

**“THIS DOCUMENT CONTAINS THE CURRENT ANNUAL SECURITY REPORT INCLUDING CURRENT CRIME STATISTICS REQUIRED UNDER THE JEANNE CLERY DISCLOSURE OF CAMPUS CRIME STATISTICS ACT (CLERY ACT) AS AMENDED BY THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (VAWA).”**

ICSMM Catalog & Consumer Disclosure Information

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## **GENERAL CONSUMER INFORMATION TO ALL STUDENTS**

Indiana College of Sports & Medical Massage , hereinafter known as “ICSMM,” will provide prospective students or prospective employees, with a copy of our Consumer Information by posting the information on our internet website, <http://indianamassagecollege.com> a paper copy will be provided upon request through our Admissions Office. For general ICSMM information you may contact the Admissions Office, at 317-979-5923 or email at [inspire@IndianaMassageCollege.com](mailto:inspire@IndianaMassageCollege.com)

ICSMM will annually distribute to all enrolled students, a notice of the availability of the Consumer Information. It is known that the student is responsible for understanding all of the content in the Consumer Information document and how it directly relates to federal student aid.

## **CONTACT PERSONNEL TO ASSIST WITH CONSUMER INFORMATION**

Our Financial Aid Director and Admissions Representative is knowledgeable of the information contained within this document and are readily available to assist prospective/enrolled students and/or their parents during normal business hours.

Mon. - Thurs. 8 am - 5pm

Fri. - Sun. 9am - 7 pm

## **FINANCIAL AID**

For financial aid information you may contact Financial Aid Officer, (FAO), at 317-641-8121 for additional questions or [inspire@IndianaMassageCollege.com](mailto:inspire@IndianaMassageCollege.com)

## **GENERAL INFORMATION**

For general SCHOOL information you may contact our Financial Aid Office, at (317) 427-6237 or [JasonR@IndianaMassageCollege.com](mailto:JasonR@IndianaMassageCollege.com).

## **ICSMM FACILITIES**

We are located in beautiful Indianapolis. Our facility contains 2 classrooms, beautiful waiting area for explorers and massage and clinic clients, as well as a break room and laundry room, and faculty offices. The closest cross street to our school is North Meridian St and 106<sup>th</sup> street.

## **MISREPRESENTATION POLICY OF TRUTH AND CANDOR**

ICSMM, its staff and faculty is committed to maintaining the highest standard of integrity in every aspect of its operations and to assuring complete transparency, candor and accuracy in all of its communications with students, accrediting agencies and the public. Further ICSMM is using procedures and practices aimed at eliminating errors while communicating with students and the public.

## **STUDENT RIGHT TO KNOW (PRE-ENROLLMENT INFORMATION)**

The most current pre-enrollment information is given upon enrollment. This will include the graduation, placement, and licensure rates for the most recent award year. This information may also be found on the website [www.IndianaMassageCollege.com](http://www.IndianaMassageCollege.com) under program disclosure.

## **ADMINISTRATION AND FACILITY**

ICSMM’s faculty consists of Owner(s) Jason Craft: Director of Education, Dainah Craft: Chief Executive Officer, Elizabeth Cain: Campus Director, Brittney Tuttle: Classroom Coach, Diane Micich Registrar and Career Services, Jason Reed: Director of Financial Aid and a maximum of one educator per 13 students. List of faculty can be found in our current catalog.

## **LICENSURE/ACCREDITATION/ORGANIZATIONS**

Nationally Accredited by ACCET

Accredited by the Indiana State Workforce Innovation Council

Member of the American Massage Therapy Association  
Approved by US Dept. of Veteran Affairs

Note: All licensing/accrediting/approval can be found posted at ICSMM

### **ENROLLMENT REQUIREMENTS FOR EACH COURSE**

Applications are at the school, or by request at Inspire@IndianaMassage College.com

Application procedures are as follows:

#### **STEP1. SCHEDULE A School Tour:**

Call admissions office (317) 979-5923, to schedule a tour

Complete a FAFSA if you plan on using Financial Aid

**School Code: 042561**

Upon acceptance, Complete and sign ICSMM

Enrollment Agreement

All students admitted are beyond the compulsory age of attendance ICSMM does not admit ability-to-benefit students

You will be presented with either an acceptance or denial letter. ICSMM is not an open enrollment school, and application to the school does not guarantee acceptance into the school. Applicants may be required to meet with ICSMM admissions committee prior to acceptance or denial.

#### **STEP 2. AT REGISTRATION THE FOLLOWING ARE REQUIRED:**

Completed application

Sign an Enrollment Agreement/Contract

Present photo ID

Pay registration fee

Try on Scrubs

Provide copy of official high school or college transcripts OR transcripts of high school equivalency exam

### **ADMISSIONS REQUIREMENTS**

The following documents must be submitted upon registration and prior to the student signing an enrollment contract and being admitted into the SCHOOL:

Personal Identification Copy) A valid driver's license or

A social security card or a valid passport  
Photo I.D.

Valid Proof of High School Graduation

An official High School Transcript or Hi-Sat Certificate (GED) or Official Post-Secondary Transcript Proof of graduation – diploma or official transcripts  
College graduate transcripts from an accredited college or university

Homeschool Certificate, including state issued credential

### **TRANSFER STUDENT POLICY**

Transfer of credit to other educational institutions, as with all schools, colleges and universities, is not determined by

ICSMM. The receiving institution makes all decisions regarding acceptance of credits from previous education based upon time since the course was completed, similarity of the original course material to the course being substituted as well as any criteria the receiving institution independently determines.

Many students with advanced degrees find benefit in previous human science courses but this prior experience is not required and many of those student’s express surprise at how much they had forgotten & re-learned or are learning for the first time.

ICSMM values the contribution that previous human sciences course brings to a classroom as well as recognizes the benefit to the student to be able to delve deeper into their massage & bodywork education by focusing more of their valuable study time on lab topics rather than lecture courses.

Likewise, ICSMM values the consistent quality of the education that we provide and the accomplished students that emerge from this accelerated program. ICSMM cannot be sure of specific quality standards of previous institutions, nor the retention of the individual student, nor the depth of study in specific course topics essential to bodywork but less emphasized in more academic but less functional human sciences courses. For this reason, transfer of credit will be determined at the sole discretion of the Director of Education (DOE).

Those wishing to apply for transfer of credit must have graduated from a nationally or regionally accredited program within the last 5 years as demonstrated with official transcripts and have a minimum cumulative GPA of 3.5. Student must supply catalog from their previous institution of study as well as course syllabi for the courses in question to the DOE. Tuition will be adjusted accordingly, based on the cost per clock hour of the course in questions. Appeals for denials will be heard by the DOE, and outcomes are at the sole discretion of the DOE. ICSMM does not accept transfer of credit for clinic hours, or hands on modality courses.

Transfer students will pay the current rate of tuition for the remaining hours to fulfill graduation requirements. Tuition balances do not transfer from one school to another. Transfer students will be subject to over contract fees if applicable.

Transfer student tuition rates per hour are as follows:

DSMM \$ 12.50

**RE-ENTRY/INTERRUPTIONS**

All students who are approved for re-entry will enter in the same satisfactory academic progress status as at time of withdrawal. Students who drop and re-enroll will be required to pay off any previous balance owed to ICSMM, pay a \$100 registration fee and the current rate of tuition, and sign a new enrollment agreement.

**NON DISCRIMINATION STATEMENT**

ICSMM in its admission, instruction and graduation policies does not discriminate on the basis of age, sex, race, ethnic origin, color, religion, financial status, or on the basis of handicap as required by Section 504, 34 Code of Federal Regulations. ICSMM owner/administration is designated to coordinate ICSMM compliance with the requirements of Section 504, as required by 34 Code of the C.F.R. § 104.7(a).

All service members of the armed services will not be denied admissions, based on reasons related to their service.

**JOB PLACEMENT (GAINFUL EMPLOYMENT)**

ICSMM maintains contacts in the Massage Therapy profession to assist students in job placement. Employers are encouraged to interview students, and every effort is made to secure a job opportunity for each graduate. Students are prepared in the latter part of training to seek employment. Job opportunities are received though <http://IndianaMassageCollege.com> and posted to our job board in the main hallway of the school. While ICSMM cannot

guarantee employment for graduates, assistance in finding suitable employment is provided by posting area job openings on a career opportunities bulletin board for students to review. However, ICSMM does follow-up on graduates to help us prepare new students for future job placement.

## GRADUATION, LICENSURE, AND PLACEMENT RATES

ICSMM Annual Report Rates from 2016

Graduation Rate	MBLEX EXAM	Placement Rate
84.38%	Pending Results	86.96%

### SERVICES TO STUDENTS WITH DISABILITIES

ICSMM will provide reasonable accommodations to any student with a disability. The student should discuss the disability with a Facilitator prior to enrollment. The student should explain in writing what accommodations are required, and the Facilitator and owner will develop and implement a plan to accommodate the student.

### VACCINATION POLICY

ICSMM does not require vaccination records for admittance to ICSMM. Because we respect the rights and decisions of all parties concerning childhood vaccines, we do not require these records for admittance.

### VOTER REGISTRATION

In compliance with the DOE, voter registration applications are supplied at Orientation or Voter Registrations can be downloaded at: (<http://www.in.gov/sos/elections/>)

### SAFETY REQUIREMENTS

Safety suggestions with this profession would include utilizing proper body mechanics, notifying ICSMM staff of any safety concerns or suspicious behavior.

### PHYSICAL DEMANDS PLACED ON THE BODY

Massage therapy is a physically demanding career. They stand while performing most operations. The upper body is utilized 100%. Individuals who have problems with their neck, back arms, hands, wrists, or fingers need to consider their physical limitations before they decide on a career in this field. Almost all massage professionals on the job encounter health and safety hazards. Students will be exposed to oils, lotions, essential oils, and cleaning solutions; hazardous or not, which are found in massage lubricants. Precautions including regular hand washing and sanitation are essential to maintaining the health your clients, and yourselves.

### CERTIFICATION REQUIREMENTS

Students graduating from the Indiana College of Sports & Medical Massage may take the licensing exam to receive a certificate in Indiana after completion of the course enrolled and payment of the required examination fee. All applicants for licensure must be 18 years or older and be a high school graduate or equivalent. Note, the Federation of State Massage Boards will only allow students or graduates of state approved schools starting July 1, 2017. The Indiana College of Sports & Medical Massage is a State approved school, and satisfies the FSMTBs requirements.

### COURSES OFFERED, HOURS TO COMPLETION, FEES FOR TUITION & TEXTBOOK/KITS

#### Schedules

COURSES	HRS	WK	FT/PT	SCHEDULE	HR/WK
Massage Therapist	750	40	FT	Includes class, clinic, and interactive distance learning on a weekly basis.	18.75



## Tuition

COURSE	REGISTRATION FEE	TEXTBOOKS & KITS	TUITION	TOTAL
Massage Therapist	\$ 100.00	\$750	\$9376.75	\$102226.75

### TEXTBOOK AND KIT POLICIES

ICSMM pays wholesale costs for textbooks and materials and then passes those savings along to the student. Books and materials will not be released to the student before payment has been received.

The book and material items are non-refundable. The costs for the textbook and materials includes shipping and handling. The student is responsible for replacing lost, missing, or broken items. In the event a book or material is defective, ICSMM will order a replacement book or material. In order to keep learning materials current, ICSMM, from time to time, may change textbook and material items. The student is responsible for any additional textbook and material costs. The replacement book and material items can be purchased from the Admissions Office.

Basic Clinic Massage Therapy Integrating Anatomy and Treatment	Lippincott Williams & Williams	Book	ISBN# 978-1451185461	\$76.99
NSC First Aid, CPR & AED Textbook	National Safety Council	Book	ISBN-978-0-87912-349-9	\$12.00
Review for Therapeutic Massage and Bodywork Certification	Lippincott Williams & Williams	Book	ISBN-13: 978-1605477121	\$46.72

### TEXTBOOK AND Material DISBURSEMENT POLICY

ICSMM has payment options available for the purchase of textbooks and kit items. For those students using Title IV funds, the charge for textbooks and kit items can be added to the institution charges and funds will be disbursed by the payment period. The textbook and kit costs are payable in the first academic year. Students that use the Title IV option are considered to have authorized the use of Title IV funds to cover the cost of textbooks and kit items and will not have to give a written authorization for this purpose only. **NOTE:** The Student using Title IV funds (financial aid) only receives Title IV funds if the Student is making satisfactory progress or has been placed on financial aid warning. The textbook and kit items are non-refundable.

### ADDITIONAL COSTS

Student books and materials are a required purchase by the students. Students provide their own stationary supplies. Students will be signed up for their online subscription by ICSMM. Students that are delayed in graduation may find it necessary to pay a fee to extend their subscription. In the event a student is dismissed or withdrawals the online subscription is non-refundable.

ICSMM requires that students wear the ICSMM uniform of scrubs. The cost of two sets is included in the first quarter material fees. Additional scrubs are available for purchase.

### CAREER OPPORTUNITIES

There are many opportunities open to certified Massage Therapists. ICSMM prepares all graduates for the licensing

exam and entry-level positions for employment in their specific field. Additional industry experience could lead to employment as trainer, teacher, admissions and spa management.

#### **COMPENSATION EXPECTED**

The U.S. Department of Labor provides current (May 2015) job information at <http://www.bls.gov>. This website includes information by job position to include state & national wages, occupation profiles/descriptions, state & national trends, knowledge, skills, and abilities needed for each position. As reported by the US Dept. of Labor, state & national median wages for massage therapy and related positions are as follows:

#### **BUREAU OF LABOR STATISTICS**

<http://www.bls.gov/ooh/occupation-finder.htm?pay=&education=Postsecondary+non-degree+award&training=None&newjobs=&growth=&submit=GO>

#### **UNITED STATES DEPARTMENT OF LABOR BUREAU OF LABOR STATISTICS OCCUPATIONAL EMPLOYMENT STATISTICS**

#### **OCCUPATIONAL EMPLOYMENT AND WAGES, MAY 2015**

<http://www.bls.gov/oes/current/oes319011.htm>

2

#### **31-9011 MASSAGE THERAPISTS**

<http://www.bls.gov/oes/current/oes319011.htm>

#### **O\*NET RESOURCE CENTER**

The O\*NET program is the nation's primary source of occupational information. Central to the project is the O\*NET database, containing information on hundreds of standardized and occupation-specific descriptors. The database, which is available to the public at no cost, is continually updated by surveying a broad range of workers from each occupation.

