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04/10/2023

HEAVY CONSTRUCTION ACADEMY



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Industrial Drive

Brentwood, NH 03833

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Certified to be true and correct in content and policy

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1. **SCHOOL HISTORY:**

The School is owned and operated as Heavy Construction Academy and is located at 5 Industrial Dr., Brentwood, NH 03833. The School was founded in June 2004. The School is approved by State of New Hampshire Division of Higher Education, Office of Career School Licensing.

1. **INSTITUTIONAL PHILOSOPHY:**

The mission of Heavy Construction Academy is to be a leading educational institution offering effective vocational training while maintaining a high standard of quality and integrity. HCA offers its services to the public for the purpose of helping a wide range of individuals gain stable, well paying employment in high demand occupations.

1. **OWNERSHIP, OFFICERS & FACULTY:**

OWNERSHIP: HCA is a New Hampshire based Limited Liability Company and the sole shareholder is Ralph DelVecchio.

CORPORATE OFFICERS: FACULTY: ADVISORY BOARD:

Manager/Member..........…..Ralph DelVecchio School Director......................Ralph DelVecchio Stephen DelVecchio

Training Director…………....Ralph DelVecchio

Office Manager………….…..Marcia Luba

Instructor………………….... William Devine

Instructor…………………….Rick Wood

Instructor…………………….Nathaniel Sharman

Instructor…………………….Chad Guthrie

1. **FACILITIES AND EQUIPMENT**:

The school campus located at 5 Industrial Dr., Brentwood, NH consists of over ten acres of training grounds that includes field practice area, building, and parking. The primary building has 10,000 square feet of usable space consisting of administrative offices, and classrooms. The excavation industry training programs utilizes a variety of equipment including skid steers, tractor/loader/backhoes, bulldozers, excavators, loaders, compactors, motor graders, and dump trucks for equipment operation/field instruction, and also utilizes a laser level and builder's level for grade analysis training.

1. **ADMISSION REQUIREMENTS & PROCEDURES:**

ADMISSION REQUIREMENTS:

The school does not deny admission to anyone based on race, creed, color, gender, religion or national origin. To qualify for enrollment, applicants must have a valid/current picture ID, must have a GED or the equivalent, must be able to read and write the English language at a minimum of an 8th grade level, as well as being proficient in Math at the minimum of an 8th grade level, and be at least 18 years of age. The following may disqualify an applicant: a. Any history of seizures.

* 1. Being on medication that may interfere with one’s ability to operate equipment.
  2. Felony convictions

Applicants who do not meet these qualifications, but have verified employment opportunities upon graduation***,*** should submit documentation to this effect along with their Enrollment Application.

ADMISSIONS PROCEDURES: Applicants must submit a completed Enrollment Application to the School to apply for enrollment. Applicants may apply for enrollment at any time prior to the class starting date.

PHYSICAL REQUIREMENTS: The School does not discriminate based on mental or physical handicaps. However, students must be physically capable of getting up and down on a piece of equipment frequently and on a daily basis, in order to successfully complete the program. The School encourages all students who may have a concern regarding a physical or mental issue to visit the School and allow the School to evaluate individual circumstances. The School will allow a student to attend a portion of the training on a trial basis (up to three days) without being obligated for tuition charges.

1. **CURRICULUM DESCRIPTIONS:**

**Heavy Equipment Operations**

|  |  |
| --- | --- |
| Program of Study: | **Heavy Equipment Operations**  Clock Hours:  **240** |
| Objective: | To provide the fundamental skills and knowledge necessary to obtain employment in the excavation industry as an entry level loader, articulating truck, backhoe, excavator, or bulldozer operator. |
| Weeks to Complete: | **Full Time - 6 Weeks** Days of the week offered: **Full Time - MTWTHF** |
| Hours: | **Monday-Thursday 7:00am-4:30pm, Friday 7:00am to 11:30am** |
| Cost of Program: | **Tuition: $19,100.00** |

