Consumer Information

January 1

2021

[The following is information that colleges are required by the federal law Higher Education Act (HEA) of 1965, as amended by the Higher Education Opportunity Act (HEOA) of 2008 to make available to prospective and enrolled students. For more information on a particular topic, please contact the office at Academy of Hair Design Inc. in Springfield, Missouri and Austin Texas; and Academy of Hair Design d/b/a BeVelle Barber School Austin, Texas.

2019/2020

Award Years

#### **Student Consumer Information – Higher Education Opportunity Act (HEOA)**

The following is information that colleges are required by the federal law Higher Education Act (HEA) of 1965, as amended by the Higher Education Opportunity Act (HEOA) of 2008 to make available to prospective and enrolled students. For more information on a particular topic, please contact the office at Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School

#### **General Institutional Information**

##### **State Authorization**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School is licensed and authorized through the Texas Department of Licensing and Regulations (TDLR) to provide post-secondary educational programs of Cosmetology and Barbering. AOHD is also accredited through The National Accrediting Commission of Career Arts and Sciences (NACCAS). No distance education is offered, all programs are conducted on campus in Austin, Texas.

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| --- |
| **Addresses of Agencies for Texas** |
| Texas Department of Licensing and Regulations | NACCAS |
| PO Box 12157 | 4401 Ford Avenue, Suite 1300 |
| Austin, Texas 78711 | Alexandria, VA 22302 |
| 512.463.6599 • 800.803.9202 | 703.600.7600 |

###### **Financial Need**

Financial need is defined as the difference between the cost of attending the institution and the expected family contribution as determined with the completion of the Free Application for Federal Student Aid (FAFSA). The awarding of Federal Student Aid (FSA) will be based on the student’s eligibility and availability of funds. Students may contact the Financial Services office regarding any financial questions.

###### **Cost of Attendance**

Educational expenses are based upon the cost of tuition, books, supplies, room and board, transportation, and personal expenses and defined by the U.S. Department of Education (ED). For further information you may refer to the cost of attendance section of the Federal Student Aid Handbook.

###### **Tuition**

The student must arrange to pay the current program cost. The program cost includes the required textbooks, kit and smock. All students, regardless of payment option, must have a signed Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School contractual agreement on record to be considered enrolled. Confirmation of financial eligibility should be received prior to start and include one of the following:

1. Financial aid award letter
2. Authorization from third party agency (i.e.: Vocational Rehabilitation) covering the cost or difference
3. Down payment or payment in full as described in enrollment contract agreement
4. Signed contract with TFC
5. Any combination of the above as described in enrollment contract agreement

###### **Scholarship**

A scholarship is an award by an independent grant, source or private donor. Any scholarship is considered a part of the student’s financial assistance package and must be reported to the Financial Services office of Academy.

###### **Application for Federal Student Aid (FSA)**

To qualify to receive financial aid students must:

1. Complete and submit the FAFSA online using 040375 school code.
2. Be enrolled and regularly attending an eligible program as defined by the U.S. Department of Education
3. Maintain satisfactory academic progress (SAP) as later defined in this manual
4. Certify that he/she is not in default on any FSA loan or owe an overpayment on any FSA grant or loan
5. Provide a high school diploma or transcript with graduation date
6. Be a U.S. citizen or eligible non-citizen
7. Provide true and accurate documentation requested in order to secure FSA award letter (W-2 and Tax transcript, verification worksheet, other supporting documentation)

###### **Applying for Aid and Eligibility**

Any student who wishes to apply for federal Title IV financial assistance must complete the *Free Application for Federal Student Aid* (FAFSA). Students can complete the FAFSA online at [www.fafsa.gov.](http://www.fafsa.gov/) The FAFSA information is electronically transmitted to the U.S. Department of Education’s Central Processing Service (CSP). Once processed, the school will receive an Institutional Student Information Record (ISIR) that is used to determine the student’s eligibility for financial assistance. To be eligible for federal aid an applicant must:

* Be enrolled in an eligible program
* Have a valid Social Security Number
* Be a US citizen or eligible non-citizen
* Demonstrate need (need is the difference between the cost of education and the amount that you or your family can afford to pay). Need determined by the information that is supplied on the FAFSA.
* Not be in default on any Federal Title IV student loan
* Not owe a Pell refund at any school
* Have a high school diploma or its equivalency
* Be registered with Selective Services (males only)
* Maintain satisfactory progress towards completion of the course of study

###### **Granting Federal Student Aid (FSA)**

Notification to eligible applicants will be in the form of a financial aid award letter. The award letter will include applicable scholarships, federal, state and institutional aid for which the student is eligible.

###### **Federal PELL Grants**

This grant is available to undergraduate students who meet certain financial and FSA requirements. The eligibility is determined by the Expected Family Contribution (EFC). There is a limit to the total amount of Federal PELL Grants that a student may receive, which is the equivalent of 6 school years. For more information see Federals Student Handbook. PELL Grants are paid in two disbursements over the course of the academic year. Payment periods in hours are listed in disbursement schedule below.

###### **William D. Ford Federal Direct Loan Program**

The low-interest loans that make up the William D. Ford Federal Direct Loan Program (Direct Loans) enables students and parents to receive funds directly from the U.S. Department of Education to pay for education after high school. The Department is the lender, rather than a bank or credit union, and delivers loan proceeds through the student’s school. Students and parents repay the U.S. Department of Education.

The Direct Loan Program help eligible students enrolled at least half time in an eligible program of study meet their educational costs. The Direct Loan Program offers Federal Subsidized Loans and Unsubsidized Loans.

A Subsidized loan is awarded on the basis of financial need. If eligible, the federal government pays the interest on the loan (“subsidizes” the loan) until the student is no longer enrolled in an eligible program at least half time and during the authorized 6 month grace period before repayment. Students’ may not be eligible for Direct Subsidized Loans once they have received Direct Subsidized Loans for a period of 150% of the length of the borrower’s educational program (see Federal Student Handbook for more information).

An unsubsidized loan is not awarded on the basis of need. Eligible students are charged interest from the time the loan is disbursed until it is paid in full. The student can choose to pay the interest or allow it to capitalize. If the student allows the interest to accumulate, it will increase the amount to be repaid. If the student pays the interest as it accrues, the student will repay less during the loan repayment period.

###### **Federal Direct PLUS**

A Direct PLUS Loan enables parents of dependent students to borrow for their children’s educations. Parents must apply for the PLUS loans and complete a Master Promissory Note. If a dependent student’s parents are denied a PLUS loan, the student may be eligible to receive additional funding. Contact the Financial Services Director for more information.

###### **Disbursement Schedule for PELL Grant and Student Loan**

Academy operates on clock hours, using 900 hours as an academic year. The first disbursement of eligible PELL & Loans is requested within 30 days of the start date. To be eligible for the first disbursement students must have an approved award letter on file and all required loan documents must be completed (MPN, entrance counseling). The student must be making satisfactory progress in pay period to be eligible for the scheduled disbursements. (See the complete SAP policy for details). Qualifications for satisfactory progress are as follows: the student’s grade point average (GPA) must be 75% and their attendance average must be 70%. Scholarship recipients must maintain a GPA of 85% and attendance average of 80%. Upon receipt of the official progress report confirming the above, the financial services department will then request any eligible PELL Grant and Student Loan disbursement as follows:

|  |  |  |
| --- | --- | --- |
|  | **Grade Level 1** | **Grade Level 2** |
| **Pay Period 1****(in hours)** | **Pay Period 2****(in hours)** | **Pay Period 1****(in hours)** |
| Cosmetology | 1-450 | 451-900 | 901-1000 |
| Barber | 1-450 | 451-900 | 901-1000 |

###### **Additional Financial Services Programs for Texas**

Academy participates in the following financial aid programs (for those who qualify): Federal Pell Grants, Federal Direct Student Loans (subsidized and unsubsidized), Federal Direct PLUS Loans, and DARS. It is the responsibility of the applicant to secure arrangements for funding and establish communications between any third-party agency and the Academy (if applicable). All aid will be applied to pay institutional charges, and then any credit balance will be given to student. Academy operates on clock hours, using 900 hours as an academic year.

###### **Payment Plans**

Academy accepts payments in the form of cash, checks, money order, cashier’s check and debit/credit cards. Academy offers alternative funding options including institutional payments or Tuition Financial Corporation to assist in covering the tuition cost. Applications for this funding can be obtained in the financial services office at which time the Financial Service Director will review the application, submit for credit report, and arrange payment plan if approved. Academy reserves the right to suspend or terminate enrollment for nonpayment of tuition or other required fees at any time.

