



ORION INSTITUTE

ACADEMIC CATALOG

2025/2026

Published Version II and Date of Publication October 1, 2025

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www.oi.edu

OH Reg # 02-03-1626T

Approvals and Accreditations

- Approved by the State Medical Board of Ohio
- Registered by the Ohio State Board of Career Colleges and Schools (OSBCCS)
- An accredited member of the Accrediting Commission of Career Schools and Colleges (ACCSC)
- Approved by the State Approving Agency for Veteran's benefits
- Approved by the Bureau of Vocational Rehabilitation
- Accredited by The Better Business Bureau
- Registered with the National Certification Board for Therapeutic Massage and Bodywork
- A member of American Massage Therapy Association Council of Schools (AMTA)
- A member of Associated Bodywork and Massage Professionals
- A member of the Ohio Council of Massage Therapy Schools
- A member of Ohio and Michigan Association of Career Colleges and Schools

DISCLAIMER

This catalog does not constitute a contract between the Institute and student. The contents in this catalog are subject to change without notice. The Institute reserves the right to change requirements, policies, procedures, regulations, and fees at any time. Students are responsible for understanding and complying with policies in effect at the current time. Any policy change will be on file at the Institute. No portion of this catalog may be reproduced without written permission.

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MISSION STATEMENT

Orion Institute (*Orion*) provides outstanding training and education in the fields of Massage Therapy and Allied Health in an academic environment which nourishes professional, academic and personal growth. Students are prepared for entry level employment through classroom, field, and online experiences. Orion Institute believes in the value of life-long learning as evidenced by offering continuing education for graduates, staff, faculty, and industry professionals through curricula which meets ever changing employer demands.

PHILOSOPHY

The Institute seeks individuals who are entirely committed to the programs we offer. We strive to teach a well-balanced curriculum preparing students for medical licensure and provide the skills necessary for the practice of massage therapy field. In addition, the Institute maintains a positive environment which encourages the development of others. Students are expected to uphold professional standards, ethics, and integrity. We believe in order to succeed in massage therapy or allied health, one must not only possess the knowledge and skills, but also be dedicated to the profession and the concept of helping others.

HISTORY

Orion Institute has a long history offering massage therapy and other alternative health classes to the community and employers throughout the Midwest. Orion was founded in fall of 1997 by Jodi Romaker, offering Massage Therapy instruction, continuing education classes, massage therapy services, and related products in its Body Therapy store. The school has since expanded to provide additional space for classrooms, offices, and student resources. In the summer of 2014, School Management determined, through research and discussions with various community members and local employers, there was a need to increase its programmatic offerings in both related and non-related areas, such as Allied Health programs. Internal research led school management to expand the mission and consider a new school name representing this growing, multi-faceted institution.

In late 2015, Healing Arts Institute changed its name to Orion Institute. School Management, community partners, and local employers met and reached consensus on this new name. Everyone felt Orion Institute better represented the growing institution's image and vision for expanded programmatic offerings. As evidence of this evolution, in early 2016, a Medical Massage Therapy program was approved and introduced to meet employer demand.

FACILITIES

Orion Institute's facilities include lecture and clinic classrooms, administrative offices, a retail store, a reception area, student lounge, faculty office, learning resource center, private rooms for practitioners, laundry area, and storage room. Within the facility there are four large classrooms (including a massage classroom with massage tables) and two private rooms with massage tables, relaxing music using Bose stereo sound equipment, and adjustable lighting. Orion Institute is proud of its ability to offer small class sizes at a maximum of 30 students. Evening classes are usually smaller. The school is equipped with massage tables, massage chairs, hydrocollators, overhead projectors, learning videos, video viewing equipment (videos are projected onto a large screen), bones, skeletons, plastic models of internal organs, muscle models, and supplies such as oils and linens. Several areas of the school are equipped with full-spectrum lighting. The school provides ample free parking.

HOUSING

Although Orion Institute does not provide or guarantee housing, there are rental facilities nearby, some of which may be within walking distance of the campus. While the school has no affiliations with or makes no recommendations regarding housing, a list of local apartment rentals may be obtained from the reception desk.

ADMISSIONS REQUIREMENTS AND PROCEDURES

Orion Institute admits academically qualified students without regard to sex, age, race, national origin, or disability. Applicants 18 years of age or older are eligible to enroll at Orion Institute. Applicants under the age of 18 may enroll with the consent of a parent or legal guardian. Persons interested in obtaining information about Orion Institute and its program offerings should contact the campus to speak with an Admissions Representative. Admissions Representatives will provide general information about Orion Institute for the prospective student and schedule an admissions interview.

A prospective student interested in applying to Orion Institute must first participate in an interview with an Admissions Representative. During the interview, the Admissions Representatives will discuss admissions requirements. Additionally, the Admissions Representative will review educational options, program information, career opportunities, student services and support, educational costs, conduct a tour of the facilities, and have available disclosure information as required by Federal, State, and Accrediting Agencies.

To participate in an online class, the student should have knowledge of and be able to: • Log on to an Internet Service Provider (ISP) and use the World Wide Web to locate information. • Send and receive emails and attachments. • Set up audio and video capability with a computer using a USB headset and Webcam. • Use word-processing programs such as Microsoft Word®. • Download, save, and browse files. As an added precaution, the school recommends students have access to a spare computer and alternative Internet access in case of severe technical issues incurred by viruses, hardware failure, etc. It is also advisable to regularly back up computer systems to an external drive.

All Applications for Consideration will be accompanied by an Admission Representative's recommendation* to the Admissions Committee outlining the applicant's strengths and potential challenges related to their ability to complete the program and be eligible for post-graduation employability.

The following admissions requirements will be reviewed by the admissions department:

Proof of graduation – Applicants must provide documentation of high school graduation or its equivalent. All documentation must be in English. Admissions documentation for students from foreign countries must be translated and certified to be at least equivalent to a U.S. high school diploma. A list of recognized and accepted translators can be found here: <https://naces.org/members/>

Satisfactory documentation includes, but is not limited to:

- a. Copy of the high school diploma or equivalent, such as a General Equivalency Diploma (GED);
- b. Copy of an high school or college transcript indicating high school graduation status;
- c. Copy of a letter indicating graduation status and graduation date from an approved school or state official.

Under extenuating circumstances, if a High School transcript cannot be obtained in cases such as a school closing, damaged files due to disaster, or aged or lost files, an official letter stating graduation from High School written from the Department of Education in the applicable state (if such documentation is available) may be acceptable as verification of High School Graduation.

All courses are taught in English; therefore, applicants must be able to speak, read, write, and understand English. Applicants for whom English is a second language may be required to demonstrate English communication skills by way of the (TOFEL) Test as documentation of their ability to read, write, and understand the English Language.

The prospective students' ability to meet the requirements above will determine acceptance, conditional acceptance, or denial to Orion Institute as defined below:

- a. Accepted: Applicants who meet all of the admissions requirements.
- b. Conditional Acceptance: Applicants who meet some but not all of the admission requirements.
- c. Denial: Applicants who fail to meet all of the admissions requirements by their scheduled start. Students who are denied admissions may re-apply to subsequent starts by meeting all admissions requirements.

To be eligible for enrollment, the applicant must meet all admissions requirements and complete all admission documents before the add/drop period, 3 weeks post start date.

ADMISSION OF DISABLED INDIVIDUALS

Orion Institute has an institutional commitment to provide equal educational opportunities for qualified students with disabilities in accordance with state and federal laws and regulations, including the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Qualified students should make their admissions representative aware of any needed accommodations. For more information about Orion's ADA policy, please refer to the student handbook.

STUDENT SUPPORT SERVICES

Body Therapy Store

The Body Therapy Store carries all required materials, books, and supplies for students as well as a variety of products related to health, relaxation, fitness, massage, the spa industry, and bodywork for the community at large. Although the Body Therapy Store carries a large assortment of items, if a student requires an item which is not in stock, the store can special order most items. Many of these products can be purchased online through the Orion Institute website and new products will continue to be added.

Student Services Advising

If a student is having problems that may be impeding his/her progress and needs someone to talk to, the Staff and faculty are available to assist as advocates, helping discover resources and connecting students with referrals. Orion Institute students are able to visit the campus during normal business hours to take advantage of the variety of support services and referral resources available.

Referral resources may include: housing assistance, childcare, transportation, part-time job assistance, life skills, budget, and personal financial planning skills and include traditional support services such as financial and academic advising.

Students enrolled in distance education courses may seek assistance from staff and faculty via electronic communication such as email, zoom meetings, and chats during normal business hours.

Job Opportunity Board (JOB)

Orion Institute has partnered with E-Hired (<http://www.ehired.edu>) to support our current graduates and all alumni in achieving their career goals. E-Hired is a dedicated career platform designed to help students bridge the gap between education and employment. Whether they are searching for internships, part-time jobs, full-time positions, or career guidance, E-Hired connects them with the right opportunities to launch their professional journey.

Employment Assistance

Career services are provided to assist graduates regardless of their geographic location through online meetings, mock interviewing, and job search techniques, and to current students seeking part time employment and graduates pursuing career opportunities in their field. in obtaining employment in their field of study. Career assistance is available to all Orion Institute graduates. Satisfactory completion of program course work and development of positive personal qualities are the students' first steps in the employment process. Students are responsible for building a portfolio of skills and attributes which enhance their employability. The students' class record, personal characteristics, manners, attitude, and general demeanor will determine the school's evaluation. Students are then notified of opportunities as they arise. Successful graduates will be recommended to prospective employers.

Orion Institute does not guarantee employment or specific wages. However, the School works diligently to provide job leads, refer graduates to interviews, and hosts on-campus interviews and job fairs.

Learning Resource Center (LRC)

Orion Institute's LRC includes books, reference materials, videos, video viewing equipment, magazines, and computers with Internet access. Books can be checked out at the front desk for a period of two weeks. Reference books may be used only on school grounds.

Each student receives access to **Aquinas Online Library**, the Library and Information Resources Network (<https://aquinasnetwork.com/online-library/>), which is customized to meet the needs of individual institutions. Aquinas includes scientific articles, dictionary, media, news, patent, and job opportunities to assist students on their educational journey. Aquinas allows a search by topic option such as health, administration, technology, marketing, and marine life. Information on how to access Aquinas is posted in classrooms, the LRC, and is covered by instructors.

Student Lounge

The student lounge is open during regular school hours for student use. It is equipped with a refrigerator, microwave ovens, vending machines, a toaster, coffee makers, a sink, tables, and chairs.

Student Academic Advising

Students are encouraged to speak with their instructors, the Program Lead, or the School Director if they are experiencing any problems or have any questions throughout the program. The Director of Education or Program Lead will provide academic advising at mid-term to any student with grades below 70%.

Tutoring

The online portions of classes are held via Zoom which allows instructors to pull students who are desiring academic assistance into breakout rooms for one-on-one instruction from instructors. Students are eligible for individual tutoring and professional licensure test prep at no additional cost. Please reach out to the Director of Education for assistance.

Campus Security

Orion Institute complies with the Cleary (Campus Security) Act and publishes its Crime Awareness and Campus Security report on its disclosures page on the school's website on October 1st of every year. Orion complies with the Title IX, VAWA/Campus SaVE Act.

Jeanne Clery Disclosure of Campus Security - Crime Awareness Policy

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act is the landmark federal law that requires colleges and universities across the United States to disclose information about crime on and around their campuses.

Because the law is tied to participation in federal student financial aid programs, it applies to most institutions of higher education - both public and private. It is enforced by the US Department of Education.

The "Clery Act" is named in memory of 19-year-old Lehigh University freshman Jeanne Ann Clery who was assaulted and murdered while asleep in her residence hall room on April 5, 1986. Jeanne's parents, Connie and Howard, discovered that students hadn't been told about 38 violent crimes on the Lehigh campus in the three years before her murder. They joined with other campus crime victims and persuaded Congress to enact this law, which was originally known as the "Crime Awareness and Campus Security Act of 1990".

The law was amended in 1992 to add a requirement that schools afford the victims of campus sexual assault certain basic rights, and was amended again in 1998 to add more reporting requirements. The 1998 amendments also formally named the law in memory of Jeanne Clery

To read the full disclosure, please visit:

<https://oi.edu/wp-content/uploads/2023/10/2023-Annual-Campus-Security-Report-OI.pdf>

To Report a Crime

All persons are strongly encouraged to report crime to either the police or Orion Institute in a timely and accurate manner. Contact Perrysburg Police at (419) 874-4321 (non-emergencies), dial 9-1-1 (emergencies only). Any suspicious activity or person seen in the parking lot or loitering around vehicles or inside building should be reported to Orion Institute personnel.

Confidential Reporting Procedures

Orion Institute is unable to promise confidentiality to those who report crimes to anyone except counselors or, under certain circumstances, to a physician or nurse or a hospital.

Reports that are confidential by law will not be reported for inclusion in the annual crime statistics report.

Crime Reporting (Limited Voluntary Confidential)

Orion Institute encourages anyone who is the victim or witness to any crime to promptly report the incident to the Perrysburg Police Department as soon as possible (Orion Institute does not maintain campus police). Because police reports are public records, the Perrysburg Police Department cannot hold reports of crime in confidence. Confidential reports for purposes of inclusion in the annual disclosure of crime statistics can generally be made to any Orion Institute personnel.

If you see a crime or suspicious activity occurring on campus and you would like to anonymously report it, please fill out the Silent Witness Form, in the Student Services office or Campus Director's Office. Please fill in as much information as possible.

General Procedures for Reporting a Crime or Emergency

Crimes and emergencies that take place on Orion Institute property, including the parking lot, should also be reported to any Orion Institute personnel. Front desk staff will take crime and emergency reports. Orion Institute personnel do not have enforcement authority in cases of crimes.

Crimes should be reported to Orion Institute to ensure inclusion in the annual crime statistics and to aid in providing timely warning notices to the community, when appropriate.

Orion Institute does not have a MOU (memorandum of understanding) with any law enforcement agency.

Implementation of Title IX, VAWA/Campus SaVE Act, and Related Sex Discrimination, Sexual Harassment and Sexual Violence Legislation

Title IX of the Education Amendments Act of 1972 prohibits discrimination on the basis of sex in any education program or activity operated by a recipient that receives federal financial assistance.

As an educational institution subject to Title IX, Orion Institute¹ has adopted this Title IX Non-Discrimination & Grievance Process Policy (the “Policy”).² As set forth in detail herein, Orion Institute:

- Does not discriminate on the basis of sex, including in admissions and employment, and is committed to providing an educational and workplace environment that is free from sex-based discrimination, harassment, and retaliation;
- Prohibits discrimination on the basis of sex in its educational programs and activities, as required by law;
- Is committed to promoting fairness and equity in all aspects its operations; and
- Values and promotes the equal dignity of all community members and is committed to the pursuit of just resolutions with respect the rights of all parties involved.

This Policy is adopted to prevent discrimination prohibited under Title IX and provide a prompt, fair, and impartial process to address complaints of alleged discrimination based on sex.

Inquiries about this Policy or the application of Title IX may be referred to Orion Institute’s Title IX Coordinator, the Assistant Secretary of the Department of Education’s Office for Civil Rights, or both.

Responsibilities of the Title IX Coordinator

The Title IX Coordinator oversees implementation and enforcement of this Policy, which includes primary responsibility for coordinating the School’s efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent discrimination, harassment, and retaliation prohibited under this policy.

The School's Title IX Coordinator is identified below and may be contacted with questions about this Policy, to file a report or formal complaint, or to otherwise assist individuals in ensuring equal access to the School's educational programs or activities in compliance with Title IX.

Title IX Coordinator: Jennifer Williams
340 Three Meadows Drive
Tel.: (419) 874-4496
Email: jwilliams@oi.edu
Web: www.oi.edu

¹ Orion Institute may be referred to interchangeably as the "School" throughout this Policy.

² All capitalized terms not defined within this Policy are defined in Appendix A.

Individuals may also contact the U.S. Department of Education's Office for Civil Rights with Title IX questions. *(Please note that inquiries to OCR alone are not sufficient to allow appropriate responsive action by the School. To ensure your concern is appropriately addressed under this Policy, please file a report with the School's Title IX Coordinator).*

Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: <http://www.ed.gov/ocr>

How to Make a Report or Formal Complaint of an Alleged Title IX Violation

Any person may report alleged sex discrimination, sexual harassment, or retaliation to the Title IX Coordinator, irrespective of whether the reporting person is the alleged victim of such conduct. A report is differentiated from a Formal Complaint ("Complaint"), which is a document filed/signed by the Complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the School investigate the allegation(s) and implement the School's Grievance Process. A report or complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail at any time (including during non-business hours), using the contact information in the section immediately above or as described below:

- 1) To the Title IX Coordinator
- 2) Online via the reporting form available on page 24 of the link to our website:
https://oi.edu/wp-content/uploads/2025/09/2025_Annual-Campus-Security-Report.pdf
- 3) By telephone 419-874-4496.
- 4) To the Campus Director if the Title IX Coordinator is not available.

