



BEAUTY SCHOOLS  
OF AMERICA

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**CONSUMER INFORMATION**  
MAY 2016

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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. The information is as follows:

Male – 16%

Female – 84%

American Indian or Alaska Native – 1%

Asian – 20%

Black or African American – 28.80%

Hispanic/ Latino – 63%

Native Hawaiian or other Pacific – 0%

White – 4.40%

Two or More Races – 0%

Race and ethnicity unknown – 2.20%

Nonresident alien – 0%

First-time Undergraduate Pell recipients – 94%

**\*Student Body Information reported in IPEDS on February 2016**

## FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (*FERPA*) afford eligible 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 Beauty Schools of America® receives a request for access. A student should submit to the Registrar, or Campus Director, a written requests 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 or 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*. The name and address of the office that administers *FERPA* is: **Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202.**

### *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 the contract to the Department to perform certain administrative functions or studies. In addition:

- 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.
- 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 Registrar 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**

Beauty Schools of America<sup>®</sup> is pleased to provide the following information regarding our institution's graduation and completion rates. The 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 the information to its students.

The following is the four year average from 2009-2012 graduation and completion rate reported in IPEDS for our main and branch campuses for cohort year 2012.

### **Graduation Rates:**

Hialeah Campus – 65%

Miami Campus – 68%

North Miami Beach – 67%

Homestead – 66%

Miami Beach – 62%

**\*Graduation Rates reported in IPEDS on February 2016**



## Retention Rate:

In accordance with the *Higher Education Act (HEA) of 1965*, as amended, each postsecondary institution must make available information regarding retention rates to currently enrolled and prospective students. Listed below are retention rate for certificate seeking first-time full-time undergraduate's students who were enrolled in our institution between August 1 and October 31, 2015.

Hialeah Campus – 62%

Miami – 71%

North Miami Beach – 67%

Homestead – 69%

Miami Beach – 70%

### **\*Retention Rates reported in IPEDS on April 2016**

## 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.

## 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, BSA 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 ear 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

### Introduction

Beauty Schools of America<sup>®</sup> (BSA) 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 local Campus Director.

This information is being provided to you as part of Beauty Schools of America<sup>®</sup> 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 Registrar 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 Facilities**

Access to campus buildings is restricted during non-business hours. Campus buildings are opened by a school official at approximately 8:00 am (students will be permitted to go to their assigned classroom starting at 8:30 am) and are closed at approximately 10:00 pm. On Saturdays, the buildings are opened and closed by department personnel for scheduled classes and events only. As scheduled by management, and when necessary, the campuses 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 Campus Director at each location is the assigned Campus Security Officer. Student, staff, and faculty must report any crimes or emergencies to the Campus Director immediately. All crime victims and/or witnesses are strongly encouraged to immediately report any crime to the Campus Director (CD). The CD will contact the appropriate police agency. Prompt reporting will assure timely warning notices on-campus and timely disclosure of crime statistics. Campus Directors and school authorized personnel have the right to ask individuals on campus for identification and 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 Campus 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 Campus Director will immediately contact 911. If the student, 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. A 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.

***List of Campus Security Authority***

1. **Hiialeah** – Lupe Herrera, Campus Director - 305-824-2118
2. **Miami** – Nora Martin, Campus Director - 305-824-2127
3. **N. Miami Beach** - Dolly Rivera, Campus Director - 305-824-2304
4. **Homestead** – Monique Tablada, Campus Director - 305-824-2412
5. **Miami Beach** – Leticia Velasquez, Campus Director - 305-824-2511





	Drug Law Violations	On Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	
		Public Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Liquor Law Violations	On Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Public Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Disciplinary Actions</b>	Illegal Weapons Possession	On Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		Public Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Drug Law Violations	On Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Public Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Liquor Law Violations	On Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Public Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Unfounded Crimes</b>	Total Unfounded Crimes		N/A	N/A	0	N/A	N/A	0	N/A	N/A	0	N/A	N/A	0	N/A	N/A	0	



## Daily Crime Log

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 posted in the school bulletin board and made available to all staff annually.

## 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 Campus Director. If the situation occurs after school hours, students as well as employees can contact the school *Emergency Hotline number at 305-824-2030*. 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 Florida is compiled by The Florida Department of Law Enforcement/Florida Sexual Offenders and Predators. The Florida Department of Law Enforcement website allows the public to search their sex offender database online. This information can be found at: <http://offender.fdle.state.fl.us/offender/homepage.do>

### Other links:

Florida Department of Corrections <http://www.dc.state.fl.us/>

Registered Florida Sex Offenders <http://www.city-data.com/so/Florida.html>

## Sexual Assault Policy

Beauty Schools of America® 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

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

North Dade Victims Center.....	305-758-2546 (24 hours a day)
South Dade Victims Center.....	305-247-4249 (24 hours a day)
Victim Assistance Program.....	305-758-2819
Victims of Crime Services.....	305-230-6141
Roxcy Bolton Rape Treatment Center.....	305-585-7273
The Journey Institute.....	305-443-1123
M.U.J.E.R.....	305-247-1388

