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Consumer Information Guide 2015-2016

All institutions participating in federal financial student aid programs are required to provide enrolled and potential students and current and prospective employees' available consumer information. This guide provides you with important information and institutional policies. Where applicable, each section lists specific locations where additional information is available. To request and receive this information in writing, contact a student advisor or designee at (602) 943-2311 or (866) 948-4636 during regular business hours.

Students should contact a student advisor at inquiries@west.edu or (866) 948-4636 for additional information on consumer information.

University Information

Western International University (West) was founded in 1978 as a private, nonprofit institution and was regionally accredited in 1984. In 1995, West was acquired by Apollo Education Group, Inc., and became a for-profit subsidiary of one of the leading educational corporations in the United States.

In keeping with its mission, Western International University provides programs with a broad educational foundation to prepare students for leadership positions.

West is headquartered in Arizona, the Grand Canyon State. Its ground campus is conveniently located in Tempe, Arizona. Campus classrooms are designed to encourage student and faculty interaction and discussion. Computer facilities for hands-on instruction are readily available to students, as are various audio-visual aids. The state-of-the-art Learning Resource Center at the Tempe campus provides access to many resources. West offers degree programs at its Tempe-campus as well as online.

Further information regarding Western International University is available on the University's website www.west.edu. A print copy of the University Catalog may be requested by calling (602) 943-2311 or 1(866) 948-4636.

All institutions participating in federal financial student aid programs are required to provide enrolled and potential students and current and prospective employees' available consumer information. This guide provides you with important information and institutional policies. Where applicable, each section lists specific locations where additional information is available. To request and receive this information in writing, contact a student advisor or designee at (602) 943-2311 or (866) 948-4636 during regular business hours.

Students should contact a student advisor at (602) 943-2311 or (866) 948-4636 or <http://www.west.edu/contact-info> for additional information on consumer information.

Ownership Information

Western International University is a subsidiary of Apollo Education Group, Inc. Apollo Education Group, Inc. has one class of non-voting stock, which is publicly traded on the NASDAQ Stock Exchange under the symbol "APOL."

The Parent files quarterly and annual financial statements with the U.S. Securities and Exchange Commission and these are available to the general public. The University's central administration offices are located in Tempe, Arizona.

Mission Statement

Western International University provides a broad educational foundation, including a focus on business and technology, designed to prepare students for leadership positions in a dynamic, global marketplace.

Core Values

- Learning
- Academic Quality
- Student Service
- Global Awareness
- Integrity

Accreditation

Western International University is accredited by the Higher Learning Commission (<http://hlcommission.org>). Since 1984, Western International University has been continually accredited by the Higher Learning Commission and its predecessor. Western International University obtained its most recent 10-year Reaffirmation of Accreditation in 2012-13. A comprehensive evaluation is scheduled for 2016-17, and the next Reaffirmation of Accreditation is scheduled for 2022-23. For more information about Western International University accreditations and licensures, please visit <http://west.edu/why-west/accreditation.html>.

For additional information, contact ncahlc.org

Copies for review of Western International University accreditation and licensure may be obtained upon written request to: Office of the President Western International University 1601 W. Fountainhead Parkway, Tempe, AZ 85282

State Approvals

Western International University is licensed by the following state regulatory agencies:

- Alabama Commission for Higher Education (ACHE) Certificate of Approval
- Alabama Department of Postsecondary Education (ADPE) Licensure
- Arizona State Board for Private Postsecondary Education
- Arkansas Higher Education Coordinating Board certification does not constitute an endorsement of any institution, course or degree program. Such certification merely indicates that certain minimum standards have been met under the rules and regulations of institutional certification as defined in Arkansas Code §6-61-301
- State of Georgia Nonpublic Postsecondary Education Commission Certificate of Authorization
- Maryland Higher Education Commission Approval
- Western International University is authorized by the Tennessee Higher Education Commission. This authorization must be renewed each year and is based on an evaluation by minimum standards concerning quality of education, ethical business practices, health and safety, and fiscal responsibility
- State of Wisconsin Educational Approval Board Certification
- Wyoming Department of Education

Click here (<http://west.smartcatalogiq.com/en/2014-2015/Catalog/State-Specific-Requirements>) for further State-Specific Information.

State Authorization Reciprocity Agreement

Western International University is an approved institution under the State Authorization Reciprocity Agreement (SARA), and therefore has reciprocity for approval of distance education with other SARA-approved states.

SARA is an agreement among member states, districts and territories that establishes comparable national standards for interstate offering of postsecondary distance education courses and programs. It is intended to make it easier for students to take online courses offered by postsecondary institutions based in another state. SARA is overseen by a National Council and administered by four regional education compacts.

For more information visit the National SARA Council www.nc-sara.org, or the Arizona SARA Council www.azsara.arizona.edu.

Memberships

Western International University holds membership in the following associations or organizations:

- American Association of Collegiate Registrars and Admissions Officers (AACRAO)
- American Council on Education (ACE)
- Arizona Veterans Programs Association (AVPA)

- Better Business Bureau (BBB)
- Council for Adult and Experiential Learning (CAEL)
- Council on Higher Education Accreditation (CHEA)
- Independent Colleges and Universities of Arizona (ICUA)
- NAFA: Association of International Educators (NAFSA)
- Pacific Association of Collegiate Registrars and Admissions Officers (PACRAO)
- Professional and Organizational Development Network (POD)
- University Continuing Education Association (UCEA)
- Western Association of Student Financial Aid Administrators (WASFAA)

Federal–State–Regional

Better Business Bureau (BBB) Accreditation

In addition to post-secondary educational institution accreditation, West has also attained accreditation as a business through the Better Business Bureau (BBB). Visit <http://www.bbb.org/phoenix/> to view the online BBB Reliability Report for Western International University.

West is proud to continue to receive BBB Accreditation and the highest A+ rating awarded by the BBB. West has been a BBB Accredited business since 1995 and meets the stringent BBB Code of Business Practices, or accreditation standards that BBB sets for businesses.

The BBB ratings are based on detailed information and experience in seventeen key areas. While a BBB rating is not a guarantee of a business' reliability or performance, it does indicate the BBB's degree of confidence that the business upholds the BBB Standards for Trust and attempts to address customer concerns in good faith.

West is proud of our A+ BBB rating and pledges to continue upholding the BBB Standards for Trust with our students, faculty, staff, and community.

Federal

Western International University has been approved by the Department of Education to participate in each of the following listed Title IV, HEA programs:

- Federal Pell Grant Program
- Federal Direct Student Loan Program
- Federal Supplemental Educational Opportunity Grant Program

Additional Information

Copies for review of Western International University's accreditation and licensure may be obtained by sending a written request to the following address:

Office of the President
Western International University
1601 W Fountainhead Parkway
Tempe, AZ 85282

State Boards

In Alabama, the student may contact the Alabama Commission on Higher Education, 100 North Union Street, Montgomery, AL 36104, telephone (334) 242-1998, and/or the Alabama Department of Postsecondary Education, 135 South Union Street, P.O. Box 302130, Montgomery, AL 36130, telephone (334) 293-4500.

In Arizona, the student may contact the Arizona State Board for Private Postsecondary Education, 1400 W. Washington, Room 260, Phoenix, AZ 85007, telephone (602) 542-5709.

In Arkansas, the student may contact the Arkansas Department of Higher Education, 114 East Capitol Avenue, Little Rock, AR 72201-3818, telephone (501) 371-2065.

In Georgia, the student may contact the Georgia Commission, Nonpublic Postsecondary Education Commission, 2082 East Exchange Place, Suite 220, Tucker, GA 30084, telephone (770) 414-3306.

In Maryland, the student may contact the Maryland Higher Education Commission, 6 North Liberty Street, Baltimore, MD 21201, telephone (800) 974-0203; or they may contact the Attorney General at 200 St. Paul Place, Baltimore, MD 21202, telephone, (410) 576-6300 or (888) 743-0023, TDD (410) 576-6372; www.oag.state.md.us.

In Tennessee, the student may contact the Tennessee Higher Education Commission, 404 James Robertson Parkway, Nashville, TN 37243-0830, telephone (615) 741-5293.

In Wisconsin, the student may contact the Wisconsin Educational Approval Board, 30 West Mifflin Street, 9th Floor, P.O. Box 8696, Madison, WI 53708, telephone (608) 266-1996.

In Wyoming, the student may contact Wyoming Department of Education, Cheyenne Office, 2300 Capital Avenue, Hathaway Building 2nd Floor, Cheyenne, WY 82002-0050, (307) 777-7690.

Students may obtain a copy of the University's accreditation and/or license documents, or information on how to contact any of the agencies that regulate the University, by contacting the Apollo Legal Department at (480) 557-1818.

Contact Information

General contact information questions regarding available programs, facilities, finance issues, or general institutional issues should be directed to your local campus, inquiries@west.edu, <http://west.edu/contact-us>, or call (866) 948-4636 or (602) 943-2311.

Management

The West management team (<http://west.edu/west-management>) provides the focus, direction, and leadership for every aspect of University administration.

Faculty

Western International University faculty members are accomplished managers, technology leaders, professional educators, corporate executives, financial officers, human services professional, and leaders in other professional areas. A listing of faculty can be viewed by clicking here (<http://west.smartcatalogiq.com/en/2014-2015/Catalog/Copy-of-Faculty>).

Academic Information

Academic program offerings and instructional facilities vary according to geographic area and delivery mode (campus or online). Not all programs are available at all locations.

Programs

Western International University offers undergraduate and graduate programs in business, business administration, international business, accounting, management, human resource management, behavioral science, information systems and technology, and leadership. Detailed information regarding academic programs can be viewed at <http://west.edu/online-degree-programs> and the Academic Programs Section.

Admissions and program requirements vary by state. Please refer to the University Academic Catalog for state and/or program information.

Program Improvement

Western International University is committed to promoting a culture of continuous quality improvement across the institution. University administration and faculty ensure programs are of high academic quality by regularly assessing and updating program content and learning outcomes. Multiple assessment techniques are used to assess student learning and results are used to revise programs and train faculty for improvement of student learning and the overall academic experience.

Students or potential students may obtain a copy of the improvement plan for a specific program by contacting:

Office of Academic Affairs
1601 West Fountainhead Parkway
Tempe, AZ 85282
(602) 943-2311 or (866) 948-4636

Transfer Plans

Information regarding criteria used to evaluate the transfer of credit earned at another institution is located at <http://west.edu/earned-credit/transfer-credit-options>.

For additional information about course transfer credits, students may speak with a student advisor at (866) 948-4636 or (602) 943-2311, or email inquiries@west.edu.

Articulations Agreements

A listing of college articulation agreements is available here: <http://www.west.edu/earned-credit/transfer-credit-options>.

Services and Information

American Disabilities Act

We believe education should be accessible to everyone. If you have temporary health issues or a permanent disability, we have services to help meet your needs. Western International University recognizes and accepts its obligation under Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act (ADA) of 1990, and the ADA Amendments of 2008, prohibiting discrimination on the basis of a disability and requiring the University to provide reasonable accommodations to otherwise qualified disabled students in all University programs, activities, and employment.

The Western International University® (West) Disability Services Office provides services to students with temporary health issues or permanent disabilities. Explore the link (<http://west.edu/student-services/education-resources/disability-services.html>) to find additional information about disability accommodations, eligibility requirements, and how to apply for accommodations through the Disability Services Office. We're here to assist you in a timely manner, regardless of location or modality of your course of study.

After you complete the application process, (<http://west.edu/student-services/education-resources/disability-services.html>) a disability services advisor will work with you to determine eligibility and identify what types of accommodations are available. Once you work with the disability services advisor to complete a *Student Accommodation Agreement*, faculty members will be notified of any accommodations that they need to implement. We will not disclose health issues or specific diagnoses. It's your choice whether to disclose your health information to faculty members or classmates.

Individuals who require assistance during an emergency situation must self-disclose this need to a Disability Services Advisor. The Disability Services Advisor, in conjunction with the Campus Security Authority, should develop a personal emergency plan for the student, including specific notification and evacuation procedures which would be utilized in the event of an emergency, regardless of whether the student intends to apply for or receives classroom accommodations.

Disability Services Advisors

Leslie Wynkoop
(602) 943-2311 x 4291031
leslie.wynkoop@west.edu

Keith Walters
(602) 943-2311 x 4291106
keith.walters@west.edu

504 Coordinator

Dr. Christopher Davis
(602) 429-1112
christopher.davis@west.edu

Accommodations for Students

Western International University® (West) strives to provide you with pertinent eligibility information and help you formally request assistance to meet your temporary or permanent disability needs. We never forget that our students are here to learn, and we're here to help.

Possible Accommodations

Accommodations are determined on a case-by-case basis, depending on the student's particular circumstances.

Accommodations are available for otherwise qualified students who suffer from a temporary or permanent health situation and complete the accommodation application process.

Any individual (1) with a physical or mental impairment that substantially limits a major life activity; (2) has a record of such an impairment; or (3) is regarded as having such an impairment, may qualify under the Americans with Disabilities Act (ADA). Please consult with a disability services advisor for more information.

Examples of possible accommodations:

- Additional time for individual assignments or tests
- Screen-reading software
- Typing software
- Printed materials
- Sign language interpreters
- Note takers

Temporary Health Situations

Students experiencing a temporary health situation that limits the ability to perform coursework may qualify for temporary accommodations. Examples of temporary situations may include a broken bone, surgery complications, emergency hospitalization, treatment for temporary health conditions, or pregnancy complications, among others.

Permanent Health Situations

Students experiencing a permanent health situation that limits their ability to perform their schoolwork may qualify for permanent accommodations. Examples of permanent situations may include deafness, blindness, low vision, learning disabilities, chronic illnesses, cancer, fibromyalgia, emotional or mental health issues, treatment for debilitating illnesses or recovered drug or alcohol abuse, speech disorders, spinal cord or traumatic brain injury, post-traumatic stress, or ADD/ADHD, among others.

Student Disability Handbook

Login to your my.west.edu account and select the Resources tab, ADA Policy link under Other Resources.

Applying for Accommodations

All requests for accommodations follow a standard process managed through the Disability Services Office.

HOW TO APPLY FOR ACCOMMODATIONS

1. Student Rights and Responsibilities

Read, sign and return the Student Rights & Responsibilities form to the Disability Services Office to acknowledge a clear understanding of your rights and responsibilities under the University's accommodation process.

2. Student Self-Disclosure

Complete, sign and return the Student Self-Disclosure Statement disclosing a formal request for accommodations under the Americans with Disabilities Act (ADA).

3. Student Release of Information

The Student Release of Information form informs the Disability Services Office of the diagnosing professional who will be providing the medical documentation (see below) or filling out the *Student Disability Information/Verification* form. Please fill out this information, if necessary, and return with your completed paperwork.

4. Student Disability Information/Verification

The Student Disability Information/Verification form should be fully completed by your diagnosing professional (i.e., physician, psychologist, or psychiatrist). The diagnosing professional will need to complete the form in its entirety; otherwise, additional information may be needed. **Note:** A diagnosis, classroom limitations and specific recommendations for accommodations by a doctor or other legally acceptable health care professional as defined by the ADA are usually required. Please make sure to leave the doctor's, psychiatrist's, psychologist's, or other appropriate health care professional's office with paperwork, letters, forms,

and testing information filled out correctly. It is your responsibility to provide proper documentation (see "Medical Documentation" below).

5. **Return Completed Paperwork**

Return completed paperwork to the Disability Services Office as soon as possible.

6. **Application Review**

The Disability Services Office will review your application to verify your eligibility for disability services and determine whether the requested accommodations or any other accommodations might be reasonable.

7. **Student Accommodation Agreement**

Once reviewed, the Disability Services Advisor will contact you to discuss any reasonable accommodations that might be available to you. After you and the Disability Services Advisor reach an agreement regarding the accommodations to be provided, the *Student Accommodation Agreement* will be sent to you. Any agreed-upon accommodations will be documented in the *Student Accommodation Agreement* for you to sign and return to the Disability Services Advisor.

8. **Making Accommodations**

Accommodations will be made available once the Disability Services Advisor has received the signed *Student Accommodation Agreement*. Accommodations are not typically retroactive.

Requesting a Copy of Your Accommodation File

Once you apply for accommodations, your complete accommodations file will be housed in the Disability Services Office. Request to view the file can be made by completing the Student Release of the ADA File Information form.

MEDICAL DOCUMENTATION

For students seeking disability services, verification is required. The first option for students is to provide documentation from the diagnosing professional verifying the current condition of the student's disability to the Disability Services Office. This option generally provides sufficient disability documentation.

If the only available documentation does not reflect the student's current disability or impairment, the Disability Services Office can help identify other forms of verification, such as a history of accommodations received while enrolled in a previous educational institution. The student's former educational institution can provide verification of disability accommodations; that the educational institution supports the medical verification; and the dates the student attended the educational institution.

Please note that students may be required to provide a copy of medical documentation from the diagnosing professional accompanying the letter and accommodation information from the previous educational institution.

Students having trouble securing appropriate documentation of disability, should contact their Disability Services Advisor.

Vaccination and Immunization

West does not require immunizations for attendance. Students wanting more information on immunizations and flu prevention, please visit www.cdc.gov/vaccines and www.cdc.gov/flu.

Register to Vote

The National Mail Voter Registration Form can be used to register U.S. citizens to vote, to update registration information due to a change of name, make a change of address or to register with a political party. You must follow the state-specific instructions listed for your state. After completing the form, you must sign your name where indicated and send it to your state or local election office for processing.

The national form also contains voter registration rules and regulations for each state and territory. For more information about registering to vote, contact your state election office at http://www.eac.gov/voter_resources/contact_your_state.aspx.

Register to vote by following your state-specific instructions and using the National Mail Voter Registration form at http://www.eac.gov/voter_resources/register_to_vote.aspx.

Campus Safety and Security

The University **Campus Safety Policies**, <http://west.edu/content/dam/westedu/pdf/West-Campus-Safety-Policies.pdf>, have been prepared to increase Western International University community's awareness of current programs that exist to protect its members' safety and well-being and to satisfy the requirements of the Safe and Drug Free Schools and Communities Act, Clery Act and VAWA. The information included relates to the following topics:

- Alcohol and other drug abuse
- Annual crime statistics
- Available counseling programs
- Crime prevention
- Emergency Mass Notification
- Health Risks
- Information related to campus safety
- Legal effects of alcohol and other drug use
- Prohibited use or distribution of alcohol and other drugs
- Safety and awareness
- Violence Against Women Act and sexual assault information

The information is intended to provide a general description of Western International University campus safety policies; however, it is not intended to serve as a contractual agreement between the University and the recipient. Additionally, the University will disseminate and publicize, for each of its campus locations, crime statistics from the most recent calendar year and two preceding calendar years.

Visit <http://west.edu/campus-safety.html> to access a PDF file of the University Campus Safety Policies.

Campus Crime Statistics

This report is compiled in conjunction with Western International University Campus Safety Policies. The following statistics are in accordance with definitions used in the Uniform Crime Reporting System of the Department of Justice and FBI. The data includes all crimes reported to the police or a Western International University campus security authority. If a crime has occurred, but has not been reported, it cannot be reflected in the following statistics. For this reason, Western International University encourages everyone to report all crimes to their designated campus security authority or local law enforcement agency.

Campus crime statistics are available electronically at: <http://west.edu/content/dam/westedu/pdf/West-Campus-Safety-Policies.pdf> and at <http://www.west.edu/campus-crime-statistics.html> or by requesting a printed copy from West's security authority.

Western International University expressly reserves the right to modify or to adopt additional campus policies and procedures relating to campus safety, at any time without notice.

NOTE: Please use the latest version Internet browser when reviewing the campus crime statistics. Google Chrome is recommended.

Statement of Policy on Sex Offender Registration

The Federal Campus Sex Crimes Prevention Act requires colleges and universities to issue a statement advising the campus community where state law enforcement agency information concerning registered sex offenders may be obtained. The Act also mandates that sex offenders who are already required to register in a state to provide notice of each institution of higher education in that state at which the offender is employed or is a student.

To learn the identity of registered sex offenders on or near a campus, or anywhere in the United States, visit the Sex Offender databases at <http://www.sexoffender.com> or <http://www.nsopw.gov/Core/Portal.aspx>. You can search by city, county, or zip code. This information is collected by other agencies and this institution cannot guarantee this information is correct or complete. The information provided here is intended to be in compliance with the Clery Act and for campus safety purposes only. It should not be used to intimidate, threaten, or harass. Misuse of this information may result in prosecution.

Emergency Mass Notification Policy

Apollo Education Group, (Apollo), and Western International University (West), have established an emergency mass notification process that includes emergency escalation processes, mass notifications, and supporting systems. These processes enable Apollo and West to contact or send notices, alerts or warnings without delay to employees, faculty, and students in the event of an emergency, dangerous or otherwise high-risk situation at a West site.

Apollo and West maintain emergency management policies, procedures, and systems to protect lives and property, and to continue necessary critical functions and essential services. An emergency is defined as a situation that poses an immediate threat to the health or safety of someone in the University community at a West site or that significantly disrupts programs and activities.

The Emergency Mass Notification Policy applies to all employees, faculty, and students of West in the event of an emergency, dangerous or otherwise high-risk situation at a West site.

The policy can be viewed in its entirety in the Campus Safety Policies (<http://west.edu/content/dam/westedu/pdf/West-Campus-Safety-Policies.pdf>) or by requesting a printed copy from the campus.

Campus Security Authority

The West Campus Security Authority will assist in the safety of the University community by serving as contact for University security issues. The contact information of the Campus Security Authority can be found at <http://west.edu/campus-safety.html>.

Violence Against Women Act (VAWA)

Western International University is firmly committed to creating and maintaining a community in which students, faculty, and staff work in an atmosphere free from all forms of improper or unlawful harassment, discrimination, exploitation, intimidation or violence. West complies with the Violence Against Women Reauthorization Act of 2013 (VAWA) and further details can be viewed in the Campus Safety Policies (<http://west.edu/content/dam/westedu/pdf/West-Campus-Safety-Policies.pdf>).

Title IX Policy

Title IX - Sex Discrimination, Sexual Harassment, and Sexual Assault

In accordance with federal law, including Title IX of the Education Amendments of 1972, Western International University does not discriminate on the basis of sex in its education programs and activities. Individuals with questions, concerns or a complaint related to sex discrimination, sexual harassment, or sexual assault may contact the University's Title IX Coordinator:

Dr. Christopher Davis

Western International University
Title IX Coordinator
Mail Stop: CF-SX01
4025 S. Riverpoint Parkway
Phoenix, Arizona 85040
Phone: (602) 429.1112
Fax: (602) 383.9756
Email: TitleIX@west.edu

Campus Security Authority Contact:

Melissa Mills

Phone: (602) 943-2311 x 4291013
Email: Melissa.Mills@west.edu

Alcohol and Drug Abuse Prevention

Drug abuse affects all aspects of American life. It threatens the workplace as well as our homes, our schools, and our community. The U.S. Department of Education requires institutions of higher education to implement a drug prevention and awareness program for their students and employees. West abides by federal Drug-Free Workplace and Drug-Free Schools and Community Act regulations regardless of individual state legalization.

Students are expected to conduct themselves ethically, honestly and with integrity as responsible members of the University's academic community. Any member of the University community found consuming or selling alcohol or other drugs on University property, including attending class or meeting with campus personnel, is subject to disciplinary action up to and including dismissal from the University, depending on the seriousness of the situation. All alcohol and other drug abuse policies, prevention and referrals can be viewed in the Campus Safety Policies 15(<http://west.edu/content/dam/westedu/pdf/West-Campus-Safety-Policies.pdf>).

Prohibition of Illicit Drug Use

The University community must adhere to a code of conduct that recognizes the unlawful manufacture, sale, delivery, unauthorized possession, or use of any illicit drug is prohibited on property owned or otherwise controlled by the Western International University. If an individual associated with the University is apprehended for violating any drug or alcohol related law when on University property, or participating in a University activity, the University will fully support and cooperate with federal and state law enforcement agencies. The University enforces a "Zero Tolerance" policy regarding underage drinking.

Underage possession and/or consumption of alcoholic beverages are not permitted on property owned or controlled by the University and the state laws will be enforced.

Also, intentionally or knowingly selling, or intentionally or knowingly furnishing alcoholic beverages to persons under the age of 21, or to persons obviously inebriated, is not permitted on property owned or controlled by the University.

Federal Financial Aid Penalties for Drug Violations

According to the Higher Education Act (HEA), students convicted for a drug offense that occurred during a period of enrollment while they were receiving Federal Financial Aid may lose eligibility for Federal Financial Aid. Federal Aid includes Federal Pell and FSEOG Grants, Federal Work Study, Federal Perkins Loans, Federal Stafford Loans, Federal PLUS Loans, Graduate PLUS Loans, and other financial assistance.

The Free Application for Federal Student Aid (FAFSA) asks students if they have been convicted of a drug-related offense. If the student answers 'Yes' to the question then they will be sent a worksheet by the federal processing center in order to determine if the conviction affects eligibility for aid. Should the financial aid office be notified that a student has been convicted of sale or possession of illegal drugs, the financial assistance will be suspended immediately. For the purposes of federal financial aid eligibility, the following events are not counted as convictions:

- convictions reversed, set aside, or removed from the student's record,
- convictions occurring during periods of non-enrollment,
- convictions received as a juvenile, except that the conviction is counted if the individual was tried as an adult and convicted.

Failure to answer the question automatically disqualifies students from receiving federal financial aid. Answering this question falsely could result in fines, imprisonment, or both.

More information about federal penalties and sanctions is located at <http://www.justice.gov/dea/druginfo/ftp3.shtml>

Penalties for Drug Convictions

The financial aid consequences of a drug conviction vary depending on the type of crime and the number of offences incurred by the student.

Possession of Illegal Drugs

- First Offense: Loss of eligibility for federal financial aid for one year from the date of conviction.
- Second Offense: Loss of eligibility for federal financial aid for two years from the date of conviction.

- Third and Subsequent Offenses: Indefinite ineligibility for federal financial aid, from the date of conviction.

Sale of Illegal Drugs

- First Offense: Loss of eligibility for federal financial aid for two years from the date of conviction.
- Second and Subsequent Offenses: Indefinite ineligibility from the date of conviction.

If the student was convicted of both possessing and selling illegal drugs, and the periods of ineligibility are different, the student will be ineligible for the longer period.

How to Reduce the Period of Ineligibility or Regain Eligibility

The student may regain eligibility:

- The day after the period of ineligibility ends,
- When the student successfully completes a qualified drug rehabilitation program, or
- If the student passes two unannounced drug tests given by a qualified rehabilitation program.

Students denied eligibility for an indefinite period can regain it after successfully completing a qualified rehabilitation program, passing two unannounced drug tests from such a program, or if a conviction is reversed, set aside, or removed from the student's record so that fewer than two convictions for sale or three convictions for possession remain on the record. In such cases, the nature and dates of the remaining convictions will determine when the student regains eligibility.

Students who regain eligibility during the award year, should notify the financial aid office immediately so that they might receive any eligible financial aid which they are entitled to receive.

It is the student's responsibility to certify that a rehabilitation program was successfully completed, as with the conviction question on the FAFSA. The University is not required to confirm the reported information unless conflicting information is determined.

Qualified Drug Rehabilitation Program

A qualified drug rehabilitation program must include at least two unannounced drug tests and must satisfy at least one of the following requirements:

- Be qualified to receive funds directly or indirectly from a federal, state or local government
- Be qualified to receive payment directly or indirectly from a federally or state-licensed insurance company
- Be administered or recognized by a federal, state or local government agency or court
- Be administered or recognized by a federal, state-licensed hospital, health clinic, or medical doctor

Convictions for Offenses that Occurred during Enrollment

Federal regulations require enrolled students convicted of a drug offense after receiving federal financial aid, to notify Student Financial Services immediately. The student may be ineligible for further aid in that academic year and required to pay back all federal aid received after the date of conviction. The Student Financial Services will work with the student regarding all of the available options.

Institutional Sanctions for Alcohol and Drug Violations

Any member of the University community found possessing or selling illegal drugs on University property shall be subject to discipline on a case-by-case basis.

- Discipline will be based on the seriousness of the situation.
- A case may result in dismissal from the University.
- In all cases, the University will abide by local, state and federal sanctions regarding unlawful possession of drugs and the consumption of alcohol.
- Additional state penalties and sanctions may also apply.

The University has adopted a zero-tolerance policy regarding alcohol and drug violations.

Student Right-to-Know Statistics

Gainful Employment

To review the on-time completion rates, median loan debt of graduates, and other important consumer information for each program, please visit:

<http://west.edu/online-degree-programs>

Graduation Rates

In accordance with the Higher Education Act (HEA) of 1965, as amended, each postsecondary educational institution must publish information regarding graduation rates as defined by the National Center for Education Statistics (NCES). This graduation measure includes the cohort of full-time, first-time (FTFT) degree/certificate-seeking students and tracks their completion status at 150% of the normal time to complete all requirements of their program of student. A first-time student is defined as a student who has no prior postsecondary experience attending any institution for the first time at the undergraduate level. Data are collected on the number of students entering the institution as first-time, full-time (FTFT) degree- and/or certificate-seeking undergraduate students in a particular cohort year. Graduation rates are disaggregated by race and ethnicity, gender and federal financial aid grant or loan funds. The graduation rates shown below represent students from the 2008–2009 cohort and the percentages of those students who graduated within 150 percent by Aug. 31, 2014.

