



2023

STUDENT HANDBOOK

Date of Publication 7-1-2023



Welcome from the Campus President

Dear TWS,

It is my privilege to welcome you to Tulsa Welding School. Thank you for choosing TWS as your avenue to achieve your educational and career training goals. We are excited about the opportunity to be a part of your journey and we are committed to supporting you in achieving this milestone in your life.

Tulsa Welding School has a rich history spanning more than sixty years. TWS is committed to instructing and training students in the techniques of structural and pipe welding as well as electrical and HVAC/R-related industries. Our instructors have industry experience, extensive knowledge, and demonstrated skill in the programs they teach. They have chosen to dedicate themselves to passing on their knowledge and skills to others who desire to learn and work in this industry. Our programs represent vital trades for modern society and are essential to the infrastructure of our economy.

Our support staff members are here to provide additional support for you in the areas of Financial Aid, Student Advising, Grades, Attendance, and Career Services. Please reach out to our staff any time you need direction or assistance.

I want to encourage you to stay focused on the goal you have set. In a very short time, you will be graduating from a specialized and challenging program joining the ranks of many who have gone before you. Remember, you can accomplish your goal.

Again, thank you for choosing TWS. I look forward to meeting you personally and celebrating your achievement.

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INTRODUCTION

This handbook is a compilation of important institutional information concerning the following topics:

General Information about the School

- Campus Directory
- Emergency Response and Evacuation Plan
- Campus Security / Clery Act
- Information for Students with Disabilities
- Student Code of Conduct
- Drug and Alcohol Abuse Prevention Program
- Copyright Infringement (Peer-to-Peer File Sharing)

Basic Financial Aid Information

- Eligibility Requirements
- Rights and Responsibilities of Students Receiving Federal Student Aid
- Types of Federal Student Aid
- Applying for Federal Student Aid
- Disbursing Federal Student Aid
- Statement Regarding Credit Balances
- Returning of Federal Student Aid Funds
- Drug Convictions Affecting Federal Student Aid Eligibility
- Federal Student Loan Management
- National Student Loan Data System
- Federal Student Aid Ombudsman Notification
- Code of Conduct for Student Loans
- Prevention of Financial Aid Scholarship Fraud

Student Disclosures and Student Right-to-Know Act

- Student Consumer Disclosures
- Textbook Information
- Voter Registration Information
- Constitution Day – September 17th
- Family Education Rights and Privacy Act (FERPA)
- Student Arbitration Agreement
- Student Grievance Procedure

Student Acknowledgements

- Drug-Free Workplace Consent Form
- Policy Acknowledgements and Certification Statements

CAMPUS DIRECTORY

Main Number: 214-227-9711

Admissions

For assistance with:

Enrollment, admissions requirements, start date, orientation, special accommodations for disabilities, and consumer information.

Career Services

For assistance with:

Part-time employment while in school, resume preparation, access to electronic books on welding, internet and printer services, graduate welding jobs, help with resume, letter to future employers about your attendance here, internet/computer use, current postings from companies who are hiring.

Student Services

For assistance with:

Requesting a Leave of Absence, attendance issues, checking your grades or attendance, issues/concerns with school, staff, or other students, wanting to return after withdrawing, parking stickers, shift transfer requests, advising, and tutoring. Payments, account balance, financial difficulty, agency billing, refunds, and stipends. FAFSA, grants, student loans scholarships, reinstatement, deferments, forbearances, and repayment of loans

Director of Training

For assistance with:

Class schedules, makeup tests, lab equipment, difficulty in lab or classroom, The Resource Center, curriculum, syllabi, lab equipment, and difficulty in lab or classroom.

Registrar's Office

For assistance with:

Transcripts, grades, attendance, graduation dates, change of address, phone number or email, enrollment verification letters, and Authorization for Release of Information.

INFORMATION FOR STUDENTS WITH DISABILITIES

Tulsa Welding School is committed to ensuring equal access to educational opportunities for students with disabilities. The work environment in which our graduates commonly work demands a full range of physical and mental faculties for career success. While there are exceptions, most jobs require the ability to climb, stoop, work in confined spaces, lift and carry in excess of 50 pounds, exposure to wet and/or humid conditions (including outside weather conditions), exposure to fumes or airborne particles, toxic or caustic chemicals, exposure to electrical hazard and occasionally work in noisy conditions. Further, manual dexterity and detailed finger manipulations *may* be required.

Statement of Purpose

The primary objective of the Students with Disabilities Policy is to provide an integrated and cohesive set of support accommodations and services for students with disabilities. This policy exists in accordance with the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, and mandates that no person with a disability, will, on the basis of that disability, be denied full and equal access for participation in programs, services, and activities.

An individual with a disability is defined as any person who:

- has a physical or mental impairment which substantially limits one or more major life activities, (including walking, seeing, hearing, speaking, breathing, learning, working, caring for oneself, or performing manual tasks),
- has a record of such impairment, or
- is regarded as having such an impairment.

All institutions of higher education must make reasonable accommodations in order to provide students with disabilities an equal opportunity to participate in the institution's courses, programs, and activities. Schools must make certain academic adjustments to ensure that a student has an equal opportunity to participate. Academic adjustments may include extended time for test taking; tape recording of classes; and modification of test taking or performance evaluations so as not to discriminate against a person's sensory, speaking, or motor impairments, unless that is what is being tested.

An institution must also provide auxiliary aids and services, such as qualified sign language interpreters, note-takers, readers, Braille and large print materials, and adaptive equipment. A *qualified interpreter* is one who can communicate expressively and receptively, using any specialized vocabulary in a manner that is effective, accurate, and impartial. Institutions are not responsible for providing personal services such as attendants, hearing aids, glasses, etc. Under the applicable regulations, tutoring is a personal service and is not mandated by these regulations. Therefore, it need not be provided unless the school provides tutoring to other students, in which case it must make that tutoring program accessible to students with disabilities. Institutions may not charge money for reasonable accommodations. Additionally, schools do not have to provide accommodations that would fundamentally alter the educational program or academic requirements that are essential to a program of study or to fulfill licensing requirements.

Accommodations and Support Services

While self-identification is strictly voluntary, it is to the student's advantage to initiate or request services in this process as early as possible. Records and information concerning students are confidential. To become eligible for services, documentation of the disability from a qualified professional must be provided upon request.

Tulsa Welding School will provide reasonable accommodations for students with disabilities, including learning disabilities, physical impairments, and other disabling conditions. Such accommodations may include, but are not limited to, tutoring, examination schedule and/or delivery modification, and laboratory task modification. Admissions requirements for all students are the same, regardless of disability or lack thereof. It must be understood that accommodations for disabilities are meant to assure education experience and opportunity. Any accommodations deemed necessary and reasonable will be made on a case-by-case basis by taking into account institutional obligations to provide equal access to educational opportunities; may not necessarily incorporate all changes requested; and will only be made following provisions of proof of such disability.

Students seeking accommodations should notify their Admissions Representative, Academic Dean, or the Director of Student Services of any special needs, requirements, or requests before enrolling in a program of study or as soon as possible after it is determined that accommodation is desired. The school will require a written description of the extent and nature of the disability, and current medical certification stating the nature of the disability and the type of accommodation required. Accommodations cannot be applied to circumstances of past failures or difficulties in courses, and are only for future course activities. However, information regarding a disability can be provided to assist in resolution of an academic dilemma that begs resolution.

Tulsa Welding School does not offer students with disabilities the following:

- Diagnostic evaluation for disabilities;
- Special classes;
- A reduced standard for academic performance;
- Exemption to graduation requirements; or
- Credit for effort in place of demonstrated competence or skill acquisition.

Eligibility

To determine eligibility for services, Tulsa Welding School requires current and complete documentation from a physician. The school reserves the right to request supplemental information to verify a student's current functional limitations. This documentation is required to assess whether the impairment limits a major life activity and to establish the extent of the student's disability-related limitations.