## **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, a 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 or the first day of class 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, call 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

Beauty Schools of America® 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 in 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 Florida 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 *Florida Statute 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**

- If injury/illness is life threatening call 911 immediately
- Describe the nature of the circumstance to emergency personnel
- Advise the Campus Director that an emergency 911 call has been made
- Stay at the location of emergency until emergency personnel arrives
- Contact the victim's emergency contact and family member immediately
- Acquire a copy of the Emergency Medical Report
- Complete an Accident Report

## **Fire Safety**

In the event of a fire, the fire alarm will sound. Staff assigned by the Campus Director will escort all students, staff, and visitors. The emergency evacuation route guidelines (posted in classrooms and offices) will be as follows:

- A whistle will blow three times.
- When you hear the whistle, you are to immediately stop what you are doing and exit calmly to the nearest exit. Evacuation routes are posted around the campus.
- Once you are out of the building, you are to stand at least 500 feet from the building. Remain quiet and calm. Look for all fellow classmates.
- The instructor will be taking roll call after insuring the building is clear of students and customers.
- Do not re-enter building until declared safe by Police, Fire, and/or Campus Director.

## **Bomb Threat**

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

- Campus Director or Police Officer will instruct students to their valuables and walk to the assigned area, usually 500 feet away from the building.
- Do not run, rush the stairwells, or use the elevators.
- Once safe, instructors will take attendance and report student count to the Campus Director.
- Instructors will wait with students until the search for the bomb has been conducted.
- Do not re-enter the building until the “all clear” signal is given.
- In times of severe weather or a prolonged search, students may be moved to a pre-arranged re-location site.

## **Tornado Warning**

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

- If you are indoors, do not leave the building.
- If you are outside, move immediately to the nearest designated shelter location.
- Stay away from exterior walls, doors and windows.
- Students would be advised to exit their classrooms and go into an interior hallway.
- Students on the upper floor should be moved to the lower level hallway.
- Do not use elevators.
- If tornado is close to school ground move to small interior rooms (ex: bathrooms, closets).
- Get under a piece of furniture if possible (ex: sturdy table, desk).
- Kneel down, bend head toward wall and cover any exposed area with coat or covering.
- After tornado students will be instructed to calmly exit the building.
- Building property will be inspected for safety and when an “all clear” has been issued, students can return to class.

## **Hurricane Warning**

In the event of a hurricane warning the following guidelines should be performed:

- The Campus Director will notify all students that a hurricane is expected within 36 hours.
- The school will be closed and the telephone system will be placed on emergency mode. The telephone system will state the emergency and will notify all parties when the emergency situation has passed.
- When the hurricane has passed or danger is not evident, the Campus Director along with a designated school official will visit the schools to ensure the safety of all concerned.
- When an all clear is evident, the Campus Director will notify staff of the proceeds of resuming the normal schedule and updating the telephone system.

For information on the opening or closing of the school during inclement weather, students as well as employees can contact the school *Emergency Hotline number at 305-824-2030*.

## **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:

- Immediately notify police and appropriate law enforcement agencies (911)
- Initiate action and secure building
- Remain calm and encourage others to remain calm
- Proceed to a room that can be locked or barricaded (classroom, office, closet, etc.)
- 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.
- Turn out the lights.
- Move away from all doors and windows and sit down on the floor.
- Ignore all knocks.
- Remain quiet (silence all cell phones).
- Remain in place until an “all clear” is given by an authorized person or law enforcement official.
- In case of an immediate life- threatening event, each individual should take whatever actions are necessary to protect his or her own life.
- If possible to flee the area safely and avoid danger, do so.

## DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

### Drug Policy

Beauty Schools of America® 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's learning environment. The employees and students must notify the school of any criminal drug and alcohol statute conviction for a violation occurring in the learning environment no later than five days after such conviction. 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:*

- The employee and student will be required to actively participate in a drug or alcohol abuse assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency.
- Community service with one of the above stated agencies.
- 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.

## Counseling, Rehabilitation, and Assistance Programs

1. *The Dade Family Counseling Hialeah Center*  
1490 West 49<sup>th</sup> Place Suite 410  
Hialeah, FL 33012  
Phone: 305-827-3252
2. *The Dade Family Counseling Miami Center*  
8372 SW 8<sup>th</sup> Street  
Miami, FL 33144  
Phone: 305-267-0205
3. *The Dade Family Counseling Miami Gardens Center*  
3968 NW 167<sup>th</sup> Street  
Miami Gardens, FL 33054  
Phone: 305-621-6160
4. *Transitions Recovery Programs*  
1928 NE 154<sup>th</sup> Street  
North Miami Beach, FL 33162  
Phone: 305-949-9001 or 800-626-1980 (24 hours)

