	<b>\$23,570</b>
<b>Nursing, Pharmacy Technician, and Practical Nursing Programs</b>		
COST OF OBTAINING A LICENSE, CERTIFICATION, OR FIRST PROFESSIONAL CREDENTIAL	\$100	\$100
<b>TOTAL COST OF ATTENDANCE</b>	<b>\$30,155*</b>	<b>\$23,670*</b>

\*Students enrolled in the Nursing program may elect to include a Laptop in the Cost of Attendance. The institution provides the Laptop to the student at a charge of \$860. This charge is at or below market rates and students are given the option of opting out and either using his or her own laptop or purchasing a laptop of his or her choosing. Opt out procedures are described in the institution's catalog.

## Refund and Cancellation Policy

### A. Cancellation:

By the Applicant – If within five days of signing the enrollment agreement an applicant would like to cancel his/her contract and receive a full refund of all tuition and fees paid, he/she must submit in writing, email or certified mail, to the President notice of intent to cancel. A request for cancellation which is not made in writing shall be confirmed in writing by the student within an additional period of five (5) calendar days. The refund will be sent to the last address on record with the institution unless the written notice of cancellation provides an alternative.

By the Institution - An applicant who is accepted for admission may have his/her enrollment cancelled at the discretion of the Institution not later than forty-five (45) calendar days after the start of scheduled classes in the applicant's first payment period in school. This cancellation provision applies ONLY to students in their FIRST payment period of a first time enrollment. Applicants whose enrollment is cancelled will be given a full refund of all monies paid for first payment period tuition and Educational/Resource fees. Five (5) days after the date the enrollment agreement is signed, the application fee and the seat fee are non-refundable. Students who continue attending classes in second or subsequent school payment periods (or after the 45-day cancellation period in the first payment period) and then drop out or are dismissed are subject to the refund policy described in the catalog which is available on the campus website or will be provided upon request. The cancellation period may be extended by the institution if it determines there are extenuating circumstances. A student who is not accepted for enrollment by the institution will be entitled to a refund of all monies paid.

- B. Cancellation after Re-enrollment: An applicant who is accepted for re-enrollment may have his/her re-enrollment cancelled not later than 5 business days after signing the re-enrollment agreement. Applicants whose re-enrollment is cancelled will be given a full refund of all monies paid for the re-enrollment payment period only. The cancellation period may be extended by the institution if it determines there are extenuating circumstances.
- C. Cancellation after Program Change: An applicant who changes programs may have his/her enrollment in the new program cancelled not later than 5 business days after signing the program change enrollment agreement. Applicants whose program change enrollment is cancelled will be given a full refund of all monies paid for the first payment period of the new program only. The cancellation period may be extended by the institution if it determines there are extenuating circumstances.
- D. Refund – Students are charged tuition for each payment period during which they attend class. A student who begins classes and then withdraws, or is terminated, prior to the end of a payment period will receive a refund of tuition for that payment period in accordance with the standards described below. The refund shall apply only to that payment period (the payment period in which the student discontinued attendance prior to the end of the payment period); tuition and fees for all prior payment periods have been earned and are not subject to refund. Refunds will be made only of tuition actually charged, received, and retained by the Institution. All other fees are non-refundable. The Institution will retain tuition equal to the tuition charged for the payment period, less the refund as calculated in this policy. Refunds will be made to the program, public or private entity or student as described elsewhere in this policy, and in accordance with the rules of any financial assistance program from which the student received aid.

First Week – For a student terminating training after entering school and starting the course of training, but within the first 7 calendar days of the payment period, the tuition charges made by the school shall not exceed 25% of the tuition for the payment period.

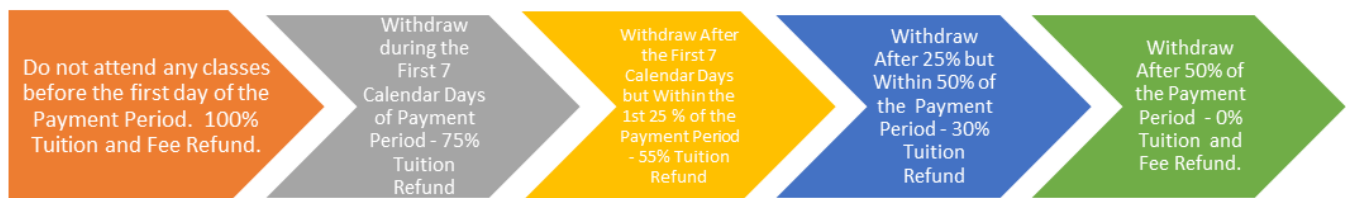
After the First Week – For a student terminating training after the first 7 calendar days but within the first 25% of the payment period, the tuition charges made by the school shall not exceed 45% of the tuition for the payment period.

After 25% - For a student terminating training after completing 25% but within 50% of the payment period, the tuition charges made by the school shall not exceed 70% of the tuition for the payment period.

After 50% - For a student terminating training after completing 50% of the payment period, no refund will be due for the payment period.

- E. For purposes of computing the amount of refund due, if any, for students who discontinue attendance for any reason after enrollment and commencement of classes, the last date of attendance from the Institution will be used in the computation of the student's refund. The last date of attendance is defined as the last day a student had an academic related activity. The institution will begin the refund process no later than 30 days after the date of determination (DOD). If a student begins the official withdrawal process or provides official notification to the school of his or her intent to withdraw, the DOD will be the date the student began the official withdrawal process or the date of the student notification, whichever is later. If a student did not begin the official withdrawal process or provide notification of his or her intent to withdraw, the DOD would be the date the institution became aware that the student ceased attendance.
- F. This refund policy shall apply to all situations in which a student ceases attending classes prior to graduation whether such cessation is the result of the student's voluntary decision to withdraw, the expulsion of the student by the Institution, or reasons beyond the control of either party.
- G. Notifications of withdrawal or cancellation and requests for refund must be in writing and addressed to the President; however, failure to make such written notification or requests shall not invalidate the student's rights under this contract to withdraw, cancel enrollment or receive the refund to which the student would otherwise be entitled.

#### Tuition Refund Illustration:



## Return to Title IV Policy

The law specifies how United Career Institute must determine the amount of Title IV program assistance funds that a student earns if he or she withdraws from school. A student is considered withdrawn if the student ceases attendance and is not scheduled to begin another course within the payment period. If the student is enrolled in programs taught in modules, the student is considered withdrawn if the student ceases attendance and is not scheduled to begin another course within the payment period for more than 45 calendar days after the end of the module the student ceased attending.

A student is not considered to have withdrawn (in the case a student is enrolled in a program taught in modules) if the institution obtains written confirmation from the student at the time of withdrawal that he or she will attend a later module in the same payment period.

Additionally, there are exceptions to when a student is considered withdrawn. For all programs, a student who completes all the requirements for graduation from his or her program before completing the days or hours in the period that he or she was schedule to complete is not considered to have withdrawn. For programs offered in modules, a student is not considered to have withdrawn if the student successfully completes one module that includes 49 percent or more of the number of days in the payment period, excluding schedule breaks of five or more consecutive days and all days between modules. Successful completion means earning at least one passing grade. For programs offered in modules, a student is not considered to have withdrawn if the student successfully completes coursework equal to or greater than the coursework required for the institution's definition of half-time status (6 credit hours) for the payment period. Successful completion means earning at least one passing grade.

If a student does not meet one of the exceptions above, a calculation is performed to determine the amount of federal student aid a student has earned up to his or her point of withdrawal.

The Title IV Federal student aid programs covered by this Return to Title IV policy are Federal Pell Grants, Iraq and Afghanistan Service Grants, Direct Loans (Subsidized and Unsubsidized), Direct PLUS Loans, and Federal Supplemental Educational Opportunity Grants (FSEOG).

Though the student's aid is posted to the student's account at the start of each payment period, the student earns the funds as he or she completes the payment period. If the student withdraws during the payment period, the amount of Title IV program assistance that was earned up to that point is determined by a specific formula. If the student received (or the institution or parent received on your behalf) less assistance than the amount earned, the student may be able to receive those additional funds. If the student received more assistance than the amount earned, the excess funds must be returned by the institution and or the student.

The amount of assistance that is earned is determined on a pro rata basis. For example, if a student completed 30% of the payment period, the student earned 30% of the assistance that was originally scheduled for the student to receive. Once the student has completed more than 60% of the payment period, the student earned all the assistance that was scheduled for the student to receive for that period. If the student did not receive all the funds that were earned, the student may be due a post-withdrawal disbursement. If the post-withdrawal disbursement includes loan funds, the institution will obtain the student's (or parent's in the case of a PLUS Loan) permission before it can disburse them. The student (or parent) may choose to decline some or all the loan funds so that additional debt is not incurred. United Career Institute may automatically use all or a portion of your post-withdrawal disbursement of grant funds for tuition and fees. Any excess grant funds will be disbursed to the student. United Career Institute needs a student's permission to use the post-withdrawal grant disbursement for all other institutional charges. If the student does not give permission, the funds cannot be used for institutional charges. However, it may be in the student's best interest to allow the school to keep the funds to reduce the debt at the school. If a student is eligible for a post-withdrawal disbursement for Title IV funds, it will be processed for the student and a refund will be issued within 14 days of the credit balance.

If the student (or parent) received excess Title IV program funds that must be returned, the institution will return a portion of the excess equal to the lesser of:

1. the institutional charges multiplied by the unearned percentage of the student's Title IV funds, or
2. the entire amount of excess funds.

United Career Institute must return this amount even if it didn't keep this amount of the Title IV program funds.

If United Career Institute is not required to return all of the excess funds, the student must return the remaining amount. For any loan funds that the student must return, the student (or the parent for a Direct PLUS Loan) must repay the loan in accordance with the terms and conditions of the promissory note. That is, a student will make scheduled payments to the holder of the loan over a period of time.

Any amount of unearned grant funds that the student must return is called an overpayment. The maximum amount of a grant overpayment that the student must repay is half of the grant funds received or were scheduled to receive. A student does not have to repay a grant overpayment if the original amount of the overpayment is \$50 or less. The student must make arrangements with United Career Institute or the Department of Education to return the unearned grant funds.

Funds that are returned to the federal government are used to reduce the outstanding balances in individual federal programs. Unearned financial aid returned by the United Career Institute must be allocated in the following order:

1. Federal Unsubsidized Direct Loan
2. Federal Subsidized Direct Loan
3. Federal Direct Parent Loan (PLUS)
4. Federal Pell Grant
5. Iraq and Afghanistan Service Grants
6. Federal Supplemental Educational Opportunity Grant (SEOG)

If the institution is required to return Title IV funds as a result of the Return to Title IV calculation, this return will occur within 45 days of the date the institution determined you have withdrawn.

The requirements for Title IV program funds when a student withdraws are separate from the refund policy that the institution has. Therefore, the student may still owe funds to United Career Institute to cover unpaid institutional charges. The institution may also charge the student for any Title IV program funds that the institution was required to return. Students should review the institution's cancellation and refund policy which is described in the United Career Institute catalog.

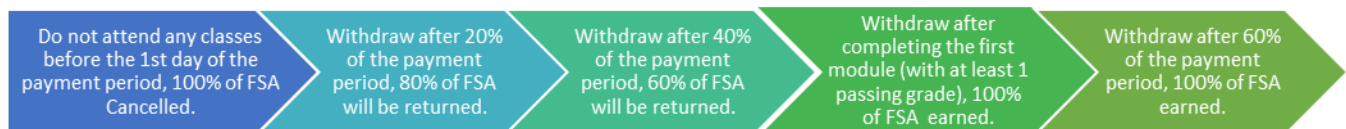
To officially withdraw, a student should contact the President (verbally or in writing).

An Unofficial Withdrawal Occurs when:

- A student leaves the school without notice, OR
- When all courses in which the student is enrolled are given a W or WF grade due to non-completion of the course.

The student's last date of attendance or participation in any academic activity will be the date used to calculate the Return of Title IV Funds. This last date of attendance is determined by using the institution's attendance records.

Return to Title IV Illustration



#### Example 1

Attended 24 days of the payment period which is 84 days in length.

$24/84 = 29\%$  FSA Earned

71% of FSA Will Be Returned

#### Example 2

Attended 52 days of the payment period which is 84 days in length.

$52/84 = 62\%$  FSA Earned

100% of FSA Earned with 0% Returned

# Textbook Information

Program Area	Title	Publisher	Author	Edition	Publication Date	ISBN	Price
Business	Law for Business	Cengage	John D. Ashcroft	19th	NA	VS9798214337029R180	\$56.99
Business	BUSN 11	Cengage	Marcella Kelly/ Chuck Williams		Jan-16	VS9780357123010R180	\$81.25
Business	Human Resource Management	Cengage	R.L. Mathis & J. H. Jackson	16th	2020	9780357033852	\$236.95
Business	Human Resource Management: Essential Perspectives	Cengage	R.L. Mathis & J. H. Jackson	7th	Jan-15	9781305115248	\$239.95
Business	Practical Math Applications	Cengage	Burton, Shelton	3rd	Aug-10	1133007724R180	\$14.30
Business	MGMT	Cengage	Chuck Williams	10th	Feb-17	VS9781337516655R180	\$49.99
Business	Business Finance	Cengage	Les R. Diabay, Jams L. Burrow	1st	Mar-07	1111801371	\$17.49
Business	SELL	Cengage	Thomas N. Ingram	5th	Feb-16	VS9781337000499R180	\$79.95
Business	Income Tax Fundamentals	Cengage	Whittenburg	2021	Dec-20	VS9780357141526R180	\$52.49
Cybersecurity	CompTIA Linux+ Certification Exam XK0-005 (Student)	30 Bird	NA		Jul-22	9781646856312	\$64.79
Cybersecurity	CompTIA PenTest+ Certification PT0-002	30 Bird	NA		Oct-21	9781646855155	\$64.80
Cybersecurity	CompTIA Cybersecurity Analyst+ (CySA+) Certification CS0-003	30 Bird	NA		Jun-23	978-1-64685-284-0	\$64.80
Cybersecurity	CompTIA Cybersecurity Analyst+ (CySA+) Certification CS0-002	30 Bird	NA		Apr-20	978-1-64685-284-0	\$64.80
Cybersecurity	Network+ Certification N10-008	30 Bird	NA		Sep-21	978-1-64685-461-5	\$54.35
Cybersecurity	CompTIA Network N10-008 Exam Cram	Pearson	Emmett Dulaney	7th	Oct-21	VS978013737570	\$42.99
CyberSecurity	IT Fundamentals (maps to CompTIA exam FC0-U61)	30 Bird			2019	VS9781950889693	\$54.35
Cybersecurity	<b>CompTIA Security+ Certification SY0-701</b>	30 Bird			2023	VS9781646856572	\$54.35
Dental	Modern Dental Assisting	Elsevier	Debbie Robinson	14th	May-23	VS9780323882439	\$91.50
Dental	Essentials of Dental Radiography	Pearson	Thomson, Evelyn/ Johnson, Orlen	10th	Jan-17	VS9780134449784r180	\$44.99
Dental	Dental Materials Properties and Manipulations	Elsevier	Powers, John M./ Wataha, John C.	9th	2008	VS9780323049641R180	\$17.15
Dental	Understanding Pharmacology for Health Professionals	Cengage	Ruth Woodrow/ Bruce Cobert/ David Smith	6th	2011	VS9780136831419R180	\$44.99
Dental	Practice Management for the Dental Team	C.V. Mosby	Betty Ladley Finkbeiner	6th	Dec-05	VS0323033822R730	\$34.18

Program Area	Title	Publisher	Author	Edition	Publication Date	ISBN	Price
Dental	Modern Dental Assisting	Elsevier	Debbie Robinson	14th	Jun-23	VS9780323882439	\$91.50
Dental	ORAL ANATOMY,HISTOLOGY & EMBRYOLOGY	Elsevier	G.R. Holland/ Bernard Moxham	5th	Dec-02	VS9780723438120R180	\$34.00
Dental	Dental Terminology	Cengage	Christine Dofka	3rd	2012	VS9781285401270R180	\$49.49
Dental	Primary Preventive Dentistry	Pearson	Franklin Garcia-Godoy, Norman Harris, and Christine Nathe	8th	Jun-13	VS9780133560954	\$74.99
Gen Ed	Essential Environment: The Science Behind the Stories	Pearson	Jay Withgott/ Matthew Laposata	5th	2014	VS9780321976864R180	\$33.78
Gen Ed	Becoming a Critical Thinker	Cengage	Vincent Ryan Ruggiero	8th	Jan-14	9781285974538	\$20.02
Gen Ed	PSYCH	Cengage	Spencer A. Rathus	7th	Feb-21	VS9798214351414R180	\$57.18
Gen Ed	Harbrace Essentials with Resources for Writing in the Disciplines	Cengage	Cheryl Gray	2nd	2008	9781285451817	\$28.57
Healthcare/ Business	Leadership: Enhancing the Lessons of Experience	McGraw Hill	Richard L. Hughes	10th	Jan-21	VS9781264071470R180	\$56.24
IT	CompTIA A+ Certification, Core 1: Exam 220-1101	30 Bird	NA	NA	NA	VS9781646855391	\$54.34
IT	CompTIA A+ Certification, Core 2: Exam 220-1102	30 Bird	NA	NA	NA	VS9781646855452	\$54.34
IT	CCNA 200-301 Volume 1 Official Cert Guide, Wendell Odom	Ciscopress	NA	NA	NA	978-1-58714-714-2	\$57.99
Medical	HCPCS LEVEL II PROFESSIONAL 2024	American Medical Association	NA	2024	Jan-24	9781640162945	\$41.50
Medical	Today's Medical Assistant	Elsevier	Bonewit-West	4th	Mar-20	9780323581271	\$132.00
Medical	Medical Law and Ethics	Pearson	Fremgen, B.F.	6th	Sep-19	VS9780135414804R180	\$21.79
Medical	ICD-10-CM EXPERT FOR HOSPITALS	Cengage	Optum	Current Year 2024	2024	9781622548767	\$109.00
Medical	Buck's 2023 Step-by-Step Medical Coding	Elsevier	Elsevier	Current Year 2024	Nov-22	VS9780323874410	\$93.99
Medical	CPT PROFESSIONAL SPIRAL	Cengage	American Medical Association	Current Year 2025	Oct. 2024	VS9781640163058r180	\$68.95
Medical	Introduction to Pharmacology	Elsevier	Mary Kaye Asperheim	12th	Oct-11	9781455737451	\$53.34
Medical	<u>Medical Terminology for Health Professions.</u>	Cengage	Ann Ehrlich, Carol L.	9th	Sep-21	VS9798214348827R180	\$50.99

Program Area	Title	Publisher	Author	Edition	Publication Date	ISBN	Price
			Schroeder, Laura Ehrlich, Katrina A. Schroeder				
Pharmacy Tech.	Mosby's Pharmacy Technician Exam Review	Elsevier	James J. Mizner	4th	Aug-19	978-0-323-49724-4	\$69.95
Pharmacy Tech.	Pharmacy Practice for Technician's	Paradigm Education Solutions	McKennon, Skye/ Anderson, Robert	7th	Dec-20	NA	see below
Pharmacy Tech.	Pharmacy Calculations for Technicians	Paradigm Education Solutions	McKennon, Skye	7th	Dec-20	NA	see below
Pharmacy Tech.	Pharmacy Practice for Technician's	Paradigm Education Solutions	McKennon, Skye/ Anderson, Robert	7th	Dec-20	NA	see below
Pharmacy Tech.	Pharmacy Labs for Technicians	Paradigm Education Solutions	Sparks, Jason/ McCartney, Lisa, Barriera, Nicole/ Lubin, Wendy	4th	Dec-20	NA	all four \$288
Practical Nursing	Understanding Anatomy & Physiology 3 <sup>rd</sup> ed	F.A. Davis	Thompson	3rd	2019	VS9780803699717	\$73.95
Practical Nursing	Fundamentals of Nursing 2 Vol. set 4 <sup>th</sup> ed.	F.A. Davis	Wilkinson	4th	2020	VS9781719641517	\$203.95
Practical Nursing	Success in Practical/ Vocational Nursing 9 <sup>th</sup> ed	Elsevier	Carroll & Collier	9th	2023	VS9780323683739	\$51.99
Practical Nursing	Lewis-s Medical-Surgical Nursing 12 <sup>th</sup> ed	Elsevier	Harding, Kwong, Hagler, Reinisch	12th	2023	VS9780323792325	\$149.99
Practical Nursing	Pharmacology Clear and Simple: A Guide to Drug Classifications and Dosage Calculations	F.A. Davis	Cynthia J. Watkins	4th	2022	VS9781719647960	\$94.95
Practical Nursing	Safe Maternity and Pediatric Nursing Care 2 <sup>nd</sup> . Ed	F.A. Davis	Linnard-Palmer	2nd	2021	VS9781719645263	\$98.95
Practical Nursing	William's Basic Nutrition and Diet Therapy 16 <sup>th</sup> ed	Elsevier	Nix	16th	2022	VS9780323674577	\$71.95
Practical Nursing	Essentials for Psychiatric Mental Health Nursing	F.A. Davis	Townsend	8th	2020	VS9780803699182	\$100.95
Practical Nursing	Comprehensive Review for the NCLEX-PN Examination	Elsevier	Silvestri & Silvestri	2025	2025	VS9780323830317	\$57.99

## Facilities and Equipment

The School's campus facilities are located in a modern, commercial building with conveniently located parking nearby. The facilities are well maintained and periodically updated to meet the changing educational requirements brought about by the rapidly changing demands placed on today's workforce; however, the facilities will normally include at a minimum two or more computer labs, a basic resource center, health career training facilities and equipment, general purpose classrooms, restrooms, a student lounge, a teacher's lounge, and administrative offices.



The School maintains computer labs, which contain computer hardware and software. The institution periodically updates or changes its hardware and software to meet student educational requirements and local job market needs, but each computer lab will normally contain approximately twenty computers. Software applications in which the student receives instruction will vary based on the student's specific program; however, the software that the institution utilizes includes common applications such as word processing, database applications and spreadsheet applications, as well as specialized applications for more advanced classes.

The School maintains various types of medical instruments/equipment in its medical lab for the clinical training of medical students in programs that include a clinical component. The equipment typically includes the type of equipment typically found in a doctor's office or a clinic. The equipment includes: Examination table with stool, supply storage cabinets, examination tools of various kinds, blood pressure cuffs, stethoscopes, sterile processing supplies, various types of minor surgery equipment and CPR materials.

Building regulations may be posted in the student lounge or other locations throughout the facility. Students are also familiarized with the building regulations during orientation. Failure to comply with building regulations may result in disciplinary action, including termination from school. Any student who damages the campus buildings, grounds or equipment will be held financially responsible. Eating and drinking are permitted only in the student lounge. Smoking is prohibited anywhere in the building.

Board of Directors
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Chad T. Callen
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Sharon Rhoads
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Patricia A. Callen
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Corporate Officers
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President	Samantha Esposito
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Vice President	Patricia A. Callen
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Secretary/Treasurer	Debra L. Shoemaker
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Administration & Staff
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Campus President	Samantha Esposito, BS
Academic Dean: Non-Nursing	Brittany Nuzzo, M. Ed.
Medical Programs Director	Dr. Kacey Eagle, DHA, CCMA, CPC-A
Externship Coordinator	Carrie Friend, CCMA
Nursing Program Director	Marcia Landman, RN, MSN, BSN, ADN
Nursing Orientation and Compliance Coordinator	Erica Murray
TEAS Test Coordinator	Courtney Copeland
Regional Director of Financial Aid	Savannah Poyer
Financial Aid Director	Patricia A. Callen
Financial Aid Representative	Paula Johnson
Financial Aid Representative	Kristen Russell
Financial Aid Representative	Derek Brown
Financial Aid Representative	Parker Rhoads
Financial Aid Representative	Lisa Janesko
Registrar	Diane Hevner
Librarian	Helen Snaith, MLS
Director of Admissions	Ali Sensabaugh

Administration & Staff	
High School Presenter and Community Development Coordinator	Matt Hahn
Admissions Team Lead	Debra Boyd
Admissions	Alainah Johnson
Admissions	Brandy Kalp
Admissions	Mackenzie Kirby
Admissions	Beverly Smith
Admissions	Seven Surack
Admissions	Mikenzie Warth
Admissions	Briar Williams
Admissions	Micah Zbach
IT Administrator	Robin Addis
IT Technician	Robert Anderson
IT Technician	David Dille
Career Management Director	Sam Dobson
Orientation Coordinator	Jon Ream
Executive Administrative Assistant	Megan Weber
Executive Administrative Assistant	Gianna Villanueva
Administrative Assistant	Haylie Smith

Faculty			
Name	Degree	Granting Institution	Status
Dustin Blankenship	JD MPA BA	West Virginia University West Virginia University Concord University	Full-Time
Denise Cella	MSN BSN ADN	Indiana University of Pennsylvania Waynesburg College Community College of Allegheny County	Part-Time
Courtney Counihan	MSN BSN	Capella University Carlow University	Part-Time
Ruth Crosby	BSN ASN	California University of Pennsylvania Westmoreland County Community College	Part-Time
Sam Dobson	BS	Concord University	Full-Time
Kacey L. Eagle	DHA MHA BHA AA	University of Phoenix University of Phoenix University of Phoenix West Virginia Northern Community College	Full-Time
Carrie Friend	SAD	West Virginia Junior College	Full-Time
Jennifer Hamilton	AA	Carrington College	Part-Time
Rachel Hamrick	SAD	West Virginia Junior College	Part-Time
Brittany Kinest	MSN BSN	Duquesne University Duquesne University	Part-Time
Marcia Landman	MSN BSN ADN	Carlow University The Pennsylvania State University The Pennsylvania State University	Full-Time
Malana Malonson	BS MS	Salem State University Salem State University	Full-Time
Stacey Mantich	BSN	Waynesburg University	Full-Time

Faculty			
Cathy Scarcelli	MS BS	Longwood University West Virginia University	Part-Time
Kristen Scott	AAS AAB	Ohio Valley College of Technology Ohio Valley College of Technology	Part-Time
Kelly Shriver	MPS BS	Middle Tennessee State University Robert Morris University	Part-Time
Theresa Williams	D.Ed. MSN BSN	Northcentral University Walden University Wisconsin State University	Part-Time

Faculty statuses are listed as Full-Time, Part-Time, or Adjunct based on the faculty member's status as of the date of publication.

