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1.0- Attendance:

Regulatory Authority:

230 CMR 15.03 (1) (b) (iv) A school shall keep attendance records on students for seven years.

1.0.1: Absences, Tardiness & Dismissal:

1. A student who is absent is considered to be noncompliant with the *Board of Examiners of Plumbers and Gas-fitters* licensing education regulations.
 - (A) Student-candidates for licensure are required to obtain no less than 110-clock-hours per tier as outlined in 248 CMR (*Code of Massachusetts Regulation*) Section, 11:00 *Education and Experience Standard and Requirements for Licensure*, that include the Boards education syllabus.
 - (B) A failure to complete assignments, or attend classes specifically defined by the *Boards* syllabus will result in no clock-hours for the class-of-record, and
 - 1) The missed class-of-record must be reconciled as a make-up class at the next earliest presentation of the same class, or as a self-paced class at a date-(TBD).
 - a. Absences, tardiness and dismissals associated with failing to comply with the applicable regulation shall require a make-up.

1.0.1.0: Attendance Procedures:

1. The instructor and class auditor shall verify attendance and tardiness at each class/session. All online live instructor-guided e-learning sessions shall be recorded, and cloud-base stored for future evaluation and review. Electronic attendance records shall be maintained for no less than *seven years*. The occupational student-candidate will be notified by e-mail-(*with an attached document*) that outlines make-up class/session options regarding any non-attended class.
 - (A) The student is responsible for awareness of his/her attendance and completing any make-up class assigned to them.
 - (B) A make-up class shall only be offered one-time due to absences, tardiness and/or dismissals as a result of class/session misconduct. Non-compliance with the applicable regulation clock-hours for licensure that are not obtained due to absences, which are considered failure to comply with 248 CMR Section 11.00: shall not be reflected on a certificate of completion, or verification form.

1.0.1.1: Definition of an Educational Clock-Hour-(Credit Hour)

1. 248 CMR 11.00: defines an educational clock-hour as one-hour-(*60-minutes*) of class participation, or at-home study time. A student earns one-clock-hour-(credit hour) for every sixty-minutes attended in;
 - (A) a live, e-learning class, instructor guided session, or
 - (B) a e-learning class self-paced instructor guided session, and
 - (C) for time spent in the student member area assignment session.

1.0.1.2: No School Announcements:

1. When learning session/classes are to be cancelled, announcements will be made over the following stations: WBZ, Boston; WHDH, Boston; and WCVB, Boston. Announcements will be made between 12:00 and 3:00 p.m.
 - (A) E-mail messages will be sent to all student-candidates informing them of cancellation or delay.





2.0- Satisfactory Progress and Grading:

Regulatory Authority:

230 CMR 15.03: (1) (a) & (b) A school shall record the results of all examinations and evaluations for students enrolled in courses. The school shall include the results in a written progress report. A school shall provide students with appropriate reports of progress, at least once during the program or course. A school shall provide students with final grades and record the grades on the student's permanent record.

2.0.1: Progress and Proficiency Reporting:

1. The Plumbing Academy, teacher/instructor shall estimate, record, and report at pre-established session intervals the progress of an occupational student-candidate and will provide the occupational student-candidate periodic reports of progress and grading.
2. Grading shall be based upon satisfactory performance of the occupational student-candidate completing testing in compliance with the requirements of 248 CMR, Section 11.00: Satisfactory performance is considered as no less than a 70% passing grade on retention/comprehension testing and compliant attendance.

Note: The educational outcomes of online courses are identical to the outcomes of a live classroom session, as they contribute identically to the outcomes and goals of each tier program and are embedded within the structure of live classroom tier programs. Online courses are thoroughly planned and are expected to contribute to the student candidate's timely completion of apprenticeship and licensure.

2.0.1.0: Failure Policy:

- 1.) An occupational student-candidate will not be considered for certification of academic hours as outlined in 248 CMR Section 11.00: when the results of mid-term testing and final examination demonstrate evidence that the occupational student-candidate has not comprehended the subject matter presented.

2.0.2: Student Records:

1. Student record shall be retained in compliance with the requirements of the Office of Private Occupational School Education, 230 CMR 15.00: the *General Provisions and Standards of Practice, Section 15.03: School Records*.
 - a) All student records will be kept in accordance with the following retention periods:
 - 1) At least for one year after graduation or separation from the school, the results of all examinations and evaluations performed, and
 - 2) For at least seven years after graduation or separation from the school:
 - (i) the student's signed enrollment contract, as well as any addendums, extensions, or amendments to that contract, and
 - (ii) all records to support any effective date of termination of an enrollment contract used in a refund calculation under 230 CMR 15.04 (7) or (8), and
 - (iii) copies of progress reports required under 230 CMR 15.01(10), and
 - (iv) student attendance records, which reflect any leaves of absence (including information about the status of the leave), the date of completion (*anticipated and actual*), and the date the student received a diploma or certificate, and
 - (v) records of any externships, and
 - (vi) copies of any student complaints and the school's response, and
 - (vii) school disciplinary reports; and
 - (viii) any student's loan documents including any disclosure forms and disbursement schedules provided to the school by the lender.
 - 3) The following student records shall be kept for no-less-than 60-years after graduation or separation from the school:
 - (i) the student's official grades; and
 - (ii) records of the form of payment and dates of any payments made by, or on behalf of the student.