Documentation must include the following information:

- Date of most recent visit to medical provider or diagnostician;
- A clear indication of the existence of a medical or mobility impairment;
- A summary of assessment procedures and evaluation instruments used to diagnose the impairment;
- Specific functional limitations related to the condition, especially those involved in attending a post-secondary educational institution;
- A description of treatments and their estimated effectiveness in minimizing the impact of the impairment;
- Medication side effects, if any;
- Prognosis and anticipated duration of limitations and impairment; and
- The report must be signed by the student's diagnosing physician.

If the disability is hearing-related, a copy of an audiogram that was performed within the last three (3) years must accompany this documentation.

STUDENT CODE OF CONDUCT

Scope

This policy applies to all students attending any of our institutions (Institution). Students are expected to act in a professional and considerate manner with other students and school staff. Visitors, guests, and employers frequently spend time on our campuses and students' behavior is a reflection on the school and everyone associated with it. Additionally, students' behavior in student-referred housing also reflects upon the school's reputation in the community, thus requiring students to maintain a professional demeanor at all times.

Jurisdiction and Application

This Code of Conduct (Code) shall apply to student conduct that occurs on the institution's premises or at institution-sponsored activities. At the discretion of the Campus President or delegate, the Code also shall apply to off-campus student conduct when the conduct, as alleged, adversely affects a substantial institution interest and either:

- Constitutes a criminal offense as defined by state or federal law, regardless of the existence or outcome of any criminal proceeding; or
- Indicates that the student may present a danger or threat to the health or safety of the student or others.

Guiding Principles and Institutional Goals

- The Institution seeks an environment that promotes academic achievement and integrity and that serves the educational mission of the Institution.
- The Institution seeks an environment that is free from violence, threats, and intimidation; that is respectful of the rights, opportunities, and welfare of students, faculty, staff, and guests of the Institution; and that does not threaten the physical or mental health or safety of members of the Institution community.
- The Institution is dedicated to responsible stewardship of its resources and to protecting its property and resources from theft, damage, destruction, or misuse.
- The Institution supports and is guided by state and federal law and other regulatory bodies while also setting its own standards of conduct for its academic community.
- The Institution is dedicated to the rational and orderly resolution of conflict.

Responsibilities of Dual Membership

By enforcing its Code, the Institution neither substitutes for nor interferes with other civil or criminal legal processes. When a student is charged in both jurisdictions, the Institution will decide on the basis of its interests, the interests of affected students, and the interests of the community whether to proceed with its disciplinary process or to defer action. Determinations made or sanctions imposed under the Code will not be subject to change because criminal charges arising out of the same facts were dismissed, reduced, or resolved in favor of the criminal law defendant.

Disciplinary Offenses

The Institution reserves the right to terminate a student's training for actions, in the opinion of administrative staff, that disrupts the educational environment or reflects adversely in any way upon the school.

Any student found to have committed or to have attempted to commit misconduct is subject to appropriate disciplinary action under this policy.

Examples include the following:

- **Weapons:** Students will not possess, or have in vehicles, firearms, ammunition explosives, knives or weapons of any kind on Institution controlled property.
- **Illegal or Unauthorized Possession or Use of Drugs, Controlled Substances, Paraphernalia, or Alcohol:** Students will not possess, consume, distribute, or be under the influence of illegal drugs or alcohol while on Institution controlled property or at any school sponsored event. Students may also be subject to prosecution by local law enforcement agencies and your parent/guardian may be notified. Testing may be required in cases of reasonable suspicion of drug use.
- **Theft, Property Damage, and Vandalism:** Theft, possession of stolen property, unauthorized possession, wrongful sale/gift, or vandalism of property to include institution, housing, customer, staff, resident or other students' property will not be tolerated.
- **Threatening, Harassing, or Assaultive Conduct:** Any unwelcome action whether physical, verbal, or nonverbal; this is intimidating, hostile or creates an offensive environment, the use of force or threat of force to engage a person in sexual activities without the person's willing consent, or involvement in hazing or threatening the physical safety and comfort of others or a display of violence that results in physical contact.
- **Dishonesty:** Willfully or knowingly lying, cheating academically, claiming the work of others, cooperating with another to falsify data/records of academic achievement or procedures/analysis, giving any type of false/forged information/records to the Institution, or making a false report of a bomb, fire, natural disaster or other emergency to an institution official or an emergency service agency.
- **Disorderly Conduct:** The use of any type of language or gesture that is offensive and creates an uncomfortable environment; behaving in a manner that disturbs the peace of others and/or disrupts, interferes or prevents a staff member from performing their duties. This includes the classroom which extends to any setting where a student is engaged in work toward academic credit or satisfaction of program-based requirements or related activities.
- **Unsafe Conduct:** Students will observe all EPA/DEQ/OSHA safety regulations, eye and hearing/ear protection in designated areas, the safety of others, and adhere to the proper use of tools, equipment, and motorized vehicles.
- **Refusal to Identify and Comply (Aiding and Abetting):** Students will not assist, encourage, or incite others in any violation of regulations. This includes willfully refusing to or falsely identifying one's self or willfully failing to comply with a proper order of summons when requested by an authorized institution official.
- **Tobacco Use:** Students are allowed to use tobacco products in designated areas only.
- **Unauthorized Entry:** Students will not enter or attempt to break and enter into any locked or unauthorized room, building, storage area, vehicle, computer, or data storage device. This also includes using keys, access cards, or access codes without authorization.
- **Unauthorized Use of Institution Facilities and Services:** Wrongfully using Institution properties or facilities; misuse, alteration, or damage to fire-fighting equipment, safety devices or other emergency equipment or interfering with the performance of those specifically charged to carry out emergency services; acting to obtain fraudulently (through deceit, unauthorized procedures, bad checks, or misrepresentation) goods, quarters, services, or funds from Institution departments or student organizations or individuals acting in their behalf.
- **Student Electronic Equipment:** Non-educational electronic equipment (MP3 players, IPODs, cameras, pagers, etc.) is not allowed in institutional training areas.

- **Discrimination:** students will not use any verbal or non-verbal discrimination towards any individual or group.
- **Computer, Internet, and Network Use:** Use of school computers, internet and networks in a manner that constitutes a violation of the Institution Code or local, state, and federal law, endangers system integrity, or accesses sites containing inappropriate content.
- **Recreational Activities:** Are not allowed on the school's property, except with express permission of the Campus President, Director of Education, or their designee.
- **Attempts to Injure or Fraud:** Making, forging, printing, reproducing, copying, or altering any record, document, writing, or identification used or maintained by the Institution when done with intent to injure, defraud, or misinform.
- **Hazing:** Any act taken on the institutions' property or in connection with any institution-related group or activity that endangers the mental or physical health or safety of an individual (including, without limitation, an act intended to cause personal degradation or humiliation), or that destroys or removes public or private property, for the purpose of initiation in, admission to, affiliation with, or as a condition for continued membership in a group or organization.
- **Rioting:** Engaging in, or inciting others to engage in, harmful or destructive behavior in the context of an assembly of persons disturbing the peace on campus, in areas proximate to campus, or in any location when the riot occurs in connection with, or in response to, an Institution-sponsored event. Rioting includes, but is not limited to, such conduct as using or threatening violence to others, damaging or destroying property, impeding or impairing fire or other emergency services, or refusing the direction of an authorized person.
- **Violation of Institution Rules:** Engaging in conduct that violates Institution, collegiate, or departmental regulations that have been posted or publicized, including provisions contained in Institution contracts with students.
- **Violation of Federal or State Laws:** Engaging in conduct that violates a federal or state law, including, but not limited to, laws governing alcoholic beverages, drugs, gambling, sex offenses, indecent conduct, or arson.