###### Initial Loan Counseling for Student Borrowers

The institution ensures that student loan borrowers of a Federal Direct Loan will receive entrance counseling prior to the first disbursement of the loan. The counseling will include:

* An explanation of the use of the Master Promissory Note
* The effect of the loan on the borrowers eligibility for other forms of aid
* The importance of repayment obligations
* Obligation to repay the full amount of the loan regardless of completion of the program or completing within regular time, inability to obtain employment, or is otherwise dissatisfied with or does not receive the educational or other services the borrower purchased from the school
* Information on accrual and capitalization of interest
* Option of paying unsubsidized loan interest while in school
* Information on the Borrowers Right and Responsibilities
* Sample of monthly repayment amounts
* Consequences of Default
* Information about NSLDS and how the borrower can access their loan records
* Definition of half-time enrollment and consequences of not maintaining half-time enrollment
* Contact information for individuals the borrower may contact with questions about the borrower’s rights and responsibilities or other terms and conditions of the loan.

###### **Loan Repayment Obligation and Repayment Options**

Repayment of these loans (excluding PLUS) begins six months after the student’s last day of attendance. If a student leaves school, he or she must contact ED to arrange a repayment schedule. A student is considered to have left school if he or she falls below half-time status as defined by the school, graduates, or drops. The amount of loan repayment depends upon the size of the debt; the larger the loan, the higher the payments. Students should inquire as to the monthly payments before securing the loan. Student loan programs offer many different repayment options; the school Financial Aid Office can provide students information for the different repayment options.

Students who receive federal student loans sign a Master Promissory Note (MPN) which states the borrower is obligated to repay the student loan funds regardless of the student’s graduation, withdrawal from school, or inability to obtain employment.

Failure to repay a Direct Loan can cause your loan to go into default. Defaulting on a loan can result in a court suit; loss of eligibility for other federal student aid, immediate repayment of the entire unpaid amount, garnishment of wages or tax refunds and future credit ratings may be affected.

Students can access information on their loans through the National Student Loan Data System (NSLDS) at [www.nslds.ed.gov](http://www.nslds.ed.gov/) . The school submits students’ financial aid information to NSLDS and this information is accessible by guaranty agencies, lenders, and institutions as authorized users of the data system.

The method of payment for such awards is electronic transfer to the school; these disbursements are usually made in two or more payments. Aid from Federal programs does NOT automatically continue from one award year to the next; students *must* re-apply every award year.

###### **Borrower’s Rights**

* You have the right to receive a copy of your promissory note either before or at the time your loan is made.
* You are entitled to receive a disclosure statement before your loan repayment begins which includes information about interest rates, fees, loan balance, monthly payment amount, and the number of payments.
* You have the right to receive a copy of your promissory note either before or at the time your loan is made.
* If you qualify, you have the right to request a deferment of your loan payments for a specified period of time.
* If you qualify, you have the right to request a forbearance if you are unable to make payments and don’t qualify for a deferment.
* You have the right to a grace period before your loan repayment period begins. However, your parents do not receive a grace period for a PLUS Loan. Your grace period begins when you leave school or drop below half-time status.
* You have the right to prepay all or any part of your loan(s) at any time without penalty.
* You must be notified in writing if your loan is sold to another lender or secondary market or transferred to another financial company for servicing. You must be informed regarding the identity of the new lender or loan holder, the address to which you must make payments and the telephone numbers of both the purchasing and selling lenders and servicers.
* You have a right to receive documentation that your loan(s) is/are paid in full.

###### **Borrower’s Responsibilities**

* You must repay your student loan(s) including accrued interest and fees even if you do not complete your education, are not satisfied with your education, or are not able to find employment.
* You must make your payments on time, even if you do not receive any notices from your lender or servicer.
* You must immediately notify the lender or servicer if you are unable to make a scheduled payment.
* If you apply for a deferment or forbearance, you must continue making loan payments until you are notified that your request has been granted.
* You must notify the lender regarding any reasons that might change your eligibility for a deferment.
* You must participate in exit counseling before you leave school.
* You must notify the lender in writing within 10 days if any of the following personal information changes:
* Name
* Address
* Telephone Number
* Social Security Number
* References
* Graduation Date
* Less than half-time enrollment
* Withdrawal from school
* Transfer to another schools

###### **Verification**

Once students complete and submit the Free Application for Federal Student Aid (FAFSA) to the Central Processing System (CPS), there is a possibility that the application will be selected for a process called “Verification”. This is an audit/review process in which the student’s school of choice will be required to conduct the review in order to determine the student’s aid eligibility. Generally, CPS will select the application for verification based on conflicting data, a change from the prior year or due to a random selection process. If the application is selected, an asterisk will appear on the Student Air Report (SAR), next to the Expected Family Contribution (EFC).

However, the school’s Financial Aid Office also is authorized to “Institutionally” select applications for this review process in cases of conflicting information.

Although the school has the option of processing one Pell payment without verifying the application, this school does not take that option due to the risk of financial liability. The Academy verifies those applicants who are selected by the federal processor for Verification and those who have conflicting information and comments. Students who are selected for verification by the processor or Institutionally Selected by the Financial Aid Office must submit the signed and completed verification forms and documents along with supporting documentation such as IRS Tax Return Transcripts, W-2 forms, etc.

Students are to be notified, in a timely manner, of all required documents to submit to the school. The verification process cannot begin and/or be completed until all required documents are submitted. The list below includes the verification items used when reviewing a student’s verification process:

###### **Verification Items:**

Adjusted Gross Income (AGI) U.S. Income Tax Paid Education Credits

Untaxed IRA distributions Untaxed Pensions

IRA Deductions and Payments Tax-Exempt Interest Income Earned from Work Household Size

Number in College Supplemental Nutrition Assistance Program (SNAP, formerly food stamps) Child Support Paid

High School Completion Status Identity/Statement of Educational Purpose

###### **Verification Tracking Groups:**

V1, V3, V4, V5, & V6

###### **V1: Standard Verification Group ~ Tracking Flag V1:**

**Students in this group must verify the following if they are tax filers:** AGI, U.S. Income Tax Paid, Untaxed portions of IRA distributions, Untaxed portions of pensions, IRA deductions and payments, tax-exempt interest income, education credit, household size, number in college, SNAP, child support paid.

**Students who are non-tax filers must verify the following:** Income earned from work, household size, number in college, SNAP benefits, child support paid.

###### **V3: Child Support Paid Verification Group ~ Tracking Flag V3:**

Students must verify child support paid by then or their spouse, their parents or both.

###### **V4: Custom Verification Group ~ Tracking Flag V4:**

Students must verify high school completion status and identify/statement of education purpose in addition to receipt of SNAP benefits and payment of child support.

* Identify Verification – Students are asked to appear in person to present their valid Government issued photo ID (ex. Driver’s License, State ID or Passport).
* In the event the student is unable to appear in person, then he/she must appear before a notary with all required IDs and documents to have his/her identity or educational purpose confirmed

###### **V5: Aggregate Verification Group ~ Tracking Flag V5:**

Students must verify high school completion status and identity/statement of educational purpose in addition to the items in the Standard Verification Group.

###### **V6: Household Resources Group ~ Tracking Flag V6:**

Students must verify items in the Standard Verification Group and Other Untaxed Income received (if applicable).

###### **Time period to submit verification documents**

Students are notified, in a timely manner, of all required documents to submit to the school. The verification process cannot begin and/or be completed until all required documents are submitted. Generally, from the time we send the student the initial notice, students are given two weeks prior to class start to submit required documents. If the class start is less than two weeks away, then the student is given 3 days to submit the required documentation.

###### **Consequences for failing to submit documents in time**

Documents not submitted timely could result in:

1. The student being responsible for paying his/her fees out of pocket.
2. The student cannot be processed for a Financial Aid award.
3. The student not being considered for a Financial Aid Deferment
4. The program-year ending with the student having an outstanding balance with the school. This could result in late fees and the student’s account being turned over to a collection agency.

###### **Making corrections to the FAFSA data**

Once the student receives their SAR, they should review it for accuracy. If changes are needed, the student (and/or parents) should submit changes/corrections to the FAFSA online by using their PIN.

Once all verification documents are received by the Office of Student Financial Aid, the file will be reviewed for accuracy and completeness. Often times, corrections are required if the information indicated on the submitted documents does not match the FAFSA data. The Office of Student Financial Aid will submit corrections on the student’s behalf. The corrections will be sent to the COD via the Department of Education System. Generally, the corrected data is processed and received back in our office within 72 hours after corrected data is submitted. An email is sent to the student informing him/her once the corrections have been returned. If no additional corrections are needed (pending the student has not also submitted corrections), and the student meets all necessary eligibility requirements, then an award will be processed.

