

*Milwaukee*



THE INSTITUTE OF  
BEAUTY AND WELLNESS

*Madison*

# **Consumer Information General**

**The Institute of Beauty and Wellness Milwaukee  
The Institute of Beauty and Wellness Madison  
Updated April 2021**

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## **Academic Programs**

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

Cosmetology – 1600 Clock Hours  
Barbering – 1000 Clock Hours  
Esthiology – 600 Clock Hours  
Massage Therapy 750 Clock Hours  
Manicuring – 300 Clock Hours  
Ayurveda Esthetic – 1000 Clock Hours  
Instructor – 150 Clock Hours

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

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

## **2021 Tuition Rates – as of March 2021**

### **Cosmetology**

Kit price (including applicable tax) \$2,300.00  
Tuition \$20,100.00  
Total \$22,400.00

### **Barbering**

Kit price (including applicable tax) \$2,400.00  
Tuition \$12,800.00  
Total \$15,200.00

### **Esthiology**

Kit price (including applicable tax) \$1,800.00  
Tuition \$8,000.00  
Total \$9,800.00

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### **Massage Therapy**

Kit price (including applicable tax) \$1,200.00

Tuition \$11,200.00

Total \$12,400.00

### **Manicuring**

Kit price (including applicable tax) \$1,300.00

Tuition \$2,750.00

Total \$4,050.00

### **Ayurveda Esthetic**

Kit Price (including applicable tax) \$1,500.00

Tuition \$12,500.00

Total \$14,000.00

### **Instructor**

Kit price (including applicable tax) \$500.00

Tuition \$1,400.00

Total \$1,900.00

## **Cost of Attendance**

### **The Institute of Beauty and Wellness Milwaukee**

#### **Room and Board, Transportation, and Personal Cost Estimates for Above Programs for 2020-21**

- \* Room and Board – \$274 a month if living with parents; \$1,198 a month for all others
- \* Transportation – \$271 a month if living with parents; \$228 a month for all others
- \* Personal Cost – \$123 a month if living with parents; \$233 a month for all others

### **The Institute of Beauty and Wellness Madison**

#### **Room and Board, Transportation, and Personal Cost Estimates for Above Programs for 2020-21**

- \* Room and Board – \$274 a month if living with parents; \$1,198 a month for all others
- \* Transportation – \$271 a month if living with parents; \$228 a month for all others
- \* Personal Cost – \$123 a month if living with parents; \$233 a month for all others

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

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## **NACCAS Outcome Rates**

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

Applicable outcome rates for the 2019 Annual Report due November 30, 2020 are as follows:

- a. Graduation Rate 78.82%
- b. Licensure exam pass rate 89.75%
- c. Placement rate of graduates 62.67%

The above outcome rates combine data from a main campus, The Institute of Beauty and Wellness Milwaukee, and its additional location, The Institute of Beauty and Wellness 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 2019 annual report, 100 students were enrolled as of January 1, 2019, with another 123 starting training in 2019. 114 students were scheduled to graduate in 2019, 80 students (70.18%) actually graduated at submission of annual report. There were 0 students who were exempted from the graduation rate calculation because they withdrew within 30 calendar days of starting their program. 68 students sat for all parts of their required state/national licensure exam prior to November 30, 2020. 62 of these students (91.18%) passed all portions of licensing exam. Of the 80 students eligible for employment, 58 students (72.50%) are employed in a field for which training prepared them.

### **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 2019 annual report, 58 students were enrolled as of January 1, 2019 with another 218 students starting training in 2019. 147 students were scheduled to graduate in 2019, 126 students (85.71%) actually graduated at submission of annual report. There was 7 students who were exempted from the graduation rate calculation because he/she withdrew within 15 calendar days of starting their program. 110 students sat for all parts of their required state/national licensure exam prior to November 30, 2020. 93 of these students (84.55%) passed all portions of licensing exam. Of the 125 students eligible for employment, 74 students (59.20%) are employed in a field for which training prepared them.