After Making a Report or Formal Complaint

Upon receipt of a report or Complaint, the Title IX Coordinator shall undertake an initial assessment to determine appropriate next steps as required under this Policy, including making an initial threat assessment to ensure there is no immediate danger to Complainant or the campus community and, if there is, to take appropriate action, which may include emergency removal of Respondent as described below.

The Coordinator shall contact the Complainant to discuss the availability of appropriate supportive measures that may be implemented with input from the Complainant irrespective of, and in addition to, any resolution process including the formal Grievance Process, and will notify Complainant about the right to have an advisor.

If the report has been made without filing a Complaint, the Title IX Coordinator will review the allegations and discuss options with the Complainant, including the option of proceeding with a Complaint. If the Complainant does not want to proceed with a Complaint, the Coordinator may initiate a Complaint if the coordinator determines that a Complaint is warranted.

If the Complainant files a Complaint, or the Title IX Coordinator initiates a Complaint, the matter will proceed as described under the Grievance Process.

After submission of a Complaint and after notifying the Respondent of the Complaint's allegations, the parties will be notified of the availability of informal resolution, as applicable. All parties must voluntarily consent in writing to any informal resolution process. The parties may withdraw such consent at any time and resume the formal Grievance Process.

At all stages of the process, irrespective of any resolution or grievance process which may be implemented, responsive and reasonable supportive measures will be implemented to ensure continued access to the School's educational program or activities.

Emergency Removal of Respondent

The School reserves the right to remove a Respondent from its education program or activities on an emergency basis when the Respondent poses an immediate threat to the health or safety of any student or campus community member. The School will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. If an emergency removal is imposed, the Respondent will be given notice of the removal and the option to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the removal should not be implemented. Emergency removal decisions are not subject to Appeal.

Administrative Leave of Employee Respondent

Respondents that are School employees may be placed on administrative leave during the pendency of a grievance process as determined by the School and the Title IX Coordinator.

Complainant's Decision to Pursue a Complaint

If a Complainant does not wish to be identified, does not wish for an investigation to take place, or does not want a Complaint to be pursued, the Complainant may make such a request to the Title IX Coordinator, who will evaluate the request in light of the duty to ensure campus safety and compliance with state and federal law. The School will comply with the Complainant's wishes unless the Coordinator determines that initiating a Complaint is warranted under the circumstances.

If the Coordinator independently initiates a Complaint, the Complainant may have as much or as little involvement in the process as the Complainant desires. The Complainant retains all rights of a Complainant under this Policy irrespective of participation level. Irrespective of whether a Complaint is filed, the School shall offer supportive measures to ensure Complainant's continued access to the School's educational program and activities. If the Complainant elects not to file a Complaint, the Complaint shall retain the right to file a Complaint later.

Complaint Dismissal

Mandatory Dismissal

The School must dismiss a Complaint if, at any time during the investigation or hearing, it is determined that:

- 1) The conduct alleged in the Complaint does not constitute sexual harassment as defined in under Title IX; and/or
- 2) The conduct did not occur in an educational program or activity controlled by the School (including buildings or property controlled by recognized student organizations); and/or
- 3) The School does not have jurisdiction over the Respondent; and/or
- 4) The conduct did not occur against a person in the United States; and/or
- 5) At the time of filing a Complaint, the Complainant is not participating in or attempting to participate in the education program or activity of the School.

Discretionary Dismissal

The School may dismiss a formal complaint or any allegations therein if at any time during the investigation or hearing:

- 1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Complaint or any allegation therein; or
- 2) The Respondent is no longer enrolled in or employed by the School; or
- 3) Circumstances prevent the School from gathering evidence sufficient to reach a determination as to the Complaint or allegations therein.

Upon any dismissal, the School shall promptly send written notice of the dismissal and its rationale simultaneously to the parties. This dismissal decision is appealable by any party under the procedures for appeal below.

Dismissed Complaints may include conduct that could be considered a potential violation of the School's Student Code of Conduct or Employee Handbook and may be addressed through other applicable, non-Title IX conduct policies and procedures accordingly.

Consolidated Complaints

If a Complaint involves one or more Complaint, Complainant and/or Respondent and allegations arising out of the same set of circumstances, the School may elect to consolidate complaints.

Time Limits on Reporting

There is no time limitation on making a report or Complaint. However, acting on reports or Complaints is significantly impacted by the passage of time and occurrence of other events (including, but not limited to, the rescission or any revision of this Policy), and is at the discretion of the Title IX Coordinator, who may, among other things, document allegations for future reference, offer supportive measures and/or Remedies, and/or engage in informal or formal action, as appropriate. Additionally, if the Respondent is no longer subject to the School's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide Remedies may be more limited or impossible.

Anonymous Report or Complaint

If a Complainant makes a report anonymously, it will be investigated by the School to the extent possible, both to assess the underlying allegation(s) and to determine if supportive measures or Remedies can be provided. Anonymous reports typically limit the School's ability to investigate and respond, depending on what information is shared. In some situations, the Title IX Coordinator may proceed with the issuance of a Formal Complaint even when the Complainant's report has been made anonymously

Confidentiality

The School shall undertake reasonable efforts to preserve the confidentiality of reports and Complaints. The School shall not disclose any report or Complaint except as provided herein and as necessary to effectuate this Policy, or as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99, or as required under applicable law.

Certain professionals have a legal and/or ethical responsibility to maintain communications made in the scope of their professional roles in strict confidence.³ Some of these roles include licensed professional counselors/mental health providers, licensed medical and health care providers, victim advocates, ordained/licensed clergy, licensed attorneys and rape crisis or domestic violence resources. Complainants or Respondents wishing to speak to someone confidentially are encouraged to seek out such resources. Communications with such professionals are considered legally privileged and cannot be revealed without a party's express written consent.

Supportive Measures

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve

In highly limited circumstances, such as when presenting an immediate threat or danger to another, or when subject to a court order, confidential communications may be revealed without the consent of a party. access to the School's education program or activity, including measures designed to protect the safety of all parties or the School's educational environment, and/or deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available upon receipt of a report or a complaint alleging possible sexual harassment. At the time that supportive measures are offered, the School will inform the Complainant, in writing, that they may file a formal complaint with the School either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

The School shall maintain the confidentiality of the supportive measures to the greatest extent reasonably practicable, provided that confidentiality does not impair the School's ability to provide supportive measures or otherwise fulfill its obligations under this Policy. The School will implement measures in a way that does not unreasonably burden the other party.

Supportive measures may include, but are not limited to, counseling referrals, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, referral to medical or healthcare services, referral to community-based services, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Amnesty for Complainants and Witnesses

The School encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the School community that Complainants choose to report misconduct to School officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, the School may offer parties and witnesses amnesty from minor violations of other School policies – such as underage alcohol consumption or personal use of illicit drugs – that may be associated with the incident.

Amnesty is not applicable to more serious allegations, such as physical abuse of another or illicit drug distribution.

Right to an Advisor

The parties have the right to select an advisor of their choice to accompany them to any or all meetings and interviews during the resolution process. There are no limits on who can serve as an advisor; it may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the resolution process. Under Title IX, cross-examination is required during the hearing, and must be conducted by the parties' advisors. If a party selects an advisor of their choice, this advisor must perform cross-examination on their behalf during the hearing, as the parties are not permitted to directly cross-examine each other or any witnesses. If a party does not have an advisor, or the advisor does not appear for a hearing, the School will provide one for the limited purpose of conducting cross-examination on behalf of the party.

An advisor who is also a witness to the allegations in the complaint creates potential for bias and conflict-of-interest. A party who chooses an advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing Decision-maker(s) and may, but will not necessarily, impact the Final Determination.

The School cannot guarantee equal advisory rights, meaning that if one party selects an advisor who is an attorney, but the other party does not select or retain an attorney or cannot afford an attorney, the School is not obligated to provide the other party with an attorney.

Conflict-of-Interest & Bias

Title IX Personnel are trained to ensure they have no conflict of interest and are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally. To raise any concern involving bias, conflict of interest or other misconduct by any Title IX Personnel contact either of the following to report the concern:

Director of Operations: Jennifer Williams

The School will make a good faith effort to complete the resolution process fairly and promptly. Duration of a matter that proceeds through the Formal Grievance Process is determined by many factors including, but not limited to, the cooperation and availability of the parties and witnesses, potential concurrent criminal investigations, and the School closures, among others. The School will avoid all undue delays within its control and will grant reasonable extensions of time, upon written request and showing of good cause, by a party. The School shall provide the parties written notice of delays and/or extensions, including appeal, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

Notifications to Parties

All notifications to the parties noted herein will be made by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official School records, or emailed to the parties' School-issued email or otherwise approved account. Once mailed, e-mailed and/or received in-person, notice will be presumptively delivered Clery Act Reporting

Reports or complaints of sexual assault, domestic violence, dating violence, and/or stalking that pose a serious or continuing threat of bodily harm or danger to members of the campus community may trigger a timely warning obligation by the School under the Clery Act. If a warning is deemed necessary, the School will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

In addition, the School is obligated to report and disclose crimes under the Clery Act, including the crimes of sexual assault, domestic violence, dating violence and stalking as defined in this Policy, for statistical reporting purposes only. Reports of these crimes do not include personally identifiable information and therefore preserves the confidentiality of any involved parties.

Retaliation

The School prohibits retaliation under this Policy. Retaliation may include intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedure. Alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The School will take appropriate action to protect individuals who fear that they may be subjected to retaliation. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy and procedure does not constitute retaliation. Relatedly, a determination of responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

The School's Mandatory Response Obligations

Orion Institute's mandatory response obligations under this Policy arise when Orion Institute has Actual Knowledge of conduct that may constitute sexual discrimination, harassment, or retaliation, as defined herein. Actual Knowledge occurs when the Title IX Coordinator or a School official with authority to implement corrective measures ("OWA")⁴ becomes aware of the potential occurrence of such conduct. Actual notice received by any of these OWAs constitutes Actual Knowledge upon which the School's mandatory response obligations arise under this Policy. Additionally, the School has identified staff and faculty to be Mandated Reporters⁵ who are required under the School's policy to report known or suspected discrimination to the Title IX Coordinator. In these cases, the School must act to stop, remedy and prevent future recurrence of prohibited conduct through application of this Policy.

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⁴ The following have been identified and designated as OWAs: Jennifer Floyd and Jennifer Williams

⁵ The School has identified the following as Mandated Reporters: Active Staff and Faculty who have completed Title IX training.

Notice, Dissemination and Publication of Policy

Title IX requires Orion Institute to notify applicants for admission or employment as well as students, employees, and, if applicable, unions or professional organizations holding collective bargaining of collective agreements with the School, of this Policy. Orion Institute complies with Title IX's notice requirements, including prominently publishing its Non-Discrimination & Grievance Process Policy and contact information for the Title IX Coordinator on its website and in other publications.

I. Sexual Harassment Defined, Jurisdiction & Scope of Policy

Sexual Harassment Defined

For purposes of this Policy and the grievance process, Sexual Harassment has the meaning set forth below. Sexual Harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, gender and/or gender identity of those involved.

Sexual Harassment means:

Conduct on the basis of sex that satisfies one or more of the following:

- 1) Quid Pro Quo:
 - a. A School employee,
 - b. conditions the provision of an aid, benefit, or service of the School,
 - c. on an individual's participation in unwelcome sexual conduct; and/or
- 2) Sexual Harassment:
 - a. unwelcome conduct,
 - b. determined by a reasonable person,
 - c. to be so severe, and
 - d. pervasive, and,
 - e. objectively offensive,
 - f. that it effectively denies a person equal access to the School's education program or activity.
- 3) Sexual assault, defined as:
 - a. Sex Offenses, Forcible:
 - i) Any sexual act directed against another person,
 - ii) without the consent of the Complainant,
 - iii) including instances in which the Complainant is incapable of giving consent.
 - b. Forcible Rape:
 - i) Penetration,
 - ii) no matter how slight,
 - iii) of the vagina or anus with any body part or object, or
 - iv) oral penetration by a sex organ of another person,
 - v) without the consent of the Complainant.

- c. Forcible Sodomy:
 - i) Oral or anal sexual intercourse with another person,
 - ii) forcibly,
 - iii) and/or against that person's will (non-consensually), or
 - iv) not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

- d. Sexual Assault with an Object:
 - i) The use of an object or instrument to penetrate,
 - ii) however slightly,
 - iii) the genital or anal opening of the body of another person,
 - iv) forcibly,
 - v) and/or against that person's will (non-consensually),
 - vi) or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

- e. Forcible Fondling:
 - i) The touching of the private body parts of another person (buttocks, groin, breasts),
 - ii) for the purpose of sexual gratification,
 - iii) forcibly,
 - iv) and/or against that person's will (non-consensually),
 - v) or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

- f. Sex Offenses, Non-forcible:
 - i) Incest:
 - 1) Non-forcible sexual intercourse,
 - 2) between persons who are related to each other,
 - 3) within the degrees wherein marriage is prohibited by Ohio law.

 - ii) Statutory Rape:
 - 1) Non-forcible sexual intercourse,
 - 2) with a person who is under the statutory age of consent of 16 in Ohio.

- 4) Dating Violence, defined as:
 - a. violence,
 - b. on the basis of sex,
 - c. committed by a person,
 - d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.

- i. The existence of such a relationship shall be determined based on the Complainant’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
- ii. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
- iii. Dating violence does not include acts covered under the definition of domestic violence.

5) Domestic Violence, defined as:

- a. violence,
- b. on the basis of sex,
- c. committed by a current or former spouse or intimate partner of the Complainant,
- d. by a person with whom the Complainant shares a child in common, or
- e. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
- f. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Ohio or
- g. by any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Ohio.

*To categorize an incident as Domestic Violence, the relationship between the Respondent and the Complainant must be more than two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

6) Stalking, defined as:

- a. engaging in a course of conduct,
- b. on the basis of sex,
- c. directed at a specific person, that
 - i. would cause a reasonable person to fear for the person’s safety, or
 - ii. the safety of others; or
 - iii. Suffer substantial emotional distress.

For the purposes of this definition—

- (i) Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- (ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

Force, Coercion, Consent, and Incapacitation

As used in the offenses above, the following definitions and meanings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent.

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Consent: Consent to sexual activity must be informed, voluntary, and mutual. It can be withdrawn at any time. There's no consent when there is force, expressed or implied, or when coercion, intimidation, threats, or duress is used.

Since individuals may experience the same interaction in different ways, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent.

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on Orion Institute to determine whether this Policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

Incapacitation: A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. As stated above, a Respondent violates this Policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to an alleged sexual assault violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard which assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

Jurisdiction of the School

If the Respondent is unknown or is not a member of the School community, the Title IX Coordinator will assist the Complainant as requested in identifying appropriate campus and local resources and support options and/or, when criminal conduct is alleged, in contacting local or campus law enforcement to file a police report upon request.

Further, even when the Respondent is not a member of the School’s community, supportive measures, remedies, and resources may be accessible to the Complainant by contacting the Title IX Coordinator. In addition, the School may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from School property and/or events. All vendors serving the School through third-party contracts are subject to the policies and procedures of their employers, or if applicable, to these policies and procedures to which their employer has agreed to be bound by their contracts.

Scope of the School’s Educational Program and Activities

For purposes of this Policy, the School’s educational program or activities includes locations, events, or circumstances, within the U.S., where the School exercises substantial control over both the Respondent and the context in which the alleged sexual harassment or discrimination occurs and also includes any building owned or controlled by the School or by a student organization that is officially recognized by the School. It also includes online, and cyber manifestations of conduct prohibited by this Policy, when those behaviors occur in or have an effect on the School’s education program and activities or use the School networks, technology, or equipment.

II. Formal Grievance Process

If a Formal Complaint is filed, the matter will proceed through the Grievance Process as outlined below and will include an objective investigation, live hearing with opportunity for cross-examination and the right to appeal. This process will treat complainants and Respondents equitably. Any provisions, rule or practice adopted by the School as part of the grievance process, other than those required under Title IX and its implementing regulations will apply equally to both parties. The process will include an objective evaluation of all relevant evidence (inculpatory and exculpatory), will be conducted by trained Title IX Personnel, free from any known conflict of interest or bias, and presumes Respondent's non-responsibility until and unless demonstrated otherwise by the evidence and after a Final Determination as been rendered. Disciplinary sanctions or punitive measures will not be imposed against a Respondent unless and until there has been a finding of responsibility after application of the process. If at any stage of the investigation it is determined that conditions exist warranting dismissal, the complaint will be dismissed. Complainant will continue to be entitled to appropriate supportive measures in such cases.

The School requires impartiality in the process by ensuring there are no actual or apparent conflicts of interest or disqualifying biases of any Title IX Personnel. The parties may, at any time during the resolution process, raise a concern regarding bias, conflict of interest, or any irregularity which may taint the impartiality of the process. Such concerns should be reported in writing to the Title IX Coordinator, Jennifer Floyd, School Director, Maryah Thompson or Director of Operations and Finance, Jennifer Williams, who will evaluate the concern and take appropriate corrective action to ensure integrity of the process.