The table below shows FTFT undergraduate students and is derived from the Integrated Postsecondary Education Data System (IPEDS) graduation rate survey, although shown in aggregate rather than by degree/award type. The University is a nontraditional institution that caters to a wide variety of students, including many who have previously attended another institution of higher education, and would not be classified as first-time students.

The table includes recipients of Pell Grants or subsidized loans, or neither type of aid during the 2008–2009 cohort year (September 1 - August 31).

**Table 1: FTFT Degree or Certificate-seeking Undergraduate Students
in the 2008-2009 Cohort**

	Enrolled FTFT Undergraduates	Enrolled FTFT Undergraduates Graduated Within 150% Timeframe Allowed	Graduation Percent Enrolled FTFT Undergraduates
Totals	85	2	2%
Male	35	2	6%
Female	50	0	0%
Nonresident Alien	2	0	0%
Hispanic/Latino	11	1	9%
American Indian or Alaska Native	3	0	0%
Asian	1	0	0%
Black or African American	10	0	0%

Native Hawaiian or Other Pacific Islander	0	0	0%
White	42	1	2%
Race or Ethnicity Unknown	16	0	0%
Pell Grant Recipients	27	0	0%
Subsidized Stafford Loan Recipients who did not receive a Pell Grant	10	1	10%
Students who received neither Pell Grants or Subsidized Stafford Loan	48	1	2%

Student Diversity

In accordance with the Higher Education Act (HEA) of 1965, as amended, each postsecondary educational institution must make available information regarding student diversity as defined by the Integrated Postsecondary Education Data System (IPEDS). Data reported are for enrolled full-time students.

Table 1 represents all enrolled students from July 1, 2013 through June 30, 2014. Of the total enrolled students, those who received Pell Grant funds during July 1, 2013 through June 30, 2014 timeframe are shown in Table 2.

Table 1: All Enrolled Student by Gender and Race/Ethnicity		
	Total Enrolled	Percentage
Total Enrollment	2,709	100%
Male	1,051	38.8%
Female	1,658	61.2%
Nonresident Alien	34	1.3%
Hispanic/Latino	346	12.8%
American Indian or Alaska Native	45	1.7%
Asian	27	1.0%
Black/African American	310	11.4%
Native Hawaiian or Other Pacific Islander	9	0.3%
White	1,143	42.2%
Two or more races	199	7.3%
Unknown	596	22.0%

Table 2: Pell Grant Recipients by Gender and Race/Ethnicity		
	Total Enrolled	Percentage
Pell Grant Recipients	509	100%
Male	130	25.5%
Female	379	74.5%
Nonresident Alien	0	0.0%
Hispanic/Latino	69	13.5%
American Indian or Alaska Native	9	1.8%
Asian	4	0.8%
Black/African American	108	21.2%
Native Hawaiian or Other Pacific Islander	3	0.6%
White	231	45.4%
Two or more races	25	4.9%
Unknown	60	11.8%

Note: Information reported on student diversity for all enrolled students is from the IPEDS 12-Month Enrollment Survey 1, 2013 to June 30, 2014 timeframe. Pell recipients were those students from the 12-Month Enrollment Survey who were disbursed Pell funds during the July 1, 2013 to June 30, 2014 timeframe.

Types of Education in Which Graduates Enroll

In accordance with the Higher Education Act (HEA) of 1965, as amended, each postsecondary educational institution must make available information regarding the types of graduate and professional education in which graduates of the institution's four-year degree programs enrolled.

Approximately 5% of students who completed a bachelor's degree from Western International University between July 1, 2013 to June 30, 2014 went on to enroll in a graduate or professional program at Western International University. The most common programs students enrolled in are as follows:

- Master of Business Administration in Management
- Master of Science in Accounting
- Master of Public Administration

The data is derived from the IPEDS Completions Survey (July 1, 2013 to June 30, 2014 data) and the IPEDS Fall Enrollment Survey (August 1, 2014 to October 31, 2014 data).

Alumni Information

The following data represents Western International University alumni polled through the Western International University Graduation Survey between March 2013 and February 2014 to identify the impact their degree has had on their life.

West Graduation Survey (459 total Survey Respondents)	# of Survey Respondents	% of Survey Respondents
West Alumni planning to attend graduate school in the next 6 to 12 months	114	24.83%

Where Alumni Work at Time of Survey	# of Survey Respondents	% of Survey Respondents
Legal, Business, Personnel, Consultant, Management, Other Services (Manufacturing, Real Estate, Insurance)	95	20.69%
Accounting, Finance, Banking	26	5.66%
Counseling, Social Services, Health Services	6	1.30%
Technology	23	5.01%
Federal, State, Local Government	1	.002%
Military, Transportation, Construction	16	3.48%
Human Resources	9	1.96%
Other	29	6.31%
Not reported	254	55.33%
Benefits of West Education	# of Survey Respondents	% of Survey Respondents
Promotion	136	29.62%
Pay Increase	162	35.29%
N/A	152	33.11%

Retention Rates

In accordance with the Higher Education Act (HEA) of 1965, as amended, each postsecondary educational institution must make available information regarding retention rates of degree- or certificate-seeking first-time, full-time (FTFT) undergraduate students entering the institution. Retention rate is a measure of the rate at which students persist in their educational program at an institution, expressed as a percentage. The table shown below is the percentage of FTFT undergraduate degree-seeking students from the previous fall who were still enrolled in the next fall.

Retention Rates for FTFT Bachelor's-Seeking Students	
Count of FTFT undergraduate students enrolled Fall 2013 (8/1/2013 to 10/31/2013) excluding those who became deceased after 10/31/2012 excluding those who became deceased after 10/31/2012	2
Count of FTFT undergraduate students enrolled Fall 2013 (8/1/2013 to 10/31/2013) still enrolled in Fall 2013 (8/1/2013 to 10/31/2013)	2
Retention	100%

Financial Aid

Western International University (West) participates in federal financial aid programs designed to give students who need or desire assistance several alternatives in financing their education. To be considered for financial aid at West, students must be accepted into an eligible program of study.

As part of a student's admission to the University, West provides the opportunity for students to attend the first course during a trial period without financial risk*. If a student successfully completes the first course, is admitted to the program, and continues beyond the trial period, the student's Federal Student Aid may be used to pay for program-related tuition charges from the beginning of the first course. However, if the student does not successfully complete the first course, or decides not to continue enrollment in the degree or certificate program, institutional charges are not required to be paid and the student is ineligible for Federal Student Aid during the trial period.

*Note: Tuition charges will be recorded on the student's account during the trial period but payment is required only if the student successfully completes the course and continues enrollment in a degree or certificate program.

Information and/or forms may be obtained either from a student advisor or through the student portal located in MyWest under the Me tab, Financial Aid.

Students wishing to get further information on Federal Financial Aid should go to <http://studentaid.ed.gov/> types to learn about the federal programs.

Federal Financial Aid Application Process

To begin the federal financial aid process, students must complete the Free Application for Federal Student Aid (FAFSA), available at <http://www.fafsa.gov>. This is the first step to determining a student's eligibility for federal financial aid.

Federal financial aid will be processed once the student has been admitted into the University and an eligible program of study. Admissions and program requirements vary by state. Please refer to the University Academic Catalog (<http://west.edu/university-catalog>) for state and/or program specific information.

In addition to the FAFSA, the following forms may be completed during the federal financial aid process:

- Western International University Loan Request Form*
- Federal Direct Loan Master Promissory Note (MPN)
- Entrance Counseling
- Financial Aid Authorization Form (if, and only if, the student chooses this option)*

*Forms located on the MyWest Student website

The average processing time for financial aid awards is 90 days. The University highly recommends the online financial aid process on the MyWest site. Students have to logon to access the forms. The forms are located on the ME tab under Financial Aid.

Students qualifying for financial aid may receive a new award each academic year (the period of time the student successfully completes a minimum of 24 credit hours and 36 weeks of instructional time). Therefore, the student may have eligibility assessed for grants and/or loans several times during a program of study. A student should reapply for financial aid prior to the start of each new academic year.

The University notifies students when new award year paperwork is required, provided the student is considered enrolled. Returning students may be proactive and submit completed paperwork.

Statement of Educational Purpose

The parent or student signing a Free Application for Federal Student Aid (FAFSA) certifies the following: (1) will use federal and/or state student financial aid only to pay the cost of attending an institution of higher education, (2) is not in default on a federal student loan or has made satisfactory arrangements to repay it, (3) does not owe money back on a federal student grant or has made satisfactory arrangements to repay it, (4) will notify college if defaulting on a federal student loan and (5) will not receive a Federal Pell Grant from more than one college for the same period of time.

The parent or student, signing the Free Application for Federal Student Aid (FAFSA) agrees, if asked, to provide information that will verify the accuracy of your completed form. This information may include U.S. or state income tax forms filed or required to be filed. In addition, the parent or student certifies and understands that the Secretary of Education has the authority to verify information reported on this application with the Internal Revenue Service and other federal agencies. If the parent or student signs any document related to the federal student aid programs electronically using a Personal Identification Number (PIN), username and password, and/or credential that certifies that he or she is the person identified by the PIN, username and password, and/or credential and has not disclosed that PIN, username and password, to anyone else.

If the parent or student purposely gives false or misleading information, that person may be fined up to \$20,000, sent to prison, or both.

Referrals to the Office of Inspector General

Western International University is required by law to make referrals to the Office of Inspector General any time there is credible information or evidence that an applicant (student) or any other person may have engaged in fraud or other criminal misconduct in connection with the federal financial aid programs.

Federal, State, and Institutional Financial Aid Programs

Degree-seeking students who are U.S. citizens or eligible noncitizens admitted to an eligible academic program can apply for federal financial aid as a means of assisting with financing their education. Certificate programs may also be eligible for federal financial aid. Students may also be eligible to receive funding through grant or scholarship programs in their states where available. Depending on the program, student eligibility may be need-based, non-need-based, credit based, or dependent on other specific conditions.

Students should contact a student advisor at (602) 943-2311 or (866) 948-4636 or inquiries@west.edu for additional information on financial aid programs available (<http://west.edu/contact-us>).

General Eligibility Requirements

General eligibility requirements for federal financial aid are as follows:

- Submit a current award year Free Application for Federal Student Aid (FAFSA)
- Student must be a U.S. citizen or eligible noncitizen
- Student must have a valid Social Security number
- Student must be admitted to an eligible program
- Student must have a high school diploma or general educational development (GED) credential
- Student must meet applicable satisfactory academic progress (SAP) standards
- Student must meet enrollment status requirements
- Student must have resolved any drug conviction issue
- Student must have a timely registration for Selective Service, if required by law
- Student must not be in default on a loan made under any federal aid program

For additional eligibility requirements, go to <http://studentaid.ed.gov/eligibility/basic-criteria>

Student/Parent Eligibility Policy

Federal regulations require students must meet specific eligibility criteria before being awarded federal financial aid. The University will ensure that all students meet all eligibility requirements prior to awarding federal financial aid.

Enrollment

Prior to awarding federal financial aid, the University will confirm the student is admitted to an eligible program of study eligible for financial aid. Any student enrolled in elementary or secondary institutions will not be eligible to receive federal financial aid.

High School Diploma or Equivalent

Students must be qualified to study at the postsecondary level. For students attending the University, one of the following criteria must be met:

- High school diploma
- A copy of the student's high school diploma
- Recognized equivalent of a high school diploma
- General Education Development (GED) certificate;
- California High School Proficiency Examination (CHSPE);
- HISET Completion Certificate
- Documentation provided by the State or appropriate Department of Education in the student's state or jurisdiction indicating that the student has earned a secondary completion credential that has the same rights, privileges, and rigor of a normal High School Diploma
- An academic transcript that indicates the student successfully completed at least a two-year program that is acceptable for full credit toward a bachelor's degree; or
- A homeschool diploma that is conferred by the state in which it was completed or by an entity that is accredited by an approved body

Drug Convictions

Students become ineligible for Title IV federal financial aid if convicted of possession or sale of drugs for any offense that occurred during any period of enrollment for which the student was receiving federal financial aid funds. Any conviction that was reversed, set aside, or removed from the student's record does not count, nor does a conviction received when the student was a juvenile, unless the student was tried as an adult. If the student was convicted of both selling and possessing illegal drugs and the periods of ineligibility are different, the student will be ineligible for the longer period.

The University will make available to all students, through consumer information, details regarding the penalties for these types of drug violations. Additionally, the University will provide students, upon enrollment and through MyWest, a separate, clear and conspicuous written notice with information on the penalties associated with drug-related offenses.

Other departments will send notification to Student Financial Services – Operations (SFS-O) when becoming aware that a student has been convicted of any offense involving the possession or sale of illegal drugs, to cancel future federal financial aid disbursements. SFS-O will notify the student of lost eligibility due to a drug violation and provide information regarding the specific penalties, along with information on how to regain eligibility for federal financial aid.

Incarcerated Students

The University must ensure that no more than 25% of its regular students are incarcerated. This percentage will be monitored for the latest completed award year.

An incarcerated student is someone serving a criminal sentence in a federal, state, or local penitentiary, prison, jail, reformatory, work farm, or other similar correctional institution. A student in a less formal arrangement, such as a halfway house, home detention, or sentenced to serve only weekends, is not considered to be incarcerated.

Title IV Eligibility for Incarcerated Students

All incarcerated students are

- Not eligible for Title IV loans
- Eligible for FSEOG

Students incarcerated in federal or state penal institutions are

- Not eligible for Pell grants

Students incarcerated by jurisdictions defined as a state in the law, such as the District of Columbia, are considered to be in a state penal institution and are

- Not eligible for Pell Grants

Students incarcerated in local penal institutions (local or county jails, penitentiaries, correctional facilities, and juvenile justice facilities) are

- Eligible for Pell grants

Students who are subject to an involuntary civil commitment following incarceration for a sexual offense are

- Not eligible to receive Pell grants.

Cost of Attendance for Incarcerated Students

Cost of Attendance will include an allowance for tuition, course materials fees, books and supplies, if required in the program of study. No other expenses will be included. Allowable costs will be assessed at the rate designated in the University's Student Financial Aid budgets.

Regaining Title IV Eligibility for Incarcerated Students

The University may accept a written self-certification indicating the student is no longer incarcerated.

Citizenship

All students must be a U.S. citizen or national or U.S. permanent resident or other eligible noncitizen to receive federal financial aid.

A citizen of the Federal States of Micronesia, Republic of the Marshall Islands, or the Republic of Palau is eligible to receive federal financial aid under the Federal Pell Grant but is not eligible for Direct Loans. Citizens of Palau are also eligible for FSEOG.

Secondary Confirmation

If a student indicates an eligible noncitizen on the FAFSA and provides an A-Number, identifying information will be automatically sent to the Department of Homeland Security (DHS) for primary and, if necessary, secondary confirmation. If the University receives a SAR/ISIR with a secondary confirmation match flag of "P," the DHS will continue to check its records in a process called automated secondary confirmation. The University will wait at least five, but no more than 15, business days for the result of automated secondary confirmation. If the result is not received by that time, the University will begin the paper process of secondary confirmation.

The University will furnish a written explanation to each student required to undergo paper secondary confirmation. The written explanation will be a clear explanation of documentation the student must submit as evidence showing the student satisfies the eligibility requirement, including a clear explanation of the student's responsibilities regarding providing proof of citizenship, deadlines, and the consequences of failing to complete any required action.

If the Social Security Administration (SSA) does not confirm the student's citizenship assertion under the data match with the Secretary, the student can establish U.S. citizenship by submitting documentary evidence of that status to the University within 30 days of the notice being received by the University to produce documentation of immigration status. During this period of time, and until the results of paper secondary confirmation are received, the University will not deny, reduce, or terminate aid to the student. If the documentation submitted supports the student's eligible noncitizen status, and if at least 15 business days have passed since the date the documentation was submitted to the U.S. Citizen and Immigration Service (USCIS), the University may disburse aid to an otherwise eligible student pending the USCIS response. If appropriate documentation is not submitted after at least 30 days, the student will be determined to be ineligible for federal financial aid.

The University will not make a determination that the student is an eligible noncitizen until the student has been provided an opportunity to submit the documentation in support of the claim of eligibility. The University will provide information concerning the consequences of failure to provide the documentation by the deadline set by the University. The University has ten business days after receipt of the documents for immigration status to undergo paper secondary confirmation. The University will notify the student of the final decision based on the secondary confirmation results.

Default

Any student applying for federal financial aid must not be in default on a loan made under any federal financial aid program or HEA loan program.

Loan Limits

A student is ineligible for federal financial aid if annual or aggregate loan limits made under any federal financial aid, HEA loan program have been exceeded or has property subject to a judgment lien for a debt owed to the United States.

Overpayments

A student must not currently owe an overpayment of federal grant funds or Federal Perkins loan, to be eligible for federal financial aid.

Eligibility for Direct and PLUS Loans

A student is eligible to receive a Direct Subsidized Loan, a Direct Unsubsidized Loan, or a combination of these loans, if the student meets the following requirements:

- The student is enrolled, or accepted for enrollment, on at least a half-time basis in a school that participates in the Direct Loan Program.
- The student meets the requirements for an eligible student.
- In the case of an undergraduate student who seeks a Direct Subsidized Loan or a Direct Unsubsidized Loan at a school that participates in the Federal Pell Grant Program, the student has received a determination of Federal Pell Grant eligibility for the period of enrollment the loan is sought.

The annual loan limit for graduate and professional students is \$20,500. This amount is limited to Direct Unsubsidized loans only.

In the case of a borrower whose previous loan obligation was cancelled due to total and permanent disability, or discharged after a final determination of total and permanent disability, the borrower:

- Must obtain a certification from a physician that the borrower is able to engage in substantial gainful activity;
- Must sign a statement acknowledging that the Direct Loan the borrower receives cannot be discharged in the future on the basis of any impairment present when the new loan is made, unless that impairment substantially deteriorates; and
- If the borrower receives a new Direct Loan, other than a Direct Consolidation Loan, within three years of the date that any previous federal financial aid loan obligation was discharged due to a total and permanent disability, the student must resume payment on the old loan before receipt of the new loan.

In the case of a borrower whose prior loan under Title IV was conditionally discharged after an initial determination that the borrower was totally and permanently disabled based on a discharge request received prior to July 1, 2010—

- The suspension of collection activity on the prior loan has been lifted;

- The borrower complies with all the requirements;
- The borrower signs a statement acknowledging that the loan that has been conditionally discharged prior to a final determination of total and permanent disability cannot be discharged in the future on the basis of any impairment present when the borrower applied for a total and permanent disability discharge or when the new loan is made, unless that impairment substantially deteriorates; and
- The borrower signs a statement acknowledging that the suspension of collection activity on the prior loan will be lifted.

A graduate/professional student or parent is eligible to receive a Direct PLUS Loan if the following requirements are met:

- Student completes a current award year Free Application for Federal Student Aid (FAFSA)
- The parent borrower is the student's biological or adoptive mother or father or the student's stepparent if their income and assets are taken into account when calculating the student's EFC
- The parent borrower is borrowing to pay for the educational costs of a dependent undergraduate student who meets the requirements for an eligible student
- The parent borrower provides a social security number for themselves and the student
- Student or parent borrower meets the requirements pertaining to citizenship and residency
- Student or parent borrower meets the requirements concerning defaults and overpayments
- Student or parent borrower is not incarcerated
- The federal government does not have a judgment lien on the parent's property
- Complies with the requirements for submission of a Statement of Educational Purpose for the student, except for the completion of a Statement of Selective Service Registration Status
- Student or parent borrower does not have an adverse credit history
- Student or parent borrower has an adverse credit history but has obtained an endorser who does not have an adverse credit history; or has an adverse credit history but documents to the satisfaction of the Secretary that extenuating circumstances exist (effective March 29, 2015, applicants must complete PLUS loan counseling before receiving the PLUS loan).

PLUS Exceptional Factor

Dependent students whose parents are unable to borrow PLUS loans due to adverse credit or other exceptional circumstances may receive additional Direct unsubsidized loans for the same amount as independent undergraduate students. The PLUS exceptional factor is not a dependency override as parent information is provided on the FAFSA. Examples include:

- The parent(s) is incarcerated.
- The parent's whereabouts are unknown.
- The parent(s) has filed for bankruptcy and has provided a letter from the bankruptcy court stating that as a condition of the bankruptcy filing, the parent(s) may not incur any additional debt.
- The parent's income is limited to public assistance or disability benefits and the University has documented that the parent would not be able to repay the PLUS loan.
- The parent(s) of a dependent student is not a U.S. citizen or permanent resident, or is unable to provide evidence from the U.S. Citizenship and Immigration Service (USCIS) that he or she is in the United States for other than a temporary purpose with the intention of becoming a citizen or permanent resident.

Supporting documentation may include, but is not limited to, supporting documentation that corroborates the exceptional circumstances. The University will re-examine and document that the exceptional circumstances continue to apply before packaging/originating additional unsubsidized loan amounts for the dependent in a subsequent award year.

Selective Service

The University will require males who are age 18 through 25 to register with the Selective Service System. Students, who are exempt or waived from this requirement, will be asked to provide the University with the supporting documentation for review. The review process will be documented along with the supporting documentation provided. If after review, the student is not clearly exempt or waived from the requirement to register the University will ask the student to provide a Status Information Letter from the Selective Service. If the University determines a student's non-registration with the Selective Service was knowing and willful, the student will not be eligible to receive any federal financial aid.

Unusual Enrollment History (UEH)

The University will resolve an Institutional Student Information Record (ISIR) that reports a UEH flag prior to awarding a student Title IV funds. The UEH flags are:

- "N" – No resolution is required by the university; the student's enrollment pattern is not unusual
- "2" - the University will review the student's enrollment and financial aid records to determine if, during the three award year review period (Award Years 2011/2012, 2012/2013, and 2013/2014), the student received a Pell Grant at the University.
- "3" - the University will review the student's academic records to determine if the student received academic credit at the University and at each of the previously attended schools during the three award year period (Award Years 2011/2012, 2012/2013, 2013/2014). In addition, the University will review the National Student Loan Data System (NSLDS) to identify all schools where the student received Pell Grant funding over the past three award years.

The University will determine, for each of the previously attended schools, whether academic credit was earned during the award year which the student received Pell Grant funds. This determination will be based upon academic transcripts already obtained by the University or by asking the student to provide the academic transcripts or grade reports.

Students who do not show earned credit for the Pell awards received in the past three years, and who may have special circumstances, may submit a request through the Professional Judgment (PJ) Team for approval.

Students who do not meet any of the above criteria are immediately not eligible for aid.

Approval of Continued Eligibility for UEH

If the student's continued eligibility for federal financial aid funds is approved and in order for the student to remain eligible for federal financial aid funds, the student must successfully complete one payment period at the University.

Denial of Continued Eligibility for UEH

If the student does not earn academic credit at one or more of the relevant schools and does not provide acceptable documentation, the University will deny the student any additional federal financial aid funds.

Regaining Eligibility for UEH

The student will be required to successfully complete one payment period at the University to regain federal financial aid eligibility. During this time, the student will be required to use an alternate method of payment for tuition and fees. Upon regaining eligibility, loans may be awarded retroactively back to the beginning of the AY but Pell grants will only be awarded going forward/starting with the next payment period.

Grant Programs

Western International University participates in the following federal grant programs:

Federal Pell Grant

A Federal Pell Grant, unlike a loan, does not have to be repaid. Pell Grants are awarded usually only to undergraduate students who have not earned a bachelor's or a professional degree. Pell Grants are considered a foundation of federal financial aid.

Students can receive the Federal Pell Grant for no more than 12 semesters or the equivalent:

<http://studentaid.ed.gov/types/grants-scholarships/pell/calculate-eligibility>.

For more detailed information about Federal Pell Grant, visit <http://studentaid.ed.gov/PORTALSWebApp/students/english/PellGrants.jsp>.

Federal Supplemental Educational Opportunity Grant (FSEOG)

The Federal Supplemental Educational Opportunity Grant (FSEOG) program is for undergraduates with exceptional financial need. Pell Grant recipients with the lowest expected family contributions (EFCs) will be considered first for a FSEOG. The FSEOG does not have to be repaid.

For more detailed information about FSEOG, visit <http://studentaid.ed.gov/PORTALSWebApp/students/english/FSEOG.jsp>.

Iraq and Afghanistan Service Grant (IASG)

A student whose parent or guardian was a member of the U.S. Armed Forces and died as a result of service performed in Iraq or Afghanistan after September 11, 2001 may be eligible to receive the Iraq and Afghanistan Service Grant.

For more detailed information about IASG, visit <http://studentaid.ed.gov/PORTALSWebApp/students/english/IraqAfghanServiceGrant.jsp>

State Grant Programs

Students may also be eligible to receive funding through state grant or scholarship programs in their states where available. Depending on the program, student eligibility may be need-based, non-need-based, credit-based, or dependent on other specific conditions. Contact a student advisor at (602) 943-2311 or (866) 948-4636 or <http://west.edu/contact-us> for additional information on state grant and/or scholarship programs.

The actual amount of state grants awarded to any student is contingent on the availability of funds. The University cannot guarantee any funding from the state grant sources listed, as the list is subject to change without notice based upon changes in state budgetary constraints, state law or regulation and/or University participation. Where a work or other requirement is included in order to preclude the conversion of a scholarship or grant to a loan, the University makes no representation or warranty as to whether a graduate will be able to obtain such employment or fulfill such other requirement.

For information regarding state grants offered by the University, how to apply, eligibility, application deadlines, etc., see the list of programs with respective websites and phone numbers below. For additional specific eligibility information, the institution may contact you directly when determining grant eligibility.

State - Arizona

Arizona Commission for Postsecondary Education (ACPE)
(602) 258-2435
https://www.azhighered.gov/

Scholarships

Delta Mu Delta Scholarship

The Delta Mu Delta Scholarship is awarded to applicants based on their demonstration of scholarship, leadership, character, motivation, need, and potential. All students in business programs at Delta Mu Delta schools who are completing their sophomore year or beyond are eligible to apply. Delta Mu Delta membership is not required. Complete applications and supporting materials must be postmarked no later than June 15 each year and sent to the address indicated on the application form, <http://deltamudelta.org/scholarship-program/>

Loan Information

Federal Perkins Loan Program

A Federal Perkins Loan is a low-interest (5%) loan for both undergraduate and graduate students with exceptional financial need. Effective July 1st, 2014 the University no longer awards Perkins Loans.

For more detailed information on Perkins Loan Program, visit <http://studentaid.edu.gov/types/loans/perkins>

Federal Direct Loan Program

Direct Loans, from the William D. Ford Federal Direct Loan Program, are low-interest loans available to eligible students to help cover the cost of higher education. Eligible students borrow directly from the U.S. Department of Education at participating schools.

Direct Subsidized Loans

Direct Subsidized Loans are for students with financial need. The University will review the results of the FAFSA and determine the amount a student can borrow. The student is generally not charged interest while enrolled in school at least half-time.

Direct Subsidized Loan Time Limitation Note: Federal regulations limit a first time borrower's* eligibility for Direct Subsidized Loan to a period not to exceed 150 percent of the length of the borrower's educational program. Under certain conditions, first-time borrowers who have exceeded the 150 percent limit may lose the interest subsidy on outstanding Direct Subsidized Loans. For more information on Direct Subsidized Loan Time Limitation, visit:

<https://studentloans.gov/myDirectLoan/directSubsidizedLoanTimeLimitation.action>

*Generally, a first-time borrower is one who did not have outstanding balance of principal or interest on a Direct Loan or on a FFEL Program Loan on July 1, 2013.

Direct Unsubsidized Loans

Direct Unsubsidized Loans are available to students with and without financial need. Like subsidized loans, the University will review the results of the FAFSA to determine the amount a student can borrow. Interest accrues (accumulates) on an unsubsidized loan, even while the student is in school, beginning on the date the loan is initially disbursed. The student can pay the interest, or can allow it to accrue and be capitalized (that is, added to the principal amount of the loan). If a student chooses not to pay the interest as it accrues, this will increase the total amount to be repaid because the student will be charged interest on a higher principal amount.

Terms and Conditions

Students who receive a Direct Loan are subject to the terms and conditions disclosed on the Federal Direct Loan Master Promissory Note (MPN) <http://www.direct.ed.gov/mpn.html> and the Direct Loan Disclosure Statement <http://www2.ed.gov/offices/OSFAP/DirectLoan/pubs/dlplain.pdf>

Borrower's Rights and Responsibilities

Students who receive a Direct Loan also have varying rights and responsibilities as described in the Borrower's Rights and Responsibilities Statement, <http://www2.ed.gov/offices/OSFAP/DirectLoan/pubs/dlrights.pdf>, attached to the Master Promissory Note (MPN).

For more detailed information on eligibility and how to apply for the Federal Direct Loan Program, visit <http://www.studentaid.ed.gov/types/loans/subsidized-unsubsidized>

Federal Direct PLUS Loan for Parents

Parents of dependent students may apply for a Direct PLUS Loan to help pay their child's education expenses as long as certain eligibility requirements are met. If a parent is unable to secure a Direct PLUS Loan, the dependent student may be eligible for additional unsubsidized loans.

Terms and Conditions

Parent(s) who receive a Direct PLUS loan are subject to the terms and conditions disclosed on the Federal Direct PLUS Loan Application and Master Promissory Note (MPN) at <http://www.direct.ed.gov/mpn.html>

Borrower's Rights and Responsibilities

Parents who receive a Direct PLUS Loan have varying rights and responsibilities as described in the Borrower's Rights and Responsibilities Statement, <http://www2.ed.gov/offices/OSFAP/DirectLoan/pubs/plusrights.pdf>, attached to the Master Promissory Note (MPN).