**Additional Fees: $200 (**for PPE: Hardhat, Safety Vest, Safety Glasses, and other supplies)

**All students are required to bring with them seasonally appropriate field work boots. Sneakers are not allowed in the field, but may be worn in the classrooms. Open toed shoes are not allowed anywhere on campus at any time. All work boots must at minimum cover the ankle.**

**All programs classroom instruction, field instructions, and filed practice clock hours may vary based on weather conditions.**

1. **CURRICULUM OUTLINES:**

# Heavy Equipment Operations Weeks 1-3

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CLASSROOM INSTRUCTION HR** | |  | **FIELD INSTRUCTION HR** | |  | **FIELD PRACTICE HR** |
| 1. Orientation |  |  | 1. Loader | 1 |  | 1. Loader 25 |
| 2. Heavy Equipment Safety | 6 |  | 2. Skid Steer | 1 |  | 2. Skid Steer 16 |
| 3. Equipment Identification | 6 |  | 3. Backhoes | 1 |  | 3. Backhoes 25 |
| 4. Backhoes | 5 |  | 4. Dump Trucks | 1 |  | 4. Dump Trucks 16 |
| 5. Grades I | 6 |  | 5. Intro to Laser II | 1 |  |  |
| 1. Blueprint | 6 |  |  |  |  |  |
| 1. Wheel loaders | 4 |  |  |  |  |  |

# Heavy Equipment Operations Weeks 4-6

**CLASSROOM INSTRUCTION HR FIELD INSTRUCTION HR FIELD PRACTICE** **HR**

1. Grades II 5 1. Dozers 1 1. Dozers39
2. Intro to Earth Moving 5 2. Excavator 1 2. Excavator 39

3. Excavation Math 5 3. Roller 1 3. Rollers 1

1. Bulldozers 5 4. Motor Grader 1 4. Motor Grader 1
2. Excavators 5 5. Intro to Laser II 1
3. Motor Grader 5
4. Roller 5

Weeks 4 through 6 hours may vary depended on Career Service participation.

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1. **ACADEMIC CALENDAR:**

Honored Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day. For starting and ending dates for each program of study, please see attached addendums.

1. **STUDENT ACCESS TO FILE INFORMATION:**

Students are allowed access to the student files at any time during regular business hours. Graduates may also request copies of any information in their student files at any time by sending written notice to the school describing their request. If a graduate is requesting a replacement Certificate, or Graduate I.D. Card, there will be a cost of $50 for each item/ $100 for both items. The school will provide the requested item(s) within 30 days of receipt of payment.

1. **STUDENT INFORMATION RELEASE POLICY:**

The School will not release any student file information without the student’s written permission. The school does release certain information regarding a student’s attendance, grades, completion status, and personal data to employers if the student has requested career services. The School questions each student in writing as to whether or not they are requesting career services assistance.

1. **TRAINING DESCRIPTION & SCHEDULES:**

The training program consists of classroom instruction and field instruction/practice. Field training is generally structured one student per piece of equipment. Maximum student to instructor ratios is as follows: Classroom Instruction - 30:1 and field instruction - 25:1. The normal training day runs approximately nine hours with a lunch break. Variations in training schedules may occur due to major holidays (Section H), weather conditions or other unforeseen circumstance, however, missed training is made up by lengthening the daily schedule or scheduling an additional day.

1. **TUITION, FEES & PAYMENT METHOD:**

* + 1. HEAVY EQUIPMENT OPERATIONS  $19,100

*Tuition Includes: Classroom and Field Instruction Costs, Machine Operation Cost, Machine Maintenance Cost*   *(Tuition does not include motel costs, food or transportation)*

MANDATORY FEES $200.00

*(All students are required to pay these costs even if they bring their own items)*

Hardhat

Safety Vest

Safety Glasses

Ear Plugs

*(Fees do not include motel costs, food or transportation)*

* + 1. Other fees that are not mandatory that students may accrue:

Unscheduled transportation if student misses the shuttle provided

Any baggage fees associated with travel

Any change fees associated with changing travel plans

**HCA provides hotel, airfare and most lunches. Hotel, airfare and food are not included in the cost of tuition and fees**. **If a student does not graduate, the student is responsible for their return drive/flight home as well as their travel to the airport.**

Lunch is provided by Heavy Construction Academy to all students on days whenever a full class day is in session. All travel and lodging arrangements will be provided by the school for students.