###### **If the Student’s EFC change and Student Aid Amounts Change**

In the event your EFC changes on an initial SAR, prior to the student being awarded, the award will be based on the last valid SAR transaction.

If the EFC changes after the student have been awarded – the award must be cancelled. The file will be re-evaluated, and additional documentation may be requested from the student. Once that process is completed and pending the student meets all eligibility criteria, the student will be re-awarded based on the last valid SAR transaction and EFC.

If the EFC changed occurred which caused a change to the Financial Aid award, the student will receive a revised Award Notification.

###### **Office of Inspector General (OIG)**

Students and parents who willfully submit fraudulent information will be investigated to the furthest extent possible. All cases of fraud and abuse will be reported to the proper authorities (CPS, Judicial Services, IRS and including the Office of Inspector General https://oig.hhs.gov).

###### **Exit Counseling for Student Borrowers**

The institution will provide counseling to borrowers of Federal Direct Loans shortly before the student ceases at least half-time enrollment. The exit counseling will provide information on:

* Average anticipated monthly repayment amount
* Repayment plan options
* Options to repay or pay on a shorter schedule
* Debt management strategies
* Use of Master Promissory Note
* Importance of student’s repayment obligations
* Terms and conditions for forgiveness or cancellation
* Terms and conditions for deferment or forbearance
* Consequences of default
* Options and consequences of loan consolidation
* Tax benefits available to borrowers
* Obligation to repay the full amount of the loan regardless of completion of the program or completing within regular time, inability to obtain employment, or is otherwise dissatisfied with or does not receive the educational or other services the borrower purchased from the school
* Availability of the Student Loan Ombudsman’s office
* Information about NSLDS

###### **Incentive Compensation**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. will not offer any commission, bonus, or other incentive payment to any person based in any part, directly, or indirectly, upon success in securing enrollments or the award of financial aid, which are defined as activities engaged in for the purpose of the admission or matriculation of students for any period of time or the award of financial aid. The Academy may give payment to an internet recruiting/third party based on those who “click” and not based in any part, directly or indirectly on the number of individuals who enroll or are awarded financial aid. Also, applicable to third parties, as long as, compensation is not based in any part, directly or indirectly on success in securing enrollments or the awarding of financial aid.

###### **Misrepresentation**

The authenticity of information and the context that surrounds it is of critical importance to the Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School The Academy is committed to providing clear and accurate information through all means of communication.

###### **Attendance**

The Academy maintains student attendance records in a permanent file. To receive credit for hours attended, all students clock in and out on an electronic time clock system when arriving and departing from the Academy and for lunch breaks, unless otherwise required by state laws and regulations.

###### **Satisfactory Academic Progress**

The Higher Education Act of 1965, as amended, requires students to maintain SAP toward their certificate in order to receive financial aid. These standards are established for students for students who are receiving or applying for financial aid from one or more of the various federal, state, or institutional scholarship, grant, or loan programs.

The SAP standard require that students successfully maintain a specified grade average and proceed through the program at a pace leading to completion within a specified time frame.

All students are required to maintain satisfactory progress (SAP) in both attendance and academics. In order to be considered making SAP a student must meet both attendance (70%) and academic (75%) requirements at each evaluation period.

To aid students in maintaining satisfactory attendance, Academy has implemented the Attendance Alert Plan for all students falling below 80% attendance. The student will be notified in person, through email or text and counseled to improve attendance to enhance their educational experience and limit over contract fees.

###### **Required Grade Point Averages (GPA)**

At the end of each evaluation period, the cumulative grade point average (GPA) will be determined and documented in each student’s official record. Evaluation periods are in actual hours. Students achieving the minimum percentages specified in the chart below will be considered to be making SAP until the next evaluation period:

###### Missouri Academy:

##### **Texas Academy:**

**Barber Program** – 1000 Hours / 30 weeks / 50 weeks

|  |  |  |  |
| --- | --- | --- | --- |
| Completed Hours | 450 Hours | 900 Hours | 1000 Hours |
| Cumulative GPA | 75% | 75% | 75% |
| Attendance  | 70% | 70% | 70% |

**Cosmetology Program** – 1000 Hours / 30 weeks / 50 weeks

|  |  |  |  |
| --- | --- | --- | --- |
| Completed Hours | 450 Hours | 900 Hours | 1000 Hours |
| Cumulative GPA | 75% | 75% | 75% |
| Attendance  | 70% | 70% | 70% |

**Barber Crossover Program** – 300 Hours / 10 weeks / 15 weeks

|  |  |
| --- | --- |
| Completed Hours | 300 Hours |
| Cumulative GPA | 75% |
| Attendance  | 70% |

\*Transfer Students- Midpoint of the contracted hours or the established evaluation periods, whichever comes first.

###### **Required Completion Rate**

In addition to the cumulative GPA listed above, students must be progressing toward successful completion of the program within a maximum time frame not to exceed 150% (143% @70% attendance). Minimum attendance requirement at each evaluation period is 70%. (Please note: The 70% attendance rate is to meet SAP requirements only, 100% attendance is required to complete the program by a student’s contract graduation date, as outlined in Academy Catalog). The attendance percentage is determined by dividing the total hours accrued by the total hours scheduled. The maximum time allowed for completion of each course is as follows:

**TEXAS:**

Cosmetology – 1000/1450 Scheduled Hours

Barber-1000/1450 Scheduled Hours

Barber Crossover-300/429 Scheduled Hours

###### **Warning**

Students who fail to meet minimum requirements for attendance or academic progress are placed on warning and considered to be making satisfactory academic progress during the warning period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the warning period, the student has still not met both the attendance and academic requirements, he/she may be placed on probation and, if applicable, students may be deemed ineligible to receive Title IV funds.

###### **Probation**

Students who fail to meet minimum requirements for attendance or academic progress after the warning period can appeal the school, and if prevails upon appeal, will be placed on probation and considered to be making satisfactory academic progress during the probationary period. Additionally, if the institution finds students who have the ability to meet the Satisfactory Academic Progress Policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making Satisfactory Academic Progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or by the academic plan, he/she will be determined as NOT making satisfactory academic progress and, if applicable, students will not be deemed eligible to receive Title IV funds.

###### **Appeal**

The student may submit a written appeal in the event of a death of a relative, injury or illness of the student, or other allowable special circumstances. Students may be required to supply documentation in support of the claim of the appeal and what has changed in the student’s situation. The student will be notified of the decision once the request has been processed. If approved, the student will be placed on probation and reviewed again at the end of the payment period. If determined, based on the appeal, that the student will require more than one payment period to meet progress standards, administration in cooperation with the student, may develop an Individual Plan of Action (IPA) to restore satisfactory progress. The student will be reviewed at the end of each payment period to determine if they are meeting the requirements of the IPA. If they are meeting the requirements of the IPA they are eligible to continue receiving Title IV funds as long as SAP is reviewed as specified in the IPA and the student continues to meet those requirements. An updated statement or documentation may be requested to continue the appeal into the next payment period. If the student’s appeal is not approved, they must meet all requirements for satisfactory progress before eligibility for Title IV funds can be reinstated. All request and result documentation will remain in student’s file.

###### **Re-Establishment of Satisfactory Academic Progress**

Other than when a student is placed on financial aid warning or probation, as outlined above, they may restore their eligibility for Title IV funds, as applicable, only by taking action that brings them into compliance with the Academy’s satisfactory progress standards.

###### **Interruption, Course Incompletes, Withdrawals**

If enrollment is temporarily interrupted for a Leave of Absence (example: sickness of self, jury duty, military duty, or extenuating circumstances), the student will return to school in the same progress status as prior to the leave of absence. Hours elapsed during a leave of absence will extend the student’s contract period and maximum time frame by the same number of days taken in the leave of absence and will not be included in the student's cumulative attendance percentage calculation. Students who withdraw prior to completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal.

###### **Noncredit, Remedial Courses, and Repetitions**

Noncredit, remedial courses, and repetitions do not apply to this institution. Therefore, these items have no effect upon the school's satisfactory academic progress standards.

###### **Transfer**

Transfer hours from another school that are accepted toward the student’s Academy program are counted as both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. SAP evaluations are based on actual hours completed at the Academy therefore accepted transfer hours have no effect on the student’s satisfactory progress at the Academy.

###### **Refund Policy**

An Institutional Refund Calculation and a Title IV Refund Calculation (for students receiving Title IV funds) will be performed. The institutional calculation will determine the charges the student is responsible for after withdrawing and will be calculated for every student. This calculation will not affect the amount of Title IV funds the student has earned under the Title IV Return Calculation. Any monies due the student shall be refunded within 30 day of cancellation or withdrawal and when applicable 14 days of the date the school performs a Title IV Refund Calculation (for student receiving Title IV funds).