**Massage Therapy**

The Massage Therapy course is 750 clock hours in length, 22 weeks for a Full-Time student, 38 weeks for an Evening student, and 36 weeks for a Three-Day student. For the 2019 annual report, 31 students were enrolled as of January 1, 2019, with 46 starting training in 2019. 38 students were scheduled to graduate, 31 students (81.58%) graduated. There was one student who was exempted from the graduation rate calculation because he/she withdrew within 15 calendar days of starting their program. 31 students sat for all parts of their required state/national licensure exam prior to November 30, 2020. 31 of these students (100.00%) passed all portions of licensing exam. Of the 31 students eligible for employment, 22 students (70.97%) are employed in a field for which training prepared them.

**Barbering**

The Barbering course is 1000 clock hours in length, 49 weeks for a Part-Time Day student and 50 weeks for an Evening Student. For the 2019 annual report, 12 students were enrolled as of January 1, 2019, with 24 starting training in 2019. 14 students were scheduled to graduate, 9 students (64.29%) graduated. There were two students exempted from the graduation rate calculation because they withdrew within 30 calendar days of starting their program. 4 students sat for all parts of their required state/national licensure exam prior to November 30, 2020. 2 of these students (50.00%) passed all portions of licensing exam. Of the 9 students eligible for employment, 7 students (77.78%) are employed in a field for which training prepared them.

**Manicuring**

The Manicuring course is 300 clock hours in length, 9 weeks for a Full-Time Student, 15 weeks for an Evening student, and 11 weeks for a Part-Time Day student. For the 2019 annual report, 9 students were enrolled as of January 1, 2019, with 34 starting training in 2019. 35 students were scheduled to graduate, 30 students (85.71%) graduated. There were no students exempted from the graduation rate calculation. 24 students sat for all parts of their required state/national licensure exam prior to November 30, 2020. 24 of these students (100.00%) passed all portions of licensing exam. Of the 29 students eligible for employment, 10 students (34.48%) are employed in a field for which training prepared them.

**Ayurveda Esthetic**

The Ayurveda Esthetic course is 1000 clock hours in length, 39 weeks for a Part-Time Day student. For the 2019 annual report, 9 students were enrolled as of January 1, 2019, with 10 starting training in 2019. 10 students were scheduled to graduate, 8 students (80.00%) graduated. There was one student exempt from the graduation rate calculation. 7 students sat for all parts of their required state/national licensure exam prior to November 30, 2020. 7 of these students (100.00%) of these students passed all portions of licensing exam. Of the 8 students eligible for employment, 5 students (62.50%) are employed in a field for which training prepared them.



### **Instructor**

The Instructor course is 150 clock hours in length, 17 weeks for a Part-Time student. For the 2019 annual report, 0 students were enrolled as of January 1, 2019, with 15 starting training in 2019. 15 students were scheduled to graduate, 10 students (66.67%) graduated. There were no students exempted from the graduation rate calculation. There is no required state/national licensure exam for this program. Of the 10 students eligible for employment, 7 students (70.00 %) are employed in a field for which training prepared them.

### **Placement Rates and Methodology**

Placement rates are calculated on students scheduled to graduate in 2019 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, 2020.

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

- a. The graduate is deceased
- b. The graduate had a permanent or indefinite disability
- c. The graduate was deployed for military service/duty
- d. The graduate studied under a student visa and is ineligible for employment in the U.S.
- e. The graduate continued his/her education at an institution under the same ownership

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 Milwaukee, and its additional location, The Institute of Beauty and Wellness Madison

### **Placement Rates as reported in 2019 NACCAS Annual Report in November 2020:**

<b>Cosmetology</b>	<b>72.50%</b>
<b>Esthiology</b>	<b>59.20%</b>
<b>Massage Therapy</b>	<b>70.97%</b>
<b>Barbering</b>	<b>77.78%</b>
<b>Manicuring</b>	<b>34.48%</b>
<b>Ayurveda Esthetic</b>	<b>62.50%</b>
<b>Instructor</b>	<b>70.00%</b>
<b>Overall</b>	<b>62.67%</b>