Notice of Allegations

The Title IX Coordinator will provide written notice of the allegations to the Respondent and Complainant upon receipt of a Formal Complaint. The notice will be provided prior to any initial meeting or interview with the Respondent and their advisor, if applicable, allowing sufficient advanced notice to prepare.

The notice will include:

- A meaningful summary of all allegations,
- The identity of the parties (if known),
- The precise misconduct being alleged,
- The date and location of the alleged incident(s) (if known),
- The specific policies alleged to have been violated,
- A description of the applicable procedures,
- A statement of the potential sanctions/responsive actions that could result,
- A statement that Respondent is presumed not responsible for the reported misconduct unless and until a Final Determination has been rendered at the conclusion of the process,
- Notice that the parties will be given an opportunity to inspect and review all directly related

- and relevant evidence obtained during the investigation,
- The School’s policy on retaliation,
 - Information about the privacy of the process,
 - The right to have an advisor of their choice, who may be, but is not required to be, an attorney,
 - A statement informing the parties that the School’s policy prohibits knowingly making false statements, including knowingly submitting false information during the resolution process,
 - Detail on how the party may request disability accommodations during the interview process,
 - An instruction to preserve any evidence that is directly related to the allegations.

Investigation

Trained Investigators will be assigned to investigate allegations contained in a Formal Complaint and will do so objectively. The burden to collect all evidence related to the allegations, including both inculpatory and exculpatory, rests on the School, and not on the parties. Investigators must be free from bias and conflicts of interest. Depending on the complexity of the case, more than one Investigator may be assigned.

Investigation Timeline

The School will make a good faith effort to complete investigations as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation. The School may undertake a reasonable delay in its investigation under appropriate circumstances. Such circumstances include, but are not limited to, a concurrent law enforcement investigation, the need for language assistance, the absence of parties and/or witnesses, and/or accommodations for disabilities or health conditions. The School will communicate in writing the anticipated duration of the delay and reason to the parties and provide the parties with status updates as warranted. The School will promptly resume its investigation and resolution process as soon as feasible. During such a delay, the School will implement supportive measures as deemed appropriate.

Concurrent Law Enforcement Investigation or Criminal Proceedings

The School’s grievance process is an administrative procedure required under Title IX to address sexual discrimination, and therefore is separate and independent of any law enforcement investigation or criminal proceedings. While a law enforcement investigation may necessitate a temporary delay in the School’s grievance process, such law enforcement investigation does not replace the School’s grievance process, as the School is legally obligated to address and remedy potential sexual harassment in its educational programs and activities as set forth in this Policy.

The Investigation Process

Investigators serve free from conflict of interest, objectively and without bias. All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all relevant parties and witnesses and obtaining available, relevant evidence. The School, not the parties, bears the burden of gathering evidence and burden of proof. Parties have equal opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record.

The investigation will be conducted within a reasonably prompt timeframe, allowing for thorough collection and evaluation of all evidence related to the allegations. The investigator will keep the parties informed as to estimated timelines, and any delays.

Prior to the conclusion of the investigation, the parties will be provided with an electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related to the allegations in the Formal Complaint, (whether or not it will be used in reaching a determination. The parties will have a ten (10) business day review and comment period so that each party may meaningfully respond to the evidence.

The Investigator will incorporate any relevant feedback provided by the parties during the review process, and the final report is then shared with all parties and their advisors through electronic transmission or hard copy at least ten (10) business days prior to a hearing.

Role and Participation of Witnesses in the Investigation

Witnesses who are School employees are expected to cooperate with and participate in the School's investigation and resolution process. Failure of such witnesses to cooperate with and/or participate in the investigation or resolution process constitutes a Policy violation and may warrant discipline.

Interviews may occur in-person or remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used. The School will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

Recording of Interviews

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If Investigator(s) elect to audio and/or video record interviews, all involved parties must be made aware of audio and/or video recording.

Evidentiary Considerations in the Investigation

The investigation includes collection of all evidence directly related to the allegations, which is not otherwise privileged. Only evidence which is also deemed relevant is summarized in the investigative report which is considered by the Decision-Maker(s), in rendering a determination of responsibility. All parties are provided the opportunity to review all non-privileged evidence gathered during the investigation which is directly related to the allegations in the complaint, whether or not it is also included in the investigative report. All parties are also provided with a copy of the investigative report summarizing relevant evidence only.

Relevant evidence does not include evidence about the Complainant's sexual predisposition or prior sexual behavior, unless such evidence is offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the evidence concerns specific incidents of the Complainant's prior sexual behavior with respect to the Respondent, and are offered to prove consent.

Privileged evidence is likewise excluded from both the investigation, investigative report and hearing unless a party expressly waives this privilege in writing and consents to the release of this information during the grievance process.

Investigative Report

Upon conclusion of the investigation, the Investigator will create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a hearing, will send the report to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

The Hearing

Upon conclusion of the investigation and distribution of the investigative report to the parties, the matter will proceed to the hearing stage of the grievance process. The hearing will be offered live, in real-time and will include cross-examination. A Decision-maker(s) will be appointed to preside over the hearing, evaluate the evidence and make a determination as to each allegation in the complaint. The Decision-maker will be independent and neutral and will not have had any previous involvement with the investigation. Investigators, Title IX Coordinator (or designee) or advisors are prohibited from serving as Decision-makers.

The School reserves the right to adopt any hearing protocols, which will be applied and be made available equally to both parties, to ensure the efficiency, order and decorum of the hearing process. Any such protocols will be provided in writing to the parties, witnesses and participating individuals at least ten (10) days prior to the scheduled hearing date.

The School may designate an administrative facilitator of the hearing, which may include the Title IX Coordinator, as long as they do not have a conflict of interest.

The School may conduct the hearing virtually at their discretion or upon request of a party. Request for remote participation by any party or witness should directed to the Title IX Coordinator made at least five (5) business days prior to the hearing.

The Decision-maker may question the parties and any witness at the hearing.

Only relevant questions, testimony and evidence may be proffered at the hearing, and the Decision-maker will make determinations as to relevancy of every question posed by an advisor during cross-examination before it is answered, and of any evidence offered.

Privileged evidence or testimony, likewise, may not be proffered during the hearing, without a party's waiver and written consent allowing its consideration at the hearing.

Parties may not conduct cross-examination. Advisors only will conduct cross-exam on a party's behalf. Only relevant questions will be allowed.

Parties, advisors, witnesses, and all participating individuals are expected to behave respectfully during the hearing. Harassing, intimidating or disruptive behavior will not be tolerated, and the School reserves the right to exclude anyone from participation in the process that fails to comport themselves accordingly.

An audio or audiovisual recording, or transcript will be made of the hearing, and will be made available to the parties for inspection and review. No other recording of the hearing will be allowed.

Evidentiary Considerations in the Hearing

Only Relevant Evidence Allowed

Any evidence that the Decision-maker(s) determine(s) is relevant and credible may be considered. Only evidence, which is directly related to the allegations, not subject to an enforceable legal privilege and not otherwise excludable as described here is considered relevant.

The hearing does not consider the following which are deemed not relevant: 1) incidents not directly related to the possible violation, unless they evidence a pattern; or 3) questions and evidence about the Complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

Privileged Evidence Must be Excluded

Evidence subject to any recognized legal privilege will not be allowed in the hearing without the prior written waiver of the privilege and consent for its consideration during the grievance process.

When a Party/Witness Refuses to Submit to Cross-Examination

If a party or witness does not attend, or chooses not to submit to cross-examination at the hearing, the Decision-maker may not rely on any prior statement made by that party or witness in the ultimate determination of responsibility. The Decision-maker(s) may not draw any inference solely from a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.

Final Determination as to Responsibility and Standard of Proof

Upon completion of the hearing, the Decision-maker will deliberate privately and will render a finding as to each allegation in the complaint by applying the preponderance of the evidence; whether it is more likely than not that the Respondent violated the Policy as alleged. The decision will be provided simultaneously to the parties through the issuance of a written determination letter, delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official the School records, or emailed to the parties' the School-issued email or otherwise approved account. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

The determination letter will include:

1. Identification of the allegations potentially constituting sexual harassment as defined under the Policy;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits methods used to gather evidence, and hearing held;
3. Findings of fact supporting the determination;
4. Conclusions regarding application of the School's code of conduct to the facts;
5. A statement, and rationale for, the results as to each allegation, including a determination regarding responsibility, and disciplinary sanctions the School imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the Schools' education program or activity will be provided by the School to the Complainant; and
6. The School's permissible bases for the Complainant and Respondent to appeal.

The determination regarding responsibility becomes final after expiration or exhaustion of any appeal rights.

Sanctions, Disciplinary Action & Remedies

The School may consider a number of factors when determining a sanction and/or remedy and will focus primarily on actions aimed at ending, and preventing the recurrence of, discrimination, harassment, and/or retaliation and the need to remedy the effects its effects on the Complainant and campus community. Sanctions will be imposed upon either expiration of the appeal window, or after Final Determination on any appeal filed.

Sanctions or actions may include, but are not limited to, those listed below. These may be applied individually or in combination and the School may assign sanctions not listed, as deemed appropriate.

Student Sanctions:

Warning: A formal statement that the conduct was unacceptable and a warning that further violation of any School policy, procedure, or directive will result in more severe sanctions/responsive actions.

Required Conference: A mandate to meet with and engage in either School-sponsored conference or external counseling to better comprehend the misconduct and its effects.

Probation: A written reprimand for violation of School policy, providing for more severe disciplinary sanctions in the event that the student or organization is found in violation of any School policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.

Suspension: Termination of student status for a definite period of time not to exceed two years and/or until specific criteria are met. Students who return from suspension may or may not be placed on probation through the remainder of their tenure as a student at the School.

Expulsion: Permanent termination of student status and revocation of rights to be on campus for any reason or to attend School-sponsored events.

Withholding Diploma: The School may withhold a student's diploma for a specified period of time and/or deny a student participation in commencement activities if the student has an allegation pending or as a sanction if the student is found responsible for an alleged violation.

Other Actions:

Employee Actions:

Warning – Verbal or Written

Performance Improvement/Management Process

Referral to Counseling and/or Monitoring of the Offender

Required Training or Education

Probation

Loss of Annual Pay Increase

Loss of Oversight or Supervisory Responsibility

Demotion

Suspension with pay

Suspension without pay

Termination

Other Actions: In addition to or in place of the above sanctions, the School may impose any other sanction as deemed appropriate.

False Allegations and Evidence

Making deliberately false and/or malicious accusations, knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation are policy violations subject to discipline.

Long-Term Remedies/Other Actions

Following the conclusion of the resolution process, and in addition to any sanctions imposed, the Title IX Coordinator may implement additional long-term Remedies or actions with respect to the parties and/or the campus community that are intended to stop the harassment, discrimination, and/or retaliation, remedy the effects, and prevent reoccurrence.

These Remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Education to the individual and/or the community
- Alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification
- Training or awareness campaigns
- Implementation of long-term contact limitations between the parties
- Adjustments to academic deadlines, course schedules, etc.
- Modified campus security measures

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no Policy violation is found.

The School will maintain the privacy of any long-term Remedies, provided privacy does not impair the School's ability to provide these services.

Failure to Comply with Disciplinary Sanctions or other Remedies

Respondents are expected to comply with any disciplinary sanction or remedy as set forth in the Final Determination or in response to a final outcome. Failure to abide by the sanction(s)/action(s) whether by refusal, neglect, or any other reason, may result in additional disciplinary action, including suspension, expulsion, and/or.

Appeals

Any party may file an Appeal on the following grounds. Appeals must be submitted in writing to the Title IX Coordinator within five (5) days of the delivery of the Notice of Outcome. After expiration of the appeal window, the determination will be considered final, and any applicable sanctions will be imposed.

Grounds for Appeal

Appeals may be made on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter.

Any sanctions imposed as a result of the Final Determination are stayed during the appeal process.

Title IX personnel with prior involvement in the matter will not be permitted to serve as a Decision-maker in the appeal. Appeals will not include a hearing. A decision on the merits will be based on information provided in the appeal document. If an appeal is based on the availability of new evidence, this evidence must be described with specificity and must be available for review within a reasonably prompt timeframe for consideration.

The appeal outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, and the rationale supporting the findings. Appeal decisions will be made within seven (7) business days, barring exigent circumstances, including the review of new evidence not immediately available for submission with the appeal request. Decisions on appeal will be made by applying the preponderance of evidence standard.

Notification of the appeal outcome will be made in writing and will be delivered simultaneously to the parties by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official School records, or emailed to the parties' School-issued email or otherwise approved account. Once mailed, e-mailed and/or received in-person, notice will be presumptively delivered. Decisions on appeal are considered final.

Record Retention

The School shall maintain the following records related to the implementation of this Policy for at least seven years:

1. Reports or Formal Complaints alleging sexual discrimination, including harassment.
2. Records of any dismissal of a Formal Complaint.
3. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation;
4. Any disciplinary sanctions imposed on the Respondent;
5. Any Remedies implemented by the School designed to restore or preserve equal access to the School's education program or activity;
6. Any appeal and the result therefrom;
7. Any Informal Resolution and the result therefrom;
8. All materials used to train Title IX Coordinators, Investigators, Decision-makers, and any person who facilitates an Informal Resolution process. The School will make these training materials publicly available on the School's website; and
9. Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, including:
 - a. The basis for all conclusions that the response was not deliberately indifferent;
 - b. Any measures designed to restore or preserve equal access to the School's education program or activity; and
 - c. If no supportive measures were provided, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Revision of this Policy

This Policy and procedures supersede any previous policy(ies) addressing harassment, sexual misconduct, discrimination, and/or retaliation under Title IX and will be reviewed and updated subject to any relevant change in law or School policy, and on a recurring periodic basis, by the Title IX Coordinator. The School reserves the right to make changes to this Policy as necessary, which become effective when published.

This Policy will not restrict any rights guaranteed against government action by the U.S. Constitution and should be interpreted accordingly and should also be construed to comply with the most recent government regulations or applicable judicial decisions.

This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such policies and codes, generally.

This Policy and procedures are effective August 14, 2020.

III. Appendix A: Definitions

Actual Notice. Notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or any official of the School who has the authority to institute corrective measures on behalf of the School. The School receives notice when an employee, student, or third-party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge.

Complainant. An individual who is alleged to be the victim of conduct that could constitute harassment, discrimination or retaliation under Title IX.

Consolidated Complaint. A formal complaint with more than one Complainant or Respondent arising when multiple parties submit formal complaints arising out of the same facts and circumstances and as deemed appropriate for consolidation by the Title IX Coordinator.

Education Program or Activity. Locations, events, or circumstances where the School exercises substantial control over both the Respondent and the context in which the alleged sexual harassment or discrimination occurs and also includes any building owned or controlled by the School or by a student organization that is officially recognized by the School.

Final Determination: A decision rendered and provided in writing to the parties of a Formal Complaint after application of the School's Grievance Process concluding whether or not Respondent is responsible for conduct alleged within a Formal Complaint in violation of this Policy.

Finding: A conclusion within the Final Determination as evaluated under the burden of proof that a specific allegation within a Formal Complaint did or did not occur.

Formal Complaint. A document filed and signed by the Complainant or signed by the Title IX Coordinator alleging a Policy violation by a Respondent and requesting that the School investigate the allegation(s).

Formal Grievance Process. The method of formal resolution designated by the School to address conduct that falls within the scope of this Policy, and which complies with the requirements of 34 CFR Part 106.45.

Decision-maker(s). A trained individual with responsibility for making a Final Determination as set forth in the School's Grievance Process. A Decision-maker must maintain neutrality and cannot perform the function of either the Title IX Coordinator or Investigator.

Informal Resolution Process. An alternative resolution process which may be available to the parties to seek Resolution of a Formal Complaint in lieu of the Formal Grievance Process. Informal resolution is facilitated by appropriately trained individuals, is made available at the discretion of the School and as deemed appropriate by the Title IX Coordinator, and offered only if informed, voluntary and written consent is made by all parties to a complaint. Any party may opt-out of the informal process at any time, and the matter will proceed through the Formal Grievance Process. Examples of informal resolution include, but are not limited to, mediation and restorative justice.

Investigator. A trained individual responsible for fulfilling the School's burden of gathering and evaluating all evidence related to allegations within a Formal Complaint as required under the School's Grievance Process.

Mandated Reporter. An employee of the School who is obligated by Policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.

Official with Authority. An employee of the School explicitly vested with the responsibility to implement corrective measures for Title IX harassment, discrimination, and/or retaliation on behalf of the School.

Parties. The Complainant(s) and Respondent(s), collectively.

Remedies. Post-Finding actions directed to the Complainant and/or the community implemented to address safety, prevent the recurrence of harassment, and ensure continued access to the School's educational program.