5. *About Drugs Online Information*  
[www.aboutdrugsonline.com/rehabs.php/US/Florida/Miami\\_Beach](http://www.aboutdrugsonline.com/rehabs.php/US/Florida/Miami_Beach)
6. *National Association for Drug Abuse/National Directory of Drugs and Alcohol Abuse*
  - a. 1-800-662-HELP (4357)
  - b. [www.findtreatment.samha.gov](http://www.findtreatment.samha.gov)
7. *Miami Beach Community Service Center*  
 833 Sixth Street Suite 2  
 Miami Beach, FL 33139  
 Phone: 305-672-1705
8. *Dade County Neighborhood Center*  
 1600 NW 6<sup>th</sup> Court  
 Florida City, FL 33034  
 Phone: 305-247-7680 (Building B – Rehab & Counseling)  
 Phone: 305-247-2068 (Building A – Electricity & Evictions)

### Local Penalties and Sanctions for Illegal Possession of a Controlled Substance and Alcohol Abuse

In addition to the aforementioned federal and the following state sanctions, local ordinance generally provides for legal sanctions of unlawful possession of illicit drugs and alcohol.

All Florida drug trafficking crimes are First degree felonies and carry mandatory sentences (893.135 FLA. Statute).

<b>FLORIDA DRUG TRAFFICKING PENALTIES</b>		
<b>DRUG</b>	<b>QUANTATITY</b>	<b>MANDATORY MINIMUM PENALTY</b>
Marijuana (pot, cannabis)	25 – 2,000 pounds or 300 or more cannabis plants	3 years in prison and \$25,000 fine
	2,000 pounds but less than 10,000 pounds or is 2,000 or more cannabis plants	7 years in prison and \$50,000 fine
	10,000 pounds or more or is 10,000 or more cannabis plants	15 years in prison and \$200,000 fine
Cocaine	28 to 200 grams	3 years in prison \$50,000 fine
	200 to 400 grams	7 years in prison \$100,000 fine
	400 grams to 150 kilograms	15 years in prison \$250,000 fine
Heroin	28 to 200 grams	3 years in prison \$50,000 fine
	200 to 400 grams	7 years in prison \$100,000 fine
	400 grams or more	15 years in prison \$250,000 fine

## Florida DUI Penalties

The state of Florida treats those convicted of the crime of driving under the Influence (DUI) differently; the penalties differ depending on the number of prior DUI convictions and/or the driver's Blood Alcohol Content (BAC).

As of July 1, 2012, *Enhanced* penalties apply if the driver's BAC is 0.15% or over, or if a minor was in the vehicle at the time of the offense.

<b>FLORIDA DUI PENALTIES</b>		
<b>DUI OFFENSE</b>	<b>BAC .08 AND ABOVE</b>	<b>ENHANCED BAC .15 AND ABOVE</b>
1 <sup>ST</sup> Offense	Fine - \$250 to \$500 Community Service - 50 Hours Probation - Not more than 1 Year Imprisonment - Not more than 6 Months Imprisonment with BAL of .08 or higher with a minor in the vehicle, not more than 9 months License Revocation - Minimum of 180 days DUI School - 12 Hours	The penalties will be the same if there was no enhancement, with the exception of those listed below: Imprisonment up to 270 days; a fine of \$1,000 - \$2,000; an Interlock Ignition Device must be installed in the defendant's car, and remain up to 6 months. * If there was an accident, the defendant may be sentenced to up to 364 days in jail.
2 <sup>nd</sup> Offense (1 <sup>st</sup> offense occurred within 5 years)	Mandatory imprisonment for 10 days (confinement of at least 48 hours must be consecutively), but maybe up to 270 days; probation up to 1 year; a fine of \$1,000 - \$2,000; license suspension for 5 years; DUI school, Level 2; all of the defendant's cars will be impounded for 30 days; an Interlock Ignition Device will be installed in the defendant's car and, remain for 1 year.	The penalties will be the same if there was no enhancement, with the exception of those listed below: Mandatory imprisonment for 10 days (confinement of at least 48 hours must be consecutively, but it may be up to 364 days; a fine of \$2,000 - \$4,000; an Interlock Ignition Device must be installed in the defendant's car, and remain for 2 years. * If there was an accident, the defendant may be sentenced to up to 364 days in jail.
3 <sup>rd</sup> Offense (2 <sup>nd</sup> offense occurred within 10 years)	Mandatory imprisonment for 30 days (confinement of at least 48 hours must be consecutively) up to 5 years; probation up to 5 years; a fine of \$2,000 - \$5,000; license suspension for 10 years; DUI school, Level 2; All of defendant's cars will be impounded for 90 days; An Interlock Ignition Device will be installed in the defendant's car, and remain for 2 years.	Same as 3 <sup>rd</sup> offense Fine of not less than \$4,000.
4 <sup>th</sup> Offense (3 <sup>rd</sup> offense occurred within 10 years)	Imprisonment up to 5 years; probation up to 5 years; a fine of \$2,000 - \$5,000; Permanent loss of license; All of defendant's car will be impounded for 90 days; No Interlock Ignition Device as the defendant's license will be permanently suspended.	Same as 4 <sup>th</sup> offense