#### **O\*NET CODES**

<http://www.onetonline.org/link/summary/39-5092.00> MESSAGE THERAPIST:

#### **IPED STATISTICS**

The College Navigator website (<http://nces.ed.gov/collegenavigator>) provides current and prospective students information about student body diversity, including the percentage of enrolled, full-time students in the following categories:

Male / Female

Self-identified members of a major racial or ethnic group  
Federal Pell Grant recipients

The College Navigator website also gives information concerning student services, students with disabilities, career placement during and after enrollment and transfer of credit from other academies, retention, licensure, graduation and placement rates.

#### **NATIONAL CENTER FOR EDUCATION STATISTICS (CIP CODE 2010) 51.3501**

**INDIANA DEPARTMENT OF LABOR & INDUSTRY**

[http://www.bls.gov/oes/current/oes\\_in.htm#39-0000](http://www.bls.gov/oes/current/oes_in.htm#39-0000)

In the state of Indiana, Massage Therapists can earn minimum wage or greater paid from hourly or from salary and gratuities in an **entry-level position** depending on the work schedule and the area population. A commission scale is commonly used to pay graduates resulting in much higher pay after an introductory period of several months. Retail commission is also common. Some salons / spas now offer benefits resulting in higher earnings.

**STUDENT BODY DIVERSITY**

Full Time active students during academic year 2015-2016 (July 1, 2015-June 30,2016)

	Female	Male
African American	3	1
American Indian or Alaskan Native	0	0
Asian	1	0
Caucasian	38	16
Hispanic	3	1
Native Hawaiian or Other Pacific Islander	0	0
Two or More Races	1	1
Unknown	0	0
Unduplicated Head Count	46	19
Pell Grant Recipients	0	

**COPYRIGHT INFRINGEMENT POLICY**

The Indiana College of Sports & Medical Massage and all its employees are subject to the provisions of the Copyright Act of 1976. Instructors, administrators, and other ICSMM personnel will take an active role in assuring compliance with the United States copyright law and congressional guidelines.

ICSMM does not sanction illegal use or duplication in any form. Unlawful copies of copyrighted materials will not be produced or used on ICSMM-owned equipment, within ICSMM-owned facilities, or at ICSMM-sponsored functions. Employees who knowingly and/or willingly violate ICSMM copyright policies do so at their own risk and will be required to remunerate ICSMM in the event of a loss due to litigation.

All pictures or other materials not produced by ICSMM should be open source or documented as useable, not under copyright protection.

ICSMM respects the copyrights of those involved in creating and distributing copyrighted material, including music, movies, software, and other literary and artistic works. It is the policy of ICSMM to comply with copyright law. If users utilize copyrighted materials for educational, instructional, research, scholarship and like areas, ICSMM will follow the legal doctrine of fair use currently a part of the copyright law. ICSMM students and faculty will not make unauthorized copies of copyrighted material on or using ICSMM computer system, network or storage media. Also, ICSMM faculty and students will not store unauthorized copies of copyrighted works using ICSMM system, network and/or storage media. ICSMM faculty and students should not download, upload, transmit, make available or otherwise distribute copyrighted material without authorization using ICSMM computer system, network, and Internet access or storage media. This is inclusive of utilizing unlicensed/unauthorized peer-to-peer file services that would promote copyright infringement. ICSMM reserves the right to monitor its computer systems, networks and storage media for compliance with this policy, at any time, without notice, and with or without cause. Additionally, ICSMM reserves the right to delete from its computer systems and storage media, or restrict access to, any seemingly unauthorized copies of

copyrighted materials it may find, at any time and without notice. Users who violate this policy are subject to disciplinary action as appropriate under the circumstances. Such disciplinary action may include termination, expulsion and other legal actions. For more information, please see the website of the US Copyright Office, [www.copyright.gov](http://www.copyright.gov/) HYPERLINK "http://www.copyright.gov/".

### **CAMPUS SECURITY ACT INFORMATION DISCLOSURE & ANNUAL SECURITY REPORT**

Under the Crime Awareness Campus Security Act of 1990, as amended by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), we are required to provide all students and faculty with the following safety information about our campus. This Annual Security Report has also been updated to reflect recent changes in crime reporting, policies and procedures required by the Violence Against Women Reauthorization Act of 2013 (VAWA) effective July 1, 2015.

ICSMM is committed to providing safety to all of its students, faculty, and staff. If a crime happens to the student or the student's property or if there is an emergency occurring on campus, report the incident to a facilitator or owner immediately. That individual will assist the student or guest in reporting the crime to the local police or other appropriate security force.

ICSMM will provide students, faculty, and staff with a copy of this crime report from the previous calendar year by October 1st of the following year. Statistics will be gathered from the local police and compiled in the annual report.

The report will show the number of incidents on campus, including ICSMM parking lot and adjacent streets. At any time, statistics can be accessed from ICSMM Admissions Office.

Although ICSMM does not employ security Officers, ICSMM has a working relationship with the local police who are able to support and provide services promptly in the event of an incident. We encourage accurate and prompt reporting of all crimes to the local police.

### **CAMPUS SECURITY AUTHORITIES**

Campus Director, CEO, and Clinic Manager, is responsible the Campus Safety and Security Compliance. 317-376-8649 AND [ElizabethC@IndianaMassageCollege.com](mailto:ElizabethC@IndianaMassageCollege.com)

Office Responsible:	CEO
Area Information is Located:	<a href="http://www.IndianaMassageCollege.com">www.IndianaMassageCollege.com</a> HYPERLINK " <a href="http://www.indianamassagecollege.com/">http://www.indianamassagecollege.com/</a> " / paper copy upon request
Date Document was Last Updated:	10/01/2016
Date Policies and Procedures Updated:	4/20/2017

### **Command Decision Team, (CDT) are responsible CDT Members consisting of:**

ICSMM Owners:  
Dainah & Jason Craft

Clinic Manager  
Tommy Galloway

Financial Aid Director  
Jason Reed

Campus Director  
Elizabeth Cain  
Classroom Coach

**CDT Team Leader:** Jason Craft

**Emergency Phone Numbers:**

Immediate Help (Fire, Police, Rescue Squad)	9-1-1
Administrative Offices	(317) 376-8640
Fire Department	(317) 571-2600
Ambulance Department	(317)-571-2663
Police Department	(317) 571-2500
Sheriff Department	(317) 773-1282
City-County Health Department –	(317)-776-8500

**Mental Health agencies:**

<a href="http://adultandchild.org/">http://adultandchild.org/</a>	(317) 635-3306
<a href="http://indianacouncil.org/">http://indianacouncil.org/</a>	(317) 684-3684
<a href="http://www.liferecoverycenterindiana.com/">http://www.liferecoverycenterindiana.com/</a>	(317) 887-3290
<a href="http://www.hamiltoncenter.org/">http://www.hamiltoncenter.org/</a>	(317) 937-3712
<a href="http://www.fcahelp.com/">http://www.fcahelp.com/</a>	(317) 585-1060
<a href="http://www.indianahealthgroup.com/">http://www.indianahealthgroup.com/</a>	(317) 843-9922
<a href="http://www.calicocounseling.com/">http://www.calicocounseling.com/</a>	(317) 449-0839

**Hospitals:**

<a href="http://www.stvincent.org/St-Vincent-Carmel/">http://www.stvincent.org/St-Vincent-Carmel/</a>	(317) 582-7000
<a href="http://iuhealth.org/north/">http://iuhealth.org/north/</a>	(317) 688-2000
<a href="http://www.ecommunity.com/s/communitynorth/community-hospital-north/">http://www.ecommunity.com/s/communitynorth/community-hospital-north/</a>	317-621-6262
<a href="http://www.ecommunity.com/s/communitynorth/community-hospital-north/">http://www.ecommunity.com/s/communitynorth/community-hospital-north/</a>	(317)-621-6262
<a href="https://www.ides.org/">https://www.ides.org/</a>	(317) 773-4111

**State government offices related to emergency management (hazards):**

FEMA, specifically the regional office	(800)621FEMA (3362)
U.S. Department of Homeland Security (DHS)	(317) 233-4280
American Red Cross of Indiana	(317) 684-1441

Salvation Army	(317) 253-0761
United Way	(317) 815-4600
Homeless Hoosiers	(317) 232-7777
Rescue Mission Women and Family Shelter (Julien Center)	(317) 920-9320
Rescue Mission Men's Shelter (for Mem: Wheeler Mission)	(317) 635-3575

## **UPDATE THE FOLLOWING INFORMATION TO YOUR SCHOOL'S**

### **TIMELY WARNING**

In the event that a situation arises or a crime occurs, either on or off campus, that, in the judgment of the Command Decision Team (CDT), constitutes a threat to students and employees, a campus wide "timely warning" will be issued. The warning will be issued through ICSMM by either, verbal communications, intercom broadcast system, cell phones, emails and text, social media and signage to staff, students and guests. If the situation or crime occurs on campus and represents an immediate threat to the health of safety of students or employees, the institution will follow the Emergency Notification procedures contained in this report in lieu of the Timely Warning procedures. Campus wide timely warnings are provided to give students, faculty, and staff timely notification of crimes and other events that may represent a serious or ongoing threat to the campus community and to heighten safety awareness. A timely warning will be prepared when a crime is reported to or brought to the attention of the ICSMM senior administration team. Senior administration is defined as any person who has the authority and duty to take action or respond to particular issues on behalf of the institution. Information for alerts may also come from other law enforcement agencies or other officers.

### **Timely Warning Procedure and Emergency Notification**

Information about criminal incidents is reviewed on a case-by-case basis to determine whether those incidents represent a serious or continuing threat to the campus community. Incidents will be reviewed based on the nature of the crime, the facts of the case and the information known to senior administration. We will issue "timely warnings" for the following:

- Criminal homicide
- Murder and non-negligent manslaughter
- Negligent manslaughter
- Sex offenses
- Rape
- Fondling
- Incest
- Statutory rape
- Robbery
- Aggravated assault
- Burglary
- Motor vehicle theft
- Arson
- Arrests and referrals for disciplinary actions, including:
- Arrests for liquor law violations, drug law violations, and illegal weapons possession
- Persons not included in 34 CFR 668.46(c)(1)(ii)(A) who were referred to campus
- disciplinary action for liquor law violations, drug law violations, and illegal

- weapons possession
- Hate crimes, including:
- The number of each type of crime in 34 CFR 668.46(c)(1)(i) that are determined
- to be hate crimes
- The number of the following crimes that are determined to be hate crimes:
- Larceny-theft
- Simple assault
- Intimidation
- Destruction/damage/vandalism of property
- Dating violence, domestic violence, and stalking as defined in 34 CFR 668.46(a)

This communication is prepared as part of the timely warning requirement of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. ICSMM will issue a timely warning when a report is received of a violent crime against a person or a particularly threatening crime against property on campus that represents an ongoing danger to the safety of students, faculty and staff. Timely Warnings are sequentially numbered, beginning January 1 of each year, and provide details of the crime, a description of the suspect if known, information on whom to contact about the investigation. We will issue a timely warning of off-campus crimes which are reported to senior administration by local police that may present a serious or continuing threat to the campus community. This will be determined by senior administration on a case-by-case basis based on the facts of the situation, the possible impact to the campus community, and the information provided by the local police.

Information included in Timely Warnings:

1. A succinct statement of the incident.
2. Possible connection to previous incidents, if applicable.
3. Physical description of the suspect, if available.
4. Photo or composite drawing of the suspect, if available.
5. Date and time the bulletin was released.
6. Other relevant and important information.

The warning will be issued through email, memos, texts, or announcements to students, faculty and staff member of the administrative personnel listed above.

### **Who to Contact**

Anyone with information warranting a timely warning should report circumstances to any of the following senior administrators:

Jason Craft (Director of Education)

[JasonC@IndianaMassageCollege.com](mailto:JasonC@IndianaMassageCollege.com)

Dainah Craft (Chief Executive Officer)

[DainahC@IndianaMassageCollege.com](mailto:DainahC@IndianaMassageCollege.com)

Brittney Tuttle (Classroom Coach)

[BrittneyT@IndianaMassageCollege.com](mailto:BrittneyT@IndianaMassageCollege.com)

Elizabeth Cain

[ElizabethC@IndianaMassageCollege.com](mailto:ElizabethC@IndianaMassageCollege.com)

Tommy Galloway

[TommyG@IndianaMassagecollege.com](mailto:TommyG@IndianaMassagecollege.com)

Jason Reed

[JasonR@IndianaMassageCollege.com](mailto:JasonR@IndianaMassageCollege.com)

### **Emergency Response and Evacuation Procedure**

In the event that a significant emergency or dangerous situation were to be confirmed on campus involving an immediate threat to the health or safety of students or employees, ICSMM will use the following procedures to immediately notify campus community upon confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus: An emergency or dangerous situation will be confirmed by senior administration of ICSMM prior to notifying students and staff.

- 1) Confirmation of such an event will be made after investigation of the situation and determination that an immediate threat is posed.
- 2) In the situation that such an event arises, senior administration of ICSMM will initiate the notification of staff and students through verbal announcements.
- 3) The content of the notification will depend on the emergency taking place.
- 4) If the owners are unable to be contacted, all staff members will have the authority to carry out a notification to staff and students.
- 5) ICSMM will, without delay, and taking into account the safety of the students and staff, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the professional judgment of responsible authorities, compromise efforts to assist a victim or to contain, respond to or otherwise mitigate the emergency.
- 6) Evacuation of the ICSMM will take place if deemed necessary and beneficial by the senior administration.
- 7) Staff members will be notified of the decision to evacuate and will be responsible for assisting in the evacuation of all students, clients and other staff members. Any of the senior administration listed above are responsible for confirming an emergency and initiating the notification system. To disseminate information to the larger community emergency, senior administration will notify local police and the local emergency service and disaster agency.

**Anyone with information warranting a timely warning should report the circumstances to the CDT, by phone (317) 376-8640 or in person at ICSMM of 10585 North Meridian St Suite 102 Indianapolis IN 46290.**

### **DRUG FREE CAMPUS**

The Drug Prevention Policy and its effectiveness are reviewed yearly by ICSMM. If changes are necessary, faculty will be notified at the next faculty meeting. The new policy will be presented in written form to all students and will be implemented from that point forward.

ICSMM prohibits the unlawful possession, use or distribution of illicit drugs and alcohol by faculty and students on the



property or as part of any ICSMM activities.

In some cases, conviction of drug-related offenses could result in the student's ineligibility of Title IV funding or other forms of financial assistance.

ICSMM will expel students and terminate faculty involved in unlawful possession, use or distribution of illicit drugs and alcohol on ICSMM premises and will refer such cases to the proper authorities for prosecution. Faculty and students may be reinstated upon completion of an appropriate rehabilitation program.

If an arrest for drug or alcohol related incidences occurs off site, the student/faculty is required to inform ICSMM so ICSMM can assist with providing resources to aid the student/faculty member.