For more detailed information on eligibility and how to apply for the Direct Parent PLUS Loan, visit <http://www.studentaid.ed.gov/types/loans/plus>

Federal Direct PLUS Loan for Graduate and Professional Degree Students

Graduate and professional degree students can borrow a Direct PLUS Loan to help cover education expenses. Eligibility is dependent upon the applicant's credit history. If it is determined that the applicant has adverse credit history, the applicant will have the option to appeal the credit decision or to obtain an endorser who does not have an adverse credit history.

Terms and Conditions

Students who receive a Direct PLUS Loan for Graduate and Professional students are subject to the terms and conditions disclosed on the Federal Direct PLUS Loan Application and Master Promissory Note (MPN) at

<http://www.direct.ed.gov/mpn.html>

Borrower's Rights and Responsibilities

Students who receive a Direct PLUS Loan have varying rights and responsibilities as described in the Borrower's Rights and Responsibilities Statement,

<http://www2.ed.gov/offices/OSFAP/DirectLoan/pubs/plusrights.pdf>, attached to the Master Promissory Note (MPN).

For more detailed information on eligibility and how to apply for the Direct PLUS Loan, visit <http://studentaid.ed.gov/types/loans/plus>

Loan Origination Fees

Loan fees for Direct Subsidized Loans, Direct Unsubsidized Loans and for Direct PLUS Loans (for both parent borrowers and graduate and professional student borrowers) are set by the government and may vary by loan type. An example of a loan fee of 1.072 percent on a \$5,500 loan would be \$58.96.

For more information regarding Federal Student Loan Fees and the current fee rate please visit <http://studentaid.ed.gov/types/loans/interest-rates>

Federal Direct Subsidized and Unsubsidized Annual and Aggregate Loan Limits

Federal Direct Subsidized and Unsubsidized Annual and Aggregate Loan Limits are as follows:

Grade Level	Dependent Undergraduate Student	Independent Undergraduate Student	Graduate/Professional Student
1 (Freshman)	\$5,500– No more than \$3,500 of this amount can be subsidized loan	\$9,500– No more than \$3,500 of this amount can be subsidized loan	\$20,500 Unsubsidized Loan Only*
2 (Sophomore)	\$6,500– No more than \$4,500 of this amount can be subsidized loan	\$10,500– No more than \$4,500 of this amount can be subsidized loan	
3 & 4 (Junior & Senior)	\$7,500– No more than \$5,500 of this amount can be subsidized loan	\$12,500– No more than \$5,500 of this amount can be subsidized loan	
Maximum Total Loan Debt (aggregate loan limits)	\$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	\$138,500 The aggregate amounts for graduate students include loans for undergraduate study.
<p>Undergraduate certificate programs: Students in undergraduate certificate programs that are greater than an academic year cannot borrow more than the Grade Level 1 loan limits for each academic year. Final academic years less than 24 credits (graduating students in undergraduate degree or certificate programs that are greater than an academic year): Loan limits will be prorated based on the number of credits in the final academic year divided by 24. Please note you may also receive less funding if you receive other financial aid that is used to cover a portion of cost of attendance.</p> <p>*Graduate and professional students are not eligible to receive Direct Subsidized Loans for loan periods beginning on or after July 1, 2012.</p>			

A student whose parent cannot obtain a PLUS Loan may be eligible to borrow additional unsubsidized amounts.

Federal Education Loan Interest Rates

For information regarding Federal Student Loan Interest Rates please visit <http://studentaid.ed.gov/types/loans/interest-rates>.

Interest Rate Cap for Military Members

During military service, students who qualify under the Servicemembers Civil Relief Act may be eligible for a 6% interest rate cap on the loans obtained before entering military service. Qualifying students must contact their loan servicer to request this benefit.

In addition, no interest is charged (for a period of no more than 60 months) on Direct Loans first disbursed on or after October 1, 2008, while a borrower is serving on Active Duty or performing qualifying National Guard duty during a war or other military operation or national emergency, and serving in an area of hostilities qualifying for special pay. Qualifying students should contact their loan servicer for eligibility details and to request this benefit.

Prior Federal Loans and Financial Aid History

Federal loan borrowers can check the interest rate, servicer information and other financial aid history, via the National Student Loan Data System (http://www.nslds.ed.gov/nslds_SA/).

Private Student Loans

Understand your rights and responsibilities when considering private loan options. Clear and accurate information can help you make informed choices, so you borrow only what you need and can reasonably repay.

The University encourages that private loans be considered only after all federal and state financial aid options are exhausted. Private loans are made through third-party lenders and other financial institutions and are subject to a credit review and individual lender terms and conditions. These loans are not subsidized or guaranteed by the federal government. For more information on the difference between federal and private loans, please visit <http://www.consumerfinance.gov/paying-for-college/choose-a-student-loan/>

Private student loans may be available to both students and parents who are not eligible for federal financial aid or who need assistance beyond their financial aid eligibility. The lender determines eligibility, and amounts are limited to the cost of attendance minus other aid, including discounts and any other resources received.

Students may choose to use any eligible lender that offers private loans. The University does not maintain a list of lenders that offer private loans, nor will it endorse a particular lender. Students who need a focused resource to assist in finding a private loan may choose to use the list of private loan options developed by FinAid at <http://www.finaid.org/loans/privatestudentloans.phtml>

Financial Aid Awarding

For students who have completed all required financial aid materials, the University will evaluate student eligibility for federal, state, and institutional aid programs.

If a student is eligible, Student Financial Services - Operations calculates an estimated financial aid award and provides notification to the student. The notification includes eligibility information for each financial aid program awarded, as well as the amount and anticipated disbursement dates. This notification may be electronic. Generally, financial aid awards are divided into two payment periods; 12 credits each. Payment periods are based on individual course schedules and follow academic year requirements.

Federal Pell Grant eligibility for an undergraduate student is estimated before originating a Direct Subsidized or Direct Unsubsidized Loan. In addition, a Direct Unsubsidized Loan is not originated without first determining the need for a Direct Subsidized Loan. However, if the amount of the Direct Subsidized Loan is \$200 or less and the amount can be included as part of a Direct Unsubsidized Loan, the University is not required to originate a separate Subsidized Loan.

For a dependent student, the University may originate and disburse Parent PLUS funds without determining Federal Pell Grant and Direct Subsidized Loan eligibility. For a graduate student, the University must determine maximum Direct Unsubsidized Loan eligibility before originating a Graduate/Professional PLUS Loan.

Federal Supplemental Educational Opportunity Grant (FSEOG) eligibility for undergraduate students is determined by the expected family contribution (EFC) for the current award year. Awards are made beginning with the lowest EFC until program funds are obligated.

State grant program eligibility is determined by each state authority. The University is notified of student eligibility by the state authority.

Institutional grant and scholarship eligibility determinations will vary.

Schedule Requirements

An academic year is defined as a minimum of 24 credits and 36 weeks of instructional time. The academic year begins with the first eligible course of a degree program and ends when a student successfully completes the credits and weeks of instructional time requirements. An academic year has no calendar time constraints and continues through periods of nonattendance that are less than 180 days until both the credit and weeks requirement are met. A week of instructional time includes at least one academic-related activity for federal financial aid.

Students who take three courses at a time more than twice within an academic year may need to complete more than 24 credits to complete 36 weeks of instructional time. In addition, the academic policy of the University prohibits a student from taking more than three courses concurrently without written approval.

The University is prohibited from using federal aid to pay for auditing a course or for any course in which an assigned grade is not used in computing requirements for graduation. This includes repeats of grades D or better, unless a higher grade is required. Withdrawals and courses that are not applicable to the declared degree objective are not covered by financial aid.

Advancing Programs Policy

Purpose

The purpose of this policy is to document the University's treatment and determination of federal financial aid eligibility for students who advance programs (finish one program and begin another program) at the University.

Policy

If the student begins a new program at the University prior to the expiration of the prior program's end of program (EOP) academic year, the University will award all federal financial aid to complete the remainder of the prior program's EOP academic year.

An advancing program is defined as a student who graduates from a degree or certificate program at the University and begins a new program at the University is a student who is advancing programs. Federal Financial Aid awards are determined by the date at which the student begins the new program.

New Academic Year

A student who graduates from one program at the University and begins another program after the expiration of the previous program's EOP academic year is a student who is advancing programs with a new academic year.

For this scenario, the University will award the student all federal financial aid based on a full academic year as defined by the new program of study.

Overlapping Academic Years

A student who graduates from one program at the University and begins another program prior to the expiration of the previous program's EOP academic year is a student who is advancing programs with overlapping academic years. The student is required to complete the academic year in terms of credits and instructional weeks.

For overlapping academic years, the University will determine the federal financial aid awards as follows:

Federal Pell Grant Award

A student cannot receive more than his or her scheduled Pell award for a federal award year. (Refer to the *Federal Pell Grant-IASG Policy* for additional information). When a student has already received a Federal Pell Grant during the same federal award year, the University will determine the percentage of the scheduled Federal Pell Grant award that the student has already received in order to calculate the student's remaining eligibility (if any) for a Federal Pell Grant award.

To calculate the student's remaining eligibility, the University uses the following formula:

$$\frac{\text{Pell disbursed in prior program}}{\text{Scheduled Award in prior program}} = \text{\% of Scheduled Award Used}$$

The University then subtracts the percentage of scheduled award used from 100 to calculate the maximum percentage of the scheduled award the student may receive in the new program. The University determines the Federal Pell Grant Award the student is eligible for by using the following formula:

$$\begin{array}{r} \text{Maximum \% of Scheduled Award Remaining} \\ \text{---} \times \text{Scheduled Award at University} \\ = \quad \quad \quad \textbf{Maximum Pell Award} \end{array}$$

When calculating the student's Federal Pell Grant award, the University will also ensure the student does not exceed the Pell Lifetime Eligibility Used (PELL LEU).

The remaining Federal Pell Grant award amount is not divided equally across the payment periods in the new program. Instead, the Federal Pell Grant funds may be disbursed in an amount up to the student's remaining eligibility for each payment period, except that no payment period disbursement can exceed 50% of the scheduled annual award.

Federal Pell Grant Example:

A student graduates from the AAB program and advances to the BSBA program at the University. It is determined the student's academic year for the AAB program overlaps with the academic year for the BSBA program.

Pell Data from the prior program at the University	
Scheduled Pell award	\$4,000
Pell award disbursed	\$1,500

The University will determine the student's remaining Federal Pell Grant eligibility for the overlapping academic year in the BSBA program.

Pell Calculations by the University	
Scheduled Pell Award	\$4,000
Percentage of Pell award already used in the prior program (Pell award disbursed ÷ Scheduled Pell award)	$\$1,500 \div \$4,000$ = 37.5%
Percentage of remaining Pell eligibility (100% - Percentage used)	100% - 37.5% = 62.5%
Student's remaining Federal Pell Award (Scheduled award at University X Percentage remaining eligibility)	$\$4,000 \times 62.5\%$ = \$2,500

The student's remaining Federal Pell Grant eligibility is \$2,500 and because this amount is more than half of the scheduled Federal Pell Grant award of \$4000, the award must be disbursed in two payment periods. The student may receive half of the scheduled Federal Pell Grant award in the first payment period, and the remainder of the amount in the second payment period.

Pell Disbursements in the New Program at the University	
First Payment Period	\$2,000
Second Payment Period	\$500

Federal Direct Loan Award

The University will award a Direct Loan in the new program for the remainder of the prior program's EOP academic year. The loan period will cover the remaining credits and weeks of the overlapping academic year. The Direct Loan funds will not exceed the remaining balance of the student's annual loan limit at the loan level associated with the new program.

Direct Loan Example:

A student graduates from the AAB program and advances to the BSBA program at the University. It is determined the student's academic year for the AAB program overlaps with the academic year for the BSBA program. In the BSBA program, the student is a third year, independent undergraduate student with a maximum annual Subsidized Loan eligibility of \$5,500 and Unsubsidized Loan eligibility of \$7,000.

Direct Loan Data from the Prior Program at the University	
Subsidized Loan Disbursed	\$1,688
Unsubsidized Loan Disbursed	\$2,250

The University will determine the student's remaining Subsidized and Unsubsidized Loan eligibility for the overlapping academic year in the BSBA program.

Direct Loan Calculations to Determine Remaining Eligibility for Overlapping AY	
Remaining Subsidized Loan Eligibility for Overlapping AY (Annual Subsidized Loan Limit – Subsidized Loan Funds already disbursed)	\$5,500 - \$1,688 = \$3,812
Remaining Unsubsidized Loan Eligibility for Overlapping AY (Annual Unsubsidized Loan Limit – Unsubsidized Loan funds already disbursed)	\$7,000 - \$2,250 = \$4,750

These remaining loan fund amounts will be disbursed based on the payment periods in the loan period at the University. (Refer to the Disbursements Policy for additional information).

Other Federal Aid Awards

All other federal financial aid, including Federal Supplemental Opportunity Grant (FSEOG) will follow this same awarding process of finishing out the prior program's academic year.

External Transfer Policy

Purpose

The purpose of this policy is to document the University's treatment and determination of federal financial aid eligibility for students who transfer to the University from another institution.

Policy

Students who transfer to the University with or without accepted transfer credits and have an overlapping academic years with a prior institution are referred to as external transfers. An overlapping academic year exists if the student begins a program at the University prior to the expiration of the prior school's academic year. The University contacts the prior school if the academic year length is less than 30 weeks to confirm the dates are correct or request the prior school correct the dates in Common Origination and Disbursement (COD).

The loan period (or payment period, in the case of non-loan federal financial aid) to finish out the overlapping academic year begins on the first day of courses at the University and ends on the inherited academic year end date of the prior school. If this date falls in the middle of a course at the University, the loan period/payment period and academic year end dates are extended to reflect the end date of the last course on the student's schedule that the student began prior to the inherited academic year end date. If the inherited academic year end date falls between courses scheduled, the inherited academic year end date and the loan period/payment period end date to finish out the overlap reflects the inherited end date of the prior school.

When awarding federal financial aid for the overlapping academic year, the University determines the number of credits required to complete the overlapping academic year. The student must be enrolled at least half time, i.e. at least six credit hours in the loan period that is finishing out the overlapping academic year in order to be eligible for Direct Loans (Refer to the *Student/Parent Eligibility Policy* for additional information).

The student must successfully complete this number of credits in order to progress to the next academic year and loan period. The academic year and loan period are extended, as needed, until the student earns these credits. Therefore, if the student receives a "W" or "F" grade for courses in the overlap, the end dates of the overlapping academic year and loan period are extended, as needed, until the student earns these credits. Similarly, if the student receives an "I" grade or is granted an extension on time to complete coursework, the required number of credits are not successfully earned and the overlapping academic year and loan period must be extended.

Federal Pell Grant Award

Students who transfer to the University after receiving a Federal Pell Grant at a previous school during the same award year may receive a Federal Pell Grant only if:

1. The student submits a valid SAR to the University; or
2. The University obtains a valid ISIR.

A student cannot receive more than his or her scheduled Pell award for a federal award year. When a student has already received a Federal Pell Grant during the same federal award year, the University determines the percentage of the scheduled Federal Pell Grant award that the student has already received in order to calculate the student's remaining eligibility (if any) for a

Federal Pell Grant award.

To calculate the student's remaining eligibility, the University uses the following formula:

$$\frac{\text{Pell disbursed at prior school}}{\text{Scheduled Award at prior school}} = \text{\% of Scheduled Award used}$$

The University then subtracts the percentage of scheduled award used from 100 to calculate the maximum percentage of the scheduled award the student may receive at the University. The University determines the Federal Pell Grant Award the student is eligible for by using the following formula:

Maximum % of Scheduled Award Remaining

$$\frac{100 - \text{\% of Scheduled Award used}}{\text{\% of Scheduled Award remaining}} \times \text{Scheduled Award at University} = \text{Maximum Pell Award}$$

When calculating the student's Federal Pell Grant award, the University also ensures the student does not exceed the Pell Lifetime Eligibility Used (PELL LEU).

The remaining Federal Pell Grant award amount is not divided equally across the payment periods in the new program. Instead, the Federal Pell Grant funds may be disbursed in an amount up to the student's remaining eligibility for each payment period, except that no payment period disbursement can exceed 50% of the scheduled annual award.

Pell Example:

A student received a portion of a Federal Pell Grant at a community college, and then transferred to the University during the same federal award year. The community college performed a Return to Title IV (R2T4) calculation and returned a portion of the student's Federal Pell Grant award.

Pell Data from the Community College	
Scheduled Pell award	\$3,000
Pell award disbursed	\$1,500
Amount of Pell funds returned due to R2T4 calculation	\$300
Net Amount of Pell funds disbursed to student	\$1,200

The University's cost of attendance is higher than the community college, which increases the student's scheduled Federal Pell Grant to \$4,000 for the federal award year. The University must now determine the student's remaining Federal Pell Grant eligibility for the federal award year to determine the amount it may actually award to the student.

Pell Calculations to Determine Remaining Pell Eligibility	
Scheduled Pell Award at the University	\$4,000
Percentage of Pell Award already used (Net Pell disbursed ÷ Scheduled Pell award at prior school)	\$1,200 ÷ \$3,000 = 40%
Percentage of remaining Pell eligibility (100% - Percentage used)	100% - 40% = 60%
Student's remaining Federal Pell Grant Award (Scheduled award at University X Percentage remaining eligibility)	\$4,000 x 60% = \$2,400

The student's remaining Federal Pell Grant eligibility is \$2,400. Since this amount is more than half of the scheduled Federal Pell Grant award, the award must be disbursed in two payment periods. As long as the student's first payment period in the new program is at least half of an academic year (in both credits and weeks), the student may receive half of the scheduled award in the first payment period. If the second payment period in the new program falls in the same federal award year, the student will receive the remainder of the Federal Pell Grant amount in the second payment period.

Pell Disbursements at the University	
First Payment Period	\$2,000
Second Payment Period	\$400

Federal Direct Loan Award

The loan at the University may not exceed the remaining balance of the student's annual loan limits after the disbursements at the previous school are considered. If the balance of the program is less than an academic year, those Direct Loans originated for a single payment period are disbursed in two disbursements.

Direct Loan Example:

A student received a portion of a Direct Loan at a community college, and then transferred to the University during the same academic year, creating an overlapping academic year at the University. When the student transferred, the community college performed a Return to Title IV (R2T4) calculation and returned a portion of the student's Direct Loan funds. The student is enrolled at the University as a first year, independent undergraduate student with maximum annual Subsidized Loan eligibility of \$3,500 and Unsubsidized Loan eligibility of \$6,000.

Direct Loan Data from the Community College	
Subsidized Loan originally disbursed	\$1,750
Subsidized Loan funds returned due to R2T4 calculation	\$0
Net Subsidized Loan funds disbursed	\$1,750
Unsubsidized Loan disbursed	\$3,000
Unsubsidized Loan funds returned due to R2T4 calculation	\$1,000
Net Unsubsidized Loan funds disbursed	\$2,000

The University must now determine the student's remaining Subsidized and Unsubsidized Loan eligibility for the overlapping academic year.

Direct Loan Calculations to Determine Remaining Eligibility for Overlapping AY	
Remaining Subsidized Loan Eligibility (Annual Subsidized Loan Limit - Net Subsidized Loan funds disbursed)	\$3,500 - \$1,750 = \$1,750
Remaining Unsubsidized Loan Eligibility (Annual Unsubsidized Loan Limit - Net Unsubsidized Loan funds disbursed)	\$6,000 - \$2,000 = \$4,000

These remaining loan fund amounts will be disbursed based on the payment periods in the loan period at the University.

Other Federal Aid Awards

All other federal financial aid, including Federal Supplemental Opportunity Grant (FSEOG) will follow this same awarding process of finishing out the overlapping academic year.

Program Change Policy

Purpose

The purpose of this policy is to document the University's treatment and determination of federal financial aid eligibility for students who change programs during an open payment period at the University.

Policy

Federal regulations require the University to evaluate the federal financial aid award for a student who has changed programs during ***an open payment period*** to determine whether or not the student may remain in the same payment period or if the student will be required to begin a new academic year and payment period. For a student to be considered in the same payment period, **all** five (5) of the following conditions must be met:

- The student is continuously enrolled at the University
- The courses in the payment period the student is transferring out of are substantially similar to the courses the student will be taking in the new program
- Credits associated with the courses transfer to the new program
- The payment periods are substantially equal in weeks of instruction and credit hours
- There are little or no changes in tuition and fee charges associated with the payment period
- The credits successfully completed from the payment period the student is transferring out of are accepted toward the new program

If All Five Conditions are Met:

If all five (5) conditions are met, the student will remain in the original payment period and academic year. However, adjustments to disbursement dates, payment period start and end dates, and the academic year end date may be made to address any changes to when the student will complete the required credit hours and weeks of instructional time of the academic year.

If All Five Conditions are Not Met:

If all five (5) conditions are not met, the University will perform a Return of Title IV (R2T4) calculation to withdraw the student from the payment period for the program the student is transferring out of and update the program's academic year/loan period accordingly. (Please refer to the *Return to Title IV Policy* for additional information).

Once the Return to Title IV (R2T4) calculation has been completed and all required federal aid funds returned as required, the University will package the student for the new program based on a new academic year/ loan period as follows:

Federal Pell Grant Award

If the student is eligible for the Federal Pell Grant, the University must identify the amounts of Federal Pell Grant already received for the federal award year in the program the student transferred out of and determine the percentage of the student's annual scheduled Federal Pell Grant award already used.

To calculate the student's remaining eligibility, the University uses the following formula:

$$\frac{\text{Pell disbursed in prior program}}{\text{Scheduled Award in prior program}} = \text{\% of Scheduled Award used}$$

The University then determines the maximum percentage of the scheduled Federal Pell Grant Award the student may receive in the new program by using the following formula:

$$\begin{aligned} & 100 \text{ Percent of Scheduled Award} \\ & - \text{Percentage of Scheduled Award used} \\ & = \text{Maximum Percentage of Scheduled Award student may receive} \end{aligned}$$

When calculating the student's Federal Pell Grant award, the University will also ensure the student does not exceed the Pell Lifetime Eligibility Used (PELL LEU).

The remaining Federal Pell Grant award amount is not divided equally across the payment periods in the new program. Instead, the Federal Pell Grant funds may be disbursed in an amount up to the student's remaining eligibility for each payment period, except that no payment period disbursement can exceed 50% of the scheduled annual award.

Federal Pell Grant Example:

A student transfers from the AAB program to the BSBA program at the University and all five conditions are NOT met.

Pell Data from the Prior Program at the University	
Scheduled Pell Award	\$4,000
Pell Award Kept as a Result of the R2T4 Calculation	\$1,500

The University must now determine the student's remaining Pell eligibility for the federal award year to determine the amount it may actually award to the student.

Pell Calculations by the University	
Scheduled Pell Award	\$4,000
Percentage of Pell Award Already Used in the Prior Program (Pell Award disbursed/Scheduled Pell Award)	$\$1,500 / \$4,000 = 37.5\%$
Percentage of Remaining Pell Eligibility (100% - Percentage Used)	$100\% - 37.5\% = 62.5\%$
Student's Remaining Federal Pell Award (Scheduled award at University X Percentage remaining eligibility)	$\$4,000 \times 62.5\% = \$2,500$

The student's remaining Federal Pell Grant eligibility is \$2,500. Since this amount is more than half of the scheduled Federal Pell Grant award, the award must be disbursed in two payment periods. The student may receive half of the scheduled Federal Pell Grant award in the first payment period, and the remainder of the amount in the second payment period as long as the second payment period falls in the same award year.

Pell disbursement in the new program at the University	
First Payment Period	\$2,000
Second Payment Period	\$400

Federal Direct Loan Award

If the student is eligible for the Federal Subsidized and/or Unsubsidized Direct Loan program, the new academic year/loan period will be a full academic year/loan period and will be limited to the student's remaining annual loan eligibility if the new program is at least an academic year in length. If the new program is less than an academic year in length or the remaining coursework represents less than an academic year in length, the student's annual loan limit eligibility is the lesser of the remaining annual loan eligibility or the prorated loan eligibility based on credit hours to be completed in the new program.

Direct Loan Example:

A student transfers from the AAB program to the BSBA program at the University, and all five conditions are NOT met. In the BSBA program, the student is a third year, independent undergraduate student with a maximum annual Subsidized Loan eligibility of \$5,500 and Unsubsidized Loan eligibility of \$7,000.

Direct Loan Data from Prior Program at the University	
Subsidized Direct Loan disbursed	\$1,688
Unsubsidized Direct Loan disbursed	\$2,250

The University must now determine the student's remaining Subsidized and Unsubsidized Loan eligibility for the overlapping academic year in the BSBA program.

Direct Loan Calculations to Determine Remaining Eligibility for New Loan Period in New Program	
Remaining Subsidized Loan Eligibility for New Program Loan Period (Annual Subsidized Loan Limit - Subsidized Loan funds already disbursed)	\$5,550 - \$1,688 = \$3,812
Remaining Unsubsidized Loan Eligibility for New Program Loan Period (Annual Unsubsidized Loan Limit - Unsubsidized Loan funds already disbursed)	\$7,000 - \$2,250 = \$4,750

These remaining loan fund amounts will be disbursed based on the payment periods in the new program's loan period at the University.

Other Federal Aid Awards

All other federal financial aid, including Federal Supplemental Opportunity Grant (FSEOG) will follow this same awarding process of finishing out the prior program's academic year.

Program Change After Payment Period is Completed

If the student changes programs **after** successfully completing a payment period **and** prior to starting another payment period, regardless of the five (5) conditions, the University will not perform an R2T4 calculation because the student completed the payment period for which funds were disbursed. Students in these scenarios will remain in the same academic year/loan period and will be required to complete the remaining credits and weeks of the academic year/loan period.

Program Change Effective Date

The program change effective date will be the start date of the first course the student will attend in the new program. This is also known as the program begin date.

Program Catalog Year Changes

A student enrolled at the University who changes catalog year of a program is not a student who is changing program for Title IV purposes. Therefore, the University will not reevaluate payment periods for students changing catalog year of the same program at the University.

Re-Entry Policy

Purpose

Federal regulations require certain procedures take place when a student withdraws from the university and re-enters the same program within 180 days, re-enters into a different program, or re-enters after 180 days. The 180-day break is determined by counting the days between the student's official last date of attendance (OLDA) and the course start date when the student returns.

Policy

Re-Entry Within 180 Days

When a student withdraws from the University and re-enters within 180 days to the same program at the University, the student remains in the same payment period the student was in when originally withdrawn.

The cost of attendance for a student who re-enters within 180 days will reflect the original educational costs associated with the payment period from which the student withdrew.

The student is immediately eligible to receive all federal financial aid funds returned when the student ceased attendance. The University will take the following actions for a student who re-enters the same program within 180 days:

- Re-disburse federal financial aid that was disbursed and returned under the Return of Title IV (R2T4) provisions
- Disburse federal financial aid the student was otherwise eligible for that had not yet been disbursed at the time the student withdrew
- Cancel any overpayments assessed to the student as a result of the prior withdrawal that were disbursed on re-entry

The student becomes eligible for subsequent federal financial aid payments when the payment period for which paid is completed.

If the date of a student's return is outside the period for which the loan was originated, the University must extend the loan period (or originate a new loan). Additionally, if the date scheduled for a second disbursement is outside the period the loan was originated, the University must extend the loan period and the date(s) for the second and any subsequent disbursement.

If a student returns to the University within 180 days and before federal financial aid funds are returned due to an R2T4 calculation, the University will not return the funds.

If a student withdrew, had a previous overpayment referred to Debt Resolution Services, and re-enters within 180 days, the University will send Debt Resolution Services a fax identifying the student overpayment. The fax will state the overpayment should be made void, as the student has returned to the University.

Re-Entry Within 180 Days and in a New Award Year

If a student who re-enters the University within 180 days was originally enrolled in a payment period that began and was scheduled to end in one award year, but returns after the end of that award year, the University will disburse any remaining funds using the original award year as long as the original award year is still open. If the original award year is closed and the student is due additional Pell funds from the closed award year, the University will request the Pell Grant funds through the COD website.

If the student was originally awarded campus-based funds, and the funds are no longer available from the original award year, the University may award funds from the current award year. However, this does not increase the annual maximum award a student may receive.

If the student was awarded Direct Loan (DL) funds and the original award year is still open, the University will recover the DL funds from that award year. If the original award year is closed, the University will award the student remaining DL funds using current award year paperwork. However, the original loan period dates along with original cost of attendance (COA) and expected family contribution (EFC) will be used to award the remaining DL funds.

Re-Entry After 180 Days OR Re-Entry into a Different Program

When a student withdraws from the University and re-enters after 180 days have elapsed, or re-enters into a different program of study, the University will package the student based on new payment period. The length of the program will be the number of credit hours and weeks of instructional time remaining in the program the student re-enters. If the remaining credit hours and weeks of instruction constitute one-half of an academic year or less, the remaining hours will constitute one payment period.

If the start of the new academic year overlaps with a previous academic year, meaning the start of the new program begins before the calendar end date of the previous program's academic year, prior funds disbursed will be taken into consideration when packaging the student for the new academic program.