* For the purpose of this calculation the withdrawal date shall be determined by:
* A student officially by notifying the Director in writing of their intent. The student should meet with the financial services department (prior to making their decision if possible) to estimate their financial obligation.
* A student is terminated by the school.
* A student on an approved leave of absence (LOA) fails to return as scheduled (unofficial withdrawal), or notifies the school that they will not be returning (official withdrawal). The students last date of attendance prior to beginning the LOA will be the date used in the Title IV Return Calculation. The withdrawal determination date for a student on an approved leave of absence shall be the earlier of the scheduled date of return from the leave of absence, or the day the student notifies the institution the student will not return.
* In accordance with the Texas Department of Licensing and Regulation, a student will be considered to have unofficially withdrawn if they have not attended school for a period of ten school days. Should this occur the Academy will use the students last day of attendance and begin the return calculation.
* In accordance with the State Board of Barber and Cosmetology, a student will be considered to have unofficially withdrawn if they have not attended school for a period of two calendar weeks. Should this occur the school will use the students last day of attendance and begin the return calculation.

###### **When the student chooses to withdrawal (officially or unofficially) school charges that were previously paid by FSA funds might become a debit that the student will be responsible for paying.**

* An applicant not accepted by the school shall be entitled to a refund of all monies paid, less application/license fee.
* When a student or legal guardian cancels his/her contract within three business days of signing regardless of whether the student has actually started classes, he/she shall be entitled to a refund of all monies paid to the school less an application/license fee.
* Any monies collected for tools, textbooks, registration fee, state license fees, smocks, or anything other than tuition will be non- refundable.
* An administration fee of $150.00 may be charged to students who terminate at any time after beginning training. In order to re- enroll a student must be accepted and pay any prior balance due. The tuition will be charged at the current hourly rate multiplied by the hours remaining to complete the course. (See also re-enrollment requirements for more details)
* The school may provide a refund which exceeds the stated policy when mitigating circumstances are in evidence.
* If a program is cancelled, the school shall provide a full refund to all students enrolled for that course.
* If the school permanently closes, a list of all students who were enrolled at the time of closing, with the amount of each pro-rated refund, will be submitted to NACCAS.

**Texas** students who enroll in and begin classes, the following schedule of tuition adjustment is authorized:

|  |  |
| --- | --- |
| LENGTH OF TIME SCHEDULEDCOMPARED TO FULL LENGTH OF COURSE | AMOUNT OF TUITIONOWED TO SCHOOL |
|  |  |
| .01% to 4.9% | 5% |
| 5% to 9.9% | 10% |
| 10% to 14.9% | 20% |
| 15% to 24.9% | 25% |
| 25% to 34.9% | 40% |
| 35% to 49.9% | 50% |
| 50% to 59.9% | 70% |
| 60% and above | 100% |

Enrollment time is defined as the time elapsed between the actual starting date and the date of the student’s last day of physical attendance in school.

Academy’s refund policy for the return of unearned tuition and fees or other refundable portion of costs paid to Academy is made in the following order:

* Unsubsidized Federal Direct Student Loan
* Subsidized Federal Direct Student Loan
* Federal Direct Plus Loan
* Pell Grant
* Third Party Agency (VR, Career Center, Etc.)
* Student

###### **Return of Title IV Funds**

A student earns aid based on the amount of time he/she was scheduled to be in attendance. Up through the 60% point in each payment period or period of enrollment, only a portion of the student’s aid has been earned. After the 60% point in the payment period or period of enrollment a student has earned 100% of the Title IV funds received during the period. When a student withdrawals or is terminated and has had one or more disbursements of aid, the Return of Title IV Funds will be calculated.

A student starts the withdrawal process by notifying the Director in writing of their intention. The withdrawal date is the date the notification us received. The refund of Title IV funds will be based on the last date of attendance, which will be documented. The calculation of the amount of Title IV funds earned will be completed after the student withdraws. The calculation worksheets are available upon request from the Academy and may be reviewed in the financial services office. In accordance with Federal regulations, the Academy will return unearned aid for which it is responsible by repaying funds to the following sources in this order: Unsubsidized Direct Stafford Loan, Subsidized Direct Stafford Loan, Direct Plus, Pell Grant, and other Title IV programs (if applicable).

###### **Credit Balances**

Credit balances resulting from overpayment of charges during first Academic Year will be paid to student within 14 days unless student in writing requests the school to use said credit to pay second Academic Year charges.

Credit balance resulting from Return to Title IV calculation will be applied first to any overpayment of PELL or Direct Loans then to any authorized institutional charges due after Academy Institutional Refund Calculation. Remaining credit balance with student’s authorization will be used to reduce student’s Title IV loan debt or paid to student or parent in cases of PLUS loans. (See FSA Handbook for more details)

If Academy loses contact with a student who is due a credit balance, we will use all reasonable means to locate the student. If the student still cannot be located, Academy will return the credit balance to the appropriate FSA program(s). If a student cannot be located, Academy will ensure that FSA funds do not revert to the school or any other party and will be restored to the applicable FSA program(s).

Academy is permitted to retain any interest earned on the student’s credit balance funds.

###### **Death of a Student**

Academy may not make a post withdrawal disbursement of Title IV funds to the account or estate of a student who has died. If Academy is informed that a student has died during a period, then a return calculation will be performed. If the return calculation indicated that an institution is required to return title IV funds, Academy will return the Title IV funds for which it is responsible.

The regulations governing the Direct Loan programs provide a discharge of a borrower’s obligation to repay a Federal Direct loan if the borrow dies (including PLUS loan borrower’s obligation to repay the Direct PLUS loan if the student on whose behalf the parent borrowed dies). If Academy is aware that a student who has died had any outstanding Title IV loan debt, Academy will contact the student’s estate and inform it of the actions it can take to have the student’s Title IV debt cancelled.

If a Title IV credit balance created from funds disbursed before the death of a student exists after the completion of the Return calculation and the institutional refund calculation, Academy will resolve the Title IV credit balance as follows:

* Paying authorized charges at Academy (including previously paid charges that are now unpaid due to the Return of Title IV funds calculation);
* Retiring any Title IV grant overpayment owed by the student for previous withdrawals from Academy;
* If Academy has previously referred the grant overpayment to Borrower Services Collections, Academy will provide collections with documentation that the student has died so the Collections can delete the overpayment from its records;
* Return any remaining credit balance to the Title IV programs.

###### **OVERPAYMENT POLICY**

**Overpayment for which Academy is Responsible**

Academy is liable for any amount of PELL Grant overpayment that occurs over $50. If a PELL Grant overpayment made, Academy will make a downward adjustment to the student’s award and return the funds. If returning funds creates a debt on the student’s account, Academy may attempt to collect the amount of the overpayment from the student as per the students’ contractual agreement.

If the overpayment is the result of an interim disbursement, Academy can continue to pay Title IV funds to the student if he or she repays the overpayment in full or makes repayment arrangements that Academy deems satisfactory. If the student refuses to repay an overpayment resulting from an interim disbursement, Academy will repay it from school funds within 60 days following the student’s last day of enrollment or by the last day of the award year, whichever comes first. Once Academy repays an overpayment due to an interim disbursement, the student will regain eligibility.

A student may not receive Federal PELL Grant funds for concurrent enrollment at more than one institution. DJA will identify students who have been reported as PELL recipients by multiple institutions as potential over awards. The other school and Academy will coordinate a response so the student is receiving PELL Grant for attendance at only one school during the period.

###### **Overpayment for which the Student is Responsible**

If a student has received more PELL funds than they are eligible to receive because their PELL decreased, Academy can try to eliminate the overpayment by adjusting later PELL disbursements for the award year. Academy will not reduce a student’s correctly awarded and disbursed PELL Grant to address overpayments in other programs.

###### **Overpayment Created by Inadvertent Over Borrowing**

Another kind of overpayment occurs when a student inadvertently has received Title IV loans funds in excess of annual or aggregate loan limits and is no longer eligible for Title IV funds. Once documented that the inadvertent over borrowing has been resolved through repayment in full, making satisfactory payments, replacement of an excess subsidized loan with an unsubsidized loan or consolidation of the excess loan amount, Academy may award additional funds to the student.

###### **Reporting Overpayments to NSLDS**

DJA will report overpayments or changes to previously submitted information to NSLDS within 45 days of the date learned of the overpayment or change. If the grant overpayment is the result of the students’ withdrawal and a return to Title IV calculation, Academy will contact the student within 45 days of determining that the student withdrew.

###### **Referring Overpayments to the U.S. Department of Education (ED)**

If Academy discovers an overpayment situation, we will make every reasonable effort to collect the overpayment. If unable to collect the overpayment and the situation was not the result of an institutional error Academy may refer the case to ED. Academy is required to refer cases involving an overpayment more than $100. The student will not be eligible for FSA at any school until the overpayment is resolved.

