Milwaukee THE INSTITUTE OF BEAUTY AND WELLNESS Madison

The Aveda Institute of Beauty and Wellness Milwaukee d/b/a as The Institute of Beauty and Wellness

Consumer Information – General

Updated September 2026

Please Note: The Institute of Beauty and Wellness' Official Name as recognized by its state licensing agency, accreditor, and the U.S. Department of Education is The Aveda Institute of Beauty and Wellness Milwaukee. The Institute of Beauty and Wellness has an additional location in Madison.

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Academic Programs

The Institute of Beauty and Wellness (Milwaukee) currently offers the following programs:

Cosmetology – 1600 Clock Hours
Esthiology – 600 Clock Hours
Massage Therapy 750 Clock Hours
Manicuring – 300 Clock Hours
Instructor – 150 Clock Hours

The Institute of Beauty and Wellness (Madison) currently offers the following programs:

Cosmetology – 1600 Clock Hours
Esthiology – 600 Clock Hours
Massage Therapy - 750 Clock Hours
Manicuring – 300 Clock Hours
Barbering – 1000 Clock Hours

2026 Tuition Rates without iPad

Effective for Student Enrollment Contracts signed on or after July 9, 2026.

Cosmetology
Kit price (including applicable tax) $2,500.00
Tuition $22,810.00
Total $25,310.00

Esthiology
Kit price (including applicable tax) $1,500.00
Tuition $12,075.00
Total $13,575.00

Massage Therapy
Kit price (including applicable tax) $1,400.00
Tuition $13,175.00
Total $14,575.00

Manicuring
Kit price (including applicable tax) $1,000.00
Tuition $3,200.00
Total $4,200.00

Instructor
Kit price (including applicable tax) $200.00
Tuition $1,540.00
Total $1,740.00

Barbering
Kit price (including applicable tax) $2,300.00
Tuition $13,200.00
Total $15,800.00

2026 Tuition Rates with iPad

Effective for Student Enrollment Contracts signed on or after July 9, 2026

Cosmetology
Kit price (including applicable tax) $2,965.00
Tuition $22,810.00
Total $25,775.00

Esthiology
Kit price (including applicable tax) $1,965.00
Tuition $12,075.00
Total $14,040.00

Massage Therapy
Kit price (including applicable tax) $1,865.00
Tuition $13,175.00
Total $15,040.00

Manicuring
Kit price (including applicable tax) $1,465.00
Tuition $3,200.00
Total $4,665.00

Instructor
Kit price (including applicable tax) $665.00
Tuition $1,540.00
Total $2,205.00

Barbering
Kit price (including applicable tax) $2,765.00

Tuition $13,500.00
Total $16,265.00

Kit price (including applicable tax) and tuition are subject to change without notice prior to completion of the Student Enrollment Contract.

Cost of Attendance

The Institute of Beauty and Wellness (Milwaukee)
Personal, Transportation, Food and Housing, and Dependent Estimates for 2026-27 Award Year

* Personal – $275.00 a month if living with parents; $287.00 a month for all others
* Transportation – $383.00 a month if living with parents; $267.00 a month for all others
* Food and Housing – $534.00 a month if living with parents; $1,655.00 a month for all others
* Dependent Care - $807.00 a month

The Institute of Beauty and Wellness (Madison)
Personal, Transportation, Food and Housing, and Dependent Care Estimates for 2026-27 Award Year

* Personal – $395.00 a month if living with parents; $443.00 a month for all others
* Transportation – $560.00 a month if living with parents; $209.00 a month for all others
* Food and Housing – $678.00 a month if living with parents; $1,829.00 a month for all others
* Dependent Care - $2,058.00 a month

The Institute of Beauty and Wellness arrives at average costs for our students by using periodic surveys of our student populations.

NACCAS Outcome Rates

On an annual basis, due November 30 of each year, The Institute of Beauty and Wellness determine and make available the following statistical information regarding graduation, licensure and placement rates.

Applicable outcome rates for the 2024 Annual Report due December 12, 2025 are as follows:

a. Graduation Rate 85.01%
b. Licensure exam pass rate 95.24%
c. Placement rate of graduates 65.06%

The above outcome rates combine data from a main campus, The Institute of Beauty and Wellness, and its additional location in Madison. The above outcome rates are higher than the NAACAS requirement. Per accreditation guidelines, the institution is responsible for the achievement of the below expected and acceptable outcomes, regardless of mode of educational delivery:

a. Graduation Rate 50%
b. Licensure exam pass rate 70%
c. Placement Rate of graduates 60%

Cosmetology
The Cosmetology course is 1600 clock hours in length, 47 weeks for a Full-Time student and 54 weeks for a Three-Day student. For the 2024 annual report, 89 students were enrolled as of January 1, 2024, with another 72 started training in 2024. 98 students were scheduled to graduate in 2024, 83 students (84.69%) actually graduated by November 30, 2025. There were 10 students who were exempted from the graduation rate calculation because they withdrew within 60 calendar days of starting their program. 76 graduates sat for all parts of their required state licensure exam prior to November 30, 2025. 75 of these graduates (98.68%) passed all portions of the state licensing exam. Of the 75 graduates who are legally authorized to practice, 66 graduates (88.00%) are employed in a field for which training prepared them by November 30, 2025.

Esthiology
The Esthiology course is 600 clock hours in length, 18 weeks for a Full-Time student and 30 weeks for an Evening student. For the 2024 annual report, 79 students were enrolled as of January 1, 2024 with another 164 students starting training in 2024. 166 students were scheduled to graduate in 2024, 146 students (87.95%) actually graduated by November 30, 2025. There were 5 students who were exempted from the graduation rate calculation because they withdrew within 30 calendar days of starting their program. 133 graduates sat for all parts of their required state licensure exam prior to November 30, 2025. 124 of these graduates (93.23%) passed all portions of the state licensing exam. Of the 124 graduates who are legally authorized to practice, 61 graduates (49.19%) are employed in a field for which training prepared them by November 30, 2025.

Massage Therapy
The Massage Therapy course is 750 clock hours in length, 27 weeks for a Part-Time Day student, 38 weeks for an Evening student, and 36 weeks for a Three-Day student. For the 2024 annual report, 21 students were enrolled as of January 1, 2024, with another 36 starting training in 2024. 29 students were scheduled to graduate in 2024, 21 students (72.41%) actually graduated by November 30, 2025. There were 2 students who were exempted from the graduation rate calculation because they withdrew within 30 calendar days of starting their program. 21 graduates sat for all parts of their required state/national licensure exam prior to November 30, 2025. 20 of these graduates (95.24%)

passed all portions of the state/national licensing exam. Of the 20 graduates who are legally authorized to practice, 19 graduates (95.00%) are employed in a field for which training prepared them by November 30, 2025.

Barbering

The Barbering course is 1000 clock hours in length, 29 weeks for a Full-Time student and 34 weeks for a Three- Day Student. For the 2024 annual report, 2 students were enrolled as of January 1, 2024. 0 students started in 2024. 2 students were scheduled to graduate in 2024, 2 students (100.00%) actually graduated by November 30, 2025. There were 3 students exempt from the graduation rate calculation because they withdrew within 60 calendar days of starting their program. 2 graduates sat for all parts of their required state licensure exam prior to November 30, 2025. 2 of these graduates (100.00%) passed all portions of the state licensing exam. Of the 2 graduates who are legally authorized to practice, 1 graduate (50.00%) are employed in a field for which training prepared them by November 30, 2025.

Manicuring

The Manicuring course is 300 clock hours in length, 15 weeks for an Evening student, and 11 weeks for a Part-Time Day student. For the 2024 annual report, 14 students were enrolled as of January 1, 2024, with another 26 starting training in 2024. 34 students were scheduled to graduate in 2024, 28 students (82.34%) actually graduated by November 30, 2025. There were 0 students exempt from the graduation rate calculation because he/she withdrew within 30 calendar days of starting their program. 18 graduates sat for all parts of their required state licensure exam prior to November 30, 2025. 17 of these graduates (94.44%) passed all portions of the state licensing exam. Of the 17 students who are legally authorized to practice, 8 students (47.06%) are employed in a field for which training prepared them by November 30, 2025.

Ayurveda Esthetic

The Ayurveda Esthetic course is 1000 clock hours in length, 39 weeks for a Part-Time Day student. For the 2024 annual report, 0 students were enrolled as of January 1, 2024, with 8 starting training in 2024. 7 students were scheduled to graduate in 2024, 6 students (85.71%) actually graduated by November 30, 2025. There was 1 student exempted from the graduation rate calculation because he/she withdrew within 60 calendar days of starting their program. 2 graduates sat for all parts of their required state licensure exam prior to November 30, 2025. 2 of these graduates (50.00%) passed all portions of the state licensing exam. Of the 2 graduates who are legally authorized to practice, 2 graduates (100.00%) are employed in a field for which training prepared them by November 30, 2025.

Instructor

The Instructor course is 150 clock hours in length, 20 weeks for a Part-Time student. For the 2024 annual report, 3 students were enrolled as of January 1, 2024, with another 7

starting training in 2024. 11 students were scheduled to graduate in 2024, 9 graduates (81.82%) actually graduated by November 30, 2025. There were 0 students exempt from the graduation rate calculation because he/she withdrew within 30 calendar days of starting their program. There is no required state/national licensure exam for this program. Of the 9 students who are legally authorized to practice, 5 students (55.56%) are employed in a field for which training prepared them by November 30, 2024.

Placement Rates and Methodology

Placement rates are calculated on students scheduled to graduate in 2024 based on their contract date. Students are considered placed if they are or have been employed in a field for which their training prepared them (i.e., in a position within the beauty and wellness industry that directly related to their field of training) after graduation and prior to November 30, 2025.

A graduate from the graduation cohort is considered eligible for placement unless they meet one of the six exemptions detailed below:

a. The graduate is deceased
b. The graduate has a permanent or indefinite disability
c. The graduate or graduate's spouse was deployed and/or relocated for military service/duty
d. The graduate becomes incarcerated within six (6) months of completion of the program
e. The graduate studied under a student visa and is ineligible for employment in the U.S.
f. The graduate continued their education at an institution under the same ownership (Note:
the new program must be a NACCAS-approved program and the institution under the same
ownership must be NACCAS-accredited)

Graduates who obtain temporary positions (i.e., positions where there is an expectation prior to the graduate's hire that the employment relationship between the employer and graduate will not last more than one month) are not considered placed.