As a condition of employment, faculty must notify ICSMM of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. ICSMM policy supports and enforces state underage drinking and illicit drug laws. The Biennial Review method of distribution for newly enrolling students is during the orientation process. The Biennial Review method of distribution for all current students is handing out a copy in the class. To ensure all students will receive a copy, students who are absent on the day of distribution will be handed a copy by their facilitator upon the student's return. The facilitator will take an attendance role call during class to determine missing students. The Biennial Review distribution for faculty is annually during a faculty meeting. Absent CDT Members will be given a copy upon their return. If new faculty joins after the annual distribution, all drug related material will be given as part of the new hire program.

### **DRUG AND ALCOHOL ABUSE PREVENTION**

ICSMM will immediately contact law enforcement officials to report all unlawful activity.

The health risks of illicit drugs and alcohol abuse requires ICSMM to provide education and referrals for faculty and students. ICSMM provides education and distribution of materials annually and refers faculty and students to local services.

Health risks associated with the use of illicit drugs and the abuse of alcohol include: Impaired mental and physical health, neurological disease/damage, memory and intellectual performance interference, mental and physical depression, uncontrollable violence, impulsive behavior, convulsive seizures, homicide, suicide, cardiac disease or damage, cardiovascular collapse or heart failure, gastrointestinal disease or damage, ulcers or erosive gastritis, anemia, liver and pancreatic disease, liver failure or pancreatitis, deteriorating relationships, and death.

### **FEDERAL DRUG TRAFFICKING PENALTIES**

The full Drug and Alcohol Policy / Abuse / Prevention information can be found in this document. The Federal Drug Trafficking Penalties are as follows:

Criminal homicide, forcible and non-forcible sex offenses, robbery, aggravated assault, simple assault, intimidation, vandalism, burglary, motor vehicle theft, larceny-theft, destruction, damage, or vandalism to property, arson, hate crimes including crimes involving bodily injury reported to Carmel Police Department agencies that show evidence of prejudice based on race, gender, religion, sexual orientation, ethnicity or disability, arrests for violations of liquor and drug law violations, and illegal weapons possession, and persons not arrested but referred for disciplinary action for liquor, drug, and weapons law violations.

### **DRUG POSSESSION PENALTIES IN INDIANA**

The Indiana state laws relating to the unlawful manufacture, distribution, possession, or use of a controlled substance are found respectively in CITE YOUR STATES LAW CODE NUMBERS. IN CODE § 35-24.1-3-1

IN CODE § 35-24.1-3-1.5

IN CODE § 35-24.1-3-2

IN CODE § 35-24.1-3-3

IN CODE § 35-24.1-3-4

IN CODE § 35-24.1-3-5

IN CODE § 35-24.1-3-6

IN CODE § 35-24.1-3-7

IN CODE § 35-24.1-3-8 - See more at: <http://codes.findlaw.com/in/title-35-criminal-law-and-procedure/#!tid=N92849ED080C111DB8132CD13D2280436>

For the convenience of ICSMM staff and students, Indiana Alcohol laws are listed below...

## **Violations/Penalties:**

### ***Class C Infraction (up to \$500 fine and loss of minor's driver's license):***

- misrepresentation of age for the purpose of purchasing alcoholic beverages
- a person under age 21 with a BAC of 0.02 to 0.07 who operates a vehicle (In addition, the license may be suspended for up to one year.)

### ***Class C Misdemeanors (imprisonment for up to 60 days and fine of up to \$500):***

- illegal possession of alcohol by a person younger than 21 years of age who knowingly: 1) possesses an alcoholic beverage; 2) consumes it; or 3) transports it on a public highway when not accompanied by a parent or legal guardian
- to sell, barter, exchange, provide, or furnish an alcoholic beverage to a minor
- a person younger than 21 years of age present in a tavern, bar, or other public place where alcoholic beverages are available (in addition, minor's license may be revoked for up to one year.)
- use of falsified documents, such as fake ID

### ***Class B Misdemeanors (imprisonment up to 180 days and fine up to \$1000):***

- being in a public place or a place of public resort in a state of intoxication caused by the person's use of alcohol or a controlled substance
- knowingly, recklessly or intentionally furnishing alcohol to a minor (for the first offense)
- renting, providing, or arranging a place for minors to consume alcohol (also known as the "Social Host Law")

## **Note: Indiana Lifeline Law:**

The Indiana Lifeline Law provides that a person is immune from arrest or prosecution for certain alcohol offenses if the arrest or prosecution is due to the person: (1) reporting a medical emergency; (2) being the victim of a sex offense; or (3) witnessing and reporting what the person believes to be a crime. It also establishes a mitigating circumstance for the sentencing of a person convicted of a controlled substance offense if the person's arrest or prosecution was facilitated in part because the person requested emergency medical assistance for an individual in need of medical assistance due to the use of alcohol or a controlled substance. The Indiana Lifeline Law allows a court to defer entering a judgment of conviction for an individual arrested for an alcohol offense if the individual was arrested after a report that the person needed medical assistance due to the use of alcohol if certain conditions are met.

## **Note: Alcohol-impaired or other drug-impaired driving:**

It is illegal to operate a motor vehicle while impaired—even at blood alcohol levels below 0.08%! You can be arrested with a BAC as low as 0.05. Indiana law states that anyone operating a motor vehicle within the state gives "implied consent" to submit to a chemical test of intoxication (breath, blood, or urine).

Failure to submit to the test may be used as evidence in court and will result in an automatic license suspension and may result in a longer driver's license suspension than if the test were administered and failed. Criminal sanctions for alcohol and other drug-impaired driving include fines and imprisonment, license suspensions, and can include mandatory education or treatment.

## **Note: Caution on using fake IDs:**

Under certain circumstances, local prosecutors have used the criminal code rather than the alcoholic beverage code to prosecute users of fake IDs. Misdemeanor charges of "deception" and felony charges of forgery have been filed. Under federal law, possession or use of fake or altered driver's licenses, or state or federal ID cards can be punishable by a fine of up to \$25,000 and/or a five-year jail term.

ICSMM does not provide any programs on campus regarding sexual assault prevention. If students or faculty wishes to learn more about the prevention of sexual assault, contact the Carmel Police Department.

Individuals wishing to learn additional information about registered sex offenders may check website information for the Indiana at <http://www.icrimewatch.net/indiana.php>.

### **INFORMATION FOR CRIME VICTIMS ABOUT DISCIPLINARY PROCEEDINGS**

Information will be disclosed upon written request, to any alleged victim of any crime of violence or non- forcible sex offense, regarding the results of any disciplinary proceedings conducted by ICSMM against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of the crime or offense, the information shall be provided upon request, to the next of kin of the alleged victim.

### **EMERGENCY NOTIFICATION**

An emergency notification is an immediate notification of an unforeseen combination of circumstances that calls for immediate action. The faculty has received training on how to handle a pending emergency and trained in the following Emergency Code.

#### **CODES FOR AN EMERGENCY SITUATION**

**Code Lock Down:** A lock down situation has occurred. Faculty, students and guests are to remain calm and do not leave ICSMM.

**Code Evacuate Front:** Indicates a need to evacuate ICSMM immediately and exit through a front entrance only.

**Code Dangerous:** Indicates a dangerous situation has occurred outside ICSMM and no one is allowed to leave ICSMM.

**Code Hostage:** A hostage, criminal or terrorist threat / situation

### **EMERGENCY RESPONSE PROCEDURES**

At the time of an urgent unanticipated event, CDT Members will assess the situation to determine the significance of an emergency. Without delay, the CDT will take into account the safety of its faculty, students, guests and community neighbors. The CDT will identify / determine the extent of the emergency and enact appropriate means of notifications. The CDT will respond by assisting any victims(s), respond to/or contain the emergency at hand and diffuse the dangerous situation if possible. The CDT will determine the extent of information that needs to be released and will disseminate to faculty, students, and guests / public as appropriate. In the event of a dangerous situation and without delay, the CDT will assess the situation and will contact authorities or determine the course of action in order to protect the entire ICSMM population. CDT will determine means of notification through but not limited to verbal communications, intercom broadcast system, cell phones, emails and text, social media and signage to deliver emergency messages. If necessary, a member of the CDT will notify the radio and local television stations. The verbal/written communication will include the type or types of emergency and steps for the emergency situation.

ICSMM will provide the Fire Department and the Police Department with a floor plan of the building. The administration will also notify these agencies of any new construction, long-term functions or any other events which may affect routing or access to the campus. In addition to floor plans, the Police Department, Fire Department, and other local emergency officials are encouraged to tour and walk through the campus regularly.

At least annually during student training, the faculty will conduct an announced or unannounced test. The test(s) are documented by dates, times, and whether the exercise was announced or unannounced. The results are publicized in the Emergency & Safety Book. The testing reminds faculty and students of procedures necessary for the security, safety and crime prevention on and offcampuses.

Annually Carmel Police Department will speak on practicing safety for faculty and student's members. Faculty and students complete a tour of ICSMM, locating fire extinguishers and exits. They are informed of what to do in case of an emergency.

Roll call will be taken as soon as reasonably possible to ensure all faculty and students has been accounted for at the

time of the emergency.

### STATISTICS FROM LOCAL LAW ENFORCEMENT AGENCIES

ICSMM does not employ security officers, but does have a direct working relationship with the Carmel Police Department. Carmel Police Department provides prompt service and are able to support ICSMM with any crime issues. We encourage accurate and prompt reporting of all crimes to the Carmel Police Department.

If for inclusion in the annual disclosure of crime statics a student would like to report a crime on a voluntary, confidential basis they can do so through the CDT.

Annually, ICSMM collects and reviews crime statistics from:

- ICSMM Crime Log
- Police Department
- State Police

### UNIFORM CRIME REPORTS

The Uniform Crime Reporting (UCR) Program has been the starting place for law enforcement executives, students of criminal justice, researchers, members of the media, and the public at large seeking information on crime in the nation. The program was conceived in 1929 by the International Association of Chiefs of Police to meet the need for reliable uniform crime statistics for the nation. In 1930, the FBI was tasked with collecting, publishing, and archiving those statistics.

FBI- Federal Bureau of Investigation <http://www.fbi.gov>  
Indiana College of Sports & Medical Massage  
184 West Carmel Drive  
Carmel IN 46032.

### THE DAILY CRIME LOG

ICSMM updates and keeps the Daily Crime Log in the Emergency Procedures and Evacuation Binder. The binder is kept CEO's office all CDT members and the public to access. The CDT team maintains the log.

The report at a minimum denotes the nature of the crime, date and time when the crime occurred, the general location of the crime and the disposition of the complaint, if known.

Disposition is defined as, "pending", "judicial", "referral "or "criminalarrest". Sample:

DAILY CRIME LOG					
Nature	Reported by:	Date/Time Reported	Time/ Time Occurred	General Location	Disposition

### EMERGENCY RESPONSE AND EVACUATION PROCEDURES

#### Prior to Preparing For an Emergency

Emergency Kit:

ICSMM does not supply the complete "BASIC EMERGENCY KIT" as listed below:

While we have most of the items, we do not store food or water.

Make a communication plan:

ICSMM communicates through verbal communications; intercom broadcast system, cell phones, emails and text, social media, and signage to deliver emergency messages. If necessary a member of the CDT will notify the radio and local television stations to confirm significant emergency or dangerous situations involving immediate threats, to the health or safety of faculty and students occurring on the campus.

## Basic Emergency Kit

**A basic emergency supply kit could include the following recommended items:**

[Water](#), one gallon of water per person per day for at least three days, for drinking and sanitation [Food](#), at least a three-day supply of non-perishable food  
Battery-powered or hand crank radio and a NOAA Weather Radio with tone alert and extra batteries for both  
Flashlight and extra batteries  
First aid kit  
Whistle to signal for help  
Dust mask to help filter contaminated air. Plastic sheeting and duct tape to create a shelter  
Moist towelettes, garbage bags and plastic ties for personal sanitation  
Wrench or pliers to  
[turn off utilities](#)  
Local maps  
Cell phone with chargers, inverter or solar charger

## Evacuation Guidelines

There may be conditions under which you will decide to get away or there may be situations when you are ordered to leave.

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## Follow these guidelines for evacuation

- If you have a car, keep a full tank of gas in it if an evacuation seems likely.
- Keep a half tank of gas in it at all times in case of an unexpected need to evacuate. Gas stations may be closed during emergencies and unable to pump gas during power outages.
- Become familiar with alternate routes and other means of transportation out of your area.
- Leave early enough to avoid being trapped by severe weather.
- Follow recommended evacuation routes. Do not take shortcuts; they may be blocked.
- Be alert for road hazards such as washed-out roads or bridges and downed power lines.
- Do not drive into flooded areas.
- If you do not have a car, plan how you will leave if you have to. Make arrangements with family, friends or your local government.

## If Time Allows

- Call or email your family.
- Secure ICSMM by closing and locking doors.
- Unplug electrical equipment such as radios, televisions and small appliances. Leave freezers and refrigerators plugged in unless there is a risk of flooding. If there is damage to ICSMM and you are instructed to do so, shut off water, gas and electricity before leaving.
- Leave a note telling others when you left and where you are going.
- Wear sturdy shoes and clothing that provides some protection such as long pants, long-sleeved shirts and a cap.

## In Case Of Serious Accident or Illness

Call 9-1-1

Do not move sick or injured person(s).

Be careful to avoid personal contact with any body fluids such as blood, vomit, or saliva. Stay with the victim and reassure her/him that help is on the way.

## Power Failure

Remain calm Do not move

Await instructions from CDT

If instructed to evacuate, use designated emergency exits ONLY.

## CRIME STATISTICS

**Campus Security Act Information Disclosure** - Under the Crime Awareness Campus Security Act of 1990, as amended by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), we are required to provide the student with the following safety information about our campus. This Annual Security Report has also

Against Women Reauthorization Act of 2013 (VAWA). ICSMM is committed to providing a violence-free campus.

**Student disclosure of Annual Crime Statistics** - ICSMM agrees to comply and provide all faculty and students a copy of the campus security report at the beginning of each calendar year and to all prospective students' enrolling at ICSMM. The report will include the previous calendar year statistics to comply with the consumer reporting requirement of the most recent 3 completed calendar years.

Statistics will be gathered from the Carmel Police Department/daily crime logs and compiled in the disclosure.

These same statistics will be entered into our annual security report and entered on the Web-based data collection prior to October 1<sup>st</sup> of each year.

