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**CONSUMER  
INFORMATION  
2020**

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## **STUDENT BODY DIVERSITY**

Pursuant to the *Higher Education Opportunity Act (HEOA) of 2008*, Colleges and Universities must make available to current and prospective students information about student body diversity, including the percentage of enrolled full-time students who are male, female, self-identified members of a major racial or ethnic group, and those who receive a Federal Pell Grant. Enrollment information is based on IPEDS data for fall 2019 as reported to the National Center for Education Statistics:

Male – 83%

Female – 17%

American Indian or Alaska Native – 0%

Asian – 0%

Black or African American – 13%

Hispanic/ Latino – 57%

Native Hawaiian or other Pacific – 0%

White – 30%

Two or More Races – 0%

Race and ethnicity unknown – >1%

Nonresident alien – 0%

## **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

The Family Educational Rights and Privacy Act (*FERPA*) afford eligible students certain rights with respect to their education records. (An “eligible student” under *FERPA* is a student who is 18 years of age or older or who attends a postsecondary institution.) These rights include:

1. The right to inspect and review the student’s education records within 45 days after the day American Barber and Beauty Academy receives a request for access. A student should submit to the Education Director or School Director, a written request that identifies the record(s) the student wishes to inspect. The school official will make arrangements for access and notify the student of the time and place where the records must be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
2. The right to request an amendment of the student’s education records that the student believes is inaccurate, misleading, or otherwise in violation of the student’s privacy rights under *FERPA*.

3. A student who wishes to ask the school to amend a record should write to the school official responsible for the record, clearly identifying the part of the record the student wants changed, and specifying why it should be changed. If the school decides not to amend the record as requested, the school will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding hearing procedures will be provided to the student when notified of the right to a hearing.
4. If the school does not make an amendment to the student file, the student may request a statement be included in the file regarding the information they wanted changed.
5. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that *FERPA* authorizes disclosure without consent.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, *FERPA* allows schools to disclose those records, without consent, to the following parties or under the following conditions:

- School officials with legitimate educational interests;
  - Other schools to which a student is transferring;
  - Appropriate parties for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies;
  - State and local authorities, within a juvenile justice system, pursuant to specific state laws;
  - Parent of a dependent student as defined by the IRS; and
  - Parent of a student under 21 regarding the violation of a law relating to alcohol or abuse
6. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of *FERPA*. Parents and eligible students who wish to file a complaint under FERPA should do so by completing the complaint form electronically. Please note that this form is an adobe fillable .pdf and works best when used with [Adobe Acrobat](#). Once you have completed the form you can click "Submit Form." This will attach the e-mail to your computer's default e-mail software. If you have not selected a default e-mail program or the one you selected does not open when clicking "Submit Form" you will need to save the form, manually attach it to an e-mail and send it to [FERPA.Complaints@ed.gov](mailto:FERPA.Complaints@ed.gov). Alternatively, you may print out the form, sign and mail it to the following address:

U.S. Department of Education  
Student Privacy Policy Office  
400 Maryland Ave, SW  
Washington, DC 20202-8520

### ***Disclosures to school officials***

Some of these disclosures may be made to officials at your school or another school who have legitimate interest in the student's record. Typically, these might be admissions records, grades, or financial aid records. Disclosures may be made to:

- Other school officials, including teachers, within the school whom the school has determined to have legitimate educational interests.
- To officials at another postsecondary school or school system, where the student receives services or seeks to enroll.

### ***Disclosures to government agencies***

Disclosures may be made to authorized representatives of the U.S Department of Education for audit, evaluation, and enforcement purposes. Authorized representatives includes employees of the Department such as employees of the Office of Federal Student Aid, the Office of Postsecondary Education, the Office of Civil Rights, and the National Center of Educational Statistics as well as firms that are under contract to the Department to perform certain administrative functions or studies. In addition:

1. Disclosures may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student information is needed to determine the amount of the aid, or to enforce the terms and conditions of the aid.
2. A school may release personally identifiable information of an F, J, or M nonimmigrant student to the U.S Immigrations and Customs Enforcement, (formally the Immigration and Naturalization Service) in compliance with the Student Exchange Visitor Information System (SEVIS) program without violating *FERPA*.

### ***Disclosures in response to subpoenas or court orders***

FERPA permits schools to disclose educational records, without the student's consent, in order to comply with a lawfully issued subpoena or court order. In most cases, the school must make a reasonable effort to notify the student who is the subject of the subpoena or court order before complying, so that the student may seek protective action. However, the school does not have to notify the student if the court or issuing agency has prohibited such disclosures. A school may also disclose information from educational records, without the consent or knowledge of the student, to the representative of the U.S Department of Justice in response to an *ex parte* order issued in connection with the investigations of crimes of terrorism.

### ***Documenting the disclosure of information***

Except as noted below, the school must keep a record of each request for access and each disclosure of personally identifiable student information. The record must identify the parties who requested the information and their legitimate interest in the information. This record must be maintained in the student's file as long as the educational records themselves are kept.

## ***Student Records***

The school maintains permanent student records and guarantees the right of students to gain access to their files. A written request is required and an appointment must be scheduled for the Education department or Financial Aid department to review the records with the student. All grades, services, hours and student accounts are recorded and kept on file. The school recognizes the right to privacy; therefore, no information on a student will be released without the written permission of the student. Notification of rights under the Family Educational Rights and Privacy Act (FERPA) is available in the Financial Aid department.

## **Directory Information**

Some information in the student education records are defined as directory information under *FERPA*. Under a strict reading of *FERPA*, the school may disclose this type of information without the written consent of the student. However, the student can exercise the option to restrict the release of directory information by submitting a formal request to the school to limit disclosure. Directory Information may include, but is not limited to:

- Name
- Address
- Phone number
- E-mail address
- Dates of attendance
- Degree(s) awarded
- Enrollment status
- Major field of study

## **Non-Directory Information**

Non-directory Information is any education record not considered directory information. Non-directory information must not be released to anyone, including parents of the student, without the prior written consent of the student. Further, faculty and staff can access non-directory information only if they have a legitimate academic need to do so. Non-directory Information may include:

- Social Security numbers
- Date of birth
- Student Identification numbers
- Place of birth
- Race, ethnicity, and/or nationality
- Gender
- Transcripts, grade reports
- Biometric records (ex; fingerprints, eye scans, DNA, handwriting, etc)

## **Written Consent Information**

In general, a student must provide a signed and dated written consent before an education agency or school can legitimately disclose non-directory information from the student's education records.

### ***The written consent must:***

- Specify the records that may be disclosed.
- State the purpose of the disclosure.
- Identify the party or class of parties to whom the disclosure may be made, and be signed and dated.

### ***When a disclosure is made:***

- If a parent or eligible student so request, the school must provide him or her with a copy of the records disclosed, and if the parent of a student who is not an eligible student so requests, the school must provide the student with a copy of the records disclosed.

### ***If the consent is given electronically, the consent form must:***

- Identifies and authenticates a particular person as the source of the electronic consent.
- Indicates such person's approval of the information contained in the electronic consent.

Prior written consent is not required when disclosure is made directly to the student or to other school officials within the same institution where there is a legitimate educational interest. A legitimate educational interest may include enrollment or transfer matters, financial aid issues, or information requested by regional accrediting organizations.

Institutions do not need prior written consent to disclose non-directory information where the health and safety of the student is at issue, when complying with a judicial order or subpoena, or where, as a result of a crime of violence, a disciplinary hearing was conducted by the school, a final decision was recorded, and the alleged victim seeks disclosure.

In order for institutions to be able to disseminate non-directory information in these instances, *FERPA* requires that institutions annually publish the policies and procedures that they will follow in order to meet *FERPA* guidelines.

## **STUDENTS RIGHT-TO-KNOW ACT**

This information is provided in compliance with *the Higher Education Act of 1965*, as amended. Students *Right-to-Know Act* is a federal policy which mandates that all schools participating in Title IV programs provide this information to its current and prospective students. The following rates are based on our 2019 Annual Report as reported to our accrediting body. Additional consumer information can be found on the National Center for Education Statistics at

<https://nces.ed.gov/collegenavigator/>

Graduation Rate: 68.42%    Licensure Rate: 100%    Placement Rate: 96.15%

## **Student Consumer Rights**

You have the right to:

- Know the names of the institution accrediting/licensing organizations.
- Ask about programs offered, facilities, and faculty.
- Know what special facilities and services are available to students with disabilities.
- Be treated equally in academic and social settings.
- Have the expectation of a positive learning environment.
- Know academic requirements and to be evaluated fairly.
- Equal educational opportunity and freedom from discrimination because of race, religion, sex, national origin, economic status, marital status, sexual orientation, pregnancy, previous arrest or incarceration, or a physical, mental, or sensory handicap.
- Procedural due process whenever you are subject to disciplinary action, suspension, or dismissal by school authorities.
- Know the process to address and file a grievance.
- The National Center for Education Statistics (NCES) is the primary federal entity for collecting and analyzing data related to education in the U.S. and other nations. For complete statistics on the American Barber and Beauty Academy, access the NCES website at <https://nces.ed.gov>.

## **Title IX Policy**

American Barber and Beauty Academy is committed to providing a learning, working and living environment that promotes personal integrity, civility and mutual respect in an environment free of sex discrimination and sexual misconduct. Title IX of the Educational Amendment Act of 1972 states that: No person in the United States, shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal assistance. Sex discrimination violates an individual's fundamental rights and personal dignity. American Barber and Beauty Academy considers sex discrimination in all its forms to be a serious offense. This policy includes all forms of sex discrimination, including: sexual harassment, sexual assault, and sexual violence by employees, students, or third parties. This policy has been developed to reaffirm individual rights and responsibilities and to provide recourse for those individuals whose rights have been violated. It should serve as a guide for you on the expectations we have for sexual communication, sexual responsibility and sexual respect.

All school employees are mandated reporters of sexual misconduct and discrimination. Mandated reporters must ensure that any sexual misconduct or discrimination that they become aware of is reported to the School Director. This policy applies to all sexual misconduct, discrimination, or harassment regardless of the gender, gender identity or sexual orientation of the reporting party (or victim) or responding party.

## **Student Responsibilities**

It is your responsibility to:

- Review and consider all the information about the school's programs before you enroll.
- Attend school daily and be on time to all classes and pursue your course studies.
- Be aware of all the rules governing student behavior and to conduct yourself accordingly.
- Submit to reasonable corrective action or punishment imposed by school authorities.
- Express your opinions and ideas in a respectful manner so as not to libel or slander others.
- Conduct yourself in a manner that will not disrupt yours or the education of fellow students.
- Comply with lawful instructions of school employees in the performance of their duties.
- To notify the school officials if a condition exists which is in violation of a student's rights, institutional policies, standards and/or procedures.