Please note that being unlicensed is not a valid exclusion/exemption for employment.

The placement rates below combine data from a main campus, The Institute of Beauty and Wellness, and its additional location.

Placement Rates as reported in 2024 NACCAS Annual Report as placed by November 30, 2025.

Cosmetology	**88.00%**
Esthiology	**49.19%**

Massage Therapy	**95.00%**
Barbering	**50.00%**
Manicuring	**47.06%**
Ayurveda Esthetic	**50.00%**
Instructor	**55.56%**
Overall	**65.06%**

The Institute of Beauty and Wellness is required by NACCAS to retain acceptable backup documentation for the placement rate.

Student Right-to-Know and Federal Retention Rate Disclosure

Pursuant to the federal Student Right-to-Know Act, on an annual basis, our school determines and makes available an overall graduation rate of certificate or degree-seeking, first-time, full- time, undergraduate students. In addition, our school also provides the Student-Right-to-Know graduation rate disaggregated by various sub-categories, as determined and defined by the U.S. Department of Education.

The Student Right-to-Know graduation rate is based on a "cohort study," meaning that a group or "cohort" of students is identified and then monitored over a period of time. The current rates, set out below, are based on the group of students who enrolled for the first-time, as full- time students, between September 1, 2022 and August 31, 2023. The rate represents the number of those students who earned their diploma within 150% of the normal time required to complete their program. The rate does not include students who left school to serve in the armed forces, on official church missions, or in the foreign service of the federal government. Students who died or were totally and permanently disabled also are excluded.

It's important to note that the Student Right-to-Know graduation rate is calculated at the school level. In other words, there is one rate for the entire school, not a rate for each specific program. Certain institutions also are required to calculate and distribute graduation or completion rates for students receiving athletically related student aid, as well as transfer-out rates. These requirements, however, are not applicable to The Institute of Beauty and Wellness. The most recent, disaggregated Student-Right-to-Know graduation rate for The Institute of Beauty and Wellness (Milwaukee) is set out in the following chart:

Student Category	Number of Students	Number Graduating Within 150%	Graduation Rate
Men	-	-	-
Women	91	73	80%
Nonresident Alien	-	-	-
Hispanic/Latino	19	16	84%
American Indian/Alaska Native	-	-	-
Asian	-	-	-
Black or African American	21	12	57%
Native Hawaiian or Other Pacific Islander	-	-	-
White	47	42	89%
Two or More Races	-	-	-
Race and Ethnicity Unknown	-	-	-
Received Pell Grant	49	34	69%
Received Direct Subsidized that did not receive a Pell Grant	13	12	92%
Did Not receive either a Pell Grant or Direct Subsidized	34	30	88%
OVERALL	**96**	**76**	**79%**

-indicates that there were no students in this category, or that the student population for this category is too small to be disclosed with confidence or confidentiality (i.e. 10 or fewer students)

The most recent, disaggregated Student-Right-to-Know graduation rate for The Institute of Beauty and Wellness (Madison) is set out in the following chart:

Student Category	Number of Students	Number Graduating Within 150%	Graduation Rate
Men	-	-	-
Women	43	35	81%
Nonresident Alien	-	-	-
Hispanic/Latino	-	-	-
American Indian/Alaska Native	-	-	-
Asian	-	-	-
Black or African American	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-
White	27	22	81%
Two or More Races	-	-	-
Race and Ethnicity Unknown	-	-	-
Received Pell Grant	13	9	69%
Received Direct Subsidized Loan that did not receive a Pell Grant	15	14	93%
Did not receive either a Pell Grant or Direct Subsidized Loan	15	12	80%
OVERALL	**43**	**35**	**81%**

-indicates that there were no students in this category, or that the student population for this category is too small to be disclosed with confidence or confidentiality (i.e. 10 or fewer students)

Our school also makes available each year a federal retention rate, which is the percentage of first-time, full-time students from the previous fall who are still enrolled, or successfully completed their program, the following year. Like the Student-Right-to-Know graduation rate, this retention rate is based on a cohort study and calculated at

the school level (i.e., there is one rate for the entire school, not a rate for each specific program). The most recent federal retention rate for The Institute of Beauty and Wellness (Milwaukee) is set out in the following chart:

Number of students in Fall 2024	47
Number Still Enrolled or Completed as of Fall 2025	44
Retention Rate	**94%**

The most recent federal retention rate for The Institute of Beauty and Wellness (Madison) is set out in the following chart:

Number of students in Fall 2024	26
Number Still Enrolled or Completed as of Fall 2025	24
Retention Rate	**92%**

The Student-Right-to-Know graduation rate for our school is based on data reported by the school in connection with the National Center for Educational Statistics (NCES) Integrated Postsecondary Education Data System (IPEDS) 2025-2026 Graduation Rate Survey. The federal retention rate is based on data reported by the school in connection with the NCES, IPEDS 2025-2026 Fall Enrollment Survey.

Each year prior to July 1, The Institute of Beauty and Wellness must annually make available to prospective and enrolled students the Student Right-to-Know and Federal Retention Rates.

Transfer-out Rates

The Institute of Beauty and Wellness do not provide substantial preparation for students to enroll in another Title IV, HEA- eligible institution.

Licensure, Accreditation, and Title IV Approval

Licensure

State of Wisconsin Department of Safety and Professional Services (for Cosmetology, Barbering, Esthiology, Manicuring, and Instructor) 4822 Madison Yards Way
Madison, WI 53705
(608) 266-2112
https://dsps.wi.gov/pages/Home.aspx

Wisconsin Educational Approval Program - Department of Safety and Professional Services
(for Massage Therapy and Ayurveda Esthetic)
2017 Wisconsin Act 59 transferred the duties of the Educational Approval Program (EAP) to DSPS. Any related questions may be sent to ***DSPSEAP@wi.gov.***
4822 Madison Yards Way
Madison, WI 53705
(608) 266-1996
https://dsps.wi.gov/pages/programs/educationalapproval/default.aspx

Accreditation
National Accrediting Commission of Career Arts and Sciences (NACCAS) 3015 Colvin Street
Alexandria, VA 22314
(703) 600-7600
http://www.naccas.org/

Title IV (Federal Financial Aid)

U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202
(800)-872 5327
https://www.ed.gov/

Upon request, the institution will make available to any enrolled or prospective student a copy of the documents describing the institution's accreditation, approval, or licensing.

Institutional Refund Policy

The refund policy applies to all terminations for any reason, by either party, including student decision, course or program cancellation or school closure.

The refund policy is as follows: A student will receive a full refund under SPS 408.03 of all money collected by the institutes if the student:

1. Cancels enrollment within 3 business days of executing the enrollment contract under SPS 406.04

2. Was accepted for enrollment but was unqualified for entrance, and the institutes did not secure a disclaimer under SPS 409.04

3. Enrollment was procured as the result of any misrepresentation in the written materials used by the institutes or in oral representations made by or on behalf of the institutes

A student will receive a full refund of all money collected by the institutes if a course is canceled prior to enrollment and before instruction in the course has begun.

A student will receive a partial refund of all money collected by The Institutes if the student:

1. A student is entitled to a pro rata refund of all money collected by the institutes if the institutes cancel a course and ceases to offer instruction after a student has enrolled and instruction has begun.

2. A student is entitled to a pro rata refund of all money collected by the institutes if the institutes are permanently closed and no longer offer instruction after a student has enrolled and instruction has begun.

A student who withdraws or is dismissed after the period of time identified under SPS 408.03 (1) has passed, but before completing 60% of the potential units of instruction in the current enrollment period, shall be entitled to a pro rata refund, as calculated below:

At Least	But Less Than	Percent of Tuition Owed Institute	Percent of Tuition To Refund to Student
1 class	10%	10%	90%
10%	20%	20%	80%
20%	30%	30%	70%
30%	40%	40%	60%
40%	50%	50%	50%
50%	60%	60%	40%
60%		100%	0%

Note: Completion means the number of scheduled class clock hours elapsed from the start of the student's enrollment until the student's last date of attendance divided by the total number of class clock hours required to complete the course of instruction. Consequently, our refund policy is calculated based on scheduled class hours rather than actual class hours.

The institutes encourage but do not require students who want to withdraw to provide the institutes with written notice of withdrawal. The institutes determine a student's constructive notice of withdrawal by monitoring clock hour attendance at least every 30

calendar days, and a determination is made to withdraw a student who has been absent without notice or explanation for 14 or more consecutive calendar days. The institution's determination that a student withdrew is the date that written notification of withdrawal was received or would revert to 14 calendar days after the student's last date of attendance.

The institutes shall acknowledge in writing a student's withdrawal within 10 calendar days of the withdrawal determination date. Any refund of money due to the student shall be paid within 40 calendar days after the effective date of termination. The institutes do not require students to ask the institutes to issue a refund of money collected by the institutes.

All miscellaneous costs which have not yet become due will be void. In case of a leave of absence, the institutes shall refund any money due the student within 40 calendar days of the earlier of the last day of the student's leave of absence if the student fails to return or the date the student notifies the institutes that the student will not be returning. The institutes shall reimburse the cost of the unused equipment or supplies that a student was required to purchase as a condition of enrollment or continued participation in the course of instruction to a student who, for any reason, withdraws or is dismissed by the institutes and who, within 40 calendar days of the withdrawal or dismissal, tenders for reimbursement the equipment and supplies in their original condition. The institutes may elect a more generous refund policy to accommodate mitigating circumstances. A student's account may be sent to collections for nonpayment.

Return of Title IV Funds (Federal Financial Aid) Policy

If a student who received or was eligible to receive Federal Financial Aid withdraws or is terminated when the clock hours scheduled to have been completed is 60% or less of a payment period, the school will determine the amount of that Title IV Aid the student earned according to the Return of Title IV Funds Calculation mandated by the U.S. Department of Education. If a student withdraws or is terminated when the clock hours scheduled to have been completed is more than 60% of a payment period, the student is considered to have earned all awarded aid for that payment period. In the case where a student's Return of Title IV Funds Calculation indicates that the student has earned more than was disbursed, the student would be owed a post withdrawal disbursement. The school must make the post withdrawal disbursement of a Federal Pell Grant as soon as possible but no later than 45 days after the date of the school's determination that the student withdrew. The school must offer a post withdrawal disbursement of a Federal Direct Loan to a student, or parent for a Direct Parent PLUS Loan, within 30 days of the date of a school's determination that a student has withdrawn. The school must allow at least 14 days for a student, or parent, to accept any post withdrawal disbursement of loan funds. If a post withdrawal disbursement creates a credit balance on a student's account, the credit balance will be disbursed as soon as possible but no later than 14

days after the credit balance was crated.