Hotel and travel expenses are not included in tuition and fees. HCA provides round-trip travel accommodations to the academy for students who choose,

* 1. For personal vehicle transportation, HCA will provide reimbursement for mileage at $0.35 per mile not to exceed $500 round trip. Mileage will be calculated using online navigation via the quickest route available from their home address on record to the hotel site approved by HCA. **If a student does not graduate, the student is responsible for their expenses for their travel home.**

* 1. For air, bus, or train transportation, HCA will provide payment of the cost of a one way fare and the return fare upon graduation.. HCA will not cover any baggage fees or transportation upgrades. Students must provide their own transportation to and from the originating departure airport. The academy will provide shuttle to and from Boston (BOS) airports.

Any travel arrangements outside of this description must be discussed and agreed upon by Heavy Construction Academy and the student. Final determination of travel arrangements will be approved by the HCA Financial Services Department.

***\*All travel arrangements are made through the Financial Services Department after a student is fully accepted into the program. Once a student has been fully accepted the Financial Services Department will contact the student to start the travel arrangement process.***

1. **SATISFACTORY ACADEMIC PROGRESS:**

A student must maintain satisfactory academic progress (SAP) in order to remain in training. SAP is cumulative in that it includes all periods of attendance. SAP is applied to all students equally whether full or part time. In order to comply with the school's policy SAP, the student must:

1. Attend all scheduled classes (maximum of 2 missed days).
2. Complete all class assignments.
3. Complete his/her program within the maximum time allowed.
4. Successfully pass/complete all written and performance examinations.

**Satisfactory Progress Period:** Progress is measured at the end of each week of training.

**Incomplete Grades:** The student has a maximum of 30 days to complete an incomplete grade.

**Course Withdrawals:** A grade of W (withdrawn) will not be considered as course work successfully completed but will be counted as course work attempted.

**Course Repetitions:** Students may repeat modules in which they have been unsuccessful in passing the exam(s). Course Repetitions must be completed within 30 calendar days of last day of the course work that is being repeated.

**Failure To Meet SAP Standards:** If a student fails to meet the SAP standards, he/she will be advised of this in writing by the Training Director. SAP notifications are given to the student personally or sent by U.S. Mail. After the two weeks of unsatisfactory progress a student will be put on probation (Section O).

**Appeals:** Re-admission after termination for failing to meet SAP standards may be granted to an individual if a written appeal is made to the Training Director and the individual substantiates that mitigating circumstances were involved and corrective measures have been taken to prevent a re-occurrence. Appeals must be made within ten days of the date of SAP notification. Answers to appeals will be made by the School within ten days after School receipt of the notification of appeal.

**Reinstatement:** Students who have been dismissed for lack of SAP may apply to be re-admitted after a waiting period of three weeks. Such students will be re-admitted under a probation status (Section O).

**Transferred or Re-admitted Students’ Maximum Time Frame:** Transferred or re-admitted students will be allowed a maximum time frame of 150% of the portion of the program remaining at the point re-entry.

1. **GRADING SYSTEM & GRADUATION REQUIREMENTS**:

GRADING SYSTEM: The School’s curricula are formatted in subject modules. Each module includes a written exam, some include performance objectives. Students must achieve an accuracy of least 70% for the written exams and performance objectives in order to successfully complete the module. Modules are graded only on a Pass/Fail basis and there is no letter grade awarded.

Students are allowed to re-take an exam no more than two times. Should the student fail the second retest, the student will be required to repeat the classroom or fieldwork for that module. Upon repeating the classroom or field instruction, the student will be given two more opportunities for retest. Should the student fail after this, the student will have failed that module.

GRADUATION REQUIREMENTS: Students must successfully complete all course modules in order to graduate. Upon successfully completing all of the required course work, attending all required classes, and upon satisfying all of the School’s financial requirements, graduates will be awarded a certificate.