## VACCINATION POLICY

Although not a requirement to gain admissions into the school, ABA strongly recommends for young adults to be up to date with the following immunizations listed below:

- **MMR (Measles, Mumps, Rubella)** – Measles, mumps and rubella are serious diseases. The Measles virus can cause rash, coughing, runny nose, eye irritation and fever. It can lead to hear infection, pneumonia, seizures (jerking and staring), brain damage, and death. Mumps virus causes fever, headache, and swollen glands. It can lead to deafness, meningitis (infection of the brain and spinal cord covering), painful swelling of the testicles or ovaries, and, even death. Rubella Virus (German Measles) can cause rash, mild fever, and arthritis (mostly in women). If a woman gets rubella while she is pregnant, she could have a miscarriage or her baby could be born with serious birth defects. You or your child could catch these diseases by being around someone who has them. They can be contracted by another person through the air. Measles, Mumps and Rubella (MMR) vaccine can prevent these diseases. Children should get 2 doses of MMR Vaccine, the first at 12-15 months of age and the second at 4-6 years of age. These are recommended ages. Children can get the second dose at any age, as long as it is 28 days after the first dose.
- **Meningococcal Meningitis** – Meningococcal disease is a serious bacterial illness. It is a leading cause of bacterial meningitis in children 2 through 18 years old in the United States. Meningitis is an infection of the fluid surrounding the brain and spinal cord. Meningococcal disease also causes blood infections. Anyone can get meningococcal disease, but it is most common in infants less than one year of age and people with certain medical conditions, such as a lack of a spleen. College freshmen who live in dormitories and teenagers 15-19 have an increased risk of getting meningococcal disease. There are two kinds of meningococcal vaccines in the U.S. Meningococcal conjugate vaccine (MCV4) was licensed in 2005. It is the preferred vaccine for people 2 through 55 years of age. Meningococcal Polysaccharide Vaccine (MPSV4) has been available since the 1970s. It may be used if MCV4 is not available, and is the only meningococcal vaccine licensed for people older than 55. Children 2 years of age and older should get 1 dose. Sometimes a second dose is recommended for people who remain at high risk. MPSV4 may be recommended for children 3 months to 2 years of age under special circumstances. These children should get 2 doses, 3 months apart.
- **Hepatitis B** – Hepatitis B is a serious disease that affects the liver. It is caused by the Hepatitis B Virus (HBV). HBV can cause acute (short-term) illness and can lead to loss of appetite, diarrhea and vomiting, tiredness, jaundice (yellow skin and eyes), pain in muscles, joints, and stomach. Acute illness is more common in adults. Children who become infected usually do not have acute illness. Chronic (long-term) infection can cause some people to go on and develop chronic HBV infection. This can be very serious, and often leads to liver damage (cirrhosis), liver cancer and death. Chronic infection is more common among infants and children than among adults. People who are infected can spread HBV to others, even if they don't appear sick. The Hepatitis B virus can spread through contact with the blood or other bodily fluids of an infected person. The Hepatitis B vaccine can prevent Hepatitis B, and the serious consequences of HBV infection, including liver cancer and cirrhosis. All children should get their first dose of hepatitis B vaccine at birth and should have completed the vaccine series by 6 to 18 months of age. Children and adolescents through 18 years of age who did not get the vaccine when they were younger should also be vaccinated.

## **CAMPUS SAFETY AND SECURITY REPORT**

American Barber and Beauty Academy strives to ensure the safety of all students, faculty, staff, and clients of our institution.

Should any student, faculty, staff or clients witness a crime, become a victim of a wrongful act either while attending school or at a school event, or feel that their individual safety may be in danger, they should immediately contact the School Director.

This information is being provided to you as part of American Barber and Beauty Academy's commitment to safety and security on campus, and is in compliance with the requirements of the crime awareness and *Campus Security Act of 1990*.

The *Jeanne Clery Act* requires institutions of Higher Education receiving federal aid to report specified crime statistics on college campuses and provide other safety and crime information to members of the campus community. The crime statistics report is prepared in cooperation with the police agencies surrounding each campus, and is available each year by October 1 and contains three years of campus crime statistics. The Crime Statistics Report is given to new students during orientation. Continuing students may receive a current copy of the Crime Statistics Report from the Administration department. The Crime Statistics report is compiled from the following categories:

- Murder/negligent/non-negligent manslaughter
- Forcible/Non-Forcible Sex Offenses
- Robbery
- Aggravated Assault
- Burglary
- Motor Vehicle Theft
- Arson
- Drug abuse/Liquor law violations
- Illegal weapons possession

The annual security report includes other information related to security, including explanation of the *Clery Act* and details about crime prevention on campus and more.

### **Campus Facility**

Access to the campus building is restricted during non-business hours. The campus building is opened by a school official at approximately 8am weekly and is closed at approximately 10:00 pm. On Saturdays, the building is open for classes from 9 am to 3:30 pm, and may be open for events as scheduled by management, and when necessary, the campus may be opened on Sundays. It is the responsibility of each staff and faculty member on campus to ensure that all doors allowing access to their offices, rooms and other areas are secured at the end of their work day.

## **Reporting Crimes and Emergencies**

The School Director is the assigned Campus Security Officer. He will appoint an alternate Campus Security Officer in his absence. Students, staff, and faculty must report any crimes or emergencies to the School Director immediately. All crime victims and/or witnesses are strongly encouraged to immediately report any crime to the School Director. The School Director will contact the appropriate police agency. Prompt reporting will assure timely warning notices on-campus and timely disclosure of crime statistics. The School Director and school authorized personnel have the right to ask individuals on campus for identification to determine whether or not individuals have legitimate reasons for being on campus, as well as to address and report possible violations of institutional policies committed by the students, which can be sanctioned to disciplinary process.

Students are encouraged to promptly report to the School Director any criminal activity or emergency they observe, such as: suspicious activity, a person seen in the parking lot, loitering around vehicles, or inside buildings, or around residential halls, being a witness of a crime in process or are a victim of a crime. The School Director will immediately contact 911. If the students, faculty, or staff feels they are in danger at any time, they should contact 911 right away.

## **Campus Security Authority**

The *Clery Act* is a federal law that requires the institution to identify individuals and organizations that meet the definition of a campus security authority. Campus Security Officers have an important role in complying with the law. Campus Security Officers must report any crimes or incidents that occur. Campus Security Officers crime reports are used by the school to:

- Fulfill its responsibility to annually disclose *Clery* crime statistics, and
- To issue timely warnings for *Clery* crimes that pose a serious or continuing threat to the campus community.

If an individual reporting an incident needs assistance, a Campus Security Officer should explain how to get help. In the midst of an emergency situation, such as a physical assault, however, a Campus Security Officer should call 911, as appropriate.

**Campus Security Authority George Ortiz Jr. 610-763-8276**

To ensure the accurate and prompt reporting of all crimes, authorized administrative personnel will take a full written statement from involved parties and witnesses and all reported emergency or criminal incidents. The written statements are included as part of a written report: such statements may be used by Campus Security Officers (if applicable) and local/state law enforcement authorities for the purpose of criminal apprehension and/or crime prevention. Criminal incidents may also be reviewed by the institution's administrative staff for the purpose of disciplinary action.

The Campus Safety and Security (Crime Statistics) are made available to all staff and students annually.

**Campus Safety and Security ( Crime Statistics)  
American Barber and Beauty Academy**

**Emergency : 911**

OFFENSE TYPE			2017	2018	2019
Criminal Offenses	Murder/Non-Negligent Manslaughter	On Campus	0	0	0
		Public Property	0	0	0
	Manslaughter by Negligence	On Campus	0	0	0
		Public Property	0	0	0
	Rape	On Campus	0	0	0
		Public Property	1	0	0
	Fondling	On Campus	0	0	0
		Public Property	0	0	0
	Incest	On Campus	0	0	0
		Public Property	0	0	0
	Statutory Rape	On Campus	0	0	0
		Public Property	0	0	0

	Robbery	On Campus	0	0	0	
		Public Property	0	2	0	
	Aggravated Assault	On Campus	0	0	0	
		Public Property	3	0	0	
	Burglary	On Campus	0	0	0	
		Public Property	0	0	0	
	Motor Vehicle Theft	On Campus	0	0	0	
		Public Property	0	0	1	
	Arson	On Campus	0	0	0	
		Public Property	0	0	0	
	Hate Crimes	Murder/Non-Negligent Manslaughter	On Campus	0	0	0
			Public Property	0	0	0
Simple Assault		On Campus	0	0	0	
		Public Property	0	0	0	

	Rape/Statutory Rape	On Campus	0	0	0
		Public Property	0	0	0
	Fondling	On Campus	0	0	0
		Public Property	0	0	0
	Incest	On Campus	0	0	0
		Public Property	0	0	0
	Arson	On Campus	0	0	0
		Public Property	0	0	0
	Robbery	On Campus	0	0	0
		Public Property	0	0	0
	Aggravated Assault	On Campus	0	0	0
		Public Property	0	0	0
	Burglary	On Campus	0	0	0
		Public Property	0	0	0

	Vandalism	On Campus	0	0	0
		Public Property	0	0	0
VAWA	Dating/Domestic Violence	On Campus	0	0	0
		Public Property	0	0	0
	Stalking	On Campus	0	0	0
		Public Property	0	0	0
Arrests	Illegal Weapons Possession	On Campus	0	0	0
		Public Property	0	1	0
	Drug Law Violations	On Campus	0	0	0
		Public Property	4	1	0
	Liquor Law Violations	On Campus	0	0	0
		Public Property	0	0	0

## **Timely Warning and Emergency Notification**

In the event that a situation arises, either on or off campus, that may constitute an immediate or continuing threat to the campus community a campus wide timely warning will be issued. Upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health and safety of students and employees, the warning will be issued through the School Director. If the situation occurs after school hours, students as well as employees can contact the school *Emergency number at 610-763-8276*. Some examples of significant emergencies or dangerous situations are:

- Outbreak of a serious illness
- Approaching tornado
- Hurricane
- Other extreme weather conditions
- Gas leak
- Terrorist attack
- Armed intruder
- Bomb threat
- Civil unrest
- Rioting
- Explosion
- Hazardous waste or chemical spill

## **Campus Sex Crimes Prevention Act**

In accordance to *The Campus Sex Crimes Prevention Act of 2000*, which amends *The Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act*, the *Jeanne Cleary Act* and *the Family Educational Rights and Privacy Act of 1974*, requires institutions of higher education to issue a statement advising the campus community where law enforcement information provided by a State concerning registered sex offenders may be obtained. It also requires sex offenders already required to register in a State to provide notice of each institution of higher education in that State at which the person is employed, carries a vocation, or is a student. Registry information provided shall be used for the purposes of the administration of criminal justice, screening of current or prospective employees, volunteers or otherwise for the protection of the public in general and children in particular.