The withdrawal date would always be the student's last date of attendance. If a student officially withdraws, the date the student provided official notification would be the date of school's determination that the student withdrew. The school encourages but does not require students who want to withdraw to provide the school a written notice of withdrawal. The school determines a student's constructive notice of withdrawal by monitoring clock hour attendance at least every thirty (30) calendar days and a determination is made to withdraw a student who has been absent without notice or explanation for 14 or more consecutive calendar days. The date of the institution's determination that a student withdrew would revert back to 14 calendar days after the student's last date of attendance. The date that a student did not return from an approved Leave of Absence would also be the date of the school's determination that the student withdrew. The school is required to perform this calculation and return a portion of Federal funds to the Federal Title IV programs within 45 days of determining when the student withdrew. The student will be notified by the school if he/she is also required to return funds based on the calculation.

When the amount of Title IV Aid that must be returned has been determined, the school will return the funds in the following order:

1. Unsubsidized Federal Direct loans
2. Subsidized Federal Direct loans
3. Federal PLUS (Parent) loans
4. Federal Pell Grants

The school's Refund Policy and Return of Title IV Funds Policy are independent of one another. A student who withdraws or is terminated may have to return unearned Federal aid and still owe the school for their program.

If after the Return of Title IV Funds calculation and school's Refund Policy calculation have been applied to a student's account there is a credit balance, the credit balance will be disbursed as soon as possible but no later than 14 days after the Return of Title IV Funds Calculation was completed.

Satisfactory Academic Progress Policy

Satisfactory progress in academic work and attendance is a requirement for all students during all terms for which they are enrolled at The Institute of Beauty and Wellness, including summer, whether or not the student receives Title IV Funds (Federal Financial Aid) during those terms.

This policy is intended to comply with all applicable rules and regulations established by

the National Accrediting Commission of Career Arts and Sciences (NACCAS) and the United States Department of Education.

The institutes' satisfactory academic progress policy is provided to applicants before enrollment in the course catalog and the enrollment contract.

Please note: the Ayurveda Esthetic and Instructor programs are not approved to be offered at the additional location of The Institute of Beauty and Wellness.

ACADEMIC

Students must meet a minimum of 80% in their academic grades. When enrolling in our programs, a student accepts the responsibility to perform at the prescribed standards and achieve results to graduate. The objective is to recognize, equitably and uniformly, the performance of individual students. Attendance, level of cooperation, attitude, professionalism, and completing the necessary homework, projects, and tests are absolute necessities.

Academic progress is measured by the following:

Chapter Tests 25%
Student Projects 25%
Mock State Board Practical & Written Exam 25%
Technical Evaluations 25%

Grading Scale

98-100 .....Honor Roll
94-97 .....Very Good
87-93 .....Good
80-86.....Satisfactory
79-Below .....Unsatisfactory

ATTENDANCE

Students must maintain a minimum of 90% attendance record. The start and completion of class dates are set for perfect attendance. Beyond that, it is the student's responsibility to continue their program until the total requirement of clock hours is concluded.

A student's maximum completion time is 111% of the course length. Maximum time frames to complete the individual courses are as follows:

Ayurveda Esthetic (1000 clock hours Day).....43 weeks.....1110 scheduled hours
Barbering (1000 clock hours Day).....53 weeks....110 scheduled hours
Barbering (1000 clock hours Evening).....56 weeks....1110 scheduled hours

Cosmetology (1600 clock hours Day).....52 weeks.....1776 scheduled hours
Cosmetology (1600 clock hours 3-Day).....60 weeks.....1776 scheduled hours
Cosmetology (1550 clock hours Day).....50 weeks....1721 scheduled hours
Cosmetology (1550 clock hours 3-Day)....58 weeks...1721 scheduled hours
Esthiology (600 clock hours Day).....20 weeks.....666 scheduled hours
Esthiology (600 clock hours Evening).....33 weeks.....666 scheduled hours
Esthiology (450 clock hours Day)....15 weeks....500 scheduled hours
Esthiology (450 clock hours Evening)....25 weeks.....500 scheduled hours
Esthiology Manicuring Dual Program (750 clock hours Day).....25 weeks....833 scheduled hours
Instructor (150 clock hours Day).....22 weeks.....166 scheduled hours
Manicuring (300 clock hours Day).....13 weeks.....333 scheduled hours
Manicuring (300 clock hours Evening).....17 weeks.....333 scheduled hours
Massage Therapy (750 clock hours Day).....30 weeks.....833 scheduled hours
Massage Therapy (750 clock hours 3-Day).....40 weeks.....833 scheduled hours
Massage Therapy (750 clock hours Evening)....43 weeks.....833 scheduled hours
Massage Therapy (600 clock hours Day)....24 weeks....666 scheduled hours
Massage Therapy (600 clock hours 3-Day)....32 weeks.....666 scheduled hours
Massage Therapy (600 clock hours Evening).....34 weeks.....666 scheduled hours
Massage Therapy Hybrid (750 clock hours Day)....30 weeks....833 scheduled hours
Massage Therapy Hybrid (750 clock hours 3-Day)....40 weeks....833 scheduled hours
Massage Therapy Hybrid (750 clock hours Evening)....43 weeks....833 scheduled hours

A leave of absence extends the student's contract period and maximum time frame by the same number of calendar days taken in the leave of absence. Students who have not completed the course within the maximum time frame may be terminated from school at the discretion of the Administrative Team.

ACADEMIC YEAR

An Academic Year is defined as "the amount of the academic work students enrolled in a course or program must complete each year, and the number of Academic Weeks in which they are expected to complete it, as defined by the institution, but not less than 900 Clock Hours (or the equivalent in credits or competencies) over at least 26 Academic Weeks of instruction." An Academic Week is further defined as "A period of seven (7) consecutive calendar days including at least one (1) day of regularly scheduled instruction or examination." The institute utilizes an academic year of 900 clock hours to be completed in 26 academic weeks for all of its programs.

DETERMINATION OF PROGRESS

All students' quantitative (attendance) and qualitative (academic performance) elements are evaluated on a cumulative basis at the conclusion of evaluation periods throughout

their program to determine Satisfactory Academic Progress.

Ayurveda Esthetic (1000 Clock Hours)
1st Evaluation Period Ends: 450 Clock Hours and 13 weeks
2nd Evaluation Period Ends: 900 Clock Hours and 26 weeks
3rd Evaluation Period Ends: 1000 Clock Hours and 29 weeks

Barbering (1000 Clock Hours)
1st Evaluation Period Ends: 450 Clock Hours and 13 weeks
2nd Evaluation Period Ends: 900 Clock Hours and 26 weeks
3rd Evaluation Period Ends: 1000 Clock Hours and 29 weeks

Cosmetology (1600 Clock Hours)
1st Evaluation Period Ends: 450 Clock Hours and 13 weeks
2nd Evaluation Period Ends: 900 Clock Hours and 26 weeks
3rd Evaluation Period Ends: 1250 Clock Hours and 37 weeks
4th Evaluation Period Ends: 1600 Clock Hours and 47 weeks

Cosmetology (1550 clock Hours)
1st Evaluation Period Ends: 450 Clock Hours and 13 weeks
2nd Evaluation Period Ends: 900 Clock Hours and 26 weeks
3rd Evaluation Period Ends: 1225 Clock Hours and 36 weeks
4th Evaluation Period Ends: 1550 Clock Hours and 45 weeks

Esthiology (600 Clock Hours)
1st Evaluation Period Ends: 300 Clock Hours and 9 weeks
2nd Evaluation Period Ends: 600 Clock Hours and 18 weeks

Esthiology (450 Clock Hours)
1st Evaluation Period Ends: 225 Clock Hours and 7 weeks
2nd Evaluation Period Ends: 450 Clock Hours and 14 weeks

Esthiology Manicuring Dual Program (750 Clock Hours)
1st Evaluation Period Ends : 375 Clock Hours and 11 weeks
2nd Evaluation Period Ends: 750 Clock Hours and 22 weeks

Instructor (150 Clock Hours)
1st Evaluation Period Ends: 75 Clock Hours and 3 weeks
2nd Evaluation Period Ends: 150 Clock Hours and 5 weeks

Manicuring (300 Clock Hours)
1st Evaluation Period Ends: 150 Clock Hours and 5 weeks
2nd Evaluation Period Ends: 300 Clock Hours and 9 weeks

Massage Therapy (750 Clock Hours)
1st Evaluation Period Ends: 375 Clock Hours and 11 weeks
2nd Evaluation Period Ends: 750 Clock Hours and 22 weeks

Massage Therapy (600 Clock Hours)
1st Evaluation Period Ends: 300 Clock Hours and 9 weeks
2nd Evaluation Period Ends: 600 Clock Hours and 18 weeks

Massage Therapy Hybrid (750 Clock Hours)
1st Evaluation Period Ends: 375 Clock Hours and 11 weeks
2nd Evaluation Period Ends: 750 Clock Hours and 22 weeks

Evaluation periods are based on actual hours completed. All evaluations must be completed within seven (7) school business days following the conclusion of the evaluation periods defined above. Students who do not achieve Satisfactory Progress may no longer be eligible for Title IV, HEA program funds, if applicable unless the student is on warning or has prevailed upon appeal of the determination that has resulted in the status of probation. Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory academic progress until the subsequent scheduled evaluation. The school is required to notify a student of any evaluation in which the student is not meeting Satisfactory Academic Progress. Students have access to a hard copy of their Satisfactory Progress Determination at the time of each evaluation.

PROGRESS EVALUATION
The Institutes periodically monitor student progress with our Satisfactory Academic Progress Policy.

WARNING & PROBATION STATUS
Students who do not achieve satisfactory academic progress are placed on warning status until the subsequent scheduled evaluation and must meet with Student Services of the Institutes At this meeting, the student and Student Services will devise a study plan, set academic goals, discuss extra credit, and decide on any other course of action that needs to be taken. The student is still eligible for Title IV Aid while on warning. The Institutes' Financial Aid Director will notify a student on warning how their status impacts their eligibility for Federal Financial Aid.