**CRIME LOG REPORT AND CLERY ACT ANNUAL SECURITY REPORT STATISTICS**

Crime Categories	Calendar Year Statistics		
	2013	2014	2015
<b>PRIMARY CRIMES</b>			
<b>Criminal Homicide:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Murder &amp; Non-negligent manslaughter</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Negligent manslaughter</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sex Offenses:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Rape</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Fondling</b>			
<b>Incest</b>			
<b>Statutory Rape</b>			
<b>Robbery</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Aggravated Assault</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Simple Assault</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Intimidation</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Burglary</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Motor Vehicle Theft</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Larceny-Theft</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Destruction, damage or vandalism to property</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Any other crime involving bodily injury</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Arson</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>HATE CRIMES</b>			

<b>Hate Crimes Related to Any Of the Above Crimes Based On:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Race</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Gender</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Religion</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sexual Orientation</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Ethnicity</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Disability</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ARRESTS AND REFERRALS</b>			
<b>Liquor/Drug/Illegal Weapons Violations:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Arrests for liquor violations, drug law violations, and illegal weapons possession</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Persons not included above who were referred for campus disciplinary action for liquor law violations, drug law violations, and illegal weapons possessions</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>VAWA CRIMES</b>			

<b>Domestic Violence</b>	<b>NA</b>	<b>0*</b>	<b>0*</b>
<b>Dating Violence</b>	<b>NA</b>	<b>0*</b>	<b>0*</b>
<b>Stalking</b>	<b>NA</b>	<b>0*</b>	<b>0*</b>

\* ICSMM had a good faith obligation to comply with changes made by VAWA prior to issuance of the final rule.

**CRIME DEFINITIONS**

The definitions listed below are used by ICSMM to classify the criminal offenses listed in the above reported statistics:

**Advisor:** Any individual who provides the accuser or accused support, guidance, or advice

**Aggravated Assault/Battery:** An unlawful attack by one person upon another for the purpose of inflicting severe or substantial bodily injury. This type of assault may be accompanied by the use of a weapon or other means likely to produce death or great bodily harm. (It is not necessary that injury result from an aggravated assault when a gun, knife, or other weapon is used which could and probably would result in serious personal injury if the crime were successfully completed).

**Arson:** Any willful or malicious burning or attempting to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle, aircraft, personal property of another, etc.

**Awareness programs:** Community-wide or audience specific programming, initiatives, and strategies that increase audience knowledge and share information and resources to prevent violence, promote safety, and reduce perpetration

**Burglary:** The unlawful entry of a structure to commit a felony or theft. For reporting purposes, this definition includes: unlawful entry with intent to commit a larceny or felony; breaking and entering with intent to commit a larceny; housebreaking; safecracking; and all attempts to commit any of the aforementioned.

**Bystander intervention:** Safe and positive options that may be carried out by an individual or individuals to prevent harm or intervene when there is a risk of dating violence, domestic violence, sexual assault, or stalking Bystander intervention includes:

- Recognizing situations of potential harm
- Understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking actions to intervene

**Criminal Homicide--** Murder and non-negligent manslaughter: The willful (non-negligent) killing of one human being by another. Negligent manslaughter: The killing of another person through gross negligence. **Dating Violence:**

Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—

- Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. (B) Dating violence does not include acts covered under the definition of domestic violence. Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

**Destruction, Damage Or Vandalism To Property:** To willfully or maliciously destroy, injure, disfigure, or deface any public or private property, real or personal, without the consent of the owner or person having custody or control by cutting, tearing, breaking, marking, painting, drawing, covering with filth, or any other such means as may be specified by local law.

**Domestic Violence:** A felony or misdemeanor crime of violence committed (A) by a current or former spouse or intimate partner of the victim; (B) by a person with whom the victim shares a child in common, (C) by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner, (D) by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred, or (E) by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

**Drug Law Violation:** The violation of laws prohibiting the production, distribution, and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use. The unlawful cultivation, manufacture, distribution, sale, purchase, use, possession, transportation, or importation of any controlled drug or narcotic substance. Arrests for violation of state and local laws relating to unlawfully possessing, selling, using, growing, manufacturing and making narcotic drugs.

**Embezzlement,** confidence games, forgery, worthless checks, etc., are excluded.

**Hate Crimes:** A crime reported to local police agencies or to a campus security authority that manifests evidence that the victim was intentionally selected because of the perpetrator’s bias against the victim. For purposes of this section, the categories of bias include the victim’s actual or perceived race, religion, gender, gender identity, sexual orientation, ethnicity, national origin and disability.

**Intimidation:** To unlawfully place another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

**Larceny-Theft (except for motor vehicle theft):** The unlawful taking, carrying, leading or riding away of property from the possession or constructive possession of another. Attempted larcenies are included.

**Liquor Law Violation:** The violation of State or local laws or ordinances prohibiting the manufacturing, selling, purchasing, transporting, possessing or use of alcoholic beverages, not including driving under the influence and drunkenness.

**Motor Vehicle Theft:** The theft or attempted theft of a motor vehicle. For reporting purposes, this crime includes all cases where automobiles are taken by persons not having lawful access even though the vehicles are later abandoned, including joyriding.

**Ongoing prevention and awareness campaigns:** Programming, initiatives, and strategies that are sustained over time and focus on increasing understanding of topics relevant to and skills for addressing dating violence, domestic violence, sexual assault, and stalking, using a range of strategies with audiences throughout the institution

**Primary prevention programs:** Programming, initiatives, and strategies informed by research or assessed for value, effectiveness, or outcome that are intended to stop dating violence, domestic violence, sexual assault, and stalking before they occur through the promotion of positive and healthy behaviors that foster healthy, mutually respectful relationships and sexuality, encourage safe bystander intervention, and seek to change behavior and social norms in healthy and safe direction.

**Proceeding:** All activities related to a non-criminal resolution of an institutional disciplinary complaint, including, but not limited to, fact finding investigations, formal or informal meetings, and hearings. Proceeding does not include communications and meetings between officials and victims concerning accommodations or protective measures to be provided to a victim.

**Programs to prevent dating violence, domestic violence, sexual assault, and stalking:** Comprehensive, intentional, and integrated programming, initiatives, strategies, and campaigns intended to end dating violence, domestic violence, sexual assault, and stalking that:

- Are culturally relevant, inclusive of diverse communities and identities, sustainable, responsive to community needs. And informed by research or assessed for value, effectiveness, or outcome; and Consider environmental risk and protective factors as they occur on the individual, relationship, institutional, community, and societal levels.

Programs to prevent dating violence, domestic violence, sexual assault, and stalking include both primary prevention and awareness programs directed at incoming students and new employees and ongoing prevention and awareness campaigns directed at students and employees.

**Prompt, fair, and impartial proceeding:** A proceeding that is completed within reasonably prompt timeframes designated by an institution's policy, including a process that allows for the extension of timeframes for good cause and with written notice to the accuser and the accused of the delay and the reason for the delay; Conducted in a manner that:

- Is consistent with the institution's policies and transparent to the accuser and accused;
- Includes timely notice of meetings at which the accuser or accused, or both, may be present; and
- Provides timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings; and
- Conducted by officials who do not have a conflict of interest or bias for or against the accuser or the accused

**Rape:** The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

**Result:** Any initial, interim, and final decision by any official or entity authorized to resolve disciplinary matters within the institution

**Risk reduction:** Options designed to decrease perpetration and bystander inaction, and to increase empowerment for victims in order to promote safety and to help individuals and communities address conditions that facilitate violence

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

**Sexual Assault:** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.



**Sex Offenses:** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.

- **Fondling:** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
- **Incest** – Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- **Statutory Rape** – Sexual intercourse with a person who is under the statutory age of consent. **Sexual**

**Assault:** An offense that meets the definition of rape, fondling, incest or statutory rape as contained herein. Coercing or attempting to coerce any sexual contact or behavior without consent. Sexual abuse includes, but is certainly not limited to, marital rape, attacks on sexual parts of the body, forcing sex after physical violence has occurred, or treating one in a sexually demeaning manner.

**Sexual Violence:** Any physical sexual acts engaged without the consent of the other person or when the other person is unable to consent to the activity. Sexual violence includes sexual assault, rape, battery, and sexual coercion; domestic violence; dating violence; and stalking.

**Simple Assault/Battery:** An unlawful physical attack by one person upon another where neither the offender displays a weapon, nor the victim suffers obvious severe or aggravated bodily injury involving apparent broken bones, loss of teeth, possible internal injury, severe laceration, or loss of consciousness.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person To - (A) Fear for the person's safety or the safety of others; or (B) Suffer substantial emotional distress. For the purposes of this definition— (A) *Course of conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's Property, (B) *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim, and (C) *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling. Any incident meeting this definition is considered a crime for the purposes of Clery Act reporting. **Weapon Law Violation:** The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, and other deadly weapons.

## **VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) was amended by the Violence Against Women Reauthorization Act of 2013 (VAWA). To require ICSMM to report on the additional crime categories of Dating Violence, Domestic Violence and Stalking as part of our annual Clery Act crime statistics to the U.S. Department of Education and in this Annual Security Report. The VAWA amendments also require specific additional procedures for all victims of alleged VAWA crimes as well as primary prevention and awareness training for new students and faculty and ongoing prevention and awareness training for current students and faculty. This Annual Security Report has also been updated to reflect these recent changes in the law.

In 1994 Congress passed the Violence Against Women Act (VAWA) in recognition of the severity of crimes associated with domestic violence, sexual assault, and stalking. This Act emerged from the efforts of a broad, grassroots coalition of advocates and survivors who informed the work of Congress. In the two decades prior to VAWA, a movement had grown within the United States to respond appropriately to violent crimes against women. Rape crisis centers and women's shelters were established in localities, and state and local laws had changed. However, the progress had been uneven around the country. VAWA was borne out of the need for a national solution. This Act enhances the investigation and prosecution of violent crimes against women.

### **HOTLINES**

National Domestic Violence Hotline

1-800-799-SAFE (7233)

National Sexual Assault Hotline

1-800-656-HOPE (4673)

National Teen Dating Abuse Helpline

1-866-331-9474

- **SEXUAL HARASSMENT AND VIOLENCE POLICY SUMMARY**

The Clery Act, as amended by VAWA, requires ICSMM to include crimes of domestic violence, dating violence and stalking in its annual crime statistics according to the federal definitions in this report. VAWA also requires the ICSMM to provide the definitions of dating violence, domestic violence, stalking and consent under Indiana state law. Those definitions are listed below:

The aforementioned offenses as defined under Indiana State law:

**1. Domestic Violence (Domestic Battery) Indiana State Code IC 35-42-2-1.3**

**"Victim" defined – Indiana State Code IC 35-37-6-3**

Sec. 3. As used in this chapter, "victim" means:

(1) an individual against whom an act of:

(A) domestic or family violence;

(B) dating violence;

(C) sexual assault (as defined in IC 5-26.5-1-8);

(D) human and sexual trafficking (IC 35-42-3.5); or

(E) stalking (IC 35-45-10-5);

is committed; or

(2) an individual:

(A) who is not accused of committing an act of domestic or family violence, dating violence, sexual assault (as defined in IC 5-26.5-1-8), human and sexual trafficking (IC 35-42-3.5), or stalking (IC 35-45-10-5); and

(B) who:

(i) is a member of the family of an individual described in subdivision (1); but

(ii) is not a family member who is accused of committing an act of domestic or family violence, dating violence, sexual assault (as defined in IC 5-26.5-1-8), human and sexual trafficking (IC 35-42-3.5), or stalking (IC 35-45-10-5).

As added by P.L.136-1987, SEC.5. Amended by P.L.104-2008,

Sec. 1.3. (a) A person who knowingly or intentionally touches an individual who:

(1) is or was a spouse of the other person;

(2) is or was living as if a spouse of the other person as provided in subsection (c); or

(3) has a child in common with the other person;

in a rude, insolent, or angry manner that results in bodily injury to the person described in subdivision (1), (2), or (3) commits domestic battery, a Class A misdemeanor.

(b) However, the offense under subsection (a) is a Level 6 felony if the person who committed the offense:

(1) has a previous, unrelated conviction:

(A) under this section (or IC 35-42-2-1(a)(2)(E) before that provision was removed by P.L.188-1999, SECTION 5); or

(B) in any other jurisdiction, including a military court, in which the elements of the crime for which the conviction was entered are substantially similar to the elements described in this section; or

(2) committed the offense in the physical presence of a child less than sixteen (16) years of age, knowing that the child was present and might be able to see or hear the offense.

(c) In considering whether a person is or was living as a spouse of another individual for purposes of subsection (a)(2), the court shall review:

(1) the duration of the relationship;

(2) the frequency of contact;

(3) the financial interdependence;

- (4) whether the two (2) individuals are raising children together;
- (5) whether the two (2) individuals have engaged in tasks directed toward maintaining a common household; and
- (6) other factors the court considers relevant.

4.

## **STATE LAW DEFINITIONS OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING AND CONSENT**

**Partners and family members** include parents, children, and siblings related by blood, marriage, or adoption; spouses, former spouses, people who have children together, and people of the opposite sex who are dating or who have dated.

### **Partner or Family Member Assault**

In Indiana, a person commits the crime of partner or family member assault (also called domestic violence) by:

- causing bodily injury
- negligently causing bodily injury with a weapon, or
- creating reasonable apprehension of bodily injury against a partner or family member.

People act negligently when they fail to be aware of or consider the risk their behavior poses to others. Negligent behavior is always a gross departure from how a reasonable person would act. For example, firing a gun inside your house and hitting your boyfriend would be negligent and would be considered domestic violence. Other examples of domestic violence include hitting your child and threatening to hit your wife if the threat creates a reasonable fear of injury.

### **Criminal Stalking Indiana State Code IC 35-45-10-5**

Sec. 5. (a) A person who stalks another person commits stalking, a Level 6 felony.

(b) The offense is a Level 5 felony if at least one (1) of the following applies:

(1) A person:

(A) stalks a victim; and

(B) makes an explicit or an implicit threat with the intent to place the victim in reasonable fear of:

(i) sexual battery (as defined in IC 35-42-4-8);

(ii) serious bodily injury; or

(iii) death.

(2) A protective order to prevent domestic or family violence, a no contact order, or other judicial order under any of the following statutes has been issued by the court to protect the same victim or victims from the person and the person has been given actual notice of the order:

(A) IC 31-15 and IC 34-26-5 or IC 31-1-11.5 before its repeal (dissolution of marriage and legal separation).

(B) IC 31-34, IC 31-37, or IC 31-6-4 before its repeal (delinquent children and children in need of services).

(C) IC 31-32 or IC 31-6-7 before its repeal (procedure in juvenile court).

(D) IC 34-26-5 or IC 34-26-2 and IC 34-4-5.1 before their repeal (protective order to prevent abuse).

(E) IC 34-26-6 (workplace violence restraining orders).

(3) The person's stalking of another person violates an order issued as a condition of pretrial release, including release on bail or personal recognizance, or pretrial diversion if the person has been given actual notice of the order.

(4) The person's stalking of another person violates a no contact order issued as a condition of probation if the person has been given actual notice of the order.