3.0-Rules and Regulations:

3.0.1: Academic Misconduct, Falsification and Fraud:

1. Academic dishonesty undermines the educational process, role and basic goals of the Plumbing Academy's mission for their student candidates. Academic fraud interferes with the transfer of knowledge and student accountability. In addition, academic dishonesty creates an atmosphere that is not conducive to the learning process, which may also distract other student candidates.
2. Fraudulent actions associated with misrepresentation, impersonation or fraudulent activity of any manner during live classes or web-based assignments or portions of assignments will be considered deception.
3. Substance abuse and intoxication during any portion of a learning session will not be tolerated.

3.0.1.0: Disciplinary Action as a Result of Misconduct:

1. Occupational student-candidates identified to have committed fraudulent acts, of misrepresentation, impersonation, fraud, plagiarizing, falsifying information, or under the influence of drugs or alcohol during assignment procedures, quizzes, test, examinations or any academic or occupational obligation shall receive a grade of zero with no opportunity for make-up at the Plumbing Academy.
 - A.) The student's fee for the class will be pro-rated and returned minus administration fee incurred by the investigation of the alleged misconduct by the Plumbing Academy and/or the Plumbing Academy's agent.
 - B.) If found in violation of misconduct the student *shall not* be granted any certification of hours or credits that are associated with 248 CMR (*Code of Massachusetts Regulation*) Section, 11:00 *Education and Experience Standard and Requirements for Licensure*.

3.0.2: Appropriate Apprentice Registrations/Licenses:

1. All students enrolled in a tier course class, when applicable, must be able to provide proof of the apprentice license in compliance with 248 CMR (*Code of Massachusetts*) Section 3.00: *General Provisions Governing the Conduct of Plumbing and Gas Work Performed in the Commonwealth*.

4.0-Guidance and Counseling Policies

4.0.1: Guidance Services:

1. Guidance services are offered for the purpose of assisting students to understand the processes associated with applicable trade related schooling and licensing requirements. Occupational student candidates are encouraged to use our online resources.
2. The following guidance assistance is offered by TPA:
 - A. Orientation.
 - B. Scheduling.
 - C. Licensing requirement information.
 - D. Course Changes.
 - E. Testing.
 - F. Tutor and mentoring conferences.
 - G. Examination admission information.

5.0-Job Placement

5.0.1: Job Placement Assistance-(Member Area Job Board):

1. Job placement assistance shall be offered based upon the firms that have approved by the Plumbing Academy, Inc., and have been identified and posted position via the TPA "Jobs Page-job-board" on our web-site.





- A. The TPA's member area jobs page provides occupational student candidates with job opportunities from employers seeking to hire apprentices and journeyman plumbers and gas-fitters. This information includes, employer contact information, and job descriptions.
- B. Job placement advice may be provided by TPA leadership immediately following completion and successful certification of programs.

6.0-School Calendar

6.0.1: 2023-2024 School Year Calendar:

1. [See Appendix-A]

7.0-Student Complaint Resolution

Regulatory Authority:

230 CMR 15.07: Student Complaints

(1) A School shall establish a written procedure for resolving student complaints. The procedure shall be made available to students at the time of enrollment and upon request, and shall be published in the school catalogue.

(2) A School shall respond to written student complaints in writing within ten days from when the complaint was submitted to the school and maintain records of student complaints and school responses in accordance with 230 CMR 15.03(1)(b)(vi).

7.0.1: Student Discrimination/Harassment Complaint Procedure:

1. Any student who believes that The Plumbing Academy, or a member of the TPA community, has discriminated against or harassed them because of their race, color, national origin, sex, disability, or age in admission to, access to, its services, programs, and activities may file a formal complaint with the TPA Presidents Office. The President, or his/her designee, who will serve as the grievance officer in such matters. Complaints will be investigated promptly and resolved as quickly as possible.