• If the student has achieved the Institute's academic work and attendance requirements at the end of the warning, then the student has re-established that they meet the Institute's satisfactory academic progress and is taken off warning.
• If at the end of the warning, the student has not demonstrated satisfactory academic progress, then the Institutes may allow for the status of probation for a student if:

• The student prevails upon appeal of an adverse progress determination prior to being placed on probation;
• The institutes determine that satisfactory academic progress can be met by the end of the subsequent evaluation period; or
• The institutes develop an academic plan for the student that, if followed, will ensure that the student can meet the institutes' satisfactory academic progress requirements by a specific point within the maximum time frame established for the individual student.
• If the student has achieved the institute's academic work and attendance requirements at the end of the probation, then the student has re-established that they meet the institute's satisfactory academic progress and is off probation.
• If at the end of the probation, the student has not demonstrated satisfactory academic progress, then the student may be terminated from the institutes at the discretion of the Administrative Team. Future enrollment considerations will be individually reviewed.

THE APPEAL OF WARNING & PROBATION

Students may appeal a failed satisfactory academic progress determination by filing a written appeal to the Administrative Director. Students must provide documentation regarding why they failed to make satisfactory academic progress. Valid reasons for submitting an appeal include, but are not limited to: illness or injuries, children's illness or injuries, death of a relative or friend, family emergencies, pregnancies, maternity/paternity leave, disabilities, or legal matters. Students must also explain what has changed in their situation that will allow the achievement of satisfactory academic progress at the subsequent evaluation. The Administrative Director reviews the appeal of a failed satisfactory academic progress determination. If the appeal is approved, the student will have prevailed upon appeal resulting in probation status. The results of the appeal are documented in the student's file.

WITHDRAWALS – PASSING/FAILING

If a student withdrew from a course and was passing, it would be included in their academic grades. If they were also achieving the minimum attendance requirement, the student would have made satisfactory academic progress during their last evaluation. The clock hours for the course are counted as both attempted and achieved. Students who withdrew from a course and were failing would have it impact their GPA. The clock hours for the course are counted as both attempted and achieved.

WITHDRAWALS – RE-ENTRY

If a student withdraws and later re-enters institutes, they will re-enter in the same progress status as at the time of withdrawal.

TRANSFER STUDENTS

Transfer hours from another institute accepted toward a student's program are counted as both attempted and completed hours to determine when the maximum allowable time frame has been exhausted. Satisfactory Academic Progress evaluations are based on actual

contracted hours at The Institute of Beauty and Wellness.

INCOMPLETION / REPETITION & REMEDIAL COURSES

Course incompletion or repetitions do not affect the satisfactory academic progress policy. This Institute does not offer remedial courses.

CHANGES IN COURSE OF STUDY

If a student enrolls in a second course, their satisfactory academic progress is reviewed only for the course that the student is currently enrolled in. Academic grades and attendance records from a prior course will not be included in the current satisfactory academic progress determination. If a student is concurrently enrolled in two courses, their satisfactory academic progress will be reviewed for each course independently.

Leave of Absence Policy

A leave of absence (LOA) is a temporary interruption in a student's program of study. It is offered to students when situations are encountered that require an extended amount of time to be missed from school for a medical condition in which a physician requires the student to be out of school. A LOA must be a minimum of 30 calendar days. In order to return from medical leave, the school will need a doctor's written notice of readiness to return to school and any limitations that might be required. For any other concerns, if a student feels they need to take a LOA, the authorization of the leave will be based upon administrative discretion.

To apply for a leave of absence, a student's request must be submitted in writing on an Institute Leave of Absence form, must include the student's signature, and must be dated by the student. The student must include the reason for the LOA. There must be a reasonable expectation that the student will return from the LOA. Due to unforeseen circumstances, the school may grant a LOA to a student who did not provide the request prior to the LOA. In such instances, the school collects the Institute Leave of Absence form from the student at a later date and the school establishes the start date of the approved LOA as the first date the student was unable to attend. The school must document the reason for its decision on whether to approve or deny a LOA. A student granted a LOA is not considered to have withdrawn, and no refund calculation is required at that time. The LOA together with any additional LOA's previously granted must not exceed a total of 180 calendar days in an any 12-month period. When calculating the maximum time frame for a student's approved LOA, the school must ensure that it accounts for all periods of nonattendance (including weekends and scheduled breaks). Thus, since an approved LOA may not be more than 180 days, the school might have to reduce the length of a student's LOA if the 180th day is scheduled to fall on a day the school will be closed The LOA extends the student's contract period and maximum time frame by the same number of calendar days taken in the LOA. All parties must make initial changes to the enrollment contract period, or an addendum must be signed and dated by all parties. The student returning from a LOA will return to school under the same progress

status as when they left. The school may not assess the student for additional charges as a result of a requested LOA. If a student takes an unapproved LOA or a student's LOA extends beyond the maximum time frame (the date of return) for a LOA, the student will be considered a withdrawal. The withdrawal date to calculate a refund is always the student's last day of attendance.

Facilities

Client Service Areas

All students have the chance to work with a diverse range of clients. We offer a high-quality salon and spa environment where students can provide hair, skin, nail, and body services under the supervision of licensed professionals.

Aveda Experience Center

Both institutes feature a retail center offering Aveda products, including hair care, skincare, Pure-Fume™ (fragrance), body care, makeup, and lifestyle items. Gaining product knowledge and achieving retail success can enhance your value in the salon and spa industry. The store allows you to practice client services and business skills with guests.

Student Classrooms

Classrooms are designed to create an effective environment for various learning styles and activities. They feature advanced audiovisual technology, Microsoft Office 365 web version access, and online curriculum portals like learnaveda.net, Aveda, and Pivot Point.

Library and Administrative Resources

A resource library has books on styling, motivation, health and wellness for your reference. Team leaders and admissions personnel are also available to respond to your questions and concerns.

Equipment

There is a variety of equipment available for student use, including manicuring stations, hydraulic chairs, massage and esthetic tables, and fully equipped skin care stations with dermoscopes and steamers at each station.

Facilities and Services for Students with Disabilities

The Institute of Beauty and Wellness will work with students or applicants in need of reasonable accommodations to determine whether reasonable accommodations can be effective or are available. Students requesting reasonable accommodations in accordance with the Americans with Disabilities Act should follow the procedures outlined in the Student Handbook. The Institute of Beauty and Wellness will make every effort to accommodate students with special needs. All school facilities are handicap accessible.

The Institute of Beauty and Wellness provide academic counseling to all students. We will help you with tutoring should you experience challenges in meeting the minimum

performances standards and course requirements as set by The Institute of Beauty and Wellness and the State of Wisconsin Department of Safety and Professional Services.

Career and Placement Services
The Institute of Beauty and Wellness supports students in starting professional careers across the country through a wide network of salons, spas, and health clubs. We provide employment advisory services as outlined in Wis. Admin. Code § SPS 409.05. Our offerings include career fairs and self-promotion training to equip students with essential knowledge. While we facilitate placement services to assist students in finding job opportunities, we do not take responsibility for securing employment. It is important to note that the Institute of Beauty and Wellness is primarily educational institutions and do not guarantee job placement.

Student Transcripts
The Institute of Beauty and Wellness does not withhold an official transcript from a student who is withdrawn/terminated who has a tuition balance owed to the school. The school will provide an official transcript to every student who submits a transcript request on the school's website.

Student Counseling and Assistance
The Institute of Beauty and Wellness encourages students to contact the professional resources for counseling located in the student handbook.

The school is not responsible to advise a student in areas other than issues that pertain to their studies. Students have access to advising from members of the school's staff including referral to professional assistance if necessary. The school maintains records of student referrals.

If a student has a crisis, we suggest the student contact the following local helplines:

Milwaukee
Crisis help line: (262) 257-7222
Parent help line: (414) 671-7222
First call for help: (262) 547-3388
Rogers Memorial Hospital: (414) 327-3000 treatment for alcohol and drug addiction, depression, anxiety, and eating disorders
Allied counseling services: (920) 674-9582
ARO counseling: (262) 641-9050
Counseling center of : (414) 271-2565 Homeless resource: The Joy House (414) 344-2211
The Women's Center: (262) 547-4600 Business, (262) 542-3828 Crisis Line, (888) 542-3828 Toll Free Crisis Line

Madison
Crisis help line: (608) 280-2600
Parent help line: (608) 241-2221
UW Health Gateway Recovery Clinic: (608) 278-8200 treatment for alcohol and drug addiction, depression, anxiety, and eating disorders.

The following national assistance services are also available:

24/7 Suicide & Crisis Lifeline: Call or text 988
National Suicide Prevention Lifeline: 1-800-273-TALK (8255)
Trevor Lifeline (LGBTQA+) 1-866-488-7386
National Alcoholism and Substance Abuse Information Center: (800) 784-6776
Substance Abuse and Mental Health Services Administration (SAMHSA) - 1-800-662-4357
National Sexual Assault Hotline: (800) 656-HOPE (4673)
National Domestic Violence Hotline: (800) 799-SAFE (7233)
National Planned Parenthood: (800) 230-PLAN (7526)
National Maternal Mental Health Hotline: (833)852-6262
Trans Lifeline: (877) 565-8860
Veteran's Crisis Line: 988

Textbook Information

The following textbooks are required by curriculum. These textbooks are included in the kit cost.

Cosmetology
Pivot Point Fundamentals: Cosmetology Study Guide

Esthiology
Pivot Point Fundamentals: Esthetics Study Guide and Exam Review Book

Massage Therapy
Essentials of Human Anatomy & Physiology by Elaine Marieb
Tappan's Handbook of Massage Therapy Techniques by Patricia J. Benjamin
Trail Guide to the Body Textbook and Student Handbook by Andrew Biel
A Massage Therapist's Guide to Pathology– Ruth Werner

Manicuring
Pivot Point Fundamentals: Nails Textbook Bundle(coursebook set, study guide, & exam prep)

Ayurveda Esthetic
Pivot Point Fundamentals: Esthetics Study Guide and Exam Review Book
Textbook of Ayurveda, Volume 1 by Dr. Vasant Lad Textbook of Ayurveda, Volume 2 by Dr. Vasant Lad Textbook of Ayurveda, Volume 3 by Dr. Vasant Lad

Drug and Alcohol Abuse Prevention Program

The institution will annually distribute in writing to each student and employee and will biennially review the Drug and Alcohol Abuse Prevention Program, which will include:

• Standards of conduct that clearly prohibit, at a minimum, the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees on The Institute of Beauty and Wellness' property or as part of any of its activities.