Consortium Agreements

The University chooses not to participate in consortium agreements, defined as written agreements between two or more federal financial aid (Title IV) eligible institutions. Therefore, the University will not provide signature or approval on any consortium agreement submitted, whether as a host or home institution.

Verification

A federal financial aid student may be chosen to participate in the verification process by the U.S. Department of Education Central Processing System. The Central Processing System prints an asterisk next to the expected family contribution (EFC) on the Institutional Student Information Report (ISIR), Student Aid Report (SAR), or SAR Acknowledgement to identify the student has been selected for verification.

The purpose of verification is to maintain the integrity of federal financial aid programs by verifying the information provided by students and parents on financial aid applications. Federal regulations require verification be completed.

If a student is selected for verification, the University will request the student to provide all applicable documentation, which may include, but not limited to, the following:

- IRS issued federal tax return transcript(s)
- IRS W-2 form for each source of employment income
- Verification Worksheet
- Verification of household member(s) receiving Supplemental Nutrition Assistance Program (SNAP) benefits

- Verification of child support paid
- Verification of untaxed income
- Documentation of high school completion
- Government-issued photo identification
 - To comply with 18 USC § 701, the University is unable to make or accept photocopies of military identification cards. Copies of military identification cards will not be accepted.
- Statement of Educational Purpose

Additional documents may be required by the University to complete the verification process. A student will receive written notification from the University of verification requirements, a list of the required documentation, and the timelines for completion of the process.

Students must return any requested documents within 30 days of receiving written notification from the University. If verification documents are not received within this timeframe, the University will cease processing your financial aid request. No federal financial aid funds will be disbursed until all requested documents have been received and the University has completed verification of all required information.

Applicants selected for verification must complete the process by the published by the federally published deadline, September 26, 2016 or 120 days after the last day of the student's enrollment, whichever is earlier.

Cost of Attendance

A student's cost of attendance (COA) is established for use in calculating federal financial aid eligibility and awarding financial aid for a specific period of enrollment. The University uses the same COA when awarding Pell and Direct Loans. The COA consists of various components to determine eligibility for a period of enrollment. The University reviews and, if necessary, updates each component annually, referencing the College Board website at <http://professionals.collegeboard.com/higher-ed>, and reviewing actual institutional data. The University uses estimated monthly living expenses, and an average cost of tuition, electronic course materials, and books. Amounts used for the 2015-2016 award year federal cost of attendance (COA) are as follows:

COA Components	Online Campus			
	Assoc Degree	Undergrad Certificate	Undergrad Degree	Grad Degree
Credential Level				
Tuition	\$6,000	\$6,000	\$6,000	\$8,304
Loan Fees	\$48	\$72	\$72	\$96
Living Expense per month*	\$1,296	\$1,296	\$1,296	\$1,296
Annual COA	\$17,712	\$17,736	\$17,736	\$20,064
*Living Expenses includes living, transportation, miscellaneous costs				
**Note: housing expenses for Military Basic Allowance for Housing (BAH) is reduced by 72%				

COA Components	Ground Campus			
	Assoc Degree	Undergrad Certificate	Undergrad Degree	Grad Degree
Credential Level				
Tuition	\$11,040	\$11,040	\$11,280	\$15,072
Loan Fees	\$48	\$72	\$72	\$96
Living Expense per month*	\$1,296	\$1,296	\$1,296	\$1,296
Annual COA	\$22,752	\$22,776	\$23,016	\$26,832
*Living Expenses includes living, transportation, miscellaneous costs				
**Note: housing expenses for Military Basic Allowance for Housing (BAH) is reduced by 72%				

For more detailed information regarding actual tuition fees for programs and locations visit <http://www.west.edu/getting-started/financing-education/tuition-a-payment-options>.

Policy

The University uses an average monthly cost of living expense for all students based on nine months. The University COA consists of the following components:

- Tuition
- Living Expense
 - Housing
 - Transportation
 - Miscellaneous (school supplies and personal expenses)
- Loan Fees

If a student is attending less than half time, the COA is made up of the following components:

- Tuition

Tuition

Average tuition rates are obtained annually for online programs, and on ground programs for each certificate and degree level. The tuition expense for the COA is an average based on modality and certificate and degree level. The University documents how averages are calculated and makes this information available upon request. Exceptions include professional judgment decisions and elimination of an overaward using actual tuition costs. If a student's period of enrollment is less than a full academic year, costs are adjusted to match the period of enrollment.

Living Expense

The monthly living expense component is based on the 12-month low budget, as published by the College Board at <http://professionals.collegeboard.com/higher-ed/financial-aid/living-expense>. This is used to calculate a monthly living expense amount used for students of all regions and states. The monthly living expense is multiplied by the months in the loan period, based on the degree level. Students receiving military housing assistance (Basic Allowance for Housing or BAH) will have a reduction in living expenses.

End of Program Periods

The end of program (EOP) COA is based on the credits required to complete the program and the weeks of instructional time, converted to months, needed to complete those credits. The months are rounded up and multiplied by the monthly living expense amount to determine the EOP COA. The COA will not increase if a remaining period needs to be extended due to the student failing or withdrawing from a course(s) in the prorated period.

Loan Fees

The University calculates an average loan fee by performing a separate calculation for undergraduate and graduate students.

Incarcerated Students

The COA for incarcerated students is limited to tuition, course material fees, and books and supplies, if required in the program of study.

Tribal Budget

The University prepares a separate tribal budget for students who receive tribal funding. The tribal budget consists of actual tuition rates for the tuition component and may include a child/dependent care average component obtained from the National Association of Childcare Resource and Referral Agency (NACCRRRA). The University averages each childcare type for weekly and hourly cost for each state. Documentation is available for review, upon request.

Grade Level Determination

Determination of grade level is an important part of calculating eligibility for federal and state financial aid. The University determines the student's grade level by calculating the total number of credits that have been completed as of the beginning of an academic year. For example, a student with 12 transfer credits at the start of their program at the University will be considered a grade level 1 student. After the completion of one academic year of 24 credits, the student will have a total of 36 credits complete, making the student eligible for grade level 2 loan limits for their second academic year.

The following chart illustrates the number of credits required to complete each grade level.

Grade Level	Credits Applied in Primary Program (Include Transfer Credit)
GL 1 (Freshman)	0 - 24
GL 2 (Sophomore)	25 - 48
GL 3 (Junior)	49 - 72
GL 4 (Senior)	73+
Note: A student in a two-year program cannot receive more than a grade level 2 (GL 2) annual loan limit in any given year, no matter how long it takes to complete the program. A student in an undergraduate certificate program cannot receive more than grade level 1 (GL 1) annual loan limit in any given year, no matter how long it takes to complete the undergraduate certificate.	

For information on academic year definitions, please see the Financial Aid Awarding section.

Conflicting Information

If the University has conflicting information concerning a student's eligibility or has any reason to believe a student's application information is incorrect, the University will resolve such discrepancies before disbursing student financial aid funds. If discrepancies are discovered after disbursing student financial aid funds, the University will reconcile the conflicting information and require the student to repay any funds for which he or she was ineligible, unless the student is no longer enrolled for the award year. Examples of conflicting information may include, but are not limited to, the following:

- Social security numbers
- Date of birth
- Legal name
- Discrepant tax data (including whether or not the student/parent was required to file a tax return)
- Household size or marital status

- Citizenship status

Other Resources

Students are required to disclose financial assistance that will be paid by a third party on their behalf. When a portion of a student's cost of attendance is waived or paid by another source, other than federal financial aid, this is considered other resources. Examples of other resources include, but not limited to, the following:

- External grants and scholarships
- University grants and scholarships
- Tuition assistance
- Military tuition benefits
- University tuition discounts and waivers
- University administration tuition and/or student account adjustments
- Income from insurance programs that pay for the student's education
- Private loans
- Private and State grants
- Tribal aid
- Other financial assistance paid directly to the University

Note: Adjustments to tuition due to an approved Leave of Absence, early payment discounts and cash payments made by the student will not count as other resources.

A student must have financial need to receive all federal financial aid funds except for Direct Unsubsidized and PLUS Loans under the Direct Loan program. As such, a student's expected family contribution and other resources will be subtracted from the cost of attendance when determining eligibility for federal financial aid (Title IV). All awards, including need and non-need based aid, cannot exceed a student's annual cost of attendance.

If the University receives additional other resources that cause the student to exceed the cost of attendance, it will adjust the awards appropriately to eliminate the over-award. This may include reducing future disbursements for a second or subsequent payment period or returning awards to the funding source. Funds will be returned in the order most beneficial to the student.

Determining Enrollment at the University

Active enrollment is determined by a student's continuous attendance at the University. A student is considered to be in continuous attendance as long as no more than 14 days exist between academically related activities. For exceptions to this 14-day requirement, please refer to Withdrawing from the University section. For additional information, please see Academically Related Activities.

Students may have one of the following active enrollment statuses based upon the academic workload for his/her program:

Active Full-Time: The student's required academic workload for his/her program is at least 6 credits for an academic year, the student is actively attending class and the student's official last date of attendance based on Academically Related Activities (ARAs) does not exceed 14 days. Institutionally Scheduled Breaks and Incomplete Grade Extensions are excluded from the 14 day out of attendance calculation.

Active Less Than Half-Time: The student's required academic workload for his/her program amounts to less than the 6 credits for an academic year, as determined by the institution. In addition, the student is actively attending class and student's official last date of attendance based on ARAs does not exceed 14 days. Institutionally Scheduled Breaks and Incomplete Grade Extensions are excluded from the 14 day out of attendance calculation.

Note: A student must be considered enrolled and attending the University to maintain financial aid eligibility.

Academically Related Activities

Academically related activities (ARAs) are used to determine a student's official last date of attendance and corresponding enrollment status at the University. ARAs are also used to determine the effective date of active and withdrawn enrollment statuses.

Academic attendance is captured when students complete academically related activities (ARAs). The following activities in a program applicable course will constitute an academically related activity.

- On campus course – physically attending a ground course
- On campus course and Interactive online course – posting to a discussion board
- Online course - submitting a Knowledge Check
- Interactive online course - attending a live online course
- Interactive online course - submitting an alternative assignment through MyWest after viewing a recorded session
- All courses - submitting an assignment through MyAssignments on MyWest
- All courses - submitting exams or quizzes through MyAssessments on MyWest

Course Attendance Policy

Since West offers non-traditional course schedules, governmental compliance requires tracking of student attendance. Student adherence with the West attendance policy is mandatory. Course attendance requirements are as follows:

1. Students must post at least one attendance within the first eight calendar days of a course.
2. Students must post at least one attendance every 14 calendar days.

Online attendance will be taken every time one of the following activities is completed by the student:

- Submitting the Knowledge Check associated with a lecture video
- Submitting weekly assignments
- Completing graded tests and quizzes

West Interactive Online course attendance will be taken every time one of the following activities is completed by the student:

- Attending a live online session
- Submitting the alternative assignment through MyWest after viewing a recorded session
- Submitting assignments through MyAssignments on MyWest
- Submitting exams or quizzes through MyAssessments on MyWest
- Answering or replying to a discussion forum

On-campus attendance will be taken every time one of the following activities is completed by the student:

- Physically attending a class session on campus
- Submitting assignments through MyAssignments on MyWest
- Submitting exams or quizzes through MyAssessments on MyWest
- Answering or replying to a discussion forum

On-campus students are responsible for documenting their attendance by signing the class roster during class. All other attendance will be captured automatically as activities are completed.

Attendance will be recorded on the date of the activity based on Arizona time. Attendance guidelines outlined in this section present the minimum administrative requirement for a student to be eligible to receive an earned grade in a course. Instructors may refuse to confirm attendance for a student who remains for only a portion of a class meeting. Students are encouraged to retain copies of all sent items related to attendance compliance until the course is complete and grades are issued. Success in a course is based on the substance of coursework, not attendance.

Independent Study Attendance

Courses completed through independent study require weekly live sessions with the assigned faculty member. These attendance contacts must be direct/live communication. Phone, fax, email, and viewing recorded sessions do not constitute attendance. It is the student's responsibility to initiate weekly contacts with the instructor for each of the scheduled weeks of the course. Grades of "W" and "I" will not be issued for Independent Study courses. Students who do not fulfill Independent Study course requirements will be issued a grade of "F."

Institutional Break

West's winter break is an institutional break during which attendance requirements are suspended. Typically, students' next attendance must be completed within 14 calendar days. Therefore, attendance calculations are stopped on the first day of the break and resumed after the last day of the break. The calendar days of the institutional break are not included in the attendance calculation.

Students who have courses during December-January are able to post academic activities during the winter break. Those activities will be captured, but not recorded for attendance requirement calculations. Thus, students are required to post attendance prior to and after the winter break. If you have any questions about the winter break or maintaining attendance, please contact a student advisor.

Satisfactory Academic Progress

Information regarding University academic progression requirements for individual programs and information regarding the University's program and cumulative grade point average policy may be found in the University Academic Catalog at <http://west.smartcatalogiq.com/en>

Federal Financial Aid Satisfactory Academic Progress Policy

Federal regulations require institutions to establish a reasonable satisfactory academic progress (SAP) policy for determining whether an otherwise eligible student is making satisfactory academic progress in an educational program and may receive financial aid under the Title IV, HEA programs. The policy must be at least as strict as the policy the institution applies to a student who is not receiving federal financial aid under the Title IV, HEA programs. This federal financial aid SAP policy does not supersede the University's academic SAP policy.

Policy

Students must maintain SAP throughout the duration of their academic program to be eligible for federal financial aid. SAP is assessed by *qualitative* and *quantitative* measures and is evaluated at the end of each completed payment period in the student's academic program.

Qualitative Measure and Quantitative Measure

Qualitative Measure

Grade Point Average

Undergraduate students must have a cumulative program grade point average (GPA) of 2.0 at the end of each completed payment period, unless otherwise defined by academic policy. Graduate students must have a program GPA of 3.0 at the end of each completed payment period.

A student's cumulative GPA is calculated using only those grades earned at the University that are applicable to the current program of study. The program GPA is computed by adding the program applicable cumulative grade quality points earned (calculated by multiplying the credit hours and the weight of the grade earned in the course) and dividing it by the program applicable cumulative total number of credit hours completed.

Courses from which the student withdraws are not included in the program GPA calculation for the qualitative measurement.

Qualitative Exclusions

The following are excluded from the qualitative computation:

- Waivers

- National Testing Programs
- Courses with the following grades:
- Audit (AU)
- Incomplete (I)
- Passing (P)
- Withdrawal (W)
- No Credit (NC)
- Assessed Credits

Quantitative Measure

Each academic program has a published standard credit load for completion. The quantitative standard will automatically be evaluated for all periods of attendance at the University, including periods the student did not receive federal financial aid.

Maximum Timeframe

The maximum timeframe to complete the program cannot exceed 150% of the published length of the program measured in credit hours attempted for undergraduate and graduate students. Progress is evaluated cumulatively at the completion of each payment period for a student's primary program of study to ensure completion of the program within the 150% maximum timeframe.

If a student cannot complete the program of study within the maximum timeframe (as determined at the end of the payment period), the student will be placed on financial aid disqualification (FD) status and will not have the ability to appeal.

Pace of Completion

The quantitative measure – pace is calculated using the following formula:

Cumulative number of credit hours the student successfully completed

Cumulative number of credit hours the student attempted

At the end of each payment period, the student's pace of completion is evaluated. Students must earn at least 67% of the credit hours attempted toward completion of the primary program of study. Credit hours taken at other institutions and accepted toward a student's primary program of study at the University are included in both attempted and completed credit hours when measuring pace of completion.

Courses from which the student withdraws are counted as attempted credit hours when calculating the quantitative measurement or program pace.

Included in Pace of Completion

The following are included as attempted in the pace of completion calculation:

- Assessed Credits
- D status (Dropped)
- W status (Withdrawal)
- Courses completed with the following grades:
 - A, B, C, D, F, IA, IB, IC, ID, and IF (+/-)

SAP Statuses

Evaluation

The University evaluates SAP for student's primary program of study based on a completed payment period (generally, at least 12 credit hours). As a result of the evaluation, a student is assigned a federal financial aid SAP status.

Financial Aid Warning

Undergraduate students who have less than a cumulative 2.0 GPA, or otherwise minimum as stated in policy and graduate students who have less than a 3.0 GPA OR who do not earn 67% of the credits they attempt (cumulatively) at the end of a completed payment period, are automatically placed on "financial aid warning" (FW) status. The University can disburse federal financial aid funds to students on financial aid warning (FW) status for one payment period.

Financial Aid Disqualification

If a student on FW status does not meet SAP (qualitative and/or quantitative measure) at the end of the subsequent completed payment period, the student is not eligible for additional federal financial aid and will be placed on a financial aid disqualified (FD) status. Students who are placed on FD status are ineligible for federal financial aid.

Financial Aid Probation

Students who are granted an appeal will be placed on financial aid probation (FP) status and will have their financial aid eligibility reinstated based on the appeal. The University can disburse federal financial aid funds to students on FP status for one probationary payment period provided all other eligibility requirements are met. The student must meet the University's SAP standards to maintain federal financial aid eligibility.

Student Notification

The University will notify students at any point during their enrollment if they are placed on or taken off the FW, FP, FD or Regular Student (RG) statuses, as these affect student eligibility to receive federal financial aid.

Additional SAP Information

Student Financial Aid Appeals

Students placed on FD status due to a violation of the qualitative and/or quantitative standards during the financial aid warning period, may appeal the disqualification to regain eligibility for federal financial aid. Students may do so by submitting an appeal to the Student Financial Services – Operations Professional Judgment (SFS-O PJ) Team. If there are unusual circumstances that should be considered during the appeal process, federal financial aid reinstatement may be possible during a financial aid probation period.

Approval and/or reinstatement of federal financial aid eligibility are not guaranteed. The Professional Judgment team reviews all appeals on a case-by-case basis. Approval is only granted when there are significant extenuating circumstances. All decisions made by the Professional Judgment team are final.

The University will allow a student to have a maximum of two approved appeals during the time at the University. These appeals cannot be consecutive and will only be considered if unusual circumstances exist. Examples of unusual circumstances may include, but not limited to the following:

- Death of a relative
- An injury or illness of the student
- Other special circumstances

Students must explain in the appeals process why the nature and timing of their unusual circumstance(s) directly prohibited them from maintaining SAP, and what has changed in their situation that would allow them to demonstrate SAP at the next evaluation. If students have more than 12 credits remaining in their program of study, they must demonstrate they will be able to meet both the qualitative and quantitative measures. If students have 12 or less credits remaining, they must demonstrate the ability to complete the remaining credits successfully.

Regaining Eligibility after Payment Period of Ineligibility

A student who is not making SAP regains eligibility only when the student complies with the University's SAP requirements. Therefore, if a student loses eligibility for federal financial aid as a result of not meeting SAP requirements, the student must pay for the ineligible payment period using non-federal financial aid funds.

If the ineligible payment period is the second payment period of an academic year/loan period already established, any federal financial aid awarded for the second payment period will be canceled and, if necessary, returned to the funding source.

If, after the ineligible payment period, the student meets all SAP criteria, the student's borrower based academic year (BBAY) will start at the beginning of the eligible payment period following the period of ineligibility.

Maximum Timeframe

If at any time during the evaluation period it is determined a student is not going to complete the program of study within the maximum timeframe of 150% of the length of the educational program, the student becomes ineligible for federal financial aid. This determination cannot be appealed.

Transfer Credits - Qualitative

A student's program GPA is calculated using only grades earned at the University in courses that are applicable to the program. Therefore, transfer credits will not apply when calculating the student's GPA at the University. Transfer credits include all credits applied toward the completion of the student's degree program.

Transfer Credits Quantitative

Credits taken at other institutions and applied towards the student's program at the University are included in both attempted and completed hours when measuring the student's pace towards completion.

Program Changes

Students who change program at the University will be re-evaluated to determine which credits apply to the new program. SAP is assessed by *qualitative* and *quantitative* measures and is evaluated at the end of each completed payment period in the student's new program.

Repeat Courses

Grades for prior attempts are excluded when calculating the qualitative component. However, credits from all attempts are included when assessing if a student meets the quantitative component. Although a student may successfully complete a course more than once, only the first passing grade is counted as a completion when calculating the quantitative component.

Concurrent Enrollment

The University will evaluate SAP for the primary program based on completed weeks and credits of a payment period, regardless of whether or not the student is enrolled concurrently. All credits completed at the University that are applicable to the primary program will apply toward the primary program's GPA.

Professional Judgment

The University may exercise discretion to accommodate special circumstances, with respect to some aspects of eligibility, using Professional Judgment. Professional judgment allows the University to treat a student individually when the student has special circumstances not sufficiently addressed by a standard approach.

The University uses a professional judgment on a case-by-case basis. The reason is documented in a student's file as it relates to the student's special circumstances. Special circumstances include conditions that differentiate an individual student from a whole population of students. The University does not accept professional judgments made for a student by another school, but reviews the student's circumstances and, if appropriate, documents the professional judgment decision made on the student's behalf. The University's decision regarding professional judgment adjustments is final and cannot be appealed to the U.S. Department of Education.

A student should contact a student advisor if interested in submitting a professional judgment request.

Note: The University will complete Verification before exercising professional judgment for students who have been selected for Verification.

Financial Aid Disbursements

Federal Funds

A student is eligible to receive the first disbursement of federal financial aid funds when the University confirms the student is enrolled in courses for the payment period and is eligible to receive the funds. The student becomes eligible to receive a disbursement of federal financial aid funds for the second payment period when the student successfully completes one-half the weeks of instructional time AND earns one-half the credit hours in the defined academic year. Typically, the University will disburse funds once the student successfully completes half the credits and weeks of instruction in the current academic year, which may consist of more credit hours or weeks of instruction than the defined academic year.

First-time, first-year undergraduate borrowers will not have the first installment of the Direct Loan disbursed until 30 calendar days after the eligible program of study begins.

Financial Aid Disbursements		
Federal Loans	First Disbursement Eligibility	Second Disbursement Eligibility
Direct First-Time, First-Year Borrower	30 days after academic year or program start date	Successfully completes ½ weeks and credits in academic year or program and has posted attendance for the 2 nd payment period
Direct Subsequent Borrower, Parent PLUS, and Graduate/ Professional PLUS	10 days after the academic year start date or 10 days after date of certification if the academic year start date is in the past	Successfully completes ½ weeks and credits in academic year or program and has posted attendance for the 2 nd payment period
Federal Grants	First Disbursement	Second Disbursement
Pell Grant Iran Afghanistan Service members Grant (IASG)	10 days after the academic year start date* or 10 days after date of certification if the academic year start date is in the past *Pell Grant disbursement for the current award year cannot be made until July 1, 2015, regardless of when the academic year starts.	Successfully completes ½ weeks and credits in academic year or program and has posted attendance for the 2 nd payment period*. *Pell Grant disbursement for the current award year cannot be made until July 1, 2015, regardless of when the academic year starts.
FSEOG	10 days after the academic year start date* or 10 days after date of certification if the academic year start date is in the past *FSEOG disbursement for the current award year cannot be made until July 1, 2015, regardless of when the academic year starts.	Successfully completes ½ weeks and credits in academic year or program and has posted attendance for the 2 nd payment period*. *FSEOG disbursement for the current award year cannot be made until July 1, 2015, regardless of when the academic year starts.
State Grants	First Disbursement	Second Disbursement
	Varies Dependent on individual state requirements	
Private Loans	First Disbursement	Second Disbursement
	Varies Dependent on private lender requirements	

Financial Aid Authorization to Hold Funds Policy

The University may obtain a student's (or parent in the case of a PLUS loan) written, **voluntary** authorization through the University's financial aid application process, to hold a federal financial aid credit balance. Each award year, a new authorization form is requested.

The University does not require or coerce the authorization and notifies the student (or parent in the case of a PLUS loan) the authorization may be canceled at any time. If the student (or parent in the case of a PLUS loan) chooses to cancel the authorization, the cancellation is not retroactive. Funds held for incurred allowable charges and prior year charges prior to the University receiving the authorization cancellation, will remain on account.

At any time, the University will accept a signed statement from a student (or parent in the case of a PLUS loan), canceling or modifying the authorization initially provided. The Financial Aid Authorization form is available to students on the University's web site (MyWest).

The University will accept an authorization provided by the student (or parent in the case of a PLUS loan) orally, rather than in writing if the student (or parent in the case of a PLUS loan) is affected by a federally declared natural disaster and is prevented from providing a written authorization based on status.

If a student (or parent in the case of a PLUS loan) cancels an authorization to apply a federal financial aid credit balance, the funds are paid directly to the student (or parent in the case of a PLUS loan, or student if authorized by the parent). This occurs as soon as possible, but no later than 14 days after the University receives the notice.

The University automatically holds funds for allowable charges for the current payment period as well as Direct Loan funds for any prior loan period charges for tuition not exceeding \$200. If both the first and second disbursements are received simultaneously, allowable charges may be withheld for both payment periods provided those charges have been charged to the student account.

Application of Funds

The University applies funds received from a federal financial aid disbursement in the following order:

1. Invoiced and unpaid allowable charges for the current payment period, or prior payment period of the loan period;
2. If authorization has been obtained from the student (or parent, in the case of a PLUS loan), future allowable charges in the payment period of the applicable loan period; and
3. Loan funds to any unpaid allowable charges for a prior loan period (not to exceed \$200)

Note: There may be instances where a disbursement of Direct Loan funds is received and there are no current invoiced or future allowable charges on the student's account. In these instances, the University first applies the Direct Loan funds to any unpaid allowable charges for a prior loan period, not to exceed \$200.

Any remaining credit balance funds are disbursed to the student (or parent in the case of a PLUS loan, or student if authorized by the parent) no later than 14 days after the date the balance occurred on the student's account.

Notwithstanding any authorization, the University pays any remaining balance on loan funds to the student (or parent in the case of a PLUS loan, or student if authorized by the parent) by the end of the loan period.

Notification of Authorization

If a student or parent chooses to authorize the University to hold federal financial aid funds for estimated future charges, there are three options to notify the University:

1. Initial notification
 - a. The student may answer Financial Aid Authorization to Hold Funds questions when completing the loan request process at MyWest/Me/Financial Aid
2. Update/Change Authorization to Hold to Funds
 - a. If student or parent wants to update or change the original authorization to hold funds, they may submit an updated Authorization to Hold Funds Form at any time. This form is available for print from the MyWest Student website under the Resource tab.
 - b. Student or parent completes and faxes form to a student advisor for processing.
 - c. When an update is submitted, it is only in effect for future disbursements and the authorizations are not retroactive.
3. Signed statement
 - a. The University will accept a signed statement from a student or parent outlining any changes to the Authorization to Hold to Funds form at any time.

- b. Student Financial Services – Operations (SFS-O) processes the request accordingly.
- c. When an update is submitted, it is only in effect for future disbursements and authorizations are not retroactive.

Cancellation of Federal Financial Aid

The student (or parent in the case of a Parent PLUS loan) must inform the University if all or a portion of federal financial aid funds are to be canceled. Once the loan has disbursed, the University sends the student/parent a Right to Cancel letter, which includes the time given to respond should the student and/or parent borrower wish to cancel their loan request(s). This notification is mailed after the loan disbursement has been credited to the student's account. Borrowers who wish to cancel all or a portion of their loan must inform the University within 30 days from the date the University sends the disbursement notification. Any requests received after the 30 days but prior to 110 days will be honored as a partial cancellation based on title IV funds that are currently unapplied. The University notifies the student/parent in writing of the outcome of his or her request regardless of when the cancellation request is received.

State Funds

For purposes of disbursing state funds, a payment period is defined according to individual state requirements. The payment period determines when funds are disbursed and the exact amount to be disbursed.

Financial Aid Counseling

Students borrowing federal loans for the first time must complete online loan entrance counseling at the U.S. Department of Education website (<https://studentloans.gov/myDirectLoan/index.action>). Federal loans cannot be disbursed until loan entrance counseling is complete. Entrance counseling generally includes the following:

- An explanation of the use of a master promissory note (MPN)
- Importance of repayment obligation
- Description of consequences of default
- Sample repayment schedules
- Information in reference to a borrower's rights and responsibilities
- Information on the National Student Loan Data System (NSLDS), http://www.nslds.ed.gov/nslds_SA/
- Information on possible loss of eligibility for additional Direct Subsidized loans, including information on how a borrower's maximum eligibility period, remaining eligibility period, and subsidized usage period are determined
- The potential for a borrower becoming responsible for all accruing interest on Direct Subsidized loans during in-school periods, grace periods (for loans first disbursed on July 01, 2012 through June 30, 2014), and periods of authorized deferment
- Other terms and conditions

The goal of entrance counseling is to help the student understand what it means to borrow federal student loans. More details about entrance counseling can be viewed online at the Federal Student Aid website, <http://studentaid.ed.gov/fafsa/next-steps/entrance-counseling>

Federal Direct Loan Exit Counseling

Loan exit counseling is conducted online at the U.S. Department of Education website (<https://studentloans.gov/myDirectLoan/index.action>) shortly before the student ceases at least half-time enrollment, within 30 days of completion of a program or withdrawal from the University. Exit counseling generally includes the following:

- An explanation of the use of a master promissory note (MPN)
- Importance of repayment obligation
- Description of consequences of default
- Sample repayment schedules
- Information in reference to a borrower's rights and responsibilities
- Information on the National Student Loan Data System (NSLDS), http://www.nslds.ed.gov/nslds_SA/

- Information on possible loss of eligibility for additional Direct Subsidized loans, including information on how a borrower's maximum eligibility period, remaining eligibility period, and subsidized usage period are determined
- The potential for a borrower becoming responsible for all accruing interest on Direct Subsidized loans during in-school periods, grace periods (for loans first disbursed on July 01, 2012 through June 30, 2014), and periods of authorized deferment
- Impact of accruing interest on the borrower's total debt
- Other terms and conditions

Federal Perkins Loan Counseling

Perkins loan exit counseling is conducted online at the Mapping Your Future Online Counseling website at <http://mappingyourfuture.org/oslc/counseling/index.cfm?act=Intro&OslcTypeID=4>. Perkins loan counseling generally includes the following:

- Importance of repayment obligation
- Explanation of repayment terms
- Consequences of delinquency and default
- Sample repayment schedules
- Information in reference to a borrower's rights and responsibilities
- Other terms and conditions

Federal Loan Repayment

Prior Federal Student Loan Deferments (Postponing Payments)

A student who is registered and attending classes at the University can postpone making payments on federal student loans from previous colleges by requesting a deferment from the loan holder or servicer. Return all deferment forms to the University Registrar Office for processing. The loan holder or servicer makes the final determination to grant a deferment request.