The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison are 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, 2017 and August 31, 2018. 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 Milwaukee and The Institute of Beauty and Wellness Madison. 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:

<b>Student Category</b>	<b>Number of Students</b>	<b>Number Graduating Within 150%</b>	<b>Graduation Rate</b>
Men	-	-	-
Women	85	70	82%
Nonresident Alien	-	-	-
Hispanic/Latino	9	10	90%





American Indian/Alaska Native	-	-	-
Asian	-	-	-
Black or African American	17	14	82%
Native Hawaiian or Other Pacific Islander	-	-	-
White	56	47	84%
Two or More Races	-	-	-
Race and Ethnicity Unknown	-	-	-
<b>Received Pell Grant</b>			
Received Pell Grant	50	43	86%
Received Subsidized Stafford Loan but No Pell Grant	21	19	90%
Received No Subsidized Stafford Loan or Pell Grant	19	13	68%
<b>OVERALL</b>	90	75	83%

-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	39	33	85%
<b>Nonresident Alien</b>			
Nonresident Alien	-	-	-
Hispanic/Latino	-	-	-
American Indian/Alaska Native	-	-	-
Asian	-	-	-



Black or African American	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-
White	32	28	88%
Two or More Races	-	-	-
Race and Ethnicity Unknown	-	-	-
Received Pell Grant	10	8	80%
Received Subsidized Stafford Loan but No Pell Grant	14	12	86%
Received No Subsidized Stafford Loan or Pell Grant	16	14	88%
<b>OVERALL</b>	40	34	85%

-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 2019	47
Number Still Enrolled or Completed as of Fall 2020	36
<b>Retention Rate</b>	<b>77%</b>

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 2019	16
Number Still Enrolled or Completed as of Fall 2020	14
<b>Retention Rate</b>	<b>88%</b>

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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) 2020-2021 Graduation Rate Survey. The federal retention rate is based on data reported by the school in connection with the NCES, IPEDS 2020-2021 Fall Enrollment Survey.

Each year prior to July 1, The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison 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](mailto:DSPSEAP@wi.gov).

4822 Madison Yards Way

Madison, WI 53705

(608) 266-2112

<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/>

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### **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 is as follows:

A student will receive a full refund of all money collected by the school if the student:

1. Cancels enrollment within three business days of executing the enrollment contract under SPS 406.03
2. Was accepted for enrollment but was unqualified for entrance and the school 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 school or in oral representations made by or on behalf of the school

A student will receive a full refund of all money collected by the school if a course is cancelled prior to a students' enrollment.

A student is also entitled to a pro rata refund of all money collected by the school if the school is permanently closed and no longer is offering instruction after a student has enrolled.

All refunds will be made within 10 business days of cancellation and the school will arrange for a termination of the student's obligation to pay any sum.

A student who withdraws or is terminated after attending at least one class, but before completing 60% of the instruction in the current enrollment period, is entitled to a pro rata refund under SPS 408.05 as follows:

<b>At Least</b>	<b>But Less Than</b>	<b>Refund of Tuition</b>
1 class	10%	90%
10%	20%	80%
20%	30%	70%
30%	40%	60%

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40%	50%	50%
50%	60%	40%
60%		No Refund

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 upon scheduled class clock hours rather than actual class clock hours. 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 is the date that written notification of withdrawal was received or would revert back to 14 calendar days after the student’s last date of attendance.

The school shall acknowledge in writing a student’s withdrawal within 10 business days of the withdrawal determination date. Any refund of money due to the student shall be refunded within 40 business days of the withdrawal determination date. The school does not require students to ask the school to issue a refund of money collected by the school.

All miscellaneous costs which have not yet become due will be void. In case of a leave of absence, the school shall refund any money due the student within 40 business 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 school that the student will not be returning. The school 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 reasons, withdraws or is dismissed by the school and who, within 40 business days of the withdrawal or dismissal, tenders for reimbursement the equipment and supplies in their original condition. The school 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.