###### **Credit Hour/Credit to Clock Hour Conversion**

Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. is a clock hour school.

###### **Written Arrangements to Provide Educational Programs**

Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School is not in a written agreement or consortium agreement with any other eligible institution.

###### **Repeated Coursework**

Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School is not a term based program.

###### **Student Information**

**Validity of High School Diploma**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School follows the State Guidelines for admissions including that all students must submit a valid High School Diploma, GED, or transcript showing graduation or course completion. The prospective student may be required to prove authenticity by verifying the list of valid High Schools or accrediting companies through the Department of Education.

###### **Transfer Students**

The Academy reserves the right to accept or decline a transfer application for any reason. A transfer student will be given credit for hours accumulated at other schools as approved by the State Accrediting Agencies. All transfer hours must be from the same program of study.

* An official transcript from his or her prior institution must be provided upon enrollment.
* All transfer students will be required to take a written and/or practical exam.
* The Academy reserves the right to limit the number or reject transfer hours based on transcript provided.
* The Director reserves the right to tailor the content of the test/program to the student’s past credit hours.
* It is the student’s responsibility to provide proof that all tuition and fees are satisfied before hours can be transferred in to or out of the Academy.

###### **Ability to Benefit**

Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. does not offer Ability to Benefit.

###### **Disbursements for Books and Supplies**

The Academy follows state guidelines to distribute needed books and kit supplies within 7 days of the start of class. Each student will be assigned their own kit, which includes a locking bag.

###### **Voter Registration Forms**

A Voter Registration form for all states can be accessed at the following link:

[http://www.eac.gov/assets/1/Documents/National\_Mail\_Voter\_Registration\_Form\_English\_2 %2015%2020121%20Cor.pdf](http://www.eac.gov/assets/1/Documents/National_Mail_Voter_Registration_Form_English_2%20%2015%2020121%20Cor.pdf)

###### **Student Body Diversity**

Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School is pleased to provide the following information regarding the diversity of our student body. The information is provided in compliance with the Higher Education Opportunity Act of 2008. The rates reflect the percentage of students who were enrolled fulltime and received PELL Grants from 7/1/19 – 6/30/20.

|  |  |  |
| --- | --- | --- |
| Gender: | Female | 76% |
|  | Male | 24% |
|  |  |  |
| Ethnicity | African American | 12% |
|  | Asian | 2% |
|  | Caucasian | 54% |
|  | Hispanic | 25% |

###### \*\* The above totals are from Academy of Hair Design, Inc.

###### **Copyright Infringement**

The Academy considers academic dishonesty a serious violation. Each student is expected to be responsible for his or her own work. Any student who partakes of the unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing may subject themselves to civil and/or criminal liabilities. Disciplinary actions including but not limited to civil and/or criminal charges, suspension or termination may be taken against any student caught violating copyright laws and/or school policy with respect to unauthorized peer-to- peer file sharing. This includes the illegal downloading or unauthorized distribution of copyrighted materials using the Academy’s information technology system.

###### **Student Rights to Privacy**

In order to comply with the Family Educational Rights and Privacy Act (FERPA), information about an individual student is released only by written permission from the student. The FERPA release form is available in the business office upon request. A release form must be submitted for each third party request for information. Each consent form will remain in effect for the authorized length of time only and will need to be completed again should the time expire. Any changes to the consent form must be made in writing and submitted to administrative personnel. If we receive a court order, we are required to release the requested information. Student records may be viewed for accreditation purposes. All student records will be kept a minimum of five years.

###### **Instructional Facilities**

###### **Clinic Service Areas**

A wide variety of clients come to the Academy for services. As a student you have the opportunity to perform a full spectrum of hair,

skin, nail, and body services in a state of the art virtual salon setting, under the supervision of your educators. Included in each facility is a retail area where professional products can be sold. The Experience Center gives students the opportunity to practice client service and retailing skills.

###### **Student Class Rooms**

Various sized classrooms have been designed to provide the proper environment for different types of learning and activities.

###### **Educator Offices and Resource Library**

A Resource Library containing books on styling, motivation, health, and wellness is available for your reference. The educators are available to the students at all times and have designated offices.

**Student Outcomes**

**Gainful Employment**

**STATE AND NATIONAL WAGES (**[**www.careerinfonet.org**](http://www.careerinfonet.org)**)**

###### **Cosmetology: SOC 39-5012.00**

**CIP Code: 12.0401** 1000 Hour Program

**Normal completion time:** Full-time 30 weeks; Part-Time 50 weeks

**Program Costs:**

Tuition $12,650.00

Application Fee $100.00

Kit, Textbook $2,200.00

Total $14,950.00

|  |
| --- |
| 2020 |
| Location | Pay Period | Low | Median | High |
| United States | Hourly | $8.86 | $12.54 | $24.94 |
|  | Yearly | $18,420 | $26,090 | $51,870 |
| Texas | Hourly | $8.18 | $10.69 | $21.57 |
|  | Yearly | $17,740 | $32,190 | $57,690 |
| Austin-Round Rock – San Marcos, TX | Hourly  | **$17,740** | **$32,190** | **$57,690** |
| Yearly | $**17,020** | $22,240 | $44,860 |

###### Graduation Rate: 75.39%

Licensure Rate: 99.37%

Placement Rate: 74.61%

**Potential Occupations**

As a licensed cosmetologist your opportunities are endless. You can pursue a career as a Color Specialist, Salon Manager or Owner, Platform and Competition Artist, Product Educator, Makeup Artist, Beauty Consultant, Instructor, or Cosmetologist for Film and Photography, and the list goes on.

###### **Barber: SOC 39-5011.00**

**CIP Code: 12.0402** 1000 Hour Program

**Normal completion time:** Full-time 30 weeks; Part-Time 50 weeks

**Program Costs:**

Tuition $12,650.00

Application Fee $100.00

Kit, Textbook $2,200.00

Total $14,950.00

###### **Barber Crossover: SOC 39-5011.00**

**CIP Code: 12.0402** 300 Hour Program

**Normal completion time:** Part-Time 15 weeks

**Program Costs:**

Tuition $3,500.00

Application Fee $100.00

Kit, Textbook $350.00

Total $3,950.00

|  |
| --- |
| 2020 |
| Location | Pay Period | Low | Median | High |
| United States | Hourly | $9.76 | $14.50 | $27.23 |
|  | Yearly | $20,300 | $30,150 | $56,630 |
| Texas | Hourly | $9.49 | $13.81 | $30.33 |
|  | Yearly | $19,740 | $28,730 | $63,090 |
| Austin-Round Rock – San Marcos, TX | Hourly  | $10.82 | $15.52 | $34.21 |
| Yearly | $22.500 | $32,290 | $71,150 |

###### Graduation Rate: 75.39%

Licensure Rate: 99.37%

Placement Rate: 74.61%

###### **POTENTIAL OCCUPATIONS**

As a licensed Barber you can take your career in many different directions as a Shop Owner, Hair Stylist, Hair Colorist, Product Representative or Educator.

###### **Career and Job Placement Services**

Academy of Hair Design, Inc. d/b/a BeVelle Barber School. do not guarantee employment to our students; however, the schools do assist students in finding employment. The qualities that employers look for and those that the school monitors are:

* Attitude
* Professionalism
* Grooming
* Grade average
* Overall attendance
* Technical skills
* Retail Skills

The school routinely receives inquiries from prospective employers and these are posted on the student bulletin board. Additionally, the Academy assists the students with completing their resumes, holds mock interviews, and field trips to local salons, spas, and barber shops to introduce students to local owners.

###### **Health and Safety**

Students of the Academy are sometimes called to work with chemicals, some of which may require proper ventilation and/or the use of plastic gloves and/or goggles. Instruction in proper handling of these products as recommended by OSHA standards is given throughout each program.

###### **Sexual Harassment Policy**

The Academy of Hair Design Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School does not tolerate any behavior by administration, staff or students which constitutes sexual harassment of other students, staff, or administrators. Such behavior subverts the mission of the Academy, is damaging to the academic environment and is threatening to the careers of students, staff and administrators.

For the purpose of this policy, sexual harassment is defined as: **Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature (including but not limited to sexually explicit language, jokes, etc.) when:**

* Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or academic advancement
* Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual
* Such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance, or creating an intimidating, hostile or offensive working or academic environment.