Sanctions

The following sanctions may be imposed upon students found to have violated the Code:

- **Warning:** The issuance of an oral or written warning or reprimand.
- **Probation:** Special status with conditions imposed for a defined period of time and includes the probability of more severe disciplinary sanctions if the student is found to violate any institutional regulation during the probationary period.
- **Required Compliance:** Satisfying institutional requirements, work assignments, community service, or other discretionary assignments.
- **Confiscation:** Confiscation of goods used or possessed in violation of Institution regulations or confiscation of falsified identification or identification wrongly used.
- **Restitution:** Making compensation for loss, injury, or damage.
- **Restriction of Privileges:** The denial or restriction of specified privileges.
- **Suspension:** Separation of the student from the institution for a defined period of time, after which the student is eligible to return to the Institution. Suspension may include conditions for readmission.
- **Expulsion:** The permanent separation of the student from the Institution.
- **Withholding of Diploma or Degree:** The withholding of diploma or degree otherwise earned for a defined period of time or until the completion of assigned sanctions.

Interim Suspension

The Campus President or delegate may impose an immediate suspension on a pending hearing before the appropriate disciplinary committee if any of the following apply:

- To ensure the safety and well-being of members of the Institution community or to preserve the institutions' property,
- To ensure the student's own physical or emotional safety and well-being, or
- If the student poses an ongoing threat of disrupting or interfering with the operations of the institution.

During the interim suspension, the student may be denied access to all Institution activities or privileges for which the student might otherwise be eligible, including access to Institution property. The student has a right to a prompt hearing before the Campus President or delegate on the questions of identification and whether the interim suspension should remain in effect until the full hearing is completed.

Hearings and Appeals

Any student charged with violation of the Code shall have the opportunity to receive a fair hearing upon submission of an appeal petitioning for reconsideration of their enrollment standing. The appeal must be in writing and must include an accurate and fair account of the actions that led up and included the violation. Upon receipt, the Appeal Review Board shall provide both substantive and procedural fairness for the student or student organization alleged to have violated the Code. The board will determine the status of the appeal and will render a decision as soon as practical, but no longer than 30 days from the date of receipt. Once a decision is reached, the student or student organization will be notified of the decision and if approved, a plan for continuance will be provided to the student along with the decision. Otherwise, if the appeal is denied, the student will be terminated.

Appearance Code

The Institution Appearance Code is established to provide an atmosphere that enhances the professional development of our students and avoids safety hazards while preventing disruption to the learning process. The following are the minimum standards while on campus:

- A. Attire:** Long sleeves must be worn at all times in the lab area. 100% cotton material is required.
- B. Protective Items:** Proper eyewear must be worn at all times in the lab area.
- **C. Piercings:** Wearing of earrings, posts, studs and dangling jewelry is not permitted. Facial skin, tongue or body piercing rings, studs, posts, ornaments and chain wallets/belts are also prohibited.

Delegation of Authority

The Campus President or delegate shall implement this policy, including publishing and distributing the Code and the procedures governing the student disciplinary process at the Institution.

WELDING LAB AND SCHOOL RULES

1. Safety glasses or protective side shields (will need to be installed) on prescription glasses and must be worn at all times when welding, beveling, cutting or grinding. This includes under welding hoods, grinding shields & cutting goggles. Additionally, protective eyewear must be worn when in and around the cutting areas.
2. Cutting goggles or approved shaded/safety eyewear may only be worn while using hand held cutting torches and beveling machines. Sunglasses or unapproved eyewear are not permitted in the lab or classroom areas.
3. Leathers must be worn while welding in Phases 101 through 106 or equivalent courses. After Phase 106, a long sleeve, heavy duty cotton or denim shirt may be worn. A long sleeve cotton or denim shirt must be worn when cutting or grinding at all times. **Shirts must be tucked into pants at all times.**
4. Only 100% leather boots that come above the ankle can be worn in the lab. No sneakers, hiking boots, loafers or other footwear are permitted in the lab.
5. Grinding shields or welding helmets with grinding shields built in must be used when grinding or using a wire wheel. This includes both in the grinding room and in student booths.
6. Booths are to be cleaned before exiting the lab at any time between sessions or at the end of a shift. All plate or pipe materials must be placed in dumpsters and unused rods or filler wires must be put up in proper rack or place.
7. Do not throw any metal into trash containers as these are used only for rods and small debris. All used metal and large scrap must be placed in the recycle bins.
8. All gas feeders and welding machines must be turned OFF when students leave the booth, when not in use during breaks, and at the end of each shift. Machines must also be turned OFF in the event of an emergency situation or fire drill.
9. Weldments will not be graded outside of your assigned shift times nor can you be graded on a Saturday attendance time will not be recorded from outside designated shift times.
10. Disturbing other students or disruption of classes may result in suspension or dismissal.
11. All visible jewelry is prohibited on the shop floor. Jewelry includes items that adorn the facial area, fingers or any visible body part. Wedding bands will be permitted, but must be protected with gloves or protective clothing at all times.
12. All pants and clothing must be in good repair. Frayed clothing, holes, and tears are a fire and/or safety hazard and are not permitted. All body parts must be covered at all times. Sleeveless shirts, bare midriffs or visible undergarments are not permitted. Shirts must be tucked in, but pants cannot be tucked into footwear.
13. Tobacco products are not permitted in classrooms, labs, or cutting and grinding areas.
14. Credit for daily attendance is only given for welding or participation in welding-related activities. Instructors must be informed when students leave their booths or the shop floor to grind or cut metal. Additional practice time is limited to booth availability, to one session, and is only allowed on Tuesdays and Thursdays. No additional time is provided for additional practice time.
15. Tacking or welding on the booth uprights, holding table collars, or on surrounding booth walls or supports is forbidden.
16. Usage of portable electronic devices are not permitted anywhere inside the building. This includes in the hallways, student break room, restrooms, classrooms, welding lab, grinding areas, on the loading dock, or in the cutting areas. Portable electronic devices include the following, but are not limited to: MP3 Players, iPods, Radios, Walkmans, CD Players, Laptop computers or other similar devices.
17. Theft of or damage to any metal, equipment or the facility will not be tolerated. Those caught will be immediately removed from the training programs with further disciplinary actions possible up to and including expulsion from the school.
18. Sleeping, lying down or lounging is not permitted anywhere on campus.
19. Entering another student's booth or being in an unassigned aisle is not permitted at any time in the lab.
20. Grinding machine guards must be on grinders at all times.

DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

Statement of Purpose

The purpose of the Drug-Free Schools and Campuses Regulations is to implement section 22 of the Drug-Free Schools and Communities Act Amendments of 1989, which adds section 1213 to the Higher Education Act and Section 5145 to the Drug-Free Schools and Communities Act. These amendments require that, as a condition of receiving funds or any other form of financial assistance under any Federal program, an institution of higher education must certify that it has adopted and implemented a drug prevention program.

As a result, Tulsa Welding School has implemented the following drug prevention program, which applies to all students and employees.