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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.

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 Financial Aid and still owe the school for his/her program.

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. Federal Direct Unsubsidized Loans
2. Federal Direct Subsidized Loans
3. Federal Direct PLUS Loans
4. Federal Pell Grants

### **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 or The Institute of Beauty and Wellness Madison, including summer, whether, 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 school's satisfactory academic progress policy is provided to applicants prior to enrollment in the course catalog as well as enrollment contract.

#### ***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 in order to graduate. The objective is to recognize, in an equitable and uniform manner, the performance of individual students. Attendance, level of cooperation, attitude and professionalism, as well as, completing the necessary homework, projects and tests, is an absolute necessity.

Academic progress is measured by the following:

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Chapter Tests	25%
Student Projects	25%
Mock State Board Practical & Written Exam	25%
Technical Evaluations	25%
	<hr/> 100%

If a student is not in attendance or misses an examination not including the mock written or practical, the student will be required to take the exam upon the first day returning back to school at the beginning of class.

### Grading Scale

96-100	Honor Roll
90-95	Very Good
85-89	Good
80 -84	Satisfactory
79-Below	Unsatisfactory

### ***Attendance***

Students must maintain a minimum of **90% attendance record**. The maximum time a student has to complete is 111% of the course length.

Maximum time frames to complete the individual courses are as follows:

Cosmetology Full-Time 52 weeks 1776 scheduled hours  
 Cosmetology 3-Day 60 weeks 1776 scheduled hours  
 Barbering 3-Day 54 weeks 1110 scheduled hours  
 Barbering Evening 56 weeks 1110 hours  
 Esthiology Full-Time 20 weeks 666 scheduled hours  
 Esthiology Evening 33 weeks 666 scheduled hours  
 Massage Therapy Full-Time 24 weeks 833 scheduled hours  
 Massage Therapy Evening 43 weeks 833 scheduled hours  
 Massage Therapy 3-Day 40 weeks 833 scheduled hours  
 Manicuring Evening 17 weeks 333 scheduled hours  
 Manicuring Part-Time Day 13 weeks 333 scheduled hours  
 Ayurveda Esthetic 43 weeks 1110 scheduled hours  
 Instructor Program 22 weeks 166 scheduled hours

Students who have not completed the course within the maximum timeframe may continue as a student at the institution on a cash pay basis or be terminated at the discretion of the Administrative Team.

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### ***Determination of Progress***

To determine Satisfactory Academic Progress, all students' quantitative (attendance) and qualitative (academic performance) elements are evaluated on a cumulative basis at designated evaluation periods throughout their program. All Cosmetology students are evaluated at 450, 900, 1250, and 1600 completed (actual) hours. Esthiology students are evaluated at 300 and 600 completed (actual) hours. Massage Therapy students are evaluated at 375 and 750 completed (actual) hours. Manicuring students are evaluated at 150 and 300 completed (actual) hours. Ayurveda Esthetic students are evaluated at 450, 900, and 1000 completed (actual) hours. Barbering students are evaluated at 450, 900 and 1000 completed (actual) hours. Instructor students are evaluated at 75 and 150 completed (actual) hours. 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 next scheduled evaluation. Students have access to a hard-copy of their Satisfactory Progress Determination at the time of each of the evaluations.

### ***Progress Evaluation***

The school periodically monitors student progress with our Satisfactory Academic Progress Policy.

### ***Warning and Probation Status***

Students who do not achieve satisfactory academic progress are placed on warning status until the next scheduled evaluation and must meet with their Department's Team Leader and/or the Administrative Director of the school. At this meeting, the student and Administrative Team 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 school's financial aid administrator will notify a student on warning how their status impacts their eligibility for Federal Financial Aid. If at the end of the warning, the student has achieved the school's academic work and attendance requirements, and then the student has re-established that he/she meets the school'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 school may allow for the status of probation for a student if: the student prevails upon appeal of a negative progress determination prior to being placed on probation; and the school determines that satisfactory academic progress can be met by the end of the subsequent



evaluation period; or the school develops an academic plan for the student that, if followed, will ensure that the student is able to meet the school's satisfactory academic progress requirements by a specific point within the maximum timeframe established for the individual student.