###### **Behaviors which constitute sexual harassment under this policy include, but are not limited to, the following:**

* Generalized sexist remarks or behavior; Inappropriate and offensive, but essentially sanction-free sexual advances
* Solicitation of sexual activity or other sex-linked behavior by promise or rewards
* Coercion of sexual activity by threat of punishment; and Assaults

Furthermore, any type of retaliation against a complainant of sexual harassment will be treated as an additional violation of the sexualharassment policy. Procedures designed to resolve complaints of sexual harassment have been developed by the Academy. Students who have grievances regarding sexual harassment or other discriminatory treatment may express them according to the established grievance procedure. Any student who feels he/she is a victim of sexual harassment should contact the Title IX Coordinator within student support services, to discuss such a grievance and to get a complete copy of Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School sexual harassment policy. In no case will the Academy pursue formal resolution of a complaint that is filed more than three months after the date of the alleged incident. Students that violate the sexual harassment policy are subject to disciplinary action which may include probation, suspension or termination.

###### **Sexual Assault Policy and Prevention**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. is committed to creating and maintaining a community in which students and staff in an atmosphere free from all forms of harassment, exploitation, intimidation or violence. The Academy regards all forms of or attempts at sexual assault or misconduct as serious offenses that may result in suspension, required withdrawal, expulsion, or termination of employment. The campus has personal safety and sexual assault prevention programs in place and follows established procedures for reporting violations of policy and state/federal law, including contacting local law enforcement personnel and assisting alleged victims. No employee or student of The Academy shall retaliate, intimidate, threaten, coerce, or otherwise discriminate against any individual for exercising their rights or responsibilities under Title IX of the Education Amendments or Section 304 of the Violence Against Women Act (VAWA). Victims are encouraged to report offenses to the Campus Security Authority (CSA) and/or Title IX Coordinator and to exercise their rights, if desired, including:

* Reporting offenses to local law enforcement, campus safety personnel, and health officials.
* Preserving evidence.
* Receiving appropriate counseling referral information.
* Completing crime reports.
* Changing an academic situation (e.g., course schedule).
* Receiving judicial no-contact, restraining, and protective orders.
* Receiving as the right of both the accuser and the accused the outcome of any institutional disciplinary proceeding that is brought alleging a sex offense. If the alleged victim is deceased as a result of the crime or offense, the institution must provide the results of the disciplinary hearing to the victim’s next of kin, if so requested.

###### **Definition of Sexual Misconduct**

“Sexual misconduct” includes, but is not limited to sexual harassment, non-consensual sexual contact (or attempts to commit same), non- consensual sexual intercourse (or attempts to commit same), sexual exploitation (2011, National Center for Higher Education Management: Title IX Coordinator Certification & Training Course Materials), rape, acquaintance rape, domestic violence, dating violence, sexual assault or stalking.

###### **Facts about Sexual Assault**

Sexual assault can happen anywhere, at any time. According to the Rape, Abuse & Incest National Network (RAINN):

* Every 2 minutes, another American is sexually assaulted.
* Sexual assault is one of the most under reported crimes, with 60% still being left unreported.
* 38% of rapists are a friend or acquaintance.
* 80% of sexual assault and rape victims are under age 30.

###### **Reporting a Sexual Assault**

The victim of sexual violence is encouraged to:

* Dial **9-1-1**.
* Report the incident to the police and pursue criminal charges.
* Seek medical treatment as soon as possible, including the collection and preservation of evidence that is crucial to pursuing criminal prosecution.
* Access the support services provided by The Academy.
* Report any incident occurring at or near The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School to the Superintendent.

###### **Sex Discrimination, Sexual Harassment, and Sexual Violence (Title IX)**

In accordance with federal law, including Title IX of the Education Amendments, The Academy does not discriminate on the basis of sex in its education programs and activities. The nature of Title IX cases warrant confidentiality due to the content of the cases and the protection of witnesses, as Title IX cases often contain sensitive information.

Individuals with questions, concerns or a complaint related to sex discrimination, sexual harassment, or sexual violence may contact The Academy’s Title IX Coordinator(s):

*Linda Daugherty and Susan Harmon LeDetrick Leonard*

*Academy of Hair Design Academy of Hair Design and BeVelle Barber School*

*417-881-3900 512-597-500*

*ldaugherty@aohd.com*  *lenord@aohd.com*

###### **Preservation of Evidence of a Sexual Assault**

After a sexual assault, it is very important that the victim receive a medical examination. Trained medical personnel will conduct a physical exam of the victim, but only if the victim gives permission.

Preserving the evidence from the assault is important. Even if the victim does not wish to file a police report immediately or is certain he or she will not prosecute, preserving evidence allows the victim to change his or her mind later.

Victims should make every effort to save anything that might contain the perpetrator’s DNA, therefore a victim should not:

* Bathe or shower
* Use the restroom
* Change clothes
* Comb hair
* Clean up the crime scene
* Move anything the offender may have touched

###### **Surviving Sexual Assault**

The Academy urges victims of sexual assault to seek counseling promptly.

The Life Resource Center (LRC), at (866)320-2817, offers free confidential services to students 24 hours a day, 7 days a week. Victims of sexual assault can also receive free, confidential 24-hour counseling by calling the HOTLINE NUMBER at **RAINN** (**R**ape, **A**buse & **I**ncest **N**ational **N**etwork): (800)656-HOPE (4673). Questions or comments may be sent to info@rainn.org. RAINN’s Website is [http://www.rainn.org.](http://www.rainn.org/) 24-Hour Crisis Hotline 512-472-4357.

###### **Sanctions The Academy May Impose Following an Institutional Disciplinary Determination of Sex Discrimination, Sexual Harassment, or Sexual Violence**

Sexual assaults or misconduct violates the standards of conduct expected of everyone. Sexual assault is a criminal act, subject to criminal and civil penalties under state and federal law. In all cases, The Academy will cooperate with and support local, state and federal law enforcement. Disciplinary action may include suspension, expulsion or termination of employment.

###### **Changing Academic Situation**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. can also assist the victim in changing an academic schedule or environment following an incident of sexual assault or misconduct regardless of whether victim chooses to report to campus or local law enforcement.

###### **Procedures for Campus Disciplinary Action in Cases of an Alleged Sex Offense**

If the accused is a member of The Academy, the incident must be referred for disciplinary action in compliance with established Academy’s policies and procedures. All allegations are reviewed by the Academy’s Title IX Coordinator and shall provide a prompt, fair and impartial investigation and resolution. The Title IX Coordinator will have the final determination in all cases. Determinations by the Title IX Coordinator are based on strength of the evidence. Tailored Title IX training is conducted for the Title IX Coordinator on an annual basis so will know how to investigate and conduct hearings in a manner that protects the safety of victims and promotes accountability as well as how to respond effectively to situations involving domestic violence, dating violence, sexual assault, or stalking. The accuser and the accused are entitled to the same opportunity to have others present during a disciplinary proceeding, including the opportunity to be accompanied to any related meeting or proceeding by an advisor of their choice. The Academy permits each party to have at least one support person present.

Both the accuser and accused will be notified simultaneously and in writing of: the outcome of the proceeding; appeal procedures; any change to the result before it becomes final; and when the result will become final. The Academy will be responsible to document how each party is notified of the determination. Sanctions and protective measures will be applied following a final determination of an institutional disciplinary proceeding regarding rape, acquaintance rape, domestic violence, dating violence, sexual assault, stalking, or other forcible or non-forcible sex offenses. The victim’s confidentiality will be protected and records of disciplinary proceedings will exclude personally identifiable information on victims and be housed in restricted systems with limited access.

###### **Educational Programs - Sexual Assault Awareness**

The Academy provides two annual safety education events. A presentation will be on Sexual Assault and Harassment for awareness and prevention. A second presentation focuses on sexual assault awareness and prevention to include prevention of domestic violence, dating violence, and stalking and awareness of rape, acquaintance rape, domestic violence, dating violence, sexual assault, and stalking. This program may involve how alcohol and other drug use may impact the risk of sexual assault. Students and staff will be invited to attend these educational programs.

###### **Vaccinations**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. and the Department of Health and Environment recommend that all college students be immunized against various vaccine preventable diseases. Those preventable diseases include Hepatitis B, Influenza, Measles, Mumps, Rubella, Tetanus, Varicella and Meningococcal; however, it is not the Academy policy to require these vaccinations.

###### **Services for Qualified Individuals**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School. will make reasonable modifications for known physical or mental limitations of otherwise qualified students who provide a documented disability, as required by local, state and federal laws. In addition, suitable employment is considered when counseling a prospective student prior to admission.