Policy for Providing a Drug-Free Workplace

- A. It is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the workplace or any area that is on school property or during school-sponsored activities. This also includes possession and use of alcohol.
 - 1) This act applies to employees and students.
 - 2) Alcohol or tobacco products are not considered controlled substances; however mild prescriptions to the worst street drugs are included.
 - 3) The school is not responsible for conduct of their employees or students outside the workplace/school.
- B. Employees or students who are found in violation of this policy will be given a letter of reprimand which will become a part of their records until such time as said employee or student seeks and successfully completes drug or alcohol counseling, rehabilitation, or an assistance program.
 - 1) Upon a second and subsequent violation of this policy occurring in or affecting the school, the employee may be placed on probation or terminated dependent on the individual circumstances of the case. A student in this circumstance will be dismissed.
 - 2) On the third violation of this act, the employee will be dismissed.
- C. Tulsa Welding School has established a drug-free awareness program with the local and state agencies to inform employees and students about:
 - 1) The dangers of drug abuse in the workplace or on school property.
 - 2) Tulsa Welding School's policy on maintaining a drug-free workplace.
 - 3) The School's agreement to assist any employee or student who is in need of drug counseling, rehabilitation, and assistance programs by direct or indirect referrals and providing brochures to employees and students seeking help from approved agencies.
 - 4) In addition, biannual meetings will be held lasting at least one (1) hour in duration for speakers to assess the success of our program.
- D. As a condition of employment and enrollment, employees and students must notify Tulsa Welding School of any criminal drug statute conviction no later than five (5) days of starting employment/program or conviction.
 - 1) Tulsa Welding School will give each employee or student a copy of the statement.
 - 2) Within thirty (30) days of learning of such a conviction, the employee or student will be required that he or she complete a drug rehabilitation program.
 - 3) Tulsa Welding School will communicate to employees and students our policy of maintaining a drug-free workplace, the dangers of workplace drug abuse, penalties the school will impose for drug

- violations, and information about any drug counseling, rehabilitation, or employees or students assistance programs.
- 4) Applicants for full-time employment must pass a drug test prior to receiving an offer of employment from Tulsa Welding School.
 - 5) Applicants will make a good faith effort to preserve a drug-free workplace by continuing to observe the preceding requirements.
 - 6) All employees and students will receive a copy of this statement and will be held liable for its contents and strict adherence to those guidelines.
- E. Tulsa Welding School issues this statement to notify its employees, because it is and wishes to remain a recipient of Federal funds; it is Tulsa Welding School's policy to maintain a drug-free workplace. All employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Tulsa Welding School workplace. As a condition of employment or enrollment at Tulsa Welding School, every employee and student must:
- 1) Abide by the terms of this statement; and
 - 2) Applicants for full-time employment must pass a drug test prior to receiving an offer of employment from Tulsa Welding School; and
 - 3) Notify the Campus President of any criminal drug statute conviction no later than five (5) days of starting employment/program or conviction.
- F. Upon notification of such conviction, Tulsa Welding School must notify the U.S. Department of Education within ten (10) days and take one or more of the following actions with respect to any employee so convicted:
- 1) Take appropriate personnel action, up to and including termination; and/or
 - 2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or Local health, law enforcement, or other appropriate agency.
- G. For the purposes of assuring compliance with the above, you will be subject to substance screening under the circumstances described below. "Substance Screening" means testing of blood, urine, a drug/alcohol test, or otherwise as reasonably deemed necessary to determine possession or impairment. This screening will be done by an independent qualified laboratory, following testing methods and collection procedures designed to assure accuracy and reliance on the results.

Substance Screening

Substance screening will be conducted under the circumstances described below:

- A. RANDOM TESTING
- B. SUSPECTED IMPAIRMENT. When there is reasonable evidence to suspect that because of your actions you could cause harm to yourself or to others.
- C. POST ACCIDENT/INCIDENT. If involved in an accident involving the apparent violation of a safety rule or standard, which did or could have resulted in serious injury or property damage, concern as to reasonable cause may require the individual to be subject to substance screening.
- D. PRIVACY. The results of any program screening will be considered a medical report disseminated only in strict compliance under "The Right to Privacy Act."
- E. HANDICAPS. The program will be administered so as not to interfere with the rights of handicapped persons, except to the extent any substance abuse handicap would directly interfere with performance.

Consent

- A. As stated above a urine drug test procedures may be conducted without prior notice at any time as deemed appropriate by the School's administrative personnel.
- B. However, no student or employee will be subjected to testing without prior written and signed consent (copies or both student and employee consents are attached). Employees, as well as prospective employees, who refuse to sign a consent form to a drug screen test, will be considered to have voluntarily resigned by choosing not to comply with a School Policy.
- C. In all instances, testing will be performed with concern and respect for each person's privacy. Results will be kept confidential, and only released on a need to know basis.

Policy Exclusions

Excluded from this Policy is the legitimate possession and proper use of drugs prescribed for the student or employee by a medical doctor, and over the counter medical drugs, provided such drugs are being used in strict compliance with the prescription or manufacturer's recommendations and do not affect the person's performance or create a risk to the safety of the person or to others. The persons so using are responsible for knowing of the possible side effects of prescription and non-prescription drugs they intend to use while working and must notify their instructor or supervisor if such use could affect their job performance, judgment, and physical reaction time. All prescriptions must be in the person's name and must be carried in their original containers. The school reserves the right to consult with and rely on its own medical sources as to any issues or safety or reliability of any person on the campus while taking certain medications.

Disciplinary Action

All persons subject to testing have the right to explain, in confidence, their test results. All persons may explain to either their managers and/or the Campus President. All students may explain to the Director of Education or the Student Advisor. Each person tested has the right to obtain copies of all information and records related to their testing. . Those individuals who are disciplined in accordance with this policy and its procedures have the right to appeal, the appeal procedures are outlined in the School Catalog or in the StrataTech Employee Handbook.

Drug and Alcohol Prevention and Treatment Facilities

Prevention and treatment start with acknowledgement of an existing problem, addressing the consequences of your choices, improving resistance skills and addressing problematic use or addiction by getting help. To obtain information on drug and alcohol prevention and treatment facilities, you may contact the Student Services at 214-227-9711.

You may also contact any of the following counseling facilities for assessment, treatment, and referrals:

Drug & Alcohol Rehab Centers in Dallas (214) 559-8927

Substance Use Agency (512) 206-5000

The SAMHSA's National Helpline: (800) 622- HELP

Dangers of Drug Abuse

Your personal expense for having a drug habit can be from \$200 to \$3,000 per week. This is just the beginning, and only the dollar value. The costs are to your future, family, lifestyle, and your career as well as to your physical well-being and self-respect. The use of illicit drugs and/or alcohol would diminish your ability to perform your job.

More than 25, 000 U. S. citizens die each year from drug-related accidents or health problems (www.whitehousedrugpolicy.gov). With most drugs, it is possible that users will develop psychological and physical dependency.

The general categories of drugs and their effects are as follows:

Alcohol

Produces short-term and long-term effects that include behavioral changes, impairment of judgment and coordination, and irreversible physical and mental abnormalities in newborn babies (Fetal Alcohol Syndrome). Alcohol abuse can result in damage to the liver, heart and brain. Long-term abuse causes ulcers, gastritis, malnutrition, delirium tremens, and cancer. (<http://www.niaaa.nih.gov>)

Depressants (e.g. Barbiturates, Opiates, Quaaludes)

Slows down the central nervous system and can cause slow heart and breathing rates, can lower blood pressure, as well as slow down one's reaction time. They also cause a person to be confused, have a sense of false of reality, convulsions, coma and death. (<http://www.drugabuse.gov>)

Hallucinogens (e.g. POP, Mushrooms, Angel Dust, and LSD)

Physical effects include: dilated pupils, increased heart rate and blood pressure, nausea, blurred vision, dizziness, and decreased awareness can also occur. Certain sensations may occur giving the feeling of hearing sounds and seeing objects that do not really appear to be there. Furthermore use of hallucinogens may result in self-inflicted injuries, impaired coordination, incoherent speech, depression, anxiety, and violent behavior.

(<http://www.whitehousedrugpolicy.gov/drugfact/hallucinogens/index.html>)

Marijuana (e.g. Chronic, Mary Jane, Pot, and Dope)

Destroys short-term memory, comprehension, concentration, coordination and motivation. It also increases heart rate and blood pressure. It may also cause paranoia and psychosis. The way in which marijuana is smoked also enhances the risk of lung cancer.