If at the end of the probation, the student has achieved the school's academic work and attendance requirements, then the student has re-established that he/she meets the school's satisfactory academic progress and is taken 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 school at the discretion of the Administrative Team. Future enrollment consideration will be individually reviewed.

### ***Appeal of Warning and 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 he/she 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 his/her situation that will allow the achievement of satisfactory academic progress at the next evaluation. The appeal of a failed satisfactory academic progress determination is reviewed by the Administrative Director. If the appeal is approved, the student will have prevailed upon appeal resulting in a status of probation. The results of the appeal are documented in the student's file.

### ***Withdrawals – Passing/Failing***

If a student withdraws from a course and was passing, it would be included in their academic grades, and if he/she was also achieving the minimum attendance requirement, the student would be considered to have been making satisfactory academic progress at the time of their last evaluation. The clock hours for the course are counted as both attempted and achieved. Students who withdraw from a course and were failing would have it impact their GPA. The clock hours are counted as both attempted and achieved.

### ***Withdrawals – Reentry***

If a student withdraws and later re-enters school, he/she will re-enter in the same progress status as at the time of withdrawal.

### ***Transfer Students***

Transfer hours from another school that are accepted toward a student's program are counted as both attempted and completed hours for the purpose of determining when the allowable maximum time-frame has been exhausted. Satisfactory Academic Progress evaluations are based on actual contracted hours at The Institute of Beauty and Wellness Milwaukee and The

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### **Course Incompletes, Repetition, & Remedial Courses**

Course incompletes or repetitions have no effect on the satisfactory academic progress policy. This school 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 for. 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 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 leave of absence must be a minimum of 30 calendar days. In order to return from a medical leave, we will need a doctor's written notice of readiness to return back to school and any limitations that might be required. For any other concerns, if a student feels they need to take a leave of absence, 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 be signed, and must be dated. The student must include the reason for the leave of absence. There must be a reasonable expectation that the student will return from the leave of absence. The school may grant a leave of absence to a student who did not provide the request prior to the leave of absence due to unforeseen circumstances. A student granted a Leave of Absence is not considered to have withdrawn, and no refund calculation is required at that time. The Leave of Absence together with any additional leaves of absence must not exceed a total of 180 days (calendar days) in 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, a 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 leave of absence extends the student's contract period and maximum time frame by the same number of days taken in the leave of absence. Changes to the contract period on the enrollment must be initialed by all parties or an addendum must be signed and dated by all parties. The student returning from a leave of absence will return to school under the same progress status as when they left. The institution may not assess the student any additional instructional charges as a result of the leave of absence. If a student's leave of absence extends beyond the maximum time frame (the date of return) for a leave of

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absence, the student will be considered a withdrawal. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance.

## **Facilities**

### **Client Service Areas**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison provide all students the opportunity to perform services on a diverse clientele. We provide a quality salon and spa setting where students can perform hair, skin, nail and body services under supervision of licensed instructors.

### **Aveda Experience Center**

Both schools house a retail center for Aveda hair, skin, flower and plant Pure-Fume™ and body care, makeup and lifestyle products. Product knowledge and retail success are two ways that you can increase your value in the salon industry. The store gives you the opportunity to practice your client services and business skills with guests.

### **Student Classrooms**

Classrooms of all sizes have been designed to provide the proper environment for different types of learning and activities. The classrooms are equipped with the latest technologies in audio-visual equipment including; televisions, DVD players, internet connection and an on-site video drive.

### **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**

At The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison, there are a variety of equipment available for student use including: manicuring stations, hydraulic chairs, massage and esthetic tables and fully equipped skin care stations with dermascopes and steamers at each station.