1. **ATTENDANCE, PROBATION, RULES & CONDUCT, TERMINATION** **& COMPLAINT PROCEDURE:**

ATTENDANCE:

A student's attendance while in training is extremely important. Classes that are missed can be detrimental to a student’s progress. In addition, employment potential may be seriously hampered by a student's poor attendance record. Many employers evaluate a student's attendance while in training prior to making a decision to hire.

1. **Absenteeism:** Absenteeism will affect the student's standing negatively. A student will be terminated for excessive absenteeism. Over 2 days of absence during the six-week period is considered excessive. Due to the required classroom and field time for the course, the School does not differentiate between excused or unexcused absences, unless so deemed at the sole discretion of the School President. If a student’s absenteeism is problematic, but not yet excessive, disciplinary action will occur. Disciplinary action will include one or more of the following:

* 1. The student is put on probation.
  2. The student may have to make up missed classes.
  3. The student is re-scheduled into a future class.
  4. The student is terminated from training.

1. **Tardiness:** Tardiness is defined as any student arriving for class after the designated start time.

1. **Leave of Absence:** Students will be allowed one leave of absence during their program. Students may resume their training within one calendar year, at the beginning of the training level last attended. Additional leaves of absence will be denied unless the leave is for health reasons, which must be verified in writing by a certified physician. All leaves of absence requests must be submitted in writing and then approved by the Training Director.

1. **Make Up Work:** Students are allowed to make up course work if approved by the Training Director. Make up work must be completed within 30 calendar days of last day of the course work that was missed. Grades given for make-up work will be the same as grades given for regular work.

PROBATION:

Students who fail to meet SAP standards or attendance standards as set forth above will be placed on probation for a period of two weeks.

Students on probation must show satisfactory progress by the end of the probation period or they will be terminated from training. Students placed on probation must sign an Unsatisfactory Progress/Probation Form.

RULES & CONDUCT:

To maintain order and efficiency during training the school requires all students to abide by the rules. Any of the following will be cause for disciplinary action up to and including immediate dismissal of the student:

1. Being under the influence of intoxicating drugs or alcohol. e. Insubordination (failure to comply with the
2. Bringing drugs or alcohol onto the school property instructions of instructor or school employee.)
3. Any unauthorized starting or operating of a school vehicle. f. Illegal acts on or off school property, while in training.
4. Violating any industry safety code. g. Fighting, vulgarity.

TERMINATION:

Students can be terminated for unsatisfactory progress, unsatisfactory attendance and/or breaking any school rules or conduct policies. Students may appeal the termination with the school director based upon extenuating circumstances.

COMPLAINT PROCEDURE:

Student grievances must be submitted in writing. Grievances related directly to training must be submitted to the Training Director. Any grievance remaining unresolved after being handled by the Training Director can be submitted to the School Director. Non-training related grievances must be submitted to the School Director. The Training Director and/or School Director will make every reasonable effort to resolve a grievance to the satisfaction of the student. Answers to grievances will be given no more than ten days after submission of grievance. Complainants may also contact the school’s state licensing agency: State of New Hampshire, Division of Higher Education, Career School Licensing, 101 Pleasant Street, Concord, NH 03301, 603-271-8508.

**P. STUDENT SERVICES**:

1. **Academic Advising:**

The student services staff will provide all students with academic advice on satisfactory progress and probationary policies. Students will have the opportunity to meet with and discuss their academic situation with the student services staff member and receive advice on corrective actions.

1. **Career Services:**

The school's Career Services Department is available to assist students/graduates with finding employment. The school does not guarantee any of its students/graduates that they will become employed as a result of the training. Below are the different aspects of the school's service:

* 1. The school will help the student make contacts with prospective employers.
  2. Career Services refers student/graduates of the school to potential employers who may or may not have immediate openings. It must be clearly understood that these referrals do not constitute offers of employment.