**Unlawful use of the information for purposes of intimidating or harassing another is prohibited and willful violation shall be punishable as a Class 1 misdemeanor.**

Sex offender information in the State of Pennsylvania is compiled by The Pennsylvania Department of Law Enforcement/Pennsylvania Sexual Offenders and Predators. The Pennsylvania Department of Law Enforcement website allows the public to search their sex offender database online. This information can be found at:

<https://www.pameganslaw.state.pa.us/SearchResultsSVP.aspx>

## **Violence Against Women Act**

On March 7, 2013, President Obama signed a bill that reauthorized the Violence Against Women Reauthorization Act (VAWA). Included in the bill is the Campus Sexual Violence Elimination Act (Campus SaVE). American Barber and Beauty Academy fully supports the Campus SaVE Act by educating our community members regarding the prevention of and by supporting our community members in issues surrounding domestic violence, dating violence, sexual assault, stalking, consent, options for bystander intervention, recognizing warning signs of abusive behavior, and how to avoid potential attacks. Assistance for victims is available through referrals off-campus should the need arise. For more information contact the School Director.

## **Sexual Assault Policy**

American Barber and Beauty Academy is committed to maintaining an academic environment free from any form of sexual assault. For purposes of this policy, sexual assault is defined as sexual contact without consent, rape, acquaintance rape, forcible, and non-forcible sex offenses.

***Sexual assault is defined as but not limited to:***

- Forcing or attempting to force, any other person to engage in sexual activity of any kind without her or his consent.
- Having impaired substantially the ability of the other person to appraise or control conduct by administering or employing drugs or intoxicants without the knowledge or against the will of the other person
- Intimidation, forced or threatened
- Is physically incapable of resisting or communicating an unwillingness to participate

The following sanctions will be imposed regarding rape, acquaintance rape, or other forcible or non-forcible sex offenses for any student who individually participates or attempts to participate in a sexual offense, regardless of whether it takes place on or off campus. This will be subject to disciplinary actions, notwithstanding any action that may or may not be taken by the Police Department. Both the victim and the accused will have the opportunity to present testimony and witnesses. Each will be allowed to argue their case through a representative. Both the victim and the accused shall be informed of the outcome of any school disciplinary proceedings. Sanctions the school may impose following final determination include suspension or dismissal.

***Victims of a sexual assault are advised to adhere to the following guidelines:***

- Get to a safe place as soon as possible
- Call 911 and/or Campus Security Officer
- Contact someone you trust to be with you and help you deal with the trauma of having been violated
- Try to preserve all evidence. Do not throw away clothes, wash, douche or change. If you must change clothing, put all of the clothing you were wearing at the time of the assault in a paper bag.
- Document any injury you suffered either by photograph or by showing someone you trust
- Get medical attention as soon as possible to treat any physical injury
- Seek counseling if needed

**Sex Offenses Victims and Family Victim Services:**

SAFE Berks - 24/7 Hotline: 844-789-SAFE or Text SAFE BERKS to 20121

<http://www.safeberks.org/>

## **Confidential Report**

If you are the victim of a crime and do not want to pursue action within the institutional system or the criminal justice system, you may want to consider making a confidential report. With your permission, the Campus Security Officer can file a report on the details of the incident without revealing your identity. The purpose of a confidential report is to comply with your wish to keep the matter confidential, while taking steps to ensure the safety of yourself and others. With such information, the institution can keep an accurate record of the number of incidents involving students, determine where there is a pattern of crime with regard to a particular location, method, or assailant, and alert the campus community to potential danger. Reports filed in this manner are counted and disclosed in the annual crimes statistics for the institution.

## **Student Responsibility to Campus Safety**

The purpose of this plan is to ensure the safety of all students, staff, and visitors in the event of a real, threatened or impending danger. All students are informed about Campus Security procedures and practices on orientation day at the school premises. Students should remember that safety begins with you.

### **Crime Prevention Tips**

- Be alert. Look around and be aware of your surroundings before entering or exiting a building or vehicle.
- Try not to walk alone and avoid parking lots, secluded pathways, or alleyways.
- Walk in public areas. Do not take shortcuts with little or no lighting.
- Do not carry large amounts of cash.
- Keep your motor vehicle in good running condition. Always lock your car and remove all packages and any valuables.
- If you see something suspicious, notify campus security. If you are unable to reach an officer, call the police department.
- Be alert of your surroundings. If you suspect you are being followed, run in a different direction, go to the other side of the street and yell for help, or head quickly for a lighted area or groups of people.
- If you see someone sitting in a vehicle or standing near your vehicle, turn around, go back inside, and call for an escort.
- If someone has entered your vehicle and told you to drive, then drive your vehicle into anything available: walls, buildings, curbs, or other vehicles. Never drive off.
- Never let someone force you into a vehicle. Your chances of survival significantly decrease after you are inside a vehicle. If grabbed, let your body go limp. Fall to the ground and scream. Dead weight is hard to lift and is difficult to move. Stretch your arms out to grab onto anything, but try to keep out of the vehicle. If you are forced into the trunk, kick out a taillight and push your hand out, waving it.
- If confronted, surrender your valuables, including your purse. Toss your purse or wallet away from you and run in opposite direction.
- Scream or shout if attacked.
- Use self-defense techniques, if necessary.
- Report all thefts and property losses immediately to campus security.
- Keep a record or copy of your credit card numbers, identification cards, and checking account numbers. Never write down your PIN number.
- Be security conscious at all times.

## **Weapons Policy**

American Barber and Beauty Academy strictly prohibits possession of weapons of any type by students, staff, faculty, and customers. The unapproved possession, use, or sale of firearms, ammunition, fireworks, major or minor explosives, or any lethal weapon is forbidden at all times on the school premises. Any student who violates this policy shall be subject to disciplinary actions up to and including dismissal consistent with guidelines of the student code of conduct as well as possible criminal prosecution.

In the state of Pennsylvania a person who willfully and knowingly possesses any firearm within 1,000 feet, on school grounds or at a school sponsored event is in violation of a criminal offense that is considered a third degree felony as defined in *Pennsylvania Statue 790.115*.

Students may not bring to any campus or any campus related activity any weapons prohibited by law or identified below:

- Firearm
- Electric weapon or device
- Destructive device
- Sword
- Sword cane
- Razor blade
- Box cutter
- Common pocket knife

## **Emergency Response and Evacuation Procedure**

Below are the procedures the institution will use to immediately notify the campus community upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health and safety of students or employees occurring on campus.

### **Medical Emergency - Serious Illness or Injury**

1. If injury/illness is life threatening call 911 immediately
2. Describe the nature of the circumstance to emergency personnel
3. Advise the School Director that an emergency 911 call has been made
4. Stay at the location of emergency until emergency personnel arrives
5. Acquire a copy of the Emergency Medical Report
6. Complete an Accident Report

## **Fire Safety**

In the event of a fire, all students, staff, and visitors must calmly exit through the nearest emergency exit. The emergency evacuation route guidelines (posted in classrooms and offices) will be as follows:

1. You are to immediately stop what you are doing and exit calmly through the nearest exit.
2. Once you are out of the building, you are to stand at least 500 feet from the building.  
Remain quiet and calm.
3. The School Director will insure the building is clear of students and customers.
4. Do not re-enter building until declared safe by Police, Fire, and/or School Director.

## **Bomb Threat**

In the event of a bomb threat, the individual receiving such threat will contact the School Director. The School Director will contact the local Police Department and begin evacuation of the building. The following guidelines should be performed:

1. The School Director or Police Officer will instruct students, staff and visitors to immediately evacuate the building through the nearest emergency exit and to walk at least 500 feet away from the building.
2. Administrative personnel, staff and instructors will wait with students until the search for the bomb has been conducted.
3. Do not re-enter the building until the “all clear” signal is given.
4. In times of severe weather or a prolonged search, students may be dismissed for the day.

## **Tornado Warning**

In the event of a tornado warning, if a tornado has been sighted, the School Director will notify students, staff and faculty of the possible danger. The following guidelines should be followed:

1. If you are indoors, do not leave the building.
2. If you are outside, move immediately to the nearest shelter.
3. Stay away from exterior walls, doors and windows.
4. If tornado is close to school ground move to small interior rooms (ex: bathrooms, closets).
5. Get under a piece of furniture if possible (ex: sturdy table, desk).
6. Kneel down, bend head toward wall and cover any exposed area with coat or covering.
7. After tornado students will be instructed to calmly exit the building.
8. Building property will be inspected for safety and when an “all clear” has been issued, students can return to class.

## **Emergency Lockdown**

In the event of a disaster situation, such as an armed intruder or any other life threatening acts, the following guidelines should be performed:

1. Immediately notify police and appropriate law enforcement agencies (911)
2. Initiate action and secure building
3. Remain calm and encourage others to remain calm
4. Proceed to a room that can be locked or barricaded (classroom, office, closet, etc.)
5. If the room cannot be locked, determine if there is a nearby room that you can safely get to that can be locked. Consider barricading the door if you cannot lock it.
6. Turn out the lights.
7. Move away from all doors and windows and sit down on the floor.
8. Ignore all knocks.
9. Remain quiet (silence all cell phones).
10. Remain in place until an "all clear" is given by an authorized person or law enforcement official.
11. In case of an immediate life- threatening event, each individual should take whatever actions are necessary to protect his or her own life.
12. If possible to flee the area safely and avoid danger, do so.

## DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

American Barber and Beauty Academy is committed to supporting the safety and health of its students and employees. As part of that commitment, American Barber and Beauty Academy has implemented alcohol and drug abuse prevention policies and procedures, enforcement, and referrals for services.

In support of the safety and health of its students and employees, the Campus Director has authorized a Biennial Review of its policies and procedures to be completed every two years. The purpose of the review is to monitor the effectiveness of its policies and procedures in compliance with Federal Drug Free Schools and Campuses Regulations (34 C.F.R. Part 86).

This report is the result of a biennial review of American Barber and Beauty Academy’s alcohol and drug prevention policies and procedures, enforcement, and referrals for services.

The table below shows the number of disciplinary actions for 2018, 2019 and 2020.