7.0.1.0: Contents of Complaints and Timeline for Filing:

- 1.) Complaints under this procedure must be filed within seven (7) days of the alleged discrimination or harassment. The complaint must be in writing. The complainant may select another person to help with the filing of the complaint. The written complaint must include the following information:
 - A.) The name and tier level (or address and telephone number if not a student or employee) of the complainant.
 - B.) The name (or address and telephone number if not a student or employee) of the complainant's representative, if any.
 - C.) The name of the person(s) alleged to have committed or caused the discriminatory or harassing action, or event (respondent).
 - D.) A description, in as much detail as possible, of the alleged discrimination or harassment.
 - E.) The date(s), time, and location of the alleged discrimination or harassment.
 - F.) The name of all persons who have knowledge about the alleged discrimination or harassment (witness) as can be reasonably determined.
 - G.) A description, in as much detail as possible, of how the complainant wishes to see the matter resolved.

7.0.1.1: Investigation and Resolution of a Complaint:

- 1.) Any disciplinary action imposed upon an individual will be subject to applicable procedural requirements.
- 2.) Confidentiality of complainants/respondents and witnesses will be maintained, to the extent consistent with the obligations of the TPA relating to the investigation of complaints and the due process rights of individuals affected.





- 3.) Retaliation against someone because he/she has filed a complaint under this procedure is strictly forbidden.
- 4.) Acts of retaliation will result in disciplinary action, up to and including dismissal from a program or employment.

8.0-Enrollment Agreement: (eLearning Session)

1. 8.0.1: Enrollment Agreement:

1. Terms of Use and Student Online Agreement:

- A. The Plumbing Academy online website-[www.theplumbingacademy.com], which is published and maintained by The Plumbing Academy, Inc. ("TPA").
 - 1.) TPA provides its service to participants of the Web site ("you"), subject to the Student Online Agreement-SOA"[see Appendix B] and the following Terms of Use ("TOU"), which may be updated by TPA from time to time without notice to you.
 - 2.) Please read these Terms of Use ("Agreement") carefully before using. Your use of the learning session activities that are part of this web-site are subject to your acceptance of the SOA and when you access, browse, or use this Web site, you accept, without limitation or qualification, the TOU Agreement as if you had signed it. Additionally, when using particular TPA services, you and TPA are subject to any posted guidelines or rules applicable to such services, which may be posted from time to time.
 - 3.) Any materials posted on the Web site that you copy, print, or download are licensed by TPA for your personal, non-commercial use only, provided that you do not change or delete any copyright, trademark, or other proprietary notices. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Web site, use of the Web site, or access to the Web site.
 - 4.) TPA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Web site (or any part thereof) with or without notice. TPA reserves the right to use recorded classroom content for promotion purposes.
 - 5.) Personal information shall be kept private. You agree that TPA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Web site. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

2. 8.0.2: Permissions:

1. TPA, and TPA Online trademarks, logos and product and service names are trademarks of TPA. Without TPAs prior permission, you agree not to display the above or use in any manner.

3. 8.0.3: Enrollment Prerequisites:

1. Mandatory Opt in Email:
 - A. Students enrolled in a course or program with TPA Online must be opted in to receive all email communications. Most communication between TPA Online and its student body is conducted in this manner to keep students apprised of:
 - 1.) Changes to existing courses and programs,
 - 2.) New courses and programs,
 - 3.) Special deals and offers from our industry partners available only to our students.
2. Computers shall be desktop or laptop equipped or outfitted with a webcam.
 - A. Ethernet cables are preferred; Wi-Fi connections are discouraged and will not be permitted.





- B. Learning session shall be viewed from areas and environments that are conducive to attentiveness regarding the subject matter of record can be comprehended.

9.0-Withdrawal and Absence or Abandonment:

4. 9.0.1: Withdrawal of Enrollment:

9.0.1.0: Per 230 CMR 15.04 (7) and (8)

- 1.) (7) If a student withdraws from a program in accordance with the school’s withdrawal policy, the school shall:
 - A.) treat the withdrawal as a termination of the enrollment contract, effective immediately.
 - B.) complete a refund calculation for the student, including all fees and payments, in a form acceptable to the division; and
 - C.) provide the calculation and any refund to the student within 45 days of the effective date of the termination.
- 2.) (8) If a student stops attending school but does not withdraw in accordance with the school’s withdrawal policy, the school shall:
 - A.) For purposes of any payments due from the student or refund due to the student, treat the student’s nonattendance as a termination of the enrollment contract, effective no later than the last date of attendance or last participation in an instructional activity, and
 - B.) determine the effective date of the termination within 30 days after the end of the period of enrollment, the term, or the program, whichever is earliest, and
 - C.) complete a refund calculation for the student, including all fees and payments, in a form acceptable to the division; and
 - D.) provide the calculation and any refund to the student within 45 days from the date the school determines the effective date of termination under 230 CMR 15.04(8)(b).

Appendix-A

A-1: 2023-2024 School Calendar:

2023-2024 2nd half of School Year begins September 1

4 Labor Day-(self-paced class)

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2024 1st half of School Year begins March 1

25-29 -(self-paced classes)

OCTOBER 2023						
S	M	T	W	Th	F	S

APRIL 2024						
S	M	T	W	Th	F	S