## Federal Penalties and Legal Sanctions for Illegal Possession of a Controlled Substance

Federal Penalty Code	Sanctions
21 U.S.C 844(a)	<p>1<sup>st</sup> conviction: up to one year imprisonment and fined at least \$1,000 but not more than \$100,000 or both.</p> <p>After 1 prior drug conviction: at least 15 days in prison, but not exceed 2 years and fined at least \$2,500 but not more than \$2,5000 or both. After 2 or more prior drug convictions: at least 90 days in prison, not to exceed 3 years and fined at least \$5,000 but not more than \$250,000 or both, If:</p> <ul style="list-style-type: none"> <li>(a) 1<sup>st</sup> conviction and the amount of mixture or substance possessed exceed 5 grams.</li> <li>(b) 2<sup>nd</sup> crack conviction and the amount of mixture or substance possessed exceed 3 grams.</li> <li>(c) Or subsequent mixture or substance conviction and the amount of crack possessed exceeds 1 gram.</li> </ul>
21 U.S.C 862 and 881 (A) (7)	Forfeiture of personal and real property used to possess or facilitate possession of a controlled substance if that offense is punishable by more than 1-year imprisonment (see special sentencing provisions re: crack).
21 U. S.C 861 (A) (4)	Forfeiture of vehicle, boats, aircraft or any other conveyance used to transport or conceal a controlled substance.
21 U.S.C 844a	Civil fine up to \$10,000
21 U.S.C 862	Denial of Federal benefits, such as loans, grants, contracts, and professional and commercial licenses, up to 5 years for the first offense, up to 10 years for second offense. Upon third or subsequent conviction permanently ineligible for all federal benefits.
18 U.S.C. 922(g)	Ineligible to receive or purchase a firearm
Miscellaneous	Revocation of certain Federal license and benefits e.g. pilots licenses, public housing tenancy, e.g., are vested within the authorities of individual Federal agencies.

For more information you can access the U.S Department of justice at <http://www.deadiversion.usdoj.gov/index.html>

**Note: These are only Federal Penalties and Sanctions, additional State penalties and sanctions may apply.**

## Drug Free School Notification: Federal Trafficking Penalties

<b>FEDERAL TRAFFICKING PENALTIES</b>						
<b>CONTROLLED SUBSTANCE ACT SCHEDULE: I AND II</b>						
<b>Drug</b>	<b>Quantity</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>	<b>Quantity</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>
Methamphetamine	5 - 49 gm. pure or 50-499 gm. mixture	Not less than 5 years and not more than 40 years. If death or serious injury, not less than 20 years or more than life. Fine of not more than \$5 million individual, \$25 million if other than an individual.	Not less than 10 years and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$8 million individual, \$50 million if other than an individual.	50 gm. or more pure or 500 gm. or more mixture	Not less than 10 years and not more than life. If death or serious injury, not less than 20 years or more than life. Fine of not more than \$10 million individual, \$50 million if other than an individual.	Not less than 20 years and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$20 million individual, \$75 million if other than an individual.
Heroin	100 - 999 gm. mixture			1 Kg or more mixture		
Cocaine	500 - 4,999 gm. mixture			5 Kg or more mixture		
Cocaine Base	28 - 279 gm. mixture			280 gm. or more mixture.		
PCP	10 - 99 gm. pure or 100 - 999 gm. mixture			100 gm. or more pure or 1 Kg or more mixture		
LSD	1 - 9 gm. mixture			10 gm. or more mixture		
Fentanyl	40 - 399 gm. mixture			400 gm. or more mixture		
Fentanyl Analogue	10 - 99 gm. mixture			100 gm. or more mixture		

<b>FEDERAL TRAFFICKING PENALTIES</b>			
<b>Drug</b>	<b>Quantity</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>
<b>Substances Act Schedule: I and II</b>			
Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any	Not more than 20 years. If death or serious injury, not less than 20 years., or more than Life. Fine \$1 million if an individual, \$5 million if other than an individual. Up to 3 years of supervised release.	Not more than 30 years. If death or serious injury, up to life imprisonment. Fine \$2 million if an individual, \$10 million if other than an individual. Up to 6 years of supervised release.
<b>Substance Act Schedule: III</b>			
Other Schedule III drugs	Any	Not more than 10 years. If death or serious injury, not more than 15 years. Fine not more than \$500,000 if an individual, \$2.5 million if other than an individual. Up to 2 years of supervised release.	Not more than 20 years. If death or serious injury, not more than 30 years. Fine not more than \$1 million if an individual, \$5 million if other than an individual. Up to 4 years of supervised release.
<b>Substance Act Schedule: IV</b>			
All other Schedule IV drugs	Any	Not more than 5 years. Fine not more than \$250,000 if an individual, \$1 million if other than an individual. Up to 1 year of supervised release.	Not more than 10 years. Fine not more than \$500,000 if an individual, \$2 million if other than an individual. Up to 2 years of supervised release.
Flunitrazepam (Schedule IV)	Less than 1 gm.		
<b>Substance Act Schedule: V</b>			
All Schedule V drugs	Any amount	Not more than 1 years. Fine not more than \$100,000 if an individual, \$250,000 if other than an individual.	Not more than 4 years. Fine not more than \$200,000 if an individual, \$500,000 if other than an individual.