	2018	2019	2020	Totals
Alcohol violations	0	0	0	0
Drug violations	0	1	1	2

The table below summarizes penalties imposed for student and employee incidents involving alcohol and drugs that were reported to school administrators.

<b>Penalties Imposed</b>	2018	2019	2020	Totals
<b>Student sanctions</b>				
Probation	0	0	0	0
Suspended	0	0	0	0
Terminated	0	0	1	1
<b>Employee actions</b>				
Resigned	0	0	0	0
Terminated	0	1	0	1

## **Drug Policy**

American Barber and Beauty Academy has a policy of maintaining a drug and alcohol free learning environment. All employees and students are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of illicit drugs and alcohol is prohibited in the school and on school property. In compliance with the *Drug-Free Workplace Act of 1988* and *The Drug-Free School and Communities Act of 1989* as amended, required all Higher Learning Institutions to certify to the U. S Department of Education by October 1, 1990, that they adopted and implemented a program to prevent the illicit use of drugs and the abuse of alcohol by students and employees.

Substance abuse is a widespread problem that not only seriously affects an individual's work performance, but may also pose potential health, safety and security risks. Our policy is, designed to provide a drug-free, healthy, safe and secure learning/work environment.

*Non-Compliance will result in the following action being taken by the school:*

- Termination of enrollment and/or employment.

## **Liquor Law Violation Policy**

The violation of state or local laws, or ordinance prohibiting the manufacture, sale, purchases, transportation, possession, or use of alcoholic beverages, not including driving under the influence, fall under this policy.

Observance of the law is the responsibility of each student. Failure to obey the law may subject the student to prosecution by law enforcement authorities, both civil and criminal. It may also subject a student to judicial action on campus including but not limited to expulsion from campus. Being under the influence of alcohol shall not excuse any student from the legal and disciplinary consequences of offenses, disorderly, or unlawful conduct.

## **Alcohol Uses and Effects**

Alcohol consumption causes a number of marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increases incidents of a variety of aggressive acts, including spousal and child abuse. Moderate to high doses of alcohol cause marked impairments in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses cause respiratory depression and health issues. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol may lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal syndrome, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk than other youngsters of becoming alcoholics.

## Health Risks Associated with the use of Illicit Drugs

# ALCOHOL

*Did you know that*

- Alcohol is a depressant that decreases the responses of the central nervous system.
- Excessive drinking can cause liver damage and psychotic behavior.
- As little as two beers or drinks can impair coordination and thinking.
- Alcohol is often used by substance abusers to enhance the effects of other drugs.
- Alcohol continues to be the most frequently abused substance among young adults.

**What are the Dangers of Alcohol Abuse?** Risk of injury or death as a result of accident or violence, impaired vision, impaired motor coordination, memory defects, hallucinations, blackouts, and seizures. Long-term use can result in permanent damage to the brain, elevated blood pressure and heart rate, risk of stroke, heart failure, respiratory depression and failure, pneumonia, tuberculosis, lung abscesses, increased risk of mouth and throat cancer, alcoholic fatty liver, hepatitis, and cirrhosis, duodenal ulcers, reflux, diarrhea, impaired judgment and verbal ability, apathy, introversion, antisocial behavior, inability to concentrate, and deterioration of relationships with family, friends, and co-workers. Alcohol is an especially dangerous drug for pregnant women. Drinking during pregnancy raises the risk of low-birth weight babies and intrauterine growth retardation, increasing the danger of infection, feeding difficulties, and long-term developmental problems.

# MARIJUANA

**Also known as: Pot, Grass, Joints, Roaches, Reefer, Weed, Mary Jane** - *Did you know that*

- Marijuana may cause impaired short-term memory, a shortened attention span and delayed reflexes.
- During pregnancy, marijuana may cause birth defects.
- Marijuana may cause a fast heart rate and pulse.
- Repeated use of marijuana may cause breathing problems.
- Possession of marijuana is illegal in all fifty states.
- Marijuana may cause relaxed inhibitions, disoriented behavior.
- All forms of marijuana are mind-altering. In other words, they change how the brain works.
  - Contains THC (delta-9-tetrahydrocannabinol), the main active chemical in marijuana.
  - Contain more than 400 other chemicals.
  - Effects on the user depend on its strength or potency, which is related to the amount of THC it contains(5).
  - THC content of marijuana has been increasing since the 1970s.

**Marijuana Risks:** Impaired perception, Diminished short-term memory, loss of concentration and coordination, impaired judgment, increased risk of accidents, loss of motivation, diminished inhibitions, risk of AIDS and other STDs, increased heart rate, anxiety, panic attacks, and paranoia, hallucinations,

damage to the respiratory, reproductive, and immune systems, increased risk of cancer, psychological

## COCAINE

**Also known as: Coke, Dust, Snow, Flake, Blow, Girl** - *Did you know that*

- Cocaine "high" lasts only about 5 to 20 minutes.
- Cocaine use may cause severe "mood swings" and irritability.
- You need more and more cocaine each time you want a "high."
- Cocaine increases your blood pressure and heart rate - particularly dangerous if you have a heart condition.
- One use can cause death!
- Possession and use are illegal and can result in fines and arrest.

**Cocaine risks:** Dependence and addiction, irregular heartbeat, heart attack, and heart failure, strokes, seizures, fungal brain infections, and hemorrhaging in tissue surrounding the brain pulmonary effects, such as fluid in the lungs, aggravation of asthma and other lung disorders, and respiratory failure psychosis, paranoia, depression, anxiety disorders, and delusions, increased risk of traumatic injury from accidents and aggressive, violent, or criminal behavior, sleeplessness, sexual dysfunction, diminished sense of smell, perforated nasal septum, nausea, and headaches. Crack users often singe eyebrows or eyelashes with the flame of matches or lighters. They also burn fingertips and other body parts from contact with superheated vessels (e.g., glass pipes). Fetal cocaine effects include premature separation of the placenta, spontaneous abortion, premature labor, low birth weight and head circumference at birth, greater chance of visual impairment, mental retardation, genitourinary malformations, and greater chance of developmental problems. For intravenous (IV) cocaine users, there is increased risk of hepatitis, HIV infection, and endocarditis. For addicts, whether they smoke, inject, or snort, promiscuous sexual activity can increase the risk of HIV infection.

## CRACK, "CRACK COCAINE", FREEBASE ROCKS, ROCK

*Did you know that*

- Crack is almost instantly addictive.
- One use could cause a fatal heart attack.
- Repeated use may cause insomnia, hallucinations, seizures, paranoia.
- The euphoric effects of crack last only a few minutes.
- Crack possession and use are illegal in all fifty states.
- There are more hospitalizations per year resulting from crack and cocaine use than any other illicit substance.

# BARBITURATES

**Health Risks:** In small doses, barbiturates produce calmness, relaxed muscles and lowered anxiety. Larger doses cause slurred speech, staggering gait and altered perception. Very large doses taken in combination with other central nervous system depressants (e.g., alcohol) cause respiratory depression, coma and sometimes death.

**Symptoms:** A person who uses barbiturates may have poor muscle control, appear drowsy or drunk, become confused, irritable, inattentive or have slowed reactions.

**Ice Also known as: Meth, Crystal, Crank, Methamphetamine** - *Did you know that*

- Ice is extremely addictive - sometimes with just one use!
- Ice can cause convulsions, heart irregularities, high blood pressure, depression, restlessness, tremors, severe fatigue.
- An overdose can cause coma and death
- When you stop using ice you may experience a deep depression.
- Ice causes a very jittery high, along with anxiety, insomnia, sometimes paranoia.

**Dangers and consequences of meth use:** sleeplessness, loss of appetite and weight loss, nausea, vomiting, diarrhea, elevated body temperature, skin ulceration and infection, the result of picking at imaginary bugs, paranoia, depression, irritability, anxiety, increased blood pressure, due to the constriction of blood vessels, that may produce headaches, chest pain, or irregular heartbeat and lead to stroke or heart attack, seizures, permanent damage to brain cells caused by injury to small blood vessels serving the brain. For pregnant women - premature labor, detachment of the placenta, and low birth weight babies with possible neurological damage, poor feeding, and lethargy. For intravenous (IV) users - AIDS, hepatitis, infections and sores at the injection site, and infection of the heart lining and valves (endocarditis).

# HALLUCINOGENS

**Types Including: PCP, LSD, Mescaline, Peyote, Psilocybin** - *Did you know that*

- One use of LSD or PCP can cause multiple and dramatic behavioral changes.
- Large doses of hallucinogens may cause convulsions, ruptured blood vessels in the brain and irreversible brain damage.
- Many hallucinogens cause unpleasant and potentially dangerous "flashbacks," long after the drug was used.
- Most hallucinogens cause "hallucinations," i.e., changes in perception of time, smell, touch, etc.

How does LSD Affect You? Dilated pupils, high temperature, rapid heartbeat, increased blood pressure, sleeplessness, appetite loss, and tremors. Acute anxiety, depression, panic, paranoia, or psychotic behavior may accompany a bad trip or may occur after most other effects of the drug have worn off. An overdose can result in a longer, more intense and more frightening trip, and the spontaneous, recurring hallucinations known as flashbacks can occur days, weeks, or more than a year after LSD use.

# ECSTASY

Called MDMA (3-4-Methylenedioxyamphetamine) by scientists, it is a synthetic chemical that can be derived from an essential oil of the sassafras tree. One of the most dangerous drugs threatening young people today. MDMA is also one of the easiest illegal drugs to obtain.

- Effects similar to those of amphetamines and hallucinogens.
- Distributed almost anywhere, it has become very popular at social events like raves, hip hop parties, concerts, etc. frequented by both adults and youth. While not all "event" attendees use Ecstasy, the drug often makes the circuit of these parties and can set up dangerous circumstances that can affect everyone there.
- Short-term effects include psychological difficulties (confusion, depression, sleep problems, craving, severe anxiety, and paranoia). These effects occur during use and can continue even weeks after use.
- Physical problems that can occur are muscle tension, involuntary teeth clenching, nausea, blurred vision, rapid eye movement, fever, chills or sweating.

Long Term Effects- Recent findings connect use of Ecstasy to memory loss. Use of Ecstasy depletes serotonin, a very important chemical in the brain which regulates mood, sleeping and eating habits, as well as, the thinking and behavior process, sexual function, and sensitivity to pain.