The faculty and staff listing is updated on a quarterly basis. Scheduling needs and faculty availability change from quarter to quarter so there is no guarantee that any particular faculty member will be teaching any particular course.

## Consortium Agreement Disclosures

This institution is committed to utilizing technology in the provision of its educational offerings. As technology advances and is more fully integrated into the economy it becomes more important for students to be comfortable in accomplishing goals through technology. Toward this end, West Virginia Junior College – Morgantown, through a CONSORTIUM AGREEMENT with the HOME institutions listed below, serves at the HOST institution for the delivery of online courses. The HOME Institution is where the student originally enrolled.

### Home Institutions:

West Virginia Junior College – Bridgeport  
176 Thompson Drive  
Bridgeport, WV 26330

West Virginia Junior College – Charleston  
5514 Big Tyler Road, Suite 200 Cross  
Lanes, WV 25313

United Career Institute – Irwin  
8957 Lincoln Highway  
Irwin, PA 15642

East Ohio College  
15258 State Route 170  
East Liverpool, OH 43920

1. Coursework will be delivered through WVJC-Morgantown's online platform. Details regarding this online/ distance education training can be located in the West Virginia Junior College-Morgantown catalog.
2. Up to but no greater than 75% of a program may be offered through the host institution.
3. Taking online courses through this consortium agreement is included in the standard tuition and fees.

Other costs that students may incur to take online courses could include:

- Personal Computer: \$500-\$2,000 depending upon specifications
- Internet Access: \$25-\$80/month, varies widely by location

- Microsoft Office Suite Software: \$150-\$500. (Student discounts and free limited trials may be available)

The institution will make available, upon request, a copy of the documents describing the institution's accreditation and its state license and the contact information for filing complaints with the accreditor and/or state licensing entity. To request, this information, contact your HOME institution's Campus President.

## Transferring Credits/Degrees/Academic Credentials & Articulation Agreements

### TO THIS SCHOOL

Once the institution has made the determination that the education or training is substantially similar to the institution's coursework, transfer credit will be accepted on the following basis.

1. Credits earned at another institution accredited by an agency recognized by the United States Department of Education (USDE) or the Council for Higher Education Accreditation (CHEA) may be accepted on the basis of an official transcript provided when "C" or better grades were earned at the previous institution.
2. AP credits may be accepted on the basis of a valid transcript issued by the Institution's Board reflecting a score of 3 or higher.
3. Dual enrollment credits may be accepted on the basis of a valid transcript issued by the student's high school reflecting a grade no lower than an A-.
4. Credit for military experience may be accepted for appropriate learning acquired in military service on the basis of recommendations made by the American Council of Education's (ACE) Guide to the Evaluation of Educational Experiences in the Armed Forces.
5. Work Experience – Credit in the amount of one, four credit course may be granted for prior work experience under only the following circumstances.
  - The student meets with the Program Director prior to beginning the program. This is necessary to allow the Program Director to assess the viability of work experience credit before course scheduling begins.
  - The student will complete the Work Experience Course Credit Application. This application will include a portfolio within which the student must demonstrate competence in each of the course's learning objectives.
  - This application will be submitted to the Program Director at least two weeks prior to term in which the course would be scheduled. The Program Director will make the credit assessment. The Program Director's decision is final.
6. No more than seventy-five (75%) of the total number of a program's credit hours will be accepted as transfer credits.
7. Acceptance of transfer credits is at the Institution's discretion. The student may be asked to provide course descriptions or other pertinent information necessary to evaluate coursework for which transfer of credit is being sought. In cases where proficiency may be in doubt, the institution reserves the right to test for proficiency.
8. Nursing Program – Please refer to the nursing student handbook for additional requirements regarding transfer credits for the nursing program.

### FROM THIS SCHOOL TO OTHER EDUCATIONAL INSTITUTIONS

**Students are advised that it is frequently difficult to transfer credits (or degrees, diplomas, or other academic credentials) from one educational institution to another institution even if both institutions are accredited. Different educational institutions have different missions, so they design their curriculum, courses and educational programs differently. As a result, classes taken at one institution**

frequently will not match up very well with classes offered at another. Also, some educational institutions require specific institutional or educational program accreditation as a condition to accepting credits from another institution. Therefore, students should not enroll at this or any educational institution, if there is any possibility they may want to transfer academic credit or credentials (diplomas, degrees, certificates) to another educational institution unless they have determined in advance that they will be able to transfer credits. See the "Other Important Credit Transfer Information" section below for more important information.

## FROM OTHER WEST VIRGINIA JUNIOR COLLEGE, EAST OHIO COLLEGE, OR UNITED CAREER INSTITUTE CAMPUSES

Credits received from other West Virginia Junior College, East Ohio College, or United Career Institute campuses will be accepted with a "D" or better grade. However, the receiving campus reserves the right to require the student to repeat any course if, in its sole opinion, there are substantial deficiencies in the student's knowledge of the course subject matter.

## OTHER IMPORTANT TRANSFER INFORMATION

The Institution's occupational degree programs are terminal degrees; therefore, students should assume that credits earned are not transferrable to another program or institution. Furthermore, **this Institution offers programs and courses with a career training emphasis designed to assist the graduate in obtaining employment; they are not designed for transfer.** In addition, the Institution does not offer programs or courses (with or without a liberal arts/academic emphasis offered at many two and four year colleges) designed to transfer. As such, although this Institution's accreditation demonstrates that it has met recognized academic and educational standards, **courses, credits, degrees, diplomas or certificates awarded by this Institution are generally not transferable** to other educational institutions. It should also be noted that there are different types of accreditation. If the school to which a student may desire to transfer credits has different accreditation from this institution, credits may not transfer. Therefore, this accredited Institution does not imply, promise or guarantee the transferability of any course, credit, degree, diploma, or credentials earned at this Institution to any other educational institution. Prospective students must decide if their goal is short term, career focused training that this school offers or broadly focused liberal arts focused academic education.

**Whether or not courses, credits, degrees, diplomas or other academic credentials can be transferred is a determination made solely by the institution at which the student desires to pursue further education.** Therefore, applicants for admission to this Institution are responsible to contact any other institutions to which they may desire to transfer to determine transferability, before beginning classes. **Applicants should assume their courses, credits, degrees, diplomas, or other academic credentials are not transferable unless they have advance written approval from the institution to which the student may transfer.**

A credit hour is a unit of measure, not necessarily an indicator of transferability of credit. The receiving institution, rather than the training institution, decides whether to accept credits for transfer.

## ARTICULATION

As noted in the section titled "Transferring Credits/Degrees/Academic Credential", transferring credits is frequently difficult or impossible. Therefore, the best approach is for a student to plan on completing his/her educational career at the institution where he/she began. **Students should not enroll at this, or any educational institution, planning to transfer credits, degrees, diplomas, or other academic credentials.** In order to assist students who may, at some late date, change their mind and decide to continue their education, this institution has entered into articulation agreements with the post-secondary institutions listed below. Please note that this does not guarantee transfer of some or all credits to those institutions; the

requirements change from time to time and the articulation agreements may be terminated at any time. Before enrolling, it is the student's responsibility to request current articulation agreements, if any, review them, and then discuss transferability with the other educational institutions so the student can make a fully informed decision.

The following schools/universities have entered into an articulation agreement with this institution. Check with the institution for the most current information before enrolling. Also, be advised that the Articulation Agreement are not of indefinite duration and may terminate at any time.

- Marshall University
- St. Francis University – Francis Worldwide
- Salem University
- Seton Hill University

## Approvals/Accreditation/Authorization to Operate

- United Career Institute is institutionally accredited\* by the Accrediting Bureau of Health Education Schools to award diplomas and associate degrees. The Accrediting Bureau of Health Education Schools contact information is 6116 Executive Blvd, Suite 730, North Bethesda, MD 20852, Phone (301) 291-7550.
- The United Career Institute campus in Irwin is licensed by the Pennsylvania State Board of Private Licensed Schools, 607 South Drive, Floor 3E, Harrisburg, PA 17120 (717) 783-8228.
- The United Career Institute Practical Nursing program has been granted full approval by the Pennsylvania State Board of Nursing Professional License Examiners for LPNs. PO Box 2649, Harrisburg, PA 17105-2649. Phone number (717) 783-7142.

\*Accreditation is a complex subject. This institution is “institutionally” accredited by a national accreditation agency. Other types of accreditation include regional accreditation and programmatic accreditation. The type of accreditation can impact important student benefits, such as academic credit transfer and graduate job eligibility. Prospective students should direct any accreditation questions to the President before enrolling.

Note: For the most current information regarding Approvals/Accreditation/Authorizations, please ask the President.

Students have the right to review all documents describing accreditation, approval, or licensing. A request for such review should be made to the President. The President will make accreditation, approval, and or licensing documents available for review at an agreed upon time and location.

## Copyright Infringement-Policies and Sanctions

### **PURPOSE:**

The purpose of the Copyright Infringement Policy is to comply with copyright law for the use of copyrighted material on the institution's computers and network. In addition, this policy seeks to make aware to all users the seriousness, as well as possible consequences, for unauthorized use of copyrighted material. It is illegal and may be subject to civil and criminal liabilities. For example, the copying/downloading/uploading of copyrighted materials (i.e. music) to other media (i.e., CD's, storage media and networks) from peer-to-peer networks is against the law. If users do not own the copyright, distribution of such copyrighted works should not occur.

It is the policy of the institution to comply with all copyright laws. All faculty, staff, and students are expected to be aware of and follow these requirements. Any member of the campus community practicing unauthorized

use or distribution of copyrighted material will be subject to sanctions by the School up to dismissal from school or termination of employment. Individuals would also be subject to Federal criminal offenses for copyright law violations.

## **DEFINITIONS:**

### **What is Copyright?**

"Copyright is a form of protection provided by the laws of the United States (title 17, U.S. Code) to the authors of "original works of authorship," including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

- **To reproduce** the work in copies or phonorecords;
- To prepare **derivative works** based upon the work;
- **To distribute copies or phonorecords** of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- **To perform the work publicly**, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works;
- **To display the copyrighted work publicly**, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work; and
- In the case of **sound recordings, to perform the work publicly** by means of a **digital audio transmission.**"

"In addition, certain authors of works of visual art have the rights of attribution and integrity as described in section 106A of the 1976 Copyright Act. For further information, request Circular 40, 'Copyright Registration for Works of the Visual Arts.'

"It is illegal for anyone to violate any of the rights provided by the copyright law to the owner of copyright. These rights, however, are not unlimited in scope. Sections 107 through 121 of the 1976 Copyright Act establish limitations on these rights. In some cases, these limitations are specified exemptions from copyright liability. One major limitation is the doctrine of 'fair use,' which is given a statutory basis in section 107 of the 1976 Copyright Act. In other instances, the limitation takes the form of a 'compulsory license' under which certain limited uses of copyrighted works are permitted upon payment of specified royalties and compliance with statutory conditions. For further information about the limitations of any of these rights, consult the copyright law or write to the Copyright Office."([www.loc.gov/copyright](http://www.loc.gov/copyright))

US Copyright Office ([www.copyright.gov](http://www.copyright.gov))

### **What is the Digital Millennium Copyright Act (DMCA)?**

The Digital Millennium Copyright Act, H.R. 2281, was enacted into law on October 28, 1998. This act amended the copyright law to provide regulations for works cited via the World Wide Web (the Internet). To review an online copy of this act, please go to <http://lcweb.loc.gov/copyright/legislation/hr2281.pdf>

### **What is Infringement?**

An infringement is "a violation, of a law, regulation, or agreement; a breach." It is an "encroachment, as of a right or privilege."

## **SCOPE:**

Copyright is an issue of particular seriousness because technology makes it easy to copy and transmit protected works over our networks. While the institution encourages the free flow of ideas and provides

resources such as the network to support this activity, we do so in a manner consistent with all applicable laws. The institution does not condone the illegal or inappropriate use of material that is subject to copyright protection.

### **WHAT KINDS OF ACTIVITIES VIOLATE FEDERAL LAW?**

Following are some examples of copyright infringement that may be found in a school setting:

- Downloading and sharing MP3 files of music, videos, and games without permission of the copyright owner
- Using corporate logos without permission
- Placing an electronic copy of a standardized test on a department's website without permission of the copyright owner
- Enhancing a departmental website with music that is downloaded or artwork that is scanned from a book, all without attribution or permission of the copyright owners
- Scanning a photograph that has been published and using it without permission or attribution
- Placing a number of full-text articles on a course web page that is not password protected and allowing the web page to be accessible to anyone who can access the Internet
- Downloading licensed software from non-authorized sites without the permission of the copyright or license holder
- Making a movie file or a large segment of a movie available on a website without permission of the copyright owner

### **SHARING AND DOWNLOADING MP3 FILES (OR OTHER TYPES OF MUSIC FILES) AND VIDEOS**

It is true that some copyright holders give official permission to download MP3 files and you might be able to find a limited number of videos that are not copyright protected. It is also true that some MP3 files are copyright free and some MP3 files can be legally obtained through subscription services. However, most MP3 and video files that are shared do not fall into any of these categories.

US Copyright Law allows you to create MP3s only for the songs to which you already have rights; that usually means you purchased the CD or downloaded a file via a subscription service. US Copyright Law allows you to make a copy of a purchased file only for your personal use. Personal use does not mean that you can give a copy to other people, or sell a copy of it.

### **COMBATTING THE UNAUTHORIZED DISTRIBUTION OF COPYRIGHTED MATERIAL:**

The institution does monitor network and other computer usage. In the process of doing that work, institutional staff may become aware of violations of the law or institutional policy. If violations are discovered or suspected, institutional personnel may report infringement to appropriate authorities or take other action, including, but not limited to: warning the user, removing the material, or terminating access to the material. Any member of the campus community practicing unauthorized use or distribution of copyrighted material will be subject to sanctions by the School up to dismissal from school or termination of employment. Individuals would also be subject to Federal criminal offenses for copyright law violations.

### **LEGAL ALTERNATIVES:**

The institution offers legal alternatives to illegal downloading. A list of sites for legal downloading:

<http://www.educause.edu/legalcontent>

### **SUMMARY OF CIVIL AND CRIMINAL PENALTIES FOR VIOLATION OF FEDERAL COPYRIGHT LAWS:**

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United



States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.

For more information, please see the Website of the U.S. Copyright Office at [www.copyright.gov](http://www.copyright.gov), especially their FAQ's at <https://www.copyright.gov/help/faq/>

# Computer Use Policy and File Sharing

(Subject to Change without Notification)

## **COMPUTER USE**

To protect students' access to functioning computers and to protect computer hardware, software, networks and the proprietary rights of the School and third parties in commercial software, all students must assume the following responsibilities of legal and ethical computer and network use. Depending on the severity of any violation of this policy, consequences may include a written or oral reprimand, loss of computer use privileges, expulsion from this School and/or referral to the appropriate legal authorities.

- Any currently enrolled student or a graduate in good standing may use the computer labs and resource center computer facilities. Guests are not permitted in the computer lab or resource center. These resources are to be used only for school or job-search related activities such as research, homework assignments and resume preparation.
- Students are prohibited from using Internet resources or network facilities for solely personal pursuits such as electronic mail, downloading or viewing pornographic websites, chat rooms, games, for the purposes of sending, receiving or storing chain mail, advertising or fraudulent materials, or using the network for commercial or for-profit activity. Students are also prohibited from annoying other users by such means as broadcasting unsolicited messages, sending harassing, obscene or offensive messages.
- The computer labs for authorized purposes only whenever the School is open and classes are not in session in the lab(s). The resource center may be used anytime that the institution is open. The School reserves the right to close the labs or resource center when necessary for maintenance, etc. without prior notice.
- Food or drinks may not be brought into the computer lab(s) or the resource center. NO EXCEPTIONS.
- Changing any settings, or running any diagnostics or utility programs on any computer or network without specific instruction by a faculty member or administrator is strictly prohibited. "Settings" include, but are not limited to, video display settings, mouse settings, wallpaper, screen savers, printer specifications, network settings or protocols, etc.
- Installing software on any computer equipment without explicit permission from the appropriate authority is strictly prohibited. This includes, but is not limited to, freeware, shareware, public-domain or commercial software. "Downloading" software from the Internet to any computer is also strictly prohibited.
- To safeguard the computers and networks against viruses and damage, students are required to follow these guidelines with respect to discs:

- Purchase only new, sealed discs for use in the classroom. Label them with your name.
- The user is responsible for backing-up and monitoring the quality of his/her discs. Damaged or worn-out discs can damage disc drives.
- Every student in good standing will be assigned an account on the School's computer network. Sharing accounts is prohibited. **Students will be held accountable for all activity occurring on their account;** therefore, all passwords and accounts must be kept confidential. Use these account access safety measures:
  - Choose hard-to-guess passwords; i.e., short word phrases such as "learn2learn" (not common names). Students are responsible for remembering their own password. Administration will NOT know what it is.
  - Never leave computer unattended without logging off. Always log off at the end of class.
  - Never give passwords to someone else or allow others to use your account.
- Use shared resources considerately. Don't monopolize systems, overload networks with excessive data, or waste computer time, disc space, paper or other resources. Any student files stored on computer hard drives are not secure and may be deleted or accessed by others. Therefore, it is recommended that students save all work to a disc. Leave the work area clean and in order for the next class when finished.
- All computer and electronic files and discs belong to somebody. Assume them to be private and confidential unless the owner has given explicit permission to make them available to others. If in doubt, ask first.
- Staff, faculty, and students are prohibited from copying commercial software on or off campus (except as specifically permitted by the software's author or manufacturer) or engaging in other activities that may violate a copyright, patent, or trademark. (Check with the President or read the appropriate license agreement, if you have any questions.)
- Students are prohibited from accessing data or programs for any reason without the owner's explicit permission. Do not create, modify, execute or re-transmit any computer program or instructions intended to gain unauthorized access to, or make unauthorized use of, any computer facilities or software.
- Students are prohibited from using computers or networks with the intent to compromise other computers or networks, to commit crimes or other unethical acts. The School will take necessary steps to preserve the security of its computer resources.
- Students will be billed for the cost of any damage to computer hardware or the cost of reconfiguration of any software, or for any other costs incurred by the institution as a result of a violation of these rules.
- Report any violation of system access or policies to Faculty or Administration.

## **FILE SHARING**

A recent amendment to the Higher Education Act of 1965 requires Schools to have a plan to combat the illegal downloading of music, videos and other copyrighted works (otherwise known as Peer to Peer File Sharing, or P2P) on School campus networks. The institution takes this responsibility seriously. Campus computers will be monitored closely to address copyright violations related to illegal downloads. Each computer user at the School should understand what material is illegal or legal and what sites are authorized distributors of copyrighted material. For example, popular sites such as iTunes, Rhapsody, Amazon, etc. have downloads available for a fee. Any unauthorized or illegal downloads or unauthorized file sharing by any member of the campus community will be subject to sanctions by the School up to dismissal from school or termination of employment. Individuals would also be subject to Federal criminal offenses for copyright law violations. For a full list of these offenses, visit: <https://www.copyright.gov/title17/>

# Student Organizations and Activities

The School encourages its students to be active in student chapters of professional organizations. The School will sponsor local chapters in areas related to students' majors. If a student is interested in establishing a student organization, which is not already available on campus, the student should provide a written request to the President. If enough student interest exists, the institution will sponsor the chapter.

The local area offers diverse opportunities for student recreation and social activities. The School may sponsor extracurricular activities in accordance with the student interest. Student suggestions for additional activity should be provided to the President.

Being a team player is part of a work environment in today's economy. Therefore, students interested in specific activities will be given the responsibility to help organize and help carry out such extracurricular activities with the assistance of the School for approved activities.

## Student Financial Assistance

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### How to Apply For Student Financial Aid

#### Step 1 Create Your FSA ID

(<https://studentaid.gov/fsa-id/create-account/launch>) with US Department of Education. The FSA ID serves as your electronic signature for the Free Application for Federal Student Aid (FAFSA) and allows you to access your personal federal student aid information. Dependent students will also need to have at least one parent obtain an FSA ID to provide an electronic signature on the FAFSA. When you complete the FAFSA, you will be prompted to create a FSA ID.

#### Step 2 Complete (or Renew) the FAFSA

Complete the FAFSA at [www.fafsa.gov](http://www.fafsa.gov).

Enter the correct Federal School Code on the FAFSA as Follows:

United Career Institute – Irwin: E40489

United Career Institute – Mount Braddock: E00703

Complete the FAFSA for the appropriate school year beginning as early as October 1. The financial aid office at the institution is always ready to assist all prospective students and currently enrolled students with completion of the FAFSA. Contact the financial aid office for more information and for a list of what you will need to complete your application.

#### Step 3 Review the Student Aid Report (SAR)

Once your FAFSA has been processed, you will receive an email from the US Department of Education with your Student Aid Report (SAR). The SAR confirms the information you reported on the FAFSA and will automatically be sent to the institution.

#### Step 4 Review Your Next Steps

Start checking your campus assigned email account. The institution will notify you of next steps. The email notification may ask for online verification forms, instruct you to take action on your awards and/or simply provide information about financial aid.

- If selected for verification, you are required to submit the requested documents to the Financial Aid office.

## What Does it Mean to be Selected for Verification?

You might see a note on your SAR saying you've been selected for verification; or the institution might contact you to inform you that you've been selected. Verification is the process your school uses to confirm that the data reported on your FAFSA form is accurate. If you're selected for verification, your school will request additional documentation that supports the information you reported. Click the link below to find out more about the verification process.

<https://studentaid.gov/apply-for-aid/fafsa/review-and-correct#provide-required-verification>

## Step 5 Review Your Financial Aid Awards

Financial aid awards are based on full-time enrollment, which is a minimum of 12 credit hours per term. However, funds will be applied to your student account based on the actual credit hours enrolled. Ensure you review your award letter thoroughly. Keep in mind, you will receive a financial award for each academic year of enrollment.

## Step 6 Understand Disbursements of Awards

Once a student has registered for the term, financial aid awards will be applied toward tuition and fees and are scheduled to be disbursed after the first week of each term. Please note that first time will not receive award disbursements for the first term of enrollment until 30 days after the start date. Each term thereafter, the disbursements will occur after the first week of each term.

# Financial Aid Types and Sources

Education is an investment in your future. Every year, the U.S. Department of Education's Federal Student Aid office provides billions of dollars in assistance to millions of students and their families. This aid can be used to pay for tuition and fees and other educational expenses. Financial Aid falls into one of the four types:

	Type of Aid	Source	Basis of Award	Repayment Required
1	Grants	Federal State	Financial Need	No
2	Scholarships	State Institutional Private	Financial Need Non-Financial Need Academic Merit	No
3	Federal Work Study	Federal	Financial Need	No
4	Loans	Federal State Private	Financial Need Non-Financial Need	Yes

Additional information about financial aid sources may be found below.

- The U.S. federal government at <https://studentaid.gov/understand-aid/types>
- Pennsylvania State Student Assistance at <https://www.pheaa.org/>
- The Institution (Catalog at <https://unitedcareer.edu/consumer-information/> for scholarship listing)
- A nonprofit or private organization at <https://studentaid.gov/understand-aid/types>
- Veteran's Benefits <https://www.va.gov/education/>

## How Financial Aid is Awarded

- **Financial Need**
- The majority of financial aid is based on demonstrating a financial need through the completion of the FAFSA. Financial need is determined by subtracting the student's Expected Family Contribution (EFC) from the Cost of Attendance (COA).