There are a variety of additional circumstances which allow students to postpone payments on their federal loans. Detailed information regarding deferments may be viewed at <http://studentaid.ed.gov/repay-loans/deferment-forbearance> or <http://www2.ed.gov/offices/OSFAP/DirectLoan/postpone.html>.

Receiving a deferment is not automatic. Borrowers must formally request a deferment through the procedures established by the holder of their loan(s).

Loan Payment Calculator

Loan payment calculators may be used by students or potential students to calculate monthly payments under the different student loan repayment plans available.

The Repayment Estimator at <https://studentloans.gov/myDirectLoan/mobile/repayment/repayment> Estimator action allows students to estimate their payment under all available repayment plans.

Sample Standard Repayment Calculator Detail

Interest Rate: 6.80% Loan Amount: \$12,000

With the standard plan, a fixed payment amount each month until loans are paid in full. Monthly repayments will be at least \$50, and have up to 10 years to repay.

Repayment Summary	
Months in Repayment	120
Monthly Payment	\$138
Total Interest Payment	\$4,572

Total Loan Payment	\$16,572
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Extended Repayment—is only available for loan amounts greater than \$30,000.

Graduated Repayment Detail—120 months starting at a payment of \$80 and a final monthly payment amount of \$239. Total interest paid would be \$5,832 for a total of \$17,832.

Payment amounts under the Pay As You Earn, Income-Based, and Income-Contingent repayment plans will be available in the Repayment Estimator after you enter your tax filing status, adjusted gross income, family size and state of residence.

Federal Student Loan Consolidation

A Direct Consolidation Loan allows a borrower to combine multiple federal student loans into one, which results in one bill and one lender. It can also lower monthly payments by giving borrowers up to 30 years to repay their loans; however, by increasing the length of the repayment period, you will also make more payments and pay more in interest. Most federal student loans, including the following, are eligible for consolidation:

- Direct Subsidized Loans
- Direct Unsubsidized Loans
- Subsidized Federal Stafford Loans
- Unsubsidized Federal Stafford Loans
- Direct PLUS Loans
- PLUS loans from the Federal Family Education Loan (FFEL) Program
- Supplemental Loans for Students (SLS)
- Federal Perkins Loans
- Federal Nursing Loans
- Health Education Assistance Loans
- Some existing consolidation loans

Detailed information on loan consolidation, including the pros and cons to consider, may be found at <http://studentaid.ed.gov/repay-loans/consolidation>

Federal Student Loan Forgiveness, Cancellation, and Discharge

In certain situations, borrowers can have their federal student loans forgiven, canceled or discharged. Below is a list of the type of forgiveness, cancellation, and discharges available.

- Total and Permanent Disability (TPD) Discharge
- Death Discharge
- Discharge in Bankruptcy (in rare cases)
- Closed School Discharge
- False Certification of Student Eligibility or Unauthorized Payment Discharge
- Unpaid Refund Discharge
- Teacher Loan Forgiveness
- Public Service Loan Forgiveness
- Perkins Loan Cancellation and Discharge (includes Teacher Cancellation)

Detailed information on these options is available at <http://studentaid.ed.gov/repay-loans/forgiveness-cancellation>

Leave of Absence Policy

Policy

This policy is applicable to all students who are actively enrolled in degree programs at Western International University.

Students may be approved by the University for multiple LOAs in a 12-month period. The total of all approved LOAs may not exceed 180 days in the 12-month period. During an approved LOA, the student is not considered withdrawn and no Return of Title IV (R2T4) calculation is required for financial aid recipients.

Required Documentation

An LOA may be approved only if the University determines there is a reasonable expectation the student will return. Students must follow the University's LOA policy when requesting the LOA, by providing (on or before the start date of the LOA) a completed University LOA request form or a written, signed and dated request, including the reason for the LOA to Student Financial Services – Operations (SFS-O).

If unforeseen circumstances prevent a student from providing a request for the LOA to the campus on or before the start of the LOA, the University may grant the LOA if the campus has documented the reason and decision. The University must collect the signed LOA request form from the student later and provide it to SFS-O within a reasonable amount of time from the last date of attendance. Unforeseen circumstances may include, but are not limited to, medical and family emergencies, military, jury duty, business travel, University course cancellation and/or facility closure, and natural disasters.

If a student is out of attendance due to an unforeseen circumstance and considered an unofficial withdrawal and the University can document the reason and decision for the LOA prior to the Return of Title IV (R2T4) calculation being performed, the student will be placed on an approved LOA and no calculation will be required.

An LOA will not be approved if a student requests an LOA after 14 consecutive days of nonattendance, has a current enrollment status of unofficial withdrawal (UNW) and the request is not due to unforeseen circumstances that occurred prior to the UNW status.

If a student requests an LOA start date in the future and is officially withdrawn, unofficially withdrawn, or administratively withdrawn from the University prior to the start date of the LOA, the LOA is not valid and will be canceled.

Length

In determining the length of the LOA, the LOA start date is the first day of the LOA and the LOA end date is the day before the start date of the course the student is returning to at the University. The first day of the student's initial LOA is used when determining the start date for the 12-month period. If a student is granted an LOA due to unforeseen circumstances, the beginning date of the approved LOA, as recorded by the student on the LOA form, is the date the student was unable to attend class because of unforeseen circumstance.

The course start date will cease the LOA day count; however, the University's academic system of record will use an active enrollment status effective date as determined by the date the student posts an academic related activity (ARA) in the course the student returns to at the University. NSLDS Enrollment Reporting will use the standard effective date for an active enrollment (i.e. course start date). A new LOA request form will be required for any additional LOAs.

Note: At the time of the LOA approval, the University will review the LOA dates requested by the student and may adjust those dates based on ARAs, class schedules, etc.

Extending an LOA

A student may request an LOA extension as long as the request is made before the scheduled return date. Students must follow this policy when requesting the LOA extension, by providing on or before the scheduled end date, a written, signed, and dated request, including the reason for the LOA extension to Student Financial Services – Operations (SFS-O).

Institutionally Scheduled Breaks

If a student submits an LOA request with a start date being the same day as the start of an institutionally scheduled break or a start date that falls within an institutionally scheduled break, the University will update the LOA start date to the first day after the institutionally scheduled break ends.

If a student's LOA is scheduled to end on or within an institutionally scheduled break, the University will update the LOA return date to the start date of the course that is scheduled to begin after the institutionally scheduled break, as long as the student is registered for a course set to begin when the institutionally scheduled break ends.

If a student's LOA request completely overlaps an institutionally scheduled break, all days of the institutionally scheduled break and the LOA days will count toward the length of the LOA and apply toward the maximum of 180 days in a 12-month period. The University will not allow a student to take two consecutive LOAs separated by an institutionally scheduled break.

Disbursements during an LOA

The University may disburse Pell, IASG, and FSEOG funds to a student on an LOA during certain times of the year. Federal financial aid funds that are part of a credit balance created before the student began an LOA may be paid to the student, since those funds were disbursed before the student went on the LOA.

Completion of Coursework upon Return

If a student starts an approved LOA in the middle of a course, the University must ensure no additional charges for this course are incurred when the student returns from the LOA. To ensure no additional charges for this course are incurred, the University will issue the student an LOA Credit (LOAC). This LOAC will be applied to the course scheduled after the LOA end date.

Failure to Return

The University will advise the student, prior to granting the LOA, that failure to return from an LOA may affect the loan repayment terms, including the expiration of the student's grace period. If a student does not return from an approved LOA, the withdrawal date and beginning of the grace period will be the student's last date of attendance.

If the student reenters, after withdrawing from the University, the previously approved LOA days will count toward the student's LOA maximum of 180 days in a 12-month period.

Return of Title IV (R2T4) Policy

A federal financial aid recipient who withdraws from the University is subject to a Return of Title IV (R2T4) calculation. For the purpose of R2T4 calculation requirements, a recipient is a student who has actually received federal financial aid funds or has met the conditions that entitled the student to a late disbursement of federal financial aid funds. The University is required to review the amount of federal loan and grant a student received for the payment period to determine what percentage of federal financial aid the student earned prior to withdrawal. The percentage of federal financial aid determined to be unearned for the payment period must be returned to the appropriate federal financial aid program(s).

Policy

When a federal financial aid recipient withdraws from the University prior to the end of a payment period, a R2T4 calculation must be performed to determine the amount of federal financial aid funds earned as of the date of withdrawal. If the total amount of federal financial aid earned is less than the amount of federal financial aid funds disbursed to the student or on behalf of the student in the case of a parent PLUS loan, the difference between these amounts is returned to the applicable federal financial aid programs. If federal financial aid funds earned is greater than federal financial aid funds disbursed, the difference between these amounts is treated as a post withdrawal disbursement (PWD). An R2T4 calculation is not performed if the federal financial aid recipient withdraws after successfully completing the payment period AND all funds awarded for that period have been disbursed.

Return Calculation

The amount of federal financial aid earned is calculated by determining the percentage of aid earned and applying this percentage to the total amount of federal financial aid disbursed and that could have been disbursed for the payment period. The payment period is defined as the period of time it takes the student to complete at least one-half of the weeks and credits in the student's academic year. For purposes of determining earned federal financial aid, a student's aid is considered disbursed as of the student's last date of attendance. As long as conditions for a late disbursement (described below) are met prior to the date the student became ineligible (student's last date of attendance), any undisbursed federal financial aid will be counted as aid that could have been disbursed.

Conditions for a Late Disbursement

- The U.S. Department of Education (ED) processed a Student Aid Report (SAR) or Institutional Student Information Record (ISIR) with an official Expected Family Contribution (EFC) for the student (except in the case of a parent PLUS loan)
- The University originated a Direct loan (DL)

- The University made the award to the student for a Federal Perkins loan or Federal Supplemental Educational Opportunity Grant (FSEOG)

The University does not include as a post withdrawal disbursement any funds the University was prohibited from disbursing on or before the date the student withdrew which would apply to the following:

- Second or subsequent disbursements of DL funds unless the student has graduated or successfully completed the loan period
- Second disbursements of DL funds for the period the University is prohibited from making until the student successfully completes one-half of the weeks of instructional time and one-half the credit hours in the academic year
- Disbursements of DL or Perkins loan funds for which the borrower has not signed a promissory note
- Disbursements of a Federal Pell Grant or Iraq Afghanistan Service Grant (IASG) to a student for whom the University did not receive a valid SAR or valid ISIR by the deadline date established by the Secretary in the Federal Register
- Federal Pell Grant or IASG funds for a subsequent payment period when the student has not successfully completed the earlier payment period for which the student has already been paid
- Disbursements of DL funds to a first-year, first-time borrower who withdraws before the 30th day of the student's program of study

Inadvertent Overpayments

An inadvertent overpayment occurs when the University disburses funds to a student no longer in attendance but prior to the date the University determines the student withdrew from the program. This would include any federal financial aid fund disbursements made after the student's last date of attendance but prior to the University's determination that the student was withdrawn. These inadvertent overpayments are included in the R2T4 calculation as aid that could have been disbursed.

Only students who meet the late disbursement criteria are entitled to keep federal financial aid funds disbursed as an inadvertent overpayment. If the inadvertent overpayment cannot be made as a late disbursement, the University returns the entire amount of the federal financial aid funds disbursed. If the inadvertent overpayment can be made as a late disbursement, the University returns only the unearned portion of the inadvertent overpayment within 45 days of the University's date of determination that the student withdrew. Unearned inadvertent overpayments are returned according to the requirements for the return of unearned funds.

Verification and the Return Calculation

If a student provides required verification documents after withdrawing from the University but within 30 days of the date of the notification informing the student of the requirements, and in time for the University to meet the 30-day Return deadline, the University performs the R2T4 calculation based on all federal financial aid the student had established eligibility prior to the withdrawal.

For the Federal Pell Grant Program, if the student provides the verification documents after the 30-day deadline but before the earlier of 120 days after the student's last date of attendance or the deadline established by ED each award year, the University reviews and addresses eligibility as required.

If the student does not provide all verification documents in time for the University to complete verification and meet the R2T4 deadlines, the University includes in the R2T4 calculation only the federal financial aid that was not subject to verification (unsubsidized and PLUS loan funds) and for which the conditions of a late disbursement were met prior to the student's withdrawal.

Institutionally Scheduled Breaks

Institutionally scheduled breaks of five or more consecutive calendar days are excluded from the R2T4 calculation. This includes all holiday, inclement weather, administrative, and emergency closure breaks of five or more consecutive days.

When Funds are Disbursed Using Different Payment Periods

When the University disburses different types of aid using different payment periods, e.g., one payment period for disbursing grant funds and another payment period for disbursing DL, only one payment period is used in determining earned funds. The payment period ending later is used for the R2T4 calculation.

Percentage of Earned Federal Financial Aid

The calculation of Percentage of Federal Financial Aid Earned includes all financial aid disbursed or that could have been disbursed to a student. The percentage is equal to the percentage of the payment period completed by the student as of the student's last date of attendance in the payment period. This percentage is determined using the University's *rate of progression calculation*.

If a student withdraws after successfully completing the payment period, 100% of the federal financial aid funds are earned and no calculation is required. If the withdrawal date occurs after the student completes more than 60% of the payment period, the student earns 100% of the federal financial aid funds.

Rate of Progression Calculation

The percentage of the period completed is calculated as follows:

$$\frac{\text{Number of calendar days completed in the payment period}}{\text{Total number of calendar days in the payment period}}$$

Total Calendar Days Completed in the Payment Period

The total number of calendar days completed in the payment period (numerator) is the count of calendar days from the payment period start date to the official last date of attendance (OLDA).

Required Adjustments to Calendar Days Completed in the Payment Period

Calendar days are removed from calendar days completed in the payment period if any of the following occurred between the payment period start date and the student's last date of attendance:

- Institutionally scheduled breaks of five (5) consecutive calendar days or more
 - Holidays
 - Inclement Weather
 - Administrative
- Emergency Closures
- Student scheduled or selected breaks of five (5) consecutive calendar days or more between courses
- All approved Leave of Absence calendar days
- Unapproved breaks of less than 180 days

Total Calendar Days in the Payment Period

The total number of calendar days in a payment period (denominator) is determined based upon the number and type (credential level and modality) of credits awarded in the payment period.

Required Adjustments to Calendar Days in the Payment Period

Additional calendar days must be added to the payment period for unsuccessful course(s) completions with grades of F, IF, or W that occurred in a course prior to the student's last date of attendance.

If the payment period needs to be extended, it is extended by a defined number of days based upon the following credential levels and modalities:

For Online students:

- 56 days (8 weeks) if one 3-credit course is needed
- 84 days (12 weeks) if two courses are needed
- 112 days (16 weeks) if three courses are needed
- 140 days (20 weeks) if four courses are needed

For Ground students:

- 50 days (8 weeks) if one 3-credit course is needed

- 75 days (12 weeks) if two courses are needed
- 100 days (16 weeks) if three courses are needed
- 125 days (20 weeks) if four courses are needed

Please note: Additional calendar days are not added for the course(s) in which the student's OLDA falls within. This includes any course(s) the student was enrolled in but did not complete at the time of withdrawal.

Calendar days are **removed** from the *calendar days in the payment period* if any of the following occurred or is scheduled to occur from the payment period start date to the payment period end date:

- Institutionally scheduled holiday breaks of five (5) consecutive calendar days or more
- Student scheduled of selected breaks of five (5) consecutive calendar days or more between courses
- All approved Leave of Absence calendar days
- Other periods of non-enrollment of five (5) consecutive calendar days or more (including administrative and inclement weather closures)
- Unapproved breaks of less than 180 days

Note: If a student withdraws, reenters, and withdraws again while in the same payment period, the calculation of both the **completed days** (numerator) and **total days** (denominator) for the **second or subsequent** withdrawal will include the following:

- If the "in progress course" where the first or prior official last date of attendance (OLDA) occurred has an A, B, C, D or F grade, the completed days and total days will be from the start date to the end date of the course regardless of the last academically related activity (ARA) posting for that course.
- If the "in progress course" where the first or prior OLDA occurred has a grade other than A, B, C, D or F, the completed days and total days will include the days from the start date of the course to the prior OLDA (last ARA).

Rate of Progression Examples

The following examples illustrate the rate of progression calculation outlined above. The figures provided are examples only; actual amounts may vary for each student.

Bachelor Program - Online:

Last date of attendance is 09/28/20XX

Payment Period is 09/01/20XX to 01/25/20XX

Course Schedule:

Course ID	Credits	Start Date	End Date	Instructor	Grade
Course #1	3.0	09/01/20XX	10/26/20XX	SMITH	W
Course #2	3.0	10/06/20XX	11/30/20XX	JONES	
Course #3	3.0	11/03/20XX	12/28/20XX	JOHNSON	
Course #4	3.0	12/01/20XX	01/25/20XX	BROWN	

Rate of Progression Calculation:

28 (Number of calendar days completed in the payment period)

168 (Total number of calendar days in the payment period)

- Number of calendar days in payment period = 28 days
- Total number of calendar days in the payment period = 168 days (56 days for in progress course plus 112 projected days)
- Percentage of the payment period completed = 28 completed days/168 total days = .1666 or 16.7%

Days Completed	Total Days	Percentage of Payment Period Completed	Federal Financial Aid Disbursed For the Payment Period	Disbursed Financial Aid Earned*
28	168	16.7%	\$3,000	\$501
*Estimate for illustrative purposes only				

Bachelor Program - Ground:

Last date of attendance is 08/30/20XX

Payment Period is 07/01/20XX to 11/25/20XX

Course Schedule:

Course ID	Credits	Start Date	End Date	Instructor	Grade
Course # 1	3.0	07/01/20XX	08/19/20XX	SMITH	A
Course # 2	3.0	08/05/20XX	09/23/20XX	JONES	W
Course # 3	3.0	09/02/20XX	10/21/20XX	JOHNSON	
Course # 4	3.0	10/07/20XX	11/25/20XX	BROWN	

Rate of Progression Calculation

61 (Number of calendar days completed in the payment period)

160 (Total number of calendar days in the payment period)

- Number of calendar days in the payment period = 61 days
- Total number of calendar days in the payment period = 160 days (85 days for successfully completed course and in progress course plus 75 projected days)
- Percentage of the payment period completed = 61 completed days/160 total days = .3812 or 38.1%

Days Completed	Total Days	Percentage of Payment Period Completed	Federal Financial Aid Disbursed For the Payment Period	Disbursed Financial Aid Earned*
61	160	38.1%	\$3,000	\$1,143
*Estimate for Illustrative purposes only				

Title IV Credit Balance and the Return Calculation

A Title IV credit balance created during the period is not released to the student nor returned to the federal financial aid programs prior to performing the R2T4 calculation. The University holds these funds even if, under the 14-day credit balance payment requirements, funds were otherwise required to be released.

In the R2T4 calculation, the University includes any federal financial aid credit balance as disbursed aid. Although not included in the R2T4 Calculation, any federal financial aid credit balance from a prior payment period in the academic year that remains on a student's account when the student withdraws is included as federal financial aid for purposes of determining the amount of any final federal financial aid credit balance when a student withdraws. Upon application of any applicable refund policies, a federal financial aid credit balance is allocated first to repay grant overpayments owed by the student as result of the current withdrawal.

Within 14 days of the date the University performs the R2T4 Calculation, the University will pay any remaining federal financial aid credit balance in one or more of the following ways:

- Pay authorized charges at the University

- Pay to the student (or parent for a PLUS loan)

The University applies its own refund policy before allocating a federal financial aid credit balance. However, the University does not actually complete the refund process before completing the steps for allocating the federal financial aid credit balance.

If the University is unable to locate the student (or parent) when attempting to pay a credit balance, it returns the funds to the federal financial aid programs.

Return of Unearned Aid

In the R2T4 Calculation, the total **Amount disbursed** and **Amount that Could Have Been Disbursed** to the student or on the student's behalf, minus the **Amount of Federal Financial Aid Earned** by the student determines the amount of federal financial aid funds unearned and required to be returned to the funding source.

When a return of federal financial aid is required, the University and the student may both need to return funds. The University returns the lesser of the following amount to the appropriate federal financial aid programs:

- The total amount of unearned aid; or
- The amount equal to the total University charges incurred by the student for the payment period multiplied by the percentage of unearned aid.

University (institutional) charges incurred by the student include tuition (including electronic course materials and books); fees (defined as special course fees) initially assessed to the student for the entire payment period. Initial charges are only adjusted for changes the University makes prior to the student's withdrawal. The amounts of institutional charges included in the R2T4 calculation are those charged or anticipated to be charged to the student's account. Although institutional charges may not have actually been charged due to the student's withdrawal, the University uses the actual charges to date, to include full tuition and fees for each course in the payment period and estimate the remaining charges based on the student's primary campus. Institutional charges include any tuition adjustments to correct invoiced charges that occur prior to the beginning of the course from which the student withdrew.

Tuition waivers for military students are not counted as Estimated Financial Aid (EFA) and will be subtracted from institutional charges in the R2T4 calculation.

If, after a student withdraws, the University changes the amount of institutional charges it assessed, or decides to eliminate all institutional charges, those changes do not impact the charges or aid earned in the calculation.

The University returns federal financial aid funds to the programs in the following order, up to the net amount disbursed from each source:

- Unsubsidized Federal Direct Stafford loans
- Subsidized Federal Direct Stafford loans
- Federal Perkins loans
- Federal Direct PLUS loans (Graduate student)
- Federal Direct PLUS loans (Parent of dependent student)
- Federal Pell Grants
- Federal Supplemental Educational Opportunity Grant (FSEOG)
- Iraq and Afghanistan Service Grant (IASG)

After the University allocates the portion of unearned funds, the student must return federal financial aid owed in the same order specified above. The amount of federal financial aid the student is responsible for returning is calculated by subtracting the amount returned by the University from the total amount of unearned federal financial aid funds to be returned.

The student (or parent in the case of a parent PLUS loan) must return or repay, as appropriate, the calculated amount to any federal financial aid loan program in accordance with the terms of the loan; and any federal financial aid grant program as an overpayment of the grant. The amount of a grant overpayment due from a student is limited to the amount the original grant overpayment exceeds one-half of the total federal financial aid grant funds received by the student.

The University may round final repayment amounts, for which the University and student are responsible, to the nearest dollar.

Timelines for Return of Funds

The University completes the R2T4 calculation within 30 days of the University's date of determination. The University returns the required amount of federal financial aid funds for which it is responsible as soon as possible but no later than 45 days after the date it determines the student has withdrawn.

Deceased Student

If the University receives reliable information indicating an individual borrower or student for whom a parent received a PLUS loan dies, the University suspends further awarding and disbursements. An original or certified copy of the death certificate or accurate and complete photocopy of the original or certified copy of the death certificate is requested and forwarded to the Secretary of Education (Secretary). Under exceptional circumstances and on a case-by-case basis, the Secretary may approve a discharge based upon other reliable documentation supporting the discharge request.

Determination of Withdrawal of a Deceased Student

The withdrawal date for a deceased student is the last date of academic attendance or attendance at an academically related activity determined from University attendance records. The date of determination is the date the University becomes aware of the student's death. (Refer to the *Withdrawal Policy* for further information).

Return of Title IV Funds for a Deceased Student

The amount of federal financial aid funds earned by the student is calculated according to the Return of Title IV Funds (R2T4) calculation. If the calculation indicates the amount of funds earned is less than the amount disbursed to the student, or on behalf of the student in the case of a PLUS loan, the difference between these amounts is returned to the appropriate federal financial aid programs. The University does not report grant overpayments for deceased students to NSLDS or refer a grant overpayment to Debt Resolution Services, as the student's estate is not required to return any federal financial aid funds.

The following represents procedures the University follows if a credit balance of federal financial aid funds, created from funds disbursed before the death of the student, exists after the completion of the R2T4 and the University's refund calculations:

- Pay authorized charges owed to the University
- Return any federal financial aid grant overpayments owed by the student for previous withdrawals from the University
- Return any remaining credit balance to the federal financial aid programs

If the University previously referred a grant overpayment to Debt Resolution Services, documentation will be forwarded by the University indicating the student is deceased. Based on this information and documentation, Debt Resolution Services will remove the overpayment from the student's records.

Although the student may be eligible to receive a post-withdrawal or late disbursement, the University is prohibited by federal financial aid Title IV regulations from further disbursements and will, therefore, not request additional funds from federal financial aid programs nor send out a post withdrawal letter.

VA Benefits

Students who are entitled to U.S. Department of Veterans Affairs (DVA) education benefits must make initial contact with a student advisor. A formal application for admission to the University should be completed before applying for DVA education benefits. Application for veteran education benefits should be sent to West's certifying official for submission to the DVA. Each Western International University program segregated by instructional modality (classroom based or distance education), requires separate State Approving Agency (SAA) approval for the training of veterans or eligible persons. A student should contact West for information on current approvals.

Western International University Veterans Affairs Office will automatically certify the courses for VA Educational Benefits unless the opt-out form is signed and returned. This form expressly acknowledges the intention to opt out of receiving VA Educational Benefits. By signing this opt out form, the individual acknowledges, and agrees that he/she will not receive the following VA Educational Benefits for the courses listed below and will be responsible for payment of all tuition, fees and costs. (VA33-Post 9/11 recipients further acknowledge they will contact a student advisor for payment options).

<http://prod.campuscruiser.com/cruiser/wiu/mywiu/Finance%20Office/Finance%20Forms/FinancialForms.html?1362004894000>

DVA education benefit eligibility and payment rates vary depending on each individual's military history and educational program being pursued. Only the DVA can determine DVA education applications eligibility. For information, a student should contact a DVA representative, toll free at (888)-GI-BILL-1 (888-442-4551) or review <http://www.gibill.va.gov>. Western International University does not participate in the DVA education advanced payment program. Visit the U.S. Department of Veterans Affairs website at <http://www.gibill.va.gov> for additional information on educational entitlements. On April 27, 2012, the President of the United States signed Executive Order 13607, Establishing Principles of Excellence for Educational Institutions Serving Service Members, Veterans/Spouses, and Other Family Members. This Executive Order addresses key areas relating to Federal military and veterans educational benefits programs. Military or affiliated students may qualify for federal assistance or student loans under federal financial aid programs (Title IV).

For estimates of your total financial aid package and Title IV, please visit: <https://westshoppingsheet.regenteducation.net/>

Credit for Prior Education and Training

Credit for prior education or training must be evaluated and reported to the U.S. Department of Veterans Affairs (DVA) prior to the start of week 25 of enrollment. The DVA may not always pay DVA education benefits after week 24 if the DVA records indicate the student has a large amount of transfer credits.

Please ensure all prior education transcripts, and Joint Services Transcripts (JST) (Army, Navy, Marine), Coast Guard Institute transcripts, or DD-295, DD-214, are submitted for evaluation in a timely manner. It is the student's responsibility to ensure that all transcripts are submitted to the University. Academic credit earned for courses appearing on an official transcript from a regionally accredited, or candidate for accreditation, college or university will be evaluated according to University policies and accepted subject to the approval of the University Registrar Office.

Transfer credits based on a different unit of credit than the one prescribed by Western International University are subject to conversion before being transferred. Only the official transcript and course evaluations performed by the University Registrar Office are final. Any preliminary reviews by campus personnel are unofficial, not binding, and subject to change.

Satisfactory Academic Progress for DVA Education Benefits

Information regarding University academic progression requirements for individual programs and information regarding the University's program and cumulative grade point average policy may be found in the University Academic Catalog at <http://west.smartcatalogiq.com/en>

To receive Department of Veterans Affairs (DVA) education benefits, a student must maintain satisfactory academic progress (SAP) and conduct. Accordingly, benefits will be terminated for individuals who are disqualified, suspended or expelled from the University.

Academic Probation

Academic probation (AP) shall occur when a grade point average (GPA) falls below acceptable levels for the program or in a Student Code of Conduct situation. Probation lasts for a period of three consecutive program-applicable courses. Concurrent enrollment is prohibited during the three-course AP sequence.

Financial aid students will continue to receive funds during the probationary period.

Veteran students will continue to receive DVA education benefits during the probation period. The veteran will be informed of the probation, and a notation to the student DVA file will be recorded when the probationary period commenced.