## **Facilities and Services for Students with Disabilities**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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

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Wellness Milwaukee and The Institute of Beauty and Wellness Madison will make every effort to accommodate students with special needs. All school facilities are handicap accessible.

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee, The Institute of Beauty and Wellness Madison and the State of Wisconsin Department of Safety and Professional Services.

## **Faculty**

### **The Institute of Beauty and Wellness Milwaukee**

#### **Administration**

Kari Kennedy Institute Director

Caitlin Stublaski Assistant Director

#### **Supervisory Administration**

Susan Haise Owner

#### **Admissions**

Deanna Koch Admission Team Lead

Tanner MacArthur Admissions and Financial Aid Coordinator

Gregory Mathews Financial Aid Administrator

#### **Cosmetology / Barbering**

Gaya Glassen Team Lead

Shari Andrews Educator

Amy Lile Educator

Tammy Robinson Educator

Catherine Sendek Educator

Michelle Mikula Educator

Claire Otto Educator

Eric Chapman Educator

Alyse Heston Educator

Amelia Brandolino Educator

#### **Esthiology**

Nicki Purnell Educator

Stacey Edmundson Educator

Kate Magana Educator

Ashley Dunn Educator

Gwen Janda Educator

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Alesha Jackson Educator

**Massage Therapy**

Dr. Teresa Tetting Educator

Jacob Thomas Educator

Lisa Ciriacks Educator

**Manicuring**

Carletta Bass Educator

Kathi Rodgers Educator

**Ayurveda Esthetic**

Rima Shah Team Lead

Kate Magana Educator

**Instructor**

Caitlin Stublanski Educator

Gaya Glassen Educator

Claire Otto Educator

Tammy Robinson Educator

**The Institute of Beauty and Wellness Madison**

**Administration**

Kari Kennedy Institute Director

Ariana Oldenberg Assistant Director

**Supervisory Administration**

Susan Haise Owner

**Admissions**

Deanna Koch Admission Team Lead

Halie Struck Admissions Coordinator

Gregory Mathews Financial Aid Administrator

**Cosmetology/Barbering**

Samantha Hensler Team Lead

Jenna Colvin Educator

Teisha Brown Educator

Heather Peterson Educator

Mallory Rankin Educator

Hallie Struck Educator

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Danielle Tyler Educator  
Jaclyn Wolter Educator

### **Esthiology**

Suzanne O'Connell Educator  
Desiree Rhodes Educator

### **Massage Therapy**

Connie Clemens Educator  
Megan Wellington Educator

### **Ayurveda Esthetics**

Padma Jordan Educator  
Suzanne O'Connell Educator

For the most recent list of educators, or to learn more visit [ibw.edu](http://ibw.edu) or [aimadison.com](http://aimadison.com)

## **Career and Placement Services**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison are primarily institutions of learning and do not guarantee job placement. However, the schools do assist students in finding employment. The qualities that employers look for and those that the school monitors are:

Attitude  
Professionalism  
Grooming  
Grade average  
Overall attendance  
Saturday attendance  
Technical skills  
Retail skills

The school routinely receives inquiries from prospective employers and these are posted on the schools' websites and schools' Facebook page. Additionally, The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison have the ability to assist students in out-of-state placement subject to licensing transfer. The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison hold career fairs several times in a year and invite prospective employers to come in to the school to meet with students.

## **Student Counseling and Assistance**

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The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison encourage 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 help lines:

### **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 Milwaukee: (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:**

National Alcoholism and Substance Abuse Information Center: (800) 784-6776

National Sexual Assault Hotline: (800) 656-4673

National Domestic Violence Hotline: (800) 799-7233

## **Textbook Information**

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

### **Cosmetology**

Pivot Point Cosmetology Salon Fundamentals

### **Barbering**

Milady Barbering Textbook

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Milady Barbering Exam Prep  
Milady Barbering Study Guide