- **Cost of Attendance**
- The Cost of Attendance is more than direct costs of tuition, fees. Indirect expenses such as living expenses, transportation and personal expenditures are considered.
- **COA-EFC=Financial Need**

### **COA-EFC=Financial Need**

- For more information on how financial aid is awarded and calculated, click here: <https://studentaid.gov/complete-aid-process/how-calculated#:~:text=The%20financial%20aid%20staff%20starts,based%20aid%20you%20can%20get.>

## **Eligibility Requirements for Federal Student Aid**

You must meet certain eligibility requirements to qualify for federal student aid (grants, loans, and work-study). Click the link below to learn about the basic eligibility criteria.

### **Basic Eligibility Requirements**

<https://studentaid.gov/understand-aid/eligibility/requirements>

### **Maintaining Eligibility**

Remember, the basic eligibility criteria that allows you to get federal student aid continue to apply throughout the time you're receiving aid—not just when you first fill out the FAFSA form and are awarded aid.

### **Satisfactory Academic Progress**

You need to make satisfactory academic progress in order to continue receiving federal student aid. In other words, you have to make good enough grades, and complete enough classes (credits, hours, etc.), to keep moving toward successfully completing your degree or certificate in a time period that's acceptable to the institution.

- what grade-point average you need to maintain;
- how quickly you need to be moving toward graduation (for instance, how many credits you should have successfully completed by the end of each year);
- how an incomplete class, withdrawal, repeated class, change of major, or transfer of credits from another school affects your satisfactory academic progress;
- how often your progress is evaluated;
- what will happen if you fail to make satisfactory academic progress;
- whether you are allowed to appeal the decision that you haven't made satisfactory academic progress (reasons for appeal usually include the death of a member of your family, your illness or injury, or other special circumstances); and
- how you can regain eligibility (<https://studentaid.gov/understand-aid/eligibility/regain>) for federal student aid.

The institution's Satisfactory Progress policy can be found in the institution's catalog [here](#).

### **Fill Out the FAFSA® Form Each Year**

When you fill out the FAFSA form, you are applying for aid for a specific year. In order to receive aid the next year, you'll need to submit that next year's FAFSA form. Luckily, the FAFSA website makes it easy for you by allowing you to submit a Renewal FAFSA form that remembers certain information you reported the year before and places it in your new FAFSA form.

# Disbursement of Financial Aid Funds

Aid awarded for a specific term can only be used to pay for charges for that term and will only be disbursed to you during that term.

## Federal Aid Disbursement Timeline

- Federal grants and Direct Loans are evenly disbursed over the number of terms in your academic year.
- Federal grants and Direct Loans are applied directly to your student account to pay tuition, fees, and other allowable charges no sooner than 10 days before the start date of your first course. Typically, this institution applies funds to your account for the term within the first two weeks.
- An exception to this is for first time students at this institution in the first term of study. The institution delays disbursements between 30-45 days after the start date of your first course.

## Scholarship Disbursement Timeline

As long as eligibility requirements are met, Institutional scholarships disburse to your student account after the first date of each term. Generally, institutional scholarships are evenly disbursed over each term in your academic year.

## State Grants

If you have been awarded a state grant, the funds are sent directly to the institution and applied to your account. The frequency of disbursement is determined by the payment cycle of the state agency.

## Veteran's Benefits

If you are a veteran or dependent of a veteran eligible for education benefits, the institution will certify your enrollment with the VA in order for funds to be received. Depending upon the type of benefits, the funds will be sent directly to the institution and applied to your account or they will be sent directly to you. The frequency of disbursement is typically each term of enrollment but this may vary depending upon the type of benefit.

## Private Scholarships and Other Aid Sources

If you have a private scholarship check and the sponsor or donor sends funds to the institution, the funds will be applied directly to your account. If the funds are sent to you, it is up to you to bring the funds in to the institution and to notify us of this award so it may be incorporated in to your financial aid package.

Any other aid from any other source will be disbursed based on the criteria set forth by that agency. The financial aid office will assist you to the greatest extent possible in completing the necessary documents and requests in order for the funds to be received at the institution. However, it is ultimately up to the student to work with outside funding agencies to ensure aid is awarded and received at the institution.

# Federal Direct Loans

## Eligibility

Eligible students filing the Free Application for Federal Student Aid (FAFSA) will be considered for a student William D. Ford Federal Direct Loan. The U.S. Department of Education is the lender. Upon verification of eligibility, completion of a Master Promissory Note and Entrance Counseling (if you are a first-time borrower), the loan funds will be credited to your account.

You must be enrolled at least half-time each term of the loan period to be eligible to receive a student William D. Ford Federal Direct Loan. Half-time is defined as six or more credit hours for undergraduate students.

For more detail about the William D. Ford Federal Direct Loan program, click here:

<https://studentaid.gov/understand-aid/types/loans>

	Loan Amounts	Who is Eligible	How to Apply	Interest Rate and Terms of Repayment
Federal Direct Subsidized Loan	See <a href="#">Federal Direct Loan Page</a>	U.S. citizens or permanent residents demonstrating financial need	Submit FAFSA	<a href="#">Fixed rate</a> —Begins 6 months after student leaves school or drops below half time enrollment (6 credit hours).
Federal Direct Unsubsidized Loan	See <a href="#">Federal Direct Loan Page</a>	Students who have not received the max Federal Direct Subsidized Loan. Independent students may have additional eligibility.	Submit FAFSA	<a href="#">Fixed rate</a> —Begins 6 months after student leaves school or drops below half time enrollment (6 credit hours).
Federal Direct PLUS Loan	Up to the cost of education less aid received	Parents of dependent students	Submit FAFSA and <a href="#">online loan application</a>	<a href="#">Fixed rate</a> —Begins 60 days after entire loan is disbursed or 6 months after student leaves school.
Private Education Loans	Up to the cost of education less aid received	Varies	Varies	Varies

\*The interest rate on the loan is fixed at the time the loan disburses. Currently, the maximum rate will not exceed 8.25 percent. New loan interest rates for subsequent years are adjusted once a year on July 1. ([Click on https://studentaid.gov/understand-aid/types/loans/subsidized-unsubsidized](https://studentaid.gov/understand-aid/types/loans/subsidized-unsubsidized) at for calculators and interest rates.)

## Subsidized Loans

- This loan is available to students who demonstrate financial need.
- For a subsidized loan, the federal government pays the interest: while you are in school for at least 6 credit hours, for the first six months after you leave school (referred to as the grace period) and during a period of deferment (postponement of loan repayment).
- The amount of your subsidized loan cannot exceed financial need or the annual loan limit set by the federal government, whichever is the lesser amount.

## Unsubsidized Loans

- This loan does not require students to demonstrate financial need.
- The federal government does not pay the interest on an unsubsidized loan.
- The amount is determined by the following equation:

Cost of Attendance

- minus Federal Pell Grant, if eligible
- minus Subsidized Loan, if eligible
- minus any other financial aid received by the student
- = Amount of unsubsidized loan (up to the annual limit)

## Loan Limits

The amount you can borrow may be limited by factors such as other financial aid you may receive. The loans are for educational purposes and can never exceed the cost of your attendance less any other aid.

	Dependent Students	Independent Students
<b>First Year (0-36 credits earned)</b>	\$5,500—No more than \$3,500 of this amount may be in subsidized loans.	\$9,500—No more than \$3,500 of this amount may be in subsidized loans.
<b>Second Year (36 or more credits earned)</b>	\$6,500—No more than \$4,500 of this amount may be in subsidized loans.	\$10,500—No more than \$4,500 of this amount may be in subsidized loans.
<b>Undergraduate Aggregate (Lifetime) Borrowing Limits</b>	\$31,000—No more than \$23,000 of this amount may be in subsidized loans.	\$57,500—No more than \$23,000 of this amount may be in subsidized loans.

NOTE: The amounts shown in the chart are the maximum for one academic year. However, the amount offered may be less depending on the other financial aid that you receive during the same academic year.

## Promissory Note

In order for loan funds to disburse to your student account, you must complete a Federal Direct Loan Master Promissory Note (MPN). To complete an MPN, you will need your FSA ID obtained from the U.S. Department of Education. (Your FSA ID is the same username and password you used to complete your Free Application for Federal Student Aid (FAFSA) online. If you did not complete your FAFSA online, do not have a FSA ID, or have misplaced your FSA ID, visit the U.S. Department of Education's FSA ID site.) You will also need your social security number, driver's license, and two references with different U.S. addresses.

For more information about the Federal Direct Master Promissory Note, click here:

<https://studentaid.gov/mpn/>

## Entrance Counseling

If you are a first-time borrower with the William D. Ford Federal Direct Loan program, you will need to complete entrance counseling. Entrance counseling must be completed before your loan will disburse to your account. Contact the financial aid office at the institution for more information on how to complete this requirement.

## Disbursements

Once we have received notification from the Direct Loan Servicing Center that you completed the promissory note and you have completed your entrance counseling session, we will update your account with these documents. It may take as long as 72 hours for us to receive notification after you have completed the documents online. The loan money will be directly applied to your student account as long as you meet the general eligibility requirements for federal financial aid and you are enrolled for at least six credit hours. Loan money will pay for tuition and fees. If there is any remaining loan money after these charges are paid, a refund check will be generated and be distributed directly to you.

Direct Loans be disbursed evenly over the terms in your academic year. In addition, the institution does not disburse Direct Loan funds to new borrowers until after 30 days have elapsed from the beginning of the term.

**\*\***If you are new to the institution, your first disbursement will not be applied to your student account until 30-45 days after the start of the first term.



## Changing Your Loan Amounts

Although your signature on the MPN allows us to make multiple loans to you under a single promissory note, you are not required to accept the loan amount that we award you. You should notify us immediately in writing if you want to borrow a different amount than what was awarded (the institution will determine eligibility for any amount greater than the initial award first). In addition, you may cancel all or a portion of your loan(s) after the funds have been credited to your student account by notifying the Financial Aid & Scholarships office in writing within 30 days after the date of the disbursement notice.

## Exit Counseling

**Prior to graduating or leaving college**, Federal Direct Loan student borrowers are required to complete an Exit Counseling session. This Exit Counseling session has been created to make sure that you understand your rights and responsibilities as a federal student loan borrower. A financial aid representative will notify and assist in completing this requirement.

## Borrower's Responsibilities-Repayment

You are required to begin making payments on your Federal Direct Stafford Loans after you graduate, leave school, or drop below half-time enrollment. Plan ahead for repayment and budget wisely. You have a six month grace before you must begin repayment. The Federal Direct Stafford Loan Program offers loan repayment plans designed to meet the needs of almost every borrower and allows you to choose which repayment plan is best for you. Federal Direct Stafford Loan borrowers may choose between the standard, extended, graduated, income contingent, and income-based repayment plans.

Your loan will be originated with a Direct Loan Servicing Center which, in addition to information on repayment plans, provides a repayment estimator to help you determine how much you pay and how long it will take to repay your loan based on the plan chosen. Calculations are estimates and the values may not reflect the actual amount computed by the Direct Loan Servicing Center.

Also, Loan Calculators can be found at <https://www.finaid.org/calculators/>. There are calculators to help you figure out how much school will cost, how much you need to save, your estimated monthly payment, and more.

Approximately 7-10 business days after the first disbursement of your loan, your loan is assigned to a loan servicer who will then send you information regarding your loan. Repayment of your loan is managed by your loan servicer. To review your loans and to obtain your loan servicer contact information, you may access [StudentAid.gov](https://studentaid.gov). You will need to login using your FSA ID.

## If You Already Have A Student Loan

If you already have a student loan that was made through the Direct Stafford Loan Program along with a FSA ID, you can get your most recent account information from [StudentAid.gov](https://studentaid.gov).

## Deferment/Forbearance

If you have a problem making your monthly loan payments, you may be able to postpone your payments through a deferment or forbearance request. Deferments are also an option if you are returning to school after an absence. You may also be eligible to have your Federal Direct Stafford Loan or Federal Perkins Loan forgiven

See <https://studentaid.gov/manage-loans/forgiveness-cancellation>

If you have exhausted your deferment and forbearance options, and/or want to avoid a default, you may also want to consider a loan consolidation. A Direct Consolidation Loan allows you to combine one or more of your federal education loans into a new loan that offers several advantages..

## Manage Loans/Avoid Default

If your loans become seriously delinquent you run the risk of going into default which has serious consequences. Click here to understand more about the consequences of default and how to avoid it:

<https://studentaid.gov/manage-loans/default>

## Federal Parent Plus Mode

If you are a dependent student, your parent may wish to borrow a federal parent plus loan on your behalf. Contact the financial aid office for more information.

Also click here to learn more about the Parent Plus Loan:

<https://studentaid.gov/app/launchPLUS.action?plusType=parentPlus>

# Entrance and Exit Counseling

## Entrance Counseling

If you are a first-time borrower at this institution, you will need to complete entrance counseling.

The institution allows the borrower to complete online entrance counseling using the FSA ID obtained from the U.S. Department of Education. (Your FSA ID is the same username and password you used to complete your Free Application for Federal Student Aid (FAFSA) online. If you did not complete a FAFSA online, do not have a FSA ID, or have misplaced your FSA ID, visit the U.S. Department of Education's FSA ID site at <https://studentaid.gov/fsa-id/sign-in/landing>.)

This counseling can be completed at:

<https://studentaid.gov/app/counselingInstructions.action?counselingType=entrance>

The student may also complete entrance counseling with a financial aid representative of the institution. During this more personalized counseling session, the financial aid representative will lead the student through Entrance Counseling material and answer any questions the student may have.

Entrance counseling must be completed before your loan will disburse to your account.

## Exit Counseling

Federal Direct Loan student borrowers are required to complete an Exit Counseling session upon graduation, withdrawing from the institution or when the student drops below 6 credit hours for any term. This Exit Counseling session makes sure the student understands rights and responsibilities as a federal student loan borrower.

The institution allows the borrower to complete online exit counseling using the FSA ID obtained from the U.S. Department of Education. (Your FSA ID is the same username and password you used to complete your Free Application for Federal Student Aid (FAFSA) online. If you did not complete a FAFSA online, do not have a FSA ID, or have misplaced your FSA ID, visit the U.S. Department of Education's FSA ID site at <https://studentaid.gov/fsa-id/sign-in/landing>.)

This counseling can be completed at:

<https://studentaid.gov/app/counselingInstructions.action?counselingType=exit>

The student may also complete exit counseling with a financial aid representative of the institution. During this more personalized counseling session, the financial aid representative will lead the student through exit counseling material and answer any questions the student may have.

## Where to Find Your Student Loan Information

### Where to Find Your Loan Information

You no longer need to sign into the National Student Loan Data System to view your federal student loans. Instead, you should head to [StudentAid.gov](https://studentaid.gov) and sign into your Federal Student Aid account.

In years' past, students had to keep track of four different websites when managing their federal loans and financial aid. These websites were [nslds.ed.gov](https://nslds.ed.gov), [fsaid.ed.gov](https://fsaid.ed.gov), [StudentLoans.gov](https://StudentLoans.gov) and [StudentAid.gov](https://StudentAid.gov).

All these accounts got confusing fast, so luckily FSA decided to simplify matters. It streamlined the process by consolidating the services of all four websites into [StudentAid.gov](https://StudentAid.gov).

Your StudentAid.gov account is now a one-stop shop for managing your student loans and financial aid. You can use your account to:

- View information about your federal student loans, including loan balances, loan types and interest rates
- Fill out the Free Application for Federal Student Aid (FAFSA) form
- Sign your Master Promissory Note (MPN)
- Apply for student loan repayment plans
- Complete student loan entrance and exit counseling
- Use the [Public Service Loan Forgiveness](#) Help Tool

Before borrowing student loans, you'll need to sign up for a StudentAid.gov account. To sign up, you simply need a Social Security number and an email address or phone number.

After providing some personal information, the site will generate an FSA ID for you. This FSA ID is unique to each individual and can't be shared. If your parents are borrowing parent loans or need to sign the FAFSA, they will need to generate their own [FSA IDs](#).

Once you have your FSA ID and password, you can log in to your Federal Student Aid account. Make sure to hold on to your login information so you can access your account at any time.

Besides logging in on your desktop computer, you can also access your account via the [Federal Student Aid mobile app](#).

## Institutional Code of Conduct For Education Loans

The institution is committed to providing students and their families with the best information and processing alternatives available regarding student borrowing. In support of this and in an effort to rule out any perceived or actual conflict of interest between the institution's officers, employees or agents and education loan lenders, the institution has adopted the following Code of Conduct:

- The institution does not participate in any revenue-sharing arrangements with any lender.

- The institution does not permit any officer, employee or agent of the school who is employed in the financial aid office or is otherwise involved in the administration of education loans to accept any gifts of greater than a nominal value from any lender, guarantor or servicer.
- The institution does not permit any officer, employee or agent of the school who is employed in the financial aid office or is otherwise involved in the administration of education loans to accept any fee, payment or other financial benefit (including a stock purchase option) from a lender or affiliate of a lender as compensation for any type of consulting arrangement or contract to provide services to a lender or on behalf of a lender relating to education loans.
- The institution does not permit any officer, employee or agent of the school who is employed in the financial aid office or is otherwise involved in the administration of education loans to accept anything of value from a lender, guarantor, or group of lenders and/or guarantors in exchange for service on an advisory board, commission or other group established by such a lender, guarantor group of lenders and/or guarantors. West Virginia Junior College does allow for the reasonable reimbursement of expenses associated with participation in such boards, commissions or groups by lenders, guarantors, or groups of lenders and/or guarantors.
- The institution does not assign a lender to any first-time borrower through financial aid packaging or any other means.
- The institution recognizes that a borrower has the right to choose any lender from which to borrow to finance his/her education. The institution will not refuse to certify or otherwise deny or delay certification of a loan based on the borrower's selection of a lender and/or guarantor.
- The institution will not request or accept any offer of funds to be used for private education loans to students from any lender in exchange for providing the lender with a specified number or volume of Title IV loans, or a preferred lender arrangement for Title IV loans.
- The institution will not request or accept any assistance with call center or financial aid office staffing.

This code will be evaluated periodically and enforced by the institution. Any officer, employee or agent of the institution in violation of any part of this code will be subject to disciplinary proceedings up to termination of employment if so warranted.

## Private Education Loan Information

**You should always use any federal loan eligibility available to you before borrowing a private education loan.**

Private education loans are consumer loans made to individuals to help pay for school. They are provided by for-profit and nonprofit lending organizations and are not backed by the federal government. Lenders offer private education loans with different rates, fees, repayment terms and approval requirements. Private lenders will perform credit and eligibility checks before granting the loans. Often, a cosigner is required. Interest rates are typically higher than the government-sponsored educational loans, but still may be a better option than other kinds of loans available to the student.

You will need to contact the lenders directly to obtain any additional information and to apply for a private education loan. We will process a loan with any private/alternative lender. Although some private lenders are much better than others in processing loans when interacting with our office, we cannot provide you with a listing or provide any recommendation. We can, however, provide you with a comprehensive, neutral list of private education lenders that the institution's students have borrowed from in the past 3 to 5 years. Please contact the Financial Aid Office for more information.

We suggest that you carefully review each private education loan program to compare the terms and conditions before deciding which loan may be appropriate for your needs.

Because the institution does not keep a suggested lender list for private education loans, we do not recommend one lender over another. There are a number of third parties that provide lists and comparisons of private loan products. For example, “Nerdwallet” provides the “17 Best Private Student Loans” list at: 14 Best Private Student Loans (nerdwallet.com).

## Truth-in-lending Disclosure Requirements

**Disclosure Forms** - Lenders must provide required disclosures to the student and cosigner, if applicable, at three different times during the private loan origination process:

1. **Application and Solicitation Disclosure** – Provided during the online loan application process or via mail included with the Promissory note.
2. **Approval Disclosure** – Provided after the loan is approved and the lender has received the promissory note, the Application and Solicitation Disclosure and the Borrower Self Certification Form and the school certification. The applicant and any cosigner have 30 days to return the approval disclosure.
3. **Final Disclosure** – Provided after the lender receives the Approval Disclosure from the borrower and any cosigner, indicating that the loan has been accepted by the student and the cosigner, if applicable. The loan will not disburse until at least 10 business days after this disclosure is received by the borrower and any cosigner. This is to allow the borrower the option to cancel the loan before it is disbursed.

**Self-Certification Form** – A credit-approved student borrower must submit a completed borrower Self Certification Form to the lender. This form requires information on your cost of attendance.

**Timing Requirements** – These federal regulations extend the loan processing timeline so meeting deadlines for specific steps will be critical to the successful and timely disbursement of your loan funds. The process will likely take a minimum of 30 days to complete and have funds disburse to the school so apply early and plan ahead.

## Professional Judgement

When there are unusual or special situations or circumstances that impact your federal student aid eligibility, federal regulations give the financial aid office discretion or professional judgment on a case-by-case basis and with adequate documentation to make adjustments to the data elements or dependency status on the Free Application for Federal Student Aid (FAFSA®) form that impact your Expected Family Contribution (EFC) to gain a more accurate assessment of your family's ability to contribute to your cost of education.

The FAFSA Simplification Act distinguishes between different categories of professional judgment by amending Section 479A of the Higher Education Act.

## Special Circumstance

Special Circumstances refer to financial situations (loss of job, etc.) that justify a Financial Aid Representative adjusting data elements in the Cost of Attendance or in the calculation of the EFC. The institution will consider all requests for Special Circumstance adjustments. If you have a situation that changes your family's ability to contribute to your cost of education, contact the Financial Aid Office at your institution to request a Special Circumstance Request Form.

Complete the Special Circumstance Request Form in its entirety and return it to the Financial Aid Office. Include with it as much documentation to demonstrate the need for the change as possible. Some examples of documentation may include an unemployment letter; a notice of layoff or termination; unusually high medical

bills; or a reduction in hours or salary.

A Financial Aid Representative will contact you for an interview regarding the circumstances and to let you know if any other information is requested.

The Financial Aid Office will determine if the Special Circumstance was approved and notify you in writing. This determination will occur as soon as possible but no later than 60 days from the date of your request or prior to the end of the award year processing cycle, whichever comes first. Documentation of unemployment benefits should be submitted not more than 90 days from the date it was issued, however, the Financial Aid Representative may accept documents older than 90 days if there is no reason to believe there is conflicting information.

If an approved Special Circumstance results in a change in Federal Student Aid Eligibility, a new Financial Aid Award Offer Notification will be issued.

## Unusual Circumstances

Unusual Circumstances refer to the conditions that justify a Financial Aid Representative making an adjustment to a student's dependency status based on a unique situation (e.g., human trafficking, refugee or asylee status, parental abandonment or incarceration, or parental abuse). Unusual Circumstances are more commonly referred to as Dependency Overrides. A dependency override for unusual circumstances is considered unique from a determination of independence for homeless youth or at-risk homelessness youth.

If you have an Unusual Circumstance that you believe may qualify you for a Dependency Override, contact the Financial Aid Office at your institution to request an ***Unusual Circumstance Request Form***.

Complete the Unusual Circumstance Request Form in its entirety and return it to the Financial Aid Office. Include with it as much documentation to demonstrate the need for the change as possible. Some examples of documentation may include submission of a court order or official Federal or State documentation that your parents or legal guardians are incarcerated; a written statement from an attorney, a guardian ad litem, a court-appointed special advocate that confirms the circumstances and the person's relationship to the student; documentation from a third party with authority (such as a pastor, school guidance counselor, or law enforcement professional) that can attest to the circumstances; a police record or arrest record that documents domestic violence or other forms of abuse; or a death certificate or obituary in the event of a death of a parent.

Some circumstances individually or in combination with one another that DO NOT qualify as an Unusual Circumstance and DO NOT merit a dependency override are a parent refusing to contribute to a student's education; a parent unwilling to provide information on the FAFSA; a parent not claiming the student as a dependent for income tax purposes; or a student demonstrating self-sufficiency. However, one of these circumstances in combination with a qualifying Unusual Circumstance may be submitted as additional documentation.

A Financial Aid Representative will contact you for an interview regarding the circumstances and to let you know if any other information is requested.

The Financial Aid Office will determine if the Unusual Circumstance was approved and notify you in writing. This determination will occur as soon as possible but no later than 60 days from the date of your request.

If an approved Unusual Circumstance results in a change in Federal Student Aid Eligibility, a new Financial Aid Award Offer Notification will be issued.

The Financial Aid office will presume that any student who has obtained an adjustment for Unusual Circumstances and a final determination of independence to be independent for each subsequent award year at this institution unless you inform the institution that your circumstances have changed or if the institution has conflicting information about your independence.

The Financial Aid Office will at its discretion use a dependency override determination made by a financial aid administrator at another institution in the same or prior award year. It is your responsibility to notify the Financial Aid Office that another institution has made this adjustment and provide a contact at the prior institution. A Financial Aid Representative will contact the prior school and attempt to collect information about the prior decision.