Respondent. An individual who has been reported to be the perpetrator of conduct that could constitute harassment, discrimination or retaliation under Title IX.

Sanction. A disciplinary consequence imposed by the School on a Respondent who is found to have violated this Policy.

Sexual Harassment. Behavior or conduct as defined under Title IX and its implementing regulations at 34 CFR 106, and as more fully articulated in this Policy.

Title IX Coordinator. The School's employee responsible for ensuring compliance with Title IX.

Title IX Personnel. Those individuals collectively tasked with implementation of this Policy and Grievance Process including specifically, the Title IX Coordinator (including any designees as applicable), any Investigator or any Decision-maker.

VAWA/ Campus SaVE Act

When a victim tells the Title IX Coordinator or another Orion employee about a Sexual Violence incident, the victim has the right to expect Orion to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably. In all cases, Orion strongly encourages victims to report Sexual Violence directly to the campus Title IX Coordinator.

All Orion employees must report to the Title IX Coordinator all relevant details about any Sexual Violence incidents of which they become aware. The School will need to determine what happened – and will need to know the names of the victim(s) and the perpetrator(s), any witnesses, and any other relevant facts, including the date, time and specific location of the incident.

To the extent possible, information reported to the Title IX Coordinator or other School employees will be shared only with individuals responsible for handling the School's response to the incident. The School will protect the privacy of individuals involved in a Sexual Violence incident except as otherwise required by law. A Sexual Violence report may result in the gathering of extremely sensitive information about individuals in the campus community. While such information is considered confidential, School policy regarding access to public records and disclosure of personal information may require disclosure of certain information concerning a report of sexual violence. In such cases, efforts will be made to redact the records, as appropriate, in order to protect the victim's identity and privacy and the privacy of other involved individuals. No School employee, including the Title IX Coordinator, should disclose the victim's identity to the police without the victim's consent or unless the victim has also reported the incident to the police.

If a victim requests of the Title IX Coordinator or another School employee to keep his/her identity completely confidential, the Title IX Coordinator will explain the School cannot always honor such request and guarantee complete confidentiality. If a victim wishes to remain anonymous or request no investigation be conducted or disciplinary action taken, then the School must weigh the request against the School's obligation to provide a safe, non-discriminatory environment for all students, employees and third parties, including the victim. Under those circumstances, the Title IX Coordinator will determine whether the victim's request for complete confidentiality and/or no investigation can be honored under the facts and circumstances of the particular case, including whether the School has a legal obligation to report the incident, conduct an investigation or take

other appropriate steps. Without information about a victim's identity, the School's ability to meaningfully investigate the incident and pursue disciplinary action against the perpetrator may be severely limited.

The Title IX Coordinator will inform the victim of the initiation of an investigation prior to starting an investigation and will, to the extent possible, only share information with people responsible for handling the School's response to the incident. The Title IX Coordinator will remain mindful of the victim's well-being, and will take ongoing steps to protect the victim from retaliation or harm, and work with the victim to create a safety plan. Retaliation against the victim, whether by students, employees or third parties, will not be tolerated. The School will not require a victim to participate in any investigation or disciplinary proceeding if the victim does not wish to participate. The School will not generally notify parents or legal guardians of a Sexual Violence report unless the victim is under 18 years old or the victim provides the School with written permission to do so.

VAWA/Campus SaVE Act mandate a written explanation of rights and options be provided to a student, employee, or third party who complains to the School claiming to be a victim of Sexual Violence, Domestic Violence, Dating Violence, or Stalking, whether the offense occurred on or off campus. It is the Title IX Coordinator's responsibility to ensure this written notice is provided to the complainant/victim(s).

All complaints should be filed via the VAWA Complaint form with the Orion designated Title IX Coordinator, who will provide you with assistance and support, and monitor and oversee overall compliance with laws and policies related to sexual violence. As required by the Violence Against Women Reauthorization Act of 2013 (20 U.S.C. 1092(f)) (VAWA), pursuant to its Campus Sexual Violence Elimination Act provision (Campus SaVE Act).

Your campus Title IX Coordinator is available to explain and discuss your right to file a criminal complaint; the School's relevant complaint process, and your right to receive assistance with the process, including the investigation process; how confidentiality is handled; available resources, both on and off campus; and other related matters.

Resources are as follows:

Title IX Coordinator
Jennifer Williams
340 Three Meadows Dr. Perrysburg, Ohio
43551 419-874-4496

Perrysburg, Ohio Police
Daniel O. Paez, Police Chief
330 Walnut St. Perrysburg, Ohio 43551
419-874-4321

Perrysburg Township Police Department
26711 Lime City Road
Perrysburg, OH 43551
419-874-3551

Mercy Heath – Perrysburg Medical Center
12621 Eckel Junction Road
Perrysburg, OH 43551
567-368-1000

St Luke's Hospital
5901 Monclova Road
Maumee, OH 43537
419-893-5911

YWCA
Toledo Region Office
1018 Jefferson Avenue
Toledo, Ohio 43604
Ph: 419-241-3235
Email: admintoledo@ywcanwo.org

Harbor Behavioral Healthcare
4429 Secor Rd
Toledo, OH
419.475.5338

U.S. Department of Education, Office for Civil Rights:
(800) 421-3481 or ocr@ed.gov
If you wish to fill out a complaint form online with the OCR, you may do so at: <http://www2.ed.gov/about/offices/list/ocr/complaintintro.html>.

INCLEMENT WEATHER

If inclement weather is predicted to begin before the start of regular school and business hours, the Director of Education will determine it is appropriate to open or close the school. Orion Institute will be closed if Wood County is under a level 3 snow emergency. If the student's county in which he/she resides in is under a level 3, the student must notify the school. Students are advised to use their best judgment in determining if he/she should travel. Please note that information about school closures may appear on all major news stations and Facebook. A Student Information System (SIS) announcement will be made as soon as campus is closed and students will receive an email notification. All classes canceled due to inclement weather, will need to be made up. A makeup day and time will be determined by the instructor and/or Director of Education.

ACADEMIC PROGRAMS

MASSAGE THERAPY PROGRAM

Orion Institute offers a 720 clock-hour Massage Therapy Diploma program designed to teach students the necessary skills required to become licensed as massage therapists. The curriculum is structured to include a lecture and clinical component as well as field experiences.

EDUCATIONAL OBJECTIVES

- To provide students with the skills and knowledge necessary for students to successfully complete the program.
- To emphasize the importance of ethical and professional behavior when interacting with clients and peers.
- To prepare students with the skills necessary for owning a private practice or working in a supervised environment.
- To teach students the effects of massage on the body, emotionally and physically, including the benefits and contraindications.
- To develop an understanding of the structure and function of the human body.
- To offer an education in massage therapy allowing graduates to pass the State Medical Board examination of Ohio, MBLEx, and the National Certification Examination for Therapeutic Massage and Bodywork.
- To provide graduates with the qualifications to seek employment as an entry-level massage therapist (after passing the state boards) or in a healthcare/fitness related field.

Instructors at Orion Institute utilize a variety of teaching tools and methods. This program is taught through a combination of lectures, labs, hands-on experience, clinics, field experience, and visual aids. The usage of Power Point equipment enables the instructors to effectively present information to the students onto a large screen.

Courses offered in online format shall include all clock hours delivered via synchronous class meetings. These class meetings may be recorded and will be available for students that are unable to meet at the scheduled time. Any clock hours offered in an asynchronous format will be supervised and evaluated by the instructors using Course Key. Instructors are expected to provide discussion board topics and students are expected to respond and remain active with threaded discussions throughout the week.

PROGRAM OUTLINE:

Day & Evening Classes:

720 total clock hours; 24 weeks, 3 ten-week terms,

6 Month Program

Delivery Method: Traditional or Hybrid

NOTE: A
is defined as
of 50
instruction
maximum
break
hours.

COURSE

Subject	Course #	Course Name	Lecture Hours	Lab Hours
A&P	MTP100	Anatomy & Physiology I	70	10
MTP	MTP105	Massage/Theory/Practice I	60	20
A&P	MTP111	Anatomy & Physiology II	70	10
ETH	MTP107	Ethics	20	0
MTP	MTP 112	Massage/Theory/Practice II	60	20
A&P	MTP106	Pathology	20	0
A&P	MTP121	Anatomy & Physiology III	70	10
BUS	MTP108	Business and Law I	20	0
MTP	MTP110	Massage Clinic I	0	48
MTP	MTP114	Business and Law II	10	0
MTP	MTP113	Ethics II	10	0
MTP	MTP122	Massage/Theory/Practice III	26	6
A&P	Mtp131	Anatomy & Physiology iv	70	10
MTP	MTP120	Massage Clinic II	0	48
MTP	MTP132	Massage/Theory/Practice iv	22	10
		TOTALS	528	192

clock hour
a minimum
minutes per
with a
ten-minute
between

Course Descriptions

MTP105 Massage Theory & Practice I (80 Hours) – In this class students will learn the fundamentals of Massage Therapy including the history of massage, massage terminology, physiological effects, therapeutic applications, indications, and contraindications of massage as presented by Dr. John Harvey Kellogg, M.D., a pioneer in America Massage Therapy. This class will also address issues of hygiene and proper body mechanics for the therapist as required by the State Medical Board. Students will practice various massage techniques as part of the instruction and will learn how to perform a basic full body massage via a combination of lectures and hands-on experiences.

MTP112 Massage Theory & Practice II (80 Hours) – During this course new techniques and different modalities are introduced. Students will be introduced to the concept of Wellness, Homeostasis, and the Wellness Model in Beck Ch. 4. The student begins to learn how to assess and effectively relieve symptoms of common pain due to postural stress and injury through full body Swedish Massage. This course is a preparation course for clinics where clinical applications of massage are reviewed in the Special Regions section of the course. Students are taught how to review a client's medical profile and techniques to manage different client situations. Students will also learn how to set up and tear down for clinic, sanitize and disinfect during clinics, work with clients through proper and effective communication throughout the treatment, and rebook a client during Mock Clinics. Students will continue to learn more indications of massage including absolute, regional, and conditional contraindications as presented by Mark Beck. Students are taught to recognize contraindications to massage and when it is appropriate to refer the client to a physician or health care practitioner.

MTP122 Massage Theory & Practice III (32 Hours) - Students will begin performing massages in the student clinic and will be refine communications skills necessary for working with a diverse clientele. Students will also be instructed on reviewing client intake forms, relating to clients, professional and ethical behavior, attitude, professional appearance, and skills in performing the 24 massages. Students will be taught the consultation process and documentation of massage including SOAP notes, updating records, and confidentiality. Proper postures and body mechanics will be reviewed during this course.

MTP132 Massage Theory & Practice IV (32 Hours) – Students will continue to refine their skills through an additional 26 clinic massages, while being introduced to different modalities, advanced techniques, and concepts such as Neuromuscular Therapy, Myofascial Release, and Trigger Point Therapy described by Mark Beck. Lymph Massage, Postural Analysis and Stretching is also introduced in this term. Massage for Special Populations, Eastern Philosophy including Energy and Chakra work, Alternative and CAM therapies will also be discussed. As required by the State Medical Board,

Hydrotherapy including Thermotherapy (Heat applications) and Cryotherapy (Cold applications), Spa Modalities and Concepts are also covered. A review of Muscles and Kinesiology including muscle origin, insertion, function, and innervations will help prepare the student for the Mblex test.

MTP100 Anatomy & Physiology I (80 Hours) - All Anatomy & Physiology classes consists of 70 hours of lecture and 10 hours of lab. This class consists of the different levels of structural organization. Students will learn anatomical names and positions, medical terminology, and directional terms. The chemical levels of organization will be discussed, and students will be introduced to muscle groups and the skeletal system.

MTP111 Anatomy & Physiology II (80 Hours) – All Anatomy & Physiology classes consists of 70 hours of lecture and 10 hours of lab. Students will continue to study the functions within the human body. Students will learn the skeletal system and muscles more in-depth, learning the origins, insertions, actions, and innervations of muscles. Muscle Kinesiology including body movement in relationship to the muscle groups, and functional dynamics of movement will be addressed in this course. Students will also learn about the spinal and nervous systems.

MTP121 Anatomy & Physiology III (80 Hours) – All Anatomy & Physiology classes consists of 70 hours of lecture and 10 hours of lab. This class will focus on various systems of the body including the endocrine system and cardiovascular systems. Students will continue to review the skeletal and muscle systems.

MT131 Anatomy & Physiology IV (80 Hours) – All Anatomy & Physiology classes consists of 70 hours of lecture and 10 hours of lab. This class will analyze systems of the body including the lymphatic, respiratory, digestive, and urinary systems. Students will continue to review muscle origins, insertions, function, nerve innervations, and muscle kinesiology during this term

MTP108 Business and Law I (20 Hours) - This class teaches business laws in the scope of massage therapy and practical business procedures, marketing strategies, business management and finance, goal setting, and building a successful practice in the massage therapy profession. Other topics include proper documentation and recording keeping for the massage business.

MTP114 Business and Law II (10 Hours) – This class reviews over ethical business practices, proper documentation, and record keeping for a massage business. State business laws will be reviewed in preparation for state licensure.

MTP107 Ethics I (20 Hours) - This class will cover ethics and how it pertains to the massage therapy profession. Various issues pertaining to ethics will be covered including student/client boundaries, Code of Ethics, and the professional therapeutic relationship. Students learn how to resolve ethical dilemmas and will learn the importance of confidentiality. Additional hours will be spent covering various ethical situations from their class and clinical experience.

MTP113 Ethics II (10 Hours) – This class will include additional ethics concepts, terminology, ethical situations, and professional/ethical client communication practices for professional massage therapists. This class will also review and prepare students for taking the Mblex test.

MTP106 Pathology (20 Hours) - Students will learn about various diseases of the body, including causes, signs, and symptoms. As a hands-on profession, students must know risk factors associated with certain diseases, including whether certain medical conditions indicate the need for massage treatment. In this class students will review processes and procedures of sanitation, disinfection, infection, and injury control for the massage therapy practice.

MTP110 Clinic I (48 Hours) - The best way to learn how to practice massage therapy in the professional world is to do it. After the second term, students are required to gain experience working on the public. Clinic takes place at the school during class time. Students are evaluated on reviewing client in-take forms, relating to clients, professional and ethical behavior, attitude, professional appearance, and skills in performing 24 of the total 48 required massages.

MTP120 Clinic II (48 Hours) - The best way to learn how to practice massage therapy in the professional world is to do it. After the second term, students are required to gain experience working on the public. Clinic takes place at the school during class time. Students are evaluated on reviewing client in-take forms, relating to clients, professional and ethical behavior, attitude, professional appearance, and skills in performing 24 of the total 48 required massages.

MBLEx Exam Review

Applicants 18 years of age or older are eligible to apply to become a Licensed Massage Therapist (LMT) with the Ohio State Medical Board provided they have graduated from a 720-clock hour (minimum) accredited Massage Therapy program and passed the MBLEx Exam. All applicants must also meet all the requirements for licensure under Ohio law.

An MBLEx Review will take place during the 4th term of the Massage Therapy Program. This class is an overview of material taught throughout the year and is required by the State Medical Board of Ohio. This class serves to aid the student in preparation for the **MBLEx Exam**.

MEDICAL MASSAGE THERAPY PROGRAM

This thirteen (13) month, 900-hour Medical Massage Therapy Diploma program is designed to teach students the necessary skills required to become licensed as massage therapists and certified as reflexologists through the addition of medical massage therapy training. The curriculum is structured to include a lecture, clinical component, and field experience. In this medical program, students will learn to focus on assessing the client's structural bodywork needs. Following training in assessment skills, students will be taught to integrate various advanced manual soft tissue techniques into a unique therapeutic program designed to meet the needs of individual clients.

During the first ten (10) months of this program, students will be learning basic massage therapy skills required to become a massage therapist. The final three (3) months of the program will consist of advanced techniques that allow the students to experience a variety of professional environments and specific physiological conditions of clients which prepare them for more specialized advanced massage therapy and reflexology techniques.

Upon graduating from the Medical Massage Therapy program, graduates will receive a diploma in massage therapy, qualifying them to take the Massage and Bodywork Licensing Examination (MBLEx) to become licensed massage therapists. Graduates will also be eligible to sit for national exam for reflexology certification by the American Reflexology Certification Board.

EDUCATIONAL OBJECTIVES

- To provide students with the skills and knowledge necessary for students to successfully complete the program.
- To emphasize the importance of ethical and professional behavior when interacting with clients and peers.
- To prepare students with the skills necessary for owning a private practice or working in a supervised environment.
- To teach students the effects of massage on the body, emotionally and physically, including the benefits and contraindications.