• A description of the applicable legal sanctions under Local, State or Federal Law for the unlawful possession or distribution of illicit drugs and alcohol.

• A description of the health risks associated with the use of illicit drugs and the abuse of alcohol.

• A description of any drug or alcohol counseling, treatment, or rehabilitation or re-entry programs that are available to employees or students.

• A clear statement that the institution will impose disciplinary sanction against students and employees (consistent, with Local, State, and Federal Law), and a description of those sanctions, up to and including, expulsion or termination of employment and referral for prosecution, for violations of the standards of conduct. A disciplinary sanction may include the completion of an appropriate rehabilitation program.

Campus Security Policies, Crime Statistics, and Crime Log

Each year prior to October 1, The Institute of Beauty and Wellness prepares annual security reports to comply with the Jeanne Cleary Disclosure of Campus Security Policy and Campus Crime Statistics Act. This report must be made available to all current students and staff, as well as, all prospective students and staff.

The report will be e-mailed to current students and employees.

The schools also provide a notice to prospective students and employees that include a statement of the report's availability, the exact electronic address, a description of its contents, and an opportunity to request a copy.

Find the reports online: ***https://ibw.edu/discover/admissions/financial-aid/***

For The Institute of Beauty and Wellness's printed report, please call (414) 227-2889 or email to admissions@ibw.edu

Fire Safety Policies – Milwaukee

Fire alarms located throughout the facilities. If you report a fire, notify staff immediately and 911 will be called.

In all cases when the fire alarm sounds, students and staff must:

- Evacuate the building immediately
- Instruct all guests to evacuate the building
- Assist the guests who need help evacuating
- Request assistance for disabled guests to evacuate
- Walk to the far end of the parking lot to the south of the building
- Re-enter the building only when clearance has been given by the fire department or administration

Emergency evacuation signs are posted outside of all elevator doors. All individuals in the building should use the east or west stairwell in case of an emergency evacuation. The elevator should not be used.

There is a safety gate on east and west side- entrance to the basement to prevent someone during an emergency evacuation to accidently go into the basement instead of outside per City of Building Code.

Fire extinguishers are located on the east and west side of each floor.

In case of a fire, please remove the fire extinguisher and follow the directions attached to it.

Fire Safety Policies – Madison

Fire alarms located throughout the facilities. If you report a fire, notify staff immediately and 911 will be called.

In all cases when the fire alarm sounds, students and staff must:

- Evacuate the building immediately
- Instruct all guests to evacuate the building
- Assist the guests who need help evacuating
- Request assistance for disabled guests to evacuate
- Walk across the parking lot and meet your class.
- Re-enter the building only when clearance has been given by the fire

department or administration

Emergency evacuation signs are posted at the retail desk and in the hallway just around the corner from dispense.

In case of a fire, please remove the fire extinguisher and follow the directions attached to it.

Vaccination Policy

The Institute of Beauty and Wellness does not have a vaccination policy. The Institute of Beauty and Wellness does not require vaccinations for admission into our programs. Anyone interested in getting more information about vaccinations should contact their local public health department or consult with their health care provider.

For additional information on vaccinations, please refer to The National Vaccine Information Center: ***https://www.nvic.org/***

Constitution Day

Constitution Day and Citizenship Day is an American federal observance recognizing the adoption of the United States Constitution and those who have become U.S. citizens by birth or naturalization. It is normally observed on September 17, the day the U.S. Constitutional Convention signed the Constitution in 1787 in Philadelphia.

Under the statutory requirement, any postsecondary institution receiving federal funds must hold an educational program pertaining to the U.S. Constitution on September 17 of each year.

The U.S. Department of Education does not dictate the content of Constitution Day and Citizenship Day programming.

When September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week.

For additional information on Constitution Day, please refer to:
https://constitutionday.com/

Voter Registration

State of Wisconsin voter registration information is available at:
https://elections.wi.gov/forms

Transfer of Credit Policies and Articulation Agreements

Transfer students are welcome to apply, and are required to submit a $100 transfer application fee before evaluation of transfer credit hours.

Applicants for transfer into The Institute of Beauty and Wellness are considered on an individual basis. The Institute of Beauty and Wellness may, at their discretion, refuse transfers if admission requirements, including tuition, cannot be met. The Institute of Beauty and Wellness may accept transfer hours at their discretion. Program testing may be necessary.

The Institute of Beauty and Wellness do not have an articulation agreement with any schools.

Incentive Compensation Policy

The Institute of Beauty and Wellness may not provide any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any individual or entity engaged in recruiting or admission activities or in making decisions about awarding FSA program funds. The incentive compensation prohibition applies to all individuals with responsibility for recruitment or admission of students or making decisions about awarding FSA funds.

Misrepresentation

The Institute of Beauty and Wellness is prohibited under federal regulations from making any false, erroneous, or misleading statement directly or indirectly to a student, prospective student, member of the public, accrediting agency, state agency, or to the Department of Education. Misleading statement includes any statement that has the likelihood or tendency to deceive or confuse. A statement is any communication made in writing, visually, orally, or through other means. This includes student testimonials given under duress or because such testimonial was required to participate in a program. Federal regulations further provide that substantial misrepresentation is any misrepresentation on which the person to whom it was made could reasonably be expected to rely, or has reasonably relied, to that person's detriment. The regulations regarding misrepresentation describe misrepresentation with respect to:

- Nature of the education program
- Nature of financial charges
- Employability of graduates
- Relationship with the Department of Education.

As a Title IV eligible school, The Institute of Beauty and Wellness may not describe its participation in a way that suggests approval or endorsement by the Department of

Education of the quality of its educational programs.

Arbitration and Class Action Waiver Disclosure

The Institute of Beauty and Wellness requires each student to agree to a pre-dispute arbitration agreement and a class action waiver as a condition of enrollment ("Arbitration Agreement"). The Arbitration Agreement does not, in any way, limit, relinquish, or waive a student's ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. The Arbitration Agreement does not require that the student participate in arbitration or any internal dispute resolution process offered by the College prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by the Arbitration Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way. Any questions about the Arbitration Agreement or a dispute relating to a student's Title IV Federal student loans or to the provision of educational services for which the loans were provided should be directed to the Financial Aid Department: 414.319.7581 or ***gregory@ibw.edu***

Private Loan Lenders and Preferred Lender List

A private education loan lender is defined as any company, agency, individual, school, etc., other than the U.S. Department of Education, that makes a loan to a student or parent for educational purposes. All private lenders must disclose to the borrower the loan terms and information required under Section 128(e) of the Truth in Lending Act (15 U.S.C. 1638(e)). Students and parents are not required to obtain a loan. However, if students and parents are interested in obtaining a loan, The Institute of Beauty and Wellness strongly encourages them to apply for loans through the Federal Student Aid program before borrowing from a private lender. A student, if eligible, may borrow Direct Subsidized and Unsubsidized loans from the U.S. Department of Education. A parent, if eligible, may borrow a Direct PLUS loan from the U.S. Department of Education.

Direct loans from the U.S. Department of Education generally have more favorable loan terms than private education loans.

A student who needs additional funding beyond that available from the Federal Student Aid program should contact the Financial Aid Department. The Financial Aid Director will explain to the student how to search for private education loan lenders and, to the extent that the school knows, inform the student as to whether that lender will make a loan to a student attending The Institute of Beauty and Wellness. Although The Institute of Beauty and Wellness do not have a preferred lender arrangement with, and does not endorse, any private education loan lender, the following company has provided

financial assistance to our students over the last three-year period: Sallie Mae Career Training Smart Option Student Loan.

As part of the private education loan process, students and/or parents will complete a Private Education Loan Self Certification form. The form can be obtained from the private education loan lender, or by contacting the Financial Aid Department.

The Institute of Beauty and Wellness does not have a preferred arrangement with any lender, including non-U.S. Department of Education lenders, public or private.

Privacy of Student Records – Family Education Rights and Privacy Act (FERPA)

NOTIFICATION OF RIGHTS UNDER FERPA

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

1. The right to inspect and review the student's education records within 45 days after the day The Institute of Beauty and Wellness receives a request for access. A student should submit to their program department team leader and School Director a written request that identifies the record(s) the student wishes to inspect. A school official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.

2. The right to request the amendment of the student's education records that the student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. A student who wishes to ask the school to amend a record should submit a request in writing to their program department team leader and School Director, clearly identify the part of the record the student wants changed, and specify why it should be changed. If the school decides not to amend the record as requested, the school will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

3. The right to provide written consent before The Institute discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent. The school discloses education

records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by The Institute of Beauty and Wellness in an administrative, supervisory, academic, research, or support staff position; a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of The Institute of Beauty and Wellness who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for The Institute of Beauty and Wellness. Upon request, the school also discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by The Institute of Beauty and Wellness comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of
Education 400 Maryland
Avenue, SW Washington,
DC 20202
(800)-872-5327

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, FERPA requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. A postsecondary institution may disclose PII from the education records without obtaining prior written consent of the student:

To other school officials, including teachers, within The Institute of Beauty and Wellness whom the school has determined to have legitimate educational interests. A "school official" includes Educators, administrators, staff, counselors, attorneys, clerical staff, advisory board members, members of committees and disciplinary boards, and contractors, volunteers or other parties to whom the school has outsourced institutional services or functions. A school official generally has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional

responsibility.

To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer.

To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the
U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's State-supported education programs. Disclosures under this provision may be made in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.

In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.

To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.

To accrediting organizations to carry out their accrediting functions.

To parents of an eligible student if the student is a dependent for IRS tax purposes.

To comply with a judicial order or lawfully issued subpoena.

To appropriate officials in connection with a health or safety emergency.

Information the school has designated as "directory information." "Directory information" is defined as information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include information such as the student's name, address, e-mail address, telephone listing, photograph, date and place of birth, major field of study, participation in officially recognized activities, dates of attendance, diplomas, certificates, and awards received, the most recent previous educational agency or institution attended, grade level or year (such as freshman or junior), and enrollment status (undergraduate or graduate; full-time or part-time). Eligible students have the

right to restrict the disclosure of directory information. Those wishing to do so should inform the School within 14 days of enrollment that he or she does not want any or all of those types of information designated as directory information.