(<http://www.drugabuse.gov/ResearchReports/Marijuana/Marijuana3.html#physicalhealth>)

Nicotine and Other Stimulants (e.g. Cocaine, Crank, Caffeine, Amphetamines, and Methamphetamines)

Speeds up the central nervous system and can cause increased heart, breathing rates, and blood pressure. It also causes a decrease in appetite, headaches, blurred vision, dizziness, insomnia, anxiety, hallucinations, paranoia, depression, seizures and death due to heart attack or respiratory failure. Additionally it can cause cancer of the lungs, larynx, esophagus, bladder, pancreas and kidney for those who are smokers at increased rates. Stimulants are addictive, both physically and psychologically.

(<http://www.drugabuse.gov>, <http://www.whitehousedrugpolicy.gov/drugfact/index.html>)

Legal Sanctions

Federal laws enforce grave penalties on those who illegally possess, use, or distribute drugs. These sanctions include, but are not limited to, incarceration and monetary fines. The major penalties are summarized as follows:

www.dea.gov/agency/penalties.htm

DRUG/SCHEDULE	QUANTITY	PENALTIES	QUANTITY	PENALTIES
Cocaine (Schedule II)	500 - 4999 gms mixture	First Offense: Not less than 5 yrs, and not more than 40 yrs. If death or serious injury, not less than 20 or more than life. Fine of not more than \$2 million if an individual, \$5 million if not an individual Second Offense: Not less than 10 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual	5 kgs or more mixture	First Offense: Not less than 10 yrs, and not more than life. If death or serious injury, not less than 20 or more than life. Fine of not more than \$4 million if an individual, \$10 million if not an individual. Second Offense: Not less than 20 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual, \$20 million if not an individual. 2 or More Prior Offenses: Life imprisonment
Cocaine Base (Schedule II)	5-49 gms mixture		50 gms or more mixture	
Fentanyl (Schedule II)	40 - 399 gms mixture		400 gms or more mixture	
Fentanyl Analogue (Schedule I)	10 - 99 gms mixture		100 gms or more mixture	
Heroin (Schedule I)	100 - 999 gms mixture		1 kg or more mixture	
LSD (Schedule I)	1 - 9 gms mixture		10 gms or more mixture	
Methamphetamine (Schedule II)	5 - 49 gms pure or 50 - 499 gms mixture		50 gms or more pure or 500 gms or more mixture	
PCP (Schedule II)	10 - 99 gms pure or 100 - 999 gms mixture		100 gm or more pure or 1 kg or more mixture	

DRUG/SCHEDULE	QUANTITY	PENALTIES
Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	First Offense: Not more than 20 yrs. If death or serious injury, not less than 20 yrs, or more than Life. Fine \$1 million if an individual, \$5 million if not an individual. Second Offense: Not more than 30 yrs. If death or serious injury, not less than life. Fine \$2 million if an individual, \$10 million if not an individual
Flunitrazepam (Schedule IV)	1 gm or more	
Other Schedule III drugs	Any amount	First Offense: Not more than 5 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual. Second Offense: Not more than 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual
Flunitrazepam (Schedule IV)	30 to 999 mgs	
All other Schedule IV drugs	Any amount	First Offense: Not more than 3 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual. Second Offense: Not more than 6 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual.
Flunitrazepam (Schedule IV)	Less than 30 mgs	
All Schedule V drugs	Any amount	First Offense: Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual. Second Offense: Not more than 2 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.

Federal Trafficking Penalties – Marijuana

QUANTITY	1 st OFFENSE	2 nd OFFENSE
1,000 kg or more mixture; or 1,000 or more plants	<ul style="list-style-type: none"> Not less than 10 years, not more than life If death or serious injury, not less than 20 years, not more than life Fine not more than \$4 million if an individual, \$10 million if other than an individual 	<ul style="list-style-type: none"> Not less than 20 years, not more than life If death or serious injury, mandatory life Fine not more than \$8 million if an individual, \$20 million if other than an individual
100 kg to 999 kg mixture; or 100 to 999 plants	<ul style="list-style-type: none"> Not less than 5 years, not more than 40 years If death or serious injury, not less than 20 years, not more than life Fine not more than \$2 million if an individual, \$5 million if other than an individual 	<ul style="list-style-type: none"> Not less than 10 years, not more than life If death or serious injury, mandatory life Fine not more than \$4 million if an individual, \$10 million if other than an individual

QUANTITY	1 st OFFENSE	2 nd OFFENSE
more than 10 kgs hashish; 50 to 99 kg mixture more than 1 kg of hashish oil; 50 to 99 plants	<ul style="list-style-type: none"> • Not more than 20 years • If death or serious injury, not less than 20 years, not more than life • Fine \$1 million if an individual, \$5 million if other than an individual 	<ul style="list-style-type: none"> • Not more than 30 years • If death or serious injury, mandatory life • Fine \$2 million if an individual, \$10 million if other than individual
1 to 49 plants; less than 50 kg mixture	<ul style="list-style-type: none"> • Not more than 5 years • Fine not more than \$250,000, \$1 million other than individual 	<ul style="list-style-type: none"> • Not more than 10 years • Fine \$500,000 if an individual, \$2 million if other than individual
10 kg or less		
1 kg or less		

State laws also provide similar penalties with regard to the simple possession, distribution, or possession with the intent to distribute a controlled dangerous substance. Simple possession of marijuana is a misdemeanor and carries a punishment of up to 1 year in the county jail. A second or subsequent conviction for simple possession of marijuana carries 2-10 years in the state penitentiary. Possession of marijuana with the intent to distribute is a felony and carries a punishment of 2 years to life in the penitentiary and a fine of up to \$20,000 for the first conviction. A second or subsequent conviction carries a punishment of 4 years to life in prison and a fine of up to \$40,000. Depending upon the quantity involved, a convicted individual could be sentenced under the Texas "Controlled Substances Act" which provides for much harsher penalties.

(<http://www.statutes.legis.state.tx.us/docs/HS/htm/HS.481.htm>)

Employees who are determined by the School to be in violation of any of the provisions of this Policy are subject to disciplinary action up to and including discharge from employment and will not be eligible for rehire with the School. Students who are determined to be in violation of any of the provisions of this Policy are subject to the disciplinary actions described in the memorandum and consent form signed by student.

Furthermore, according to state laws of Texas any person under the age of 21 years old found in possession of low-point alcohol can be convicted of a misdemeanor and punished by fines not exceeding \$300 or is expected to perform community service for the first offense. Person convicted for a second offense will be convicted of a misdemeanor and fined \$600. A person who furnishes low-point alcohol to anyone under 21 years of age will be convicted of a misdemeanor, fined up to \$500, or imprisoned in jail for one year. A person with an incurring second conviction will be fined \$2,500 and or a year in jail. (law.onecle.com/texas/penal/index.html)

COPYRIGHT INFRINGEMENT / PEER-TO-PEER FILE SHARING POLICY

Background

The Higher Education Opportunity Act (HEOA) was enacted on August 14, 2008, and reauthorizes the Higher Education Act of 1965, as amended (the HEA). The HEOA requires educational institutions to implement plans of action in order to deter and combat unauthorized distribution of copyrighted materials. Institutions are to also create policies directly targeting Peer-to-Peer (P2P) file sharing which include disciplinary actions.

Institutions that are required to adhere to the PPA (Program Participation Agreement) must certify to the U.S. Department of Education that policies have been created and are in place to deter copyright violation. The PPA governs institution participation in Title IV and violations of the PPA may result in administrative actions by the Department of Education, including limitation, suspension, or termination of participation in Title IV.

Definitions

Copyright

Copyright is an area of law that provides creators and distributors of creative works with an incentive to share their works by granting them the right to be compensated when others use those works in certain ways. Specific rights are granted to the creators of creative works in the U.S. Copyright Act (title 17, U.S. Code). If you are not a copyright holder for a particular work, as determined by the law, you must ordinarily obtain copyright permission prior to reusing or reproducing that work.