- To develop an understanding of the structure and function of the human body.
- To offer an education in massage therapy allowing graduates to pass the State Medical Board examination of Ohio, MBLEx, and the National Certification Examination for Therapeutic Massage and Bodywork.
- To provide graduates with the qualifications to seek employment as an entry-level massage therapist (after passing the state boards) or in a healthcare/fitness related field.
- To develop an understanding of the structure and function of the human body and how it relates to meridians and zone reflexes in the body in relation to reflexology.
- To offer an education in reflexology that will allow graduates to pass the reflexology exam which is offered by the American Reflexology Certification Board.
- To provide graduates with the qualifications to seek employment as an entry-level reflexologist (after passing the exam offered by ARCB).
- To provide students with advanced skills in massage therapy which will provide them with the skills, confidence, and knowledge to perform advanced massage techniques on specific physiological conditions which affect the soft tissues in the body.

Courses offered in online format shall include all clock hours delivered via synchronous class meetings. These class meetings will be recorded and will be available for students that are unable to meet at the scheduled time. Any clock hours offered in an asynchronous format will be supervised and evaluated by the instructors using Course Key. Instructors are expected to provide discussion board topics and students are expected to respond and remain active with threaded discussions throughout the week.

PROGRAM OUTLINE: Day & Evening Classes: 900 total clock hours; 50 weeks, 5 ten-week terms

Subject	Course #	Course Name	Lecture Hours	Lab Hours
A&P	MTP100	Anatomy & Physiology I	70	10
MTP	MTP105	Massage/Theory/Practice I	60	20
A&P	MTP111	Anatomy & Physiology II	70	10
ETH	MTP107	Ethics	20	0
MTP	MTP 112	Massage/Theory/Practice II	60	20
A&P	MTP106	Pathology	20	0
A&P	MTP121	Anatomy & Physiology III	70	10
BUS	MTP108	Business and Law I	20	0
MTP	MTP110	Massage Clinic I	0	48
MTP	MTP114	Business and Law II	10	0
MTP	MTP113	Ethics II	10	0
MTP	MTP122	Massage/Theory/Practice III	26	6
A&P	Mtp131	Anatomy & Physiology iv	70	10
MTP	MTP120	Massage Clinic II	0	48
MTP	MTP132	Massage/Theory/Practice iv	22	10

ADV	MTP211	Reflexology	46	30
ADV	MTP222	Medical Massage & Advanced Techniques I	11	6
ADV	MTP234	Medical Massage & Advanced Techniques II	11	6
ADV	MTP 210	Manual Lymph Drainage	15	15
ADV	MTP214	Myofascial Release-Upper Body	10	4

ADV	MTP215	Myofascial Release-Lower Body	10	4
ADV	MTP216	Sports Massage	6	6
		TOTALS	637	263

COURSE DESCRIPTIONS

MTP105 Massage Theory & Practice I (80 Hours) – In this class students will learn the fundamentals of Massage Therapy including the history of massage, massage terminology, physiological effects, therapeutic applications, indications, and contraindications of massage as presented by Dr. John Harvey Kellogg, M.D., a pioneer in America Massage Therapy. This class will also address issues of hygiene and proper body mechanics for the therapist as required by the State Medical Board. Students will practice various massage techniques as part of the instruction and will learn how to perform a basic full body massage via a combination of lectures and hands-on experiences.

MTP112 Massage Theory & Practice II (80 Hours) – During this course new techniques and different modalities are introduced. Students will be introduced to the concept of Wellness, Homeostasis, and the Wellness Model in Beck Ch. 4. The student begins to learn how to assess and effectively relieve symptoms of common pain due to postural stress and injury through full body Swedish Massage. This course is a preparation course for clinics where clinical applications of massage are reviewed in the Special Regions section of the course. Students are taught how to review a client's medical profile and techniques to manage different client situations. Students will also learn how to set up and tear down for clinic, sanitize and disinfect during clinics, work with clients through proper and effective communication throughout the treatment, and rebook a client during Mock Clinics. Students will continue to learn more indications of massage including absolute, regional, and conditional contraindications as presented by Mark Beck. Students are taught to recognize contraindications to massage and when it is appropriate to refer the client to a physician or health care practitioner.

MTP122 Massage Theory & Practice III (32 Hours) - Students will begin performing massages in the student clinic and will be refine communications skills necessary for working with a diverse clientele. Students will also be instructed on reviewing client intake forms, relating to clients, professional and ethical behavior, attitude, professional appearance, and skills in performing the 24 massages. Students will be taught the consultation process and documentation of massage including SOAP notes, updating records, and confidentiality. Proper postures and body mechanics will be reviewed during this course.

MTP132 Massage Theory & Practice IV (32 Hours) – Students will continue to refine their skills through an additional 26 clinic massages, while being introduced to different modalities, advanced techniques, and concepts such as Neuromuscular Therapy, Myofascial Release, and Trigger Point Therapy described by Mark Beck. Lymph Massage, Postural Analysis and Stretching is also introduced in this term. Massage for Special Populations, Eastern Philosophy including Energy and Chakra work, Alternative and CAM therapies will also be discussed. As required by the State Medical Board, Hydrotherapy including Thermotherapy (Heat applications) and Cryotherapy (Cold applications), Spa Modalities and Concepts are also covered. A review of Muscles and

Kinesiology including muscle origin, insertion, function, and innervations will help prepare the student for the Mblex test.

MTP100 Anatomy & Physiology I (80 Hours) - This class consists of the different levels of structural organization. Students will learn anatomical names and positions, medical terminology, and directional terms. The chemical levels of organization will be discussed, and students will be introduced to muscle groups and the skeletal system.

MTP111 Anatomy & Physiology II (80 Hours) – Students will continue to study the functions within the human body. Students will learn the skeletal system and muscles more in-depth, learning the origins, insertions, actions, and innervations of muscles. Muscle Kinesiology including body movement in relationship to the muscle groups, and functional dynamics of movement will be addressed in this course. Students will also learn about the spinal and nervous systems.

MTP121 Anatomy & Physiology III (80 Hours) – This class will focus on various systems of the body including the endocrine system and cardiovascular systems. Students will continue to review the skeletal and muscle systems.

MT131 Anatomy & Physiology IV (80 Hours) – This class will analyze systems of the body including the lymphatic, respiratory, digestive, and urinary systems. Students will continue to review muscle origins, insertions, function, nerve innervations, and muscle kinesiology during this term.

MTP108 Business and Law I (20 Hours) - This class teaches business laws in the scope of massage therapy and practical business procedures, marketing strategies, business management and finance, goal setting, and building a successful practice in the massage therapy profession. Other topics include proper documentation and recording keeping for the massage business.

MTP114 Business and Law II (10 Hours) – This class reviews over ethical business practices, proper documentation, and record keeping for a massage business. State business laws will be reviewed in preparation for state licensure.

MTP107 Ethics I (20 Hours) - This class will cover ethics and how it pertains to the massage therapy profession. Various issues pertaining to ethics will be covered including student/client boundaries, Code of Ethics, and the professional therapeutic relationship. Students learn how to resolve ethical dilemmas and will learn the importance of confidentiality. Additional hours will be spent covering various ethical situations from their class and clinical experience.

MTP113 Ethics II (10 Hours) – This class will include additional ethics concepts, terminology, ethical situations, and professional/ethical client communication practices for professional massage therapists. This class will also review and prepare students for taking the Mblex test.

MTP106 Pathology (20 Hours) - Students will learn about various diseases of the body, including causes, signs, and symptoms. As a hands-on profession, students must know risk factors associated with certain diseases, including whether certain medical conditions indicate the need for massage treatment. In this class students will review processes and procedures of sanitation, disinfection, infection, and injury control for the massage therapy practice.

MTP110 Clinic I (48 Hours) - The best way to learn how to practice massage therapy in the professional world is to do it. After the second term, students are required to gain experience working on the public. Clinic takes place at the school during class time. Students are evaluated on reviewing client in-take forms, relating to clients, professional and ethical behavior, attitude, professional appearance, and skills in performing 24 of the total 48 required massages.

MTP120 Clinic II (48 Hours) - - The best way to learn how to practice massage therapy in the professional world is to do it. After the second term, students are required to gain experience working on the public. Clinic takes place at the school during class time. Students are evaluated on reviewing client in-take forms, relating to clients, professional and ethical behavior, attitude, professional appearance, and skills in performing 24 of the total 48 required massages.

MTP211 Reflexology (76 hours) - Students will review anatomy and physiology of the body systems in relation to reflexology, focusing on the hands-on palpation of landmarks with sensory identification of areas and map reflexes as anatomically reflected on the feet. Coursework will include the history and theory of reflexology, reflexology zones, and meridians. Students will also learn how the reflexes are affected by stimulation to the feet through hands-on experience. Classroom study includes hands-on techniques, relaxation techniques, marketing, and documentation. This class includes 10 hours of on-site supervised clinic which is performed at the school during class time. It must be noted the American Reflexology Certification Board (ARCB) requires 110 hours of instruction in order to be eligible for their national certification exam. As this class is 76 hours, the remaining 34 hours are integrated within this Medical Massage Therapy program, which is permitted by ARCB.

MTP222 Medical Massage and Advanced Techniques I (17 hours) - This course consists of a wide variety of medical massage techniques and topics which are based on current trends in the industry. Topics may include, but not limited to, Massage for People Living with Cancer, Pregnancy Massage, Eastern Philosophy/Meridian Therapy, Baby's First Massage, and Active Isolated Stretching.

MTP234 Medical Massage and Advanced Techniques II (17 hours) - This course consists of a wide variety of medical massage techniques and topics which are based on current trends in the industry. Topics may include, but not limited to, Massage for People Living with Cancer, Pregnancy Massage, Eastern Philosophy/Meridian Therapy, Baby's First Massage, and Active Isolated Stretching

MTP214 Myofascial Release Upper Body (14 hours) - In this class, students will learn how to perform a postural assessment to analyze how one holds his or her body against gravity. Students will learn this by observing the way a client sits, walks, and stands and will be shown how to use a plumb line. Computerized analysis of postural analysis will also be discussed. In learning how to perform a postural analysis, students will be able to determine which area of a person's body is under more strain than other areas, and which muscles are causing this strain. Students will also learn specific myofascial release techniques for the upper body which will help ease this strain.

MTP215 Myofascial Release Lower Body (14 hours) - In this class, students will continue to perform postural assessments and will learn specific myofascial release techniques for the lower body which will help ease the postural imbalances in the body and relieve any pain involved.

MTP210 Manual Lymphatic Drainage (30 hours) - In this class you will learn about the Lymphatic System and its relationship to detoxification and chronic health conditions. You will learn Full Body Manual Lymph Drainage techniques, and discussion regarding the roots of developing chronic conditions in the lymphatic system. Lymph Massage protocols for detoxification and minor pathologies will be addressed along with distinguishing primary from secondary lymphedema.

MTP 216 Sports Massage (12 hours) - Students will be able to identify muscles involved in various sports activities and the best techniques to apply. Students will gain an understanding of the differences between pre-event and post-event sports massage. Specific sports injuries will be discussed along with which techniques should be applied. Students will learn techniques intended to facilitate a faster healing process and reduce swelling. Students will learn to relax the muscle tone, improve an athlete's recovery circulation, and restore an athlete's flexibility. Kinesiotaping techniques will be included which will allow for quicker recovery and return to sports training without the usual stiffness and soreness.

ACADEMIC SCHEDULE

Classes are in continuous session during all months of the calendar year. All classes are scheduled at the discretion of the school, but they are presented so students can plan their work schedules around them. The school year consists of 10 or 12-week academic terms with holiday breaks (as listed on Attachment "C").

Classes can be held Monday through Sunday from 8:00 a.m. until 9:30 p.m. Specific times depend on class scheduling and can change from term to term. Friday or Saturday attendance may be required for diploma programs to complete any missed work, make-up assignments, or make-up sessions resulting from holidays or bad weather closings.

ABSENCES/MAKE-UP WORK

Orion Institute does not differentiate between “excused,” nor “unexcused” absences. A student is required to maintain the minimum attendance percentage of attendance during normal matriculation, regardless of the reason for their absence. Make-up work should be scheduled with the student’s instructor as quickly as possible upon a student’s return from absence.

Students can have up to 10% of clock hours in each payment period considered as excused absences. These excused absences do not have to be made up, however any missed hours above the 10% excused absence policy must be made up.

CLASS AVAILABILITY

There are many factors which affect the scheduling of classes. While Orion Institute strives to accommodate the scheduling needs of all students, Orion Institute cannot promise or guarantee the availability of any class and specifically reserves the right in its sole discretion to cancel any class, change room or location, dates, times, or otherwise change the availability of any class. We understand these changes can be challenging for some students and will try to provide as much notice as possible when they are necessary.

The maximum class size is thirty (30) students per instructor.

SCHOOL OBSERVED HOLIDAYS

New Year’s Day
MLK Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day Day
after Thanksgiving
Christmas Eve
Christmas Day
Juneteenth

****** Holidays are not considered absences; however, in order to remain compliant with the clock hour program requirements, the school may adjust the calendar and all classes affected by the Holiday, must be made up.***

CONSTITUTION DAY OBSERVANCE

The Orion Institute proudly observes Constitution Day and holds an annual educational program for all staff and students. This program is held on campus on the day nearest to September 17th.

GRADUATION REQUIREMENTS

To be eligible for graduation, students must meet the following criteria:

1. **Academic Completion:** Successfully complete all required coursework including all classes, labs, and clock hours as outlined in the program curriculum. Students must achieve a minimum score of 60% on the Performance Practical Evaluation
2. **Good Standing:** Be in good academic and financial standing with the institution at the time of graduation.
3. **Exit Requirements:** Fully complete and submit the Graduation Exit Packet, ensuring all documentation and required signatures are provided. Graduation Participation fee of \$150 (if participating). Failure to meet any of these requirements may delay or prevent graduation eligibility.

Upon completing all requirements above, the student will receive a diploma indicating all program requirements have been successfully completed. Graduates from Massage Therapy programs will also be eligible to sit for the MBLEx Examination.

Graduates from Massage Therapy programs at Orion Institute are also qualified to apply for a State of Ohio License. Upon receiving a diploma, graduates will be eligible to sit for the exam. To obtain Ohio State Medical Board Licensure, graduates must apply directly to the Ohio State Medical Board by submitting an application packet, Massage and Bodywork Licensing Exam (MBLEx) Test Scores, Fingerprints, and copy of their diploma. The Licensure fee of \$265, payable to the State Medical Board, must accompany the application. Applicants for the State Medical Board of Ohio are also required to complete a criminal background check as part of their application process. For more information please see www.med.ohio.gov.

STUDENT FINANCIAL SERVICES

CANCELLATION POLICY

If a student cancels within five calendar days of signing the Enrollment Agreement, all fees are refundable. An applicant requesting cancellation more than 5 14 calendar days after signing an Enrollment Agreement and making an initial payment, but prior to the first day of class, is entitled to a refund of all monies paid minus application and registration fees but in no event may the school retain more than \$125. Applicants who have not visited the school prior to enrollment will have the opportunity to withdraw without penalty within five business days following either the regularly scheduled orientation procedures or following a tour of the facilities and inspection of equipment where training and services are provided. The Institute reserves the right to cancel a program start if it determines there is insufficient enrollment. In the event that a program start is cancelled, all money paid by the student will be refunded in full. Refunds shall be made no later than thirty days after cancellation. Refer to the refund policy for an explanation of amounts due, if any.

For the purpose of payment plans (if applicable), Orion Institute complies with all policies in Regulation Z by providing all necessary truth-in-lending information and documents. For the purpose of withdrawals and refunds, the last date of attendance will be used to calculate the refund. As per Orion Institute policy, student attendance is required to be taken for each scheduled class period. If a student does not notify the school of their intent to withdraw from school and stops attendance, the school will use the student's LDA for the refund calculation. Orion Institute follows the Department of Education Return to Title IV policy.

INSTITUTIONAL TUITION REFUND POLICY

- A. If the student is not accepted into the training program, all monies paid by the student shall be refunded.
Refunds for books, supplies and consumable fees shall be made in accordance with Ohio Administrative Code section 3332-1-10.1.
- B. There are (4) academic terms for the program that is 720 clock hours in length.
- C. A student who does not attend classes for a period of fourteen (14) consecutive calendar days is withdrawn except under extraordinary cases.
- D. Refunds for tuition and refundable fees shall be made in accordance with provisions as established by Ohio Administrative Code section 3332-1-10
- E. Refunds shall be made within thirty days after the school has determined that a student has withdrawn

The State Refund Policy will apply to all **Clock Hour** Students:

1. A student who starts class and withdraws before the academic term is 15% completed will be obligated for 25% of the tuition and refundable fees
2. A student who starts class and withdraws after the academic term is 15% but before the academic term is 25% completed will be obligated for 50% of the tuition and refundable fees
3. A student who starts class and withdraws after the academic term is 25% complete but before the academic term is 40% completed will be obligated for 75% of the tuition and refundable fees
4. A student who starts class and withdraws after the academic term is 40% completed will not be entitled to a refund of the tuition and fees.