# NARCOTICS

including Heroin, Codeine, Morphine, Opium, Precedent

**Paying the Price of Heroin Use:** range from mild distress to life threatening dangers and include: dry, itchy skin and skin infections, constricted pupils and reduced night vision, nausea and vomiting (following early use or high doses), constipation and loss of appetite, menstrual irregularity, reduced sex drive, scarring ("tracks") along veins and collapsed veins from repeated injections, irregular blood pressure, slow and irregular heartbeat (arrhythmia), fatigue, breathlessness, and labored, noisy breathing due to excessive fluid in the lungs ("the rattles"), injuries that result from engaging in any activity (such as working, driving, or operating machinery) when incapacitated by heroin use, dependence, addiction, hepatitis, AIDS, and other infections from unsanitary injection, stroke or heart attack caused by blood clots resulting from insoluble additives, respiratory paralysis, heart arrest, coma, and death from accidental overdose

# RESOURCES

US Department of Health and Human Resources As required with the Drug Free Schools and Communities Act (Public Law 101-226) The American Barber and Beauty Academy provides this description of the health risks associated with the use of illicit drugs and alcohol.

## **Counseling, Rehabilitation, and Assistance Programs**

1. Berks Counseling Center 645 Penn Street, Reading, PA 19601 (610) 373-4281
2. [Drug & Alcohol Rehab Program - Rehab Options In Pennsylvania](#) 1-800-662-HELP

## Federal Trafficking Penalties

DRUG/SCHEDULE	QUANTITY	PENALTIES	QUANTITY	PENALTIES
Cocaine (Schedule II)	500 - 4999 gms mixture	<b>First Offense:</b> Not less than 5 yrs, and not more than 40 yrs. If death or serious injury, not less than 20 or more than life. Fine of not more than \$2 million if an individual, \$5 million if not an individual  <b>Second Offense:</b> Not less than 10 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual	5 kgs or more mixture	<b>First Offense:</b> Not less than 10 yrs, and not more than life. If death or serious injury, not less than 20 or more than life. Fine of not more than \$4 million if an individual, \$10 million if not an individual.  <b>Second Offense:</b> Not less than 20 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual, \$20 million if not an individual.  <b>2 or More Prior Offenses:</b> Life imprisonment
Cocaine Base (Schedule II)	5-49 gms mixture		50 gms or more mixture	
Fentanyl (Schedule II)	40 - 399 gms mixture		400 gms or more mixture	
Fentanyl Analogue (Schedule I)	10 - 99 gms mixture		100 gms or more mixture	
Heroin (Schedule I)	100 - 999 gms mixture		1 kg or more mixture	
LSD (Schedule I)	1 - 9 gms mixture		10 gms or more mixture	
Methamphetamine (Schedule II)	5 - 49 gms pure or 50 - 499 gms mixture		50 gms or more pure or 500 gms or more mixture	
PCP (Schedule II)	10 - 99 gms pure or 100 - 999 gms mixture	100 gm or more pure or 1 kg or more mixture		
<b>PENALTIES</b>				
Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	<b>First Offense:</b> Not more than 20 yrs. If death or serious injury, not less than 20 yrs, or more than Life. Fine \$1 million if an individual, \$5 million if not an individual.  <b>Second Offense:</b> Not more than 30 yrs. If death or serious injury, not less than life. Fine \$2 million if an individual, \$10 million if not an individual		
Flunitrazepam (Schedule IV)	1 gm or more			
Other Schedule III drugs	Any amount	<b>First Offense:</b> Not more than 5 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.  <b>Second Offense:</b> Not more than 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual		
Flunitrazepam (Schedule IV)	30 to 999 mgs			
All other Schedule IV drugs	Any amount			

Flunitrazepam (Schedule IV)	Less than 30 mgs	<p><b>First Offense:</b> Not more than 3 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.</p> <p><b>Second Offense:</b> Not more than 6 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual.</p>
All Schedule V drugs	Any amount	<p><b>First Offense:</b> Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual.</p> <p><b>Second Offense:</b> Not more than 2 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.</p>

### Federal Trafficking Penalties - Marijuana

DRUG	QUANTITY	1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE
Marijuana	1,000 kg or more mixture; or 1,000 or more plants	<ul style="list-style-type: none"> <li>• Not less than 10 years, not more than life</li> <li>• If death or serious injury, not less than 20 years, not more than life</li> <li>• Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>• Not less than 20 years, not more than life If death or serious injury, mandatory life Fine not more than \$8 million if an individual, \$20 million if other than an individual</li> </ul>
Marijuana	100 kg to 999 kg mixture; or 100 to 999 plants	<ul style="list-style-type: none"> <li>• Not less than 5 years, not more than 40 years If death or serious injury, not less than 20 years, not more than life</li> <li>• Fine not more than \$2 million if an individual, \$5 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>• Not less than 10 years, not more than life If death or serious injury, mandatory life Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>
Marijuana	more than 10 kgs hashish; 50 to 99 kg mixture  more than 1 kg of hashish oil; 50 to 99 plants	<ul style="list-style-type: none"> <li>•• Not more than 20 years If death or serious injury, not less than 20 years, not more than life Fine \$1 million if an individual, \$5 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>•• Not more than 30 years If death or serious injury, mandatory life Fine \$2 million if an individual, \$10 million if other than individual</li> </ul>
Marijuana	1 to 49 plants; less than 50 kg mixture	<ul style="list-style-type: none"> <li>•• Not more than 5 years Fine not more than \$250,000, \$1 million other than individual</li> </ul>	<ul style="list-style-type: none"> <li>•• Not more than 10 years Fine \$500,000 if an individual, \$2 million if other than individual</li> </ul>
Hashish	10 kg or less		
Hashish Oil	1 kg or less		

Source: <http://www.usdoj.gov/dea/agency/penalties.htm>

## TITLE IV FEDERAL STUDENT AID

A Pell Grant is a subsidy the U.S. federal government provides for students who need it to pay for college. **Federal Pell Grants** are limited to students with financial need, who have not earned their first bachelor's degree, or who are enrolled in certain post-baccalaureate programs, through participating institutions. A Pell Grant is generally considered the foundation of a student's financial aid package, to which other forms of aid are added. The Federal Pell Grant program is administered by the United States Department of Education, which determines the student's financial need and through it, the student's Pell eligibility. The U.S. Department of Education uses a standard formula to evaluate financial information reported on the Free Application for Federal Student Aid (FAFSA) for determining the student's expected family contribution (EFC). Pell Grants were created by the Higher Education Act of 1965. These federal funded grants are not like loans, and need not be repaid.

A federal Direct Loan is a federal student loan made directly by the U.S. Department of Education. William D. Ford Federal Direct Loan Program includes four components: **Direct Subsidized, Direct Unsubsidized, Direct PLUS, and Direct Consolidation**. \*Subsidized -interest free during enrollment, grace period and deferment periods. \*Unsubsidized – interest accrues during all periods.

**Direct PLUS Loans** are offered to a parent of dependent students to assist the student with educational costs. Parent plus eligibility is determined by credit history. If a parent borrower is unable to obtain a PLUS loan, the undergraduate dependent student may be eligible for additional unsubsidized loans.

**Direct Consolidation Loan** allows you to consolidate (combine) multiple federal education loans into one loan. The result is a single monthly payment instead of multiple payments. Loan consolidation can also give you access to additional loan repayment plans and forgiveness programs.

## Financial Aid Application Process

### *FAFSA on the Web*

<https://studentaid.gov>. Complete the FAFSA application. Help is available for students online or by calling the Federal Student Aid Information Center (FSAIC) at 1-800-4-FEDAID (1-800-433-3243).

### *Renewal FAFSA*

<https://studentaid.gov> A student who has received an FSA ID and who the year before had a successful match on Social Security number (SSN), name, and date of birth with the Social Security Administration (SSA) is eligible for a renewal FAFSA.

### *FSA ID*

Students (and parents) use the FSA ID (username and password they create) to login to FAFSA on the Web and other FSA websites.

#### **HOW TO CREATE AN FSA ID**

- Access [fsaid.ed.gov](https://fsaid.ed.gov)
- Select Create FSA ID (*Dependent student and parent must both create an FSA ID*)
- Enter your email, create a username, password
- Enter personal information
- Enter security questions
- Confirm information
- Verify phone number and email address
- Social Security Administration verification. (*This will take approximately 1 – 3 days*)
- Students (and parents) use the FSA ID (username and password they create) to login to FAFSA on the Web and other FSA websites.

## Student Eligibility Requirements

A Student enrolled at the American Barber and Beauty Academy must meet the following eligibility requirements in order to receive federal aid.

- Must be enrolled as a *regular student* and must make satisfactory academic progress.
- A United States citizen or national
- A United States permanent resident or other eligible noncitizen
- Not be in default on an FSA loan or owe an overpayment on an FSA grant or loan and has not made a repayment arrangement for the default or overpayment.
- A student who has filed for bankruptcy or had a loan discharged for disability may need to give additional documentation before receiving aid.
- Have a valid social security number
- Males (any person assigned the sex of male at birth) aged 18–25 are required to register with the Selective Service System (SSS).
- The student must be qualified to study at the postsecondary level. A student qualifies if they:
  - Have a high school diploma (this can be from a foreign school if it is equivalent to a U.S. high school diploma)
  - has the recognized equivalent of a high school diploma, such as a general educational development (GED) certificate or other state-sanctioned test or diploma-equivalency certificate
  - has completed homeschooling at the secondary level as defined by state law
- A student must be enrolled at least half time to receive aid from the Direct Subsidized/Unsubsidized and Direct PLUS Loan programs.
- Have not been convicted of possession or sale of illegal drugs during a period of enrollment for which the student was receiving federal student aid.

## **Terms and Conditions of Direct Loans**

### **Governing Law**

The terms of the Application and the Master Promissory Note (MPN) will be interpreted in accordance with the Higher Education Act of 1965, as amended (20. U.S.C. 1070 *et seq.*), the U.S. Department of Education's (ED's) regulations, as they may be amended in accordance with their effective date, and other applicable federal laws and regulations (collectively referred to as the "Act"). Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in the MPN.

Information disclosed to students or parents of students who enter into an agreement regarding a Title IV, HEA loan that the loan will be submitted to NSLDS and accessible by authorized agencies, lenders and institutions [HEOA 489 amended HEA Sec. 485B]

### **Disclosure of Loan Terms**

The MPN applies to Federal Direct Stafford/Ford (Direct Subsidized) Loans and Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans. Under the MPN, the principal amount that the borrower owes, and is required to repay, will be the sum of all disbursements that are made (unless the borrower reduces or cancels any disbursements as explained below under Loan Cancellation), plus any unpaid interest that is capitalized and added to the principal amount.