There are some specific exceptions in the Copyright Act for certain academic uses, and permission is never required for certain other actions, such as reading or borrowing original literary works or photographs from a library collection.

Fair Use

A provision for fair use is found in the [Copyright Act at Section 107](#). Under the fair use provision, a reproduction of someone else's copyright-protected work is likely to be considered fair if it is used for one of the following purposes: criticism, comment, news reporting, teaching, scholarship, and research. If the reproduction is for one of these purposes, a determination as to whether the reproduction is fair use must be made based upon four factors:

- The purpose and character of use (principally, whether for commercial or nonprofit educational use);
- The nature of the copyright-protected work;
- The amount and substantiality of the portion used; and
- The effect of the use being evaluated upon the potential market for or value of the copyright-protected work.

Peer-to-Peer (P2P)

Peer-to-Peer (P2P) is file sharing of copyrighted materials through online networks and communities (examples: Napster, KaaZa, and Limewire). P2P file sharing in itself is not illegal; however, it is often used for unauthorized downloading and uploading of copyright-protected material such as music, movies, video games, computer software, and photographs. Several courts have determined that substantial P2P file sharing of copyright-protected works generally does not fall within the fair use defense. Our students or staff members who engage in substantial P2P file sharing of copyright-protected materials may be subject to serious liability.

Items Protected by Copyright

The rights granted by the Copyright Act are intended to benefit "authors" of "original works of authorship". This means that virtually any creative work that you may come across—including books, magazines, journals, newsletters, maps, charts, photographs, graphic materials, and other printed materials; unpublished materials, such as analysts' and consultants' reports; and non-print materials, including electronic content, computer programs and other software, sound recordings, motion pictures, video files, sculptures, and other artistic works—is almost certainly protected by copyright.

To avoid confusion and minimize the risk of copyright infringement, our institutions interpret the following situations as fair use:

- Quotation of short passages in a scholarly or technical work for illustration or clarification of the author's observations.
- Reproduction of material for classroom use where the reproduction is unexpected and spontaneous – for example, where an article in the morning's paper directly relevant to that day's class.
- A summary of an address or article, which may include quotations of short passages of the copyright-protected work.

If your use does not meet the above criteria and the work is protected by copyright, you probably need to obtain permission to use the work from the copyright holder or its agent.

Our Position on Copyright Violations and P2P

Our institutions do not condone, nor accept responsibility for such behavior, even if performed on or with our schools' property. This applies to both students and staff members.

In the event of prosecution of a student or staff member for copyright violation, our institutions will assist law enforcement and will not defend or accept responsibility for such person's actions; they solely will be subject to any legal or monetary penalties imposed.

If copyright violation claims can be substantiated, our institutions may impose disciplinary action. The offending student or staff member may face reprimand, suspension that may include termination of employment or dismissal from our institution's academic programs.

For more information on Copyright Laws of the United States, please visit:

<http://www.copyright.gov/title17/>

BASIC FINANCIAL AID INFORMATION

Tulsa Welding School recognizes that in many instances individuals and their families are not able to meet the entire cost of education. Our Student Financial Services Department is available to assist students with developing a financial plan to pay for training.

Privacy Policy Statement

TWS is committed to safeguarding, preserving, and respecting the privacy rights of our students, prospective students, staff, and visitors. To learn more about how we do this, go to <https://stratatech.com/privacy-policy/>.

CODE OF CONDUCT FOR STUDENT LOANS

Our Campuses:

- May not solicit or accept a gift from a lending institution in exchange for any advantage or consideration related to student loans.
- May not engage in revenue-sharing arrangements with a lending institution.
- May not solicit, accept, or receive gifts from or on behalf of a lending institution, and such employees must report any instance of a lending institution attempting to give such a gift. However, food, refreshments, training or informational material furnished to an employee as part of training only are permitted.
- May not receive payment to serve on an advisory board of a lending institution, including being reimbursed for expenses.
- May not permit employees of a lending institution to staff its financial aid office or represent themselves as employees of the school.
- May accept promotional literature from a lending institution.
- Must inform borrowers of all options to borrow from the federal student loan programs, including explaining the terms and conditions that may be favorable, before it may provide that borrower a private loan.
- May not enter into an agreement or otherwise provide high-risk loans in exchange for concessions or promises to the lending institution that may prejudice other borrowers or create opportunity pools that balance that balance credit risk among students with different credit ratings.
- Must disclose the process and criteria by which it selected the lending institutions included on a Preferred Lender List (if applicable). Any decision to include a lending institution on the Preferred Lender List must be made based in the best interest of the borrowers, the list must be updated annually, and it must state that students may select any lender they choose and will not suffer any penalty for doing so.
- Must not accept opportunity loans or funds for private loans from lenders in exchange for benefits provided to the school or its borrowers in connection with a different type of loan.
- Must make reasonable inquiry to assure that the lender does not have an agreement to sell its loans to an unaffiliated lender unless that agreement is disclosed.
- May not direct borrowers to an electronic master promissory note or other loan agreement unless it allows the borrower to enter the lender code for any lender offering that type of loan.
- Does not assign for any first time borrower a loan to a particular lender, and does not refuse to certify or delay certification of any loan based on the borrower's selection of a particular lender.

For questions regarding Financial Aid or this policy, contact the financial aid office at your school. If you have concerns about the policy, please follow the Student Complaint/Grievance Procedure listed in the catalog.

PREVENTION OF FINANCIAL AID/SCHOLARSHIP FRAUD

Every year, millions of high school graduates and their families seek ways to finance the costs of a college education. In the process, they sometimes are either victimized by or unwittingly participate in federal student financial aid and scholarship scams and fraud. To help students and their families, Congress passed the College Scholarship Fraud Prevention Act of 2000, Pub. L. No. 106-420, 114 Stat. 1867, and it was signed into law on Nov. 1, 2000. This act established stricter sentencing guidelines for criminal financial aid fraud and charged the U.S. Department of Education, working in conjunction with the Federal Trade Commission (FTC), with implementing national awareness activities, including a financial aid fraud awareness page on the Department of Education website.

The Department of Education and the FTC have continued their consumer education efforts. Using a variety of media, including websites, booklets, brochures, flyers, posters, and bookmarks, the Department of Education and the FTC are disseminating information to help consumers avoid financial aid scams. The Department of Education materials also provide information about the major federal student aid programs. They remind students that there is no fee to submit the *Free Application for Federal Student Aid* (FAFSA) and that free assistance is available from the Department of Education, high school counselors, and college financial aid administrators when applying for aid.

According to the FTC, perpetrators of financial aid or scholarship fraud often use these telltale lines:

- The scholarship is guaranteed or your money back.
- You can't get this information anywhere else.
- I just need your credit card or bank account number to hold this scholarship.
- We'll do all the work.
- The scholarship will cost some money.
- You've been selected by a 'national foundation' to receive a scholarship.
- 'You're a finalist,' in a contest you never entered.
- We've helped over xx million find a student loan, let us help you!

To file a complaint, or for free information, students or parents should contact the FTC by calling 1.877.FTC.HELP (1.877.382.4357) or visit their website: www.ftc.gov/scholarshipscams.

Additional information can be obtained from the following websites:

- www.studentaid.ed.gov
- www.finaid.org/scholarships/fraudact.phtml
- www.finaid.org/scholarships/scams.phtml/

Consumer Disclosures and Student Right-to-Know Act

Student Disclosures

Federal regulations and the Student Right-to-Know Act require institutions participating in Federal Student Aid to provide additional disclosures to students. The disclosures are appended to this Student Handbook and include:

- Retention Rates
- Student Body Diversity
- On-Time Graduation Rates
- Disaggregated Completion / Graduation Rates
- Placement Rates
- Average Annual Starting Salaries
- Standard Occupational Classification (SOC) Codes for Occupations our Programs Prepare Students
- Average Cost for Graduates
- Median Debt Incurred by Graduates

Information related to these required disclosures will be distributed to all current and perspective students by July 1st each year via the school's website or in hard copy. Current and perspective students may request a copy of the disclosures at any time from the Campus President, Director of Admissions, or Director of Financial Aid.