(5) The person's stalking of another person violates a protective order issued under IC 31-14-16-1 and IC 34-26-5 in a paternity action if the person

has been given actual notice of the order.

(6) The person's stalking of another person violates an order issued in another state that is substantially similar to an order described in subdivisions (2) through (5) if the person has been given actual notice of the order.

(7) The person's stalking of another person violates an order that is substantially similar to an order described in subdivisions (2) through (5) and is issued by an Indian:

(A) tribe;

(B) band;

(C) pueblo;

(D) nation; or

(E) organized group or community, including an Alaska Native village or regional or village corporation as defined in or established under the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.);

that is recognized as eligible for the special programs and services provided by the United States to Indians because of their special status as Indians if the person has been given actual notice of the order.

(8) A criminal complaint of stalking that concerns an act by the person against the same victim or victims is pending in a court and the person has been given actual notice of the complaint.

(c) The offense is a Level 4 felony if:

(1) the act or acts were committed while the person was armed with a deadly weapon; or

(2) the person has an unrelated conviction for an offense under this section against the same victim or victims.

As added by P.L.242-1993, SEC.4. Amended by P.L.225-1996, SEC.1; P.L.1-1997, SEC.150; P.L.1-1998, SEC.198; P.L.280-2001, SEC.52; P.L.133-2002, SEC.66; P.L.158-2013, SEC.541.

#### IV. Legal Options and Resources for Victims

A. As a victim of a crime you have the right to file a criminal complaint and follow through with any prosecution as authorized by the prosecutor's office.

B. As a victim you also have the right to request a Protection Order for protection against criminal activity including, but not limited to, sexual

violence or stalking. <http://www.hamiltoncounty.in.gov/DocumentCenter/Home/View/64>

## 2. Sexual Violence (Rape) Indiana State Code IC 35-42-4-1

Sec. 1. (a) Except as provided in subsection (b), a person who knowingly or intentionally has sexual intercourse with a member of the opposite sex or knowingly or intentionally causes another person to perform or submit to deviate sexual conduct when:

(1) the other person is compelled by force or imminent threat of force;

(2) the other person is unaware that the sexual intercourse or deviate sexual conduct is occurring; or

(3) the other person is so mentally disabled or deficient that consent to sexual intercourse or deviate sexual conduct cannot be given; commits rape, a Class B felony.

(b) An offense described in subsection (a) is a Class A felony if:

(1) it is committed by using or threatening the use of deadly force;

(2) it is committed while armed with a deadly weapon;

(3) it results in serious bodily injury to a person other than a defendant;

or

(4) the commission of the offense is facilitated by furnishing the victim, without the victim's knowledge, with a drug (as defined in IC 16-42-19-2(1))

or a controlled substance (as defined in IC 35-48-1-9) or knowing that the victim was furnished with the drug or controlled substance without the victim's knowledge.

3. Dating Violence (See Domestic Violence/Domestic Battery - Indiana State Code IC 35-42-2-1.3 and IC 35-37-6-3)

This policy also addresses sexual harassment, which is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment is conduct that explicitly or implicitly affects a person's employment or education or interferes with a person's work or educational performance or creates an environment such that a reasonable person would find the conduct intimidating, hostile, or offensive. Sexual harassment includes sexual violence (see definition below). ICSMM will respond to reports of any such conduct in accordance with this policy.

Sexual harassment may include incidents between any members of the ICSMM community, including faculty or other staff, student employees, students, coaches, interns, and non-student or non-employee participants in programs (e.g., vendors, contractors, visitors). Sexual harassment may occur in hierarchical relationships, between peers, or between individuals of the same sex or opposite sex. To determine whether the reported conduct constitutes sexual harassment, consideration shall be given to the record of the conduct as a whole and to the totality of the circumstances, including the context in which the conduct occurred. Harassment of one student by another student is defined as unwelcome conduct of a sexual nature that is so severe and/or pervasive, and objectively offensive, and that so substantially impairs a person's access to ICSMM programs or activities that the person is effectively denied equal access to the ICSMM's resources and opportunities

ICSMM is committed to creating and maintaining a community where all individuals who participate in its programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. Every member of the community should be aware that the ICSMM prohibits sexual harassment and sexual violence, and that such behavior violates both law and ICSMM policy. The ICSMM will respond promptly and effectively to reports of sexual harassment and sexual violence, and will take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates this policy. This policy applies to all employees and students. This policy furthers the ICSMM's commitment to compliance with the law.

## **SEXUAL HARASSMENT**

Sexual harassment (persistent and unwanted sexual advances) of others by students, staff or any persons associated with ICSMM will not be tolerated and is cause for disciplinary action and/or dismissal.

Given the vulnerability of massage and bodywork clients in addition to occasional and unfortunate stigmas upon the massage profession, ICSMM holds all students and associates to the highest standard regarding sexual references, jokes, and/or other forms of communication that associates massage and bodywork and/or ICSMM with sex.

- Similarly, it is of utmost importance that ICSMM maintain the safety and integrity of its students and program. As such, severe action will be taken by ICSMM against clinic clients and campus visitors who violate this policy including but not limited to refusal of future service, and/or notification of authorities.

- **General**

ICSMM prohibits sexual harassment and sexual violence. Such behavior violates both law and ICSMM policy. The ICSMM will respond promptly and effectively to reports of sexual harassment and sexual violence and will take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates this policy.

- **Prohibited Acts**

This policy prohibits sexual harassment and sexual violence as defined in this policy. Conduct by an employee that is sexual harassment or sexual violence in violation of this policy is considered to be outside the course and scope of employment.

- **Consensual Relationships**

This policy covers unwelcome conduct of a sexual nature. Consensual romantic relationships between members of the ICSMM community are not subject to this policy.

- **Gender Identity, Gender Expression, or Sexual Orientation Discrimination**

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Harassment that is not sexual in nature but is based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation also is prohibited by the ICSMM's nondiscrimination policy if it denies or limits a person's ability to participate in or benefit from the ICSMM's educational programs, employment, or services. While discrimination based on these factors may be distinguished from sexual harassment, these types of discrimination may contribute to the creation of a hostile work or academic environment. Thus, in determining whether a hostile environment due to sexual harassment exists, the ICSMM may take into account acts of discrimination based on gender, gender identity, gender expression, sex- or gender- stereotyping, or sexual orientation.

- **Retaliation**

This policy prohibits retaliation against a person who reports sexual harassment or sexual violence, assists someone with a report of sexual harassment or sexual violence, or participates in any manner in an investigation or resolution of a sexual harassment or sexual violence report. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment or education.

- **Dissemination of the Policy, Educational Programs, and Employee Training**

As part of the ICSMM's commitment to providing a working and learning environment free from sexual harassment and sexual violence, this policy shall be disseminated widely to the ICSMM community through publications, websites, new employee orientations, student orientations, and other appropriate channels of communication. The ICSMM, makes preventive educational materials available to all members of the community to promote compliance with this policy and familiarity with ICSMM procedures. ICSMM has designated an employee responsible for reporting sexual harassment and sexual violence and makes available prevention training to designated employees.

ICSMM's Title IX coordinator is Tommy Galloway, and Elizabeth Cain. In addition, ICSMM provides annual training to the Title IX Coordinator and all staff involved as investigators and hearing officers in sexual harassment and sexual violence disciplinary procedures.

- **Reporting Sexual Harassment or Sexual Violence**

Any member of the ICSMM community may report conduct that may constitute sexual harassment or sexual violence to any supervisor, manager, or Title IX Coordinator. Supervisors, managers, and other designated employees are responsible for promptly forwarding such reports to the Title IX Coordinator to review and investigate sexual harassment and sexual violence complaints. Any manager, supervisor, or designated employee responsible for reporting or responding to sexual harassment or sexual violence who knew about the incident and took no action to stop it or failed to report the prohibited act may be subject to disciplinary action.

ICSMM has designated the Title IX Coordinator as the person to whom members of ICSMM community can consult for advice and information regarding making a report of sexual harassment or sexual violence. Requests regarding the confidentiality of reports of sexual harassment or sexual violence will be considered in determining an appropriate ICSMM response; however, such requests will be considered in the dual contexts of the ICSMM's obligation to ensure a working and learning environment free from sexual harassment and sexual violence and the rights of the accused to be informed of the allegations and their source. Also, an individual may file a complaint or grievance alleging sexual harassment or sexual violence under the ICSMM's grievance procedure.

- **Response to Reports of Sexual Harassment or Sexual Violence**

ICSMM shall provide prompt and effective response to reports of sexual harassment or sexual violence, which may include early resolution, formal investigation and/or targeted prevention training or educational programs.

If an individual reports to ICSMM that the individual has been a victim of domestic violence, dating violence, sexual assault, or stalking, s/he shall be provided with a written explanation of the individual's rights and options whether the offense occurred on- or off-campus.

Upon a finding of sexual harassment or sexual violence, ICSMM may offer remedies to the individual or individuals harmed by the harassment and/or violence consistent with applicable complaint resolution and grievance procedures. Such remedies may include counseling, an opportunity to repeat course work without penalty, changes to student housing assignments, or other appropriate interventions, such as changes in academic, living, transportation, or working situations.

Any member of the ICSMM community who is found to have engaged in sexual harassment or sexual violence is subject to disciplinary action including dismissal in accordance with the applicable ICSMM disciplinary procedure or other ICSMM policy. Generally, disciplinary action will be recommended when the conduct is sufficiently severe, persistent, or pervasive that it alters the conditions of employment or limits the opportunity to participate in or benefit from educational programs.

## **PROCEDURES /ICSMM's Responsibilities**

In accordance with state and federal law, ICSMM shall:

- Offer sexual harassment prevention training and education to the ICSMM community, and provide sexual harassment prevention training and education to each supervisory employee;
- Offer prevention education programs to all incoming students and new employees, and ongoing prevention and awareness campaigns to the ICSMM community, to promote awareness of rape and acquaintance rape, domestic violence, dating violence, sexual assault, and stalking, including the definition of consent, options for bystander intervention, and risk reduction awareness information; Offer annual training on issues related to sexual violence, as defined in this policy for individuals conducting formal investigations of reports or conducting hearings;
- Provide all members of the ICSMM community with a process for reporting sexual harassment or sexual violence in accordance with the policy; Identify on- and off-campus resources for reporting sexual harassment or sexual violence, including law enforcement, medical, and victim support services;
- Provide prompt and effective response to reports of sexual harassment, sexual violence, or reports of retaliation related to reports of sexual harassment or sexual violence in accordance with the policy; Provide written notification of this policy; and designate trained individuals, including, or other than, the Title IX Coordinator, to serve as resources for members of the ICSMM community who have questions or concerns regarding behavior that may be sexual harassment or sexual violence.

### **Title IX Coordinator**

ICSMM has designated a single Title IX Coordinator:

The responsibilities of the Title IX Coordinator include, but may not be limited to, the duties listed below:

- Coordinate with other responsible units to ensure that local sexual harassment and sexual violence prevention education and training programs are offered and provided as required by the policy;
  - Disseminate the policy widely to the ICSMM community;
  - Provide educational materials to promote compliance with the policy and familiarity with local reporting procedures;
  - Train ICSMM employees responsible for reporting or responding to reports of sexual harassment;
- Provide prompt and effective response to reports of sexual harassment or sexual violence in accordance with the policy;
- Maintain records of reports of sexual harassment and sexual violence at the ICSMM and actions taken in response to reports, including records of investigations, voluntary resolutions, and disciplinary action, as appropriate; and
  - Identify and address any patterns or systemic problems that arise during the review of sexual harassment and sexual violence complaints.

- **Procedures for Reporting and Responding to Reports of Sexual Harassment or Sexual Violence**



All members of the ICSMM community are encouraged to contact the Title IX Coordinator if they observe or encounter conduct that may be subject to this policy. This includes conduct by employees, students, or third parties. Reports of sexual harassment or sexual violence may be brought to the Title IX Coordinator, or to any manager, supervisor, or other designated employee responsible for responding to reports of sexual harassment or sexual violence. If the person to whom harassment normally would be reported is the individual accused of harassment, reports may be made to another manager, supervisor, or designated employee. Managers, supervisors, and designated employees are required to notify the Title IX Coordinator or other appropriate official designated to review and investigate sexual harassment complaints when a report is received.

Reports of sexual harassment or sexual violence should be brought forward as soon as possible after the alleged conduct occurs. While there is no stated timeframe for reporting, prompt reporting will better enable the ICSMM to respond to the report, determine the issues, and provide an appropriate remedy and/or action. All incidents should be reported even if a significant amount of time has passed. However, delaying a report may impede ICSMM's ability to conduct an investigation and/or to take appropriate remedial actions.

- Required Notifications For Reports of Sexual Violence

ICSMM will provide a written explanation of available rights and options, including procedures to follow, when ICSMM receives a report that the student or employee has been a victim of domestic violence, dating violence, sexual assault, or stalking, whether the offense occurred on- or off-campus or in connection with any SCHOOL program. The written information shall include:

- to whom the alleged offense should be reported;
- options for reporting to law enforcement and campus authorities, including the option to notify local or on-campus law enforcement authorities; the right to be assisted by campus authorities in notifying law enforcement authorities if the complainant so chooses and the right to decline to notify such authorities;
- the rights of complainants regarding orders of protection, no contact orders, restraining orders, or similar lawful orders issued by criminal or civil courts and the ICSMM's responsibilities regarding such orders;
- the importance of preserving evidence as may be necessary to prove criminal domestic violence, dating violence, sexual assault, or stalking, or to obtain a protection order;
- existing campus and community services available for victims including counseling, health, mental health, victim advocacy, legal assistance, and other services;
- options for, and available assistance to, change academic, living, transportation, and working situations, if requested by the complainant and if reasonably available, regardless of whether the victim chooses to report the crime to campus police or local law enforcement;
- Any applicable procedures for institutional disciplinary action.

- Options for Resolution

Individuals reporting sexual harassment or sexual violence shall be informed about options for resolving potential violations of the policy. These options shall include procedures for Early Resolution, procedures for Formal Investigation, and filing complaints or grievances under applicable ICSMM complaint resolution or grievance procedures. Individuals making reports also shall be informed about policies applying to confidentiality of reports under this policy. ICSMM shall respond to the greatest extent possible to reports of sexual harassment and sexual violence brought anonymously or brought by third parties not directly involved in the asserted offenses. However, the response to such reports may be limited if information contained in the report cannot be verified by independent facts.

Individuals reporting sexual harassment and sexual violence shall be informed about the range of possible outcomes of the report, including interim protections, remedies for the individual harmed by the incident, and disciplinary actions that might be taken against the accused as a result of the report, including information about the procedures leading to such outcomes.