Summary Chart of Institutional/State Refund Policy- Clock Hour:

% term completed	% tuition charged
0-14.99%	25%
15-24.99%	50%
25-39.99%	75%
40%	100%

RETURN OF NON-TITLE IV FUNDS

After the Institutional Refund Policy has been applied, the school shall make the appropriate refund of any excess non-title IV funds to the student or the appropriate agency within thirty days of the date the school is able to determine that a student has withdrawn or has been terminated from a program. Refunds shall be based upon the last date of a student's attendance or participation in an academic school activity. If a student ceases attending school but does not officially notify the school of their withdrawal, the school must treat the student as withdrawn within sixty days of the student's last date of attendance or participation in an academic activity.

Books or supplies delivered to the student become the property and responsibility of the student. Used books and supplies are not returnable or refundable once received by the student. Textbooks and supplies can only be returned if they are unused, unopened, and in new condition.

If a student withdraws from the Institute with a balance due and does not make any efforts to repay such balance, the student will be required to pay any collection fees (in addition to the unpaid balance) that are incurred on behalf of the Institute to attempt to collect the balance.

RETURN OF FEDERAL TITLE IV FUNDS

For each Title IV aid recipient who terminates/withdraws, the school must calculate the amount of Title IV assistance the student has earned which is determined on a pro-rata basis. The amount of aid that was disbursed or could have been disbursed for the payment period is multiplied by the percentage of scheduled clock hours up to the last date of attendance (date of withdrawal) divided by the clock hours in the payment period. Once the student has completed 60 percent of the payment period, the student has earned 100 percent of the assistance. If the amount earned is greater than the amount disbursed or could have been disbursed, the student may be eligible for a post-withdrawal disbursement. If a student is eligible for a post-withdrawal disbursement, the school will confirm with the student or parent in the case of a PLUS loan, that they want a portion or all of the post-withdrawal disbursement of the loan. If the amount earned is less than the amount disbursed or could have been disbursed, then the school and perhaps the student will be required to return Title IV funds back to the federal account(s). If the student is required to return loan funds (or the parent, in the case of a PLUS Loan), the student/parent must repay any unearned funds that the school did not return in accordance with the terms and conditions of the Master Promissory Note.

Federal Regulations require the return of Title IV funds in the following order: Unsubsidized loans, Subsidized loans, Plus loans, and Pell Grants. These returns will be made within thirty days from the date of determination.

In the case of a leave of absence, the refund shall not exceed thirty days from the date of documented return.

Under the Federal Regulations, once the Return of Title IV Funds policy has been applied, the school may then apply their Refund Policy and charge for unpaid portions of their schooling.

Official withdrawal: The student may provide official notification of intent to withdraw in writing to the registrar's department. The withdrawal date will be the date the student begins the school withdrawal process.

Unofficial withdrawal: students may be withdrawn from the school by the registrar's department if they fail to attend class for 14 consecutive calendar days. The withdrawal date will be the last day student attended.

Post-Withdrawal Disbursement:

If you did not receive all of the funds that you earned, you may be due a post-withdrawal disbursement.

- Grant funds must be disbursed within 45 days.
- If your post-withdrawal disbursement includes loan funds, they will be offered to you within 30 days.

Orion Institute must obtain your permission within 14 days in order to disburse the loan funds to you. You may choose to decline some or all of the loan funds so that you don't incur additional debt.

All post-withdrawal disbursements are applied to a student's account first towards outstanding tuition, fees, and room and board charges (as contracted with the school).

Financial aid withdrawal time frame

- A Return to Title IV calculation must be completed within 30 days.
- Grant funds must be disbursed within 45 days.
- Loan funds will be offered within 30 days and subject to permission within 14 days.
- If the R2T4 calculation results in a credit balance on the student's account, the credit balance will be disbursed as soon as possible but no later than 14 days after the calculation of R2T4.
- If the R2T4 calculation results in an amount to be returned that exceeds the school's portion, Orion Institute will return the amount to the federal programs on behalf of the student and the student must repay the funds to Orion Institute.

If a student earned more aid than was disbursed to them, the institution would owe the student a post-withdrawal disbursement which must be paid within 120 days of the student's withdrawal.

FINANCIAL AID

Financial aid is available for those who financially and/or academically qualify. Prospective students should begin this process as soon as possible to ensure their application gets processed in time. There are several financing opportunities students can explore, including through the U.S. Department of Education, WIA, BVR, veteran's benefits, or sometimes through their place of employment.

In addition to Federal aid programs, Orion Institute is an approved training provider for Ohio Workforce Investment Act (WIA) programs, the Bureau of Vocational Rehabilitation, and is approved by the state-approving agency for veteran's benefits. Information about eligibility requirements and application procedures for these programs are available from the agencies which administer them.

A limited number of institutional grants may be available from the Institute for students with extreme financial hardship and a demonstrated track record of academic excellence at Orion Institute. Applications for institutional grants are available from the Director.

APPLYING FOR AID

All students will have a personal consultation with the Student Financial Services Department to begin the financial aid process. Orion Institute strives to provide outstanding customer service by assisting students (with and parents, if appropriate) with the required paperwork.

Orion Institute is committed to assisting students in developing financial plans for their education. A variety of methods for meeting school expenses are available. To help select which methods best suit individual needs students are encouraged to fill out the Free Application for Federal Student Aid (FAFSA) found at www.fafsa.gov.

After Orion Institute has received the FAFSA, we will discuss the student's complete financial aid package (what aid is available and what is still needed). To the extent possible, a student's family is expected to contribute financially toward education. Self-help may include but is not limited to: cash or credit card payments directly to Orion Institute, part-time job earnings, assistance from outside agencies or other family members.

A student who does not need financial assistance will not be required to complete a FAFSA. Please contact our Student Financial Service Department to discuss payment options. Failure to submit the required paperwork within the requisite time period may result in a request for full payment of tuition and fees.

FINANCIAL ASSISTANCE

To help students pay for their education after high school, the United States Department of Education offers a variety of financial aid programs. Orion Institute's students are eligible to participate in the following programs:

1. Pell Grant Program
2. FSEOG
3. Federal Direct Student Loan Program
4. Federal Direct Subsidized Loans
5. Federal Direct Unsubsidized Stafford Loans
6. Federal Direct PLUS Loans for Parents
7. Veterans Educational Benefits

FINANCIAL ELIGIBILITY

The Pell grant and Subsidized Stafford Loan programs are need-based aid; students must have financial need to be eligible. Financial need is determined by subtracting the Expected Family Contribution (EFC, determined by the U.S. Department of Education from information provided on the FAFSA), from the Cost of Attendance, which includes both direct and indirect costs associated with attending Orion Institute.

Unsubsidized Stafford loans are not need-based and may be available to otherwise eligible students who do not demonstrate a financial need.

Through the PLUS Loan program, parents of dependent students may borrow up to the cost of attendance minus any other aid the student receives. Parents who wish to borrow through the PLUS Loan program need to complete a PLUS Loan Application and Promissory Note, available from the Student Financial Service office.

The Federal Supplemental Educational Opportunity Grant (FSEOG) is gift assistance funded by the Federal government and awarded by Orion Institute. The FSEOG is for undergraduates with exceptional financial need and low Expected Family Contribution (EFC). Priority consideration is given to students who receive the Federal Pell Grant, meet the deadline, and demonstrate the greatest financial need. Recipients must meet all the eligibility criteria required for receipt of Federal assistance, including Satisfactory Academic Progress (SAP).

In general, students are eligible for aid if they:

1. are enrolled at least half time as regular students in an eligible program;
2. are U.S. citizens or eligible non-citizens (i.e. permanent residents)
3. show that they meet the need requirements specified;
4. make satisfactory academic progress toward completing their course of study;
5. are not in default on a PERKINS (NDSL), STAFFORD (GSL), SLS or PLUS loan; and
6. do not owe a refund on a Pell Grant or SEOG.

Pell Grants

Pell Grants provide money to help undergraduates (who have not earned a Bachelor's Degree) pay for their education after high school. The Pell Grant Program is the largest of the Federal Student Aid Programs. Unlike loans, grants do not have to be paid back. For many students, these grants provide a "foundation" of financial aid, to which aid from other Federal and non-Federal sources may be added. The government requires any student applying for any type of financial aid program to complete a FAFSA. These forms are available at Orion Institute.

FEDERAL DIRECT LOAN PROGRAMS

Federal Direct Subsidized Loan Program

Under the Federal Direct Stafford Loan program, students can apply for a loan to help pay the cost of their tuition, books, supplies, fees and living expenses. Such loans are available through the Department of Education. Most students who use the loan program qualify for a "no-interest" provision while they are in school. This loan must be repaid.

The amount of money a student may borrow will depend on the results of the needs test but may not exceed \$3,500 per academic year (two semesters) for the first year of undergraduate study; \$4,500 per academic year for the second year of undergraduate study; \$5,500 for the 3rd and 4th year for students enrolled in an associate or bachelor's program. Students begin repaying the loan 6 months after they graduate or discontinue their studies. The minimum monthly payment is usually \$50. Repayment of these loans is usually completed in 10 years or less. When a student leaves school, the Department of Education contacts the student to establish a repayment schedule.

Students are required to notify the Student Financial Service Office and the Department of Education of any change in local or permanent address. More information is available from the Student Financial Service Office.

Federal Direct Unsubsidized Loan Program

A dependent undergraduate student may borrow up to a maximum of \$2,000 per academic year under this loan program. Independent borrowers may take up to a maximum of \$6,000 for the 1st and 2nd academic years. Independent borrowers who have successfully completed 1st and 2nd academic years may take up to a maximum of \$7,000 for 3rd academic year and beyond in undergraduate status. These loans must be repaid. Students begin paying interest on unsubsidized loans while attending school and are required to enter repayment on the principal balance of these loans six months after leaving school. More information is available from the Student Financial Services office.

Federal Direct PLUS Loans (PLUS) Program

Parents of dependent students (dependent by Federal definition) may borrow under a Federal student aid program called Federal Direct PLUS Loan Program (Federal Parent Loans to Undergraduate Students). This loan may not exceed the student's estimated cost of attendance minus any estimated financial assistance the student has been or will be awarded during the period of enrollment. The current interest rate for this program is 7.21 percent. Parent borrowers begin repayment within 30 days after the loan is issued. More information is available from the Student Financial Services Office.

Students may find additional information relating to the return of Title IV Funds by contacting the Federal Student Aid Information Center at 1-800-433-2143. TTY users may call 1-800-730-8913. Additional information is also available on the web at www.studentaid.ed.gov.

Veterans' Educational Benefits

If you are a veteran and will be using a benefit from the Veterans' Administration, you need to notify the Financial Service Department. In general, your VA application (regardless of benefit type) should be submitted by you electronically. You may submit your application before classes begin, but the school will not certify you before classes begin. The school will need a copy of your DD214 along with your acceptance letter (or certificate of eligibility) in order to certify you and initiate payment from the VA. *All students using VA Benefits must attend classes on campus.

VERIFICATION OF FINANCIAL AID INFORMATION

The Federal government will require some Federal student aid applicants to prove that what they have reported on their application is correct. Orion Institute requires financial aid applicants to submit the required documentation to verify their information before awarded aid is disbursed to them. As part of this process, students and their parents are required to submit a copy of their prior year's Federal Income Tax Transcript. Other documents may also be required. If the information or any of the documents conflict with what was reported on the application, students may be required to provide additional information. Failure to provide the required documentation may result in the loss or non-receipt of aid awarded.

PAYMENT OF TUITION

If a student has a balance with Orion Institute, after meeting with Student Financial Service Office, he/she will need to schedule tuition payments with the Student Financial Services which is handled through TFC Tuition (<https://www.tfcstudentinfo.com/UserAccount/Login> or 800-872-9832). Once these tuition payments have been arranged, the student is expected to make payments on time. If the student does not comply with tuition payment arrangements and requirements, he/she may be terminated.

Late Payment Fee: Beginning on the first business day past the tuition due date, late charges are \$5 per business day unless arrangements have been made with the Director prior to the due date. Students are responsible for knowing when tuition is due and the amount due. Students will not graduate until all money owed, including any late fees, is paid in full.

Returned Check Fee: \$35 per check. If the school receives a returned check from a student more than once, the school will no longer accept checks from the student and s/he will need to pay with cash or money orders for all future payments to Orion Institute

TUITION & FEES

Program	Tuition	Book(s) & Tech Fee	Uniforms/MT Kit	Total Cost
Massage Therapy	\$12,600	\$900	\$250	\$13,750
Medical Massage Therapy	\$14,500	\$900	\$250	\$15,650

**** Additional Fees: \$150 Graduation Participation**

FINANCIAL AID STANDARDS FOR SATISFACTORY ACADEMIC PROGRESS- MASSAGE THERAPY AND MEDICAL MASSAGE THERAPY PROGRAMS

Federal regulations (34 CFR 668.34) require all students receiving Federal Title IV Financial Aid funds maintain Satisfactory Academic Progress (SAP) while in the pursuit of their diploma or degree. There are qualitative and quantitative standards in measuring progress, all of which are outlined below. These standards consider cumulative grade point average, scheduled, attempted, completed clock hours, and “pace of completion” in determining whether a student maintains aid eligibility. A student’s entire academic history is considered, whether or not the student received federal aid. The standards in this document are separate and distinct from the Academic Progress policy outlined in the School Catalog.

Three standards are used to measure SAP for federal financial aid. There are qualitative and quantitative standards used to measure progress as outlined below :

- Cumulative Grade Point Average (CGPA):
Cumulative Grade Point Average (CGPA) is determined by dividing the sum of all Numerical Grades by the number of completed courses. CGPA will be calculated at each evaluation point and includes all work completed in the program.

Successful completion of a course requires a grade of 70% or higher. Grade indicators of “I” (Incomplete) are not considered successful completion. Numerical grades of less than 70% are included in the calculation of the CGPA. Grade indicators of “I” carry a numerical grade of 0% and are included in the calculation of the CGPA. A grade indicator of “W” (Withdrawal) is not considered a successful completion of a course and is not calculated in the CGPA. A grade of “T” (Transfer Credit) will not be included in the calculation of CGPA. Although repeated courses will count towards clock hours attempted, the higher of the two grades earned will be used in the CGPA calculation.

- Pace of Completion

The pace of completion is calculated by dividing the number of clock hours completed by the number of clock hours attempted in a program. To retain financial aid eligibility, a student must maintain pace of completion as outlined in the Evaluation Point section of this policy. All hours attempted, including repeated courses, will apply towards Pace of Completion including courses resulting in an “F,” “I,” “T,” or “W.” Grades of “A,” “B,” “C,” and “F” are considered attempted and earned.

- Maximum Time Frame (MTF):

All students must complete their program in a period not to exceed 150% of the published length of the program as measured in clock hours. All hours attempted, including repeated courses, will apply towards the Maximum Time Frame to complete the program including courses resulting in an “F,” “I,” “T,” or “W”. Grades of A, B, C, and F are considered attempted and earned.

For example,

Students in the Massage Therapy or Medical Massage Therapy programs will have a maximum of 150% of the normally allotted scheduled calendar time to complete their program of study (1080 attempted hours and 60 weeks for Massage Therapy, 1350 attempted hours and 75 weeks for Medical Massage Therapy). Maximum Time Frame is measured in hours attempted. A grade of F or grade indicators of I (Incomplete) or W (Withdrawal) are considered attempted hours and are included when calculating Maximum Time Frame. If it is determined a student will not be able to complete the program within the maximum timeframe, the student will no longer be eligible for Title IV funds. Students are allowed a maximum of 2 retakes during the course of the program. Only successfully completed hours (passing grade) are counted toward reaching the midpoint of the program for SAP evaluation and awarding of the second disbursement of funds, but all attempted hours (pass or fail) are counted toward the Maximum Time Frame.

Evaluation Points:

Satisfactory Academic Progress evaluation takes place at the end of each payment period as outlined below. A student is not allowed to continue into additional courses and will not receive the second disbursement of their Federal Student Aid until the student has passed their required courses and completed both one-half the clock hours and one-half of the calendar weeks in the program.

- Massage Therapy Program: 720 Clock Hours / 40 weeks of actual attendance.
 - 1st payment period 360 hours / 20 weeks of actual attendance. (-10% Excused Absence)
 - 2nd payment period 360 hours / 20 weeks of actual attendance. (-10% Excused Absence)

- Medical Massage Therapy, 1st Academic Year 900 Clock Hours / 50 weeks of actual attendance.
 - 1st payment period 450 hours/ 25 weeks of actual attendance. (-10% Excused Absence)
 - 2nd payment period 450 hours/ 25 weeks of actual attendance. (-10% Excused Absence)

Financial Aid Warning

Financial Aid Warning may be assigned at the end of each Evaluation Point if a student fails to meet Pace of Completion or Minimum CGPA. Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning and considered to be making satisfactory academic progress during the warning period which is until the next evaluation period.

- The student is notified they are being placed on Financial Aid Warning.
- During the Financial Aid Warning period, a student may continue to receive federal aid funds during the warning period which is the next Evaluation Point.