At or before the time of the first disbursement of each loan, a disclosure statement will be sent to the borrower identifying the amount of the loan and additional terms of the loan. Important additional information is also contained in the Borrower's Rights and Responsibilities Statement accompanying the MPN. The Borrower's Rights and Responsibilities Statement and any disclosure statement received in connection with any loan under the MPN are hereby incorporated into the MPN.

Loans disbursed under the MPN are subject to the annual and aggregate loan limits specified under the Act. The borrower may request additional loan funds to pay for educational costs up to the annual and aggregate loan limits by contacting the school's financial aid office. The Financial Aid Administrator will determine if the borrower is eligible for any additional loan funds. The borrower will be notified of any increase or other change in the amount of their loan.

The borrower's eligibility for Direct Subsidized Loans and Direct Unsubsidized Loans may increase or decrease based on changes in his/her financial circumstances. The Financial Aid Administrator will notify the borrower of any changes in his/her eligibility. The borrower will be notified of any increase or decrease in the amount of their loan. The borrower understands that each loan made under their MPN is separately enforceable based on a true and exact copy of their MPN.

### **Loan Cancellation**

The borrower may pay back all or part of a disbursement within the timeframes set by the Act, as explained in the Borrower's Rights and Responsibilities Statement and in the disclosure statement they receive. If the borrower returns the full loan amount within the specified timeframes, they will not incur any loan fee or interest charges. If the borrower returns part of a disbursement within the specified timeframes, the loan fee and interest charges will be reduced in proportion to the amount returned.

## **Interest**

Unless the Department of Education (ED) notifies the borrower of a lower rate, the interest rate for any loan received under their MPN is determined using a formula specified in the Act. As explained in the Borrower's Rights and Responsibilities Statement, the borrower will be notified of the actual interest rate for each loan that they receive. ED does not charge interest on a Direct Subsidized Loan during an in school grace, or deferment period, and during certain periods of repayment under the Income-Based Repayment Plan. ED charges interest on a Direct Subsidized Loan during all other periods (including forbearance periods), starting on the day after my grace period ends. ED charges interest on a Direct Unsubsidized Loan during all periods (including in-school, grace, deferment, and forbearance periods), starting on the date of the first disbursement. The borrower agrees to pay all interest that is charged to him/her. They will be given the opportunity to pay the interest that accrues during grace, in school, deferment, forbearance, or other periods as provided under the Act. If they do not pay the interest, they understand that ED may capitalize the interest at the end of the grace, deferment, forbearance, or other period.

## **Loan Fee**

A loan fee is charged for each Direct Subsidized Loan and Direct Unsubsidized Loan as provided by the Act, and will be deducted proportionately from each disbursement of the loan. The loan fee will be shown on disclosure statements that will be issued to the borrower. The loan fee may be refundable only as permitted by the Act.

## **Late Charges and Collection Costs**

ED may collect: (1) a late charge of not more than six cents for each dollar of each late payment if the borrower fails to make any part of a required installment payment within 30 days after it becomes due, and (2) any other charges and fees that are permitted by the Act related to the collection of the loans. If the borrower defaults on his/her loans, they will pay reasonable collection costs, plus court costs and attorney fees.

## **Grace Period**

The borrower will receive a six-month grace period on repayment of each loan made under their MPN. The grace period begins the day after the borrower ceases to be enrolled at least half-time at an eligible school. The borrower is not required to make any payments on his/her loan during the grace period. However, interest will accrue on the borrower's Direct Unsubsidized Loan during the grace period and will be capitalized if the borrower does not repay it.

## Repayment

The borrower must repay the full amount of the loans made under his/her MPN, plus accrued interest. The Borrower will repay each loan in monthly installments during a repayment period that begins on the day immediately following their 6-month grace period on that loan. Payments made by the borrower or on the borrower's behalf will be applied first to late charges and collection costs that are due, then to interest that has not been paid, and finally to the principal amount of the loan, except during periods of repayment under an Income-Based Repayment Plan, when payments will be applied first to interest that is due, then to fees that are due, and then to the principal amount.

ED will provide the borrower with a choice of repayment plans. Information on these repayment plans is included in the Borrower's Rights and Responsibilities Statement.

ED will provide the borrower with a repayment schedule that identifies his/her payment amounts and due dates. If the borrower is unable to make their scheduled loan payments, ED may allow them to temporarily stop making payments, reduce their payment amount, or extend the time for making payments, as long as they intend to repay their loan. Allowing the borrower to temporarily delay or reduce loan payments is called forbearance. ED may adjust payment dates on the borrower's loans or may grant them a forbearance to eliminate a delinquency that remains even though they are making scheduled installment payments.

The borrower may prepay all or any part of the unpaid balance on their loans at any time without penalty. If they do not specify which loans they are prepaying, ED will determine how to apply the prepayment in accordance with the Act. After the borrower has repaid in full their loan made under their MPN, ED will send them a notice telling them that they have paid off their loan.

## Acceleration and Default

At ED's option, the entire unpaid balance of a loan will become immediately due and payable (this is called "acceleration") if any one of the following events occurs:

- The Borrower does not enroll as at least a half-time student at the school that certified their loan eligibility
- The Borrower does not use the proceeds of the loan solely for educational expenses
- The Borrower makes a false representation that results in his/her receiving a loan for which they are not eligible
- The Borrower defaults on the loan.

The following events will constitute a loan default:

- The Borrower does not pay the entire unpaid balance of the loan after ED has exercised its option under items 1, 2, and 3 in the preceding paragraph
- The Borrower does not make installment payments when due, provided their failure has persisted for at least 270 days
- The Borrower does not comply with other terms of the loan, and ED reasonably concludes that her/she no longer intends to honor their repayment obligation. If the Borrower defaults, ED may capitalize all the outstanding interest into a new principal balance, and collection costs will become immediately due and payable. The default will be reported to national consumer reporting agencies and will significantly and adversely affect the borrower's credit history. The Borrower understands that a default will have additional adverse consequences to them as disclosed in the Borrower's Rights and Responsibilities Statement.

## Legal Notices

Any notice required to be given to the borrower will be effective if mailed by first class mail to the most recent address ED has for the borrower. The Borrower will immediately notify ED of a change of address or status as specified in the Borrower’s Rights and Responsibilities Statement. If ED fails to enforce or insist on compliance with any term of the MPN, this does not waive any right of ED. No provision of the MPN may be modified or waived except in writing by ED. If any provision of the MPN is determined to be unenforceable, the remaining provisions will remain in force. Information about the borrower’s loans will be submitted to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes as authorized by ED.

Overview of Direct Loan and FFEL Program Repayment Plans			
Repayment Plan	Eligible Loans	Monthly Payment and Time Frame	Eligibility and Other Information
<a href="#">Standard Repayment Plan</a>	<ul style="list-style-type: none"> <li>• Direct Subsidized and Unsubsidized Loans</li> <li>• Subsidized and Unsubsidized Federal Stafford Loans</li> <li>• all PLUS loans</li> <li>• all <i>Consolidation</i> Loans (Direct or FFEL)</li> </ul>	Payments are a fixed amount that ensures your loans are paid off within 10 years (within 10 to 30 years for Consolidation Loans).	<p>All borrowers are eligible for this plan.</p> <p>You’ll usually pay less over time than under other plans. Standard Repayment Plan with a 10-year repayment period is not a good option for those seeking Public Service Loan Forgiveness (PSLF).</p> <p>Standard Repayment Plan for Consolidation Loans is not a qualifying repayment plan for PSLF.</p>
<a href="#">Graduated Repayment Plan</a>	<ul style="list-style-type: none"> <li>• Direct Subsidized and Unsubsidized Loans</li> <li>• Subsidized and Unsubsidized Federal Stafford Loans</li> <li>• all PLUS loans</li> <li>• all Consolidation Loans (Direct or FFEL)</li> </ul>	Payments are lower at first and then increase, usually every two years, and are for an amount that will ensure your loans are paid off within 10 years (within 10 to 30 years for Consolidation Loans).	<p>All borrowers are eligible for this plan.</p> <p>You’ll pay more over time than under the 10-year Standard Plan.</p> <p>Generally not a qualifying repayment plan for PSLF.</p>
<a href="#">Extended Repayment Plan</a>	<ul style="list-style-type: none"> <li>• Direct Subsidized and Unsubsidized Loans</li> <li>• Subsidized and Unsubsidized Federal Stafford Loans</li> <li>• all PLUS loans</li> <li>• all Consolidation Loans (Direct or FFEL)</li> </ul>	Payments may be fixed or graduated, and will ensure that your loans are paid off within 25 years.	<ul style="list-style-type: none"> <li>• If you're a Direct Loan borrower, you must have more than \$30,000 in outstanding Direct Loans.</li> <li>• If you're a FFEL borrower, you must have more than \$30,000 in outstanding FFEL Program loans.</li> <li>• Your monthly payments will be lower than under the 10-year Standard Plan or the Graduated Repayment Plan.</li> </ul>

**Overview of Direct Loan and FFEL Program Repayment Plans**

Repayment Plan	Eligible Loans	Monthly Payment and Time Frame	Eligibility and Other Information
			<ul style="list-style-type: none"> <li>You'll pay more over time than under the 10-year Standard Plan.</li> <li>Not a qualifying repayment plan for PSLF.</li> </ul>
<a href="#">Revised Pay As You Earn Repayment Plan (REPAYE)</a>	<ul style="list-style-type: none"> <li>Direct Subsidized and Unsubsidized Loans</li> <li>Direct PLUS loans made to students</li> <li>Direct Consolidation Loans that do not include PLUS loans (Direct or FFEL) made to parents</li> </ul>	<ul style="list-style-type: none"> <li>Your monthly payments will be 10 percent of <i>discretionary income</i>.</li> <li>Payments are recalculated each year and are based on your updated income and family size.</li> <li>You must update your income and family size each year, even if they haven't changed.</li> <li>If you're married, both your and your spouse's income or loan debt will be considered, whether taxes are filed jointly or separately (with limited exceptions).</li> <li>Any outstanding balance on your loan will be forgiven if you haven't repaid your loan in full after 20 years (if all loans were taken out for undergraduate study) or 25 years (if any loans were taken out for graduate or professional study).</li> </ul>	<ul style="list-style-type: none"> <li>Any Direct Loan borrower with an eligible loan type may choose this plan.</li> <li>You'll usually pay more over time than under the 10-year Standard Plan.</li> <li><b>You may have to pay income tax on any amount that is forgiven.</b></li> <li>Good option for those seeking PSLF.</li> </ul>
<a href="#">Pay As You Earn Repayment Plan (PAYE)</a>	<ul style="list-style-type: none"> <li>Direct Subsidized and Unsubsidized Loans</li> <li>Direct PLUS loans made to students</li> <li>Direct Consolidation Loans that do not include (Direct or FFEL) PLUS loans made to parents</li> </ul>	<ul style="list-style-type: none"> <li>Your monthly payments will be 10 percent of discretionary income, but never more than you would have paid under the 10-year Standard Repayment Plan.</li> <li>Payments are recalculated each year and are based on your updated income and family size.</li> <li>You must update your income and family size each year, even if they haven't changed.</li> <li>If you're married, your spouse's income or loan debt will be considered only if you file a joint tax return.</li> <li>Any outstanding balance on your loan will be forgiven if you haven't repaid your loan in full after 20 years.</li> </ul>	<ul style="list-style-type: none"> <li>You must be a <i>new borrower</i> on or after Oct. 1, 2007, and must have received a <i>disbursement</i> of a Direct Loan on or after Oct. 1, 2011.</li> <li>You must have a high debt relative to your income.</li> <li>Your monthly payment will never be more than the 10-year Standard Plan amount.</li> <li>You'll usually pay more over time than under the 10-year Standard Plan.</li> <li><b>You may have to pay income tax on any amount that is forgiven.</b></li> <li>Good option for those seeking PSLF.</li> </ul>
<a href="#">Income-Based Repayment Plan (IBR)</a>	<ul style="list-style-type: none"> <li>Direct Subsidized and Unsubsidized Loans</li> <li>Subsidized and Unsubsidized Federal Stafford Loans</li> </ul>	<ul style="list-style-type: none"> <li>Your monthly payments will be either 10 or 15 percent of discretionary income (depending on when you received your first loans), but never more than you would</li> </ul>	<ul style="list-style-type: none"> <li>You must have a high debt relative to your income.</li> <li>Your monthly payment will never be more than</li> </ul>