1. **COLLECTION PROCEDURES**

**See Section U**. **DEFAULT PREVENTION**

1. **DRUG & ALCOHOL PREVENTION/AWARENESS**

The School prohibits the unlawful possession, use or distribution of illegal drugs or alcohol by students on school property, in student housing, or as any part of the school's activities. If a student of the school conducts themselves in a manner contrary to the above, they may be reported to the authorities and could face possible termination from training. Abuse of illegal drugs or alcohol can expose you to certain legal sanctions and many health risks. If you need assistance with a drug or alcohol problem, you may ask the Training Director for a listing of local agencies who may be able to help you with a drug or alcohol abuse problem. In addition, you may wish to refer to the Yellow Pages of a local telephone book under Hospitals-Drug and Alcohol Assistance.

1. **STUDENTS REFUND AND CANCELLATION PRIVILEGES (BUYERS RIGHT TO CANCEL)**

**STUDENT'S REFUND AND CANCELLATION POLICY**

A. GENERAL INFORMATION AND PROCEDURES TO BE FOLLOWED: Except for cancellation prior to the first class day, the school will make refunds within 30 calendar days after receipt of written refund request. A student shall be deemed to have provided constructive notice of an intention to withdraw if the student misses more than 2 days without providing, prior to or during that period, an explanation to the School regarding absences. If student is entitled to a refund, a request for refund must be submitted in writing within 90 days. All notices must be sent to: Ralph DelVecchio, School Director, Heavy Construction Academy, 5 Industrial Drive, Brentwood, NH 03833.

1. If an applicant’s application of enrollment is rejected, or if for any reason a student withdraws or is dismissed by the School **prior to** **the first day of** attending school, all monies will be refunded to the student. Refunds for cancellation will be made within ten days of the date of cancellation.
2. If for any reason a student withdraws or is dismissed by the School after attending the first day, the student is entitled to a pro-rata refund (except as noted below) as follows: The number of days completed by the student or date of drop or termination, which is either the date notified by the student or the date the student exceeds the allowable missed time. The student will be charged tuition at a rate of $636.67 per day plus the $200.00 mandatory PPE fees times the number of days. The refund will be the difference between tuition paid and prorated tuition owed. Please note that the mandatory PPE fees of $200.00 are non-refundable and are not included in the $636.67 per day refund rate.
3. If a student is dismissed from the school or hotel due to disciplinary actions, no refund will be issued regardless of how the tuition was funded.

\* If tuition has been funded by a 3rd party, refunds will only be issued directly to the 3rd party. It is still the student’s responsibility to request the refund, and provide all debt letters/documentation, required to facilitate refund.

\*\*All refunds shall be paid within 30 days upon written notification from a student of cancellation or withdrawal

\*\*\*Students receiving benefits from federal programs shall be subject to federal refund policies, rules and regulations

\*\*\*\*If a student’s tuition has been paid through a federal program, the school will refund the unused portion of prepaid tuition in a pro rata manner in accordance with 38 CFR 21.4255 and 38 CFR 21.4254(c) (13).

**T. GRADUATE FOLLOW-UP & CURRICULUM UPDATING:**

GRADUATE FOLLOW-UP

The School uses the following procedures to follow-up on graduates:

1. Graduate Survey: The School sends monthly employment surveys to all graduates to determine their employment status. The surveys are sent starting at 60 days following graduation.
2. Employer Survey: The School sends surveys to the employers who may have hired graduates of the school’s programs. This survey asks the employer if they have hired graduates of the program. The survey also queries the employer for information regarding labor needs and future referrals.

CURRICULUM UPDATING:

The School monitors the effectiveness of the curriculum with the following procedures:

1. Industry feedback: As indicated previously, the school surveys employers to whom we have referred graduates to solicit feedback as to whether the training is effective and up to date.
2. Student Critique: The School requires each student to complete a Student Critique upon completing the course, which solicits feedback from the student as to whether the training was effective and what changes/improvements could be recommended.
3. Graduate Survey: The School surveys all graduates to determine their employment status. As responses and information from the above sources becomes available and is analyzed, the school uses this information to make decisions on curriculum improvements and updates.