## Unaccompanied Homeless Youth

The FAFSA Simplification Act includes new requirements for the Financial Aid Office to accept or make determinations of a youth's status as unaccompanied and homeless, or as unaccompanied self-supporting, and at risk of homelessness. Youth who meet these definitions are included in the Act's definition of independent student and do not need parental information to complete the FAFSA.

The Higher Education Act (HEA) uses the McKinney-Vento Act's definition of homeless, which includes youth who lack a fixed, regular, and adequate nighttime residence; and unaccompanied, which includes youth not in the physical custody of a parent or guardian. This definition is broader than shelters or the streets; it includes staying with others temporarily due to loss of housing, economic hardship, or a similar reason, and staying in motels due to lack of adequate alternative accommodations. The HEA uses at-risk of homelessness to refer to students whose housing may cease to be fixed, regular, and adequate.

In determining independence due to homelessness, the Financial Aid Office will consider documentation from the following entities – provided through a documented phone call, written statement, or verifiable electronic data match – to be adequate:

- A local educational agency homeless liaison, as designated by the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), or a designee of the liaison;
- The director of an emergency or transitional shelter, street outreach program, homeless youth drop-in center, or other program serving individuals who are experiencing homelessness, or a designee of the director;
- The director of a Federal TRIO program or a Gaining Early Awareness and Readiness for Undergraduate program (GEAR UP) grant, or a designee of the director; or
- A financial aid administrator at another institution who documented the student's circumstance in the same or a prior award year.

In the absence of documentation from any of the individuals described above, the Financial Aid Office will make a case-by-case determination:

- Based upon a written statement from, or a documented interview with, the student that confirms that they are an unaccompanied homeless youth, or unaccompanied, at risk of homelessness, and self-supporting; and
- Made without regard to the reasons that the student is unaccompanied and/or homeless.

If you believe you meet the definition of unaccompanied and homeless, or as unaccompanied self-supporting, and at risk of homelessness, please complete The Unaccompanied Homeless Youth Determination and return it to the Financial Aid Office as soon as possible. Include documentation from one of the entities listed above if you have it.

The Financial Aid Office will contact you to conduct an interview (only in the absence of documentation from one of the entities indicated) and to assist you in completing or updating your FAFSA form.

If you have been determined to be an Unaccompanied homeless youth and this results in a change in Federal Student Aid Eligibility, a new Financial Aid Award Offer Notification will be issued.

## Foster Care Youth

The institution does not require a student to present documentation to confirm the answer to the question on the FAFSA regarding Foster Care unless conflicting information appears to exist or unless it has reason to question the appropriateness of the answer.

If the institution requires that a student provide documentation that they were in foster care at age 13 or older, The Financial Aid Representative will consider any of the following documentation to be adequate in the absence of conflicting information:

- Submission of a court order or official State documentation that the student received Federal or State support in foster care;
- A documented phone call or a written statement from an attorney, guardian ad litem, or Court Appointed Special Advocate;
- Verification of the student's eligibility for an education and training voucher under the John H. Chafee Foster Care Program under section 477 of the Social Security Act (42 U.S.C. 677); or
- A documented phone call or written statement from a financial aid administrator who documented the student's circumstance in the same or a prior award year. The Financial Aid Administrator will also consider a phone call, written statement, or verifiable electronic data match from one of the following sources to be adequate documentation:
  - A State, county, or Tribal agency administering a program under part B or E of title IV of the Social Security Act (42 U.S.C. 621 et seq. and 670 et seq.);
  - A State Medicaid agency; or
  - A public or private foster care placing agency or foster care facility or placement.

## Dependent Students Without Parental Support

Dependent students whose parents refuse to support them are not eligible for a dependency override, but they may be able to receive a dependent level Direct Unsubsidized Loan only. For a student to be eligible for this provision the institution will document the following:

1. the student's parents' refusal to complete the FAFSA; or
2. the student's parents do not and will not provide any financial support to him or her.

If the parents refuse to sign and date a statement to this effect, documentation from a third party (the student is not sufficient), such as a teacher, counselor, cleric, or court should be submitted.

This situation does not on its own justify a dependency override.

If your parents will not provide support or complete the FAFSA, and you don't qualify for a Dependency Override, you may complete the ***Dependent Student Without Parental Support Form***. If your parents will not complete the statement, you must get a teacher, counselor, or other authoritative source to complete the statement.

The Financial Aid Office will contact you to conduct an interview and to assist you in completing or updating your FAFSA form. If you fall into this category your FAFSA Application will be in a rejected status with no EFC. You will be awarded a Direct Unsubsidized Loan only up to the maximum you would normally be eligible for depending on your grade level (but not the amount a student can get when his or her parent is unable to get a Direct PLUS Loan). This will almost certainly result in you owing additional funds to cover your tuition and fees.



# Citizenship and Eligible Non-Citizen Documentation

Students who apply for Federal Student Aid and complete the FAFSA and who indicate they are U.S. citizens will have their citizenship status undergo a “match” with the Social Security Administration. Students who do not pass this match will be notified on their Student Aid Report (SAR). Financial Aid will inform students that they are required to submit **unaltered documentation** that verifies their status to Financial Aid to be examined and retained. Students will not be eligible for federal or state aid if Financial Aid is unable to confirm their citizenship status.

Students who indicate on the FAFSA they are eligible non-citizens will undergo a match with the United States Citizenship and Immigration Services (UCIS) in the Department of Homeland Security. Those students who do not pass the match will be notified on their Student Aid Report (SAR). Financial Aid will inform students that they are required to submit **unaltered documentation** that verifies their status to Financial Aid to be examined retained. If documentation confirms eligible non-citizenship status, these documents will be sent to the Department of Homeland Security for secondary confirmation. The institution will wait until the DHS responds confirming whether the documents submitted confirm that you are an eligible non-citizen. Students will not be eligible for federal or state aid if Financial Aid is unable to confirm their eligible non-citizenship status.

Eligible Categories	Require Documentation
U. S. Citizen or National	U.S. Birth Certificate, U.S. Passport, current or expired (except limited passports); or Certificate of Naturalization (form N-550 or N-570); or Certificate of Citizenship (form N-560 or N-561); or Documentation of Birth of Citizen Abroad (form FS-240, FS-545 or DS-1350). Note: If you do not have the above documentation because you recently were naturalized, or you became a U.S. citizen as a minor, and you have not yet received a Certificate of Naturalization or U.S. Passport, submit an explanation.
U. S. Permanent Resident	Form I-551; or Resident Alien Card (form I-551); or Departure Record (form I-94A) or Arrival Departure Record (form I-94) with the endorsement: "Processed for I-551", "Temporary I-551" or "Processed for I-551." Temporary Evidence of Lawful Admission for Permanent Residence Valid Until Employment Authorized" or other documentation of permanent resident status.
Conditional Resident Aliens	Valid I-551C, I-94, I-94A, or a passport with an MRIV bearing the statement "Upon endorsement serves as temporary I-551C evidencing permanent residence for 1 year." Valid if documentation has not expired.
Refugee	Form I-94A or I-94A annotated with a stamp showing admission under Section 207 of the Immigration and Nationality Act (INA). Refugee Travel Document (Form I-571) or the newer U.S. Travel Document annotated with "Refugee Travel Document Form I-571 (Rev. 9-2-03)."
Person Granted Asylum	Form I-94 or I-94A with a stamp showing admission under Section 208 of the INA or documentation as provided to refugees above.
Person Paroled into the U.S. for at Least One Year	Evidence (such as having filed a valid permanent resident application) from the DHS that you are in the U.S. for other than a temporary purpose and intend to become a citizen or permanent resident. The documentation must have a stamp indicating that you have paroled into the United States for at least one year, with a date that has not expired.
Cuban-Haitian Entrants	I-94 with stamp indicating "Cuban-Haitian Entrant (Status Pending). Reviewable January 15, 1981. Employment authorized until January 15, 1981 or "Customs and Border Patrol (CBP)" stamp, showing class of admission and date admitted on their passport.
Conditional Entrant	I-94 with a stamp displaying "Section 203(a)(7)" and indicating that the person was admitted to the United States as a conditional entrant dated prior to March 31, 1980.
Victim of Human Trafficking or Spouse, Child or Parent of Victim	Victim must submit certification or eligibility letter from the Department of Health and Human Services (HHS). Spouse, child or parent of victim may submit a copy of the victim's certification letter and a copy of their I-94 with a T1, T2, T3 or T COA code.

Eligible Categories	Require Documentation
Battered immigrants- Qualified Aliens	I-797 form or a court order from an immigration judge confirming your status.

**This institution is not an approved Student Exchange and Visitor Program (SEVP) school and therefore does not accept students with a Student Visa (F-1 or M-1).**

Individuals who are not U.S. citizens or eligible non-citizens as outlined above, lawfully present in the United States, who do not qualify as International Students (F-1 or M-1 Student Visa holders) may be admitted to the College under the regular admissions requirements (without receipt of Federal or State Student Aid) and shall submit the following information as part of the admissions process:

- Verification of high school completion or its equivalent.
- Proof of lawful presence in the United States through any document issued by the federal government that confirms such lawful presence.
- Verification of resources to pay tuition and fees.

Once documentation is submitted, it will be reviewed by the institution's compliance team before the admissions representative informs the student of the institution's enrollment decision.

## Health & Safety

### Drug and Alcohol Abuse Prevention Program

It is the policy of the institution that all employees and students are prohibited from participating in the unlawful manufacture; distribution, dispensing, possession, or use of a controlled substance or alcohol on the premises of the institution or any institution related activity.

Any employee doing so will be subject to action up to and including termination of employment. These employees will be subject to referral for prosecution. Any student doing so will be subject to action up to and including permanent dismissal from school. These students will be subject to referral for prosecution.

As a condition for continued employment, the institution may require employees to participate satisfactorily in drug abuse assistance or rehabilitation program approved by a Federal, State, or local health, or law enforcement, or any other appropriate agency. As a condition for continued enrollment, the institution may require students to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by a Federal, State, or local health, or law enforcement, or any other appropriate agency.

Included in the Drug and Alcohol Prevention Program are:

1. A description of the applicable legal sanctions and penalties under Federal, State, and Local law for the unlawful possession or distribution of illicit drugs and alcohol.
2. Federal Drug Trafficking Penalties.
3. A list of any drug or alcohol counseling, treatment, rehabilitation, or re-entry programs in the area.
4. A description of the health risks associated with Illicit Drugs.
5. The Effects of Alcohol.

## 6. Tips for Preventing Substance Abuse.

This notice and material included in the institution's drug and alcohol abuse prevention program is directly distributed to all prospective and enrolled students and all new and current employees. This notice and material is also directly distributed annually no later than July 1.

I am aware that as an employee or student of the institution, I agree to abide by the terms of the "Statement of Drug Free Workplace and Institution of Higher Education" and also to notify the institution of any criminal drug statute convictions for violations occurring on the premises of or at any of its related activities.

### **Biennial Review**

The institution conducted a biennial review of its drug and alcohol prevention program at the end of the 2023/2024 Award Year and determined that the program is sound. There were no drug or alcohol-related violations that occurred on the institution's campus or as part of any of the institution's activities and therefore, there were no sanctions imposed.

## Notice to Students Concerning Penalties for Drug Violations

This notice provides information on the penalties associated with drug-related offenses under section 484(r) of the Higher Education Act. It also provides notice on how to regain eligibility after conviction of a drug related offense.

The institution will provide a timely notice to each student who has lost eligibility for any grant, loan, or work-study assistance as a result of penalties under 484(r)(1) of the HEA and will advise the student of the ways in which to regain eligibility under section 484(r)(2) of the HEA.

### (r) SUSPENSION OF ELIGIBILITY FOR DRUG-RELATED OFFENSES-

(1) IN GENERAL- A student who has been convicted of any offense under any Federal or State law involving the possession or sale of a controlled substance shall not be eligible to receive any grant, loan, or work assistance under this title during the period beginning on the date of such conviction and ending after the interval specified in the following table:








*If convicted of an offense involving:*

The possession of a controlled substance:	
Ineligibility period is:	
First offense	1 year
Second offense	2 years
Third offense	Indefinite

The sale of a controlled substance:	
Ineligibility period is:	
Second offense	2 years
Third offense	Indefinite

2. REHABILITATION- A student whose eligibility has been suspended under paragraph (1) may resume eligibility before the end of the ineligibility period determined under such paragraph if--
  - A. the student satisfactorily completes a drug rehabilitation program that--
    - i. complies with such criteria as the Secretary shall prescribe in regulations for purposes of this paragraph; and

- ii. includes two unannounced drug tests; or
- B. the conviction is reversed, set aside, or otherwise rendered nugatory.

	<p>Federal Sanctions and Penalties for Unlawful Possession or Distribution of Illicit Drugs</p> <p><a href="https://www.justice.gov/usao-nh/frequently-used-federal-drug-statutes">https://www.justice.gov/usao-nh/frequently-used-federal-drug-statutes</a></p>
	<p>State of Pennsylvania Controlled Substance Act</p> <p><a href="https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2016&amp;sessInd=0&amp;act=37">https://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2016&amp;sessInd=0&amp;act=37</a></p>
	<p>Westmoreland County Drug – Alcohol – Weapon Policy</p> <p><a href="https://www.co.westmoreland.pa.us/1095/Drug-Alcohol-Weapon-Policy">https://www.co.westmoreland.pa.us/1095/Drug-Alcohol-Weapon-Policy</a></p>
	<p>DEA Resource Guide – Drugs of Abuse and Federal Trafficking Penalties</p> <p><a href="https://www.ussc.gov/research/quick-facts/drug-trafficking">https://www.ussc.gov/research/quick-facts/drug-trafficking</a></p> <p><a href="https://nida.nih.gov/research-topics/commonly-used-drugs-charts">https://nida.nih.gov/research-topics/commonly-used-drugs-charts</a></p>
	<p>Westmoreland County Drug and Alcohol Resources and Treatment Facilities</p> <p><a href="https://www.co.westmoreland.pa.us/1835/Drug-and-Alcohol-Resources-Treatment-Fac">https://www.co.westmoreland.pa.us/1835/Drug-and-Alcohol-Resources-Treatment-Fac</a></p>
	<p>Health Consequences of Drug Misuse</p> <p><a href="https://nida.nih.gov/publications/drugs-brains-behavior-science-addiction/addiction-health">https://nida.nih.gov/publications/drugs-brains-behavior-science-addiction/addiction-health</a></p>
	<p>Helpful Tips to Prevent Drug and Alcohol Abuse</p> <p><a href="https://www.cdc.gov/alcohol/about-alcohol-use/index.html">https://www.cdc.gov/alcohol/about-alcohol-use/index.html</a></p>



<https://treatmentsolutions.com/blog/top-5-ways-to-prevent-substance-abuse/>

## Vaccination Policies

Interacting with the public exposes all individuals to contagions. As a part of the training at this institution you will be exposed to the public including other students, faculty, staff and visitors and at off site experiences such as field trips, externships, clinical rotations, etc. Furthermore, certain careers for which the institution trains students may result in greater exposure to disease and illness, such as those in the allied health fields.

**IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL TO ASSESS THEIR OWN LEVEL OF RISK AND MAKE THEIR OWN DECISIONS REGARDING VACCINATIONS.**

If you have any health problems or risk factors where exposure to the public increases your risk of contracting illnesses or managing them, you are **STRONGLY** advised to talk with your physician and assess whether you should enter a training program at this time or whether you should secure certain vaccinations prior to enrolling at the institution. Furthermore, requirements to work in health careers are rapidly evolving and usually become more extensive over time. You may be required to meet additional standards, including, but not limited to, getting additional vaccinations and/or tests in order to participate in externships and/or clinical rotations or to be employed in a particular field. If you have health issues that would prevent you from meeting any of these requirements, you are advised not to enroll prior to resolving these issues with your physician. Also, be aware that illegal drug use increases your risk of exposure to health problems and, likely, will prevent you from obtaining employment.

You are advised to talk with a physician about any questions or concerns you might have prior to enrolling. You will be responsible for obtaining and incurring the costs for any necessary immunizations or tests required by your externship or clinical courses/sites, unless a physician documents that you are medically prohibited from doing so. By enrolling, you are accepting full responsibility for this including the risks inherent in interacting with the public and you release the institution, its staff, faculty and other representatives from any and all legal liability for any injuries, illnesses or health problems of any nature as a result of your training program and/or employment.

## Campus Security Report and Emergency Planning and Procedures

**Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics**

Annual Campus Safety and Security Report  
**July 1, 2024**

United Career Institute complies with the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act (Clery Act). The Clery Act requires colleges and universities that participate in federal financial aid programs to keep and disclose information about crime on and near campus.

UCI also complies with the Violence against Women Act of 2013 (VAWA). VAWA amends the Clery Act and was designed by advocates along with victims/survivors and championed by a bi-partisan coalition in congress as a companion to Title IX that will bolster the response to and prevention of sexual violence in higher education. VAWA established federal legal definitions of domestic violence, dating violence, sexual assault, and stalking. In 2013, the Campus SaVE (Sexual Violence Elimination Act) Act amended the Clery Act to mandate extensive “primary prevention and awareness programs” regarding sexual misconduct and related offenses.

This Campus Safety and Security Report outlines the institution’s policies and procedures regarding the Clery Act and the VAWA.

The institution encourages all students and employees to read the material carefully. Your rights and responsibilities to campus safety and consequences and possible sanctions for violating campus safety policies are described in the sections below.

## United Career Institute’s Commitment to Safety and Crime Prevention

United Career Institute has developed programs to bolster safety and overall well-being for the entire campus community including all students, instructional staff, and employees. We all play an active part in improving the quality of campus life by taking personal responsibility for our own conduct as well as looking out for our fellow students and employees by reporting any possible safety violations.

As important members of the campus community, we are required to follow the laws of the United States and the State of Pennsylvania and to abide by the policies and procedures set forth by the institution. Any violations may result in disciplinary action.

The institution follows federal laws and annually publishes and distributes reportable crimes statistics (as required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act)) for the three most recent calendar years. These statistics can be found in Section 5 of this report.

## Safety and Security Team Members

The institution’s Title IX Coordinator is trained to respond to and investigate any allegations of sexual misconduct and identify any patterns or systemic problems revealed by any complaints.

The Title IX Coordinator at this institution can be reached at:

United Career Institute  
Attn: Ashley Marra, Assistant Legal Counsel  
3280 University Ave., Suite 6  
Morgantown, WV 26505  
304-449-4813  
[ashley.marra@wvjc.edu](mailto:ashley.marra@wvjc.edu)

If the Title IX Coordinator is not immediately available, the Campus President will serve as the campus security authority. The Campus President will then report any allegation to the Title IX Coordinator.

## Memorandum of Understanding with Local Law Enforcement

United Career Institute does not have a Memorandum of Understanding (MOU) with the local law enforcement agency or other security personnel. No one at the institution has the authority to make arrests. Each year, the institution requests crime statistics from the local law enforcement agency. Any crimes reported will be included in the annual crime statistics disclosures. Also each year, the institution invites local law enforcement to the campus to make a presentation on campus crime awareness and prevention.

Allegations of crimes occurring on campus or immediately adjacent to campus should be first reported to local law enforcement by dialing 911. The allegations should also be reported to the Title IX Coordinator for compilation and inclusion in the annual report of crime statistics or to determine if there is a need to provide a timely warning.

## **Review of Safety Programs**

The institution will periodically review all campus safety and security programs to ensure continuing compliance with Clery Act and VAWA. Any recommendations and improvements will be incorporated into this report and distributed to the entire campus community. UCI provides educational programs that review campus safety and security programs on a regular basis.

## **Reporting Criminal Activity**

Should a crime occur on campus, the person knowledgeable about the crime is encouraged to accurately and promptly report the activity to the Title IX Coordinator and to the local law enforcement agency. Should the Title IX Coordinator be unavailable, report the incident to the Campus President or other administrative personnel, who all serve as campus security authorities. Local law enforcement can be reached by dialing 911. Further, it is the policy of the institution to assist any crime victims in reporting such incidents to the authorities and to assist in the receipt of first aid if needed.

If sexual misconduct allegations are reported to local law enforcement, the institution will also conduct its own investigation and outcomes and any outcomes and possible sanctions will be based on that investigation. The Title IX Coordinator will work with local law enforcement to the extent possible to ensure that all complaints have been resolved promptly and appropriately. If you are the victim of any sexual misconduct or if you have witnessed any misconduct of a sexual nature, report to the Title IX Coordinator. If the Title IX Coordinator is not immediately available, you may report the incident to the Campus President or other administrative personnel, who all serve as campus security authorities. They will then report the allegation to the Title IX Coordinator.

The institution has no law enforcement agency or security personnel. If a crime occurs on campus or on property immediately adjacent to campus, all criminal investigations will be conducted by state or local law enforcement, although the institution will continue to investigate complaints to ensure that complaints are resolved promptly and appropriately. The institution requests crime statistics annually from local law enforcement and publishes crime statistics each year to ensure that it is knowledgeable about all of the criminal offenses and arrests that may have occurred on-campus or on public property surrounding the campus. See section 5 for more information.

## **Victims Rights**

If you report that you have been the victim of a crime, either on or off-campus, you have the following rights:

- Possible Sanctions or protective measures may result from an institutional disciplinary proceeding (see below for Disciplinary Proceedings for additional information).
- Follows these procedures in the event of an incident of sexual violence:
- Preserve evidence to the fullest extent possible for proof in criminal proceedings.
- Report the offense to the Title IX Coordinator and to the local law enforcement agency. Should the Title IX Coordinator be unavailable, report the incident to the Campus President or other administrative personnel in the administrative offices. Local law enforcement can be reached by dialing 911.
- Additionally, campus officials will assist in contacting local police authorities immediately, if the victim so chooses.
- You have the right to decline to report to law enforcement.
- You have the right to file a "No Contact" or restraining order. A restraining order or protective order is a legal order issued by a state court which requires one person to stop harming another.

- The institution does not have counseling, mental health or other student services for victims of sex offenses, however to the greatest extent possible appropriate counselors should be contacted to assist in the receipt of first aid as needed and to assist the victim with his/her emotional concerns. The following is a link to counseling services. <https://ovc.ojp.gov/directory-crime-victim-services>
- The institution will make appropriate adjustments to your academic situation regardless of whether or not a formal report is made.
- Your confidentiality will be protected. Any institutional record keeping of the incident will exclude any personally-identifiable information. The institution cannot guarantee confidentiality on the part of any law enforcement investigation if the victim chooses to report the allegations.

## **Anonymous and Confidential Reporting**

If you are the victim of a crime or witnessed a crime, you may consider making a confidential report without revealing your identity. If you wish to maintain confidentiality or request that no investigation into a particular incident be conducted or disciplinary action be taken, the institution will weigh that request against the institution's obligation to provide a safe, non-discriminatory environment for all students and employees, including the victim. If the Title IX Coordinator determines that confidentiality could jeopardize the institution's ability to provide a safe, nondiscriminatory environment for all the confidentiality request may not be honored. Also, the institution may not be able to honor the confidentiality request if doing so would violate state or federal law, including responding to a lawfully ordered subpoena.

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

The institution does not have pastoral and or professional counselors and therefore, does not have policies related to pastoral or professional counselors to inform persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

The state of Pennsylvania publishes a Victim Service Directory that provides counseling for individuals that have been victims of crimes. Click on the link below to access this directory. The institution will assist an individual with identifying a counseling service in the area that best suits the individual's needs.

<https://ovc.ojp.gov/directory-crime-victim-services>

## **Institutional Responsibilities in Reporting Crimes and Crime Statistics**

If a crime is reported to the institution and that crime meets the definition of a crime that is to be reported to the Department of Education under the Clery Act, the institution will include it in its published crime report. The institution will also contact local law enforcement each year to determine if any crimes not reported directly to the institute should be included with the published crime report. See section 5 for more information about the Clery Act and crime statistics reporting.

## **Safety Awareness and Crime Prevention**

United Career Institute is committed to providing a safe and secure environment for the entire campus community. The campus community will receive notifications, educational programs, and prevention measures annually.

## **Distribution of Annual Security Report and Statistics**

Students, instructional staff, and employees receive copies of the Annual Security Report. Annually, prior to July 1, the Financial Aid Director sends current students and current employees an email notifying them of the availability of the annual Campus Safety and Security Report. The report can be found in the Health and Safety



Section of Consumer Information. An Annual notification is also emailed to students and employees and explains where the report is found (and a direct link is included) and gives a summary of the information included in the report.

New and prospective students and new employees also receive a notice of disclosure that gives a summary of all informational disclosures about the institution, including campus safety and security. The institution publishes this information on the school's website in the Consumer information section and through direct distribution to each individual.

Individuals also have the right to receive this information in paper copy. Contact the Financial Aid Office to receive paper copies of any consumer information, including the annual campus safety and security report.