<b>FEDERAL TRAFFICKING PENALTIES- MARIJUANA</b>			
<b>Description</b>	<b>Quantity</b>	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense</b>
Marijuana	1,000 Kg or more mixture; or 1,000 or more plants	Not less than 10 years, not more than life. If death or serious injury, not less than 20 years, not more than life. Fine not more than \$10 million individual, \$50 million if other than individual. Up to 5 years of supervised release.	Not less than 20 years, not more than life. If death or serious injury mandatory life. Fine not more than \$20 million individual, \$75 million if other than an individual. Up to 10 years of supervised release.
	100 Kg – 999 Kg mixture; or 100 – 999 plants	Not less than 5 years, not more than 40 years. If death or serious injury, not less than 20, not more than life. Fine not more than \$5 million individual, \$25 million other than individual. Up to 4 years of supervised release.	Not less than 10 years, not more than life. If death or serious injury mandatory life. Fine not more than \$ 8 million individual, \$50 million if other than an individual. Up to 8 years of supervised release.
	50 – 99 Kg or more mixture; or 50 or more plants	Not more than 20 years. If death or serious injury, not less than 20 years, not more than life. Fine not more than \$1 million individual, \$5 million other than individual. Up to 3 years of supervised release.	Not less than 30 years. If death or serious injury not more than life. Fine not more than \$2 million individual, \$10 million of other than an individual. Up to 6 years of supervised release.
	Less than 50 Kg mixture	Not more than 5 years.	Not more than 10 years.
Hashish	10 Kg or less	Fine not more than \$250,000 individual, \$1 million other than individual. Up to 2 years of supervised release.	Fine not more than \$500,000 if individual, \$2 million if other than individual. Up to 4 years of supervised release.
Hashish Oil	1 Kg or less		

For more information you can access the U.S Drug Enforcement Administration at <http://www.justice.gov/dea/druginfo/ftp3.shtml>

## **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.

Our Beauty Schools of America<sup>®</sup> (BSA) names and logos are a Registered U.S. Trademark that cannot be used without the expressed written consent of BSA. In addition, BSA owns all photographs, advertising, images, audio, DVD's, and likenesses it has produced, displays or is located on BSA property, publications, software and websites. Use of any Trademarks, images, names, photographs, videos, audio, DVD's and advertising, which are owned by BSA, is strictly prohibited for non-official use. This includes the use of file sharing networks to download and share copyrighted works without permission of BSA, or receiving illegal copies or downloads or copyrighted work from a third-party. Any student, who wishes to use any of the above-referenced BSA material, must request written permission from the Campus Director.

Violations of this policy are subject to disciplinary action, probation, legal proceeding, suspension, up to and/or including termination and expulsion.



## TERMS AND CONDITIONS OF DIRECT LOANS

### Governing Law

The terms of this 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 this MPN.

### Disclosure of Loan Terms

This MPN applies to Federal Direct Stafford/Ford (Direct Subsidized) Loans and Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans. Under this MPN, the principal amount that I owe, and am required to repay, will be the sum of all disbursements that are made (unless I reduce or cancel 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 me 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 this MPN. The Borrower's Rights and Responsibilities Statement and any disclosure statement I receive in connection with any loan under this MPN are hereby incorporated into this MPN.

Loans disbursed under this MPN are subject to the annual and aggregate loan limits specified under the Act. I may request additional loan funds to pay for my educational costs up to the annual and aggregate loan limits by contacting my school's financial aid office. My school will determine if I am eligible for any additional loan funds. I will be notified of any increase or other change in the amount of my loan.

My eligibility for Direct Subsidized Loans and Direct Unsubsidized Loans may increase or decrease based on changes in my financial circumstances. My school will notify me of any changes in my eligibility. I will be notified of any increase or decrease in the amount of my loan. I understand that each loan made under this MPN is separately enforceable based on a true and exact copy of this MPN.

### Loan Cancellation

I 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 a disclosure statement that I will receive. If I return the full loan amount within those timeframes, I will not incur any loan fee or interest charges. If I return part of a disbursement within those timeframes, the loan fee and interest charges will be reduced in proportion to the amount returned.