An individual who is subjected to retaliation (e.g., threats, intimidation, reprisals, or adverse employment or educational actions) for having made a report of sexual harassment or sexual violence in good faith, who assisted someone with a report of sexual harassment or sexual violence, or who participated in any manner in an investigation or resolution of a report of sexual harassment or sexual violence, may make a report of retaliation under these procedures. The report of retaliation shall be subject to the procedures herein.

### **Procedures for Early Resolution**

The goal of Early Resolution is to resolve concerns at the earliest stage possible with the cooperation of all parties involved. ICSMM utilizes Early Resolution options when the parties desire to resolve the situation cooperatively and/or when a Formal Investigation is not likely to lead to a satisfactory outcome. Participation in the Early Resolution process is voluntary. Early Resolution may include an inquiry into the facts, but typically does not include a formal investigation. Means for Early Resolution shall be flexible and encompass a full range of possible appropriate outcomes. Early Resolution includes options such as mediating an agreement between the parties, separating the parties, referring the parties to counseling programs, negotiating an agreement for disciplinary action, conducting targeted preventive educational and training programs, or providing remedies for the individual harmed by the offense. Early Resolution also includes options such as discussions with the parties, making recommendations for resolution, and conducting a follow-up review after a period of time to assure that the resolution has been implemented effectively. Early Resolution may be appropriate for responding to anonymous reports and/or third party reports. Steps taken to encourage Early Resolution and agreements reached through Early Resolution efforts should be documented.

While ICSMM encourages Early Resolution of a complaint, ICSMM does not require that parties participate in Early Resolution prior to ICSMM's decision to initiate a Formal Investigation. Some reports of sexual harassment or sexual violence may not be appropriate for mediation but may require a Formal Investigation at the discretion of the Title IX Coordinator or other appropriate official designated to review and investigate sexual harassment complaints. ICSMM will not compel a complainant to engage in mediation. Mediation, even if voluntary, may not be used in cases involving sexual violence.

- **Procedures for Formal Investigation**

In cases where Early Resolution is inappropriate or in cases where Early Resolution is unsuccessful, the ICSMM may conduct a Formal Investigation. In such cases, the individual making the report may be encouraged to file a written request for Formal Investigation. The wishes of the individual making the request shall be considered, but are not determinative, in the decision to initiate a Formal Investigation of a report of sexual harassment or sexual violence. In cases where there is no written request, the Title IX Officer (Sexual Harassment Officer) or other appropriate official designated to review and investigate sexual harassment complaints, potentially in consultation with the administration, may initiate a Formal Investigation after making a preliminary inquiry into the facts.

In cases where a complainant states he or she does not want to pursue a Formal Investigation, the Title IX Coordinator should inform the complainant that the ability to investigate may be limited. When determining whether to go forward with a Formal Investigation, the Title IX Coordinator may consider: 1) the seriousness of the allegation, 2) in the case of a student complainant, the age of the student, 3) whether there have been other complaints or reports against the accused, and 4) the rights of the accused individual to receive information about the complainant and the allegations if formal proceedings with sanctions may result from the investigation. Even if a complainant does not want to pursue an investigation, under some circumstances, the Title IX Coordinator may have an obligation to investigate a complaint, such as when there is a risk to the campus community if the accused remains on campus. The complainant should be made aware of this independent obligation to investigate the complaint.

- In order to provide a prompt, fair, and impartial investigation and resolution, any Formal Investigation of reports of sexual harassment and/or sexual violence shall incorporate the following standards:
- The individual(s) accused of conduct violating the policy shall be provided a copy of the written request for Formal Investigation or otherwise given a full and complete written statement of the allegations, and a copy of the policy; and
- The individual(s) conducting the investigation shall be familiar with the policy, have training or experience in conducting investigations, and as relevant to the investigation, be familiar with policies and procedures specific to students, staff, faculty, and visitors. For cases involving allegations of sexual violence, the individual(s) conducting the

investigation must receive annual training on issues related to sexual violence. Such training includes how to conduct an investigation that protects the safety of the complainants and promotes accountability.

- If the alleged conduct is also the subject of a criminal investigation, the campus may not wait for the conclusion of the criminal investigation to begin an investigation pursuant to this policy. However, a campus may need to coordinate its fact-finding efforts with the police investigation. Once notified that the police department has completed its gathering of evidence (not the ultimate outcome of the investigation or the filing of any criminal charges), the campus must promptly resume and complete its fact-finding for the sexual harassment or sexual violence investigation.
- The investigation generally shall include interviews with the parties if available, interviews with other witnesses as needed, and a review of relevant documents as appropriate. Disclosure of facts to parties and witnesses shall be limited to what is reasonably necessary to conduct a fair and thorough investigation. Participants in an investigation shall be advised that maintaining confidentiality is essential to protect the integrity of the investigation.
- The investigator shall apply a preponderance of evidence standard to determine whether there has been a violation of this policy.
- Upon request, the complainant and the accused may each have a representative present when he or she is interviewed, and at any subsequent proceeding or related meeting. Other witnesses may have a representative present at the discretion of the investigator or as required by applicable ICSMM policy or collective bargaining agreement.
- At any time during the investigation, the investigator may recommend that interim protections or remedies for the parties or witnesses be provided by appropriate ICSMM officials. These protections or remedies may include separating the parties, placing limitations on contact between the parties, or making alternative working or student housing arrangements. Failure to comply with the terms of interim protections may be considered a separate violation of this policy.
- The investigation shall be completed as promptly as possible and in most cases within 60 working days of the date the request for formal investigation was filed. This deadline may be extended on approval by a designated ICSMM official.
- Generally, an investigation results in a written report that at a minimum includes a statement of the allegations and issues, the positions of the parties, a summary of the evidence, findings of fact, and a determination by the investigator whether this policy has been violated. The report also may contain a recommendation for actions to resolve the complaint, including preventive educational programs, remedies for the complainant, and a referral to disciplinary procedures as appropriate. The report is submitted to a designated ICSMM official with authority to implement the actions necessary to resolve the complaint. The report may be used as evidence in other related procedures, such as subsequent complaints, grievances and/or disciplinary actions.
- The complainant shall be informed if there were findings made that the policy was or was not violated and of actions taken to resolve the complaint, if any, that are directly related to the complainant, such as an order that the accused not contact the complainant. In accordance with ICSMM policies protecting individuals' privacy, the complainant may generally be notified that the matter has been referred for disciplinary action, but shall not be informed of the details of the recommended disciplinary action without the consent of the accused, consistent with this policy.
- The complainant and the accused may request a copy of the investigative report pursuant to ICSMM policy governing privacy and access to personal information. However, in accordance with ICSMM policy, the report shall be redacted to protect the privacy of personal and confidential information regarding all individuals other than the individual requesting the report.
- At the conclusion of any disciplinary proceeding arising from an allegation of domestic violence, dating violence, sexual assault or stalking, the complainant and the accused will be simultaneously informed in writing of the outcome of any ICSMM disciplinary proceeding;

- The ICSMM's procedures for appealing the results of the proceeding;
- Any change to the results that occur prior to the time that such results become final; and
- When results become final.

## **Complaints or Grievances Involving Allegations of Sexual Harassment or Sexual Violence**

An individual who believes he or she has been subjected to sexual harassment or sexual violence may file a complaint or grievance pursuant to the applicable complaint resolution or grievance procedure listed in *Appendix I: ICSMM Complaint Resolution and Grievance Procedures*. Such complaint or grievance may be filed either instead of or in addition to making a report of sexual harassment to the Title IX Coordinator or other appropriate official designated to review and investigate sexual harassment and sexual violence complaints under this policy. A complaint or grievance alleging sexual harassment or sexual violence must meet all the requirements under the applicable complaint resolution or grievance procedure, including time limits for filing.

If a complaint or grievance alleging sexual harassment or sexual violence is filed in addition to a report made to the Title IX Coordinator or other appropriate official designated to review and investigate sexual harassment complaints under this policy, the complaint or grievance shall be held in abeyance subject to the requirements of any applicable complaint resolution or grievance procedure, pending the outcome of the Early Resolution or Formal Investigation procedures. If the individual wishes to proceed with the complaint or grievance, the Early Resolution or Formal Investigation shall constitute the first step or steps of the applicable complaint resolution or grievance procedure.

An individual who has made a report of sexual harassment or sexual violence also may file a complaint or grievance alleging that the actions taken in response to the report of sexual harassment or sexual violence did not follow policy. Such a complaint or grievance may not be filed to address a disciplinary sanction imposed upon the accused. Any complaint or grievance regarding the resolution of a report of sexual harassment or sexual violence must be filed in a timely manner. The time period for filing begins on the date the individual was notified of the outcome of the sexual harassment or sexual violence investigation or other resolution process pursuant to this policy, and/or of the actions taken by the administration in response to the report of sexual harassment or sexual violence, whichever is later.

## **Remedies and Referral to Disciplinary Procedures**

Findings of policy violations may be considered to determine remedies for individuals harmed by the sexual harassment or sexual violence and shall be referred to applicable disciplinary procedures. Procedures under this policy shall be coordinated with applicable local complaint resolution, grievance, and disciplinary procedures to avoid duplication in the fact-finding process whenever possible. Violations of the policy may include engaging in sexual harassment or sexual violence, retaliating against a complainant reporting sexual harassment or sexual violence, or violating interim protections. Investigative reports made pursuant to this policy may be used as evidence in subsequent complaint resolution, grievance, and disciplinary proceedings as permitted by the applicable procedures.

## **Privacy**

ICSMM shall protect the privacy of individuals involved in a report of sexual harassment or sexual violence to the extent permitted by law and ICSMM policy. A report of sexual harassment or sexual violence may result in the gathering of extremely sensitive information about individuals in the ICSMM community. While such information is considered confidential, ICSMM policy regarding access to public records and disclosure of personal information may require disclosure of certain information concerning a report of sexual harassment or sexual violence. In such cases, every effort shall be made to redact the records in order to protect the privacy of individuals. An individual who has made a report of sexual harassment or sexual violence may be advised of sanctions imposed against the accused when the individual needs to be aware of the sanction in order for it to be fully effective (such as restrictions on communication or contact with the individual who made the report). In addition, when the offense involves a crime of violence or a non-forcible sex offense, the Family Educational Rights and Privacy Act permits disclosure to the complainant the final results of a disciplinary proceeding against the alleged accused, regardless of whether the ICSMM concluded that a violation was committed. Information regarding disciplinary action taken against the accused shall not be disclosed without the accused consent, unless permitted by law as noted above, or unless it is necessary to ensure compliance with the action or the safety of individuals.

## **Confidentiality of Reports of Sexual Harassment and Sexual Violence**

The ICSMM does not employ professional or pastoral counselors. ICSMM notifies the ICSMM community that the Title IX Coordinator, managers, supervisors, and other designated employees have an obligation to respond to reports of sexual harassment or sexual violence, even if the individual making the report requests that no action be taken. An individual's requests regarding the confidentiality of reports of sexual harassment or sexual violence will be considered in determining an appropriate response; however, such requests will be considered in the dual contexts of the ICSMM's legal obligation to ensure a working and learning environment free from sexual harassment and sexual violence and the due process rights of the accused to be informed of the allegations and their source. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the ICSMM will comply with requests for confidentiality to the extent possible.

## **Retention of Records Regarding Reports of Sexual Harassment and Sexual Violence**

The office of the Title IX Coordinator is responsible for maintaining records relating to sexual harassment and sexual violence reports, investigations, and resolutions. Records shall be maintained in accordance with the ICSMM's records policies. All records pertaining to pending litigation or a request for records shall be maintained in accordance with instructions from legal counsel.

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

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools/academies that receive funds under an applicable course of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by ICSMM. Academies are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Academies may charge a fee for copies.
- Parents or eligible students have the right to request that ICSMM correct records which they believe to be inaccurate or misleading. If ICSMM decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if ICSMM still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, academies must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows academies to disclose those records, without consent, to the following parties or under the following

conditions (34 CFR § 99.31):

- ICSMM officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of ICSMM
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

ICSMM may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, academies must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that ICSMM not disclose directory information about them. Academies must notify parents

and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of ICSMM.

Or you may contact us at the following address: Family Policy  
Compliance Office

- Department of Education 400 Maryland  
Avenue, SWCCAS

### **EMERGENCY PREPAREDNESS AND SUPPORT**

List of housing resources: Homeless Shelters, Supportive Housing, Halfway Housing, Transitional Housing, Day Shelters, Low Income Housing, Residential Alcohol and Drug Treatment Centers:

Gang Outreach Hotline

(847) 546-0887

Parent Abduction Hotline

(800) 292-9688

Poison Control Center

(800) 222-1222

Parent Hotline

(800) 840-6537

National AIDS/HIV/STD

(800) 243-2437

Drug Abuse Hotline

(773) 275-9393

Child Abuse (DCFS) Hotline

(800) 252-2873

Alcohol Abuse Hotline

(800) 234-0420

Alcoholics Anonymous

(312) 346-1475

Domestic Violence Help Line

(877) 863-6338

National Abuse Hotline

(888) 373-7888

PASS Pregnancy Care Centers

(800) 340-7227

Celebrate Freedom (Halway House)

(317) 210-3733

Day Spring Homeless Shelter

(317) 635-6780

Horizon House Indianapolis (Supportive Housing, Halfway House, Transitional Housing )

317-423-8909

ICSMM is dedicated to serving the homeless and low-income. We have listed the shelters and low cost housing services in Indianapolis. This list has homeless shelters, halfway houses, affordable housing, etc. The database consists of emergency shelters, homeless shelters, day shelters, transitional housing, shared housing, residential drug and alcohol rehabilitation programs and permanent affordable housing. (See above)

The Julienne Center (317) 920-9320 is a shelter for battered women and children, and one of the only such shelter in the state of Indiana to offer around the clock security. Resident advocates are also present 24 hours a day to provide practical and emotional support.

To offer food, clothing, shelter, and spiritual guidance to homeless men, women and children in need: Housing Authority [HYPERLINK "http://www.shelterlistings.org/details/33679/"](http://www.shelterlistings.org/details/33679/)Y

Transitional Life Connections (317)636-0203

Housing Authority, Low Income Affordable Housing, Public Housing

- [Consumer Credit Counseling Services Of](#)

Hud Indiana : provides HUD Approved Housing Assistance Programs  
(317) 226-6303

### Types of Shelters and Service Information

**Day Shelters** supplement homeless and low-income people when the shelter their staying in only offers shelter on an overnight basis. Case management is often provided and sometimes there are laundry and shower facilities. Meals and basic hygiene may also be offered. Almost all day shelters provide their services free of charge. Any emergency or homeless shelter that allows clients to stay during the day is also classified under this category.

**Emergency Homeless Shelters** both provide short term relief for the homeless & low-income. Usually there is a maximum stay of 3 months or less. Many of these shelters ask their clients to leave during the day. Meals and other supportive services are often offered. 3 times out of 5 these shelters offer their services free of charge.