Academic Suspension

Academic suspension will result if a student fails to clear an academic probation status within three courses from the onset of probation. Veteran students will not be eligible for DVA educational benefits after suspension. The DVA and student will be notified of the suspension. To reapply, a formal application for admission must be submitted in accordance with University admission procedures. In addition, applicants should explain the reasons for the scholastic deficiencies; the manner in which the intervening time has been spent; and why they should be given favorable consideration for readmission.

The readmission file will be reviewed by Student Appeals and a decision reached regarding readmission. If approved, the student would be required to complete all program requirements in effect at the time of readmission. An application for DVA education benefits will also be necessary to re-establish benefits with Western International University.

Military Tuition Assistance

To obtain federal military tuition assistance, visit your education or Navy College Office to receive college counseling and develop an education plan. From that point, a student can submit a military tuition assistance request; for more information, students may speak with a student advisor at (602) 943-2311 or (866) 948-4636.

A student can currently receive 100 % of federal tuition assistance from military service, with a \$250 cap per semester hour, and a \$4,500 annual limit. If a student wants to apply for military tuition assistance, a student will need to submit a completed authorization form to a student advisor at least two weeks before a course start date, and the student will need to contact their educational officer at their branch of service.

DVA Tuition Assistance Top-Up Benefit

Active duty students requesting to use the Tuition Assistance Top-Up (TATU) benefit program should direct all questions or concerns to the Department of Veteran Affairs (DVA) at 888-GI-BILL-1 (888-442-4551) or online at <http://www.gibill.va.gov/>. Western International University VA certifying official is not involved in the processing of any TATU request.

Readmission of Servicemembers

Any student whose absence from Western International University is necessitated because of service in the uniformed services is entitled to readmission if the following are met:

1. The student (or an appropriate officer of the Armed Forces or official of the Department of Defense) gives oral or written notice to the University Registrar Office confirming the absence from the University was necessitated by service in the uniformed services.
2. The cumulative length of the absence and all previous absences from Western International University because of service in the uniformed services does not exceed five years.

Upon receipt of deployment orders, students should be advised to notify the University Registrar Office, either orally or in writing. It is recommended that a copy of the military deployment paperwork or a signed official letter from the commanding officer be submitted to your local campus. Although this formal documentation is not required at the time of deployment, it will be necessary in order to be readmitted.

A student who submits an application for readmission to the University must provide documentation to establish that:

1. The student has not exceeded the specified service limitations; and
2. The student's eligibility for readmission has not been terminated.

The University may not delay or attempt to avoid a readmission of a student under this section by demanding documentation that does not exist, or is not readily available, at the time of readmission.

A student's eligibility for readmission to the University under this section because of a student's service in the uniformed services terminates upon the occurrence of any of the following events:

1. A separation of such person from the Armed Forces (including the National Guard and Reserves) with a dishonorable or bad conduct discharge;
2. A dismissal of such person permitted under section 1161(a) of Title 10, U.S.C.; or
3. A dropping of such person from the rolls pursuant to section 1161(b) of Title 10, U.S.

Note: If the student does not submit a notification of intent to reenroll within the time limits, the student is subject to the University established leave of absence policy and general practices.

Institutional Policies

Determining Enrollment at the University

Active enrollment is determined by a student's continuous attendance at the University. A student is considered to be in continuous attendance as long as no more than 14 days exist between academically related activities. For exceptions to this 14-day requirement, please refer to Withdrawing from the University section. For additional information, please see Academically Related Activities.

Students may have one of the following active enrollment statuses based upon the academic workload for his/her program:

Active Full-Time: The student's required academic workload for his/her program is at least 6 credits for an academic year, the student is actively attending class and the student's official last date of attendance based on Academically Related Activities (ARAs) does not exceed 14 days. Institutionally Scheduled Breaks and Incomplete Grade Extensions are excluded from the 14 day out of attendance calculation.

Active Less Than Half-Time: The student's required academic workload for his/her program amounts to less than the 6 credits for an academic year, as determined by the institution. In addition, the student is actively attending class and student's official last date of attendance based on ARAs does not exceed 14 days. Institutionally Scheduled Breaks and Incomplete Grade Extensions are excluded from the 14 day out of attendance calculation.

Note: A student must be considered enrolled and attending the University to maintain financial aid eligibility.

Academically Related Activities

Academically related activities (ARAs) are used to determine a student's official last date of attendance and corresponding enrollment status at the University. ARAs are also used to determine the effective date of active and withdrawn enrollment statuses.

Academic attendance is captured when students complete academically related activities (ARAs). The following activities in a program applicable course will constitute an academically related activity.

- On campus course – physically attending a ground course
- On campus course and Interactive online course – posting to a discussion board
- Online course - submitting a Knowledge Check
- Interactive online course - attending a live online course
- Interactive online course - submitting an alternative assignment through MyWest after viewing a recorded session
- All courses - submitting an assignment through MyAssignments on MyWest
All courses - submitting exams or quizzes through MyAssessments on MyWest
- All courses - submitting exams or quizzes through MyAssessments on MyWest

Course Attendance Policy

Since West offers non-traditional course schedules, governmental compliance requires tracking of student attendance. Student adherence with the West attendance policy is mandatory. Course attendance requirements are as follows:

1. Students must post at least one attendance within the first eight calendar days of a course.
2. Students must post at least one attendance every 14 calendar days.

Online attendance will be taken every time one of the following activities is completed by the student:

- Submitting the Knowledge Check associated with a lecture video
- Submitting weekly assignments

- Completing graded tests and quizzes

West Interactive Online course attendance will be taken every time one of the following activities is completed by the student:

- Attending a live online session
- Submitting the alternative assignment through MyWest after viewing a recorded session
- Submitting assignments through MyAssignments on MyWest
- Submitting exams or quizzes through MyAssessments on MyWest
- Answering or replying to a discussion forum

On-campus attendance will be taken every time one of the following activities is completed by the student:

- Physically attending a class session on campus
- Submitting assignments through MyAssignments on MyWest
- Submitting exams or quizzes through MyAssessments on MyWest
- Answering or replying to a discussion forum

On-campus students are responsible for documenting their attendance by signing the class roster during class. All other attendance will be captured automatically as activities are completed.

Attendance will be recorded on the date of the activity based on Arizona time. Attendance guidelines outlined in this section present the minimum administrative requirement for a student to be eligible to receive an earned grade in a course. Instructors may refuse to confirm attendance for a student who remains for only a portion of a class meeting. Students are encouraged to retain copies of all sent items related to attendance compliance until the course is complete and grades are issued. Success in a course is based on the substance of coursework, not attendance.

Independent Study Attendance

Courses completed through independent study require weekly live sessions with the assigned faculty member. These attendance contacts must be direct/live communication. Phone, fax, email, and viewing recorded sessions do not constitute attendance. It is the student's responsibility to initiate weekly contacts with the instructor for each of the scheduled weeks of the course. Grades of "W" and "I" will not be issued for Independent Study courses. Students who do not fulfill Independent Study course requirements will be issued a grade of "F."

Institutional Break

West's winter break is an institutional break during which attendance requirements are suspended. Typically, students' next attendance must be completed within 14 calendar days. Therefore, attendance calculations are stopped on the first day of the break and resumed after the last day of the break. The calendar days of the institutional break are not included in the attendance calculation.

Students who have courses during December-January are able to post academic activities during the winter break. Those activities will be captured, but not recorded for attendance requirement calculations. Thus, students are required to post attendance prior to and after the winter break. If you have any questions about the winter break or maintaining attendance, please contact a student advisor.

Student Financial Responsibilities and Options

Once a student is admitted to a program, Western International University offers a variety of payment options to manage his or her education investment. Available payment options allow students flexibility in meeting their individual needs. It is the student's responsibility to select a primary payment option. Each payment option requires the completion of specific forms and adherence to payment guidelines. The primary payment option will be selected with the completion of the Student Finance Agreement. Failure to select a payment option, or maintain the requirements of a payment option, will default the account to a Cash Payment option.

Students may update their primary payment option provided they are in compliance with their current payment option. The student will need to complete a new Student Finance Agreement and any other required paperwork.

Students are ultimately responsible for all services rendered by Western International University, regardless of payment option. Students with outstanding balances will not be able to receive grades, transcripts, or diplomas, or register for courses. Failure to comply with this financial agreement may result in administrative withdrawal, no course credit, assessment of late fees, referral to collections, and an unfavorable credit reference.

Western International University may assess reasonable collection and attorney's fees incurred to collect any delinquent balance.

Tuition and Fees

Type of Fee	Amount	Amount Active Military
Curriculum Tuition Per Credit		
Undergraduate- Online	\$250	\$250
Undergraduate- Ground Lower Division	\$460	\$250
Undergraduate- Ground Upper Division	\$480	\$250
Graduate- Online	\$350	\$250
Graduate- Ground	\$630	\$250

Payment Plans

The following payment options are available to students:

Cash Payment Option

Cash Payment option students are required to pay all tuition and fees by the 25th of month prior to the class start. Students who have not paid tuition prior to the first week of class may not be allowed to attend the course. Payment may be made using cash, check, or credit or debit card. Credit cards accepted include American Express, Discover Card, MasterCard, and Visa.

Tuition Reimbursement Option

The Tuition Reimbursement option is available to students whose employers have an approved written reimbursement policy. Tuition will be deferred for 60 calendar days from the course start date.

Students must submit a credit card and authorization to charge automatically to secure the deferment. Debit cards may not be used under the Tuition Reimbursement Plan. The student's credit card will be charged 60 calendar days after the course start date. Tuition is deferred for a maximum of two courses per session.

Third Party Billing Option

The Third Party Billing option is available to students who request Western International University to bill approved employers, the military, or another agency directly for the cost of tuition. The University has several approved employers; each has its own specific requirements. Students may contact a student advisor for further information.

Approved company tuition vouchers or letters of credit must be received by the University five (5) days prior to the first week of class for each course, if applicable. The student's account may be placed on financial hold should the appropriate documentation not be received prior to the course start date. Any portion of tuition or fees not paid for under the third party billing agreement must be paid by the student prior to the first week of class for each course.

This program does not relieve students of their financial obligation to the University. Students retain full responsibility for ensuring that all tuition and fees are paid in full and in a timely manner.

Financial Aid Option

Students may be eligible for the Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (FSEOG) Programs, and/or Federal Direct Loans (Subsidized and Unsubsidized, and PLUS Loans). All students seeking federal financial aid benefits must be admitted to a financial aid eligible degree or certificate program.

In order to be eligible for tuition deferment under the Financial Aid option, at least 50% of a student's annual tuition must be funded through federal financial aid benefits, and the student must have completed the financial aid application process.

To begin the federal financial aid process, students must complete the Free Application for Federal Student Aid (FAFSA), available at <http://www.fafsa.gov>. This is the first step in determining a student's eligibility for federal financial aid. Federal financial aid will be processed once a student has been admitted into the University and an eligible program of study. In addition to the FAFSA, the following forms may be completed during the federal financial aid application process: 1) Loan Request Form, 2) Federal Direct Loan Master Promissory Note (MPN), 3) Entrance Counseling, 4) Financial Aid Authorization Form (if, and only if, the student chooses this option). All forms are located on the MyWest Student website. Students who do not qualify for enough financial aid to cover the full cost of tuition required to complete the academic year are responsible for the portion not covered prior to the first week of the course.

In order to continue tuition deferment beyond the first course after being admitted, the student must provide the University all documents required to complete the certification of federal financial aid funds. Failure to submit these documents, or to qualify for federal financial aid, will default the student to the Cash Payment option and any outstanding balances incurred will be due immediately.

Students must reapply for funding every 24 credits on this plan. To prevent interruption to their educational program, students must begin the reapplication process at least 60 days before the end of their academic year.

Failure to reapply in a timely manner may result in the student defaulting to the Cash Payment option.

This program does not relieve students of their financial obligation to the University. Students retain full responsibility for ensuring that all tuition and fees are paid in full and in a timely manner. Students are responsible for any tuition or fees not covered by financial aid funding.

Veterans Educational Assistance

Formal application for admission to the University should be completed before applying for Veterans Educational Assistance. Each West program, course, and location requires separate Arizona Department of Veterans' Services approval for the training of veterans. Students should contact the campus for information on current approved programs.

Application for VA benefits should be sent to the campus for submission to the Department of Veterans' Affairs with enrollment certification. West does not participate in the Department of Veterans' Affairs advance pay program. VA benefit eligibility and assistance rates vary depending on each individual's military history and the educational program being pursued. Only the Department of Veterans' Affairs can determine a VA applicant's eligibility.

To contact a Department of Veterans Affairs representative, students may call toll free (888) 442-4551.

To avoid overpayments, VA educational benefit recipients should promptly report any changes in enrollment or dependency status to the VA Administrator at the University and the Department of Veterans' Affairs.

The University is required to notify the Department of Veterans' Affairs within 30 days of a change in student status during previously certified periods of enrollment.

Changes include withdrawal, reduction in training time, and unsatisfactory academic progress or conduct. Upon receipt of the notice, the Department of Veterans' Affairs is required to take prompt and aggressive action to recover benefit overpayments.

Multiple Tuition Discount Policy

For instances in which a student may qualify for multiple tuition discounts, the discount that provides the greatest benefit to the student will be applied to the tuition amount.

Institutional Refund Policy

All fees are nonrefundable.

Students are eligible for a tuition refund under the following conditions:

- Withdrawal from a course after only attending during the first course week of a 3 credit course. Refund 100% of tuition paid.
- Withdrawal from a course after only attending during the first and second course week of a 3 credit course. Refund of 75% of tuition paid.

Tuition paid for a course from which the student withdraws during the refund period will remain on account to apply to the next course taken.

All requests for refunds must be submitted in writing to the University. The University requires 30 days for processing.

NOTE: The refund policy of the state where online students reside will be used to calculate their refund amount. The refund policy of the state where on-campus students attend class will be used to calculate their refund amount.

Military Tuition Assistance Refund Policy

Students using Military TA will have tuition refunded using the University's Military Institutional Refund Policy.

- Withdrawal from a course after only attending during the first course week (12.5% complete) of a 3 credit course= Refund 100% of tuition paid.
- Withdrawal from a course after only attending during the first and second course week (25% complete) of a 3 credit course= Refund of 75% of tuition paid.
- Withdrawal of a course after only attending during the first, second, and third week course (37.5% complete) of a 3 credit course= Refund of 62.5% of tuition paid.
- Withdrawal from a course after only attending during the first, second, third, fourth course (50% complete) of a 3 credit course= Refund of 50% of tuition paid.
- Withdrawal from a course after only attending during the first, second, third, fourth course (62.5% complete) of a 3 credit course= Refund of 37.5% of tuition paid.

Please note: Weeks six, seven and eight are nonrefundable.

Tuition Assistance Program funds will be returned directly to the Military Service, not to the Servicemember.

State-Specific Refund Policy

If a student attends a class and resides in one of these states, the state-specific refund policy will be applied. In the event that there is a conflict in the policies, the state policies, as outlined below, will supersede the general University policy, unless the University policy is more beneficial to the student.

All requests for refund must be submitted in writing to the University. The University requires 30 days for processing. All fees are nonrefundable.

Arizona

Students in the State of Arizona, will have tuition refunded using the University's Institutional Refund Policy with the following exception:

- Students have the right to a full refund of all monies paid, including application and materials fee - if applicable - if they withdraw within three (3) business days after signing the Enrollment Agreement.

Georgia

Students in the State of Georgia will have tuition refunded using the University's Institutional Refund Policy, with the following exceptions:

- Students have the right to a full refund of all monies paid, including application fee, if they withdraw within three (3) business days after signing the Enrollment Agreement.

- Students providing written notification of withdrawal prior to the first class session, or who have been out of attendance for more than 29 days will receive a full refund of tuition paid for the unattended course.
- Refunds will be paid within 30 days of the student's official withdrawal.
- A student who is out of attendance for 29 days will be considered withdrawn.

Maryland

Students in the State of Maryland will have tuition refunded using the University's Institutional Refund Policy, with the following exceptions:

- Withdrawal from a course after only attending during the first course week (12.5% complete) of a 3 or 4 credit course= Refund 100% of tuition paid.
- Withdrawal from a course after only attending during the first and second course week (25% complete) of a 3 or 4 credit course= Refund of 75% of tuition paid.
- Withdrawal of a course after only attending during the first, second, and third week course (37.5% complete) of a 3 or 4 credit course= Refund of 40% of tuition paid.
- Withdrawal from a course after only attending during the first, second, third, fourth, and fifth course week (62.5% complete) of a 3 or 4 credit course= Refund of 20% of tuition paid.
- Tuition paid for a course from which the students withdraws during the refund period will remain on account to apply to the next course taken. All requests for refunds must be submitted in writing to the University. The University requires 30 day processing.
- Please Note: All fees, including application, assessment, student services, graduation, independent study, and lab fees are nonrefundable.

Tennessee

Students in the State of Tennessee will have tuition refunded as follows:

- Students who cancel within three (3) business days of signing the Enrollment Agreement will receive a full refund of any tuition paid.
- If the University cancels or discontinues a course, the University will make a full refund of all course charges.
- Students are eligible for a tuition refund under the following conditions:
 - Withdrawal from a course on or before the first day of class: Refund 100% of all amounts paid for the course enrollment, less a \$100 administrative fee.
 - Withdrawal from a course after the course commences and prior to the second class meeting: Refund 100% of all amounts paid for the course enrollment, less a \$100 administrative fee.
 - Withdrawal from a course after the second class meeting and prior to the third class meeting: Refund 75% of all amounts paid for the course enrollment, less a \$100 administrative fee.
 - Withdrawal from a course after the third class meeting and prior to the fifth class meeting: 50% of all amounts paid for the course enrolled, less a \$100 administrative fee.
 - Tuition paid for a course from which the student withdraws during the refund period will remain on account to apply to the next course taken.

Wisconsin

Students in the State of Wisconsin will have tuition refunded using the University's Institutional Refund Policy, with the following exceptions:

- Students have the right to cancel enrollment until midnight of the third business day after receipt of the enrollment agreement and receive a full refund of any tuition paid.
- Students may withdraw from a course after instruction has started and receive a pro rata refund for the unused portion of the tuition paid if the student has completed 60% or less of the instruction or if 60% or less time has elapsed from the scheduled start date, whichever comes first.

- Refunds will be paid within 30 days of receipt of the student's notice of cancellation or withdrawal.
- If the University cancels or discontinues a course or educational program, the University will make a full refund of all charges.
- All requests for refund must be submitted in writing to the University. The University requires 30 days for processing. All fees, including application, assessment, student services, graduation, independent study, and lab fees are nonrefundable.

Online

The refund policy of the state where online campus students reside will be used to calculate their refund amount. The refund policy of the state where local campus students attend class will be used to calculate their refund amount.

Student Code of Conduct

Students are expected to conduct themselves ethically, honestly, and with integrity as responsible members of the University's academic community. This requires the demonstration of mutual respect and civility in academic and professional discourse.

By virtue of membership in the University's academic community, students accept an obligation to abide by the Student Code of Conduct. West students are expected to uphold the image and reputation of the University. Behavior, either on or off campus, that is determined to impair, interfere, or obstruct the opportunities of others to learn or that disrupts the mission, processes, or orderly functions of the University will be deemed misconduct and shall be subject to appropriate disciplinary action.

Misconduct, for which students are subject to disciplinary action under the Student Code of Conduct includes, but is not limited to, the following academic and non-academic violations:

1. Actions, oral statements, and written statements that threaten or violate the personal safety of any faculty members, staff members, or other students.
2. Obstruction or disruption of teaching or other components of the academic process, administration, or University activity.
3. Harassment that has the effect of creating a hostile or offensive educational environment for any student, faculty, or staff member.
4. Sex discrimination/harassment that has the effect of creating a hostile or offensive educational environment for any student, faculty, or staff member. This includes, but is not limited to, sex discrimination, sexual harassment, unwelcome conduct of a sexual nature, unwelcome sexual advances, requests for sexual favors, and other verbal and nonverbal, or physical conduct of a sexual nature including sexual violence.
5. Stalking, persistently pursuing another person that has the effect of imposing unwelcomed contact and/or communication.
6. Theft of University property or of property of a member of the University community on campus.
7. Willful, wanton, or reckless damage to University premises or property, or the property of a member of the University community.
8. Fraud, forgery, alteration, falsification or unauthorized use of documents, alteration or invention of information, including, but not limited to, any third party document used to apply for financial aid, or lying during a University investigation.
9. Failure to comply with published University policies or reasonable directives of university officials while performing their duties.
10. Failure to conform to University guidelines regarding use of university computer or communication systems, authorized use of University equipment, intellectual property, or information systems.
11. Sharing student credentials, including online login information, with any person other than West Student Technical Support.
12. Unlawful manufacture, distribution, dispensation, or use of alcohol and/or controlled substances on the University premises or during University activities; participation in any University activity while under the direct or residual influence of any controlled substance, alcohol, or misused or overused legal drugs.
13. Possession, use, sale, or distribution of any firearms, fireworks, explosives, illegal drug paraphernalia, dangerous weapons, or any other materials/substances prohibited by law on University premises or at University sponsored events (not applicable to law enforcement officers required to carry firearms at all times).
14. Unauthorized use of the University's name or logo that is the property of the University.

15. Violation of local, state, or federal statutes or University regulations.
16. Hazing (any action that recklessly or intentionally endangers the mental or physical health or safety of a student for the purpose of admission or initiation into or affiliation with a University-sanctioned organization.)
17. Falsification, alteration, or invention of information, including, but not limited to, any third party document used to apply for financial aid, transfer credits, diplomas, transcripts, or lying during University investigation.

Conduct Review Process

1. All charges alleging violations of West's Code of Conduct are subject to a fair and impartial process to determine whether or not a violation has occurred. Depending on the severity of the charge, a violation may result in a warning or review through the following process.
2. Charges related to student records should be submitted to the attention of the Associate Registrar.
3. Charges alleging violations of West's Code of Conduct, unless related to sex discrimination/harassment, must be submitted in writing to the attention of the Associate Registrar, Director of Faculty Services or designee.
4. An alleged violation of West's Code of Conduct that relates to sex discrimination/harassment shall be forwarded to the University's Title IX Coordinator:

Dr. Christopher Davis or designee:
 Western International University
 4025 S. Riverpoint Parkway
 Mailstop CF-SX01
 Phoenix, AZ 85040
 (602) 429-1112

Investigation

1. Allegations will be investigated in a prompt and reasonable manner.
2. Relevant evidence may include, but not be limited to, pertinent documents and statements from witnesses. Title IX investigations will be conducted within sixty (60) days barring any unusual complexity.
3. While an alleged violation is under investigation, a student may be removed from class, campus-sanctioned events, and other University functions.

Notification

1. A student who is charged with a violation of West's Code of Conduct will be notified of the specific charge(s) in writing by a Charging Letter sent via Certified Mail, Return Receipt Requested, or comparable means, and given ten (10) business days to submit a written response to the designated University official.
2. Failure of a student to respond to the Charging Letter will result in suspension from the University following completion of the current course if the student is then actively attending classes and is not subject to immediate suspension.
3. In those instances where the University determines the conduct does not warrant a Charging Letter, it may choose to issue a Warning Letter and/or provide counseling to the student. NOTE: A Warning Letter is not appealable.
4. In Title IX cases, the complainant(s) shall be notified of the conduct procedures and notified of when and if a Charging Letter or warning is sent to the respondent(s).

Student Response

1. A student response acknowledging guilt will be sent to the Associate Registrar or designee, who will determine the appropriate sanctions.
2. In Title IX cases, a student response acknowledging guilt will follow the Title IX committee process outlined below.
3. A student response denying the charge(s) will follow the committee process outlined below.

Disciplinary Review

1. In cases not involving allegations of sex discrimination/harassment, the University Academic Council Review Committee (UACRC) will convene to review the file and make findings and recommendations to the Associate Registrar, or designee, who has the ultimate authority to accept, reject, or modify the recommendations and render a decision. The decision shall be sent via Certified Mail, Return Receipt Requested, or comparable means.
2. The UACRC shall use the preponderance of the evidence standard of proof (more likely than not) to weigh the evidence and make a recommendation to the Associate Registrar, or designee about whether a violation occurred and what sanction, if any, is warranted.
3. In cases involving sex discrimination/harassment, the Title IX committee, who will be comprised of at least three impartial individuals who have no prior involvement with the parties or the investigation, will convene to review the file and make a determination. Opposing parties will be afforded the opportunity to speak at the committee which will be facilitated by an impartial administrator from the university and present written witness statements for inclusion in the Title IX Case Packet. Students are entitled to have third parties present during the committee process.
4. The Title IX Committee shall use the preponderance of the evidence standard of proof (more likely than not) to weigh the evidence and make a recommendation to the Title IX coordinator or designee about whether a violation occurred and what sanction, if any, is warranted.
5. In accordance with the requirements under the Higher Education Opportunity Act (HEOA), upon written request, West will disclose to an 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.
6. If the alleged victim is deceased as a result of the alleged crime or offense, West will provide the results of the disciplinary hearing to the victim's next of kin, if so requested.
7. In accordance with the requirements under the HEOA, in cases of an alleged sex offense, both the accuser and the accused will be informed of the committee determination involving an alleged sex offense, including any sanction that is imposed.

Sanctions

1. If a violation is found, disciplinary sanctions shall be based on the seriousness of the situation and may include, but are not limited to, documented counseling by a University staff member, loss of academic credit, action plan (must be approved by the Office of Dispute Management), suspension, and/or expulsion. Students are responsible to pay for courses interrupted by the Conduct Review Process if the investigation results in a sanction.
2. A recommendation of expulsion by the decision maker shall be reviewed by the West Executive Review Committee and the Office of Dispute Management before that sanction is communicated to the student.

Appeals

1. In those instances where students are found to be in violation of West's Code of Conduct, they may appeal the decision to the Executive Review Committee (ERC) within ten (10) days of receiving the notice. The ERC is comprised of the Provost, the Vice President of Operations, and the Registrar (or their respective designees).
2. In Title IX cases, opposing parties shall be afforded the opportunity to appeal within ten (10) days of receiving notice of the outcome; if an appeal is filed, each party shall receive notice of the other party's appeal.
3. The decision of the ERC is final and shall be communicated directly to the student and the campus, except in the case of a decision by the ERC supporting a campus recommendation of expulsion. If the sanction against the student is expulsion, the review of the appeal shall be conducted by the University President. The decision of the University President is final and will be communicated directly to the student and administration.
4. In Title IX cases, opposing parties will be notified of the ERC decision.

Academic Conduct

Academic integrity is expected of all students. All West students are responsible for reading and upholding the Student Code of Conduct, which serves to designate the rules governing academic work so that a healthy community of learning is achieved. A healthy academic community is one in which an individual student's academic competency is measured and evaluated fairly and honestly and one in which no student is disadvantaged by someone else's dishonesty.

All academic work submitted must be properly cited in the body of work and represent the student's original effort and product. Where outside sources are used as references, all work submitted by the student must identify the original source and make clear the extent to which the sources have been used.

The following acts of dishonesty help define those behaviors that violate academic integrity: plagiarism, cheating on an examination, forging an instructor's signature, copying themes or tests from other students, stealing an exam that has not yet been administered, deliberately allowing another student to submit your work as his/her own, submitting identical work in more than one course, altering college records, enlisting another person to write a paper for any class, or participating in conduct detrimental to the student or other members of the class. A student found aiding another in the activities is also subject to sanction. Similarly, other forms of academic dishonesty include:

1. Plagiarism – Intentional or unintentional representation of another's words or ideas as one's own in an academic exercise.

Examples of plagiarism include but are not limited to:

The exact copy of information from a source without proper citation and without use of quotation marks or block quotation formatting is deemed plagiarism. If any words or ideas used in a class posting or assignment submission do not represent the student's original words or ideas, the student must distinguish them with quotation marks or a freestanding, indented block quotation (for a quotation of forty [40] or more words), followed by the appropriate citation in accordance with the West Writing Style. When a student copies information from a source, he or she must acknowledge the source with quotation marks or block quotes irrespective of whether or not the source has been formally published.

Paraphrasing statements, paragraphs, or other bodies of work without proper citation using someone else's ideas, data, language, and/or arguments without acknowledgement.

Presenting work as the student's own that has been prepared in whole or part by someone other than that particular student. This includes the purchase and/or sharing of work. Failure to properly cite and reference statistics, data, or other sources of information that are used in one's submission.

2. Self-plagiarism, Double Dipping, or Dovetailing – Submission of work that has been prepared for a different course without fair citation of the original work and prior approval of faculty. Students who submit assignments that were previously submitted in another course are subject to the same consequences they would face if they plagiarized these assignments. The use of one's previous work in an assignment requires prior approval from the current faculty member and citation of the previous work.
3. Fabrication – Falsification or invention of any information, citation, data, or document. This includes the invention or alteration of data or results, or relying on another source's results in any assignment without proper acknowledgement of that source. Fabrication includes citing sources that the student has not actually used or consulted.
4. Unauthorized Assistance – Use of materials or information not authorized by the faculty member to complete an academic exercise, or the completion of an academic exercise by someone other than the student.

Students must rely upon their own abilities and refrain from obtaining assistance in any manner that faculty does not explicitly allow. This includes but is not limited to providing or receiving answers to an exam, use of faculty materials or answer keys, or a student having someone take his or her exam.

5. Copyright Infringement – Acquisition or use of copyrighted works without appropriate legal license or permission. This includes illegal peer-to-peer file sharing.

Any unauthorized distribution of copyrighted material, including peer-to-peer file sharing, illegal downloading, or unauthorized distribution of copyrighted materials using the University information technology system may subject a student to civil and criminal liabilities.