The Annual Student Right-to-Know Information is attached as an addendum to this Handbook.

Textbook Information

Students should refer to the Textbook, Course Materials, and Gear Kit Itemization Listing for information and options concerning textbooks, course materials, and gear information for their academic program.

Voter Registration Information

Schools must make a good faith effort to distribute voter registration forms to their students. Students are sent an electronic copy of the Texas Voter Registration Form and are notified of where they may obtain copies of the form. Downloadable versions of this form are available on the Texas Elections and Voter Information website at: <http://www.sos.state.tx.us/elections/voter/reqvr.shtml>.

If you are not a resident of Texas, you can register to vote in your state by using the National Mail Voter Registration Form available on the U.S. Election Assistance Commission's website at: http://www.eac.gov/assets/1/Documents/Federal%20Voter%20Registration_1209_en9242012.pdf.

Additionally, voter registration forms can be obtained from the Student Services Office.

Constitution and Citizenship Day – September 17th

Institutions must comply with the "Consolidated Appropriations Act, 2005." The law states that "each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students served by the educational institution." The law requires that Constitution Day be held on September 17 of each year, commemorating the September 17, 1787 signing of the Constitution. However, when September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week.

The National Archives has a Web site with a scan of the U.S. Constitution available online at: http://www.archives.gov/national_archives_experience/charters/constitution.html

Please refer to the Student Bulletin Board for information on Constitution Day activities on/around September 17th.

NOTIFICATION OF RIGHTS UNDER FERPA

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

- I. The right to inspect and review the student's education records within 45 days of the day the school receives a request for access.
 - a) The student, or in the case of the student being a minor, the parent, should submit to the registrar or other appropriate official, a written request that identifies the record(s) the student wishes to inspect.
 - b) The school official will make arrangements for access and will notify the student of the time and place where the records may be inspected.
 - c) 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.
- II. 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) A student who wishes to ask the school to amend a record should write the school official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed.
 - b) If the school decides not to amend the record as requested, the school will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment.
 - c) Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
- III. The right to provide consent before the school discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

Exceptions to consent of disclosure include the following:

- a) The school discloses education records without the student or parent's prior written consent to school officials with legitimate educational interests. A school official is a person employed by the school in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the school has contracted as its agent to provide a service instead of using school employees or officials (such as an accrediting agency, attorney, auditor, or collection agent); a person serving on the Board of Directors; or a student serving on an official committee (such as a disciplinary or grievance committee), or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the school.
- b) The school discloses personally identifiable information from the student's education records without the student or parent's prior written consent to the Attorney General of the United States or to the Attorney General's designee in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes specified in Sections 2332b(g)(5)(B) and 2331 of title 18, U.S. Code. The institution is not required to record the disclosure of such information in the student's file. Further, if the institution has provided this information in good faith in compliance with an ex parte order issued under the amendment, it is not liable to any person for the disclosure of information.
- c) The school discloses information from a student's education records without the written consent or knowledge of the student or parent in order to comply with a lawfully issued subpoena or court order in the following three contexts:
 - i. Grand Jury Subpoena: The institution may disclose education records to the entity or persons designated in a federal grand jury subpoena. In addition, the court may order the

institution not to disclose to anyone the existence or context of the subpoena or the institution's response.

- ii. Law Enforcement Subpoena: The institution may disclose education records to the entity or persons designated in any other subpoena issued for a law enforcement purpose. As with federal grand jury subpoenas, the issuing court or agency may, for good cause shown, order the institution not to disclose to anyone the existence or contents of the subpoena or the institution's response. Notification requirements and recordation requirements do not apply.
 - iii. All Other Subpoenas: The institution may disclose information pursuant to any other court order or lawfully issued subpoena only if the school makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or student may seek protective action. The institution will record all requests for information from a standard court order or subpoena.
- d) The school discloses information from a student's education records without the written consent or knowledge of the student or parent in order to "appropriate parties in connection with an emergency, if knowledge of the information is necessary to protect the health and safety of the student or other individuals." Imminent danger to student or others must be present.
 - e) The school discloses information from a student's education records without the written consent of the student or parent "directory" information, such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell eligible students and parents about directory information and allow eligible students and parents a reasonable amount of time to request that the school not disclose directory information about them. Schools may not, however include certain "directory" information, such as social security numbers, citizenship status, gender, ethnicity, religious preference, grades, GPA, and daily class schedule.
- IV. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school 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 20202-5901

STUDENT GRIEVANCE PROCEDURE

Statement of Purpose

The primary objectives of this Student Grievance Procedure are to ensure that students have the opportunity to present grievances to the Institution regarding a certain action or inaction by a member of the Institution. The Institution has a consistent way of resolving those grievances in a fair and just manner.

A student may pursue a grievance if he or she believes that a member of the Institution has violated his or her rights. This Student Grievance Procedure applies to all formal grievances. The definition of a grievance is violation of written campus policies, procedures, or arbitrary, capricious, or unequal application of written campus policies or procedures.

Informal Resolution

Prior to invoking the procedures described below, the student is strongly encouraged, but is not required, to discuss his or her grievance with the person alleged to have caused the grievance. The discussion should be held as soon as the student first becomes aware of the act or condition that is the basis of the grievance. Additionally or in the alternative, the student may wish to present his or her grievance in writing to the person alleged to have caused the grievance. In either case, the person alleged to have caused the grievance must respond to the student promptly, either orally or in writing.

Initial Review

If a student decides not to present his or her grievance to the person alleged to have caused the grievance or if the student is not satisfied with the response, he or she may present the grievance in writing to the director or designee of the department or area where the person alleged to have caused the grievance is employed. Any such written grievance must be received by the director no later than 30 calendar days after the student first became aware of the facts that gave rise to the grievance. If the grievance is against the director of a department or area, the student should address his or her grievance to the next level director, Campus President, or appropriate authority. The director should conduct an informal investigation as warranted to resolve any factual disputes. Based upon the results of director's investigation, the director shall make a determination and submit his or her decision in writing to the student and to the person alleged to have caused the grievance within ten calendar days of conclusion of their investigation. The written determination shall include the reasons for the decision, shall indicate the remedial action to be taken if any, and shall inform the student of the right to seek review by the Campus President or designee.

Appeal Procedures

Within ten calendar days of receipt of the director's decision, a student who is not satisfied with the response of the director after the initial review may seek further review by submitting the written grievance, together with the director's written decision, to the Campus President or designee. Within 15 calendar days of receipt of the request for review, the Campus President shall submit his or her decision in writing to the student and to the person alleged to have caused the grievance. The written disposition shall include the reasons for the decision, and it shall direct a remedy for the aggrieved student if any.

ARBITRATION AGREEMENT

AGREEMENT TO BINDING INDIVIDUAL ARBITRATION AND WAIVER OF JURY TRIAL

("Arbitration Agreement")

Please read this carefully. It affects your rights.