**Halfway Housing** helps transition individuals and families from shelters or homelessness to permanent housing. Length of stay is usually anywhere from 6 months to 2 years. Residents are often required to pay at least 30% of their income toward program fees. Sometimes the money they pay in fees is returned to them when they leave. Any emergency or homeless shelter that allows their clients to stay more than 6 months is also classified under this category.

**Permanent Affordable Housing** is a long-term solution for housing. Residents are often allowed to stay as long as they remain in the low-income bracket but is sometimes limited 3 - 5 years. Residents pay no more than 30% of their income towards rent. Emergency shelters, homeless shelters and transitional housing programs that allow their clients to stay without a maximum stay are also classified under this category.

**Drug and Alcohol Rehab** programs are intended to treat alcohol and/or drug dependency. The cost of participating in one of these programs and the method of treatment range significantly. The database operated on this website only includes residential rehab programs (not outpatient programs). We also provide Access to Recovery (ATR) Grant programs for substance abusetreatment.

**Supportive Housing** Programs that provide an alternative living arrangement for individuals who, because of age, disability, substance abuse, mental illness, chronic homelessness or other circumstances, are unable to live independently without care, supervision and/or support to help them in the activities of daily living; or who need access to case management, housing support, vocational, employment and other services to transition to independent living.

**Shared Housing** Programs helps bring low income persons together and helps prevent homelessness by providing affordable housing options. This service is good for families, disabled persons, and others wanted more companionship. Shelterlistings.org finds these shared housing locations and lists them throughout our website.

**Rooming House or Boarding House** A rooming house is a building in which renters occupy single rooms and share kitchens, bathrooms, and common areas. The location may be a converted single family home, a converted hotel, or a purpose built structure. Rooming houses are low cost housing and may have as few as three rooms for rent, or more than a hundred. The same goes for boarding houses. We list these types of residences throughout shelterlistings.org.

**Transitional housing** is affordable low cost supportive housing designed to provide housing and appropriate support services to persons who are homeless or who are close to homelessness. The transition is to help them be more self-sufficient to move towards independent living on their own. Services provided at transitional housing facilities varies, from substance abuse treatment, to psychological assistance, job training, domestic violence assistance, etc. The assistance provided varies, but it is generally affordable and low cost housing. Read the descriptions of each of the transitional living locations for more detailed information.

## **SAFETY PROCEDURES**

- **First Aid:** A first aid kit is located in the dispensary in the student utility room.
- **Fainting:** Do not move the person; call 911. Give facts as much as possible. Keep calm and notify other CDT Members for help, if necessary. Make the person comfortable.
- **Cut finger:** Educator should immediately check the wound to see how deep the cut is. Small cuts should be washed, dried, and then covered with a bandage. Bandages and first aid kits are kept in the dispensary and the educators' office.
- **Cuts requiring stitches:** If possible, a faculty member should take the student to the doctor.

## **Dangerous Situations, Alerting Faculty, Students, Guests and/or Neighbors**

Are brought to the attention of Command Decision Team (CDT) and if confirmed, will alert faculty, staff and students by announcing, emailing, text and /or a written notification that will be posted in a conspicuous area, directing them to either a safe location and or the Hamilton County Health Department. Once the dangerous situation is diminished, an announcement, email, text and/ or a written notification will be posted or sent to students when classes will resume.

## **Extreme Weather Conditions Procedures**

Are issued from the Local Weather Service, ICSMM offices are closed and classes are cancelled. Once the weather conditions are diminished, the CDT will alert the faculty and students when classes will resume.

## **Winter Storms and Extreme Cold Before**

To prepare for a winter storm you should do the following:

Before winter approaches, add the following supplies to your automobile.

Sand to improve traction.

- Snow shovels and other snow removal equipment.
- Sufficient heating fuel.
- Adequate clothing and blankets to keep you warm.

## **During**

ICSMM will notify the traveling student if a winter storm and extreme cold is expected. If the student is traveling long distances, the student will be advised to leave early or not to travel at all. If the winter storm and extreme cold happens while faculty, students and guests are in attendance, the following will apply:

- Stay indoors during the storm.
- Walk carefully on snowy, icy, walkways.
- Let someone know your destination, your route, and when you expect to arrive.

## **After**

- If ICSMM loses power or heat for more than a few hours or if you do not have adequate supplies to stay warm in the ICSMM you may want to go to a designated public shelter if you can get there safely. Text **SHELTER** + your **ZIP code** to **43362** (4FEMA) to find the nearest shelter in your area (e.g., SHELTER20472)
- Take precautions when traveling to the shelter. Dress warmly in layers, wear boots, mittens, and a hat.



- Continue to protect yourself from frostbite and hypothermia by wearing warm, loose-fitting, lightweight clothing in several layers. Stay indoors, if possible.

## **Thunderstorms & Lightning Procedures**

### **Before**

To prepare for a thunderstorm, you should do the following: Secure outdoor objects that could blow away or cause damage.

Get inside the ICSMM, or an automobile (not a convertible). Although you may be injured if lightning strikes your car, you are much safer inside a vehicle than outside. Rubber-soled shoes and rubber tires provide NO protection from lightning. Close window blinds, shades or curtains. Unplug any electronic equipment well before the storm arrives.

### **During**

If thunderstorm and lightning are occurring in your area, you should:

Avoid contact with corded phones and devices including those plugged into electric for recharging. Cordless and wireless phones not connected to wall outlets are OK to use.

Avoid contact with electrical equipment or cords. Unplug appliances and other electrical items such as computers and turn off air conditioners. Power surges from lightning can cause serious damage.

Avoid contact with plumbing. Do not wash your hands and do not do laundry. Plumbing and bathroom fixtures can conduct electricity. Stay away from windows and doors. Do not lie on concrete floors and do not lean against concrete walls. Take shelter in a sturdy building. Avoid isolated sheds or other small structures in open areas. Avoid contact with anything metal—motorcycles and bicycles. If lightning strikes you or someone you know, call 9-1-1 for medical assistance as soon as possible. The following are things you should check when you attempt to give aid to a victim of lightning:

Breathing - if breathing has stopped, begin mouth-to-mouth resuscitation.

Heartbeat - if the heart has stopped, administer CPR.

Pulse - if the victim has a pulse and is breathing, look for other possible injuries.

Check for burns where the lightning entered and left the body. Also be alert for nervous system damage, broken bones and loss of hearing and eyesight.

### **After**

Never drive through a flooded roadway. Turn around, don't drown! Stay away from downed power lines and report them immediately.

Plan for a Pandemic Get involved in your community as it works to prepare for an influenza pandemic. Limit the Spread of Germs and Prevent Infection Avoid close contact with people who are sick. When you are sick, keep your distance from others to protect them from getting sick too. If possible, stay home.

Cover your mouth and nose with a tissue when coughing or sneezing. Washing your hands often will help protect you from germs.

Avoid touching your eyes, nose or mouth. Germs are often spread when a person touches something that is contaminated with germs and then touches his or her eyes, nose, or mouth.

### **Utility Shut Off Natural gas**

Natural gas leaks and explosions are responsible for a significant number of fires following disasters. It is vital that all faculty know how to shut off natural gas.

Because there are different gas shut-off procedures for different gas meter configurations, it is important to contact your local gas company for any guidance on preparations and response regarding gas service to ICSMM.

If you smell gas or hear a blowing or hissing noise, get everyone out quickly. Turn off the gas if you can, and call the gas company.

Caution: If you turn off the gas for any reason, a qualified professional must turn it back on. NEVER attempt to turn the gas back on yourself.

## **Water**

Water quickly becomes a precious resource following many disasters. It is vital that all faculty learn how to shut off the water.

Locate the shut-off valve for the water line that enters ICSMM and label this valve with a tag for easy identification.

The effects of gravity may drain the water in your hot water heater and toilet tanks unless you trap it in the ICSMM by shutting off the main house valve. (This is not the street valve in the cement box at the curb – the street valve is extremely difficult to turn and requires a special tool.)

## **Electricity**

Electrical sparks have the potential of igniting natural gas if it is leaking. It is wise to teach all responsible faculty where and how to shut off the electricity.

Locate your electrical circuit box. For your safety, always shut off all the individual circuits before shutting off the main circuit.

## **Fire Procedure**

If you smell smoke or see fire, report it immediately to a facilitator. Proceed as follows:

Students exit in single file out the closest doors. If you have a guest at the time, the guest is your responsibility.

After exiting ICSMM, proceed safely away from ICSMM and locate at the

Support faculty at front desk will help guest in reception area out the front doors. Proceed to safety away from the ICSMM.

Familiarize yourself with your evacuation route and the location of all emergency and regular exits.

The evacuation route illustration is found next to the fire extinguisher in the student's lounge, laundry room and clinic area.

## **VIOLATION OF FIRE SAFETY RULES PUTS LIVES IN JEOPARDY. TAMPERING WITH FIRE ALARMS OR FIRE EQUIPMENT CAN RESULT IN FINES AND POSSIBLE INCARCERATION ACCORDING TO STATE LAWS**

## **Flood Before**

Even if you feel you live in a community with a low risk of flooding, remember that anywhere it rains, it can flood. Just because you haven't experienced a flood in the past, doesn't mean you won't in the future. Flood risk isn't just based on history; it's also based on a number of factors including rainfall, topography, flood-control measures, river-flow and tidal-surge data, and changes due to new construction and development.

To prepare for a flood, you should:

"Check valves" are installed in the sinks to prevent water from backing up into the drains.

## **During**

If a flood is likely in your area, you should:

Be aware that flash flooding can occur. If there is any possibility of a flash flood, move immediately to higher ground.

Do not wait for instructions to evacuate.

If you must prepare to evacuate, you should do the following: Secure ICSMM

[Turn off utilities](#) at the main switches or valves if instructed to do so.

Disconnect electrical appliances. Do not touch electrical equipment if you are wet or standing in water. If you have to leave ICSMM, remember these evacuation tips:

Do not walk through moving water. Six inches of moving water can make you fall. If you have to walk in water, walk where the water is not moving. Use a stick to check the firmness of the ground in front of you. Do not drive into flooded areas. If floodwaters rise around your car, abandon the car and move to higher ground, when water is not moving or not more than a few inches deep. You and the vehicle can be swept away quickly. If your vehicle is trapped in rapidly moving water, stay in the vehicle. If the water is rising inside the vehicle, seek refuge on the roof.

Do not camp or park your vehicle along streams, rivers or creeks, particularly during threatening conditions.

## **After**

Although floodwaters may be down in some areas, many dangers still exist. Here are some things to remember in the days ahead:

Use local alerts and warning systems to get information and expert informed advice as soon as available. Avoid moving water.

Stay away from damaged areas unless your assistance has been specifically requested by police, fire, or relief organization.

Emergency workers will be assisting people in flooded areas. You can help them by staying off the roads and out of the way.

Play it safe. Additional flooding or flash floods can occur. Listen for local warnings and information. If your car stalls in rapidly rising waters, get out immediately and climb to higher ground.

Return home only when authorities indicate it is safe.

Roads may still be closed because they have been damaged or are covered by water. Barricades have been placed for your protection. If you come upon a barricade or a flooded road, go another way.

If you must walk or drive in areas that have been flooded.

Stay on firm ground. Moving water only 6 inches deep can sweep you off your feet. Standing water may be electrically charged from underground or downed power lines.

Flooding may have caused familiar places to change. Floodwaters often erode roads and walkways. Flood debris may hide animals and broken bottles, and it's also slippery. Avoid walking or driving through it.

Be aware of areas where floodwaters have receded. Roads may have weakened and could collapse under the weight of a car. Stay out of any building if it is surrounded by floodwaters.

Use extreme caution when entering buildings; there may be hidden damage, particularly in foundations.

### **EarthquakeBefore**

Every attempt to secure shelves, heavy objects, mirrors, and electronic such as computers and printers.

### **During**

Drop, cover and hold on. Minimize your movements to a few steps to a nearby safe place and if you are indoors, stay there until the shaking has stopped and you are sure exiting is safe

If indoors

Drop to your hands and knees.

Cover your head and neck with your arms. This position protects you from falling and provides some protection for vital organs. Because moving can put you in danger from the debris in your path, only move if you need to get away from the danger of falling objects. If you can move safely, crawl for additional cover under a sturdy desk or table. If there is low furniture, or an interior wall or corner nearby and the path is clear, these may also provide some additional cover. Stay away from glass, windows, outside doors and walls, and anything that could fall, such as lighting fixtures or furniture.

HOLD ON to any sturdy shelter until the shaking stops.

Stay away from glass, windows, outside doors and walls, and anything that could fall, such as lighting fixtures or furniture.

DO NOT get in a doorway as this does not provide protection from falling or flying objects and you likely will not be able to remain standing.

Stay inside until the shaking stops and it is safe to go outside. Do not exit the ICSMM during the shaking. Research has shown that most injuries occur when people inside buildings attempt to move to a different location inside ICSMM or try to leave.

Be aware that the electricity may go out or the sprinkler systems or fire alarms may turn on.

### **After**

Do not light a match.

Do not move about or kick up dust.

Cover your mouth with a handkerchief or clothing. Tap on a pipe or wall so rescuers can locate you.

Use a whistle if one is available. Shout only as a last resort. Shouting can cause you to inhale dangerous amounts of dust.

When the Shaking Stops

When the shaking stops, look around to make sure it is safe to move and there is a safe way out through the debris.

Then exit ICSMM.

Expect aftershocks. These secondary shockwaves are usually less violent than the main quake but can be strong enough to do additional damage to weakened structures and can occur in the first hours, days, weeks, or even months after the quake. Drop, Cover, and Hold On whenever you feel shaking.

Check for injuries and provide assistance if you have training. Assist with rescues if you can do this safely. Look for and extinguish small fires. Fire is the most common hazard after an earthquake. Never use a lighter or matches near damaged areas.

Use the telephone only for emergency calls.

Go to a designated public shelter if your home had been damaged and is no longer safe. Text SHELTER + your ZIP code to 43362 (4FEMA) to find the nearest shelter in your area (example: *shelter 12345*).

Stay away from damaged areas. Stay away unless your assistance has been specifically requested by police, fire, or relief organizations. Return home only when authorities say it is safe. Be careful when driving after an earthquake and anticipate traffic light outages. After it is determined that it's safe to return, your safety should be your primary priority as you begin clean up and recovery. Leave the area if you smell gas or fumes from other chemicals. Inspect utilities. (Follow the Utility Shut Off)

### **Bomb Threats**

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Faculty and students are to act quickly, but remain calm and obtain as much information as possible and write it down. If a bomb threat is received by phone

Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does. Listen carefully. Be polite and show interest.

Try to keep the caller talking to learn more information.