Financial Aid Suspension

Financial Aid Suspension is assigned when a student fails to make SAP at the end of the Financial Aid Warning period. A student on Financial Aid Suspension is no longer eligible to receive federal aid funds. The student is notified prior to the start of their next scheduled courses that unless an appeal is submitted and granted the student will not be eligible for federal aid funds.

- *Financial Aid Suspension may be appealed to the Office of Financial Aid (See Appeal Process below).*

A student may be removed from Financial Aid Suspension after successfully appealing, at which point, the student will be placed on Financial Aid Probation and have eligibility reinstated for one additional payment period.

Financial Aid Probation

Financial Aid Probation is assigned to a student who successfully appeals Financial Aid Suspension and has eligibility for aid reinstated for one additional payment period (Appeal Process follows below). To regain eligibility after that, the student must meet SAP or the requirements of the approved Academic Plan.

Academic Plan

An Academic Plan will be developed in conjunction with the successful appeal of Financial Aid Suspension, which, if followed, will allow the student to meet SAP standards by the agreed upon date (usually the next evaluation point). This plan is developed with the Campus Director or Designee, in consultation with the Financial Aid Director and the student.

Appeal Process

The loss of financial aid eligibility due to Financial Aid Suspension may be appealed if extenuating circumstances interfered with the student's ability to meet satisfactory academic progress. An appeal is a process by which a student who did not meet satisfactory academic progress after a financial aid warning petitions the college for reconsideration of eligibility for federal funds.

To appeal the loss of financial aid, a student must submit a SAP Appeal Form explaining the extenuating circumstances along with supporting documentation which affected the student's academic progress (this form may be obtained from the Financial Aid Office).

Extenuating circumstances include:

- Prolonged illness, medical condition, or injury to student or **immediate** family member
- Death of an **immediate** family member
- Significant trauma in the student's life which has impaired the student's emotional and/or physical health
- Unforeseen and/or extenuating circumstances beyond the student's control

The letter must include the following information:

- The circumstances and how the circumstances affected academic performance.
- Include dates and time periods involved.
- Explain how the situation has changed and the steps planned to resolve the circumstances and improve academic performance
- Physicians' letters and hospital records (must include dates of illness and recovery time).
- Death certificate or obituary.
- Court or police documents.
- Letters from third party professionals on their letterhead.

Appeal Decisions

- All appeal decisions are final and only affect the student's eligibility for federal financial aid.
- The Campus Director or Designee will advise the student of the decision.
- Appeals are only approved for one Evaluation Period.
- Academic Plans are reviewed after each Evaluation Point.
- If student is progressing according to the Academic Plan, a new appeal is not required.
- If an appeal is granted, financial aid will be awarded on a probationary basis during the evaluation period.
- Students requesting consideration for reinstatement of their eligibility for financial aid through an appeal will be notified of the decision in time to attend classes in the subsequent term. Terms and conditions of appeal approval will be included in the decision notice.

ACADEMIC POLICIES

ATTENDANCE FOR MASSAGE THERAPY PROGRAM

Attendance is mandatory for all classes, clinic times, field experiences, and chosen electives. Attendance is recorded at the beginning of each class and will become a part of the permanent file of each student. A student arriving after class has begun will be considered tardy. The minutes and/or hours missed from a class, need to be made up to reach the full 720 set clock hours. Students are responsible for all material covered, assignments, handouts, and announcements from any missed classes. It is mandatory for a student to make up his/her missed class. A made-up class is still recorded as an absence. Dismissal from the program due to excess absences, as determined by the Institute in its sole discretion, is possible. A student who does not attend classes for a period of fourteen (14) consecutive calendar days is withdrawn except under extraordinary cases.

Students are allowed three (3) absences per term, or a total of twelve (12) absences per academic year, excluding extenuating circumstances as evaluated by the Director. It is advisable upon returning, the student provide proper documentation to the Director and meet with the Director if documentation cannot be provided. *(Military Veteran students will be dismissed after 8 absences per academic year, excluding extenuating circumstances, as evaluated by the Director of Education.)*

**All students using VA Benefits must attend classes on campus.*

MAKE UP POLICY FOR MASSAGE THERAPY PROGRAM

All absences must be made up. Failure to make up a class before the end of that term will result in a grade of Incomplete. The make-up class must be in the same subject (e.g. If a student missed a class in an Anatomy & Physiology subject, the student would be allowed to make up only class time in another Anatomy & Physiology subject, not a different subject). In addition, the student is still obligated to complete the work in the subject which was missed. Students may make up time by attending a class in the same subject at another scheduled time or by completing a project assigned by the instructor or school official.

Students are responsible for arranging make-up quizzes or tests with the instructor, and make-ups cannot occur during regularly scheduled class time.

Students scheduled for a make-up quiz or test may be given a different one from the one missed, and the make-up exam may be different. If a quiz, test or assignment is not made up within 10 days, the instructor reserves the right to give the student a zero for such quiz, test, or assignment. If a student is absent for a massage class in 1st or 2nd term, the absence is expected to be made up in a massage class **within a 2-week time frame from the absence**. Students are responsible for scheduling their makeup classes with their instructor. If a student is absent for a massage class in 3rd or 4th term, the absence must be made up as a student massage clinic **within a 2-week**

time frame from the absence. Students are responsible for scheduling their makeup clinics with the front desk with signed approval from their teacher(s) on the make-up form.

There are no make-ups permitted for mid-term and final exams unless the student provides the following documentation immediately upon return: note from a physician due to an illness, documentation for a death in the immediate family, or notice for an appearance in court. There may be certain circumstances which may be taken into consideration by the Director.

LEAVE OF ABSENCE/ITR

A leave of absence is a series of unforeseen absences which prohibit a student from attending class. Requests for a leave of absence must be made in writing to the Director of Education by completing a Leave of Absence Form and the student will need to provide any necessary documentation required by the Institute. A student requesting a leave of absence must be in school for at least 30 days from the first day of class and be in good academic standing. A leave of absence period may not exceed 180 days within any 12-month period. The Director of Education will determine when the student may re-enter the program based on the material and the days missed. Failure to return to the program at the time specified by the Director of Education may result in termination from the program.

REPEATING A COURSE

If a student fails a course, then the student must repeat the course and is responsible for paying the tuition on the first day of class (see policy on tuition and fees). If a student received financial aid for the previous failed term, then s/he will be on financial aid probation (refer to the Financial Aid Handbook) until the end of the repeated term. Therefore, such student is responsible for paying for the repeated term on the first day of class of such term. If such student passes the repeated term, financial aid may be awarded for the repeated term. (See our financial aid administrator for details as the availability of aid for each student may be different.)

TRANSFERS

Orion Institute may consider a transfer of clock hours from a massage school approved by the State Medical Board of Ohio or from an accredited college or university. Orion Institute may also consider a transfer of credit hours from an accredited college or university. The coursework taken at such institutions must have been within the past five years and must be determined by the Director of Education to be applicable to the transferring program at the Institute.

All clock hours or credit hours which transfer will be considered when calculating the GPA and maximum time frame to evaluate satisfactory academic progress. Attempted clock hours or credit.

hours and grades earned which do not count towards the program of study at Orion Institute will not be included in the calculation of academic progress.

Transfers will only be considered for courses for which the student received at least 70% or above as a grade. At least 25% of the coursework must be completed at Orion Institute. Furthermore, the Institute reserves the rights to require a higher percentage, as well as to test applicants, or have them successfully pass a final examination administered by the Institute for consideration of transfer of hours.

TRANSCRIPTS

Upon successful completion of the program, an official transcript will be issued to the graduate at no charge. Additional transcripts will only be released with written permission from a graduate completing the Transcript Release Form. The fee is \$5.00 per transcript, paid in advance. Once those conditions have been met, transcripts will be mailed within two weeks to the designated party on the Transcript Release Form.

* The Institution maintains records of grades and transcripts for a minimum of three years

Awarded Credentials

Upon successful completion of the program, the school awards the student a credential as follows:

- Massage Therapy Diploma
- Medical Massage Therapy Diploma

GRADING

Students are evaluated according to their performances on homework, presentations, projects, labs, class participation, quizzes, tests, field experience, and clinical work.

In order to graduate from Orion Institute, a Massage Therapy student must have a minimum of 60% passing grade in all courses. Instructors will calculate mid-term grades. Any Massage Therapy student who has a grade below 65% at mid-term will receive academic advising to warn them they be at risk of maintaining satisfactory academic progress. At the end of the term, if the student still has a grade below 60%, the student will have to repeat the course and will need to pay additional tuition to repeat the class. The grade the student receives in the passed course is the grade recorded on the academic transcript.

If a student does not pass a course which is a prerequisite to another course, s/he cannot continue on to the next course until s/he re-takes the failed course and receives at least a passing grade in the class. Students can re-take the class on a space-available basis only. Students should be advised the class they need to repeat may not be immediately available, and

they will be responsible for paying the current fees for such class.

Students are allowed to repeat courses as required by the Institution due to academic problems or course withdrawal. No course may be repeated more than twice and only as scheduling allows. Students who fail the same course three times will be academically dismissed. However, all repeated courses will count towards the number of clock hours attempted and will only be allowed if repeating them will not cause the clock hours attempted to exceed 1.5 times the normal program length. In the event a student receives a passing grade in a repeated course, only the passing grade will be used when calculating the GPA.

MASSAGE THERAPY & MEDICAL MASSAGE THERAPY GRADING SCALE

Description	Included in Credits Earned	Included in Credits Attempted	Included in CGPA	Letter Grade	Grade (Quality) Points	Percentage Reflected / Required
Exemplary	Yes	Yes	Yes	A	4.00	90% - 100%
Above Average	Yes	Yes	Yes	B	3.00 – 3.99	80% - 89%
Average	Yes	Yes	Yes	C	2.00 – 2.99	70% - 79.9%
Below Average	Yes	Yes	Yes	D	1.00 – 1.99	60% - 69.9%
Failing	No	Yes	Yes	F	0.00	0% - 59.9%
Incomplete	No	Yes	Yes	I	0.00	N/A
Withdrawn	No	Yes	No	W	N/A	N/A
Transfer	Yes	Yes	No	T	N/A	N/A
Repeated Course	Yes	Yes	No	R	N/A	N/A
Leave of Absence	No	No	No	LOA	N/A	N/a

The quality points earned in each course are computed by multiplying the number of clock hours for the course by the final grade achieved. The Grade Point Average (GPA) is computed by adding the quality points earned in all courses during the term and dividing this sum by the total number of lock hours for the term. The Cumulative Grade Point Average (CGPA) is the total quality points divided by the total clock hours for all terms to date. Both GPAs are based only on grade points earned in the present program of training.

Evaluation Methods

Students will be evaluated by some or all the elements below depending upon course:

- Clinics
- Examinations/Quizzes
- Homework
- Participation
- Discussions
- Simulated Textbook Activities and Assessments

- Projects
- Professionalism/Decorum
- Papers

INCOMPLETE GRADES

All course requirements must be completed by the last day of the term or term. However, if a student has mitigating circumstances which prevent the student from completing the course requirements by the end of the term or term, a grade of “I” (Incomplete) may be given. A grade of incomplete is given at the instructor’s discretion and approval by the School Director.

Incomplete work (and relevant clock hours) for all courses are expected to be completed by the end of the second week of the following term or term. If the student does not complete the required coursework, assignments and tests by the deadline, they will receive a grade of ”F”, (“0 grade point”) for the final grade for the course, excluding extenuating circumstances as determined by the Director of Education.

For the purposes of measuring satisfactory academic progress, incompletes will be included in the calculation of the GPA at the end of the term of training in which the “I” grade was given. If the student completes the required make up work by the respective deadline and receives a new grade for the course which had the “I” grade, academic progress will be re-evaluated at the time the new grade is issued to determine if academic progress is now being maintained. If an “I” grade has not been resolved within two weeks after the current term ends, the “I” grade will be changed to an “F” grade.

STANDARDS OF SATISFACTORY ACADEMIC PROGRESS

Satisfactory Academic Progress - Academic Policy Massage Therapy and Medical Massage Therapy Programs

Federal law requires all post-secondary colleges to publish their Standards of Academic Progress Policy and ensure the policy applies to both recipients and non-recipients of federal financial assistance.

Through the implementation of this policy the college monitors the academic progress of all students towards the completion of their program. This process is enforced with all other institutional policies and procedures. Satisfactory Academic Progress (SAP) standards apply to all students who attend Orion Institute.

Three standards are used to measure Satisfactory Academic Progress. There are qualitative and quantitative standards used to measure progress as outlined below:

- Cumulative Grade Point Average (CGPA):

Cumulative Grade Point Average (CGPA) is determined by dividing the sum of all Numerical Grades by the number of completed courses. CGPA will be calculated at each evaluation point and includes all work completed in the program.

Successful completion of a course requires a grade of 70% or higher. Grade indicators of “I” (Incomplete) are not considered successful completion. Numerical grades of less than 70% are included in the calculation of the CGPA. Grade indicators of “I” carry a numerical grade of 0% and are included in the calculation of the CGPA. A grade indicator of “W” (Withdrawal) is not considered a successful completion of a course and is not calculated in the CGPA. A grade of “T” (Transfer Credit) will not be included in the calculation of CGPA. Although repeated courses will count towards clock hours attempted, the higher of the two grades earned will be used in the CGPA calculation.

- **Pace of Completion**

The pace of completion is calculated by dividing the number of clock hours completed by the number of clock hours attempted in a program. To retain financial aid eligibility, a student must maintain pace of completion as outlined in the Evaluation Point section of this policy. All hours attempted, including repeated courses, will apply towards Pace of Completion including courses resulting in an “F,” “I,” “T,” or “W.” Grades of “A,” “B,” “C,” and “F” are considered attempted and earned.

- **Maximum Time Frame (MTF):**

All students must complete their program in a period not to exceed 150% of the published length of the program as measured in clock hours. All hours attempted, including repeated courses, will apply towards the Maximum Time Frame to complete the program including courses resulting in an “F,” “I,” “T,” or “W”. Grades of A, B, C, and F are considered attempted and earned.

For example,

Students in the Massage Therapy or Medical Massage Therapy programs will have a maximum of 150% of the normally allotted scheduled calendar time to complete their program of study (1080 attempted hours and 60 weeks for Massage Therapy, 1350 attempted hours and 75 weeks for Medical Massage Therapy). Maximum Time Frame is measured in hours attempted. A grade of F or grade indicators of I (Incomplete) or W (Withdrawal) are considered attempted hours and are included when calculating Maximum Time Frame. If it is determined a student will not be able to complete the program within the maximum timeframe, the student will no longer be eligible for Title IV funds. Students are allowed a maximum of 2 retakes during the course of the program. Only successfully completed hours (passing grade) are counted toward reaching the midpoint of the program for SAP evaluation and awarding of the second disbursement of funds, but all attempted hours (pass or fail) are counted toward the Maximum Time Frame.

- **Evaluation Points:**

For students enrolled in Massage Therapy and Medical Massage Therapy programs, academic performance is reviewed at the end of each grading period. Any course failed must be repeated before the student can continue to the next portion of the program. Therefore, Orion Institute is monitoring academic progress on a regular and consistent basis.

Satisfactory Academic Progress evaluation takes place at the end of each payment period which is 2 terms. A student is not allowed to continue in the next term and will not receive the second disbursement of their Federal Student Aid until the student has passed their required courses and completed both one-half the clock hours and one-half of the calendar weeks in the program.

- Massage Therapy Program: 720 Clock Hours / 40 weeks of actual attendance.
 - 1st payment period 360 hours / 20 weeks of actual attendance. (-10% Excused Absence)
 - 2nd payment period 360 hours / 20 weeks of actual attendance. (-10% Excused Absence)
- Medical Massage Therapy, 1st Academic Year 900 Clock Hours / 50 weeks of actual attendance.
 - 1st payment period 450 hours/ 25 weeks of actual attendance. (-10% Excused Absence)
 - 2nd payment period 450 hours/ 25 weeks of actual attendance. (-10% Excused Absence)

If a student has not completed 67% of the total clock hours attempted and/or a cumulative grade percentage of 70% or higher, the student may be placed on Academic Probation for the following term. At the end of the term on probation, if the student has not completed 67% of the total clock hours attempted with a cumulative grade percentage of 70% or higher, the student may be dismissed from the program.

Academic Probation:

Students failing to earn the minimum rate of progress or minimum CGPA at an Evaluation Point will be placed on Academic Probation. The student will be informed in writing of being placed on Academic Probation. Academic Probation will continue for the next term of training.

A student placed on Academic Probation will be issued a Financial Aid Warning. Students who have been issued a Financial Aid Warning will remain eligible for financial aid for one term.

At the next Evaluation Point, a calculation will occur to determine if SAP has been made. Depending on the outcome of that calculation, the student may either be reinstated to good academic standing and therefore maintain financial aid eligibility or be academically dismissed (See Academic Dismissal).