## **Prevention Measures**

Keeping the campus community safe is everyone's responsibility. Part of crime prevention is being alert and aware of your surroundings. Here are some ways you can keep yourself and your campus safe:

- Lock your car and always take your keys with you.
- At night, travel with a friend whenever possible and stay in well-lighted areas. Don't walk near shrubbery or other places of potential concealment.
- Plan the safest route to your destination.
- Share your class schedule with your friends and family and let them know where you are going and when you are expected to return.
- If you are being followed, change direction and go to the nearest business or home; knock on the door and request someone call the police. Note the description of the person following you.
- Don't overload yourself with bags and avoid wearing shoes that restrict your movements.
- Don't leave valuables visible in your car and leave highly valuable items at home.
- Keep your purse and or backpack close to your body.
- Never bring any kind of weapon to campus.
- Service your vehicle regularly to avoid breakdowns and always have at least ¼ tank of gas.

## **Campus Security and Access**

The building facilities will be unlocked up to 30 to 60 minutes prior to the beginning of the first scheduled class and shall remain unlocked up to 30 to 60 minutes after the last scheduled class. It should be noted that the last scheduled class generally ends sometime between 9:00 p.m. and 10:00 p.m. in the evening. Only students, staff, faculty, and their guests will be allowed on the premises during these hours. No loitering will be tolerated. The institution does not have campus residences or any non-campus locations of student organizations.

Students and staff are issued Key Fobs for admittance into the building.

## **Education Programs**

The institution will provide on an annual basis a program of campus security, crime prevention, and drug and alcohol abuse prevention. This program includes a portion specific to the prevention of rape and other sex offenses, which will include discussion of the prevention of dating violence, domestic violence, sexual assault, and stalking. The institution will attempt to get a local law enforcement officer or another expert on crime prevention to assist in this presentation. This program is designed to inform students and employees about campus security procedures and practices and to encourage students and employees to be responsible for their own security and the security of others. The institution does not maintain any off campus student organizations or facilities.

Additionally, new students and employees will receive education at orientation that complies with Title IX and the Violence against Women's Act. The institution will either utilize in person training, written materials, or electronic depending upon the method that best suits the training environment.

## Emergency Notifications

United Career Institute maintains emergency policies and procedures and systems to protect the campus community. An emergency is defined as a situation that poses an immediate threat to the health or safety of someone in the campus community that significantly disrupts the normal course of business. Depending upon the nature of the emergency, the institution will utilize the most appropriate procedure to assess the threat and notify the appropriate segment of the campus community. The content of the notification will depend upon the nature of the emergency. On an annual basis, the institution will test its emergency response and evacuation procedures and make any adjustments if necessary.

## Timely Warnings Policy and Procedure

In the event that a situation arises, either on campus or on property immediately adjacent to campus that in the judgment of the Campus President constitutes serious or continuing threat, which is either reported to campus security authorities or local police agencies, a campus wide "timely warning" will be issued. This warning will be issued through the college e-mail system to all enrolled students, faculty, and staff; through news media such as television and radio announcements; and other means suitable for the situation as soon as the pertinent information is available to assess the situation.

An emergency response will be issued if there is a significant emergency or dangerous situation involving an immediate threat to the health or safety of students and employees occurring on campus.

If you should have knowledge of any emergency or threat to the safety of any individual on campus, you should report the activity to the Title IX Coordinator and to the local law enforcement agency. Should the Title IX Coordinator be unavailable, report the incident to the Campus President or other administrative personnel, who all serve as campus security authorities. Local law enforcement can be reached by dialing 911.

The Campus President and the Title IX Coordinator will assess the emergency or dangerous situation and determine the appropriate segment(s) of the campus community to be notified; determine the content of the notification; and initiate the appropriate notification system unless the issuing of the notification would compromise the efforts to assist a victim, or to contain, respond to, or otherwise mitigate the emergency. The decision to issue a timely warning shall be made on a case-by-case basis after consideration of the available facts, including factors such as the nature of the crime, the continuing danger or risk to the campus community, and the possible risk of compromising law enforcement efforts.

Timely warnings are considered for any crime listed in the annual report of crime statistics.

When a determination is made that a timely warning should be issued, the Campus President will take one or more appropriate steps to ensure timely notification of the campus community.

### ***Options for notification include, but are not necessarily limited to:***

- Campus-wide e-mails,
- Physical postings on doors and bulletin boards
- News Media such as television and radio
- Postings on the institution website at [www.unitedcareer.edu](http://www.unitedcareer.edu)
- Postings in the institution's learning management system
- Postings on social media sources (i.e. Facebook)

### ***The warnings will include some or all of the following information:***

- Date, time and location of the reported crime,
- Summary of the incident,
- Description of the suspect and/or vehicle, if available,
- Any other special instructions or incident specific safety tips.

## **Emergency Planning and Procedures Guide**

UCI has developed and adopted an Emergency Planning and Procedures Guide. This guide can be found as Appendix A of this Annual Campus Security and Safety Report.

## **Disclosure of Crime Statistics**

Originally known as the Campus Security Act, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) is the landmark federal law that requires colleges and universities across the United States to disclose information about crime on and around their campuses. The law is tied to an institution's participation in federal student financial aid programs. The Clery Act is enforced by the United States Department of Education.

The institution's Compliance Officer annually discloses campus crimes, arrests, and referral statistics as outlined in the Clery Act for the past three calendar years. The report is prepared by contacting local law enforcement agencies for a request of statistics related to crimes that have occurred on campus or on public property immediately adjacent to campus. Any crimes reported to campus officials are also included in the report.

## **List of Crimes Included in the Institution's Crime Statistics**

The Clery Act requires reporting of crimes in categories, some with significant subcategories and conditions. The Department of Education's <https://www2.ed.gov/admins/lead/safety/handbook.pdf> provides a detailed explanation of each of the crimes required to be reported.

## **Campus Locations**

United Career Institute reports crimes that occur: (1) on campus, and (2) on public property within or immediately adjacent to the campus. Under the Clery Act, public property encompasses the following: All public property, including thoroughfares, streets, sidewalks, and parking facilities that is within the campus, or immediately adjacent to and accessible from the campus.

## **Campus Crime Statistics**

[Download](#) the most recent crime statistics published by the institution and reported to the Department of Education. The three most recent calendar years are included.

## **Weapon Possession**

Firearms of any nature, knives, clubs, brass knuckles or other weapons are strictly prohibited on campus. Bringing any type of weapon on campus will result in disciplinary action, up to and including termination from school in the case of students and termination of employment in the case of an employee.

## **Sexual Violence Policy and Prevention**

A sex offense is any sexual act directed against another person, forcibly and or against that person's will; or non-forcibly or against the person's will where the victim is incapable of giving consent. United Career Institute will not tolerate sexual assault or abuse, such as rape (including acquaintance rape) or other forms of nonconsensual sexual misconduct or activity. These acts degrade the victims, our community and society in general.

Refer to the following resource provided by the United States government <https://www.nsvrc.org/find-help> for information.

If you are the victim of sexual assault or rape, take these actions:

- Get to a safe place as soon as possible.
- Seek help immediately. Contact the police and get medical attention. Don't feel guilty or to blame. It is a crime and should be reported.
- Try to preserve all physical evidence. Do not shower, wash or change clothing. Valuable evidence could be destroyed. If you think you've been assaulted while under the influence of an unknown drug, don't try to urinate before providing a urine sample and if possible, collect any glasses you drank from.
- If you so desire, the school will assist you in notifying authorities.
- Contact a close friend who can be with you for support.
- Consider talking to a counselor. The state of Pennsylvania publishes a Victim Service Directory that provides counseling for individuals that have been victims of crimes. Click on the link to access this directory. <https://ovc.ojp.gov/directory-crime-victim-services>

## Definitions

**Domestic Violence:** Domestic violence is a felony or misdemeanor 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 in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from the person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurs.

**Dating Violence:** Dating violence is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating violence includes but is not limited to, sexual or physical abuse or the threat of such abuse not does not include acts covered under the definition of domestic violence.

**Sexual Assault:** Sexual assault involves an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI's UCR program.

**Stalking:** Stalking is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

**Sexual Harassment:** Sexual harassment is defined as the unwelcome conduct of a sexual nature. It include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual violence is a form of sexual harassment prohibited by Title IX.

**Consent for Sexual Activity:** Sexual activity requires consent, which is defined as voluntary positive agreement between the participants to engage in specific sexual activity.

## Disciplinary Proceedings:

United Career Institute prohibits sexual violence against any member of the campus community. The results of sexual violence against a member of the community could lead to expulsion or employment termination.

In addition to reporting to law enforcement, victims also have the option to seek protective or disciplinary action directly with the institution.

- The standard of evidence under current Title IX guidelines is “preponderance of the evidence” or more likely than not.
- The institution will provide a prompt, fair and impartial investigation and resolution.
- The proceedings will be conducted by officials who receive annual sexual violence training, including on how to conduct an investigation, protect the safety of victims and promotes accountability.
- Both the accuser and accused are entitled to the same opportunities to have others present, including the opportunity to be accompanied to any related meeting or proceeding by an advisor of their choice.
- Both the accuser and accused shall be simultaneously informed, in writing of:
- The outcome of any institutional disciplinary proceeding;
- The procedures for the accused and the victim to appeal the results of the proceeding;
- Any change to the results; and
- When such results become final.
- A student found guilty of violating the institution’s sex offense policy will be expelled from school and could be criminally prosecuted. Both accused and accuser may provide witnesses to the Campus President prior to this decision. The accused and the accuser will both receive the Campus President’s decision, which is final.
- Upon written request, the institution will disclose to the alleged victim of a crime of violence, or a non-forcible sex offense, the results of any disciplinary hearing conducted by the institution against the student who is the alleged perpetrator of the crime or offense. If the alleged victim is deceased as a result of the crime or offense, the institution will provide the results of the disciplinary hearing to the victim’s next of kin, if so requested.

## **Education Programs**

The institution has in place educational programs to promote awareness of rape, acquaintance rape, domestic violence, dating violence, sexual assault, and stalking, which includes prevention and awareness for incoming students and new employees, as well as ongoing prevention and awareness for students and employees. These programs include but are not limited to audio visual presentations, power point presentations, written material, bulletin boards, and guest presentations from law enforcement or other experts on the subject.

This education program includes education on topics including but not limited to:

Bystander Education (A bystander has the power to change a situation when the step up and take action)

Risk Reduction (Recognizing the factors involved with sexual violence will help eliminate risk)

Sexual Violence (including Hate Crimes)

Bullying (including Cyber Bullying)

Hazing

## **Sex Offender Registry**

In accordance with the Campus Sex Crimes Prevention Act (CSCAMPUS PRESIDENTA) of 2000 which amends the Jacob Wetterling Crimes Against Children and Sexually Violent Offender Act, the Jeanne Clery Act and the Family Educational Rights and Privacy Act of 1974, the institution is providing a link to the Pennsylvania State Police Sex Offender Registry where information about registered sex offenders can be obtained. This act requires institutions to issue a statement advising the campus community where law enforcement information provided by a State concerning registered sex offenders may be obtained. It also requires sex offenders

already required to register in a State to provide notice of each institution in that State at which the person is employed, carries a vocation, or is a student. Follow the link to access Pennsylvania's Megan's Law Website: <http://www.pameganslaw.state.pa.us/>

## Drug and Alcohol Abuse Prevention Program

It is the policy of this institution to maintain a drug alcohol free environment for work and for study. It is also the policy of this institution to provide a program of information to its students and employees in an effort to educate them regarding the detrimental effects of abusing alcohol or using drugs.

## Program Requirements

All staff, faculty, and students directly receive material about the college's drug prevention program. This material includes:

1. Institution's Statement of Drug Free Workplace and Institution of Higher Education This establishes the institution's policy of maintaining a drug free environment as well as penalties imposed for violations. It also contains results of the institution's biennial review and the Student Drug Violation Penalty Notice.
2. A description of health and other risks associated with the abuse of alcohol or the use of drugs shall be distributed with the statement in #1 above.
3. A listing of rehabilitation, treatment, and counseling programs in the community shall also be distributed with the statement in #1 above.
4. A description of Federal, State, and Local offenses and penalties for the unlawful possession or distribution of illicit drugs and alcohol will also be distributed with the statement in #1 above.
5. Federal Trafficking Penalties of Illicit Drugs will also be distributed with the statement in #1 above.
6. Tips for Preventing Substance Abuse (example 22-6) will also be distributed with the statement in #1 above.

## Distribution of Material Annual Notice

A notice of all material listed above is directly distributed to new and prospective students. Current students receive the material annually prior to July 1. New Employees receive the notice upon hire and current employees receive the material annually prior to July 1.

## Biennial Review

The institution reviews its drug and alcohol abuse prevention program on a biennial basis and publishes the results of that review within the program material.

## APPENDIX A

### EMERGENCY RESPONSE GUIDE

**Emergency Services:** 9-1-1

**Irwin Fire Department:** 724-864-3104

**North Huntingdon EMS:** 724-864-2540

**Huntingdon Police:** 724-863-8800

**Westmoreland Hospital:** (724)832-4000

**FBI Pittsburgh:** (412)432-4000

**Revised: July 1, 2024**

## Introduction

United Career Institute is dedicated to supporting the welfare of its students, faculty, staff, and visitors. The Emergency Response Guide provides a set of guidelines to follow during disasters and emergencies that may occur on campus. This guide is designed to maximize protection of people and preservation of property, minimize danger, and assist the campus and community in responding appropriately to potential emergencies or threats. This guide is not all-inclusive.

## Responsibility

### ***Campus President***

The Campus President is assigned the responsibility for developing a program for school emergencies and to coordinate its various aspects. The Campus President shall develop procedures to handle emergencies specific to its building(s) and grounds.

### ***Faculty and Staff***

All instructors, front office manager, and Academic Dean should take all attendance books, master schedule, call off log with them to account for all students ensuring an appropriate head count. The librarian, admissions, financial aid, and placement should assist instructors in organizing students. No one is permitted to leave the safe zone until an ALL CLEAR is received from the proper authorities.

### ***Students***

Are to stay with their class group. No one is to leave the safe zone until given ALL CLEAR from the proper authorities.

### **Communication of Emergency Information and Instructions**

Emergency conditions occurring during business hours will require expeditious communication of instructions to faculty, staff, and students. Uncertainty and confusion should be prevented or minimized, and the protection of lives should be paramount over all else.

Instruments of communication will include but are not limited to text messaging, local radio/TV stations, email, voicemail, alarm systems, bullhorns, campus speaker systems, or by word of mouth depending upon the unique circumstances of the emergency. In the event of an actual emergency, the institution will provide up to date information as long as that information does not impede upon the effectiveness of the plan and risk the safety of any individual

## Building Safety Systems

**Alarms** – The fire alarm system is a stand alone system for the entire shopping plaza and is monitored by Simplex Grinnell . Evacuation is required anytime the fire alarm sounds. The fire alarm can also be activated by a manual pull station located by all 2-exits of the building. To activate pull down on the alarm pull handle.

**Fire Extinguishers** – Are located in the north and south hallways of the building.

**First Aid** – For minor injuries not requiring medical attention, notify any instructor or staff member. Medical supplies are housed within the medical labs.

## Safe Zones

### ***Shelter-in-Place Procedures***

Sheltering in place provides refuge for students, staff and the public inside the school building during an emergency. Shelters are located in areas of the building that maximize the safety of inhabitants.

**Sheltering in place is used when evacuation would put people at risk (i.e., tornado, environmental hazard, blocked evacuation route).**

**Shelter areas may change depending on the emergency.**

Identify safe areas in each school building.

- Campus President or Management Team Member announces that students and staff must go to shelter areas.
- Bring all persons inside building(s).
- Instructors take class rosters.
- Close all exterior doors and windows, if appropriate.
- Turn off ventilation leading outdoors, if appropriate.
- Instructors account for all students after arriving in shelter area.
- All persons remain in shelter areas until a Campus President, Management Team Member, or emergency responder declares that it is safe to leave.

If all evacuation routes are blocked:

- Stay in room and close door.
- Keep air as clean as possible.
- Seal door.
- Open or close windows as appropriate.
- Limit movement and talking in room.
- Communicate your situation to Campus President, Management Team Member, or emergency officials by whatever means possible.

### ***Evacuation\****

Exterior assembly areas, used when the building must be partially or completely evacuated, are located in parking lots or other open areas away from busy streets. We have designated assembly areas so that all involved will be safely out of emergency personnel's way. The far end of the student parking lot on the East side of the building will be the designated meeting place for students, faculty and staff.

*\*In the case of an active shooter, if evacuation is possible report to the designated safe area disclosed in internal training and orientations.*

### ***Severe Weather***

Students, faculty and staff will huddle in the hallways toward the center of the building away from doors and windows.

## What is an Emergency?

An emergency is an unplanned event or incident, which can cause death or significant injury to employees, students, visitors, or the public or that can shut down operations, cause physical or environmental damage, or create erroneous public information.

In order to respond to an emergency it is essential to establish emergency management; the process of preparing for, mitigating, responding to, and recovering from an emergency.



The purpose of this guide is to ensure that the campus:

- Prepares for and responds effectively to an emergency situation through the appropriate use of campus and community resources
- Provides a framework for enhancing the safety and security of its operations
- Mitigates the long-term effects of an emergency on its operations and mission

This Emergency Response Guide applies to all members of the campus. It is intended to cover, but is not limited to, the following emergency situations:

- Natural disasters/events – i.e. fires, floods, tornados
- Environmental disasters/events – i.e. chemical spills or leaks, explosions, power outages, pandemic disease outbreaks
- Criminal/terrorist acts – i.e. armed assailant, hostage taking, death
- Out-of-control behaviors -i.e. demonstrations, riots, psychiatric crisis/suicidal person

Employees of UCI are expected to be familiar with the procedures described in this guide and adhere to them during a crisis. Questions or concerns should be addressed to the campus director.

## Risk Assessment

United Career Institute plans for all emergencies that may affect all individuals including but not limited to: Students, Faculty, Staff, Visitors, and the General Public. To better plan and implement emergency procedures, UCI utilizes a risk assessment matrix when determining an appropriate course of action. This matrix evaluates the situation in the following manner:

1. Likelihood: Is an estimate of how probable it is for the hazard to cause harm.
2. Severity: Is how seriously a person could be harmed.

Risk Assessment Matrix				
	How likely is it to be that serious			
How Serious could the injury be?	Very Likely	Likely	Unlikely	Very Unlikely
Death or permanent injury	1	1	2	3
Long term Illness or injury	1	2	3	4
Medical Attention & Several Days off/school closed	2	3	4	5
First aid is needed	3	4	5	6
Severity – Is how seriously a person could be harmed.	Likelihood – Is an estimate of how probable it is for a hazard to cause harm.			
Legend				
1 and 2: High Risk; deal with the hazard immediately				
3 and 4: Moderate Risk; deal with the hazard as soon as possible				
5 and 6: Low Risk; deal with the hazard when able				

During an emergency, the emergency planning personnel will take immediate action to implement the appropriate procedures to manage the emergency. These procedures are meant to safeguard persons and property and to secure the facilities.

In the event of an emergency, the Campus President (or other emergency planning personnel when the Campus President is not available) will activate the emergency plan. At the conclusion of the emergency, the Campus President (or other emergency planning personnel when the Campus President is not available) will issue a statement declaring the emergency over, thus allowing the campus to return to normal operating procedures.

In the event of an actual emergency, the Campus President (or other emergency planning personnel when the Campus President is not available) will provide up to date information as long as that information does not impede upon the effectiveness of the plan and risk the safety of any individual. Instruments of communication will include but are not limited to: text messaging, local radio/TV stations, email, voicemail, alarm systems, bull horns, campus speaker systems, or by word of mouth (depending upon the unique circumstances of the emergency).

## Reporting an Emergency

As previously stated an emergency is any situation that requires immediate police, fire, or medical response to preserve life or property. Whenever possible always notify the front desk of any emergencies so that they may contact the appropriate authorities for a given circumstance. If the situation is life threatening, immediately call 9-1-1 from a cell phone and then alert campus administration of the situation. When reporting an emergency, be prepared to give the following information:

- Your name, location (United Career Institute 8957 Lincoln Highway, Suite 101-A Irwin, PA) and phone number (724-515-2440)
- Call from safe location, if possible. Remain calm. Speak clearly and slowly. Do not hang up the phone until the dispatcher tells you to.
- Location of the emergency; give clear and complete directions with street names, description of building, and area of building of the incident
- Type and severity of emergency
- Fire: type and size
- Medical: type of illness or injury, cause, and number of victims
- Crime: Type, description of suspects and direction of travel
- When incident occurred

## Active Shooter

UCI has adopted the Department of Homeland Security Guide for How to respond to an active shooter.

### ***Profile***

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims.

Active Shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10-15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

### ***How to Respond When an Active Shooter is in Your Vicinity***

Quickly determine the most reasonable way to protect your own life. Remember that students and visitors are likely to follow the lead of faculty and administrators during an active shooter situation.

1. Evacuate If there is a safe accessible escape path to get to the safe zone behind our building, attempt to evacuate the premises. (Remember that the school is located in an open area only evacuate if it is safe.) Be sure to:
  - Have an escape route plan in mind
  - Leave your belongings behind
  - Help others escape, if possible
  - Prevent individuals from entering an area where the active shooter may be

- Keep your hands visible
  - Follow the instructions of any police officers
  - Do not attempt to move wounded people
  - Call 911 when you are safe
2. Hide Out If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.

Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction
- Not trap or restrict your options for movement

To prevent an active shooter from entering your hiding place:

- Lock the door and cover door window if possible
- Blockade the door with heavy furniture
- Close the blinds
- In the classrooms get everyone in a corner away from doors and windows

If the active shooter is nearby:

- Lock the door
- Silence your cell phone and/or pager
- Turn off any source of noise
- Hide behind large items
- Remain quiet

If evacuation and hiding are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

3. Take action against the active shooter

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

### ***How to respond when law enforcement arrives***

Law enforcements purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

- Officers usually arrive in teams of four
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
- Officers may be armed with rifles shotguns, handguns
- Officers may use pepper spray or tear gas to control the situation
- Officers may shout commands, and may push individuals to the ground for safety

How to react when law enforcement arrives:

- Remain calm and follow officers' instructions

- Put down any items in your hands (i.e. bags, jackets, etc.)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as attempting to hold on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which the officers are entering the premises

Information to provide Law enforcement or 911 operators:

- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter(s)
- Number and type of weapon held by the shooter(s)
- Number of potential victims at the location

The first officers to arrive to the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave the safe location or assembly point until law enforcement authorities have instructed you to do so.

### ***Recognizing Potential Campus Violence***

An active shooter in your workplace may be a current or former employee or student, or an acquaintance of a current or former employee or student. Intuitive directors, faculty, and staff may notice characteristics of potentially violent behavior in a coworker or student. Alert the campus president if you believe an employee or student exhibits potentially violent behavior.

### ***Indicators of Potential Violence by an Employee or Student***

People typically do not just “snap,” but display indicators of potentially violent behavior over time. If these behaviors are recognized, they can often be managed and treated. Potentially violent behaviors by a coworker or student may include one or more of the following (this list of behaviors is not comprehensive, nor is it intended as a mechanism for diagnosing violent tendencies);

- Increased use of alcohol and/or illegal drugs
- Unexplained increase in absenteeism; vague physical complaints
- Noticeable decrease in attention to appearance and hygiene
- Depression/withdrawal
- Resistance and overreaction to changes in policy and procedures
- Repeated violations of campus policies
- Increased severe mood swings
- Noticeably unstable, emotional responses
- Explosive outbursts or anger or rage without provocation
- Suicidal; comments about “putting things in order”
- Behavior which is suspect of paranoia, (“everybody is against me”)
- Increasingly talks of problems at home
- Escalation of domestic problems into the workplace’ talk of severe financial problems
- Talk of previous incidents of violence
- Empathy with individuals committing violence

- Increase in unsolicited comments about firearms, other dangerous weapons and violent crimes

## Bomb Threat

[Download the procedures here.](#)

## Suspicious Mail

Between September and October 2001, several letters containing *Bacillus anthracis* were sent through the mail in several areas of the United States. As a result, CDC developed the following guidelines for recognizing and handling suspicious packages. Although there have been no recent mail-related anthrax exposures, all persons should take appropriate steps to protect themselves and others from exposure to *Bacillus anthracis* by following these guidelines for recognizing and handling suspicious packages. (CDC 2012)

### ***Identifying Suspicious Packages and Envelopes***

*Some characteristics of suspicious packages and envelopes include the following:*

#### **1. Inappropriate or unusual labeling**

- Excessive postage
- Handwritten or poorly typed addresses
- Misspellings of common words
- Strange return address or no return address
- Incorrect titles or title without a name
- Not addressed to a specific person
- Marked with restrictions, such as "Personal," "Confidential," or "Do not x-ray"
- Marked with any threatening language
- Postmarked from a city or state that does not match the return address

#### **2. Appearance**

- Powdery substance felt through or appearing on the package or envelope
- Oily stains, discolorations, or odor
- Lopsided or uneven envelope
- Excessive packaging material such as masking tape, string, etc.