**U. DEFAULT PREVENTION**

REQUIRED COLLECTION LETTERS AND CALLS

Collection Letters will be sent whether or not Borrower(s) contact has been made until the account becomes current or defaults.

Skip tracing methods must be used when warranted.

At a minimum, the following call and letter campaign should be used if no Borrower or Cosigner arrangements have been made. Multiple attempts on the same day will count as one attempt.

One contact is defined as actually speaking to either the Borrower or Cosigner once or more during a single day.

Collections Activities:

|  |  |  |  |
| --- | --- | --- | --- |
| Range | Initial Trigger |  | Activities |
| 1-30 Days | 6 to 9 Days |  | Written= 1 Letter |
|  |  |  | Telephone= 2 Contacts or 3 Attempts |
| 31-60 Days | 31 to 33 Days |  | Written= 2 Letters  Telephone= 2 Contacts or 4 Attempts (Until resolved)  Past Due Notice on Statement |
| 61-90 Days | 61 to 65 Days |  | Written= 2 Letters  Telephone= 2 Contacts or 4 Attempts (Until Resolved)  Past Due Notice on Statement |
| 91 -120 Days | 91-95 Days |  | Written= 2 Letters  Telephone= 2 Contacts or 4 Attempts (Until Resolved) |
| 150 Days | 150 |  | Demand Letter |
| 180 Days | 180 |  | Default |
| Claim Activity | As per |  | Claim Filed by Supervisor |
| Notes: | Requirements |  |  |

* A “Contact” is defined as speaking with the borrower or the party (co-signer, reference, etc.) as defined within the requirements. An “Attempt” is an effort made to contact the borrower and includes leaving a message.
* If the telephone number of record = a foreign number and the Servicer is not able to call (economically or technically) then written correspondence will be increase by one (1) per Range.

CREDIT BUREAU REPORTING

Servicer shall report the Borrower and Cosigner to at least (1) national credit reporting agencies on a monthly basis. Reporting will occur on the last day of each calendar month. Delinquency reporting will begin once the Borrower is at least 60 days delinquent. At that point, both the 30 day and 60 day delinquency will be reported.

Servicer shall continue to report account delinquency until the loan is brought current.

# Calendars

The following pages show the class calendars for all programs.

|  |  |  |  |
| --- | --- | --- | --- |
| Start Date | Grad Date | Name | Duration |
| 01/09/2023 | 02/17/2023 | Heavy Equipment Operations | 6 Weeks |
| 01/30/2023 | 03/10/2023 | Heavy Equipment Operations | 6 Weeks |
| 02/20/2023 | 03/31/2023 | Heavy Equipment Operations | 6 Weeks |
| 03/13/2023 | 04/21/2023 | Heavy Equipment Operations | 6 Weeks |
| 04/03/2023 | 05/12/2023 | Heavy Equipment Operations | 6 Weeks |
| 04/24/2023 | 06/02/2023 | Heavy Equipment Operations | 6 Weeks |
| 05/15/2023 | 06/23/2023 | Heavy Equipment Operations | 6 Weeks |
| 06/05/2023 | 07/14/2023 | Heavy Equipment Operations | 6 Weeks |
| 06/26/2023 | 08/04/2023 | Heavy Equipment Operations | 6 Weeks |
| 07/17/2023 | 08/25/2023 | Heavy Equipment Operations | 6 Weeks |
| 08/07/2023 | 09/15/2023 | Heavy Equipment Operations | 6 Weeks |
| 08/28/2023 | 10/06/2023 | Heavy Equipment Operations | 6 Weeks |
| 09/18/2023 | 10/27/2023 | Heavy Equipment Operations | 6 Weeks |
| 10/09/2023 | 11/17/2023 | Heavy Equipment Operations | 6 Weeks |
| 10/30/2023 | 12/08/2023 | Heavy Equipment Operations | 6 Weeks |
| 11/20/2023 | 01/05/2024 | Heavy Equipment Operations | 6 Weeks |
| 12/11/2023 | 01/26/20240 | Heavy Equipment Operations | 6 Weeks |
|  |  |  |  |