**Overview of Direct Loan and FFEL Program Repayment Plans**

Repayment Plan	Eligible Loans	Monthly Payment and Time Frame	Eligibility and Other Information
	<ul style="list-style-type: none"> <li>• all PLUS loans made to students</li> <li>• Consolidation Loans (Direct or FFEL) that do not include Direct or FFEL PLUS loans made to parents</li> </ul>	<ul style="list-style-type: none"> <li>• have paid under the 10-year Standard Repayment Plan.</li> <li>• Payments are recalculated each year and are based on your updated income and family size.</li> <li>• You must update your income and family size each year, even if they haven't changed.</li> <li>• If you're married, your spouse's income or loan debt will be considered only if you file a joint tax return.</li> <li>• Any outstanding balance on your loan will be forgiven if you haven't repaid your loan in full after 20 years or 25 years, depending on when you received your first loans.</li> <li>• You may have to pay income tax on any amount that is forgiven.</li> </ul>	<ul style="list-style-type: none"> <li>• the 10-year Standard Plan amount.</li> <li>• You'll usually pay more over time than under the 10-year Standard Plan.</li> <li>• <b>You may have to pay income tax on any amount that is forgiven.</b></li> <li>• Good option for those seeking PSLF.</li> </ul>
<a href="#">Income-Contingent Repayment Plan (ICR)</a>	<ul style="list-style-type: none"> <li>• Direct Subsidized and Unsubsidized Loans</li> <li>• Direct PLUS Loans made to students</li> <li>• Direct Consolidation Loans</li> </ul>	<ul style="list-style-type: none"> <li>• Your monthly payment will be the lesser of                             <ul style="list-style-type: none"> <li>◦ 20 percent of discretionary income, or</li> <li>◦ the amount you would pay on a repayment plan with a fixed payment over 12 years, adjusted according to your income.</li> </ul> </li> <li>• Payments are recalculated each year and are based on your updated income, family size, and the total amount of your Direct Loans.</li> <li>• You must update your income and family size each year, even if they haven't changed.</li> <li>• If you're married, your spouse's income or loan debt will be considered only if you file a joint tax return or you choose to repay your Direct Loans jointly with your spouse.</li> <li>• Any outstanding balance will be forgiven if you haven't repaid your loan in full after 25 years.</li> </ul>	<ul style="list-style-type: none"> <li>• Any Direct Loan borrower with an eligible loan type may choose this plan.</li> <li>• You'll usually pay more over time than under the 10-year Standard Plan.</li> <li>• <b>You may have to pay income tax on any amount that is forgiven.</b></li> <li>• Good option for those seeking PSLF.</li> <li>• Parent borrowers can access this plan by consolidating their Parent PLUS Loans into a <i>Direct Consolidation Loan</i>.</li> </ul>
<a href="#">Income-Sensitive Repayment Plan</a>	<ul style="list-style-type: none"> <li>• Subsidized and Unsubsidized Federal Stafford Loans</li> <li>• FFEL PLUS Loans</li> <li>• FFEL Consolidation Loans</li> </ul>	<ul style="list-style-type: none"> <li>• Your monthly payment is based on annual income, but your loan will be paid in full within 15 years.</li> </ul>	<ul style="list-style-type: none"> <li>• You'll pay more over time than under the 10-year Standard Plan.</li> <li>• The formula for determining the monthly payment amount can vary from <i>lender</i> to lender.</li> </ul>

Overview of Direct Loan and FFEL Program Repayment Plans			
Repayment Plan	Eligible Loans	Monthly Payment and Time Frame	Eligibility and Other Information
			Available only for FFEL Program loans, which are not eligible for PSLF.

- The interest rates for Direct Subsidized Loans and Direct Unsubsidized Loans are shown in the chart below.

Loan Type	Borrower Type	2020 – 2021 Federal Loan Interest Rates
Direct Subsidized Loans and Direct Unsubsidized Loans	Undergraduate	2.75%
Direct PLUS Loan	Parents	5.30%

- The interest rates shown above are fixed rates for the life of the loan.

The following chart shows the annual and aggregate limits for subsidized and unsubsidized loans.

Year	Dependent Students (except students whose parents are unable to obtain PLUS Loans)	Independent Students (and dependent undergraduate students whose parents are unable to obtain PLUS Loans)
First-Year Undergraduate Annual Loan Limit	\$5,500—No more than \$3,500 of this amount may be in subsidized loans.	\$9,500—No more than \$3,500 of this amount may be in subsidized loans.
Second-Year Undergraduate Annual Loan Limit	\$6,500—No more than \$4,500 of this amount may be in subsidized loans.	\$10,500—No more than \$4,500 of this amount may be in subsidized loans.
Third-Year and Beyond Undergraduate Annual Loan Limit	\$7,500—No more than \$5,500 of this amount may be in subsidized loans.	\$12,500—No more than \$5,500 of this amount may be in subsidized loans.
Graduate or Professional Students Annual Loan Limit	Not Applicable (all graduate and professional students are considered independent)	\$20,500 (unsubsidized only)
Subsidized and Unsubsidized Aggregate Loan Limit	\$31,000—No more than \$23,000 of this amount may be in subsidized loans.	\$57,500 for undergraduates—No more than \$23,000 of this amount may be in subsidized loans. \$138,500 for graduate or professional students—No more than \$65,500 of this amount may be in subsidized loans. The graduate aggregate limit includes all federal loans received for undergraduate study.

- The aggregate loan limits include any Subsidized Federal Stafford Loans or Unsubsidized Federal Stafford Loans you may have previously received under the *Federal Family Education Loan (FFEL) Program*. As a result of legislation that took effect July 1, 2010, no further loans are being made under the *FFEL Program*.
- Effective for periods of enrollment beginning on or after July 1, 2012, graduate and professional students are no longer eligible to receive Direct Subsidized Loans. The \$65,500 subsidized aggregate loan limit for graduate or professional students includes subsidized loans that a graduate or professional student may have received for periods of enrollment that began before July 1, 2012, or for prior undergraduate study.

If the total loan amount you receive over the course of your education reaches the aggregate loan limit, you are not eligible to receive additional loans. However, if you repay some of your loans to bring your outstanding loan debt below the aggregate loan limit, you could then borrow again, up to the amount of your remaining eligibility under the aggregate loan limit.

Graduate and professional students enrolled in certain health profession programs may receive additional Direct Unsubsidized Loan amounts each academic year beyond those shown above. For these students, there is also a higher aggregate limit on Direct Unsubsidized Loans. If you are enrolled in a health profession program, talk to the *financial aid office* at your school for information about annual and aggregate limits.

## **Borrowers Rights and Responsibilities**

All borrowers of a Direct Loan have the right to receive the following information and must adhere to the following responsibilities.

- Written information on loan obligations and information on rights and responsibilities as a borrower.
- A grace period and an explanation of what this means.
- A disclosure statement, received prior to repayment of the loan that includes information about interest rates, fees, the balance owed, and the number of payments.
- Deferment of repayment for certain defined periods, if the borrower qualifies and requests it.
- Forbearance, if the borrower qualifies and requests it.
- Prepayment of the loan in whole or in part any time without an early-repayment penalty.
- A copy of the borrower's promissory note either before or at the time the loan is disbursed.
- Documentation that the loan(s) are paid in full.
- First time borrowers must complete entrance counseling as required by the ED by logging into the ED website [studentloans.gov](http://studentloans.gov).
- The borrower must complete exit counseling as required by the ED once the borrower drops below half time enrollment or ceases enrollment. Exit counseling can be completed by logging into the ED website [studentloans.gov](http://studentloans.gov).
- Repaying the loan even if the borrower does not complete the academic program (under certain circumstances).
- Repaying the loan even if the borrower is dissatisfied with the education received, or unable to find employment after graduation.
- The borrower must notify their Direct Loan Servicing Center if they move/change address; change name; withdraw from school or drop below half-time enrollment; transfer to another school.
- Fail to enroll or reenroll in school for the period for which the loan was intended.
- Change expected date of graduation.
- Graduate
- The borrower must make monthly payments on the loan(s) after they leave school, unless they have a deferment or a forbearance.
- The borrower must notify the U.S. Department of Education's Direct Loan Servicing Center of anything that might alter their eligibility for an existing deferment.