#### **3. Other suspicious signs**

- Excessive weight
- Ticking sound
- Protruding wires or aluminum foil

**If a package or envelope appears suspicious, DO NOT OPEN IT.**

### ***Handling of Suspicious Packages or Envelopes***

- Do not shake or empty the contents of any suspicious package or envelope.
- Do not carry the package or envelope, show it to others or allow others to examine it.
- Put the package or envelope down on a stable surface; do not sniff, touch, taste, or look closely at it or at any contents which may have spilled.
- Alert others in the area about the suspicious package or envelope. Leave the area, close any doors, and take actions to prevent others from entering the area. If possible, shut off the ventilation system.
- WASH hands with soap and water to prevent spreading potentially infectious material to face or skin. Seek additional instructions for exposed or potentially exposed persons.
- Notify law enforcement immediately.

- If possible, create a list of persons who were in the room or area when this suspicious letter or package was recognized and a list of persons who also may have handled this package or letter. Give this list to both the local public health authorities and law enforcement officials.

## Fire, Smoke, Explosion

Fire is the most common and deadliest of emergencies. Understanding a few basic facts about fires and taking some simple, yet effective, precautions is essential to preventing and surviving a fire emergency. Fire spreads quickly. Within two minutes a fire can become life threatening. Get out immediately.

### ***Threats from Fire***

Fire produces many deadly effects in addition to flames. These include:

- Heat
- Smoke
- Poisonous gasses
- Structure collapse
- Oxygen depletion
- Explosion

### ***Fire Prevention and Preparation***

The following is a list of simple and effective precautions to prevent fires and, in the event of a fire, protect one's self, roommates, fellow employees, and property.

- Never tamper with installed smoke alarms
- Never leave cooking food unattended
- Identify escape routes and practice using them during university fire drills
- Avoid the accumulation of newspapers, magazines and other flammables
- Never use gasoline, benzene, naphtha, or similar flammable liquids indoors
- Inspect extension cords for frayed or exposed wires and loose plugs
- Make sure wiring does not run under rugs, over nails, or across high traffic areas
- Do not overload extension cords or outlets – use UL-approved power strips with built-in circuit breakers

### ***If you discover smoke or fire***

- If it is safe to do so, get everyone from immediate danger and close the door to the area to confine the smoke and fire.
- Pull the building fire alarm along your evacuation route.
- If the fire is small and you are properly trained, control the fire with available firefighting equipment.
- Before you go through a door to leave a room, feel the door with your hand. Do not open any door that feels hot.
- Do not return for personal belongings.
- If there is smoke, stay low.
- After you are out of danger, call 9-1-1.
- When you are outside, check in with your instructor so everyone can be accounted for.

### ***If you catch on fire***

- Do not run. **Stop, drop and roll** to put out the flames.
- If you are trapped, wedge wet towels or cloth along the bottom of doors to keep out smoke.
- Close as many doors as possible between you and the fire.
- Call 9-1-1 to report the fire and your location.
- If you are trapped and need fresh air break the window only as a last resort.

## ***Response to fire alarms***

- When an alarm sounds, leave the building immediately. Never assume it is a false alarm.
- Do not return for personal belongings.
- Help people who are unfamiliar with the building or people with disabilities escape the building.

## ***How to use a fire extinguisher***



## ***Explosions***

In the event of an explosion on campus; faculty, staff, and students will take the following actions:

- Immediately take cover under tables, desks and other objects which will give protection against falling glass and debris.
- After the effects of the explosion have subsided, call 9-1-1. Give your name, location, and nature of the emergency.
- Activate emergency alarm system to evacuate the building.
- When alarm is sounded faculty and staff will direct students to walk quickly to the nearest available exit and assisting disabled persons in exiting.
- Once outside move to the designated meeting site (see Appendix B: Evacuation Procedures).
- Keep roads and walkways clear for emergency vehicles and crews.
- If requested, assist emergency crews as necessary.
- Do not return to an evacuated building.

## **Biological Threat**

Biological agents are bacteria, virus, or toxins that can kill or incapacitate people, livestock, and crops.

### ***Delivery Methods***

- Aerosols -biological agents are dispersed into the air forming a fine mist that may drift for miles. Inhaling the agent may cause disease in humans and animals.
- Animals – insects and animals such as fleas, mice, flies, mosquitoes, and livestock spread some diseases.
- Food and water contamination – some pathogenic organisms and toxins may persist in food and water supplies. Most microbes are killed, and toxins deactivated, by cooking food and boiling water for three minutes.
- Person-to-person – a few infectious agents, such as smallpox, plague, and the Lassa viruses, can spread through human contact.

### ***Precautions for Known or Suspected Exposure***

- Move away from the agent quickly
- Remove and bag contaminated clothes and items
- Wash with soap and water
- Contact public health authorities
- Monitor local broadcast media for emergency information and instructions
- Seek medical attention if symptoms appear – public health instructions may include avoiding others or quarantine

Additional information on Biological Threats is available on the following websites:

The U.S. Department of Homeland Security at <https://www.dhs.gov>

The Centers for Disease Control and Prevention at <https://www.cdc.gov/>

## Chemical Threat

Chemical agents are poisonous vapors, aerosols, liquids, and solids that have a toxic effect on people, animals, and plants. Some chemical agents are colorless and odorless and the harmful effects they produce can be immediate (a few seconds to a few minutes) or delayed (2 to 48 hours). Signs of a chemical threat include people having difficulty breathing, experiencing eye irritation, losing coordination, becoming nauseated, or having a burning sensation in the nose, throat, and lungs. The presence of an unusually high number of dead insects or birds may indicate a chemical agent release.

### During a Chemical Threat

If possible, leave the affected area immediately in the direction upwind from the source. If leaving safely is not possible, find indoor shelter immediately and shelter-in-place. Do not leave the protection of the shelter to assist others outdoors. Once inside: If instructed to evacuate:

- Do so immediately.
- If available, monitor local broadcast radio for emergency information on:
  - Evacuation routes
  - Temporary shelters
  - Procedures to follow
- Follow the routes given by authorities – shortcuts and other routes may not be safe.
- Carpool with others to minimize traffic congestion.
- Assist those in need (children, elderly, disabled, persons without transportation).

If indoors, shelter-in-place If outside:

- Stay upwind, upstream, and uphill.
- Try to go at least one-half mile from the source.
- Avoid contact with spilled liquids, airborne mists, or condensed solid chemical deposits.
- Avoid inhaling gases, fumes, and smoke by covering the nose and mouth with cloth, if possible.
- Avoid contact with exposed individuals until the hazardous material has been identified and interpersonal contact is determined safe.

If in a motor vehicle:

- Stop and seek shelter indoors.
- If leaving the vehicle safely is not possible, close the windows and vents and keep the air conditioning and heater fan off.

### ***Precautions for Exposure***

Decontamination is necessary within minutes of exposure to minimize harmful health effects. A person experiencing the effects of exposure requires immediate professional medical attention. If professional assistance with decontamination is unavailable, self-decontamination is required. Self-decontamination guidelines are as follows:

- Use extreme caution when helping others who have been exposed to chemical agents.
- Remove all clothing and other items in contact with the body. Clothing that would normally be removed over the head should be cut off to avoid contact with the eyes, nose, and mouth. Put the contaminated clothing into a plastic bag and seal it.



- Remove eyeglasses or contact lenses and put glasses in a pan of household bleach to decontaminate them, then rinse and dry them.
- Flush the eyes with water.
- Gently wash the face and hair with soap and water then thoroughly rinse with water. Decontaminate other areas of the body that are likely to have been contaminated. Blot (do not swab or scrape) the skin with a cloth soaked in soapy water and rinse with water.
- Change into uncontaminated clothes. Clothing stored in drawers and closets are likely to be uncontaminated.
- Proceed immediately to a medical facility for screening and professional treatment.

Additional information on Chemical Threats is available on the following websites:

The U.S. Department of Homeland Security at <https://www.dhs.gov/>

The Centers for Disease Control and Prevention at <https://www.cdc.gov/>

## Medical and Mental Health Emergencies

This may include: serious injury or illness and serious mental health issues that may lead to suicide, assault, or homicide.

In the event of a serious medical condition:

- Stay with the individual and have another person seek assistance from the Nursing Director and to notify the front desk and Campus Director. The Nursing Director will assess the situation and call 9-1-1 if needed.
- Do not move the victim unless he or she is in danger.
- If you are trained to provide first aid, use pressure to stop bleeding and provide basic life support (CPR).
- Comfort the patient and assure him/her that medical assistance is on the way.
- Do not jeopardize your health or the health of the patient. Wait for professional help if you are not able to provide proper first aid safely.
- If you provide first aid, consider if immediate action is required to save a life and if you will put yourself in jeopardy if you do.
- Be aware of hazards associated with blood-borne pathogens. If you come in contact with suspected infectious material, wash the exposed area thoroughly with soap and water and seek medical attention.

## Violent Situations

Your actions may help calm a potentially violent situation, or they may escalate the problem. Try to behave in a manner that helps calm a situation:

- Stay calm, don't be in a hurry.
- Be empathetic. Show you are concerned.
- Try to have the other person and yourself sit down. Sitting is a less aggressive position.
- Try to be helpful.
- Give positive-outcome statements, such as "we can get this straightened out."
- Give positive feedback for continued talking, such as "I'm glad you're telling me how you feel,"
- Stay out of arms' reach.
- Have limited eye contact.
- Take notes.

### ***Avoid Exacerbating Behaviors***

- Do not patronize.
- Do not yell or argue.

- Do not joke or be sarcastic.
- Do not touch the person.

### ***Someone Becomes Agitated***

- Leave the scene immediately, if possible.
- Contact the front desk if possible to alert there is a problem using the agreed-upon codeword to indicate trouble.

## **Severe Weather**

Dangerous weather can include:

- Thunderstorms
- Lightning
- Tornadoes
- Winter storms

Stay alert to weather conditions and stay in place/seek shelter if threatening weather approaches.

### **Weather advisories**

- A **watch** means conditions are favorable for the development of severe weather. Monitor the situation closely if the weather deteriorates.
- A **warning** means severe weather has actually been observed and is imminent. Seek Shelter/Stay in Place immediately.

### **Severe weather tips**

- Have a good flashlight on hand.
- In a thunderstorm, a substantially constructed building offers the best protection.
- Stay away from telephones, electrical appliances and plumbing.
- If you hear thunder, you are close enough to the storm to be struck by lightning. Find safe shelter immediately.

### **Campus Delays or Closings**

In the event of a closing or delay, the College will notify students via the following mediums.

- Local TV and radio stations
- Post an Alert in the Learning Management System (LMS)
- Post on college social media channels (e.g. Facebook)

## **Lockdown Procedures**

One means of securing the school is to implement lockdown procedures. These procedures may be called for in the following instances:

1. Lockdown with warning – The threat is outside of the school building. The school may have been notified of a potential threat outside of the building.
2. Lockdown with intruder, shooter, or other internal threat – The threat/intruder is inside the building.

Lockdown with warning procedures

- Campus President or Management Team Member will order and announce “lockdown with warning” procedures. Repeat announcement several times. Be direct.
- Bring people inside.
- Lock exterior doors.
- Clear hallways, restrooms, and other rooms that cannot be secured.
- Pull shades. Keep students away from windows.
- Control all movement, but continue classes. Move on announcement only.
- Campus President or Management Team Member will announce “all clear.”

Lockdown with intruder procedures (these actions happen rapidly)

- Campus President or Management Team Member will order and announce “lockdown with intruder.” Repeat announcement several times. Be direct.
- Immediately direct all students, staff, and visitors into nearest classroom or secured space. Classes that are outside of the building SHOULD NOT enter the building. Move outside classes to primary evacuation site.
- Lock classroom doors.
- DO NOT lock exterior doors.
- Move people away from windows and doors. Turn off lights.
- DO NOT respond to anyone at the door until “all clear” is announced.
- Keep out of sight.
- Campus President or Management Team Member will announce “all clear.”

*Some other threats may override lockdown, i.e., confirmed fire, intruder in classroom, etc. Lockdown may be initiated in non-threatening circumstances to keep people away from areas where there may be a medical emergency or disturbance.*

## Shelter-In-Place-Procedures

Sheltering in place provides refuge for students, staff and the public inside the school building during an emergency. Shelters are located in areas of the building that maximize the safety of inhabitants.

**Sheltering in place is used when evacuation would put people at risk (i.e., tornado, environmental hazard, blocked evacuation route).**

**Shelter areas may change depending on the emergency.**

- Identify safe areas in each school building.
- Campus President or Management Team Member announces that students and staff must go to shelter areas.
- Bring all persons inside building(s).
- Instructors take class rosters.
- Close all exterior doors and windows, if appropriate.
- Turn off ventilation leading outdoors, if appropriate.
- Instructors account for all students after arriving in shelter area.
- All persons remain in shelter areas until a Campus President, Management Team Member, or emergency responder declares that it is safe to leave.

If all evacuation routes are blocked:

- Stay in room and close door.
- Keep air as clean as possible.
- Seal door.

- Open or close windows as appropriate.
- Limit movement and talking in room.
- Communicate your situation to Campus President, Management Team Member, or emergency officials by whatever means possible.

## Communication of Emergency Information and Instructions

Emergency conditions occurring during business hours will require expeditious communication of instructions to faculty, staff, and students. Uncertainty and confusion should be prevented or minimized, and the protection of lives should be paramount over all else.

Instruments of communication will include but are not limited to: text messaging, local radio/TV stations, email, voicemail, alarm systems, bull horns, campus speaker systems, or by word of mouth depending upon the unique circumstances of the emergency. In the event of an actual emergency, the institution will provide up to date information as long as that information does not impede upon the effectiveness of the plan and risk the safety of any individual.

## Instructional Continuity Plan

The institution implements strategies to ensure students' coursework is not interrupted during an emergency or catastrophic event. The plan could include transitioning to online instruction through the learning management system, Zoom, Google Classroom, etc. Faculty will monitor student progress and offer instruction through these modalities until classes resume as normal.

## Media Procedures

**All staff should refer media contacts to the Campus President.**

- The Campus President serves as media spokesperson unless he/she designates a spokesperson. If spokesperson is unavailable, an alternate assumes responsibilities.

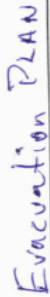
### Media checklist:

- Campus President or Management Team Member relays all factual information to superintendent and public information person.
- Establish a media information center away from the affected area. Consider:
  - Media need timely and accurate information. However, protect the privacy of staff and students when necessary and justified.
  - Media will want to be close enough to shoot video footage and photographs, but they should not be allowed to hinder responders.
- Before holding a news conference, brief the participants and coordinate information.
  - Determine the message you want to convey. Emphasize the safety of students and staff.
  - Engage media to help distribute important public information. Explain how the emergency is being handled.
  - Respect privacy of victims and families of victims. Do not release names to media.
- Update media regularly. DO NOT say "No comment." Ask other agencies to assist with media.
- Maintain log of all telephone inquiries for future use.

## Training

All students, faculty, and staff will be provided a direct notice explaining the content of this plan and where it can be retrieved at [www.unitedcareer.edu](http://www.unitedcareer.edu) under the Consumer Information link. A student or staff member can request a hard copy of the plan from the Financial Aid Office. This plan is Appendix A of the Campus Security Report.

## Appendix B: Evacuation Plan



# Bomb Threat Procedures

## Critical information:

- Schools are responsible for assessing bomb threats to determine credibility.
- All bomb threats must be taken seriously until they are assessed.
- The decision whether or not to evacuate rests with the **institution**, not the responding agencies, unless a device is located.

## Procedures upon receiving a bomb threat:

### By phone call:

- **Remain calm.**
- **Do not hang up. Keep the caller on the line as long as possible and listen carefully.**

### Ask the following questions:

- Where is the bomb/chemical or other hazard?
- When will it explode/be activated?
- What does it look like?
- What kind of bomb/hazard is it?
- What will cause it to explode/activate?
- What is your name?
- Did YOU place the bomb/hazard? WHY?
- Where are you?

Exact wording of the threat:

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If voice is familiar, who did it sound like? \_\_\_\_\_

Male	Female	Adult	Juvenile	Age:
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Caller ID information: \_\_\_\_\_

Call origin. Circle One:

Local	Long Distance	Internal	Cell phone
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Caller's voice. (Note pattern of speech, type of voice, tone) Circle all that apply:

Calm	Excited	Loud	Soft	Deep	Nasal
Raspy	Distinct	Slurred	Normal	Crying	Laughter
Slow	Rapid	Disguised	Accent	Lisp	Stutter
Drunken	Familiar	Incoherent	Deep breathing		

Background sounds. Circle all that apply:

Voices	Airplanes	Street noises	Trains	Quiet
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Clear	Static	Animals	Party	Vehicles
Horns	House noises	PA system	Music	Factory machines
Motor	Phone booth	Other:		

**Threat language. Circle all that apply:**

Well-spoken (educated)	Foul	Taped	Incoherent	Irrational	Message read from script
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Did the caller indicate knowledge of the building? Give specifics:

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Person receiving call: \_\_\_\_\_

Phone number where call received: \_\_\_\_\_

**LEAVE YOUR PHONE OFF THE HOOK. DO NOT HANG UP AFTER THE CALLER HANGS UP.**

**By written note:**

- Preserve evidence.
- Place note in plastic bag, if available.
- Photograph words written on walls.
- Notify College President or Management Team Member.
- Notify law enforcement.
- The College President or Management Team Member orders evacuation or other actions according to threat assessment and school policy.

***Caution: Overreacting may encourage additional threats.***

**Scanning process considerations:**

- Scan classrooms and common areas for suspicious items. Scans should be made by people who are familiar with the building. Assign staff to certain areas of the building. Keep in mind that a bomb could be placed *anywhere* on school property — inside or outside.
- Any suspicious devices, packages, etc., should be pointed out to emergency responders. **Do not touch.**
- Once a device is located, emergency responders take responsibility for it.

**Evacuation considerations:**

- If a decision is made to evacuate, an announcement will be made. **Do not use cell phones, radios or fire alarm system** because of risk of activating a device.
- While notification is being made, other staff should survey the grounds to clear exits and areas where students and staff will be going. Exit routes should be altered accordingly if the location of the device is known.
- When evacuating, leave everything as-is. Leave room doors either unlocked or open. Instructors take class roster.

***Bomb squads generally will not search a building unless a suspicious package has been located.***

# Campus Crime Statistics-United Career Institute

Name of Institution:	United Career Institute					
Address:	8957 Lincoln Highway Suite 101-A Irwin, PA 15642			Phone: 724-515-2440		
Name of Person Preparing Report:	Samantha Esposito			Title: College President		
Report Date: 06/30/2024	NUMBER OF CRIMES REPORTED					
	ON-CAMPUS			PUBLIC PROPERTY BORDERING CAMPUS		
CRIME	2021	2022	2023	2021	2022	2023
Murder/Non-negligent manslaughter	0	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Fondling	0	0	0	0	0	0
Incest	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0
Robbery	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0
Burglary	0	0	0	0	0	0
Motor Vehicle Theft (Don't include theft from a motor vehicle)	0	0	0	0	0	0
Arson	0	0	0	0	0	0
HATE CRIMES	2021	2022	2023	2021	2022	2023
Murder/Non-negligent manslaughter	0	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0	0
Rape	0	0	0	0	0	0
Fondling	0	0	0	0	0	0
Incest	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0
Robbery	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0
Burglary	0	0	0	0	0	0
Motor Vehicle Theft (Don't include theft from a motor vehicle)	0	0	0	0	0	0
Arson	0	0	0	0	0	0
Larceny/Theft	0	0	0	0	0	0
Simple Assault	0	0	0	0	0	0
Intimidation	0	0	0	0	0	0
Destruction/Damage/ Vandalism of Property	0	0	0	0	0	0
ARRESTS	2021	2022	2023	2021	2022	2023
Weapons: Carrying, Possessing, etc.	0	0	0	0	0	0
Drug Abuse Violations	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0
DISCIPLINARY ACTIONS	2021	2022	2023	2021	2022	2023



Name of Institution:	United Career Institute					
Weapons, Carrying, Possessing, etc.	0	0	0	0	0	0
Drug Abuse Violations	0	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0	0
<b>VAWA CRIMES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Domestic Violence	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0
Stalking	0	0	0	0	0	0

## Catastrophic Event

Should the institution experience a catastrophic event, which could include, but not necessarily be limited to, a natural disaster, fire, school closure, pandemic, etc, that affects the normal operating procedures of the institution, the following policies and procedures would apply.

- All affected parties should continue to monitor the Institution's website for up-to-date information.
- The Campus President will act as the Institution's catastrophic events point of contact. It is recommended that initial contact by all affected parties be made to the Campus President. Contact information will be posted on the Institution's website.
- Request for student records can be made through the Institution's website. In the event of school closure, request for student records can be made through the Institution's state licensing body listed in the school catalog which maintains a central repository for closed school student records.
- Request for transfer assistance can be made to the Campus President or the institution's state licensing body and/or accrediting agency listed in the school catalog.
- Students who have not completed their program prior to the catastrophic event may be eligible for funds to facilitate transfer to another program or as compensation for services not received. Inquiries into the qualification and availability of these funds may be made to the state's licensing body listed in the school catalog.

## Dispute Resolution

### Title IX: Policies and Procedures

#### I. STATEMENT OF NON-DISCRIMINATION-POLICY

United Career Institute (The institution) does not discriminate on the basis of sex in the education programs or activities that it operates, and it is required by Title IX of the Education Act and the Regulations of the Department of Education (34 C.F.R. § 106, et. seq.) not to discriminate in such a manner. The requirement not to discriminate in the institution's education programs or activities extends to admission to the institution and employment opportunities with the institution. In addition to federal law, the State of Pennsylvania requires all postsecondary institutions located within the Commonwealth to adopt a clear, understandable written policy on sexual harassment and sexual violence that informs victims of their rights under federal and state law, including the crime victim's bill of rights.

Pursuant to this policy and the procedures stated in this policy, the institution must respond to alleged incidents of sex discrimination and sex-based harassment, as defined below, that occurred in the institution's education program or activity.

## II. TITLE IX COORDINATOR

Inquiries about the application of Title IX Regulations of the Department of Education may be referred to the institution's Title IX Coordinator or the Assistant Secretary of the Department of Education, or both. The institution's Title IX Coordinator can be contacted at:

United Career Institute  
Attn: Ashley Marra, Assistant Legal Counsel  
3280 University Ave., Suite 6  
Morgantown, WV 26505  
304-449-4813  
[ashley.marra@wvjc.edu](mailto:ashley.marra@wvjc.edu)

As an alternative to the above Title IX Coordinator, the following individual has also been trained as a Title IX Coordinator and can be contacted at:

Samantha Esposito, President  
148 Willey Street  
Morgantown, WV 26505  
(304) 296-8282  
[sesposito@wvjc.edu](mailto:sesposito@wvjc.edu)

The Assistant Secretary of the Department of Education can be contacted at:

U.S. Department of Education  
Assistant Secretary for Civil Rights  
Kenneth L. Marcus  
400 Maryland Avenue, SW  
Washington, D.C. 20202-1101  
1-800-421-3481  
[OCR@ed.gov](mailto:OCR@ed.gov)

## III. DEFINITIONS

- a. **Business Days** means Monday through Friday, except for federal or state holidays and any day in which the institution is closed due to inclement weather, emergency, or scheduled breaks in the school's academic calendar.
- b. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment, as defined above.
- c. **Consent** means a voluntary positive agreement between the participants to engage in specific sexual activity.
- d. **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 relationship.
  - The frequency of interaction between the persons involved in the relationship
- e. **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 victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- f. **Formal Complaint** means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the recipient investigate the allegations of sexual harassment.
- g. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, as defined above.
- h. **Retaliation** means intimidation, threats, coercion, or discrimination against any person by the recipient, a student, or an employee or other person authorized by the recipient to provide aid, benefit, or service under the recipient's education program or activity for the purpose of interfering with any right or privilege secured by Title IX or [the regulations], or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing.
- i. **Sexual Assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent.
- j. **Sex-Based Harassment** means conduct on the basis of sex that satisfies one or more of the following:
  - 1. An employee, agents, or other persons of the institution conditioning the provision of aid, benefit, or service of the institution on an individual's participation in unwelcome sexual conduct;
  - 2. Unwelcome conduct determined by a reasonable person to be so severe or pervasive that, based on the totality of the circumstances and evaluated subjectively and objectively, denies or limits a person's ability to participate in or benefit from the recipient's education program or activity.
  - 3. Meets the definition of sexual assault, domestic violence, dating violence, or stalking.
- k. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
  - 1. Fear for his or her safety or the safety of others; or
  - 2. Suffer substantial emotional distress.
- l. **Supportive Measures** means 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 the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work location, leaves of absence, increased security, and monitoring of certain areas of the campus, and other similar measures. Supportive measures are available to the Complainant and Respondent regardless of whether the Complainant files a formal complaint.