For information on federal copyright infringement and remedies, refer to: www.copyright.gov/title17/92chap5.pdf

6. Misrepresentation – Falsely representing the student's situation to faculty when (1) justifying an absence or the need for a complete grade or (2) requesting a makeup exam, a special due date, or extension of a syllabus or class deadline for submitting a course requirement.

7. Collusion – Helping or allowing another student to commit any act of academic dishonesty. Students charged with a violation of academic integrity are subject to progressive disciplinary action under the Student Conduct Review Process.

Academic Violations

- Plagiarism – Representing the words or ideas of another as one's own or unlawful use or acquisition of copyrighted works.
- Copyright Infringement – Acquisition or use of copyrighted works without appropriate legal license or permission. This includes illegal peer-to-peer file sharing.
- Cheating – Intentionally using or attempting to use unauthorized materials, information, or study aids in any academic exercise.
- Submitting work that had been prepared for a different course.
- Facilitating Academic Dishonesty by intentionally or knowingly helping or attempting to help another student violate academic integrity.

Conduct Review Process

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1. In cases not involving allegations of sex discrimination/harassment, the University Academic Council Review Committee (UACRC) will convene to review the file and make findings and recommendations to the Associate Registrar, or designee, who has the ultimate authority to accept, reject, or modify the recommendations and render a decision. The decision shall be sent via Certified Mail, Return Receipt Requested, or comparable means.
2. The UACRC shall use the preponderance of the evidence standard of proof (more likely than not) to weigh the evidence and make a recommendation to the Associate Registrar, or designee about whether a violation occurred and what sanction, if any, is warranted.
3. In cases involving sex discrimination/harassment, the Title IX committee, who will be comprised of at least three impartial individuals who have no prior involvement with the parties or the investigation, will convene to review the file and make a determination. Opposing parties will be afforded the opportunity to speak at the committee which will be facilitated by an impartial administrator from the university and present written witness statements for inclusion in the Title IX Case Packet. Students are entitled to have third parties present during the committee process.
4. The Title IX Committee shall use the preponderance of the evidence standard of proof (more likely than not) to weigh the evidence and make a recommendation to the Title IX coordinator or designee about whether a violation occurred and what sanction, if any, is warranted.
5. In accordance with the requirements under the Higher Education Opportunity Act (HEOA), upon written request, West will disclose to an 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.
6. If the alleged victim is deceased as a result of the alleged crime or offense, West will provide the results of the disciplinary hearing to the victim's next of kin, if so requested.
7. In accordance with the requirements under the HEOA, in cases of an alleged sex offense, both the accuser and the accused will be informed of the committee determination involving an alleged sex offense, including any sanction that is imposed.

Sanctions

1. If a violation is found, disciplinary sanctions shall be based on the seriousness of the situation and may include, but are not limited to, documented counseling by a University staff member, loss of academic credit, action plan (must be approved by the Office of Dispute Management), suspension, and/or expulsion. Students are responsible to pay for courses interrupted by the Conduct Review Process if the investigation results in a sanction.
2. A recommendation of expulsion by the decision maker shall be reviewed by the West Executive Review Committee and the Office of Dispute Management before that sanction is communicated to the student.

Appeals

1. In those instances where students are found to be in violation of West's Code of Conduct, they may appeal the decision to the Executive Review Committee (ERC) within ten (10) days of receiving the notice. The ERC is comprised of the Provost, the Vice President of Operations, and the Registrar (or their respective designees).
2. In Title IX cases, opposing parties shall be afforded the opportunity to appeal within ten (10) days of receiving notice of the outcome; if an appeal is filed, each party shall receive notice of the other party's appeal.
3. The decision of the ERC is final and shall be communicated directly to the student and the campus, except in the case of a decision by the ERC supporting a campus recommendation of expulsion. If the sanction against the student is expulsion, the review of the appeal shall be conducted by the University President. The decision of the University President is final and will be communicated directly to the student and administration.
4. In Title IX cases, opposing parties will be notified of the ERC decision.

Student Grievance

Grievances, other than non-discrimination or harassment, must be submitted in writing to the Office of Dispute Management (ODM), which will determine the appropriate course of action or render a decision.

Financial Grievance

Student requests for finance related policy exceptions must be submitted through a student advisor within six (6) weeks from the disputed charge date. Grievances relating to financial aid, account balances, or collections must be reviewed by University management before being submitted to ODM. All requests must include relevant documentation and supporting statements. When such a grievance is received by ODM, the student will be provided guidance to file an appeal to be reviewed by the Financial Executive Review Committee (FERC) for a final decision if it cannot be resolved informally.

Please contact:

Office of Dispute Management
4025 S. Riverpoint Parkway
Mailstop CF--SX01
Phoenix, AZ 85040
(602) 557.3391
FormalGrievanceODM@west.edu

Student Grade Appeal

Students must initiate all inquiries regarding a final course grade within six (6) weeks of the end of the course. Students must first contact the faculty member involved to attempt to resolve the issue. The faculty member is required to review grade calculations for accuracy and respond to student inquiries in writing within ten (10) days of the request with a summary of the grade calculation. Every reasonable attempt should be made by both parties to resolve the issue at this level. The instructor's decision is final.

If the instructor does not respond to the student within ten (10) days, the student may contact his/her Academic Counselor to initiate a formal appeal. Appeals must include a letter summarizing the request, all relevant supporting materials, and documentation of attempts to reach the faculty. No grade appeals will be considered if not submitted within six (6) weeks of the course end date.

Grade disputes that are based on alleged discrimination (as defined under the heading Nondiscrimination Policy and Harassment Policy) are reviewed as non-grade-related grievances and should be submitted accordingly.

Student Appeals

Students may submit requests for exception to University policy in writing through an Advisor for submission to Student Appeals, for determination of the appropriate course of action or rendering of a decision. Certain University policies, such as academic statuses and program deadlines, may not be appealed. It is incumbent upon the student to submit all relevant information and supporting materials with the initial appeal. All appeals must be initiated within published time frames.

Transfer credit appeals must include course materials for courses in question. Advisors can provide students further information regarding submission of Student Appeals. Students will receive a written response within two (2) weeks of appeal submission.

In all cases of administrative and academic student appeals, if the issue cannot be resolved after exhausting the University's procedures, students may file an external complaint. Students must contact the State Board for further details.

Leave of Absence Policy

This policy is applicable to all students who are actively enrolled in degree programs at Western International University.

Students may be approved by the University for multiple LOAs in a 12-month period. The total of all approved LOAs may not exceed 180 days in the 12-month period. During an approved LOA, the student is not considered withdrawn and no Return of Title IV (R2T4) calculation is required for financial aid recipients.

Required Documentation

An LOA may be approved only if the University determines there is a reasonable expectation the student will return. Students must follow the University's LOA policy when requesting the LOA, by providing (on or before the start date of the LOA) a completed University LOA request form or a written, signed and dated request, including the reason for the LOA to Student Financial Services – Operations (SFS-O).

If unforeseen circumstances prevent a student from providing a request for the LOA to the campus on or before the start of the LOA, the University may grant the LOA if the campus has documented the reason and decision. The University must collect the signed LOA request form from the student later and provide it to SFS-O within a reasonable amount of time from the last date of attendance. Unforeseen circumstances may include, but are not limited to, medical and family emergencies, military, jury duty, business travel, University course cancellation and/or facility closure, and natural disasters.

If a student is out of attendance due to an unforeseen circumstance and considered an unofficial withdrawal and the University can document the reason and decision for the LOA prior to the Return of Title IV (R2T4) calculation being performed, the student will be placed on an approved LOA and no calculation will be required.

An LOA will not be approved if a student requests an LOA after 14 consecutive days of nonattendance, has a current enrollment status of unofficial withdrawal (UNW) and the request is not due to unforeseen circumstances that occurred prior to the UNW status.

If a student requests an LOA start date in the future and is officially withdrawn, unofficially withdrawn, or administratively withdrawn from the University prior to the start date of the LOA, the LOA is not valid and will be canceled.

Length

In determining the length of the LOA, the LOA start date is the first day of the LOA and the LOA end date is the day before the start date of the course the student is returning to at the University. The first day of the student's initial LOA is used when determining the start date for the 12-month period. If a student is granted an LOA due to unforeseen circumstances, the beginning date of the approved LOA, as recorded by the student on the LOA form, is the date the student was unable to attend class because of unforeseen circumstance.

The course start date will cease the LOA day count; however, the University's academic system of record will use an active enrollment status effective date as determined by the date the student posts an academic related activity (ARA) in the course the student returns to at the University. NSLDS Enrollment Reporting will use the standard effective date for an active enrollment (i.e. course start date). A new LOA request form will be required for any additional LOAs.

Note: At the time of the LOA approval, the University will review the LOA dates requested by the student and may adjust those dates based on ARAs, class schedules, etc.

Extending an LOA

A student may request an LOA extension as long as the request is made before the scheduled return date. Students must follow this policy when requesting the LOA extension, by providing on or before the scheduled end date, a written, signed, and dated request, including the reason for the LOA extension to Student Financial Services – Operations (SFS-O).

Institutionally Scheduled Breaks

If a student submits an LOA request with a start date being the same day as the start of an institutionally scheduled break or a start date that falls within an institutionally scheduled break, the University will update the LOA start date to the first day after the institutionally scheduled break ends.

If a student's LOA is scheduled to end on or within an institutionally scheduled break, the University will update the LOA return date to the start date of the course that is scheduled to begin after the institutionally scheduled break, as long as the student is registered for a course set to begin when the institutionally scheduled break ends.

If a student's LOA request completely overlaps an institutionally scheduled break, all days of the institutionally scheduled break and the LOA days will count toward the length of the LOA and apply toward the maximum of 180 days in a 12-month period. The University will not allow a student to take two consecutive LOAs separated by an institutionally scheduled break.

Disbursements during an LOA

The University may disburse Pell, IASG, and FSEOG funds to a student on an LOA during certain times of the year. Federal financial aid funds that are part of a credit balance created before the student began an LOA may be paid to the student, since those funds were disbursed before the student went on the LOA.

Completion of Coursework upon Return

If a student starts an approved LOA in the middle of a course, the University must ensure no additional charges for this course are incurred when the student returns from the LOA. To ensure no additional charges for this course are incurred, the University will issue the student an LOA Credit (LOAC). This LOAC will be applied to the course scheduled after the LOA end date.

Failure to Return

The University will advise the student, prior to granting the LOA, that failure to return from an LOA may affect the loan repayment terms, including the expiration of the student's grace period. If a student does not return from an approved LOA, the withdrawal date and beginning of the grace period will be the student's last date of attendance.

If the student reenters, after withdrawing from the University, the previously approved LOA days will count toward the student's LOA maximum of 180 days in a 12-month period.

Withdrawal from the University

Circumstances may necessitate withdrawal from the University. A student who received, or is eligible to receive, federal financial aid funds provided certain criteria is met, and subsequently officially or unofficially withdraws is subject to a Return of Title IV (R2T4) Calculation, as required by federal regulations.

Official Withdrawal

Students who provide official notification of the intent to withdraw from the University may complete the Official Withdrawal form or notify West Student Advisement and Registrar offices to be considered officially withdrawn.

Withdrawal Date

The withdrawal date for an official withdrawal is the last date of academic attendance or attendance at an academically related activity determined from University attendance records. This date will always be earlier than or equal to the date the student notifies the University of his/her withdrawal.

Date of Determination

The date of determination (DOD) for students who officially withdraw from the University is the latter of the student's withdrawal date or the date of notification. The University will return the amount of federal financial aid funds for which it is responsible no later than 45 days after the date the University determines the student has withdrawn.

Rescission of Official Withdrawal

Students may rescind the intent to withdraw by providing an electronic or written statement to the University stating the intent to return to the University, remain in academic attendance and continue to participate in academically related activities through the end of the payment period. Rescissions may be requested up until the time a Return of Title IV (R2T4) calculation has been completed.

If a student subsequently withdraws after rescinding the intent to withdraw, the withdrawal date is the last date of academic attendance or attendance at an academically related activity determined from University attendance records.

The date of determination (DOD) for students who rescind their intent to withdraw and subsequently withdraw from the University without official notification is no greater than 15 days after the student's official last date of academic attendance or attendance at an academically related activity determined from University attendance records.

Unofficial Withdrawal

Students who do not provide official notification to the University of their intent to withdraw are considered unofficial withdrawals after 14 days of consecutive nonattendance at an academically related activity.

Students on institutionally scheduled breaks will not have the days of the break count toward the 14 days of consecutive nonattendance at an academically related activity. The following are the different types of institutionally scheduled breaks at the University:

- Inclement Weather
- Administrative

- Emergency Closures

Withdrawal Date

The withdrawal date for students who ceases attendance at the University, including a student who does not return from an approved leave of absence (LOA), is the last date of academic attendance or attendance at an academically related activity determined from University attendance records.

In the case of a student who has received an approved LOA, the University will review the student record on or after the originally approved return date. The University review will determine if the student reentered as scheduled, or did not reenter as scheduled and must be withdrawn for the purposes of the Return of Title IV (R2T4) calculation and deferment processing.

Date of Determination

The date of determination (DOD) for students who unofficially withdraw from the University is no greater than 1) 15 days after the official last date of attendance; or 2) when a student fails to return from an approved LOA. The University will return the amount of federal financial funds for which it is responsible, no later than 45 days after the date the University determines the student has withdrawn.

Administrative Withdrawals

Students who are withdrawn from the University for failure to meet admission, academic,, financial, or code of conduct policies are considered administrative withdrawals.

Withdrawal Date

The withdrawal date for students who are administratively withdrawn is the last date of academic attendance or attendance at an academically related activity that occurred prior to the decision to administratively withdraw the student.

Date of Determination

The date of determination (DOD) for students who are administratively withdrawn from the University is the date the University determines the withdrawal. The University will return the amount of federal financial aid for which it is responsible, no later than 45 days after the determination of the administrative withdrawal.

Consumer Policies

FERPA

University student records are confidential for all schools receiving funding under programs administered by the U.S. Department of Education in accordance with the Family Educational Rights and Privacy Act (FERPA). Generally, information pertaining to a student record is not to be released to a third party without written consent via a FERPA Release form, judicial order, or a lawfully issued subpoena.

Access to Education Records

FERPA regulations require the University to comply with the students' right to inspect and review their academic records by responding within 45 days from the time the University receives a written request to access their records.

However, the University Registrar Office will respond to student's requests to review their records within 14 days from receipt of the request. Students should submit their request to the University Registrar Office and specify the record(s) they wish to inspect or have a copy.

Note: Under FERPA, a student is defined as an individual who is attending or has attended an educational institution. Students with at least one positive attendance posted are considered a student.

Education records are defined as all records, files, documents and materials containing information directly related to a student; and maintained by an educational institution.

The following are not education records:

- Personal records maintained by an individual; must be kept in the sole possession of the individual and are not accessible to others.
- Records of the law enforcement unit of an educational institution
- Personnel records; records related to a person as an employee not used for any other purpose.
- Medical records
- Records created after the student is no longer a student; alumni records.

Releasable Information – Directory

In compliance with FERPA, a University designated representative without prior written or authorized electronic consent of the student, a judicial order, or a lawfully issued subpoena can release the following education record information, provided the student does not have a FERPA hold on record.

- Student name
- Home address
- Email address
- Home telephone number
- Year of birth
- Dates of admission
- Dates of attendance
- Program of study
- Degree completion date and type
- Student current enrollment status
- Most recent previous institution attended and degree
- Grade level

- Photographs
- Honors and awards received
- Participation in officially recognized activities

Exception: If a student submits written request via a *FERPA Disclosure Prevention Request* form that directory information not be released to a third party, NO INFORMATION CAN BE RELEASED, absent a judicial order or a lawfully issued subpoena. A *FERPA Disclosure Prevention Request* is valid unless rescinded.

To remove a *FERPA Disclosure Prevention Request*, the student must complete and submit a *FERPA Disclosure Prevention Rescind* form to the University Registrar Office. To remove previously authorized parties from his record, the student should submit the *FERPA Release Rescind* form to the University Registrar Office.

Information Not Released – Non-Directory

In compliance with FERPA, the following student information must **not** be released by the University without prior written or authorized electronic consent of the student, a judicial order, or a lawfully issued subpoena. The student's signature on the written request is verified before processing the request.

- Place of birth*
- Month and day of birth*
- Social Security Number or Student ID Number**
- Grades
- GPA
- Course schedules
- Employment information
- Academic performance
- Admission information
- Academic Information
- Financial and accounting information
- Gender*
- Race*
- Ethnicity*
- Citizenship*
- Country of origin**

*Although this information may be disclosed without prior written consent according to FERPA, the University policy is to maintain the confidentiality of this student information. The University will notify students to provide contact information directly to a third party when this information is requested.

**Student IDs, SSNs, or PINs should not be released to a third party, unless it is necessary to perform a required task (e.g. Student Financial Agreement, FBI Request, etc.). These non-directory identifiers should not be released or verified, even with a signed FERPA release form, in order to avoid the risk of personal identity theft.

Note: Non-directory information can only be released to third parties via telephone or in-person if the student has provided written or authorized electronic consent including a security word. If the student does not complete the release information, including security word, information is not released via telephone or in-person. In-person requests also require a photo ID to validate identity.

Western International University students who are minors and/or dependents are protected by FERPA. All third party inquiries, including parents, require a FERPA Release Form on file unless the third party meets one of the definitions under FERPA allowing access without prior written or authorized electronic consent from the student (e.g., power of attorney, etc.).

Exception: The University can release information to school officials with legitimate educational interest. The University can release information under the following conditions:

- School officials[1] with legitimate educational interest
- Person or company with whom the University has contracted as its agent to provide a service instead of using University employees or officials.
- Other schools a student seeks or intends to enroll
- Specified officials for audit and evaluation purposes
- Appropriate parties in connection with financial aid to a student
- Organizations conducting studies for, or on behalf of, the school
- Accrediting organizations
- To comply with a judicial order or lawfully issued subpoena
- Appropriate officials in cases of health and safety emergencies
- State and local authorities, pursuant to state law
- U.S. Immigration and Customs Enforcement (formally Immigration and Naturalization Service (INS)), in compliance with the Student Exchange Visitor Information System (SEVIS) program.
- Under Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, Section 507 amends FERPA and allows institutions to disclose—without consent or knowledge of the student—PII (Personally Identifiable Information) from the student's education records to the Attorney General of the United States or to his designee in response to an ex parte order in connection with the investigation or prosecution of terrorism crimes specified in 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in section 2331 of title 18 United States Code. Institutions that, in good faith, produce information from education records in compliance with an ex parte order issued under this amendment "shall not be liable to any person for that production."
- Under the Campus Sex Crime Prevention Act, institutions may disclose information concerning registered sex offenders who are required to register under the Violent Crime Control & Law Enforcement Act.
- The institution may disclose the results of a disciplinary proceeding if the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and found to violate the institution's policies and procedures with respect to the allegation. Disclosures can only be made if the institution determines the student violated policies and such disclosures must only include student name, violation committed, and sanction imposed against the student.
- The institution must disclose, upon written request, 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 because of the crime or offense, the institution must provide the results of the disciplinary hearing to the victim's next of kin, if so requested.
- The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions.
- If a student initiates legal action against an educational institution, the institution may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the institution to defend itself.
- The disclosure is to parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986.

A school official has a legitimate educational interest if:

- *Performing a task specified in his/her job description/contract*
- *Performing a task related to a student's education*
- *Providing a service or benefit relating to the student or student's family*

- *Representing a school in which a student seeks to enroll*
- *Disclosing information to federal and state authorities auditing compliance of federal or state-support programs*
- *Disclosing information in connection with financial aid, if the information is necessary for such purposes as to determine eligibility for aid, amount of aid, conditions for aid, or enforce terms and conditions of the aid.*
- *Disclosing information to state and local officials to whom this information is specifically allowed to be disclosed pursuant to state laws if the allowed disclosure concerns the juvenile justice system and the system's ability to effectively serve the student whose records are released*
- *Performing studies on behalf of educational institutions*
- *Disclosing information to accrediting organizations carrying out their accrediting functions*
- *Complying with a judicial order or lawfully issued subpoena; provided notification to the student is made before complying with the subpoena*

[1] A school official is defined as:

- i. A person employed by the University in an administrative, supervisory, academic, research, or support staff position.
- ii. A person employed by or under contract to the University to perform a task.
- iii. A person serving on an institutional governing body or committee.

The University can disclose personally identifiable information (PII), directory, and non-directory, without student consent if the disclosure meets one of the following conditions:

- This disclosure is to other school officials whom we determine have legitimate educational interest.
- The disclosure is to officials of other schools where the student seeks or intends to enroll.
- The disclosure is, subject to requirements of 34 CFR §99.35, to authorized representatives of the Comptroller General of the United States, Secretary, or state and local educational authorities.
- The disclosure is in connection with financial aid [2] the student has applied for or received, if the information is necessary for such purposes as to determine the following:
 - eligibility for aid,
 - amount of aid,
 - conditions for aid, or
 - enforce terms and conditions of the aid.

Students requesting demographic or PII on other Western International University students for survey/research purposes must be approved.

The University shall retain a record of student information disclosed to a third party if recordation is required pursuant to FERPA. This information is made on University computer system containing dates, names, and reasons for release. Students shall have reasonable access to their educational records and may request to review and challenge the contents, which they feel to be inaccurate, misleading, or otherwise in violation of their privacy or other rights.

[2] Financial aid means a payment of funds (or a payment in kind of tangible or intangible property to the individual) that is conditioned on the individual's attendance at an educational agency or institution [authority: 20 U.S.C.1232g (6)(1)(0)]

Student Right to Access

Student wishing to review their educational records shall submit a written request to the University Registrar Office specifying the records to be reviewed. Only records covered by the Family Educational Rights and Privacy Act will be made available. If necessary, the University Registrar Office will work with a campus designee so that the student can review the record.

FERPA regulations require the University to comply with the students' right to inspect and review their academic records by responding within 45 days from the time the University receives a written request to access their records. However, the University Registrar Office will respond to student's requests to review their records within 14 days from receipt of the request. Students should submit their request to the University Registrar Office and specify the record(s) they wish to inspect or have a copy.

Students who wish to review their records at the campus location must present photo identification before access to educational records is allowed. For copies of records from the student's file, students must fill out and submit the "Student Request for Information from Files" form. Distance education students must submit a written or authorized electronic request specifically outlining which record they would like to review. Upon verification, the records will be released.

A designated University official must be present when students wish to review their records at the campus location. This includes documents on file (e.g. WIN/eXp) or student history notes that do not reference other student information.

Procedure

Students alleging their University records are inaccurate or misleading, or who allege violations of FERPA, may present their challenges to the University Registrar Office.

Students have the right to correct record keeping errors, but not to seek to overturn administration decisions and/or assessments. The University Registrar Office shall review students' challenges and, when appropriate, amend students' records accordingly. Students will be notified within 14 days of the University Registrar Office actions and based on the action may request a formal hearing.

- Student must submit request for amendment in writing to the University Registrar Office identifying the specific portion of his/her record s/he wants changed and why s/he believes it's inaccurate or in violation of his/her privacy. The University Registrar Office will respond to the request within 14 days.
- If the University denies the request to change the record, the University Registrar Office will notify the student within 14 days of the decision and advise him/her of his/her right to challenge the information.
- Students' request for a formal hearing must be made in writing and submitted to the Vice President of University Operations. The University Registrar Office will arrange for a hearing, and notify the student within 14 days from the receipt of the request of the date, place, and time of the hearing. A hearing panel appointed by the University Registrar Office shall represent the University. The panel shall consider all relevant evidence supporting students' allegations of inaccurate or misleading information in students' records. Decisions of the panel will be final.
- The University will provide a written decision within 14 days of the hearing based on evidence presented at the hearing and will include a summary of evidence presented and the rationale for the decision.
- If the University decides that the challenged information is not misleading, inaccurate, or in violation of the student's privacy rights, it will notify the student within 14 days of his/her right to place in the record a statement commenting on the challenged information or a statement of reasons for disagreeing with the decision.
- The statement will be maintained as a part of the student's record as long as the contested portion is maintained. If the University discloses the contested portion of the record, it must also disclose the statement.
- If the University decides the information is inaccurate or in violation of the student's right of privacy, it will amend the record and notify the student within 14 days, in writing, that the record has been amended.

Exception: Students may not inspect and review the following, absent a judicial order or legally issued subpoena:

- Confidential letters and recommendations for which they have waived their rights of inspection
- Educational records containing information about more than one student (access is permitted only to that part of the record concerning the inquiring student).
- Records of instructional, supervisory, administrative, and certain educational personnel, which are in possession of the originator
- Records connected with an application to attend the University if the application was denied.

Western International University cannot deny students access to their records.

Copies do not need to be provided, unless by not providing copies, the student's rights are denied.

The University reserves the right to deny transcripts or copies of records not required to be made available by FERPA in any of the following situations, absent a judicial order or legally issued subpoena:

- Student has an unpaid financial obligation with the University. Exception: The University will issue transcripts for students who have filed for bankruptcy provided that Western International University obtains a copy of the bankruptcy petition filed with the courts. Students have the right to file a complaint with the FERPA office in Washington, D.C., inquiries should be directed to:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5920

Note: For a period of 25 years following the death of a student, education records of deceased students may only be released to the executor of the estate (written authorization required) or immediate family members (notarized affidavit required) defined as: spouse or legally recognized domestic partner, parents, children (over the age of 18), and siblings.

An education record is released pursuant to judicial orders or lawfully issued subpoenas, but only after the student is given reasonable notification of the University's intent to comply before release of records. Inquiries regarding FERPA and requests for non-release may be addressed to:

Western International University
Registrar Office
1601 West Fountainhead Parkway
Tempe, AZ 85282
(602) 943-2311
Fax (602) 383-2210

Solomon Act

Western International University complies with the Solomon Act, which provides certain information to military recruiters. Information that may be released includes the following:

- Student name
- Home address
- Email address*
- Telephone listing
- Age (Date of Birth)
- Place of birth*
- Level of education
- Academic major
- Degrees received*
- Most recent educational institution attended**This information may be released only when available. No information will be released if the student has a FERPA hold on record.

Student Loan Code of Conduct

We protect our students with established loan policies. Western International University follows federal regulations that govern student loan requirements.

The Student Loan Code of Conduct (<http://west.edu/student-loan-code-conduct>) creates and maintains uniform student loan practices that focus on the best interest of the borrowers (our students). It also manages relationships between school employees, learning institutions, lender advisory board members, and student loan organizations.

Students are encouraged to review the Student Loan Code of Conduct at <http://west.edu/student-loan-code-conduct>, to learn about requirements governing loan regulations. If you have any questions about this document, please email Western International University: PLL@phoenix.edu.

Consumer Privacy

Summarized below are key elements of our Privacy Policy. To read our full Privacy Policy ("Policy") click here (<http://west.edu/privacy-policy.html#full-version>).

Scope of Privacy Policy

This policy covers website visitors, current and potential students, and any other user of services through our Sites, including any websites or mobile applications operated by us or on our behalf.

This policy applies to both online and offline collection, storage, processing, and transfer of Personal Information. However, certain University Sites or services may be subject to additional privacy policies (collectively "Additional Policies").

Information We Collect

We collect various types of Information through our Sites and other websites where you can express interest in our services, over the phone, and in person where print materials may be used to collect information from you. Some information is collected automatically through various web and internet technologies, including social networking tools used by the University to foster communication and collaboration among members of our community. Other information is collected when you provide it in response to an advertisement, a survey, or a request for information; apply for admission or financial aid; register for classes; order educational or other products and services; set up a social network or other Site profile; or use one of our career resources, learning assessments, or other interactive tools. We may also obtain information from other sources and combine that with Information we collect about you.

Information Uses

We will not sell, rent, or lease your personal information to others except as provided in this policy. We may collect, use, and disclose personal information for the following purposes:

- to determine your admissibility and to register you for your selected educational programs
- to provide requested products and services
- to respond to your inquiries and provide customer support
- to administer promotions in which you have indicated an interest
- for our internal marketing purposes, which includes, but is not limited to, sending you material about products, services, updates, etc. that we think may be of interest to you
- for fostering communication and collaboration among members of your University community through social networks
- for sharing with our educational partners or business associates who are performing services on our behalf
- to analyze how sites and services are being accessed and used
- for investigation of information security and information asset protection related incidents
- to test, correct and improve our content, applications and services
- to develop new applications, products, services
- for online behavioral advertising purposes
- to improve site and service performance and delivery
- to prevent potentially illegal activities (including illegal downloading of copyrighted materials in accordance with our Copyright Infringement Policy)

- to investigate suspicious information that denotes illegal activity such as financial aid fraud
- to analyze academic and learning outcomes and preferences
- to analyze risk and business results
- to obtain payment for services that we provide to you
- to provide you with information concerning arrangements and other options for the repayment of funds loaned to you for your education
- to maintain business records for reasonable periods
- to enforce our Terms of Use
- to provide educational partners, business associates or unrelated entities in connection with the contemplated or actual reorganization, merger, acquisition, financing, insuring, sale or other disposal of all or part of our business or assets, including for the purpose of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. In the event of any actual reorganization, merger, or acquisition such information may be transferred as part of the transaction to the acquirer
- and/or as may be required or permitted by legal, regulatory, industry self-regulatory, insurance, audit, or security requirements applicable to the University, Apollo Education Group, or educational partners or our business associates.