## FINANCIAL ASSISTANCE CONTACT INFORMATION

### Parents

Topic	Contact
FAFSA® submission, correction, or signature <i>FSA ID</i> (username and password)	<a href="#">Federal Student Aid Information Center</a> 1-800-433-3243 Chat and email are available Note: The contact center can discuss FSA ID issues <b>only with the owner</b> of the FSA ID
<a href="#">Parent PLUS loan application on StudentLoans.gov</a>	<a href="#">Student Loan Support Center</a> 1-800-557-7394

### Loan Repayment and Forgiveness

Topic	Contact
Make a loan payment Repayment plans, including general questions about income-driven repayment <i>Deferment</i> and <i>forbearance</i> Teacher loan forgiveness Closed school loan <i>discharge</i> application	<a href="#">Student Loan Servicer</a>
Public Service Loan Forgiveness (PSLF) <i>PSLF Employment Certification Form</i>	<a href="#">FedLoan Servicing</a> 1-855-265-4038 You can mail your completed <i>PSLF Employment Certification Form</i> to this address: U.S. Department of Education FedLoan Servicing P.O. Box 69184 Harrisburg, PA 17106-9184 You may also fax the form to 717-720-1628
<a href="#">Borrower defense</a> <a href="#">Apply for borrower defense to loan repayment</a>	Borrower Defense Customer Support: 1-855-279-6207 You may email or mail your completed <i>Application for Borrower Defense to Loan Repayment</i> to: <a href="mailto:BorrowerDefense@ed.gov">BorrowerDefense@ed.gov</a> U.S. Department of Education – Borrower Defense to Repayment P.O. Box 1854 Monticello, KY 42633
<a href="#">Income-driven repayment plan application on StudentLoans.gov</a> Loan <i>consolidation</i>	<a href="#">Student Loan Support Center</a> 1-800-557-7394
Defaulted loan Wage or tax refund garnishment	<a href="#">Default Resolution Group</a> 1-800-621-3115 1-877-825-9923 TTY
Loan dispute (after taking all steps on <a href="#">Resolving Disputes</a> page of this site)	<a href="#">Federal Student Aid Ombudsman Group</a> 1-877-557-2575

## Applying for and Receiving Aid

Topic	Contact
FAFSA process Using FSA ID (username and password) during FAFSA process	<a href="#">Federal Student Aid Information Center</a> 1-800-433-3243 Chat and email are available Note: The contact center can discuss FSA ID issues <b>only with the owner</b> of the FSA ID
Getting aid (grants, loans)—how much and when Loan <i>cancellation</i> within 120 days of <i>disbursement</i> Withdrawing from school or transferring	Your school <i>financial aid office</i>
Loan agreement (MPN) <a href="#">Student PLUS loan application on StudentLoans.gov</a> Entrance or <i>exit counseling</i> Using FSA ID on <a href="#">StudentLoans.gov</a>	<a href="#">Student Loan Support Center</a> 1-800-557-7394
Closed school	<a href="#">Closed school resource page</a>

## Giving Feedback

Action	Contact
Get help with a response you received about an aid dispute (response is incorrect, or you disagree with it)	<a href="#">Federal Student Aid Ombudsman Group</a> 1-877-557-2575
Submit a complaint Report suspicious activity Report broken links or something else not working on this site Suggest website improvements Send a compliment	<a href="#">Federal Student Aid Feedback System</a>

## **VOTER REGISTRATION**

Pursuant to the National Voter Registration Act of 1993 (also known as the “NVRA” or “motor voter law”). The school must make voter registration forms available to its certificate seeking (FSA-eligible) students. Students can register online or download a copy of the PA Voter Registration Form at:

**<https://www.pavoterservices.pa.gov/pages/VoterRegistrationApplication.aspx>**

## **CONSTITUTION DAY**

In remembrance of the signing of the U.S. Constitution, and in recognition of the Americans who strive to uphold the duties and responsibilities of citizenship, including Federal employees, the Congress enacted a law on December 8, 2004, that requires educational institutions receiving Federal funding to hold an educational program for their students pertaining to the United States Constitution on September 17 of each year, except when it falls on a weekend, then Constitution day educational programs for students will be held the preceding Friday or following Monday.

## **POLICIES AND SANCTIONS RELATED TO COPYRIGHT INFRINGEMENT**

Copyright is legal protection of intellectual property (Copyrights, Trademarks and Patents), in whatever medium, that is provided for by the laws of the United States to the owners of copyrights. Many people understand that copyright laws cover printed works such as books and magazine articles, but they are not aware that the protection extends to software, digital works, and unpublished works, including forms of a work, its digital transmission, and subsequent use. Types of works that are covered by intellectual property laws include but are not limited to: books, photographs, architectural drawings, music, drama, sculpture, movies, electronic media, web pages, software, multi-media works, and databases.

Copyright infringement can subject the student to criminal and civil liabilities. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or statutory damages at no less than \$750.00, and no more than \$30,000. For willful and malicious conduct, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorney fees. Criminal penalties can also apply, up to and including imprisonment for five years, and fines up to \$250,000 dollars. Violations of this policy are subject to disciplinary action, probation, legal proceeding, suspension, up to and/or including termination and expulsion. For details, see Title 17, Sections 504 and 505 of the United States Code.

## **INFORMATION SECURITY**

The American Barber and Beauty Academy has established this Information Security Plan to assure compliance with The Gramm-Leach-Bliley Act (GLB) and the Safeguards Rule. As required, this Plan is designed to ensure the security and confidentiality of student information, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any student, student's parent or spouse.

American Barber and Beauty Academy complies with and requires its employees and third party vendors to comply with all applicable federal, state, and local laws and regulations, as well as school policies and procedures, that govern information security, confidentiality, and privacy. This Information Security Plan includes future and existing school policies and procedures that address the security and confidentiality of data included under the definition of "covered data," which is defined as all information required to be protected under GLB.

Student information is defined as any record containing nonpublic, personally identifiable financial information, whether in paper, electronic, or other form, that the school obtains from a student, a student's parent(s) or spouse, or other third party; or such information provided to the Academy, or obtained by the Academy in connection with providing a financial service. The financial services offered by American Barber and Beauty Academy are Title IV Federal Student Aid, Veterans Education Benefits and other financial services such as TFC contracts and In-House payment plans for tuition and/or fees.

Examples of student information include names, addresses, phone numbers, bank and credit card

account numbers, income and credit histories and social security numbers. This includes student information, as well as financial information that the Academy, as a matter of school policy, has included within the scope of this Plan, whether or not such information is covered by GLB. This may include financial and personal identifying information obtained by the Academy outside of a financial service transaction covered by GLB. Service providers are defined as all third parties who are provided access to covered data. American Barber and Beauty Academy third party service providers are Financial Aid Services, Inc., TFC Credit Corporation and Sunrise Credit Services. The American Barber and Beauty Academy has developed, implemented, and maintained a comprehensive information security plan that contains administrative, technical and physical safeguards, of any student information it handles. The five components of the plan are:

1. Assigned a GLB Information Security Plan Coordinator, George Ortiz, Jr.
2. To work with administration, staff and instructors to identify internal and external risks to the security, confidentiality, and integrity of student information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of the current safeguards for controlling these risks;
3. Put into place safeguards to control the identified risks, and ensure that the effectiveness of these safeguards is regularly tested and monitored.
4. Ensure service providers maintain appropriate safeguards.
5. Evaluate and adjust the Plan based on the results of testing and monitoring any changes to operations, or any other circumstances that have or may have an impact on the Plan.

The GLB Information Security Plan Coordinator is responsible for implementing and maintaining this Plan, and will work closely with all relevant staff, administrators and instructors.

The responsibilities of the Coordinator include, but are not limited to, the following:

- Consult with all employees who have access to covered data to:
  - identify potential and actual risks to the security and privacy of covered data;
  - evaluate the effectiveness of current safeguards for controlling these risks;
  - design and implement additional required safeguards; and
  - regularly monitor and test the Plan.
- The Coordinator will ensure that adequate training and education programs are developed and provided to all employees with access to covered data, and that existing policies and procedures that provide for the security of covered data are reviewed and adequate.
- The Coordinator will make revisions to existing policy, or develop new policy, as appropriate.

- The Coordinator will consult with service providers with access to covered data, to ensure that all such service providers are included within the scope of this Plan.
- The Coordinator will review the Plan annually, and make adjustments as needed.
- The Coordinator will maintain a current, written Plan and make it available to all affected parties.

Under the guidance of the Coordinator, all employees with access to covered data are to consider the risks, and the safeguards currently in place to manage those risks, in each relevant area of operations including, but not limited to information processing, file storage, transmission, and disposal of both paper and electronic records.

The Coordinator will establish procedures for identifying and assessing risks in each relevant area of the Academy's operations. The Coordinator will ensure that risk assessments are conducted at least annually, and more frequently where required.

**Information Safeguards and Monitoring** The Coordinator will verify that all employees with access to covered data implement reasonable safeguards to control risks to the security, confidentiality, and integrity of that data, and that the effectiveness of these safeguards is monitored regularly.

**Employee Management and Training** Safeguards for information security are to include the management and training of all employees with access to covered data.

The Coordinator will work with the School Director, Director of Financial Aid, and Admissions to develop appropriate training programs for all current and new employees. Training will focus on increased awareness of the importance of preserving the confidentiality and security of covered data.

**Information Systems** safeguards include using password-protected files when electronically transmitting covered data outside the Academy; permanently removing covered data from computer hard drives prior to disposal; storing physical records in a secure area; protecting covered data from physical hazards; shredding paper records, and other reasonable measures to secure covered data while in the Academy's possession.

The Coordinator will implement and monitor effective procedures for preventing, detecting, and responding to hacks and other systems failures. Such procedures may include maintaining anti-virus software; appropriate filtering or firewall protection.

#### **Service Providers and Contract Assurances**

The Coordinator will ensure that reasonable steps are taken to select and retain service providers that are capable of maintaining appropriate safeguards for covered data.

#### **Periodic Review and Adjustment of Plan**

The Coordinator will evaluate and adjust the Plan annually to assure ongoing compliance with GLB and the FTC Safeguards Rule, as well as consistency with other existing and future laws and regulations.

## MISREPRESENTATION

*Misrepresentation* is defined as a false, incorrect, or misleading statement made directly or indirectly to a student, prospective student, any member of the public, an accrediting agency, a state agency, or the Department.

A *misleading statement* includes any statement that has the likelihood or tendency to deceive. A statement is any communication made in writing, visually, orally, or through other means. This definition applies to statements made by an eligible school, one of its representatives, or any ineligible institution, organization, or person with whom the eligible institution has an agreement to provide educational programs or to provide marketing, advertising, recruiting, or admissions services.

Misrepresentation includes the dissemination of a student endorsement or testimonial that a student gives either under duress or because the school required the student to make such an endorsement or testimonial to participate in a program.

A school, one of its representatives, or a related party (see above) engages in *substantial misrepresentation* when it does so about the nature of its educational program, its financial charges, or the employability of its graduates. Substantial misrepresentation is defined as any misrepresentation on which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment. **Substantial misrepresentations are prohibited in all forms, including those made in any advertising or promotional materials or in the marketing or sale of courses or programs of instruction offered by this institution.**