#### IV. REPORTING AN ALLEGATION

**Title IX Coordinator** – Any individual – student, employee, or third party – may make a report concerning sexual harassment or sex discrimination whether or not they are the victim of that behavior. Individuals are encouraged to report sexual harassment and sex discrimination as soon as possible to allow the institution to respond promptly and effectively. **Reports will be directed to the Title IX Coordinator. In cases where the allegation is against the Title IX Coordinator, the report may be made to the Campus President. Only the campus Title IX Coordinator and the Campus President has authority to issue corrective measures for an incident of sexual harassment or sex discrimination.** The Title IX Coordinator at the institution is:

United Career Institute  
Attn: Ashley Marra, Assistant Legal Counsel  
3280 University Ave., Suite 6

Morgantown, WV 26505  
304-449-4813  
[ashley.marra@wvjc.edu](mailto:ashley.marra@wvjc.edu)

As an alternative to the above Title IX Coordinator, the following individual has also been trained as a Title IX Coordinator and can be contacted at:

Samantha Esposito, President  
148 Willey Street  
Morgantown, WV 26505  
(304) 296-8282  
[sesposito@wvjc.edu](mailto:sesposito@wvjc.edu)

The institution has designated the Title IX Coordinator to oversee the intake of complaints of sexual harassment and sex discrimination at the institution. An individual who has experienced the alleged misconduct has the right to choose whether or not to report the incident to the institution's Title IX Coordinator. The Title IX Coordinator is trained to assist these individuals and can provide information about resources and services available to students and employees, both on and off-campus, including the availability of supportive measures.

**Online/Anonymous Reporting** – A report of alleged sexual harassment may be made through the institution's online reporting system. If this is the option desired, please scroll to the bottom of this document to access the online report form entitled United Career Institute Online Dispute Resolution Form. This report will be delivered to the Title IX Coordinator. A report can be made anonymously; however, the ability to address the report will be significantly limited.

**Confidentiality** – The Title IX Coordinator is not a confidential source of support. While he or she will address your complaint with sensitivity and will keep your information as private as possible, confidentiality cannot be guaranteed. The Title IX Coordinator will treat as confidential all information related to the provision of supportive measures, to the extent that such confidentiality does not interfere with the ability of the institution to provide the supportive measures. (See Section X for a complete description of the confidentiality policy)

**Report vs. Formal Complaint** – Making a **report** is different from filing a **formal complaint**. A report is defined as notification of an incident of misconduct to the Title IX Coordinator. A report may be accompanied by a request for (1) supportive or interim measures; (2) no further action; (3) the initiation of the formal complaint process; and/or (4) a request to initiate an informal resolution process. Filing a formal complaint initiates the institution's formal Title IX grievance process.

**Criminal Complaint/Civil Actions** – A person who has experienced sexual harassment, as defined in Section II, above, or a person who witnesses sexual harassment, has the right to simultaneously file a complaint with the institution and to pursue a criminal complaint with law enforcement. Victims and witnesses of sexual harassment have the right to be assisted by the institution in notifying law enforcement authorities of sexual harassment or they can decline to notify such authorities. The institution may, however, have a statutory reporting obligation when it becomes aware of certain factual allegations. Parties may also have options to file civil actions in court or with administrative agencies.

**How to Make a Report** – If a student, employee or third party wishes to report an allegation of sexual harassment or sex discrimination, he or she should submit any relevant information to the Title IX Coordinator in person, via email, via regular mail or by phone.

The Title IX Coordinator will try to defer to the Complainant's wishes whether to file a formal complaint. However, if the Title IX Coordinator determines that pursuing an investigation into the allegations is necessary for the safety of the community or other reasons, he or she may initiate a formal complaint, which will invoke the grievance process notwithstanding the Complainant's decision not to pursue a formal complaint.

## V. HOW TO FILE A FORMAL COMPLAINT

To file a formal complaint, the Complainant must submit, in writing, allegations of sexual harassment or sex discrimination against a Respondent and must request that the institution investigate the allegations. Only the Complainant or Title IX Coordinator may file a formal complaint. Any person wishing to make a formal complaint must submit it to the Title IX Coordinator in person, via email, via regular mail, or by phone at:

United Career Institute  
Attn: Ashley Marra, Assistant Legal Counsel  
3280 University Ave., Suite 6  
Morgantown, WV 26505  
304-449-4813  
[ashley.marra@wvc.edu](mailto:ashley.marra@wvc.edu)

As an alternative to the above Title IX Coordinator, the following individual has also been trained as a Title IX Coordinator and can be contacted at:

Samantha Esposito, President  
148 Willey Street  
Morgantown, WV 26505  
(304) 296-8282  
[sesposito@wvc.edu](mailto:sesposito@wvc.edu)

**Formal Complaint vs. Report** – Filing a formal complaint initiates the institution's grievance process. Making a report is different from filing a formal complaint. A report can lead to the filing of a formal complaint.

## VI. INSTITUTION'S RESPONSE TO ACTUAL KNOWLEDGE OF SEXUAL HARASSMENT OR SEX DISCRIMINATION

**Supportive Measures** – Upon receiving a report, a formal complaint or notice of allegations of sexual harassment or sex discrimination in an educational program or activity, the Title IX Coordinator will promptly respond to the Complainant/Alleged Victim to discuss the availability of supportive measures, consider his/her wishes with respect to the supportive measures and explain the process for filing a formal complaint.

The institution will 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 the institution to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

**Preliminary Inquiry/Actions** –The Title IX Coordinator, in consultation with others as necessary, will conduct an initial assessment of the conduct, the reporting party's desired course of action, and interim measures to protect the safety of the Complainant or the community. The goal is to prevent any hostile educational or workplace environment from developing at the institution. If a report made to the Title IX Coordinator involves a serious or immediate threat to the campus community, the institution will issue a timely notification to the community to protect the health or safety of the community. The timely notification will not include any identifying information about the Complainant.

If a Complainant chooses to pursue a formal complaint, the institution must follow the grievance process outlined below, unless the Title IX Coordinator determines, after this preliminary inquiry, that the alleged conduct, even if proven, would not rise to the level of conduct prohibited by this policy for one of three reasons:

1. The alleged conduct did not occur in the scope of the institution's education program or activity, or
2. The alleged conduct does not meet this policy's definition of sexual harassment or sex discrimination

**Scope of Education Programs or Activities** – For the purposes of the Title IX Coordinator's determination under Section VI of this policy statement, the scope of the institution's education program or activity includes locations, events, or circumstances over which the institution has exercised substantial control over both the Respondent and the context in which the conduct occurs, and shall also include any building owned or controlled by a student organization that is officially recognized by the institution.

**Dismissal of Formal Complaint** – If the Title IX Coordinator makes a determination after this preliminary inquiry, that the alleged conduct, even if proven, would not rise to the level of conduct prohibited by this policy, the formal complaint will be dismissed, and the Complainant will be provided written notification of that decision, which will include the reasons for the dismissal. A determination that the alleged conduct does not warrant initiating the grievance process does not preclude the institution from taking action to address any prohibited conduct/actions under another provision of its Code of Conduct.

If the Complainant or Respondent is an employee of the institution or one of its affiliates, the Title IX Coordinator will notify the institution's General Counsel who is responsible for overseeing the institution's compliance with Title VII of the Civil Rights Act of 1964.

## VII. INTERIM REMOVAL OF A RESPONDENT FROM EDUCATION PROGRAM OR ACTIVITY

The Title IX Coordinator may remove a Respondent from his or her educational program or activity if the Title IX Coordinator determines that an immediate threat to the physical health or safety of any student or other individual arising from allegations of sexual harassment justifies removal.

If the Title IX Coordinator determines that the alleged conduct justifies removal, he or she will provide the Respondent with notice of the removal to the Respondent's institution's email address and the Respondent must immediately leave all campus activities and may not return at any time pending the resolution of the complaint. Within three (3) Business Days after the Title IX Coordinator sends notice, Respondent may challenge the removal decision by providing a written explanation of why the sexual harassment allegations do not justify removal. The Title IX Coordinator will notify the Respondent within three (3) Business Days whether the challenge is successful and whether any alternative interim measures are warranted. A Respondent who has been removed from his/her programs or activities as an interim measure may not attend any institution activity or program while his/ her challenge to removal is pending.

The Title IX Coordinator may also place a non-student employee Respondent on administrative leave during the pendency of a grievance process.

## VIII. INFORMAL RESOLUTION

As an alternative to completing the institution's formal Title IX grievance process, the Complainant and Respondent may agree to resolve the complaint through an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. Informal resolution is not available to resolve allegations that the institution's employee sexually harassed a student.

Participation in an informal resolution process is entirely voluntary, and requires written consent from all parties, including the institution. The institution will not require a Complainant or Respondent to participate in informal resolution. However, once the parties and the institution agree to informal resolution, the institution will suspend its obligation to pursue the grievance process except to the extent necessary to facilitate the informal resolution process as agreed to by the parties and the institution.

At any time prior to the parties reaching an agreement on the resolution of the allegations, any party may withdraw from the informal resolution process and initiate or resume the grievance process.

If the parties and the institution agree to an informal resolution process, the Title IX Coordinator will provide the parties with a written notice disclosing (1) the allegations; (2) the requirements and procedures of the informal resolution process; (3) the circumstances under which the parties will be precluded from resuming a formal complaint arising from the same allegations; (4) notice that at any time prior to the parties' agreeable resolution of the allegations, any party has the right to withdraw from the informal resolution process and initiate or resume the grievance process; and (5) the records that will be maintained or could be shared during and after the informal resolution process.

In the event that the parties reach a mutually agreeable resolution of the complaint through the informal resolution process, the Title IX Coordinator will close and dismiss the Complaint.

## IX. RETALIATION

The institution, any student, employee, or other party involved in the alleged incident is prohibited from intimidating, threatening, coercing, discriminating, or retaliating in any way against any individual for the purpose of interfering with any right or privilege secured by Title IX or the Regulations of the Department of Education (34 C.F.R. § 106, et. seq.), or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any aspect of the grievance process.

Furthermore, no Complainant or witness who reports the incident in good faith will be sanctioned by the institution for admitting in the report to a violation of the institution's student conduct policy on the personal use of drugs or alcohol.

Complaints alleging retaliation may be submitted to the Title IX Coordinator in the same manner as a report of sexual harassment. Or, if the allegations of retaliation are against the Title IX Coordinator, the complaint should be directed to Campus President.

## X. CONFIDENTIALITY

The institution understands that those involved in the reporting and grievance process, including the parties, witnesses, and individuals who have made reports or complaints, have privacy rights, including rights governed under the Family Education Rights and Privacy Act. The institution will not disclose information relating to the reporting of the alleged conduct and the grievance process unless it's pursuant to a lawful purpose, such as:

1. Where information is necessary to give fair notice of the allegations and to conduct the investigation, hearing, and appeal;
2. Where other institution officials have a need to know of the information in performing the institution's business;
3. Where the institution determines the information should be shared with law enforcement;
4. Where sharing information will reduce the risk of an immediate threat to the health and safety of others;
5. Where sharing information is necessary for the institution to comply with requests from government agencies and accreditors who review the institution's compliance with federal law, state law, and accreditation requirements;
6. As necessary to respond to a lawfully issued subpoena or legal request for information;

7. Where disclosure of the information is otherwise permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99.

## XI. CONFLICTS OF INTEREST

No investigator or hearing decision-maker will make findings or determinations in a case in which they have a conflict of interest or bias. A party wishing to raise the issue of a potential conflict of interest or bias must notify the Title IX Coordinator of the bias or conflict of interest within two (2) Business Days of being advised of the identity of the investigator or decision-maker. The Title IX Coordinator will determine whether a conflict of interest exists. If a party believes that the Title IX Coordinator has a bias or conflict of interest, the party must notify the Campus President, who will determine whether a conflict of interest or bias exists.

## XII. GRIEVANCE PROCESS

Once the Title IX Coordinator determines that allegations in a formal complaint could, if proven, constitute sexual harassment or sex discrimination, the institution will initiate its Title IX grievance process. The Title IX grievance process is designed to fairly investigate the allegations to determine responsibility for any alleged violations and provide remedies designed to restore or preserve equal access to the institution's education programs and activities. The institution's Title IX grievance process will:

1. Treat Complainants and Respondents equitably;
2. Require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness;
3. Presume that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

**Timeline for Resolution** –The institution will resolve all cases in a prompt and timely manner, however, the timeline will vary based on the circumstances of the case, including scheduled and unscheduled breaks in the academic calendar, availability of the parties and witnesses, scope of the investigation, need for interim actions, and unforeseen or exigent circumstances. The parties will be periodically updated on the status of their case.

Stated timing requirements in this policy will be strictly enforced. Requests for extension are disfavored and will not be granted absent a showing of extraordinary circumstances. However, if a party believes circumstances require an extension of deadlines, he or she must notify the Title IX Coordinator before the passing of the deadline, in writing, explaining why the deadline must be extended. The Title IX Coordinator will decide whether the deadline should be extended. If a deadline is extended, it will be extended for all parties.

**Responsibility to Check Email** –Throughout the Title IX grievance process, the institution will send important notices and information to the parties' institution email accounts. It is each party's responsibility to frequently check his or her institution email account. Important deadlines are based on when the institution sends certain notices and/or information to a party's email account, and a party's failure to check his or her email is not a valid excuse for a missed deadline.

If a party is unable to access his or her institution email account, he or she must immediately notify the Title IX Coordinator to arrange for an alternate method of receiving notices and information. Unless and until the Title IX Coordinator receives such notice, a party will be deemed to have received all emails and attachments on the day they were sent.

**Standard of Proof** –The institution uses the preponderance of the evidence standard (more likely than not) in investigations of complaints of sexual harassment. This means that the investigation and hearing determine whether it is more likely than not that a violation of the policy occurred.



**Role of Advisors** –All parties may have an advisor of their choice to accompany them through the grievance process. A party's advisor may be, but is not required to be, an attorney. A party may have his or her advisor present at any meeting, interview, or other appearance the party is entitled to attend.

Advisors are expected to refrain from interfering in the investigation and resolution of a formal complaint and are required to act ethically, with integrity, and in good faith throughout the grievance process. If the Title IX Coordinator, an investigator, hearing decision-maker, or other campus official determines that an advisor is acting in a manner intended to improperly disrupt or interfere with the grievance process, the advisor will receive a warning. Any subsequent attempt to disrupt or interfere with the grievance process will result in the advisor's immediate removal from the proceedings, and he or she will be barred from further participation in the Title IX grievance process. Unless the Title IX Coordinator, investigator, decision-maker, or other campus official determines that an advisor's misconduct is part of a party's deliberate attempt to disrupt or delay the grievance process, the proceedings will be suspended to allow a party to replace his or her advisor.

Each party must have an advisor present at the hearing. As discussed in the Hearing Procedures, below, only advisors may ask a party or witness questions at a hearing. In advance of the hearing, a party may request that the institution provide him or her with an advisor of the institution's choosing. Absent a showing of bias or a conflict of interest, a party has no right to object to an advisor provided by the institution.

**Consolidation of Formal Complaints** – The institution 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. Where the grievance process involves more than one Complainant or more than one Respondent, references in this policy to "party," "Complainant," or Respondent" include the plural, as applicable.

**Notice of Formal Complaint** –Once a Title IX Coordinator determines that a formal complaint alleges a potential violation of this policy, the parties will receive notice that a formal complaint has been filed and that the institution has initiated its grievance process. The notice will include:

1. The identities of the parties involved in the incident, if known;
2. The conduct allegedly constituting sexual harassment, as defined in this policy, if known;
3. The date and location of the incident, if known;
4. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
5. An explanation of the parties' right to have an advisor present throughout the grievance process; and
6. An explanation of the institution's prohibition against knowingly making false statements or knowingly submitting false information during the grievance process.

**Investigation** –After notifying the parties of the formal complaint and the initiation of the grievance process, the institution will appoint one or more trained investigators to interview the parties and gather evidence as necessary. Investigators will have received training on the following:

1. The definition of sexual harassment, as defined in this policy;
2. The scope of the institution's education programs and activities;
3. How to conduct an investigation pursuant to this policy;
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
5. Issues of relevance to create an investigative report that fairly summarizes the relevant evidence.

During the investigation, the parties will have an equal opportunity to present witnesses, including expert witnesses, and other inculpatory and exculpatory evidence.

When a party's participation in the investigation is invited or expected, the institution or the investigator will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings. The written notice will be given at least three (3) Business Days in advance of the party's expected participation. Pursuant to the limits on the role of advisors, discussed above, each party will be entitled to have an advisor of his or her choosing present at any meeting or interview to which the party is invited or expected to attend.

Neither the investigator nor the institution may access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to that party, unless the institution or the investigator obtains that party's voluntary, written consent to do so. If the party is under 18 years old, written consent must be given by the party's parent or guardian.

The institution or the investigator may modify the list of allegations based on additional information learned during investigation. In that event, the parties will receive prior notice of the new allegations prior to any investigation of the new allegations.

Prior to the conclusion of the investigation, the institution will provide the parties and their advisors the opportunity to inspect and review any evidence obtained during the investigation that is directly related to the allegations in the formal complaint. The parties will then have ten (10) Business Days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completing his or her investigative report.

At the conclusion of the investigation, the investigator will prepare an investigative report that fairly summarizes relevant evidence. The report will be simultaneously provided to all parties and their advisors at least ten (10) Business Days prior to the hearing, if a hearing is required. The parties may submit a written response to the investigative report for consideration by the hearing decision-maker. However, a response to the investigative report must be received by the Title IX Coordinator no later than five (5) Business Days before the hearing. Responses received after that deadline will not be considered by the hearing decision-maker. The Title IX Coordinator will simultaneously provide all submitted written responses to the parties at least three (3) Business Days before the hearing.

**Dismissal of a Formal Complaint** – If at any time during the investigation, the institution determines that any conduct alleged in the formal complaint (1) would not constitute sexual harassment, as defined in this policy, even if proved, (2) did not occur in the institution's education program or activity, or (3) did not occur against a person in the United States, the institution must dismiss the formal complaint with regard to that conduct. If other conduct is alleged in the formal complaint, the grievance process will continue with regard to those allegations only.

The institution may also dismiss the formal complaint, or any allegations in the formal complaint, if at any time during the investigation or hearing (1) the Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations in the formal complaint; (2) the Respondent is no longer enrolled at, or employed by, the institution; or (3) specific circumstances prevent the institution or the investigator from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

If the institution dismisses a formal complaint, or any allegations in a formal complaint, it will promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties.

**Live Hearing – Decision-Maker:**

Following the conclusion of the investigation and the parties' opportunity to review the investigative report, the institution's grievance process provides for a live hearing. The hearing will be conducted by a decision-maker, who will have received training on the following:

1. The definition of sexual harassment, as defined in this policy;
2. The scope of the institution's education programs and activities;
3. How to conduct live hearings pursuant to this policy;
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
5. 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; and
6. Any technology to be used at the live hearing.

The institution will be responsible for appointing the decision-maker for the hearing, who may or may not be an employee of the institution. The decision-maker will be free of any conflicts of interest, pursuant to the conflict of interest requirements of this policy. The identity of the decision-maker will be provided to the parties at least ten (10) Business Days prior to the hearing. If any party believes that the decision-maker is subject to bias or a conflict of interest, he or she must submit a written objection to the Title IX Coordinator within two (2) Business Days of notification of the identity of the decision-maker, stating the basis for the objection. If the Title IX Coordinator determines that the decision-maker is subject to bias or a conflict of interest that justifies removal of the decision-maker, the Title IX Coordinator will name a new decision-maker. In that event, the hearing may be rescheduled to allow for a reasonable time to ensure proper training and an opportunity for the parties to object to the new decision-maker on the grounds of bias or conflict of interest, pursuant to the requirements above.

#### **Live Hearing – Time and Location:**

The hearing will be conducted at a location within a reasonable distance of the institution campus. The Title IX Coordinator will notify the parties of the time and location of the hearing at least ten (10) Business Days prior to the hearing. Parties and their advisors are expected to adjust their schedules to attend the hearing. Hearings will not be rescheduled absent emergencies or extraordinary circumstances.

Either party may request that the hearing be conducted with parties located in separate rooms with technology enabling the decision-maker and parties to simultaneously see and hear the party or the witness answering questions.

The institution may also, at its discretion, allow any or all parties, witnesses, or other participants appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other.

#### **Live Hearing – Hearing Procedure:**

**Advisor** –Each party must have his or her own advisor present at the hearing. The role of the advisor is to ask relevant questions of the other party and other witnesses as described below. Advisors may counsel the party they represent during the hearing, however, advisors may not make opening or closing statements on behalf of their represented party or raise or make objections on the record. Failure to comply with these requirements may be deemed by the hearing officer as interference with the orderly conduct of the hearing and may subject the advisor to removal. If a party does not have an advisor present at the hearing, the institution will provide an advisor of the institution's choosing at no cost to the party.

**Cross Examination** – Each party will have the opportunity to have his or her advisor cross-examine the other party and any witnesses by asking relevant questions and follow-up questions, including those challenging

credibility. Only the parties' advisors may ask questions of testifying witnesses, and the questioning must be conducted orally, and in real time. The decision-maker will preside over the hearing, and he or she will determine the order of witnesses.

**Relevancy of Questions/Evidence** – Before a party or witness answers a question, the decision-maker must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Advisors may not present arguments in favor or against the exclusion of any proposed question. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If Respondent intends to introduce evidence of the Complainant's past sexual behavior, Respondent must provide notice to the Title IX Coordinator and decision-maker at least five (5) Business Days in advance of the hearing accompanied by a written motion that specifically describes the evidence and states the purpose for which it is to be offered. The Title IX Coordinator will provide a copy of the notice and motion to the Complainant. Before admitting evidence under this rule, the decision-maker must conduct an in-camera hearing on the motion and give the parties a right to attend and be heard, through their advisors. The motion, related materials, and the record of the motion hearing must be and remain confidential.

All evidence provided to the parties prior to the investigator's completion of the investigative report will be available at the hearing. Each party may refer to such evidence during the hearing, including for purposes of asking questions to other parties or witnesses.

**Recognized Privileges** – The decision-maker will recognize all legally recognized privileges, such as the attorney-client and work-product privilege, unless the holder of the privilege has waived the privilege. It is the responsibility of a party's advisor to invoke any privileges at the hearing. Failure to timely invoke a privilege will constitute a waiver.

**Effect of Non-Participation** – If a party or witness does not submit to questions at the hearing, the decision-maker must not rely on any prior statement of that party or witness in reaching a determination about responsibility. The decision-maker cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the hearing or refusal to answer questions.

**Record of Hearing** – Hearings will be recorded with an audio recording, audiovisual recording, or by transcript. The recording or transcript will be made available to all parties for inspection and review.

**Determining Responsibility** – Following the hearing, the decision-maker will issue a written determination deciding whether the Respondent is responsible for the allegations of sexual harassment. The decision-maker will base his or her determination on a review of the relevant and admissible evidence obtained during the investigation or hearing, the investigative report, and hearing testimony. The written determination will be sent to each party's institution email account. Important appeal deadlines will be based on when the written determination is sent by the institution, so the parties are strongly encouraged to carefully monitor their email correspondence for the determination.

The decision-maker will apply the preponderance of the evidence standard (more likely than not) in reaching his or her determination. The written determination will include:

1. An identification of the allegations potentially constituting sexual harassment as defined in this policy;
2. A description of the procedural steps taken, from receipt of the formal complaint by the institution through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the recipient's code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, and disciplinary sanctions imposed on the Respondent, and whether remedies designed to restore or preserve equal access to the institution's education program or activity will be provided by the institution to the Complainant; and
6. The procedures and permissible bases for the Complainant and Respondent to appeal.

**Range of Disciplinary Sanctions** – Sanctions for violations of this policy will vary based on the facts and circumstances of each case. In determining the appropriate sanctions, the decision-maker may consider factors such as the Respondent's prior history of sexual harassment or misconduct, the severity of the conduct, the frequency of the conduct, and the overall effect on the school community. For students, sanctions can range from a warning up to, and including, expulsion. For employees, sanctions can range from a warning up to, and including termination.

**Notice of Decision** – The written determination will be simultaneously provided to the parties' the institution email accounts. The parties will then have seven (7) Business Days to notify the Title IX Coordinator if they wish to appeal the determination regarding responsibility (see Appeal, below). The determination regarding responsibility becomes final either (1) seven Business Days after issuance of the written determination regarding responsibility, if no appeal is filed, or (2) if an appeal is filed, on the date the institution provides a written determination on the results of an appeal.