To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding.

To the general public, the final results of a disciplinary proceeding, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school's rules or policies with respect to the allegation made against him or her.

To parents of a student regarding the student's violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use or possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21.

More information about FERPA generally may be found on the U.S. Department of Education's website at: ***https://www.ed.gov/***

Information Security Program

Background
The Gramm-Leach-Bliley Act (GLBA) requires financial institutions to explain their information- sharing practices to their customers and to safeguard sensitive data. The Federal Trade Commission considers most institutions that participate in the Department of Education's student financial assistance programs as "financial institutions" and subject to the GLBA. Under an institution's Program Participation Agreement with the Department of Education and the GLBA, institutions must protect student information, with particular attention to information provided to institutions by the Department of Education or otherwise obtained in support of the administration of the Department of Education's student financial assistance programs.

This Information Security Plan describes The Institute of Beauty and Wellness' safeguards to protect covered data and information.

These safeguards are provided to:

Ensure the security and confidentiality of covered data and information;
Protect against anticipated threats or hazards to the security or integrity of such information; and Protect against unauthorized access to or use of covered data and

information that result in substantial harm or inconvenience to any student, employee or customer.

This Information Security Plan also provides for mechanisms to:

Identify and assess the risks that may threaten covered data and information maintained by The Institute of Beauty and Wellness Develop written policies and procedures to manage and control these risks; Implement and review the Information Security Plan; and Adjust the Information Security Plan to reflect changes in technology, the sensitivity of covered data and information and internal or external threats to information security.

“Covered data” is defined as educational records, and the personal and financial information of students, prospective students, faculty members, staff members, alumni and customers. When in doubt as to whether a piece of data or information is to be safeguarded as covered data and information, Institute employees/contractors will err on the side that it is covered data and information. It includes data maintained at the Institutes as well as centrally stored data, regardless of the media on which they reside. Employees are charged with safeguarding the integrity, accuracy, and confidentiality of covered data and information as part of the condition of employment.

The Institute of Beauty and Wellness recognizes that they have both internal and external risks. These risks include, but are not limited to:

Unauthorized access of covered data and information by someone other than the owner of the covered data and information
Compromised system security as a result of system access by an unauthorized person
Interception of data during transmission
Loss of data integrity
Physical loss of data in a disaster
Errors introduced into the system
Corruption of data or systems
Unauthorized access of covered data and information by employees
Unauthorized requests for covered data and information
Unauthorized access through hardcopy files or reports
Unauthorized transfer of covered data and information through third parties

The Institute of Beauty and Wellness recognizes that this may not be a complete list of the risks associated with the protection of covered data and information. Since technology growth is not static, new risks are created regularly. Accordingly, The Institute of Beauty and Wellness works with information technology vendors to actively monitor for identification of new risks. The Institute of Beauty and Wellness believe its current safeguards are reasonable and, in light of the Institutes’ current risk assessments are sufficient to provide security and confidentiality to covered data and information

maintained by the Institutes. Additionally, these safeguards protect against currently anticipated threats or hazards to the integrity of such information.

As required by the Student Aid Internet Gateway (SAIG) Enrollment Agreements entered into by the Institute of Beauty and Wellness, the Institute must ensure that all Federal Student Aid (FSA) applicant information is protected from access by or disclosure to unauthorized personnel. Under various Federal and state laws and other authorities, including the Higher Education Act of 1965, as amended ("HEA"); the Family Educational Rights and Privacy Act (FERPA); the Privacy Act of 1974, as amended; the GLBA; state data breach and privacy laws; and potentially other laws, the Institutes may be responsible for losses, fines and penalties (including criminal penalties) caused by data breaches.

The HEA also requires the Institutes to maintain appropriate institutional capability for the sound administration of the Title IV programs. Such capability includes satisfactory policies, safeguards, monitoring and management practices related to information security. Further, FERPA generally prohibits institutions from having policies or practices that permit the disclosure of education records or personally identifiable information contained therein without the written consent of the student, unless an exception applies. Any data breach resulting from a failure of an Institute to maintain appropriate and reasonable information security policies and safeguards could also constitute a FERPA violation.

To support the expectation and the SAIG requirements described above, The Institute of Beauty and Wellness is committed to follow industry standards and best practices in managing information and information systems and in securing covered data, including personally identifiable information.

Designated Security Program Officers

Please see Appendix A, attached, for a current list and contact information for the Security Program Officers at each Institute location.

Designated Qualified Individual

The Institute of Beauty and Wellness have designated Chris Kalupa of Stamm Technologies to be responsible for overseeing, implementing, and enforcing the information security program. Chris Kalupa is a qualified individual with 15 years of experience in information technology. The Institute's Financial Aid Director, Gregory Mathews, is responsible for directing and overseeing Chris Kalupa and requiring him to maintain an information security program that complies with the requirements of the Safeguards Rule. Gregory Mathews is a senior member who has been employed by the Institute of Beauty and Wellness for 19 years. All correspondence and inquiries about The Institute of Beauty and Wellness' Information Security Plan should be directed to Chris Kalupa and Gregory Mathews.

Student Privacy Provisions & Access to Cumulative Records

The Institute of Beauty and Wellness respect each student's right to privacy, and acts in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974. FERPA provides students certain rights with respect to the student access to and amendment of educational records and governs when the Institute can disclose educational records without student consent. FERPA also provides students with the right to complain to the U.S. Department of Education if the student believes the institute is not in compliance with the statute and governs when the institute can disclose directory information about students.

FERPA generally requires that the Institutes have the student's written permission to release any information from their records except certain types of "directory information." Certain information, classified as "directory information," is available for public consumption unless the student specifically directs that it be withheld. The student may direct the Institute's Administrative Team not to disclose such information. Public directory information as defined by FERPA includes: student's name, address, telephone number, email address, date and place of birth, program of study, honors and awards, dates of attendance and enrollment status. The Institutes will notify students about directory information and allow them a reasonable amount of time to request that the school not disclose directory information about them.

Students seeking access to their records should submit a written request that identifies the record or records they wish to inspect to their department team leader. The Institute will arrange for access and notify the student of the time and place where the records may be inspected. The Institute may charge a reasonable fee for copies of student records.

In accordance with FERPA, the Institutes will disclose information from the academic records of a student to authorized persons, provided the Institutes have on file written consent of the student. The form is available in the Student Handbook. A student must submit a written consent for each third-party request for information.

Security Provisions

The Institute of Beauty and Wellness' Information Security Plan herein is designed to ensure the security, integrity, and confidentiality of covered data, including but not limited to non-public personally identifiable information, protecting it against anticipated threats, and guarding it against unauthorized access or use. Covered under the Information Security Plan are administrative, technical, and physical safeguards used in the collection, distribution, processing, protection, storage, use, transmission, handling, or disposal of covered data. The Information Security Plan covers actions by both employees of the Institutes and outside service providers.

The Institutes use direct personal control or direct supervision to control access to and handling of all covered data when an office is open. Whether the information is

stored in paper form or any electronically accessible format, covered data is maintained, stored, transmitted and otherwise handled under the direct personal control of an authorized employee of the Institutes.

Covered data is collected, processed, transmitted, distributed and ultimately disposed of with constant attention to its privacy and security. Conversations concerning covered data are held in private. Papers with covered data are mailed via official campus mail, US mail, or private mail carrier. When best practices permit the disposal of non-public information, it is destroyed; paper containing such information is routinely shredded or otherwise destroyed.

Confidential information is kept secure. Offices have locked windows and locked doors with restricted access. Confidential information is kept in file cabinets/boxes in locked storage areas. When offices are open, confidential information is kept out of sight from visitors, and computer screens are not visible to visitors. Employee's computers must not be left unattended and unlocked, especially when logged into sensitive systems or data including student or employee information. Automatic log off, locks and password screen savers are used to enforce this requirement.

Employees may be issued office and/or building keys (in key or keycard form). Employees must refrain from loaning this key to anyone, including other employees, without the knowledge of Human Resources. It is strictly prohibited for an employee to copy a key without permission from an employee's supervisor. Employees must return their key(s) before leaving the institute on the last official work day, or sooner if requested. Key access is limited to authorized Institute employees only. The Institute Director and Security Program Officers further ensure the security of offices and locked storage areas at their respective institute locations after hours.

Credit Card Policy

This Information Security Plan includes the Institutes' credit card security requirements as required by the Payment Card Industry Data Security Standard (PCI DSS) Program. The Institutes are committed to these security policies to protect information utilized by the schools in attaining their business goals. All employees are required to adhere to the policies described within this document.

- It is against Institute policy to store credit card numbers on any document, computer, server, or database. This includes Excel spreadsheets.
- Email is not an approved way to transmit credit card numbers.
- Paper receipts including covered data or credit card numbers must be destroyed so that account information is unreadable and cannot be reconstructed.
- The Institutes will regularly update anti-virus software.
- Employees may not use vendor-supplied defaults for systems passwords and other

security parameters.
• Each computer with any sensitive information or access to the administrative network is password protected.

The PCI requirements apply to all systems that store, process, or transmit cardholder data. Currently, our cardholder environment consists only of standalone terminals. The environment does not include storage of cardholder data on any computer system. Should the Institutes implement additional acceptance channels, begin storing, processing, or transmitting cardholder data in electronic format, or otherwise become ineligible to validate compliance under applicable statutory and/or regulatory requirements, it will be the schools' responsibility to determine the appropriate compliance criteria and implement additional policies and controls as needed.

Employee Management and Training

All Institute employees, including part-time and temporary employees, are given specific training by their supervisors about issues of security of sensitive and confidential material used in their respective offices. Employees are held accountable to know that although they have access to non-public information in order to perform their duties for the Institutes, they are not permitted to access it for unapproved purposes or disclose it to unauthorized persons. The Employee Handbook, which is provided to all employees, states that violation of security policies could result in termination of employment or legal action, or both.