## Interest

Unless the Department of Education (ED) notifies me in writing of a lower rate, the interest rate for any loan I receive under this MPN is determined using a formula specified in the Act. As explained in the Borrower's Rights and Responsibilities Statement, I will be notified of the actual interest rate for each loan that I 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. I agree to pay all interest that is charged to me. I 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 I do not pay the interest, I 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 each of my loans. The loan fee will be shown on disclosure statements that will be issued to me. I understand the loan fee may be refundable only as permitted by the Act.

## Late Charges and Collection Costs

ED may collect from me: (1) a late charge of not more than six cents for each dollar of each late payment if I fail 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 my loans. If I default on my loans, I will pay reasonable collection costs, plus court costs and attorney fees.

## Grace Period

I will receive a six-month grace period on repayment of each loan made under this MPN. The grace period begins the day after I cease to be enrolled at least half-time at an eligible school. I am not required to make any payments on my loan during the grace period. However, interest will accrue on my Direct Unsubsidized Loan during the grace period and will be capitalized if I do not repay it.

## Repayment

I must repay the full amount of the loans made under this MPN, plus accrued interest. I will repay each loan in monthly installments during a repayment period that begins on the day immediately following my 6-month grace period on that loan. Payments made by me or on my 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 me with a choice of repayment plans. Information on these repayment plans is included in the Borrower's Rights and Responsibilities Statement. ED will provide me with a repayment schedule that identifies my payment amounts and due dates. If I am unable to make my scheduled loan payments, ED may allow me to temporarily stop making payments, reduce my payment amount, or extend the time for making payments, as long as I intend to repay my loan. Allowing me to temporarily delay or reduce loan payments is called forbearance. ED may adjust payment dates on my loans or may grant me forbearance to eliminate a delinquency that remains even though I am making scheduled installment payments. I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, ED will determine how to apply the prepayment in accordance with the Act. After I have repaid in full a loan made under this MPN, ED will send me a notice telling me that I have paid off my loan.

## Acceleration and Default

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

- 1) I do not enroll as at least a half-time student at the school that certified my loan eligibility
- 2) I do not use the proceeds of the loan solely for my educational expenses
- 3) I make a false representation that results in my receiving a loan for which I am not eligible
- 4) I default on the loan.

The following events will constitute a default on my loan:

- 1) I do 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
- 2) I do not make installment payments when due, provided my failure has persisted for at least 270 days
- 3) I do not comply with other terms of the loan, and ED reasonably concludes that I no longer intend to honor my repayment obligation. If I default, ED may capitalize all the outstanding interest into a new principal balance, and collection costs will become immediately due and payable. If I default, the default will be reported to national consumer reporting agencies and will significantly and adversely affect my credit history. I understand that a default will have additional adverse consequences to me as disclosed in the Borrower's Rights and Responsibilities Statement.

## Legal Notices

Any notice required to be given to me will be effective if mailed by first class mail to the most recent address ED has for me. I 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 this MPN, this does not waive any right of ED. No provision of this MPN may be modified or waived except in writing by ED. If any provision of this MPN is determined to be unenforceable, the remaining provisions will remain in force. Information about my 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.

## LOAN REPAYMENT OPTIONS

The repayment period for each Direct Subsidized Loan and Direct Unsubsidized Loan that you receive begins on the day after your grace period ends. The Direct Loan Servicing Center will notify you of the date your first payment is due. You must make payments on your loan even if you do not receive a bill or repayment notice. Billing information is sent to you as a convenience, and you are obligated to make payments even if you do not receive a notice or bill. You may choose one of the following repayment plans to repay your loan:

***Standard Repayment Plan*** – With the standard plan, you'll pay a fixed amount each month until your loans are paid in full. Your monthly payments will be at least \$50, and you'll have up to 10 years to repay your loans. The standard plan is good for you if you can handle higher monthly payments because you'll repay your loans more quickly. Your monthly payment under the standard plan may be higher than it would be under the other plans because your loans will be repaid in the shortest time. For the same reason—the 10-year limit on repayment—you may pay the least interest.

***Graduated Repayment Plan*** – With this plan your payments start out low and increase every two years. The length of your repayment period will be up to ten years. If you expect your income to increase steadily over time, this plan may be right for you. Your monthly payment will never be less than the amount of interest that accrues between payments. Although your monthly payment will gradually increase, no single payment under this plan will be more than three times greater than any other payment.

***Extended Repayment Plan*** – With this plan you must have more than \$30,000 in Direct Loan debt and you must not have an outstanding balance on a Direct Loan as of October 7, 1998. Under the extended plan you have 25 years for repayment and two payment options: fixed or graduated. Fixed payments are the same amount each month, as with the standard plan, while graduated payments start low and increase every two years, as with the graduated plan below.