## **Appeal**

Both the Complainant and the Respondent may appeal the determination regarding responsibility, the dismissal of any allegation(s) of a formal complaint, and/or sanctions. The institution will appoint an Appeal Officer after receipt of the appeal. All appeals will be decided by the Appeal Officer. Once the Appeal Officer issues his/her written determination on the results of the appeal, all matters are considered final and no further appeals will be considered.

If a party wishes to appeal, he/she must send a notice of his/her intent to appeal, by email, to the Title IX Coordinator within seven (7) Business Days after the institution sends the determination to the parties' institution's email accounts. If a party does not submit notice of appeal within the seven-day deadline, he or she will lose any right to appeal the written determination. The notice of intent to appeal must state the specific ground(s) for the appeal.

An appeal is not intended to be a rehearing of the allegations in the formal complaint. Disagreement with the findings or sanctions is not a valid ground for an appeal. The institution will only consider an appeal on the following grounds:

1. A procedural irregularity that affected the outcome of the matter;
2. New evidence, that was not reasonably available at the time of the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
3. The Title IX Coordinator, investigator(s), or 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 of the matter.
4. Ineffective assistance of an advisor.

If a notice of intent to appeal does not reference one or more of these three grounds for appeal, the appeal will not be considered.

A timely appeal will stay the imposition of sanctions. Any interim measures imposed before or during the grievance process will remain in effect pending the resolution of the appeal.

Once the Title IX Coordinator receives a valid notice of intent to appeal, the Title IX Coordinator will notify all parties of the appeal, the ground(s) on which the appeal is sought, and the procedures for the appeal. Once the parties receive notice of the appeal from the Title IX Coordinator, the parties will have seven (7) Business Days to submit a written statement and any new evidence to Appeal Officer in support of, or challenging, the outcome. Any party who does not timely submit his or her written statement or new evidence will be barred from doing so absent a showing of exceptional circumstances. It will be in the sole discretion of the Appeal Officer whether to allow any extensions in the time to submit a written statement or new evidence.

The Appeal Officer will review the timely submitted written statements, any new evidence and the record as appropriate. Only facts or arguments concerning the above-listed grounds for an appeal will be considered in rendering his/her decision. Once a decision is made, he/she will issue the written decision simultaneously to each party's institution email account, describing the result of the appeal and the rationale for the result. At this point, all matter will be final and no further appeals will be considered.

**Title IX Coordinator Email:** [ashley.marra@wvjc.edu](mailto:ashley.marra@wvjc.edu)

## **Title IX: Training Materials**

### **Module 1 – An Introduction to Managing Title IX Sexual Harassment on Campus**

*Presented by Scott Goldschmidt and Aaron Lacey*

[Module 1 Slide Deck](#)

### **Module 2 – Formal Complaints of Title IX Sexual Harassment**

*Presented by Scott Goldschmidt and Aaron Lacey*

[Module 2 Slide Deck](#)

### **Module 3 – Title IX Investigations & Informal Resolutions**

*Presented by Susan Lorenc, Scott Goldschmidt, and Aaron Lacey*

[Module 3 Slide Deck](#)

### **Module 4 – Title IX Hearings**

*Presented by Retired Judge Booker Shaw, Scott Goldschmidt, and Aaron Lacey*

[Module 4 Slide Deck](#)

### **Module 5 – Title IX Determinations**

*Presented by Susan Lorenc, Scott Goldschmidt, and Aaron Lacey*

[Module 5 Slide Deck](#)

### **Module 6 – Title IX Appeals**

*Presented by Retired Judge Booker Shaw, Scott Goldschmidt, and Aaron Lacey*

[Module 6 Slide Deck](#)

# All Other Complaints – Binding and Mandatory Arbitration

## Dispute Resolution Procedure Notice\*

The institution prides itself in maintaining good relations with its student. It is our goal that you, our current or former student, be completely satisfied with our institution, but we recognize that good faith differences of opinion can occur. Recognizing that each student is a unique individual with different needs, concerns, and perceptions, it is the policy of this institution to attempt to meet students' needs and concerns if the institution is reasonably able to do so. To resolve disputes quickly, fairly, and in good faith the institution has developed this Dispute Resolution Procedure. By enrolling, students agree to follow each step in good faith. If you have any questions about these procedures contact the Campus President.

- A. **DISPUTE-** If a dispute or concern arises, we suggest that you, the student, and institution's instructor or the official involved, should both attempt to settle the matter informally between the two of you. That's really the best resolution to any kind of dispute.
- B. **GRIEVANCE-** If the dispute is not informally resolved at Step A above, you must file a written complaint using the term "Grievance" with the Campus President describing the dispute in detail and the requested solution. A written response and proposed resolution will be provided to you by the institution.
- C. **MEDIATION-** If you are not satisfied with the institution's response at Step B above, you must make a written request for "mediation". If you fail to file a written request for mediation within one (1) year of the institution's response and proposed resolution and you will be legally barred from filing a lawsuit. The institution will pay any administrative fees and mediator fees and shall select a Mediator/Mediation organization, which may include, but not limited to: (a) an American Arbitration Association member; (b) a retired state judge; or (c) an attorney with mediation experience and/or State Bar sponsored training in mediation. The institution may waive mediation, in which case either party may request arbitration.
- D. **ARBITRATION-** If you are still not satisfied, you are required to arbitrate the dispute. See the institution arbitration agreement immediately following this notice for details on your obligation to arbitrate.

### **Agreement to Arbitrate Disputes in Lieu of a Court Trial, Jury Trial and/or Class/Mass Action Lawsuit\***

**Please note:** Except as noted below, to resolve disputes quickly, fairly, and in good faith without using the court system both you, the current or former student, and the Institution agree that any and all disputes between us will be settled through final and binding arbitration, under the Federal Arbitration Act using the American Arbitration Association (AAA) and the AAA Consumer Arbitration Rules as set forth below. (If the AAA cannot or will not arbitrate for any reason, the Institution will apply to the local court to appoint an arbitrator who is an attorney with at least 10 years' experience as an attorney 5 years' experience as an arbitrator.)

**Note-** Arbitration is the last step in the campus "Dispute Resolution Procedure". The entire procedure can be reviewed in the admissions section of the campus catalog, on the consumer information page of the campus website, or in the enrollment agreement. If you have any questions, contact the Campus President.

- I understand this agreement to arbitrate includes any type of dispute\* (except as noted below) with the Institution or any of its agents, related to and including but not limited to, disputes arising from my education/academics, career success, advertisements or other inducements to enroll, the enrollment process, job placement or other services, financial aid, student loans, etc., and regardless of whether the dispute is based on breach of contract, any representation made by the school or its agents, or any law,

regulation tort or equity claim or otherwise. I also agree that the obligation for both parties to arbitrate shall be irrevocable and cannot be waived by either party, and shall apply whether or not I am still in school.

- I understand that I may review the American Arbitration Association rules at <http://www.adr.org> or if I do not have Internet access, the Institution will provide me a copy of the rules upon my request.
- I also agree that each party has the right to have his/her/its case presented individually and ruled upon individually by the arbitrator. As such, I agree that the arbitration shall be conducted and resolved on an individual basis only. I will not combine my claim with any other person's claim nor will I participate in or allow my claim to be part of any class action, mass action, private attorney general action or multiple plaintiff arbitrations of any kind no matter how described. (If for any reason the arbitration provisions of this agreement are invalidated, the agreement for individual consideration of my claim shall apply to all court proceedings.)
- I understand that to initiate arbitration of a dispute I am obligated to pay \$150.00 or the cost of civil court filing fees that would be required as if I were filing a civil lawsuit, whichever is less, toward the AAA fees. I further understand that that the Institution will pay the balance of any AAA fees and the fee of the arbitrator, but the arbitrator shall have the right to assess the costs of arbitration against either party to the same extent as a court of law. Each party shall pay their attorney's fees and arbitration costs to the extent allowed by law.
- I agree my obligation to arbitrate shall be interpreted as broadly as the law allows and shall include but not be limited to all disputes relating to the interpretation, applicability, enforceability or formation of this Agreement (including, but not limited to, any claim that all or part of this agreement to arbitrate is void or voidable for any reason) and I agree that the arbitrator shall have the exclusive authority to resolve any such issues related to my obligation to arbitrate under this Agreement.
- I agree that I must file a request for arbitration of any claim I may have within five years of the date I discontinue enrollment under this enrollment agreement and if I fail to do so, any claim I have is legally barred and cannot be pursued through arbitration, in court, through administrative agencies or otherwise, except as noted below.
- In the event that any part of this Agreement becomes legally unenforceable, that part shall be severed and the remainder shall be fully enforceable. If for any reason this Agreement is invalidated, **then I and the Institution both agree to utilize the Dispute Resolution Procedure described in this agreement and the catalog (excluding the binding arbitration requirement) and if that doesn't resolve the dispute, to engage in non-binding arbitration under this agreement as if the arbitration provision was fully enforceable, prior to any lawsuit or other court action. THE INSTITUTION AND I ALSO AGREE THAT ANY TRIAL WILL BE BEFORE A JUDGE ONLY AND WITHOUT A JURY, AND WE BOTH IRREVOCABLY WAIVE OUR RIGHT TO A TRIAL BY JURY. I also agree that I will not combine or join my claim with anyone else's claim in any sort of multiple plaintiff, mass action or class action lawsuit and will not allow any claim I have to become part of any type of class or collective action in which anyone proposes to act in a representative capacity on behalf of others. This agreement is subject to the law of the local jurisdiction. It is void where/if prohibited under controlling law.**
- All arbitration procedures shall take place in the county where the campus is located.
- I understand that I may seek legal counsel before signing this agreement.

#### **\*Exceptions to the obligations listed above/Alternate Process For Dispute Regulations-**

\*Students may also file complaints with the Accrediting Bureau of Health Education Schools, 6116 Executive Blvd, Suite 730, North Bethesda, MD 20852, phone (301) 291-7550, <https://abhes.org/complaint-process/> and, or

\*Students may also file complaints with the Pennsylvania State Board of Private Licensed Schools, 607 South Drive, Floor 3E, Harrisburg, PA 17120 (717) 783-8228. <https://www.education.pa.gov/Postsecondary-Adult/CollegeCareer/pls/Pages/default.aspx>, or other government agencies.



\*Students taking online courses have the right to file a complaint with the distance educational national oversight body known as the National Council for State Authorization Reciprocity Agreements (NC-SARA), <https://nc-sara.org/sara-student-complaints-0>.

\*The school cannot require the borrower to participate in arbitration or any internal dispute resolution process offered by the institution prior to filing borrower defense to repayment application with the Department pursuant to §685.206(e); the school cannot, in any way, require students to limit, relinquish, or waive their ability to pursue filing a borrower defense claim, pursuant to §685.206(e) at any time; and any arbitration, required by a pre-dispute arbitration agreement, tolls the limitations period for filing a borrower defense to repayment application pursuant to §685.206(e)(6)(ii) (emphasis added).

\*To the extent required by the American Arbitration Association, students may file a claim in small claims (magistrate) court.

\*These procedures are subject to local controlling law (and for students receiving Title IV federal financial aid, USDOE regulation) and are not enforceable to the extent limited/prohibited by applicable law and do not include sexual harassment claims. Also, in regard to Direct Loans and Direct Consolidation Loans this agreement only applies to loans first dispersed on or after July 1, 2020.

## Student Outcomes

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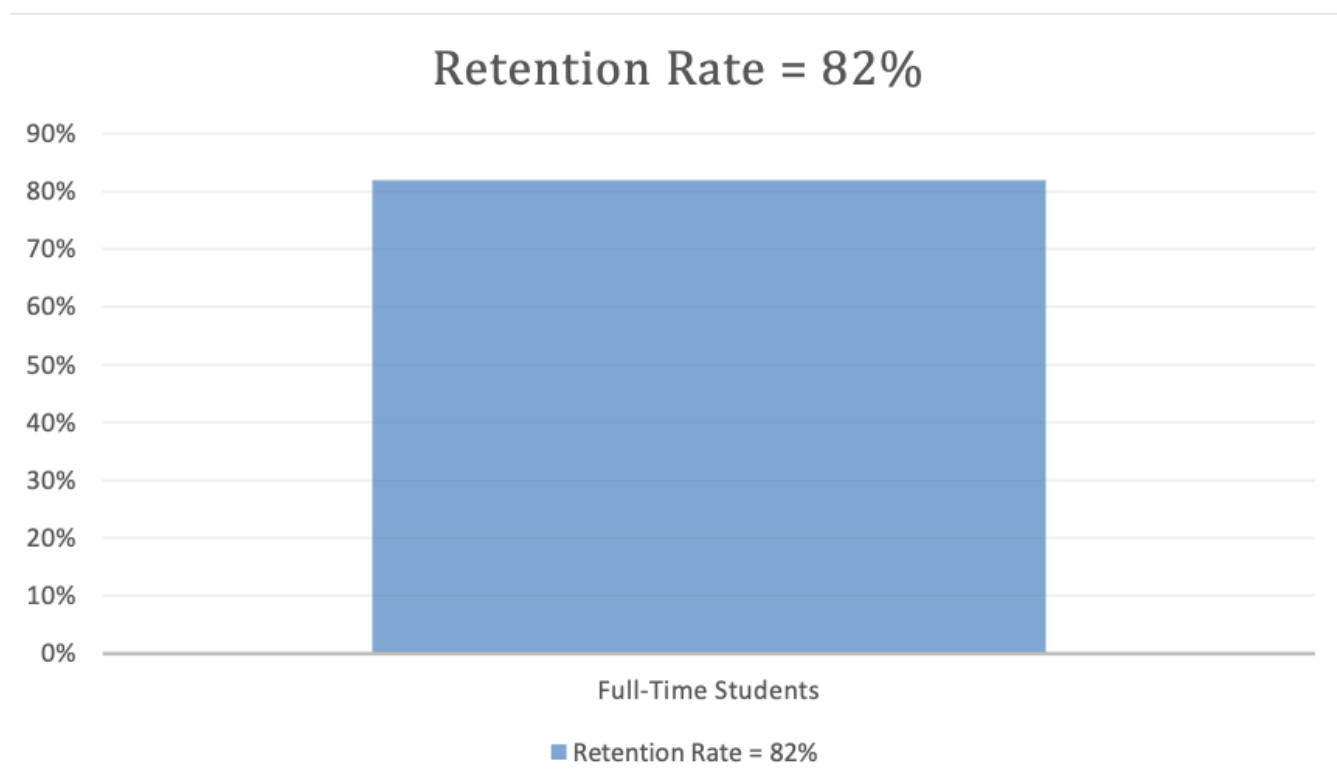
### Retention Rate (IPEDS)

#### First-to-Second Year Retention Rates

Retention rates measure the percentage of first-time students who return to the institution to continue their studies the following fall. These rates only measure first-time students never having attended school before. Therefore, these rates do not reflect an accurate retention rate of the entire student body. Please contact the institution's Campus President for more accurate retention rates for the entire student body.

Retention rates measure the percentage of first-time students who return to the institution to continue their studies the following fall.

#### RETENTION RATES FOR FIRST-TIME STUDENTS



Percentage of Students Who Began Their Studies in Fall 2022 and Returned in Fall 2023

This is the most recent information the institution reported to the National Center for Education Statistics through IPEDS reporting. Please visit the College Navigator Website at: <https://nces.ed.gov/collegenavigator/?q=united+career+institute&s=all&id=494755> for more statistical information about the institution.

## Retention Rates (ABHES)

Annually, the institution reports retention rates for the most recently completed year (July 1, 2023 through June 30, 2024) on the institution's Annual Report, as required by the college's accrediting body, the Accrediting Bureau of Health Education Schools (ABHES).

These are data reported to ABHES by the institution in its most recent Annual Report.

The Retention Rate for each program<sup>(1)</sup> offered by the institution is below.

Program Name	Retention Rate <sup>(1)</sup>
Clinical Medical Assistant (Associate Degree)	90%
Medical Assisting (Diploma)	89%
Medical Office Administration (Associate Degree)	100%
Medical Coding (Associate Degree)	100%
Practical Nursing (Diploma)	98%

The retention rate is determined by using the ABHES required method of calculation, for the reporting period July 1 through June 30, as follows:

**Retention Rate = (EE + G) / (BE + NS + RE)**

Acronym	Term	Definition
EE	Ending Enrollment	Number of students in class, on clinical experience and/or leave of absence on June 30
G	Graduates	
BE	Beginning Enrollment	Number of students in class, on clinical experience and/or leave of absence on July 1
NS	New Starts	
RE	Re-Entries	Number of students that re-enter into school who dropped from a previous Annual Report time period

Retention rates were current at the time of publication. For the most current rates or for other retention rate information contact the campus.

# Licensure Disclosure (ABHES)

Annually, the institution reports licensure rates for programs where certification, licensure, or registration based upon an industry-recognized examination is required to become employed in the State of Pennsylvania. This data is reported for the most recently completed year (July 1, 2023 through June 30, 2024 on the institution's Annual Report as required by the institution's accrediting body, the Accrediting Bureau of Health Education Schools (ABHES).

The licensure pass rate for each program where licensure is required for employment as reported on the most recent ABHES Annual Report is listed below.

The licensure required for the Nursing program is the NCLEX®-PN examination developed and administered by the National Council of State Boards of Nursing (NCSBN).

Program Name	Licensure Pass Rate <sup>(1)</sup>
Practical Nursing	100%

The credentialing pass rate is determined by using the ABHES required method of calculation, for the reporting period July 1 through June 30, as follows:

**Examination Pass Rate = GP/GT**

Acronym	Definition
GP	Graduates passing examination (any attempt)
GT	Total graduates taking examination

Information on first-time licensure pass rates is maintained and disclosed by the Pennsylvania State Board of Nursing, and the program(s) are required to meet separate applicable standards of that agency. Additional information can be found at <https://www.pa.gov/agencies/dos/departments-and-offices/bpoa/boards-commissions/nursing.html>

Licensure rates were current at the time of publication. For the most current rates or for other licensure information, contact the campus.

# Graduation Rates (Student Right-to-Know Act)

Disaggregated Graduation Rate (as required for Consumer Information Disclosure, HEA Sec 485(a)(1)(U))

## Fall 2020 Full-Time First-Time Degree or Certificate Seeking Student Cohort (2023-2024 Reporting Year)

Overall Graduation Rate for Full-Time First-Time Students	86%
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### Disaggregation by Gender

Gender	Cohort	Grads	Grad Rate
Male	(1)	(1)	(1)
Female	18	15	83%
Total	21	18	86%

### Disaggregation by Race

Race	Cohort	Grads	Grad Rate
American Indian/Alaskan Native			
Asian			
Black	(1)	(1)	(1)
Hispanic			
Native Hawaiian/Other Pacific Islander			
White	17	16	94%
Multiracial	(1)	(1)	(1)
Unknown			
Nonresident Alien			
Total	21	18	86%

### Disaggregation by Aid Type

Aid Type	Cohort	Grads	Grad Rate
Pell Grant Recipients	12	9	75%
Direct Subsidized Loan with no Pell Grant	(1)	(1)	(1)
Received Neither Pell Grant or Direct Subsidized Loan	(1)	(1)	(1)

(1) Suppressed to Protect Student Privacy

Source: IPEDS Graduation Rates Survey

Methodology/Definition:

Full-time students are taking 12 or more credits. Cohort is based on IPEDS definition of full-time, first-time degree or certificate seeking students. Graduation rates are calculated on completing an award within 150% of start time (typically defined as 27 months for an associate degree).

# Placement in Employment

United Career Institute Placement in Employment  
Types of Employment Obtained by Graduates of the Institution's Degree and or Diploma Programs  
Graduates Between July 1, 2023 and June 30, 2024

## Program: Medical Assisting

Employer	Job Title
Excela Health	Technical Partner
Partners in Nephrology and Endocrinology	Medical Assistant
Associates in Family Healthcare	Medical Assistant
UPMC	Medical Assistant 1
Associates in Family Healthcare	Medical Assistant
Sports Medicine & Joint Replacement Specialists	Medical Assistant
Westmoreland Prison	Medical Assistant
Dr. Masterson Orthopedic and Sports Medicine	Medical Assistant

## Program: Practical Nursing

Employer	Job Title
Allegheny Health Network - Forbes Hospital	Licensed Practical Nurse
Dreamlife Recovery	LPN
The Grove	Practical Nurse
UPMC LPN	LPN
BAYADA Home Health Care	Practical Nurse
Loyalhanna Care Centr	LPN
Mon Valley Care Center	LPN
Care One	LPN
West Penn Allegheny Health Systems	Licensed Practical Nurse - Inpatient

\*Programs with small numbers of graduates were not included in this report for privacy purposes.

## Job Placement Rates for Graduates

The institution reports job placement information for the most recently completed year (July 1, 2023 through June 30, 2024) on the Annual Report as required by the institution's accrediting body, the Accrediting Bureau of Health Education Schools (ABHES).

The Placement Rate for each program<sup>(1)</sup> <sup>(2)</sup> offered by the institution is listed below.

Program Name	Placement Rate <sup>(1)</sup>	Placement Rate <sup>(2)</sup>
Clinical Medical Assistant (Associate Degree)	83%	75%
Medical Assisting (Diploma)	N/A	N/A

Program Name	Placement Rate <sup>(1)</sup>	Placement Rate <sup>(2)</sup>
Medical Office Administration (Associate Degree)	100%	100%
Medical Coding (Associate Degree)	N/A	N/A
Practical Nursing (Diploma)	83%	83%
N/A = no graduates during the reporting year		

(1) The placement rate is determined by using the ABHES required method of calculation, for the reporting period July 1 through June 30, as follows:

$$\text{Placement Rate} = (P)/(G-U)$$

Acronym	Term	Definition
P	Placed graduates	Those employed in a position wherein the majority of the job functions are related to the skills and knowledge acquired through successful completion of the training program.
G	Total graduates	
U	Graduates unavailable for placement	Only as documented: health-related issues, military obligations, incarceration, continuing education status, or death. Institutions must have on file additional documentation and rationale to justify graduates identified in this category. Examples of documentation may include but is not limited to a doctor's note, military orders, arrest documentation, enrollment agreement, acceptance letter, or death certificate.

The campus does not follow up to determine if the graduate remained employed at the end of the Annual Report period.

Placement rates were current at the time of publication. It should be noted that placement rates will change as more graduates obtain employment, leave employment, and switch jobs. Therefore, these published placement statistics are simply a snapshot at one point in time and, in part, are based on professional judgements made by the institution's personnel. For the most current rates or for other placement rate information, contact the campus. Also, please refer to the campus catalog.

The Federal Department of Labor and the state Workforce Development Office websites are additional sources for useful labor market/career opportunities information. Sources of local information, such as the area job service/unemployment office and area employers are best since they can provide the most current, local information. State and federal job market information may not reflect local conditions.

(2) These placement rates do not include graduates who were working in field prior to graduation.

## Voter Registration

### Click Here to Register

West Virginia Junior College, United Career Institute and East Ohio College encourages all students and employees to register to vote in every election. By voting, you can take action on the issues that affect your life and become involved in the political process.

To learn more about voting in your state and to register, click the link below and select your state from the

drop down menu.

<https://www.nass.org/can-i-vote/register-to-vote>

## Program Disclosures

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### Practical Nursing Program Disclosure-United Career Institute

#### PROFESSIONAL LICENSURE/CERTIFICATION DISCLOSURE

**The practice of Nursing requires a professional license.** Each state and US territory has its own standards to sit for the professional licensure exam (the NCLEX-PN) and/or to transfer a license from one state/territory into its state/territory.

This document provides you a list of those states and territories where this institution has made the determination that its nursing curriculum meets the educational requirements for licensure.

**Also, understand that in the states/territories where the institution has made the determination that its curriculum meets the educational requirements for licensure, this does not mean that this is the only requirement to be licensed in that state/territory. Every state/territory likely will have additional requirements to be licensed in that state/territory.**

To assist you in making your decision whether to apply to this Nursing Program, we have provided you a list of states and territories and their respective contact information for the nursing governing boards, where available. This list is also available on our website under the Consumer Information link. We encourage you to contact the licensing governing body in the state or territory in which you desire to become licensed or intend to work to seek additional information prior to enrolling in our program.

#### **Curriculum Meets the State Educational Requirements for Licensure or Certification**

##### **PENNSYLVANIA**

Pennsylvania State Board of Nursing  
2525 N. 7th Street  
Harrisburg, PA 17105  
717-783-7142  
<http://www.dos.pa.gov/>

##### **WEST VIRGINIA**

West Virginia State Board of Examiners for Licensed Practical Nurses  
101 Dee Drive, Suite 100  
Charleston, WV 25311  
304-558-4367  
<http://www.lpnboard.state.wv.us/>

##### **OHIO**

Ohio Board of Nursing  
17 S High Street, Suite 660  
Columbus, OH 43215  
(614)466-3947  
<https://nursing.ohio.gov>