Outside Service Providers

Third-party service providers are required to maintain appropriate safeguards for nonpublic information to which they have access. Contracts with service providers, who within their contracts have access to The Institute of Beauty and Wellness' non-public student, prospective student, employee and/or customer information, shall include the following provisions as appropriate:

• Explicit acknowledgment that the contract allows the contract partner access to confidential information;
• Specific definition of the confidential information being provided;
• Stipulation that the confidential information will be held in strict confidence and accessed only for the explicit business purpose of the contract;
• Guarantee from the contract partner that it will ensure compliance with the protective conditions outlined in the contract;
• Guarantee from the contract partner that it will protect the confidential information it accesses according to commercially acceptable standards and no less rigorously than it protects its own customers' confidential information;
• Provision allowing for the return or destruction of all confidential information

received by the contract partner upon completion of the contract;
• Stipulation that any violation of the contract's protective conditions amounts to a material breach of contract and entitles The Institute of Beauty and Wellness to immediately terminate the contract without penalty;
• Provision allowing auditing of the contract partners' compliance with the contract safeguard requirements;
• Provision ensuring that the contract's protective requirements shall survive any termination agreement.

If an Institute has entered into an arrangement with an outside servicer provider, note that Federal regulation 34 CFR §668.25 includes a provision that the Institute remains liable for any action by its third-party servicers.

Reassessment of Plan

This Information Security Plan is reviewed at least annually and adjusted as needed by the Qualified Individual, Third-Party IT Provider, and Financial Aid Director. The annual review includes identification and assessment of internal and external risks to the security, integrity, and confidentiality of non-public personally identifiable information, including review of outside contractors and their contracts to ensure that proper safeguards are in place.

Information Technology Systems Practices/Policies:

Access to covered data and information via The Institute of Beauty and Wellness' computer information system is limited to those employees who have a business reason to know such information. Each employee is assigned a username and password. Databases containing personal covered data and information, including, but not limited to, accounts, balances, and transactional information, are available only to Institute employees in appropriate departments and positions. The Institute of Beauty and Wellness will take reasonable and appropriate steps consistent with current technological developments to make sure that all covered data and information is secure and to safeguard the integrity of records in storage and transmission. When commercially reasonable, encryption technology will be utilized for both storage and transmission. All covered data and information will be maintained on servers that are either behind The Institute of Beauty and Wellness' firewall or stored in cloud-based data storage solutions with vendors whose data security systems comply with this Policy. All firewall software and hardware maintained by The Institute of Beauty and Wellness will be kept current.

Advantage Management System

Each employee's new hire paperwork will include a Statement of Understanding that an employee agrees to comply with students' private rights as protected by FERPA and GLBA. System privileges are authorized by the Institute's Financial Aid Director, working with the Institute Director and Assistant Directors for each respective

institute. Usernames and passwords must not be shared with anyone. All usernames and passwords are to be treated as sensitive, confidential information. Usernames and passwords must not be posted near a user's computer. Any user suspecting that his/her password may have been compromised must report the incident and change all passwords. Staff granted access to institutional data may do so only to conduct Institute business. In this regard, employees must:

- Respect the confidentiality and privacy of individuals whose records they access
- Observe ethical restrictions that apply to the data to which they have access
- Abide by applicable laws or policies with respect to access, use, or disclosure of information

Employees may not:

- Disclose data to others, except as required by their job responsibilities
- Use data for their own personal gain, nor for the gain or profit of others
- Access data to satisfy their personal curiosity

Employees and students who violate this policy are subject to the investigative and disciplinary procedures of The Institute of Beauty and Wellness. The Institute's Director handles complaints against students. Complaints against staff and administrators are also handled through the Institute's Director.

Access to information technology systems is granted based on the employee's need to use specific data, as defined by job duties, and subject to appropriate approval. As such, this access cannot be shared, transferred or delegated. Failure to protect these resources may result in disciplinary measures being taken against the employee, up to and including termination.

Communication to New Employees

Human Resources is responsible for discussing this policy with each employee at the time of new hire documentation when system privileges are issued. Effective, on-going communication of this security policy along with instruction regarding office procedures is the responsibility of the Institute Director.

Unauthorized Disclosure of Covered Information

Any actual or suspected unauthorized disclosure of covered information must be immediately reported to a Security Program Officer, who in turn shall immediately report such actual or suspected unauthorized disclosure to the Director and Owner of the Institute of Beauty and Wellness.

The Security Program Officer will immediately examine the initial information to confirm a breach has occurred. Once a breach has been validated, the Security

Program Officer will serve as an incident manager to coordinate the incident response. The Security Program Officer will begin breach response documentation and reporting process and coordinate the flow of information and manage public message about the breach.

The Security Program Officer shall also assemble an incident response team. This may include representatives from management, information technology, legal, and finance (and possibly Human Resources, for internal incidents) in the incident response team. The team shall immediately determine the status of the breach (on-going, active, or post breach). If the breach is active or on-going, the team shall take action to prevent further data loss by securing and blocking unauthorized access to systems/data and preserve evidence for investigation. All mitigation efforts shall be documented for later analysis. Staff who are informed of the breach shall be advised to keep breach details in confidence until notified otherwise.

If criminal activity is suspected, the Security Program Officer shall notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. The decision to involve outside entities, including law enforcement, should generally be made in consultation with school administration and legal counsel.

The Security Program Officer, in cooperation with the incident response team, shall decide how to investigate the data breach to ensure that the investigative evidence is appropriately handled and preserved. This investigation shall include:

- Identifying all affected data, machines, systems and devices.
- Conducting interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
- When possible, preserving evidence (backups, images, hardware, etc.) for later forensic examination.
- Locating, obtaining, and preserving (when possible) all written and electronic logs and records applicable to the breach for examination.
- Once investigative activities have been completed, safely storing, recording, and/or destroying (where appropriate) all evidence.
- Considering all alternatives to replacing or clearing compromised resources and machines, including the cost of remediation or rebuilding of the assets to an acceptable security level.

The Executive Director and/or Owner of The Institute of Beauty and Wellness will consult with the Institute's legal counsel to examine any applicable federal, State, and local breach reporting requirements to determine which additional authorities or entities must be notified in order to satisfy compliance requirements. This shall also include a determination of whether notification of affected individuals is appropriate

and, if so, when and how to provide such notification.

The Security Program Officer and incident report team will collect and review any breach response documentation and analyses reports. They shall:

- Assess the data breach to determine the probable cause(s) and minimize the risk of future occurrence.
- Address and/or mitigate the cause(s) of the data breach.
- Solicit feedback from the responders and any affected entities.
- Review breach response activities and feedback from involved parties to determine response effectiveness.
- Make necessary modifications to the school's response strategy to improve the response process.
- Enhance and modify the school's information security and training programs, which includes developing countermeasures to mitigate and remediate pervious breaches; lessons learned must be integrated so that past breaches do not reoccur.

The Institutes' SAIG Agreements include a provision that in the event of an unauthorized disclosure or an actual or suspected breach of applicant information or other sensitive information (such as personally identifiable information) an Institute must immediately notify the U.S. Department of Education Federal Student Aid at **FSASchoolCyberSafety@ed.gov** or through the Cybersecurity Breach Intake Form ***https://fsapartners.ed.gov/title-iv-program-eligibility/cybersecurity/cybersecurity-breach-intake***

The Security Program Officer shall notify the Owner of The Institute of Beauty and Wellness that an unauthorized disclosure or suspected breach of applicant information or other sensitive information has occurred. The Owner, working with the Security Program Officer, shall then submit the required notification to FSA as required under the SAIG Agreement.

Appendix A
The Institute of Beauty and Wellness
Security Program Officers

Qualified Individual
Chris Kalupa
Director of Technical Services
Stamm Technologies
ckalupa@stammtech.com

Oversees Qualified Individual
Gregory Mathews
Financial Aid Director at both institutes
gregory@ibw.edu
414-319-7581

Kari Kennedy
Executive Director
kari@ibw.edu
414-319-7572

Information Security Program
Risk Identification and Assessment –
Updated January 2026
Reviewed January 2026

Student Personally identifiable information (PII)

Information Location

School Management Cloud-Based Software –
Advantage School Point of Sale Cloud-Based Software
– Zenoti
School Customer Management Cloud-Based Software – HubSpot
Student's Physical File
Student's Physical Financial Aid
File Student's Virtual File
Student's Virtual Financial Aid File

Virtual Security
School Management Cloud-Based Software requires employee assigned username and password to be accessed.
School Point of Sale Cloud-Based Software requires employee assigned username and password to be accessed.
School Customer Management Cloud-Based Software requires employee assigned username and password to be accessed
Server and employee computers are updated regularly.
Employee's computers use automatic screen lock after 10 minutes of inactivity.

Physical Security
Student Files are stored in a file box/cabinet in a locked office. Student Financial File are stored in a file box/cabinet in a locked office.

Employee Training
Employees provided Employee Guidelines For Securing Covered Data and Information in April 2022.

Threat Sources
Unauthorized employee access and employee misuse of information and disclosure to unauthorized persons.

Threat Likelihood
Minimal

Recent Actions
Employees signed Statement of Understanding Form indicating their agreement to comply with
students' privacy rights as protected by FERPA and GLBA in April 2022.
Institutes shredded documents in December 2025. Shredding is usually done once a

year.
Third-Party IT Provider confirmed in April 2022 that employee's computers have automatic screen lock after 10 minutes of inactivity.
Third-Party Financial Aid Servicer's applications implemented Multi-Factor Authentication (MFA) in January 2023.
School Management Cloud-Based Software-Advantage implemented Multi-Factor Authentication (MFA) in September 2023.
School Customer Management Cloud-Based Software – HubSpot implemented Multi-Factor Authentication (MFA) in September 2024

Student Financial Records

Information Location
School Management Cloud-Based Software –
Advantage School Point of Sale Cloud-Based Software
– Zenoti
School Customer Management Cloud-Based Software – HubSpot
Student's Physical File
Student's Physical Financial Aid
File Student's Virtual File
Student's Virtual Financial Aid File

Virtual Security
School Management Cloud-Based Software requires employee assigned username and password to be accessed.
School Point of Sale Cloud-Based Software requires employee assigned username and password to be accessed.
School Customer Management Cloud-Based Software requires employee assigned username and password to be accessed
Server and employee computers are updated regularly.
Employee's computers use automatic screen lock after 10 minutes of inactivity.

Physical Security
Student File is stored in a file box/cabinet in a locked office.
Student Financial File is stored in a file box/cabinet in a locked office.

Employee Training
Employees provided Employee Guidelines For Securing Covered Data and Information in April 2022.