###### **Drug and Alcohol: Abuse and Prevention**

The Academy of Hair Design, Inc. and Academy of Hair Design Inc. d/b/a BeVelle Barber School has adopted standards of conduct that clearly prohibit the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees on its property, including parking lot, anywhere around the building or at any program or activity offered or sponsored by the school. If the school has reasonable suspicion that a student is under the influence of alcohol or a controlled substance, they will be required to clock out and leave for the remainder of the day and will not be eligible to make up those hours missed. All students of the Academy are subject to local, state and federal laws regarding the unlawful possession of drugs and the consumption of alcohol. When applicable, legal action as well as campus disciplinary action may occur. This could include but is not limited to the loss of Federal Financial Aid, suspension, termination and/or criminal prosecution. Information about the prevention of or the health risks associated with the use of illicit drugs and alcohol, along with a list of treatment centers, is available in the support services binder in the business office. All inquiries are confidential.

Campus Crime

October 1

2020

[The following is information that colleges are required by the federal law Higher Education Act (HEA) of 1965, as amended by the Higher Education Opportunity Act (HEOA) of 2008 to make available to prospective and enrolled students. For more information on a particular topic, please contact the office at Academy of Hair Design Inc. in Springfield, Missouri and Austin Texas; and Academy of Hair Design d/b/a BeVelle Barber School Austin, Texas.

2017/2018/2019

Award Years

**Introduction**

Your safety is our concern. It also must be your concern. As a school, we work very hard to prevent crime, fire, accidents and illness, but nothing we do is as important as what you do – and, in some cases, don’t do.

This report contains valuable information about how you can help us keep you safe, on and off campus. Please pay special attention to the safety tips. Following them will greatly reduce the chances that you’ll be the victim of crime, become injured or lose valuables.

Let’s work together to have a safe year.

**Emergency Numbers**

Austin Police Department 512-974-5000

Off-campus emergency 911

Emergency Medical Treatment 911

Abuse Hot Line (24-hour crisis line) ..........................................................................512-267-SAFE (7223)

**The Austin Police Department**

The Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School does not employ any security personnel.

The Austin Police Department Headquarters is located on 715 East 8th Street, Austin, TX 78701 and the Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School are located in the Henry Sector of the Austin district.

The Department has sworn police officers who are responsible for enforcing state and local laws. These officers are professionals who work as a team to provide a safe environment. Officers work together with community members to address community problems related to crime, fears associated with crime, and social disorder.

**The Austin Police Department Vision and Mission:**

Vision: To be respected and trusted by all segments of Austin’s diverse community. Mission Statement To keep you, your family, and our community safe.

**Department Values – I C.A.R.E.**

Integrity – the cornerstone of police work-without it public trust is lost. Courage – to make the right professional decision.

Accountable – to the community, the department, and coworkers. Respect – of the community, the department, and most importantly, self. Ethical – professional actions and decision making.

**Crime Awareness and Prevention Programs**

During orientation and other student gatherings, as well as staff meetings, students and employees are informed about the importance of secure premises and appropriate safety practices. In an effort to prevent crime from happening, students and employees are encouraged to group together when walking to and from their cars and to report any suspicious situations to the Education Director or Administrator on duty. You can further assist in the prevention of crime by not bringing valuables to schools, and by ensuring that you are locking your car doors, lockers, kit, etc.

#### **Timely Warnings – Emergency Notification**

When a situation arises that, in the judgment of the Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School constitutes an ongoing or continuing threat, a campus wide “timely warning” will be
issued. An announcement will be made to the campus community from the Campus Director and/or Superintendent and an announcement in writing will be posted in the student classroom. Additional community crime alerts can be seen on [www.AustinTexas.Gov](http://www.austintexas.gov/) under Crime Information to find “Timely Warnings” are designed to educate the community in a timely manner regarding criminal activity.

Social networking websites offer the opportunity to reach out to members of our community during an emergency. The Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School maintains a social networking website via Facebook to provide immediate emergency information. Links to these sites may be found by accessing the main webpage, [www.aohd.com/austin](http://www.aohd.com/austin) and clicking on the Facebook link.

**Emergency Evacuations and Testing/Exercises**

To protect our school community from the effects of emergencies, protective action recommendations or evacuation instructions may be issued by emergency response authorities (ex: Austin Fire Department). These instructions may order evacuations for each individual school or both schools.

If an evacuation of the entire Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School campus is ordered by public safety officials, it is important to follow evacuation instructions disseminated through the communication systems used to inform the campus of an emergency. It is important to remember that evacuations are issued only if the safety and well-being of the AOHD community is at serious risk. The Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School asks that you work together and assist each other during evacuations, and that you follow all instructions and guidance from staff and first responders.

Specific evacuation information can be obtained by requesting a copy of the Emergency/Evacuation Plan from the Campus Director.

Exercises designed to test Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School emergency procedures and preparedness is conducted annually and may be conducted in the form of a drill, tabletop, functional, or full scale exercise. These exercises often can include not only personnel but also surrounding jurisdiction first responders.

#### **Policies for Reporting Crimes/Preparing Annual Reports/Confidential Reporting Procedures**

The Superintendent prepares the Campus Crime Report to comply with the Jeanne Cleary Disclosure of Campus Security Policy and Crime Statistics Act. This report is prepared in cooperation with the local law enforcement agencies surrounding the campus and is available for review at www.aohd/austin.com. Prospective students are provided with a school catalog which includes a letter of referral to this website.

New students receive notification and indicate acknowledgement as part of their orientation packet. All current students are again notified by letter in September/October of the availability of the Campus Crime Report.

Any person witnessing a crime or other emergency should report it to the Campus Director (or administrator on duty). The Campus Director will investigate the incident and report it to the local police department. The Campus Director will write and keep on file an incident report for any such events. This school does not employ any security personnel.

#### **Reporting to the Austin Police Department**

Reasons for reporting to the Police Department are:

* To take action, which may prevent further victimization, including issuing a “Timely Warning” warning the campus community of an impending threat to their safety.
* To apprehend the assailant.
* To seek justice for the wrong that has been done to you.
* To have the incident recorded for purposes of reporting statistics about incidents that occurred on campus.

When you report the incident to the Austin Police, an officer will take a statement from you. The officer will ask you to describe the assailant(s) and may ask questions about the scene of the crime, any witnesses and what happened before and after the incident.

#### **Reporting Off-Campus Crimes**

Students, and/or staff involved in criminal activity off campus may be subject to on campus disciplinary action. Contact the business office 512-596-5000 for further information regarding disciplinary action for faculty and staff.

#### **Preparing Annual Reports**

The procedures for preparing the annual disclosure of crime statistics include reporting statistics to the campus community obtained from the following sources: the Campus Director, Springfield Police Department. For statistical purposes, crime statistics reported to any of these sources are recorded in the calendar year the crime was reported.

The Education Director or administrator(s) on duty is asked to contact the Springfield Police if a crime was reported to them during the calendar year.

When the Crime Awareness Report is complete all staff and current students will receive an announcement and the report will be made to available students. Students can request a copy of the report from the business office.

#### **Confidential Reporting**

The campus community is encouraged to report incidents to the police as soon as possible. Please report criminal incidents even if you prefer to remain anonymous. Consider making a confidential, anonymous report.

#### **Reporting Response to Sexual Assault – Guidelines and Assistance**

Confidential information regarding sex offenses is available upon request from the Education Director’s office. Any student who is a victim of sexual assault is encouraged to do the following:

* If the sexual assault occurred on school grounds, report it to the Education Director or administrator on duty immediately.
* Call 911 and report it to the police. At the student’s request, the school will assist the student in notifying the proper authorities.
* Seek immediate medical attention. \*\*\*This is important\*\*\*
* To determine possible injuries of which the student may not be aware
* To test for and discuss options for preventing pregnancy and sexually transmitted diseases.
* To collect/preserve criminal evidence to be used in a prosecution. Promptness is required in collecting this evidence; a woman is advised not to “cleanup” until after medical treatment if there is a desire to provide law enforcement with the best possible evidence.

(\*\*\*It is your right to this medical attention even if you do not wish to report the assault\*\*\*) Missouri Law mandates that hospitals contact law enforcement once the victim is there. This does not mean the victim is obligated to make a crime report. Information on the reporting policies of most Springfield and Greene County Hospitals can be obtained from the Springfield Police Department.)

#### **Sanctions and Disciplinary Procedures for Sexual Assault**

If an accusation of sexual assault that occurs on school grounds results in the arrest of an Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School student, the school will suspend the accused student from attending any further classes until the outcome of the criminal prosecution is known. A student found guilty by a court of law of a sexual offense on school grounds will be immediately terminated from enrollment. In the event that the school holds a disciplinary proceeding in cases of alleged sexual assault where no criminal charges have been made to law enforcement authorities.

The accused and the accuser are entitled to the same opportunity to have others present at the proceeding, and both the accused and the accuser shall be informed of the outcome of such a proceeding.

The Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School will make every effort to accommodate the needs of a student victim of sexual assault who requires a change in their academic situation. Such requirements will be assessed on a case-by-case basis upon student request.

#### **Campus Sex Crime Prevention Information**

The responsibility for tracking persons in Texas who have been designated as Sex Offenders is assigned to the Texas State Highway Patrol. The following website contains information regarding registered sex offenders for the state of Texas.

<http://www.austintexas.gov/content/registered-sex-offenders-1>

#### **Alcohol and Drug Policies**

#### The Drug-Free Workplace Act of 1988, Subtitle D, Section 5152 and the Drug Free Schools and Communities Act Amendments of 1989, PL No. 101-226, require the Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School to have in place a Drug and Alcohol Abuse Prevention Program. Students may also seek confidential support through a list of referrals for treatment and rehabilitation centers. This information is available in the support services binder in the business office should the need arise.

The sale or use of alcohol and illegal drugs is not permitted in this school or its adjacent parking facilities. Anyone observed using illegal drugs and any underage alcoholic consumption will be referred to local police authorities. Use of any alcoholic or illegal drug during school hours while on school property (or off the property while on the clock) will be grounds for immediate termination of enrollment or employment.

#### **Campus Facilities/ Residential Facilities**

**Campus Facilities**

During business hours, the Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School will be open to students, parents, employees, contractors, guests, and invitees. The academic and administrative buildings are locked during non-business hours. During non-business hours, only authorized personnel are permitted on the premises.

#### **Residential Facilities**

The Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School is not associated with or the provider of any off-campus student housing or student organization.

#### **Safety Tips and Crime Prevention Information**

Members of the Academy community should assume responsibility for their own personal safety and the security of their personal property. The following precautions provide guidance:

* Report all suspicious activity to the Education Director/Superintendent immediately.
* Let others know where you are going and when you will return.
* Try to avoid walking alone at night. Walk with a friend when possible.
* Never leave valuables unattended.
* Do not leave valuables in your car, especially if they can be easily noticed.
* For lost or found property, contact the Education Director and/or the Superintendent.

#### **Specific Information about Crime Statistics Reported by the Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School**

The statistics in the Hate Crime chart are separated by category of prejudice, but the numbers for each specific crime category are part of the overall statistics reported for each year.

On the page of crime statistics, the number of offenses is separated into “On-Campus, Non-Campus, and Public Property”. “On-campus” is classified as any building or property owned or controlled by Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School within the same reasonably contiguous geographic area and used by the Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School in direct support of educational purposes. Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School does **not** have properties that are classified as “Non-Campus.” “Public Property” includes thoroughfares, streets, sidewalks, and parking facilities, that are within the campus, or immediately adjacent to and accessible from the campus.

#### **Department of Education Clery Definitions**

##### **Campus**

1. Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of or in a manner related to the institution's educational purposes, including residence halls; and
2. Any building or property that is within or reasonably contiguous to the area identified in paragraph
	1. that is owned by the institution but controlled by another person, is frequently used by students and supports institutional purposes (such as a food or other retail vendor).

##### **Non-Campus**

1. Any building or property owned or controlled by a student organization that is officially recognized by the institution; or
2. Any building or property owned or controlled by an institution that is used in direct support of, or in relation to, the institution's educational purposes, is frequently used by students, and is not within the same reasonably contiguous geographic area of the institution.

##### **Public Property**

All public property, including thoroughfares, streets, sidewalks and parking facilities, that is within the campus, or immediately adjacent to and accessible from the campus. Public property, for purposes of data collection and this report, does not include businesses or private residences adjacent to the campus.

#### **Offenses Definitions (as per the National Incident-Based Reporting System Edition of the Uniform Crime Reporting Program) are as defined below.**

##### **Sex Offenses**

Forcible: Any sexual act directed against another person, forcibly

and/or against that person’s will; or not forcibly or against the person’s will where the victim is incapable of giving consent.

Non-Forcible: Unlawful, non-forcible sexual intercourse; Incest or statutory rape.

**Domestic or dating violence**: Domestic or dating violence occurs when one partner tries to maintain power and control over the other through actual or threatened physical or sexual violence, or psychological and emotional abuse. These acts may be directed toward a spouse, an ex-spouse, a current or former boyfriend or girlfriend, or a current or former dating partner.

**Stalking**: Stalking is purposely, through a person’s course of conduct, harassing or following with the intent of harassing another person.

**Consent**: Consent is sexual permission and must be clear, knowing and voluntary. In order to consent effectively to sexual activity an individual must be able to understand “who, what, when, where, why and how” with respect to that sexual activity. Consent or lack of consent may be expressed or implied. Consent can be given by word or action, but non-verbal consent is not as clear as talking about what you want sexually and what you don’t. Consent to some form of sexual activity cannot be automatically taken as consent to any other form of sexual activity. Silence-- without actions demonstrating permission--cannot be assumed to show consent. Assent does not constitute consent if:

* It is given by a person who lacks the mental capacity to authorize the conduct and such mental incapacity is manifest or known to the actor; or
* It is given by a person who by reason of youth, mental disease or defect, intoxication, a drug-induced state, or any other reason is manifestly unable or known by the actor to be unable to make a reasonable judgment as to the nature or harmfulness of the conduct charged to constitute the offense; or
* It is induced by force, duress or deception.

##### **Aggravated Assault**

An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm. It is not necessary that injury result from an aggravated assault when a gun, knife or other weapon is used which could or probably would result in a serious potential injury if the crime were successfully completed.

##### **Arson**

Any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling, house, public building, motor vehicle or aircraft, personal property, etc.

##### **Burglary**

The unlawful entry of a structure to commit a felony or a theft. For reporting purposes this definition includes unlawful entry with intent to commit a larceny or a felony; breaking and entering with intent to commit a larceny; housebreaking; safe-cracking; and all attempts to commit any of the aforementioned.

##### **Motor Vehicle Theft**

The theft or attempted theft of a motor vehicle. (Classify as motor vehicle theft all cases where automobiles are taken by persons not having lawful access even though the vehicles are later abandoned, including joy riding).

##### **Murder/Negligent**

The killing of another person through gross negligence. Manslaughter

##### **Robbery**

The taking or attempting to take anything of value from the care, custody or control of a person or persons by force or threat of force, violence and/or causing the victim fear.

##### **Weapon Law Violations**

The violation of laws or ordinances dealing with weapon offenses, regulatory in nature, such as manufacture, sale or possession of deadly weapons; carrying deadly weapons, concealed or openly; furnishing deadly weapons to minors; aliens possessing deadly weapons; all attempts to commit any of the aforementioned.

##### **Drug Abuse Violations**

Violations of state and local laws relating to the unlawful possession, sale, use, growing, manufacturing and/or making of narcotic drugs. The relevant substances include opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics (Demerol, methadone); and dangerous non-narcotic drugs (Barbiturates, Benzedrine).

**Liquor Law Violations**

The violation of laws or ordinances prohibiting the

manufacture, sale, transporting, furnishing, possessing of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating a still; furnishing liquor to minor or intemperate person; using a vehicle for illegal transportation of liquor; drinking on a train or public conveyance; all attempts to commit any of the aforementioned. (Drunkenness and driving under the influence are not included in this definition).

\*\* Academy of Hair Design, Inc. and Academy of Hair Design, Inc. d/b/a BeVelle Barber School does not discriminate based on race, religion, color, gender, sexual orientation, national origin, age, physical impairment, disability or veteran status in the provision of education, employment and other services.

#### **Crime Statistics Chart**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Offense** | **Year** | **On-Campus** | **Public Property** | **Total** |
| **Murder & non-negligent manslaughter** | 2017 | **0** | **0** | 0 |
| 2018 | **0** | **0** | 0 |
| 2019 | **0** | **0** | 0 |
| **Negligent manslaughter** | 2017 | **0** | **0** | 0 |
| 2018 | **0** | **0** | 0 |
| 2019 | **0** | **0** | 0 |
| **Forcible Sexual Offenses** | 2017 | **0** | **0** | 0 |
| 2018 | **0** | **0** | 0 |
| 2019 | **0** | **0** | 0 |
| **Non-Forcible Sex Offenses** | 2017 | **0** | **0** | 0 |
| 2018 | **0** | **0** | 0 |
| 2019 | **0** | **0** | 0 |
| **Robbery** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Aggravated Assault** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Burglary** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **1** | **0** | **1** |
| **Motor Vehicle Theft** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Arson** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Liquor Law Arrest** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Liquor Law Violations** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Drug Law Arrests** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Drug Law Violations** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Illegal Weapons Arrests** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |
| **Illegal Weapons Violations** | 2017 | **0** | **0** | **0** |
| 2018 | **0** | **0** | **0** |
| 2019 | **0** | **0** | **0** |