Academic Dismissal:

If a student on Academic Probation fails to make SAP by the end of the term, the student will be dismissed. This action may be appealed. If the college determines the student will be able to obtain the required 2.0 CGPA by the end of the maximum time frame (1.5 times the normal program length) an Extended Academic Probation may be granted.

If at any time the college determines the student will not be able to obtain the required 70% CGPA by the end of the Maximum Time Frame (1.5 times the normal program length), the student may not be allowed to reapply to the same program. A student who has been academically dismissed may reapply and enroll in a different program. Only those courses which apply to the new program will be calculated in the Maximum Time Frame and the CGPA.

Appeal of Academic Dismissal/ Extended Academic Probation:

Students who are academically dismissed for not meeting Satisfactory Academic Progress after a term on Academic Probation may appeal for an Extended Academic Probation on the basis of an injury or illness, death of a relative, or other special circumstances (see Extenuating Circumstances in the Student Financial Services section of this catalog). The appeal must explain why the student failed to make Satisfactory Academic Progress and what has changed which will enable the student to make Satisfactory Academic Progress by the next evaluation point.

If the college determines, based on the appeal, the student should be able to meet the SAP standards by the end of the subsequent term under Extended Academic Probation, the student will be placed on Financial Aid Probation and an Academic Plan will be required. Eligibility for financial aid will be reinstated for one additional term.

If a student is granted an Extended Academic Probation, financial aid eligibility is reinstated for one term. If the student does not meet SAP by the end of that term, the student will be dismissed from the college. Appeals after an Extended Academic Probation are not permitted.

In order to be placed on Extended Academic Probation, the student must have earned clock hours and CGPA necessary to continue progress towards completing their academic program within the maximum timeframe.

A student on Extended Academic Probation who has agreed to an Academic Plan as outlined above, will return to good academic standing by meeting the minimum rate of progress and minimum CGPA at the agreed upon evaluation point.

Academic Plan

An Academic Plan will be developed for a student appealing Academic Dismissal which, if followed, will allow the student to be able to meet SAP standards by an agreed upon date (usually the next evaluation point). This plan is developed with the Campus Director or Designee, in consultation with the Financial Aid Director and the student.

How Repeated Coursework Effects CGPA and Rate of Progress

If a student is required to repeat a course, both the first and second attempt are included in the calculation of credits attempted and will remain on the Academic Transcript. However, only the higher of the two grades will be used in calculation of the Cumulative Grade Point Average. If the course is failed a second time, the student will be dismissed from the program and would have to appeal in accordance with the Appeal Process outlined in the Satisfactory Academic Progress Policy to request a third and final attempt.

Third attempts are not typically granted and only in accordance with Satisfactory Academic Progress.

If a student fails a course/term, then the student must repeat the course/term and is responsible for paying the tuition on the first day of class (see policy on tuition and fees).

AMERICAN DISABILITIES ACT COMPLIANCE

Orion Institute does not discriminate against persons with disabilities who can satisfy the Orion Institute requirements and recognizes such person's right to participate in or benefit from the educational programs offered by Orion Institute. When necessary, Orion Institute will make reasonable accommodations to enable students to participate in the programs offered by the Institute.

If an applicant or current student has a disability that might require an accommodation, written notice must be given to the Campus Director so that the disability can be evaluated and reasonable methods for accommodating the disability can be investigated and developed. While Orion Institute will make an effort to accommodate all disabilities, certain disabilities may not be capable of a reasonable accommodation.

Applicants for admission should notify their admissions representative of their disability and immediately schedule a meeting with the Campus Director. The Campus Director will assist them in having their disability evaluated and in determining what reasonable accommodations can be made to enable them to participate in the programs offered by Orion Institute.

Some accommodations may take time to implement, and thus, applicants must give Orion Institute notice of their disability sufficiently in advance of their selected start date to enable Orion Institute to provide a timely accommodation. If Orion Institute does not receive sufficient

advance notice of a disability, the applicant's start date may be delayed.

Students who have been attending classes and subsequently need to have a disability to accommodate must notify the Director at Orion Institute and schedule a meeting with the Campus Director. The Campus Director will assist them in having their disability evaluated and in determining what reasonable accommodations can be made to enable them to continue to participate in the programs offered by Orion Institute. Some accommodations take time to implement, and thus, students must give Orion Institute notice sufficiently in advance of the date when an accommodation needs to be made to enable Orion Institute to make an accommodation to meet the student's needs and avoid the interruption of their participation in a program.

Orion Institute has certain facilities and services available to enable disabled individuals who are otherwise qualified for admission to Orion Institute to participate in Orion Institute's educational programs. The facilities physical accommodations for disabled students include, but are not limited to: disabled student parking, wheelchair ramps for access to the facility, accessibility for disabled students to classrooms, laboratories, the Learning Resource Center, student break rooms, restrooms and support services areas at Orion Institute. If (a training location) the campus has multiple floors either an elevator will be available, or classes will be taught on floors accessible by disabled students or some other accommodations will be made.

A student who is unsatisfied with the determination made by Orion Institute for reasonable accommodations and has been unable to resolve the issue through an informal discussion with the Director of Education and/or Campus Director, has the right to appeal the decision. The following steps should be followed to complete the appeal process and file a formal complaint.

The complaint must be submitted in person, by US mail, or by fax to the Campus Director of Orion Institute. Complaints may not be submitted by e-mail. The appeal must be submitted fourteen (14) days of the receipt of the decision. The Campus Director's decision is final. Any of the above stated deadlines may be extended for good cause. The request for extension must also be provided in writing.

The submission must include:

1. Student's name, address, e-mail and phone number
2. Date of the complaint
3. A full description of the problem
4. A full description of the efforts that have been made to resolve the issue informally
5. A statement of the remedy requested.

STUDENT CONDUCT POLICY

Orion Institute (Orion) provides opportunities for students to learn occupational skills, acquire knowledge, and enrich their personal lives. Like all educational communities, Orion relies on the goodwill and integrity of its students in the furtherance of these goals. The school expects its students to conduct themselves as dedicated, mature, and responsible members of this community, and to contribute toward the achievement of both personal and institutional goals during their tenure at Orion.

Indeed, without such cooperation and support, the school cannot perform its mission. For the school, it is important and necessary for the conduct of students be governed by a clear and reasonable set of standards which are fairly and equitably enforced.

Students are responsible for both familiarizing themselves and complying with the standards of conduct. Students, who after being afforded due process, are found to have any of the following offences, may be subject to disciplinary action.

The following rules are therefore intended as minimal guidelines in prohibiting acts which are clearly inconsistent with the purpose and/or efficient functioning of the school.

On-campus conduct for which students are subject to discipline includes:

1. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the School.
2. Forgery, alteration or misuse of school documents, records, or identification.
3. Obstruction or disruption of the teaching/learning process, administration, disciplinary procedures or other school activities.
4. Physical abuse of or action which threatens the health or safety of any person on school-owned or controlled property or at school-sponsored functions.
5. Theft of, misuse of, or damage to any property.
6. Unauthorized entry to or use of school facilities; unauthorized use of school equipment, property, or supplies.
7. Manufacture, possession, control, sale, transmission, or use of substances in violation of state or federal laws. (The school has the policy of full cooperation with law enforcement agencies in such cases.)
8. Disorderly, indecent, or obscene conduct on school-owned or controlled property or at school-sponsored functions.
9. Abuse or unauthorized use of alcohol.
10. Conducting any act by another student which violates school policy.
11. Unauthorized representation or contracting in the name of Orion. (A student may not claim to be an official representative of the school for any commercial purpose.)
12. Verbal or written communication which threatens, or unlawfully exposes any individual or group to hatred, contempt, or ridicule, and thereby injures the person, property, or reputation of another.
13. Sexual harassment will not be tolerated. Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical

harassment of a sexual nature, including rape. Orion complies with the Title IX, VAWA/Campus SaVE Act.

14. Dress which fails to meet the established safety or health standards in specific classes and on school-owned or controlled property or at school-sponsored activities.
15. Possession of weapons, fireworks, or explosives. (Weapons are defined as firearms, knives, explosives, inflammable materials, or any other items which may cause bodily injury or damage to property.)
16. Failure to comply with directions of school officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.

Orion complies with the Cleary (Campus Security) Act and publishes its Crime Awareness and Campus Security report on its disclosures page on its website. Note: Orion Institute does not maintain a public crime log due to not having a campus police or security department and does not report on completion or graduation rates for student athletics as Orion neither offers athletics nor has an athletic department.

The Campus Director, Director of Education, or their designee, hereinafter referred to as the “Administrator”, will oversee and enforce the student code of conduct. Any violation of an Orion rule or policy may serve as a basis for one of the following actions:

- As a first step, a violation will be reported to the Administrator who will determine what, if any, disciplinary action is appropriate.
- The Administrator may temporarily suspend a student pending an investigation when the student’s continued presence might endanger the student or others.

If the Administrator determines sanctions are appropriate, disciplinary action will occur according to the institution’s published academic policies and procedures. In addition, the Administrator may suggest the student contact appropriate law enforcement authorities. The “accuser” and “accused” are entitled to having others present during a disciplinary proceeding.

STUDENT INTERNET AND EMAIL POLICY

Electronic information research skills are now fundamental to preparation of future employees. Access to the Internet and email enables students to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world.

Students utilizing Orion provided Internet and email access must first have the permission of an Orion instructor or staff member. Students utilizing school-provided Internet and email access are responsible for good behavior on-line just as they are in a classroom or other area of the school. The same general rules for behavior and communications apply.

The purpose of school-provided Internet and email access is to facilitate communications in support of research and education. To remain eligible as users, students' use must be in support

of and consistent with the educational objectives of the Orion Institute. Access is a privilege, not a right. Access entails responsibility. Administrators and faculty may review files and messages to maintain system integrity and insure users are acting responsibly. The following uses of school- provided Internet access OR email are not permitted:

- a) to access, upload, download, or distribute pornographic, obscene, or sexually explicit material;
- b) to transmit obscene, abusive, sexually explicit, or threatening language;
- c) to violate any local, state, or federal statute;
- d) to vandalize, damage, or disable the property of another individual or organization;
- e) to access another individual's materials, information, or files without permission; and,
- f) to violate copyright or otherwise use the intellectual property of another individual or organization without permission.

Any violation of Orion policy and rules may result in loss of school-provided access to the Internet or e-mail. Additional disciplinary action may be determined in keeping with existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

Orion makes no warranties of any kind, neither expressed nor implied, for the Internet and email access it is providing. Orion will not be responsible for any damages users suffer, including--but not limited to--loss of data resulting from delays or interruptions in service.

Orion will not be responsible for the accuracy, nature, or quality of information stored on Orion diskettes, hard drives, or servers; nor for the accuracy, nature, or quality of information gathered through school-provided Internet access. Orion will not be responsible for personal property used to access school computers or networks or for school-provided Internet and email access. Orion will not be responsible for unauthorized financial obligations resulting from school-provided access to the Internet and email.

While Orion's intent is to make Internet and email access available in order to further educational goals and objectives, students may find ways to access other materials as well. Should the school institute technical methods or systems to regulate students' Internet and email access, those methods could not guarantee compliance with the school's acceptable use policy. Orion believes the benefits to students of access to the Internet and email exceed any disadvantages. Ultimately; however, students are responsible themselves for abiding by the standards set forth in this policy when using media and information sources. NOTICE: This policy and all its provisions are subordinate to local, state, and federal statutes.

CIVIL AND CRIMINAL PENALTIES FOR VIOLATION OF FEDERAL COPYRIGHT LAWS

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at www.copyright.gov.

TERMINATION POLICY

A student may be terminated for

1. Unsatisfactory progress
2. Being under the influence of or in possession of intoxicating drinks or drugs while on school property*
3. Operating equipment in such a manner where life or property is endangered
4. Gambling on school property
5. Insubordination and/or intolerable conduct
6. Willful abuse of equipment
7. Excessive absenteeism
8. A student who does not attend classes for a period of fourteen (14) consecutive calendar days is withdrawn except under extraordinary cases.
9. Violation of any local, state or federal law on school property
10. Disregarding published school rules, regulation sand/or policies
11. Cheating on tests or examinations
12. Failure to make payment due dates
13. If after being on academic warning, failure to make satisfactory academic progress by the next evaluation point or if the school determines the student will not be able to obtain the required 2.0 CGPA by the end of the maximum time frame (1.5 times the normal program length).

Any student who is being considered for termination will normally receive a verbal warning followed by a written warning, administered by a School Official. However, if an incident is determined to be serious enough to threaten the safety and wellbeing of the community, the school reserves the right to move directly to termination without issuing a written warning.

The student will have a hearing with a School Official at the time of a written warning, and at that time a determination will be made as to whether it is feasible for the student to continue his/her education. All records of written warnings or termination will become part of the student's file.

**Refer to Orion's Policy on Drug and Alcohol for greater detail.*

GRIEVANCE PROCEDURE

Student concerns or complaints should first be brought to the attention of the instructor, then the Program Lead. Complaints not satisfactorily resolved at this level should be submitted in writing to the school Director. The Director will respond within seven business days to the student. After response from the Director, if a student does not feel the school has adequately addressed a complaint or concern, the student may forward the complaint to the Orion Institute Director of Operations and Finance, Jennifer Williams at Jwilliams@OI.edu or calling (567) 331-2112.

After response from the Director of Operations and Finance, if a student does not feel the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints reviewed by the Commission must be in written form, and should grant permission for the Commission to forward a copy of the complaint to the school for response. This can be accomplished by filing the ACCSC complaint form. The Commission will keep the complainant(s) informed as to the status of the complaint as well as the final resolution. Please direct all inquiries to:

Accrediting Commission of Career Schools & Colleges 2101

Wilson Boulevard, Suite 302

Arlington, VA 22201

(703) 247-4212

www.accsc.org | complaints@accsc.org

A copy of the ACCSC Complaint Form is available at the school and may be obtained by contacting the School Director or online at www.accsc.org.

Students may also direct concerns to the Ohio State Board of Career Colleges and Schools 30 E. Broad Street, Suite 2481, Columbus, Ohio 43215, (614) 466-2752.

BOARD MEMBERS

Troy Harris, President/CEO

Patricia McCracken

Gary Cesaro

Katherine Weed

ADMINISTRATION

Jennifer Williams

Director of Operations

Darnell Williams

Director of Marketing & Finance

Ashley Hirzel

Program Director

Marcus Santiago

Director of Admissions

Cheryl Hammond

Business Office Manager

Jalayah Wiggins

Director of Student Services

Harmonee Burton

Career Services Advisor

Raegan Delgado

Front Desk

FACULTY

Dr. Jason Jakubas

Alexis Meinke

Dr. Emily Gaudet

Ashley Hirzel

Dr. Allen Beck

Kristen Tyree Sims

Sarah Willford

Paige

Sarah Rodarte

Wielderholden

Dr. Julia Shorts

Megan Bellis

Amy Young

Nancy Comeau

ACADEMIC CALENDAR

2025/2026

Program	Massage Therapy	Medical Massage Therapy
Start Date	Grad Date	Grad Date
01/13/2025	10/15/2025	Not Enrolling
03/24/2025	01/25/2026	Not Enrolling
04/28/2025	02/28/2025	Not Enrolling
06/02/2025	04/02/2025	Not Enrolling
07/07/2025	05/20/2026	Not Enrolling
08/11/2025	06/25/2026	Not Enrolling
09/15/2025	07/28/2026	Not Enrolling
10/20/2025	08/30/2026	Not Enrolling
11/24/2025	09/01/2026	Not Enrolling

DISCLOSURE INFORMATION

Program	CIP Code	SOC Code	Onetonline.org Link	Graduation Rate	Employment (Latest reported Cohort)	Median Loan Debt
Massage Therapy *	51.3501	31-9011.00	http://www.onetonline.org/link/summary/31-9011.00	75%	48%	\$7,000
Medical Massage Therapy **	51.3501	31-9011.00	http://www.onetonline.org/link/summary/31-9011.00	100%	83%	\$8200

*Percentage based on graduates as reported to the Accrediting Commission of Career Schools in the 2021 Annual Report on students who started classes between 10/2018 to 09/2019. Population base includes 85 starting students, 64 graduates available for employment, and 30 graduates employed in the field of study.

**Percentage based on graduates as reported to the Accrediting Commission of Career Schools in the 2021 Annual Report on students who started classes between 6/2018 to 05/2019. Population base includes 6 starting students, 6 graduates available for employment, and 5 graduates employed in the field of study.

VBTA Policy

Orion Institute in accordance with the Veterans Benefits and Transition Act of 2018 will not impose any penalty, including the assessment of late fees, the denial of access to classes, libraries or other institutional facilities, or the requirement that a Chapter 31 or Chapter 33 recipient borrow additional funds to cover the individual's inability to meet his or her financial obligations to the institution due to the delayed disbursement of a payment by the U.S. Department of Veteran Affairs. This policy is limited to tuition funds paid by the U.S. Department of Veteran Affairs.