### **Esthiology**

Pivot Point Salon Fundamentals Digital Bundle

### **Massage Therapy**

Essentials of Human Anatomy & Physiology by Elaine Marieb  
Tappan's Handbook of Massage Therapy Techniques by Patricia J. Benjamin  
Deep Tissue Massage: A Visual Guide to Techniques by Art Riggs  
Trail Guide to the Body Textbook by Andrew Biel  
Trail Guide to the Body Student Handbook  
A Massage Therapist's Guide to Pathology– Ruth Werner  
Complete Exam Review Guide for State Boards by Barron Reynolds

### **Manicuring**

Pivot Point Nail

### **Ayurveda Esthetic**

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 Aveda Institute's 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

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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 Milwaukee and The Institute of Beauty and Wellness Madison prepare annual security reports to comply with the Jeanne Clery 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/admissions/financial-aid/>

For a printed report call (414) 319-7576 or (608) 319-7591; or email to [admissions@ibw.edu](mailto:admissions@ibw.edu)

## **Fire Safety Policies**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison do not have on-campus student housing facilities.

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison have 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
- At The Institute of Beauty and Wellness Milwaukee, walk to the far end of the parking lot to the south of the building
- At The Institute of Beauty and Wellness Madison, walk across East Campus Mall and meet your class.
- Re-enter the building only when clearance has been given by the fire department or administration

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At The Institute of Beauty and Wellness Milwaukee, 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.

At The Institute of Beauty and Wellness Milwaukee there is a safety gate on east and west side-entrance to the basement to prevent someone during an emergency evacuation to accidentally go into the basement instead of outside per City of Milwaukee Building Code.

At The Institute of Beauty and Wellness Milwaukee, 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.

At The Institute of Beauty and Wellness Madison, emergency evacuation signs are posted upstairs in the hallway near the breakrooms and downstairs near the esthiology clinic floor.

At The Institute of Beauty and Wellness Madison, fire extinguishers are located on the second floor in the hallway near the breakrooms and on the first floor in the hallway near the esthiology clinic floor.

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 Milwaukee and The Institute of Beauty and Wellness Madison do not have a vaccination policy. The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison do 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/Vaccine-Laws/state-vaccine-requirements/wisconsin.aspx>

## **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.

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The U.S. Department of Education (ED) 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 Milwaukee or The Institute of Beauty and Wellness Madison are considered on an individual basis. The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison may, at their discretion, refuse transfers if admission requirements, including tuition, cannot be met. The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison may accept transfer hours at their discretion. Program testing may be necessary.

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

### **Incentive Compensation Policy**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison are 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

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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 Title IV eligible schools, The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison 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](mailto: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 Milwaukee and The Institute of Beauty and Wellness Madison 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. The Institute of Beauty and Wellness Milwaukee 327 East St. Paul Avenue, Milwaukee, WI 53202  
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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 Administrator 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 Milwaukee or The Institute of Beauty and Wellness Madison. Although The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison do 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 Milwaukee and The Institute of Beauty and Wellness Madison 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
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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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison who performs an institutional service or 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 Milwaukee and The Institute of Beauty and Wellness Madison. 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 Milwaukee or The Institute of Beauty and Wellness Madison to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, 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

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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 Milwaukee and The Institute of Beauty and Wellness Madison 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.

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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

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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 Milwaukee and the Institute of Beauty and Wellness Madison's 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 Milwaukee and The Institute of Beauty and Wellness Madison
- 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 Milwaukee and The Institute of Beauty and Wellness Madison recognize 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

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- 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 Milwaukee and The Institute of Beauty and Wellness Madison recognize 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 Milwaukee and The Institute of Beauty and Wellness Madison work with information technology vendors to actively monitor for identification of new risks. The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison, the Institutes 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 Milwaukee and The Institute of Beauty and Wellness Madison are committed to follow industry standards and best practices in managing information and

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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. The Institute Director is responsible for overseeing Corporate Information Technology at both institutes and coordinating the information security program and testing procedures. All correspondence and inquiries about The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison's Information Security Plan should be directed to the Institute Director and/or one of the designated institute Security Program Officers.

### **Student Privacy Provisions & Access to Cumulative Records**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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.