This is a good plan if you will need to make smaller monthly payments. Because the repayment period will be 25 years, your monthly payments will be less than with the standard plan. However, you may pay more in interest because you're taking longer to repay the loans. **Remember that the longer your loans are in repayment, the more interest you will pay.**

***Income Contingent Repayment Plan*** – (not available for parent PLUS Loans)

With this plan you have the flexibility to meet your Direct Loan obligations without causing undue financial hardship. Each year, your monthly payments will be calculated on the basis of your adjusted gross income (AGI, plus your spouse's income if you're married), family size, and the total amount of your Direct Loans. Under the ICR plan you will pay each month the lesser of:

1. the amount you would pay if you repaid your loan in 12 years multiplied by an income percentage factor that varies with your annual income, or
2. 20% of your monthly discretionary income\*.

If your payments are not large enough to cover the interest that has accumulated on your loans, the unpaid amount will be capitalized once each year. However, capitalization will not exceed 10 percent of the original amount you owed when you entered repayment. Interest will continue to accumulate but will no longer be capitalized.

The maximum repayment period is 25 years. If you haven't fully repaid your loans after 25 years (time spent in deferment or forbearance does not count) under this plan, the unpaid portion will be discharged. You may, however, have to pay taxes on the amount that is discharged.

***Income-Based Repayment Plan (effective July 1, 2009)*** – Under this plan, your required monthly payment amount will be based on your income during any period when you have a partial financial hardship. Your monthly payment amount may be adjusted annually. The maximum repayment period under this plan may exceed 10 years. If you meet certain requirements over a 25-year period, you may qualify for cancellation of any outstanding balance on your loans.

If you can show to our satisfaction that the terms and conditions of the above repayment plans are not adequate to meet your exceptional circumstances, we may provide you with an alternative repayment plan. If you do not choose a repayment plan, we will place you on the Standard Repayment Plan. The chart at the end of this Borrower's Rights and Responsibilities Statement ("Repaying Your Loans") allows you to estimate the monthly and total amounts you would repay under the Standard, Graduated, Extended, and Income Contingent repayment plans based on various initial loan amounts. You may change repayment plans at any time after you have begun repaying your loan. There is no penalty if you make loan payments before they are due, or pay more than the amount due each month. Except as provided by the Act for payments made under the Income-Based Repayment Plan, we apply your payments and prepayments in the following order: (1) late charges and collection costs first, (2) outstanding interest second, and (3) outstanding principal last. When you have repaid a loan in full, the Direct Loan Servicing Center will send you a notice telling you that you have paid off your loan. You should keep this notice in a safe place.

***Pay as You Earn Repayment Plan (effective December 21, 2012)*** - To qualify for Pay As You Earn, you must have a ***partial financial hardship***. You have a partial financial hardship if the monthly amount you would be required to pay on your eligible federal student loans under a 10-year Standard Repayment Plan is higher than the monthly amount you would be required to repay under Pay As You Earn. For this purpose, your eligible student loans include all of your William D. Ford Federal ***Direct Loan*** (Direct Loan) Program loans that are eligible for Pay As You Earn, as well as certain types of ***Federal Family Education Loan (FFEL) Program*** loans. Although your ***FFEL Program*** loans cannot be repaid under Pay As You Earn, the following types of FFEL Program loans are counted in determining whether you have a partial financial hardship:

- Subsidized and Unsubsidized Federal Stafford Loans
- Federal PLUS Loans made to graduate or professional students
- Federal ***Consolidation*** Loans that did not repay any PLUS loans for parents

You also must be a ***new borrower*** as of Oct. 1, 2007, and must have received a disbursement of a Direct Loan on or after Oct. 1, 2011. You are a new borrower if you had no outstanding balance on a Direct Loan or FFEL Program loan as of Oct. 1, 2007, or had no outstanding balance on a Direct Loan or FFEL Program loan when you received a new loan on or after Oct. 1, 2007. Your payment amount may increase or decrease each year based on your income and family size. Once you've initially qualified for Pay As You Earn, you may continue to make payments under the plan even if you no longer have a partial financial hardship.

## **Addendum to the Direct Subsidized Loan/Direct Unsubsidized Loan Master Promissory Note William D. Ford Federal Direct Loan Program**

The Consolidated Appropriations Act, 2012 (Public Law 112-74), signed into law on December 23, 2011, changed one of the terms of Federal Direct Stafford/Ford Loans (Direct Subsidized Loans). Specifically, the new law temporarily eliminated the interest subsidy provided on Direct Subsidized Loans during the six month grace period provided to students when they are no longer enrolled on at least a half-time basis. This change is effective for new Direct Subsidized Loans for which the first disbursement is made on or after July 1, 2012, and before July 1, 2014.

As a result of this law, the terms of Direct Subsidized Loans that you receive under a Direct Subsidized Loan/Direct Unsubsidized Loan Master Promissory Note (MPN) may differ from the terms described in the MPN and the Borrower's Rights and Responsibilities Statement. This Addendum modifies the MPN to reflect the change to the terms of Direct Subsidized Loans made by Public Law 112-74. The changes made by this Addendum are incorporated into and made part of the MPN and the Borrower's Rights and Responsibilities Statement. You should keep a copy of this Addendum with your MPN and Borrower's Rights and Responsibilities Statement.