Threat Sources
Unauthorized employee access and employee misuse of information and disclosure to unauthorized persons.

Threat Likelihood
Minimal

Recent Actions
Employees signed Statement of Understanding Form indicating their agreement to comply with
students' privacy rights as protected by FERPA and GLBA in April 2022.
Institutes shredded documents in December 2025. Shredding is usually done once a year.
Third-Party IT Provider confirmed in April 2022 that employee's computers have automatic screen lock after 10 minutes of inactivity.
Third-Party Financial Aid Servicer's applications implemented Multi-Factor Authentication (MFA) in January 2023.
School Customer Management Cloud-Based Software – Advantage implemented Multi-Factor Authentication (MFA) in September 2023.
School Customer Management Cloud-Based Software – HubSpot implemented Multi-Factor Authentication (MFA) in September 2024

Client Personally Identifiable Information and Point of Sale

Information Location
School Point of Sale – Zenoti

Virtual Security
School Point of Sale Software requires employee assigned username and password to be accessed.
Employee's computers use automatic screen lock after 10 minutes of inactivity.

Physical Security
Student File is stored in a file box/cabinet in a locked office.
Student Financial File is stored in a file box/cabinet in a locked office.

Employee Training
Employees provided Employee Guidelines For Securing Covered Data and Information in April 2022.

Threat Sources
Unauthorized employee access and employee misuse of information and disclosure to unauthorized persons.

Threat Likelihood
Minimal

Recent Actions
Employees signed Statement of Understanding Form indicating their agreement to comply with
students' privacy rights as protected by FERPA and GLBA in April 2022.
Institutes shredded documents in December 2025. Shredding is usually done once a year.
Third-Party IT Provider confirmed in April 2022 that employee's computers have automatic screen lock after 10 minutes of inactivity.

Server Room/Network

Information Location
Student Federal Financial Aid files on Institute's Server

Virtual Security
Server is behind firewall and is also password protected and monitored by anti-virus software.

Physical Security
Server rooms and telecommunication rooms/ closets are protected by appropriate access control which segregates and restricts access from general institute office areas. Access control is enforced using a key, with only those Third-Party IT Providers or other staff members requiring access necessary to perform their job functions.

Employee Training
Not Applicable

Threat Sources
Malicious Software and unauthorized physical access.

Threat likelihood
Minimal

Recent Actions
Third-Party IT Provider added Endpoint Disaster and Response Software to any server's containing PII. Staff member access to Institute's servicer was audited.

Wireless Routers

Information Location
Not Applicable

Virtual Security
No wireless access point shall be installed on the institute's computer network that does not conform to current network standards as defined by the Institute's Third-Party IT Provider. Any wireless networks with access to servers are password protected. The Institute of Beauty and Wellness shall scan for and remove or disable any rogue wireless devices on a regular basis.

Physical Security
Securely mounted to building's ceiling.

Employee Training
Not Applicable

Threat Sources
Unauthorized third-party access.

Threat likelihood
Minimal

Recent Actions
Third-Party IT Provider updates all access points on a monthly basis

MPLOYEE GUIDELINES FOR SECURING COVERED DATA AND INFORMATION:

"Covered Data" is defined as educational records, and the personal and financial information of students, prospective students, faculty members, staff members, alumni and customers. When in doubt as to whether a piece of data or information is to be safeguarded as covered data and information, Institute employees/contractors will err on the side that it is covered data and information. Covered data and information includes both paper and electronic records. Examples of personal and financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, and social security numbers.

Every Institute employee who has access to covered data and information is responsible for:

1. Maintaining physical security by locking rooms where covered data and information is stored. Ensuring windows are locked and using safes when practicable for especially sensitive covered data and information.
2. Maintaining adequate key control and limiting access to sensitive areas to those individuals with a "need to know" in order to perform their job.
3. Using passwords to access automated systems that process covered data and information. Also requiring the safeguarding of passwords (e.g. do not leave passwords written down in easy view of others in the vicinity of an employees work area).
4. Using firewalls and encrypting covered data and information when appropriate and feasible.
5. Referring calls and mail requesting covered data and information to those individuals who have been trained in safeguarding covered data and information for these types of requests.
6. Shredding and erasing customer information when no longer needed in accordance with Institute policy.
7. Taking reasonable efforts to limit the view of computer screens and other mediums (e.g. paper) displaying covered data and information to only those employees who have a "need to know" in order to perform their job.
8. Erasing covered data and information from computer screens when it is no longer in use. And never leave your desk area with covered data and information still displayed on a computer screen or on some other medium (e.g. paper) on the desk in clear site of a casual passerby.
9. Encouraging employees to report suspicious activity to Security Program Officers, as appropriate.
10. Encouraging password-activated screen savers and using them when an employee is away from his/her desk.
11. Taking reasonable steps to ensure that all future contracts are with service

providers that are capable of maintaining appropriate safeguards for the covered data and information at issue.

Disciplinary measures (including termination) may be taken against any employee who intentionally, or through gross negligence, violates any of the above guidelines.

Copyright Infringement – Policies and Sanctions

Computer Use and File Sharing

Illegal downloading of copyrighted material or unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject students to civil and criminal liabilities.

Almost all of the music, movies, television shows, software, games and images found on the Internet are protected by federal copyright law. The owner of the copyright in these works has the right to control their distribution, modification, reproduction, public display, and public performance. It is therefore generally illegal to use file sharing networks to download and share copyrighted works without the copyright owner's permission unless "fair use" or another exemption under copyright law applies. Whether the use of copyrighted material without permission constitutes "fair use" or one of the other exceptions in the Act depends on a very detailed, case-by-case analysis of various factors. Students should be aware that sharing music, videos, software, and other copyrighted materials is very likely not to be considered a "fair use" and therefore may be a violation of the law.

Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than $750 and not more than $30,000 per work infringed. For "willful" infringement, a court may award up to $150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including

imprisonment of up to five years and fines of up to $250,000 per offense.

For more information, please see the Web site of the U.S. Copyright Office at https://www.copyright.gov/help/faq/

Institutional Policy on Copyright Infringement

Students who engage in unauthorized peer-to-peer file sharing, illegal downloading or unauthorized distribution of copyrighted materials using The Institute of Beauty and Wellness' information technology system can result in termination of network access for the student and/or other appropriate disciplinary action, up to and including termination from the program.

Title IV Loan Code of Conduct

The following Title IV Loan Code of Conduct is developed in adherence with the requirements of the Higher Education Opportunity Act (HEOA) of 2008. HEOA requires all institutions participating in the Title IV Loan Programs to develop, publish, and administer specific bans and prohibitions on certain conducts as it relates to student lending. The following is created to ensure the integrity of the financial aid process and ethical conduct of the Financial Aid Department in regard to student loan practices. Accordingly, the following policies are in effect for all officers, employees, and agents of The Institute of Beauty and Wellness.

1. All revenue-sharing arrangements with any lender are prohibited. The HEOA defines "revenue-sharing arrangement" as any arrangement between an institution and a lender that results in the lender paying a fee or other benefits, including a share of profits, to the school, its officer, employees, or agents, as a result of the school recommending the lender to its students or families of those students.

2. Employees of The Institute of Beauty and Wellness are prohibited from receiving gifts of more than normal value from a lender, guaranty agency, or loan servicer. This prohibition will apply to lenders of both federal and alternative loans. A "gift" is defined by the HEOA as any gratuity, favor, discount, entertainment, hospitality, loan, or other item having monetary value of more than a nominal amount.

3. No officer or employee of The Institute of Beauty and Wellness' Financial Aid Department (or employee or agent who otherwise has responsibilities with respect to student loans) may accept from a lender, or an affiliate of any lender, any fee, payment, or other financial benefit as compensation for any type of consulting arrangement or contract to provide services to or on behalf of a lender relating to education loans.

4. For any first-time borrower The Institute of Beauty and Wellness not assign, through award packaging or other methods, the student's loan to a particular lender. The Institute

of Beauty and Wellness does, however, maintain a list of recommended lenders which are meant to serve as potential options for students. The Institute of Beauty and Wellness supports all students' rights to utilize the lender of their choice and we will not refuse to certify, or delay the certification, of any loan based on a student's selection of a particular lender or guaranty agency.

5. The Institute of Beauty and Wellness will not accept from any lender any offer of funds for private loans, including funds for an opportunity pool loan, to students in exchange for providing concessions or promises to a lender for a specific number of loans, or inclusion on a preferred lender list. An "opportunity pool loan" is defined by the HEOA as private education loan made by a lender to a student (or the student's family) that involves a payment by the institution to the lender by extending credit to the student.

6.The Institute of Beauty and Wellness will not request or accept from any lender any general staffing assistance with either a call center or general office staffing in the Financial Aid Department.

7. An employee of the Financial Aid Department (or employee who otherwise has responsibilities with respect to education loans or financial aid) who serves as an advisory board, commission, or group established by a lender or guarantor is prohibited from receiving anything of value from the lender, guarantor, or group in exchange for servicing in this capacity. Employees or agents may, however, as the single exception this rule, accept reimbursement for reasonable expenses incurred while serving in this capacity.

College Navigator

College Navigator is a free consumer information tool designed to help students, parents, high school counselors, and others get information about postsecondary institutions in the United States.

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

On the website, the following information is available about The Institute of Beauty and Wellness:

General Information
Tuition, Fees, and Estimated Student
Expenses Financial Aid
Net Price
Enrollment
Admissions

Retention and Graduation Rates
Outcome Measures
Programs/Majors
Service Members and Veterans
Varsity Athletic Teams
Accreditation
Campus Security
Cohort Default Rates

The Institute of Beauty and Wellness (Milwaukee)

https://nces.ed.gov/collegenavigator/?q=The+Institute+of+Beauty+and+Wellnes&s=all&id=450650

The Institute of Beauty and Wellness (Madison)

https://nces.ed.gov/collegenavigator/?q=Aveda+Institute+Madison&s=all&id=487506

O*NET OnLine

A web-based application that provides user-friendly access to occupational information contained in the O*NET database. O*NET OnLine offers users the opportunity to:

- find occupations to explore
- search for occupations that use their skills
- look at related occupations;
- view occupational summaries of the worker and requirements of the work;
- view details of occupations, such as skills, knowledge, interests, and activities;
- use crosswalks from other classification systems to find corresponding O*NET occupations
- connect to other on-line career information resources.

https://www.onetonline.org/