Your Rights and Choices

Marketing Communications

If you do not wish to receive marketing email communications from us, you may express your choice where indicated on the applicable email or other communication, or click here: <http://mailout.westerninternationalu.net/webdocs/WIU-Unsubscribe-Email.html>.

If you do not wish to receive marketing telephone calls or mailings, you may express your choice to opt-out by emailing privacy@apollo.edu.

Under California's Shine the Light law, Cal. Civ. Code § 1798.83, we provide California residents the ability to opt out of disclosures to educational partners for direct marketing purposes. To opt out of these disclosures at no cost, email privacy@apollo.edu.

Do Not Track and Online Behavioral Advertising

Western International University does not itself respond to web browser-based DNT signals.

We or our business associates may use data collected on this Site for online behavioral advertising purposes, e.g., to customize ads to you on other websites as you browse the web. If you do not want your browsing behavior on the Sites to be collected for online behavioral advertising purposes, visit https://info.evidon.com/pub_info/2688?v=1.

Other Collection, Use, and Disclosure

You may be able to opt-out of our collection, use, and disclosure of your personal information in other situations subject to applicable contractual, academic, legal or technical restrictions and reasonable notice. Note that if you opt-out of certain uses of your Personal Information, we may no longer be able to provide certain products or services. For more information on your ability to opt-out, email privacy@apollo.edu.

Other Important Information

We will take commercially reasonable measures to secure and store your information to protect against the loss, misuse, and alteration of the information under our control. We utilize industry standard security measures when accepting your credit card Information during your registration or other transaction you have initiated with us, as well as whenever we ask you to login to any of our sites.

If you subsequently become a student, your educational records are subject to the U.S. Federal Family Educational Rights and Privacy Act (FERPA), state laws and University policies.

To obtain a copy of the "Students' Rights to Privacy and Access to Educational Records" policy, click here: <http://west.edu/sites/default/files/West-Consumer-Information-Notice.pdf>. You may also contact us via one of the below methods:

Phone: (866) 948-4636
Email: inquiries@west.edu
Mail: Western International University
 Attn: Registrar's Office
 1601 W. Fountainhead Parkway
 Tempe, AZ 85282

Western International University may update this policy or revise it from time to time. If you are concerned about how your Personal Information is used or disclosed, you should contact us as described below or check the <http://www.west.edu/privacy-policy> website periodically to obtain a current copy of our Privacy Policy.

Dispute Resolution

Dispute Resolution Policy and Procedures

The following policy and procedures are to be used to resolve disputes by both current and former students of the University. The policy applies to all students who applied to the University for the first time or as a re-entry student with an enrollment agreement executed on or after September 1, 2012. Students are encouraged to bring the concerns outlined below to the attention of the appropriate individual/department, as set forth in Step One below.

These individuals/departments will investigate and resolve such concerns accordingly. A covered dispute is subject to the conditions below and may be submitted to the formal Dispute Resolution Procedures set forth in this section if not satisfactorily resolved through the prior intervention of Step One.

In connection with the University policies identified in Step One below, this policy is intended to address disputes between a student and the University and create a framework by which students and the University can resolve all such disputes arising from a student's interactions with the University. Although the University strongly recommends utilization of the resources identified in Step One to resolve such disputes, the only dispute resolution policy that is mandatory is the arbitration policy. Arbitration is the exclusive means by which all covered disputes asserted by either a student (whether current or former) or the University, involving justiciable disputes and/or any justiciable matter arising from the student's interactions with the University, shall be decided and finally resolved.

Claims and/or disputes covered by this policy fall into one of two levels:

- Level One disputes involve alleged violations of state or federal law, any statutory or common law tort claim or alleged breach of contract claim, claims of discrimination or harassment pursuant to state or federal law, or any other issue of a substantial nature. If not resolved sooner, Level One disputes may be processed through all three steps of the following Dispute Resolution Procedures.
- Unless such issue involves a violation of law, issues of a lesser nature — for example, Student Code of Conduct violations, general student grievances, academic issues and grade disputes, etc. — are considered Level Two disputes and, if not resolved sooner, may be processed only through Step One of the following Dispute Resolution Procedures.

Step One: Internal Resolution

Students should first attempt to resolve any dispute or issue related to the following subject matters, or like subject matters, by contacting the following individuals/departments, and utilizing the process set forth in the corresponding section(s) of the University Academic Catalog, as referenced below. Please note that the information provided below represents only the initial contact with whom such disputes should be reported. Students should carefully consult the University Academic Catalog to gain a fuller understanding of the processes associated with reporting and resolving disputes related to these subject matters.

- Allegations of sex discrimination or sexual harassment: Christopher Davis, Ph.D., Vice President of Academic Affairs and Title IX Coordinator, or designee.
- Allegations concerning all other forms of discrimination: Associate Registrar, or their designee.
- Student Code of Conduct violations, other than sex discrimination and sexual harassment: Associate Registrar or their designee. See Student Code of Conduct 76).
- General student grievances (other than sex discrimination and sexual harassment): Office of Dispute Management. See Student Grievance 82 section.

- Student grievances relating to financial aid, account balances or collections: University Management. See Student Grievance 82section.
- Academic issues: Student Appeals. See Student Appeals section.
- Grade disputes: Course Faculty or Student Advisor. See Student Grade Appeal section.

Step Two: Mediation

If a Level One dispute is not resolved as a result of Step One, then prior to proceeding to Arbitration, all parties are encouraged to participate in a formal mediation session facilitated by a professional, neutral mediator. Mediation is not mandatory but is strongly encouraged as an effective way to resolve disputes. Mediation is not a mandatory prerequisite to arbitration.

The physical location for the mediation shall be mutually selected by the parties. If the parties elect mediation, the student is required to pay the sum of \$100 toward the mediation costs, which amount shall be paid directly to the mediator. Any other costs associated with the mediation shall be paid by the University. Both the student and the University shall submit in writing to the other the name(s) of one or more professional, neutral mediators as a potential mediator in the matter. The parties will exercise their best efforts to agree on the selection of a mediator. If the parties cannot agree on the selection of a mediator, then the parties can submit the matter to the American Arbitration Association for the purpose of having a neutral mediator appointed.

The mediator shall schedule the mediation as expeditiously as possible. All parties will have the opportunity to attend and participate in the mediation. Any party may be represented by counsel of his or her choosing, at his or her own expense. The mediator shall direct how the mediation will be conducted.

As with all mediations, any resulting resolution must be agreed to by the parties, which shall constitute a final and binding resolution of the matter.

Step Three: Binding Arbitration

1. This Binding Arbitration provision ("Arbitration Agreement") is governed by the Federal Arbitration Act 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. This Arbitration Agreement is a condition of becoming enrolled with the University. This Arbitration Agreement applies to any covered dispute arising out of or related to the student's interactions with the University. Nothing contained in this Arbitration Agreement shall be construed to prevent or excuse the student from utilizing the University's existing internal procedures for resolution of complaints, as set forth in Step One above, and this Arbitration Agreement is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Arbitration Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Agreement, including the enforceability, revocability or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. Regardless of any other terms of this Arbitration Agreement, claims may be brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the U.S. Department of Education, State Boards of Education or the Office of Federal Contract Compliance Programs.
2. Notwithstanding any other language in this Arbitration Agreement, a student's Enrollment Agreement, the University Academic Catalog or any other University policy or practice, this Arbitration Agreement will not be unilaterally revised, modified or eliminated by the University with respect to any covered dispute after that dispute has been submitted to arbitration pursuant to this Arbitration Agreement.
3. The parties shall select the neutral arbitrator and/or arbitration sponsoring organization by mutual agreement. If the parties cannot mutually agree to an arbitrator and/or arbitration sponsoring organization, the arbitration will be held and the arbitrator selected under the auspices of the American Arbitration Association (AAA). Except as provided in this Arbitration Agreement, the arbitration shall be held in accordance with the then current Commercial Arbitration Procedures of the AAA. The AAA rules are available at <http://www.adr.org>. However, nothing in said rules or procedures and/or any modification thereto shall affect the enforceability and validity of the Class Action Waiver, including but not limited to the provision that the enforceability of the Class Action Waiver may be determined only by a court and not by an arbitrator. Unless the parties jointly agree otherwise, the arbitrator shall be either an attorney who is experienced in the subject matter at issue and licensed to practice law in the state in which the arbitration is convened, or a retired judge.

4. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. Any demand for arbitration made to the University shall be provided to the Legal Department, Western International University at 4025 S. Riverpoint Parkway, Mail Stop: CF-KX01, Phoenix, AZ 85040. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitral controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.
5. In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the arbitrator.
6. CLASS ACTION WAIVER: There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action or as a class member in any purported class, collective action or representative proceeding (Class Action Waiver). Notwithstanding any other clause contained in this Arbitration Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, collective or representative action. Notwithstanding any other clause contained in this Arbitration Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
7. Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The University shall initially bear the administrative costs associated with the conduct of the Arbitration, subject to: (1) a one-time payment by the student toward these costs equal to the filing fee then required by the court of general jurisdiction in the state where the student in question attended the University; and (2) any subsequent award by the Arbitrator in accordance with applicable law.
8. The Federal Rules of Evidence shall apply. The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure and applicable federal common law.
9. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.
10. It is against University policy for any student to be subject to retaliation if he or she exercises his or her right to assert claims under this Arbitration Agreement. If any student believes that he or she has been retaliated against by anyone at the University, the student should immediately report this to the ODM.
11. This section entitled "Binding Arbitration" is the full and complete agreement relating to the formal resolution of student-related disputes in arbitration. Except as stated in paragraph 6, above, in the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, the University and the student agree that this Arbitration Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

Non-discrimination Policy

Western International University does not discriminate on the basis of race, age, color, national origin, gender, gender identity, sexual orientation, religious preference, disability, or veteran status in its educational programs, activities, or employment practices. The University complies with Title IX of the Education Amendments of 1997, Titles VI and VII of the Civil Rights Act of 1964 and regulations, and Section 504 of the Rehabilitation Act of 1973.

Conduct deemed to be in violation of this policy is prohibited and will not be tolerated by Western International University. Retaliation, in any form, against the person raising such a concern will also not be tolerated by the University.

Policy Violation Procedures

Students, faculty, or staff alleging harassment must present their grievance within six (6) weeks after the incident that gave rise to the allegations.

1. Allegations of sex discrimination must be presented to Christopher Davis, Ph.D., Vice President of Academic Affairs and Title IX Coordinator:

4025 S Riverpoint Parkway
Mailstop DB-A101
Phoenix, AZ 85040
(602) 429-1099
TitleIX@west.edu

a. The Title IX Coordinator or their designee will manage efforts to conduct a prompt, thorough, and impartial investigation and make a determination on whether the party presented a factual connection between the allegation of discrimination and the alleged actions.

b. If the Title IX Coordinator finds that there is a factual connection between the allegation of discrimination and the alleged actions, then one of the following procedures will be followed:

i. If the accusation is against a faculty member, then the Faculty Code of Conduct procedures apply.

ii. If the accusation is against a student, then the Student Code of Conduct procedures apply.

iii. If the accusation is against an employee, then the Title IX Coordinator or their designee will contact Human Resources, and Human Resources policies for processing claims of discrimination will be followed.

c. In instances where it is determined that a formal process is not appropriate, the student, faculty, or employee may be warned or counseled regarding the allegation.

d. Timeframe for Conducting Title IX complaints:

i. Investigation – A prompt, thorough, and impartial investigation will be conducted within 60 days barring any unusual complexity.

ii. Opposing parties will receive notice of the outcome of the complaint within 30 days of the close of the investigation.

iii. Opposing parties shall be afforded the opportunity to appeal within 10 days of receiving notice of the outcome.

2. All other discrimination claims must be presented to the Vice President of Academic Affairs or their respective designee.

a. Vice President of Academic Affairs or their respective designee will conduct a prompt, thorough, and impartial investigation and make a determination on whether the student presented a factual connection between the allegation of discrimination and the alleged actions.

b. If the Vice President of Academic Affairs or or designee finds that there is a factual connection between the allegation of discrimination and the alleged actions, then one of the following procedures will be followed:

i. If the accusation is against a faculty member, then the Faculty Code of Conduct procedures apply.

ii. If the accusation is against a student, then the Student Code of Conduct procedures apply.

iii. If the accusation is against an employee, then the appropriate campus director or their designee will contact Human Resources, and Human Resources policies for processing claims of discrimination will be followed.

c. In instances where it is determined that a formal process is not appropriate, the student, faculty, or employee may be warned or counseled regarding the allegation.

Conduct Review Process

1. All charges alleging violations of West's Code of Conduct are subject to a fair and impartial process to determine whether or not a violation has occurred. Depending on the severity of the charge, a violation may result in a warning or review through the following process.

2. Charges related to student records should be submitted to the attention of the Associate Registrar.
3. Charges alleging violations of West's Code of Conduct, unless related to sex discrimination/harassment, must be submitted in writing to the attention of the Associate Registrar, Director of Faculty Services or designee.
4. An alleged violation of West's Code of Conduct that relates to sex discrimination/harassment shall be forwarded to the University's Title IX Coordinator, Dr. Christopher Davis or designee:
4025 S. Riverpoint Parkway
Mailstop CF-SX01
Phoenix, AZ 85040
(602) 429-1112

Investigation

1. Allegations will be investigated in a prompt and reasonable manner.
2. Relevant evidence may include, but not be limited to, pertinent documents and statements from witnesses. Title IX investigations will be conducted within sixty (60) days barring any unusual complexity.
3. While an alleged violation is under investigation, a student may be removed from class, campus-sanctioned events, and other University functions.

Notification

1. A student who is charged with a violation of West's Code of Conduct will be notified of the specific charge(s) in writing by a Charging Letter sent via Certified Mail, Return Receipt Requested, or comparable means, and given ten (10) business days to submit a written response to the designated University official.
2. Failure of a student to respond to the Charging Letter will result in suspension from the University following completion of the current course if the student is then actively attending classes and is not subject to immediate suspension.
3. In those instances where the University determines the conduct does not warrant a Charging Letter, it may choose to issue a Warning Letter and/or provide counseling to the student. NOTE: A Warning Letter is not appealable.
4. In Title IX cases, the complainant(s) shall be notified of the conduct procedures and notified of when and if a Charging Letter or warning is sent to the respondent(s).

Student Response

1. A student response acknowledging guilt will be sent to the Associate Registrar or designee, who will determine the appropriate sanctions.
2. In Title IX cases, a student response acknowledging guilt will follow the Title IX committee process outlined below.
3. A student response denying the charge(s) will follow the committee process outlined below.

Disciplinary Review

1. In cases not involving allegations of sex discrimination/harassment, the University Academic Council Review Committee (UACRC) will convene to review the file and make findings and recommendations to the Associate Registrar, or designee, who has the ultimate authority to accept, reject, or modify the recommendations and render a decision. The decision shall be sent via Certified Mail, Return Receipt Requested, or comparable means.
2. The UACRC shall use the preponderance of the evidence standard of proof (more likely than not) to weigh the evidence and make a recommendation to the Associate Registrar, or designee about whether a violation occurred and what sanction, if any, is warranted.
3. In cases involving sex discrimination/harassment, the Title IX committee, who will be comprised of at least three impartial individuals who have no prior involvement with the parties or the investigation, will convene to review the file and make a determination. Opposing parties will be afforded the opportunity to speak at the committee which will be facilitated by an impartial administrator from the university and present written witness statements for inclusion in the Title IX Case Packet. Students are entitled to have third parties present during the committee process.
4. The Title IX Committee shall use the preponderance of the evidence standard of proof (more likely than not) to weigh the evidence and make a recommendation to the Title IX coordinator or designee about whether a violation occurred and what sanction, if any, is warranted.

5. In accordance with the requirements under the Higher Education Opportunity Act (HEOA), upon written request, West will disclose to an 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.
6. If the alleged victim is deceased as a result of the alleged crime or offense, West will provide the results of the disciplinary hearing to the victim's next of kin, if so requested.
7. In accordance with the requirements under the HEOA, in cases of an alleged sex offense, both the accuser and the accused will be informed of the committee determination involving an alleged sex offense, including any sanction that is imposed.

Sanctions

1. If a violation is found, disciplinary sanctions shall be based on the seriousness of the situation and may include, but are not limited to, documented counseling by a University staff member, loss of academic credit, action plan (must be approved by the Office of Dispute Management), suspension, and/or expulsion. Students are responsible to pay for courses interrupted by the Conduct Review Process if the investigation results in a sanction.
2. A recommendation of expulsion by the decision maker shall be reviewed by the West Executive Review Committee and the Office of Dispute Management before that sanction is communicated to the student.

Appeals

1. In those instances where students are found to be in violation of West's Code of Conduct, they may appeal the decision to the Executive Review Committee (ERC) within ten (10) days of receiving the notice. The ERC is comprised of the Provost, the Vice President of Operations, and the Registrar (or their respective designees).
2. In Title IX cases, opposing parties shall be afforded the opportunity to appeal within ten (10) days of receiving notice of the outcome; if an appeal is filed, each party shall receive notice of the other party's appeal.
3. The decision of the ERC is final and shall be communicated directly to the student and the campus, except in the case of a decision by the ERC supporting a campus recommendation of expulsion. If the sanction against the student is expulsion, the review of the appeal shall be conducted by the University President. The decision of the University President is final and will be communicated directly to the student and administration.
4. In Title IX cases, opposing parties will be notified of the ERC decision.

Harassment Policy

It is the policy of Western International University that the employment and educational environment at all campuses is free of all forms of improper or unlawful harassment including sexual harassment or sexually offensive conduct. Faculty, staff, or student conduct that violates this policy includes, but is not limited to, the following:

1. Unwelcome or unwanted sexual advances
2. Requests for sexual favors
3. Any overt or subtle suggestion that a grade or other academic achievement is dependent upon granting sexual favors or submitting to sexual requests
4. Unwelcome physical contact, including patting, pinching, hugging, kissing, fondling, etc.
5. Offensive conduct, verbal or written, including sexually explicit jokes, comments, innuendo, or other tasteless action that would offend a reasonably sensitive person
6. The displaying of sexually offensive pictures, posters, illustrations, or objects
7. Slurs, jokes, or ridicule based on race, ethnic or national origin, religion, gender, or disability

In addition to sexual harassment or discrimination, it is illegal and against the policies of the University for any employee, faculty member, or student to harass another employee, faculty member, or student based on ethnicity, race, national origin, religion, sex (including pregnancy or parenting), sexual orientation, gender identity, age, disability, veteran status, or any other category protected by federal, state, or local law. Such harassment and/or discrimination may include derogatory remarks, epithets, offensive jokes, the display of offensive printed or visual material, or offensive physical actions that unreasonably interfere with an individual's work or classroom performance or create an abusive work or classroom environment.

Conduct deemed to be in violation of this policy is prohibited and will not be tolerated by the University. Retaliation, in any form, against the person raising such a concern will also not be tolerated by the University.

Policy Violation Procedures

Students, faculty, or staff alleging harassment must present their grievance within six (6) weeks after the incident that gave rise to the allegations.

1. Allegations of sexual harassment must be presented to Christopher Davis, Ph.D., Vice President of Academic Affairs and Title IX Coordinator:

4025 S Riverpoint Parkway
Mailstop CF-SX01
Phoenix, AZ 85040
(602) 429-1099
e-mail: TitleIX@west.edu

a. The Title IX Coordinator or their designee will manage efforts to conduct a prompt, thorough, and impartial investigation and make a determination on whether the party presented a factual connection between the allegation of harassment and the alleged actions.

b. If the Title IX Coordinator finds that there is a factual connection between the allegation of harassment and the alleged actions, then one of the following procedures will be followed:

i. If the accusation is against a faculty member, then the Faculty Code of Conduct procedures apply.

ii. If the accusation is against a student, then the Student Code of Conduct procedures apply.

iii. If the accusation is against an employee, then the Title IX Coordinator or their designee will contact Human Resources, and Human Resources policies for processing claims of discrimination will be followed.

c. In instances where it is determined that a formal process is not appropriate, the student, faculty, or employee may be warned or counseled regarding the allegation.

d. Timeframe for Conducting Title IX complaints:

i. Investigation – A prompt, thorough, and impartial investigation will be conducted within 60 days barring any unusual complexity.

ii. Opposing parties will receive notice of the outcome of the complaint within 30 days of the close of the investigation barring any unusual complexity.

iii. Opposing parties shall be afforded the opportunity to appeal within 10 days of receiving notice of the outcome.

2. All other harassment claims must be presented to the Associate Registrar, or respective designee.

a. Associate Registrar, or respective designee will conduct a prompt, thorough, and impartial investigation, and make a determination on whether the student presented a factual connection between allegation of harassment and alleged actions.

b. If the appropriate director/associate director or designee finds that there is a factual connection between the allegation of harassment and the alleged actions, then one of the following procedures will be followed:

i. If the accusation is against a faculty member, then the Faculty Code of Conduct procedures apply.

ii. If the accusation is against a student, then the Student Code of Conduct procedures apply.

iii. If the accusation is against an employee, then the appropriate campus director or their designee will contact Human Resources, and Human Resources policies for processing claims of harassment will be followed.

c. In instances where it is determined that a formal process is not appropriate, the student, faculty, or employee may be warned or counseled regarding the allegation.

Conduct Review Process

1. All charges alleging violations of West's Code of Conduct are subject to a fair and impartial process to determine whether or not a violation has occurred. Depending on the severity of the charge, a violation may result in a warning or review through the following process.
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Copyright Infringement

Copyright Law

Copyright is a form of legal protection provided by United State law (Title 17 U.S.C. §512(c)(2)) that protects an owner's right to control the reproduction, distribution, performance, display and transmission of a copyrighted work.

The public, in turn, is provided with specific rights for "Fair Use" of copyrighted works. Copyrighted works protect "original works of authorship" and include:

- Books, articles and other writings
- Songs and other musical works
- Movies and Television productions
- Pictures, graphics and drawings
- Computer software

- Pantomimes and choreographic works
- Sculptural and architectural works

Specific information on copyright law and fair use may be found at the following sites:

- The U.S. Copyright Office: <http://www.copyright.gov>
- The Electronic Frontier Foundation fair use frequently asked questions (FAQ): http://w2.eff.org/IP/eff_fair_use_faq.php.

Copyright Infringement

The copyright law provides the owner of copyright in a work the exclusive right:

- To reproduce the work in copies;
- To prepare derivative works based upon the work;
- To distribute copies of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- To perform the work publicly;
- To display the copyrighted work publicly;
- In the case of sound recordings, to perform the work publicly by means of a digital audio transmission.

The copyright law states that "anyone who violates any of the exclusive rights of the copyright owner ...is an infringer of the copyright or right of the author".

Generally, under the law, one who engages in any of these activities without obtaining the copyright owner's permission may be liable for infringement.

Peer-to-Peer File Sharing

Peer-to-Peer (P2P) file-sharing is a general term that describes software programs that allow computer users, utilizing the same P2P software, to connect with each other and directly access digital files from one another's hard drives. Many copyrighted works may be stored in digital form, such as software, movies, videos, photographs, etc. Through P2P file sharing, it has become increasingly easy to store and transfer these copyrighted works to others thus increasing the risk that users of P2P software and file sharing technology will infringe the copyright protections of content owners.

If P2P file-sharing applications are installed on your computer, you may be sharing someone else's copyrighted materials without realizing that you are doing so. As a user of the West network, it is important that you recognize the legal requirements of the files that you may be sharing with others. You should be very careful not to download and share copyrighted works with others.

The transfer and distribution of these works without authorization of the copyright holder is illegal and prohibited.

Violations and Penalties under Federal Law

In addition to University sanctions under its policies as more fully described below, 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.

University Plans to Effectively Combat Unauthorized Distribution of Copyrighted Material

Student Sanctions

As a student, your conduct in University classrooms and on websites is subject to and must fully conform to the Student Code of Conduct policy, the Acceptable Use policy, and any other applicable University policies.

The University may monitor traffic or bandwidth on our networks utilizing information technology programs designed to detect and identify indicators of illegal peer-to-peer file sharing activity. In addition to, or as an alternative, the University may employ other technical means to reduce or block illegal file sharing and other impermissible activities.

West will also provide for vigorous enforcement and remediation activities for those students identified through the University Digital Millennium Copyright Act (DMCA) policy as potential violators or infringers of copyright.

Disciplinary sanctions will be based on the seriousness of the situation and may include remediation based on a comprehensive system of graduated responses designed to curb illegal file sharing and copyright offenses through limiting and denial of network access or other appropriate means. These sanctions may be in conjunction with additional sanctions through the Student Code of Conduct, its Acceptable Use Policy and any other West policy applicable to the particular situation.

Students who are subject to professional codes of conduct that apply to their enrollment at the University shall be sanctioned according to the requirements of the respective code.

Education and Awareness

West uses a variety of means to inform our students, faculty, and other network users about copyright laws and West's response to copyright infringement claims:

- West informs its campus community through our Consumer Information Guide and other periodic communications, that unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject students and faculty to civil and criminal liabilities and the extent of the possible liabilities;
- The Consumer Information Guide is available on our website, <http://west.edu/sites/default/files/West-Consumer-Information-Notice.pdf>, provided to potential students and employees, and emailed annually to current students, faculty, and employees.

Legal Sources for Online Music and Videos

The following links are online sources that provide information on legal access to copyrighted music and videos:

- EDUCAUSE, an association of colleges and universities, maintains a list of legal media sources, <http://www.educause.edu/legalcontent>.
- Motion Picture Association of America (MPAA)-provides a list of legal motion picture and video sources, <http://wheretowatch.org/>.
- The Recording Industry Association of America (RIAA) provides a list of legal music sources, http://www.riaa.com/toolsforparents.php?content_selector=legal-music-services.

The legal source for online music and videos is reviewed annually by the Sr. Director Governance, Risk, and Compliance; the most recent review was completed in April 2014.

Digital Millennium Copyright Act

The University computer networks, including its online library and classroom environment are critical assets. Accordingly, Western International University respects the rights of the copyright owners and expects its faculty, staff, students, and other network users to comply with the U.S. copyright laws. Federal law prohibits the reproduction, distribution, public display or performance of copyrighted materials over the Internet without permission of the copyright owner, except in compliance with fair use or other copyright applicable statutory exceptions. For more information on copyright law, please refer to the University's Copyright Infringement and Peer-to-Peer File Sharing Policy.

In addition to sanctions that may be applicable under the University Student Code of Conduct Policy, the Acceptable Use of Computing Resources Policy or other policies, Western International University may terminate the network accounts or access to users who have repeatedly infringed on the copyrights of others. Western International University, in compliance with the federal Digital Millennium Copyright Act (DMCA), has established a mandated process for receiving and tracking alleged incidents of copyright infringement.

The University has designated an agent who will investigate notices of alleged copyright infringement and take appropriate actions. Such actions may include terminating repeat infringers accounts under the Digital Millennium Copyright Act (DMCA). The copyright infringement notices must be given in writing, preferably by email, or by U.S. mail to the agent listed below:

Western International University
Attn: Copyright Agent
Subject: Copyright Compliance
4025 S. Riverpoint Pkwy., CF-K612
Phoenix, AZ 85040

Email: CopyrightAgent@apollo.edu

If a valid DMCA notification is received, the University will respond under this process by taking down the infringing content found on our networks. On taking down content under the DMCA, the University will take reasonable steps to contact the owner of the removed content so that a counter notification may be filed. Upon receiving a valid counter notification, the University will generally restore the content in question, unless the University receives notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity.

Please note that the DMCA provides that you may be liable for damages including costs and attorney's fees if you falsely claim that someone is infringing on your copyright. Alternatively, you can also be liable for damages including attorneys' fees if you materially misrepresent that an activity is infringing on the copyright of another. Therefore, the University recommends contacting an attorney if you are unsure whether your work or the work of another is protected by copyright laws.

Filing Notice of Alleged Infringement

Following is the process for filing a notification under the DMCA. Notice must be given in writing to the designated agent as specified above and contain the following information:

- Identify in sufficient detail the copyrighted work that you believe has been infringed upon; for example, describe the work that you own.
- Identify the material that you claim is infringing on your copyright as set forth in number 1 and provide detailed information reasonably sufficient to locate the infringing item; for example, provide the link to the infringing material.
- Provide a reasonably sufficient method of contacting you: phone number, address and email address.
- If possible, when reporting infringement, provide any information that allows the University to notify the alleged infringing party of notice of the alleged infringement.
- The following statement must be included in your notice: "I have a good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent, or by protection of law."
 - The following statement must be included in your notice: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
 - The notice must be signed.

Filing Counter Notification of Alleged Infringement

The person or provider of the alleged infringing material may present a counter notification pursuant to the DMCA. Upon proper counter notification, the University may reinstate the removed content. Notice must be given in writing to the designated copyright agent as specified above and contain the following information:

- Identify the material that has been removed. This may include providing the location or the URL when possible.
- Provide your name, address telephone number and email address if available.
- Provide a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you reside, or for any address outside the United States, for any judicial district, in which the service provider may be found and that you will accept service of process from the person who provided notification to the University of the alleged infringement or an agent of such person.
- Provide the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- The notice must be signed.

Upon receiving a valid counter notification, the University will provide the person who filed the original notification with a copy of the counter notice and inform them that the material will be reinstated or access to it restored between 10 and 14 business days following receipt of the counter notice, pursuant to the DMCA unless the University receives notification that legal action to seek a court order restraining the alleged infringer from further engaging in the infringing activity has been filed.