Any disputes, claims, or controversies between me and Tulsa Welding School no matter how described, pleaded or styled (including class action claims), arising out of or relating to the Enrollment Agreement between me and Tulsa Welding School or relating in any manner to my relationship with Tulsa Welding School (other than disputes, claims, or controversies described below in the section titled "Exclusions for Borrower Defense Claims") that are not resolved in accordance with the Student Complaint/Grievance Procedure set forth in the School Catalog, shall be resolved by binding arbitration under the Federal Arbitration Act. In addition, except as described below in the "Exclusions for Borrower Defense Claims" section, any dispute as to the ability to arbitrate a particular issue or claim or the validity of the Enrollment Agreement, including this Arbitration Agreement, shall be resolved through arbitration. For purposes of this Arbitration Agreement, the terms "Tulsa Welding School," "you", "yours" or "School" mean Tulsa Welding School, its predecessors in interest, successors, assigns, parents, subsidiaries, divisions, and affiliates (the "TWS Entities"), and each of the TWS Entities' owners, shareholders, partners, members, officers, directors, employees, agents, representatives, heirs, executors, administrators, attorneys, insurers, and all persons acting by, through, under, or in concert with them, as well as any subsequent holders of the Enrollment Agreement. I understand that Tulsa Welding School is a trade name owned by StrataTech Education Group, and that the definitions of the terms "you", "yours" and "School" as used in this Arbitration Agreement encompasses StrataTech Education Group. The terms "I", "me", and "my" as used in this Arbitration Agreement mean the Student/Buyer and any Co-signer.

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

Exclusion for Small Claims Court Actions - Notwithstanding the preceding paragraph, either party may file an action in small claims court.

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

Exclusions for Borrower Defense Claims - 1) School will not compel any student to pursue a complaint based on allegations that would provide a basis for a borrower defense claim through arbitration or an internal dispute process before the student presents the complaint to an accrediting agency or government agency authorized to hear the complaint. For purposes of this Arbitration Agreement, "borrower defense claim" means a claim based on an act or omission that is or could be asserted as a borrower defense as defined in 34 C.F.R. § 685.206(c)(1); § 685.222(a)(5); § 685.206(e)(1)(iii); or (iv) § 685.401(a). 2) We agree that this Arbitration Agreement cannot be used to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court, or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or our provision of educational services for which the Direct Loan was obtained. We agree that the court has exclusive jurisdiction to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained. 3) We agree that neither we nor anyone else will use this Arbitration Agreement to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim, or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to lawsuits concerning other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

RIGHT TO REJECT: I may reject this Arbitration Agreement by mailing a signed rejection notice to 700 East Airport Freeway, Irving, TX 76052 within 20 days of the date that I sign the Enrollment Agreement. Any rejection notice must include my name, address, e-mail address and telephone number.

Choice of Arbitration Provider and Arbitration Rules - Unless you and I both agree to an alternative, the arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator and under the

AAA's Consumer Arbitration Rules in effect at the time the arbitration is brought (collectively the "AAA Rules"). Information about the arbitration process can be obtained from AAA at www.adr.org or 1-800-778-7879.

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

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

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

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

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

Survival, Severability: This Arbitration Agreement shall survive the termination of my relationship with you or any change in my enrollment status. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect. Any or all of the limitations set forth in this Arbitration Agreement may be specifically waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

IMPORTANT WAIVERS: NEITHER PARTY WILL HAVE THE RIGHT TO A JUDGE OR JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD AND AS DESCRIBED IN THE EXCLUSIONS ABOVE). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION (OTHER THAN AS DESCRIBED IN THE EXCLUSIONS ABOVE). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.



Drug-Free Workplace Policy Consent Form

The Drug and Alcohol Abuse Prevention Program and Policy have been revised in conformance with the current laws of the State of Florida. In accordance with the School's policy of maintaining a drug free workplace, Tulsa Welding School will continue a random drug testing program. Testing may be conducted either on site or at an approved collection site. Mandatory participation if you are selected is required, and your refusal will result in a suspension for no less than three (3) days from attending classes. Continued refusal shall be considered a deliberate attempt to disrupt Tulsa Welding School and could be grounds for termination.

The person who is found in possession of a controlled substance or tests positive for a first time violation will receive a reprimand to be placed in their file and will be required to enroll in an approved Chemical Dependency treatment program. Upon documented proof of completion of this treatment, the reprimand will be removed from the file. However, if a person does not complete the treatment program, the person will be terminated from school and the reprimand will remain in the file. A person found in possession of a controlled substance will be escorted from the School's premises immediately and be listed as absent for the day's shift.

Regardless of previous test activity, a person may be subject to another drug test at any time.

The person testing positive a second time will be given a reprimand that becomes a permanent part of their record, and will be terminated from the school.

Any person arriving at the School in a condition considered by the School staff as being impaired will be suspended immediately for that day and required to leave the premises. If an employee or student suspects that someone is impaired, please notify the Director of Education, Director of Student Services, the supervisor on duty, and/or the Campus President of this situation. This person will be subject to testing at any time as a result of such behavior.

Any verifiable evidence of a student attempting to or engaged in, the manufacture, sale, or distribution of any known controlled substance will be deemed grounds for immediate termination, and may also include the information being forwarded to the appropriate authorities.

Refusal to sign this Memo of Agreement will result in not starting the program.

I, **(Please Print)** _____, SSN (_____-_____-_____) have read the above memo and understand that I may at any time be asked to participate in a random drug test, and fully understand the consequences of my refusal to do so. Any evidence of my impairment observed by TWS staff may be deemed grounds for testing, and I agree to such testing.

STUDENT'S SIGNATURE

DATE



POLICY ACKNOWLEDGEMENTS AND CERTIFICATION STATEMENTS

NAME _____ SOC SEC # _____

STUDENT RIGHT-TO-KNOW DISCLOSURES

[] I acknowledge receipt of the Institution's most recent Student Right-to-Know Information that includes completion/graduation rates, graduate employment rates, general school and financial aid information, as well as various consumer-related policies including the most recent Campus Security Report. I am also aware of where I can obtain additional paper copies of this information.

DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM CONSENT

[] I have read and received the Drug-Free Workplace Policy and understand that I may at any time be asked to participate in a random drug test, and fully understand the consequences of my refusal to do so. Any evidence of my impairment observed by staff may be deemed grounds for testing, and I agree to such testing. I also understand that any verifiable evidence of attempting to or engaging in the manufacture, sale, or distribution of any known controlled substance will be deemed grounds for immediate termination, and may also include the information being forwarded to the appropriate authorities.

NOTIFICATION OF RIGHTS UNDER FERPA

[] I have received the Notification of Rights under FERPA and understand that I have the right to inspect and review my education record and the right to request amendments of my education records if I believe they contain inaccurate, misleading, or otherwise violate my privacy rights. I also understand that I have the right to provide written consent before TWS discloses personally identifiable information from my education records, except to the extent that FERPA authorized disclosure without consent. I understand that I have the right to file a complaint with the US Department of Education if I feel the institution failed to comply with the requirements under FERPA.

GRIEVANCE PROCEDURE

[] I have received a copy of the institution's Grievance Procedure as outlined in the school catalog. In the event I need to present a grievance regarding a certain action or inaction by a member of the institution, I will follow the procedural steps outlined in the policy.

ARBITRATION AGREEMENT

[] I have received and read the Agreement to Binding Individual Arbitration and Waiver of Jury Trial and have agreed to it as stated in my Enrollment Agreement. I understand that under the Arbitration Agreement, I will be required to submit covered claims and disputes between me and the school that are resolved in accordance with the Student Complaint / Grievance Procedure to binding individual arbitration.

COPYRIGHT AND PEER-TO-PEER FILE SHARING

[] I have read, received, and will abide by the institution's Copyright and Peer-to-Peer Sharing Policy regarding the unauthorized distribution of copyrighted materials and/or the sharing of copyrighted materials through online networks and communities. I understand that copyright violations can result in disciplinary action taken to include reprimand, suspension, and/or possible expulsion from school depending on the seriousness of the violation.

STUDENT CODE OF CONDUCT

[] I have read and received a copy of the institution's code of conduct. I understand that while attending the institution, I am expected to display the highest degree of ethical and professional conduct at all times. I also understand that all school employees are allowed to enforce the Code of Conduct. I agree to abide by its terms and understand that violations may result in penalties including reprimand, suspension, and/or dismissal, depending on the seriousness of the violation.

STUDENT'S SIGNATURE

DATE