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### **Security Provisions**

The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison's 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 The Institute of Beauty and Wellness Milwaukee 327 East St. Paul Avenue, Milwaukee, WI 53202 The Institute of Beauty and Wellness Madison 353 East Campus Mall, Madison, WI 53715

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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 Milwaukee and The Institute of Beauty and Wellness Madison's 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

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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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Institute Director, Security Program Officers, and Third-Party IT Provider. 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 Milwaukee and The Institute of Beauty and Wellness Madison's 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 Milwaukee and The Institute of Beauty and Wellness Madison 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,

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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 Milwaukee and The Institute of Beauty and Wellness Madison's 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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Administrator, 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 Milwaukee and The Institute of Beauty and Wellness Madison. 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.

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### **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 Milwaukee and The Institute of Beauty and Wellness Madison.

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



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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 Director and/or Owner of The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 previous 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 CPSSAIG@ed.gov. The Security Program Officer shall notify the Owner of The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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.

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**Appendix A**  
**The Institute of Beauty and Wellness Milwaukee**  
**The Institute of Beauty and Wellness Madison**  
**Security Program Officers**

Kari Kennedy – Director of both institutes

Melanie Strenk – Director of Finance at both institutes

Katrina Teigland – Human Resources General Manager at both institutes

Gregory Mathews – Financial Aid Administrator at both institutes

Caitlin Stublaski Charo – Assistant Director at The Institute of Beauty and Wellness Milwaukee

Ariana Oldenburg – Assistant Director at The Institute of Beauty and Wellness Madison



**Information Security Program**  
**Risk Identification and Assessment – Updated April 2021**

**Student Personally identifiable information (PII)**

**Information Location**

School Management Software – Freedom  
School Point of Sale Software – Zenoti  
Student’s Physical File  
Student’s Physical Financial Aid File

**Virtual Security**

School Management Software requires employee assigned username and password to be accessed.  
School Point of Sale 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 2021.

**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 2021.  
Institutes shredded documents in April 2021. Shredding is done annually in April of every year.  
Third-Party IT Provider confirmed in April 2021 that employee’s computers have automatic screen lock after 10 minutes of inactivity.

**Student Financial Records****Information Location**

School Management Software – Freedom

School Point of Sale Software – Zenoti

Student's Physical File

Student's Physical Financial Aid File

**Virtual Security**

School Management Software requires employee assigned username and password to be accessed.

School Point of Sale 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 2021.

**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 2021.

Institutes shredded documents in April 2021. Shredding is done annually in April of each year.

Third-Party IT Provider confirmed in April 2021 that employee's computers have automatic screen lock after 10 minutes of inactivity.

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## **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 2021.

### **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 2021.

Institutes shredded documents in April 2021. Shredding is done annually in April of each year.

Third-Party IT Provider confirmed in April 2021 that employee's computers have automatic screen lock after 10 minutes of inactivity.

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## **Server Room/Network**

### **Information Location**

School Management Software 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.

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## **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 Milwaukee and The Institute of Beauty and Wellness Madison 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 updated all access points in February 2020.

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## **EMPLOYEE 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



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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

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<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 Milwaukee and The Institute of Beauty and Wellness Madison's 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 Milwaukee and The Institute of Beauty and Wellness Madison.

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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison will not assign, through award packaging or other methods, the student's loan to a particular lender. The Institute of Beauty and Wellness

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The Institute of Beauty and Wellness Madison 353 East Campus Mall, Madison, WI 53715

Milwaukee



THE INSTITUTE OF  
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Madison

Milwaukee and The Institute of Beauty and Wellness Madison does, however, maintain a list of recommended lenders which are meant to serve as potential options for students. The Institute of Beauty and Wellness Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison 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 Milwaukee and The Institute of Beauty and Wellness Madison:

### **General Information**

### **Tuition, Fees, and Estimated Student Expenses**

### **Financial Aid**

### **Net Price**

### **Enrollment**

### **Admissions**

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**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/>***