**1. MPN, Section E: MPN Terms and Conditions, Interest.** The first sentence of the second paragraph under the heading "Interest" is revised to read as follows:

"Except as provided in the Note below, interest does not accrue 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."

The following Note is added immediately after the paragraph that begins "If I do not pay the interest...":

"Note: Interest accrues during the grace period on any Direct Subsidized Loan for which the first disbursement is made on or after July 1, 2012, and before July 1, 2014."

**2. MPN, Section E, Grace Period.** The last sentence of the paragraph under the heading "Grace Period" is revised to read as follows:

"However, interest will accrue during the grace period on all of my Direct Unsubsidized Loans, and on my Direct Subsidized Loans for which the first disbursement is made on or after July 1, 2012, and before July 1, 2014. Interest that accrues during the grace period on these loans will be capitalized if I do not repay it."

**3. Borrower's Rights and Responsibilities Statement, Item 9, Payment of Interest.** The first sentence of the first paragraph is revised to read as follows:

"Except as provided in the Note below, interest does not accrue on a Direct Subsidized Loan while you are enrolled in school at least half time, during your grace period, during deferment periods, and during certain periods of repayment under the Income-Based Repayment Plan."

The following Note is added at the end of Item 9:

"Note: Interest accrues during the grace period on any Direct Subsidized Loan for which the first disbursement is made on or after July 1, 2012, and before July 1, 2014."

### **SAMPLE LOAN REPAYMENT CHART**

*Note: All figures are based on a 6.8% annual interest rate.*

<b>Loan Payment Chart</b>				
Amount Borrowed	Loan Term	Interest Rate		
		6.8%		Total Payment
		Monthly Payments	Total Interest	Interest + Principle
\$2,000	10 yrs.	\$23.02	\$762	\$2,762.00
\$3,500	10 yrs.	\$40.28	\$1,333	\$4,833.00
\$4,000	10 yrs.	\$46.03	\$1,524	\$5,524.00
\$4,500	10 yrs.	\$51.79	\$1,714	\$6,214.00
\$5,500	10 yrs.	\$63.29	\$2,095	\$7,595.00
\$6,000	10 yrs.	\$69.05	\$2,286	\$8,286.00
\$8,000	10 yrs.	\$92.06	\$3,048	\$11,048.00
\$10,000	10 yrs.	\$115.08	\$3,810	\$13,810.00
\$12,000	10 yrs.	\$138.10	\$4,572	\$16,572.00
\$14,000	10 yrs.	\$161.11	\$5,333	\$19,333.00
\$16,000	10 yrs.	\$184.13	\$6,095	\$22,095.00
\$18,000	10 yrs.	\$207.14	\$6,857	\$24,857.00
\$20,000	10 yrs.	\$230.16	\$7,619	\$27,619.00
\$20,500	10 yrs.	\$235.91	\$7,810	\$28,310.00



\$22,000	10 yrs.	\$253.18	\$8,381	\$30,381.00
\$24,000	10 yrs.	\$276.19	\$9,143	\$33,143.00
\$26,000	10 yrs.	\$299.21	\$9,905	\$35,905.00
\$28,000	10 yrs.	\$322.22	\$10,667	\$38,667.00
\$30,000	10 yrs.	\$345.24	\$11,429	\$41,429.00
\$32,000	10 yrs.	\$368.26	\$12,191	\$44,191.00
\$34,000	10 yrs.	\$391.27	\$12,953	\$46,953.00
\$36,000	10 yrs.	\$414.29	\$13,715	\$49,715.00
\$38,000	10 yrs.	\$437.31	\$14,477	\$52,477.00
\$40,000	10 yrs.	\$460.32	\$15,239	\$55,239.00
\$42,000	10 yrs.	\$483.34	\$16,000	\$58,000.00
\$44,000	10 yrs.	\$506.35	\$16,762	\$60,762.00
\$46,000	10 yrs.	\$529.37	\$17,524	\$63,524.00
\$48,000	10 yrs.	\$552.39	\$18,286	\$66,286.00
\$50,000	10 yrs.	\$575.40	\$19,048	\$69,048.00
\$52,000	10 yrs.	\$598.42	\$19,810	\$71,810.00
\$54,000	10 yrs.	\$621.43	\$20,572	\$74,572.00
\$56,000	10 yrs.	\$644.45	\$21,334	\$77,334.00

The loan repayment chart shown above is provided to help estimate your student loan payment. Figures have been rounded to the nearest dollar and represent minimum payments at 6.0% for Stafford Loans and 6.8% for Unsubsidized Loans over a 10 year period. This does include interest that may be accumulated during periods of deferment and forbearance.