If possible, write a note to a faculty member or student to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.

If your phone has a display, copy the number and/or letters on the window display. Write down as much detail as you can remember. Try to get exact words.

Immediately upon termination of the call, do not hang up, but from a different phone, contact FPS (Federal Protective Services) immediately with information and await instructions.

#### **If A Bomb Threat Is Received By Handwritten Note**

- Call 9-1-1
- Handle note as minimally as possible

#### **If A Bomb Threat Is Received By Email**

- Call 911
- Do not delete the message.

#### **Signs of a Suspicious Package**

- No return address
- Poorly handwritten
- Excessive postage
- Misspelled words
- Stains
- Incorrect titles
- Strange odor
- Foreign postage
- Strange sounds
- Restrictive notes
- Unexpected delivery

#### **Do Not**

- Use cell phones; radio signals have the potential to detonate a bomb.
- Evacuate the ICSMM until police arrive and evaluate the threat.
- Activate the fire alarm.
- Touch or move a suspicious package.

#### **Bomb Threat Call Procedures and Checklist Who to Contact**

(select one)

- Follow your local guidelines
- Federal Protective Service (FPS) Police 1-877-4-FPS-411(1-877-437-7411)
- 911

#### **Ask Caller**

When asking the caller the following, take notes on anything, you might forget and include questions:

- Where is the bomb located? (Building/Floor/Room, etc.)

- When will it go off?
- What does it look like?
- What kind of bomb is it?

- What will make it explode?
- Did you place the bomb? Yes/ No
- Why?
- What is your name?

#### Exact Words of Threat | Information about Caller

- Where is the caller located? (Background and level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points: Take any notes that may aid in the investigation.

#### **ExplosionBefore**

The following are things you can do to protect yourself, in the event of an explosion. Knowing your community's warning systems and disaster plans, including [evacuationroutes](#).

#### **During**

Get under a sturdy table.

Exit IC SMM as quickly as possible. Stay low if there is smoke. Do not stop to retrieve personal possessions or make phone calls.

[Check for fire](#) and other hazards.

Once you are out, attempt to meet at designated areas.

Move away from sidewalks or streets to be used by emergency officials or others still exiting the IC SMM. Tap on a pipe or wall so rescuers can hear where you are.

If possible, use a whistle to signal rescuers.

Shout only as a last resort. Shouting can cause a person to inhale dangerous amounts of dust. Avoid unnecessary movement so you don't kick up dust.

Cover your nose and mouth with anything you have on hand.

#### **After**

As we learned from the events of September 11, 2001, the following things can happen after a terrorist attack:

There can be significant numbers of casualties and/or damage to buildings and the infrastructure. So employers need up-to-date information about any medical needs you may have and on how to contact your designated beneficiaries.

Heavy law enforcement involvement at local, state and federal levels follows a terrorist attack due to the event's criminal nature.

Health and mental health resources in the affected communities can be strained to their limits, maybe even overwhelmed.

Extensive media coverage, strong public fear and international implications and consequences can continue for a prolonged period.

ICSMML may be closed.

ICSMML may have to evacuate, avoiding blocked roads for your safety. Clean-up may take many months.

#### **TERRORIST ATTACKS**

ICSMML does not want to dismiss or diminish the possibility to terrorism; however, we believe the risk is low in relationship to Threat/Hazards.

Based on:

Small faculty, less than 15

Small student body, less than 150  
Building has no significant interest or location  
Building does not store or contains hazardous chemicals  
No luggage is stored or kept on premise  
No underground parking

### **TIMELY WARNING**

In the event that a situation arises, either on or off campus, that, in the judgment of the Command Decision Team (CDT), constitutes an ongoing or continuing threat, a campus wide “timely warning” will be issued. The warning will be issued through ICSMM by either, verbal communications, intercom broadcast system, cell phones, emails and text, social media and signage to faculty, students and guests. Anyone with information warranting a timely warning should report the circumstances to the CDT, by phone (or in person at ICSMM of.

### **ANNUAL SECURITY REPORT**

ICSMM published and distributes an annual security report by Oct. 1 to all enrolled students and all faculty.

### **POLICIES**

#### **Policy: Preparation of Disclosure of Crime Statistics**

Tommy Galloway, CEO and a member of the CDT, prepares this report to comply with the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act (Clery Act) as amended by the Violence Against Women Reauthorization Act of 2013. The full text of this report can be located on our web site at [www.IndianaMassageCollege.com](http://www.IndianaMassageCollege.com). This report is prepared in cooperation with the local law enforcement agencies surrounding our main campus. Local law enforcement provides updated information on their educational efforts and programs to comply with the Act.

Campus crime, arrest and referral statistics include those reported to the Police Department and Command Decision Team. These statistics may also include crimes that have occurred in private residences or businesses and is not required by law. ICSMM accepts information on a voluntary or confidential basis, should they feel it is in the best interest of the client. A procedure is in place to anonymously capture crime statistics disclosed confidentially during such a session.

Each year, an e-mail notification is made to all enrolled students that provide the web site to access this report. Faculty receives similar notification at our faculty meetings and Professional Development. All prospective faculty, potential students may obtain copies of the report at ICSMM in the Admissions Office or by calling (317)979-5923.

#### **Policy: How to Report Criminal Offenses**

To report a crime on or off campus:

Contact Police Department at (317) 571-2500 (non- emergencies),

Dial 9-1-1- (emergencies only). Additionally, you may report a crime to the following areas:

ICSMM Command Decision Team (CDT)

Campus Director (317) 412-9784

CEO Office	(317)379-6007
Director of Education	(317-379-5800
Financial Aid Office	(317) 427-6237
Clinic Manager	(317)376-8640

**Policy: Voluntary Confidential Reporting**

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

**Policy: Limited Voluntary Confidential Reporting**

The Police Department encourages anyone who is the victim or witness to any crime to promptly report the incident to the police. Because police reports are public records under state law, the Police Department cannot hold reports of crime in confidence. Confidential reports for purposes of inclusion in the annual disclosure of crime statistics can generally be made to CDT campus security authorities as identified below. Confidential reports of crime may also be made to Crime Stoppers at (317) 262-8477

**Policy: Encouragement of Accurate and Prompt Crime Reporting**

Faculty, students, and guests are encouraged to report all crimes and public safety related incidents to ICSMM in a timely manner. To report a crime or emergency on ICSMM, call the

CDT Team Leader: Jason Craft

CDT will investigate a report when it is deemed appropriate.

If assistance is required from the Police Department or the Fire Department, CDT will contact the appropriate unit. If a sexual assault or rape should occur, faculty on the scene, including CDT, will offer the victim a wide variety of services.

**Policy: Counselors and Confidential Crime Reporting**

ICSMM does not employ professional or pastoral counselors. All reports of crime will be investigated. Violations of the law will be referred to law enforcement agencies and when appropriate, to ICSMM CDT leader for review.

**Policy: Security Awareness Programs for Faculty and students**

Prior to course start, orientation is held. Students are informed that ICSMM does not have campus police. Students are informed about the campus security policies and procedures contained in this report and about crime awareness on the ICSMM and in surrounding neighbor-hoods. Similar information is presented to new CDT Members. A common theme of all awareness and crime prevention programs is to encourage faculty and students to be aware of their responsibility for their own security and the security of others.

**Policy: Security of and Access to Campus Facilities:** ICSMM has five entrances/exits equipped with locks. They are located on the South side, and west side of the building. The front entrance (west side) entrance is monitored by the front desk staff when the SCHOOL is open for business from 9am to 5pm Monday thru Thursday and from 9am to 7pm Friday,

Saturday and Sunday. All faculty have keys to all outside doors. Students only have access to enter the building by the east and west side door and are monitored by the front desk staff and faculty members.

#### **Policy: Crime Prevention Programs for Faculty and students**

Crime Prevention Programs on personal safety and theft prevention are discussed at orientation.

To enhance personal safety, and especially after dark, walk with friends or colleagues from ICSMM to your destination.

#### **Policy: Addressing Alcoholic Beverages**

The possession, sale or the furnishing of alcohol on the ICSMM campus is prohibited. ICSMM has been designated “Drug free” and under no circumstances is the consumption of alcohol permitted. The possession, sale, manufacture or distribution of any controlled substance is illegal under both state and federal laws. Such laws are strictly enforced by the Police Department. Violators are subject to disciplinary action, criminal prosecution, fine and imprisonment. It is unlawful to sell, furnish or provide alcohol to a person under the age of 21. The possession of alcohol by anyone under 21 years of age in a public place or a place open to the public is illegal. It is also a violation of the ICSMM Alcohol Policy for anyone to consume or possess alcohol in any public or private area of the ICSMM. Organizations or groups violating alcohol/substance policies or laws may be subject to sanctions by the Police.

#### **Policy: Illegal Drug Possession**

SCHOOL has been designated “Drug free” and under no circumstances is the possession, use, or sale of illegal drugs permitted. The possession, sale, manufacture or distribution of any controlled substance is illegal under both state and federal laws. Such laws are strictly enforced by the Police Department. Violators are subject to disciplinary action, criminal prosecution, fine and imprisonment. The possession, use or sale of illegal drugs on the campus is a violation of the ICSMM Illegal Drug Possession.

#### **Policy: Medical Marijuana**

The state of Indiana prohibits all use of marijuana, including the use of medical marijuana. Further, federal law prohibits use, possession, or cultivation in educational institutions and other recipients of federal funds. Therefore, the use, possession, and/or cultivation is prohibited at ICSMM, including on campus, on ICSMM's property, or at events sponsored by ICSMM. The intent of this notice is to protect the health and safety of our faculty, staff, guests, and students.

#### **Policy: Substance Abuse Education**

ICSMM has developed a contact list to prevent the illicit use of drugs and the abuse of alcohol by faculty and students. The list provides services related to drug use and abuse including dissemination of informational materials, educational programs and counseling services.

#### **Policy: Campus Safety**

All reported incidents are reviewed and applicable information is collected and presented to the proper authority. **In order to ensure that our campus remains safe, it is important for members of the campus to report this information in a timely manner.** Any suspicious activity should be considered a reasonable suspicion and reported. (Examples of suspicious activities include seeing an unescorted guest in an unapproved area, doors propped open, or unauthorized individuals using campus equipment or offices.) If it seems a situation appears abnormal to you in any way, report it.

#### **Policy: Bullying & Harassment Policy**

Bullying or implied threat, intimidation, sexual harassment and violence will not be tolerated at ICSMM.

Weapons of any kind are not permitted on campus; this includes ICSMM building and surrounding parking lot.

ICSMM will address issues involving harassment or bullying in any form; student to student; student to faculty member(s); faculty member(s) to student; or faculty member to faculty member. All faculty members and students have a responsibility to cooperate fully with the investigation of an alleged bullying or harassment complaint. Bullying means systematically and chronically inflicting physical hurt or psychological distress on one or more students or faculty. It is further defined as; unwanted purposeful written, verbal, nonverbal, or physical behavior, including but not limited to any threatening, insulting or dehumanizing gestures by a student or faculty that has the potential to create



an intimidating, hostile or offensive educational environment or cause long term damage; to cause discomfort or humiliation or unreasonably interfere with the individuals academic performance or participation, is carried out repeatedly, and is often characterized by an imbalance of power.

**Bullying** may involve, but is not limited to; unwanted teasing, threatening, intimidating, stalking, cyber stalking, cyber bullying, physical violence, theft, sexual, religious or racial harassment, public humiliation, destruction of ICSMM or personal property, social exclusion, including incitement and/or coercion, rumor or spreading of falsehoods.

**Harassment** is defined as any threatening, insulting, or dehumanizing gestures, use of technology, computer software, or written, verbal or physical conduct directed against a student or employee that places a student or employee in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with a student's educational performance, or employee's work performance; has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; has the effect of substantially disrupting the orderly operation of SCHOOL.

**Sexual Harassment** is defined as intimidating, bullying, threatening or coercion of unwanted sexual advances either physically or verbally including by means of social media and / or technological devices. Sexual harassment can also include an inappropriate promise for sexual favors. Sexual harassment can take the form of crude language of sexual nature, mild annoyances / transgressions to actual sexual assault or sexual abuse.

**Sex Offender Registry:** Individuals wishing to learn additional information about registered sex offenders may check website information for the City of Carmel. <http://www.greatfallsmt.net/police/identifying-sexual-and-violent-offender-svor-residences>

If bullying or harassment in any form occurs in ICSMM, contact any member of the faculty of ICSMM or contact the Police Department to file a report immediately. ICSMM will do everything possible to assist in this serious matter. If such a serious offense occurs, it is important to preserve evidence of the criminal offense. Information regarding area counseling centers will be provided upon request by a student or faculty member. If an offense happens where both the accused and the accuser attend ICSMM, both the accuser and the accused are entitled to the same opportunities to have others present during a disciplinary proceeding and will be informed of ICSMM'S final determination of any ICSMM disciplinary proceeding with respect to the alleged offense and any sanction that is imposed against the accused. Dismissal may occur following a final determination of said proceedings.

ICSMM will work with students to change their situation (i.e., allowing the student to take a leave of absence or enroll in a later course) if a change is requested by the victim and the change is reasonably available.

## **PERSONAL IDENTIFIABLE INFORMATION (PII) - SAFEGUARDING CONSUMER INFORMATION**

### **Procedure for Maintaining and Safeguarding Student Records**

- All student financial records are kept in a locked cabinet which is located in the Financial Aid Office.
- The Financial Aid Office is locked when unoccupied.
- The Director, Admission, and Financial Aid Officer, registrar, administrative assistant and ICSMM owners are the only persons who have keys to the student files. No other employees have keys to the file cabinets.
- The building in which the Financial Aid Office is located is protected by a security system.
- Student records are maintained on a computer software system called Genesis. This is a live system with a daily back up. All data is backed up daily in a secure fire proof location.

## **FINANCIAL AID CODE OF CONDUCT**

This policy applies to ICSMM employees and owners, and it prohibits a conflict of interest with their responsibilities with respect to Title IV loans. The policy is part of ICSMM commitment to the highest ethical standards and conduct by its employees.

ICSMM expects the highest levels of professionalism and ethical behavior from all employees whose responsibilities include student financial aid matters. These individuals must avoid even the appearance or perception of any conflict of interest regarding their student aid responsibilities. The Higher Education Opportunity Act conditions the eligibility of educational institutions to participate in Title IV programs on the development of and compliance with a code of conduct prohibiting conflicts of interest for its financial aid personnel [HEOA § 487(a)(25)].

## **ICSMM RESPONSIBILITIES**

An institutional financial aid professional is expected to always maintain exemplary standards of professional conduct in all aspects of carrying out his or her responsibilities, specifically including all dealings with any entities involved in any manner in student financial aid, regardless of whether such entities are involved in a government sponsored, subsidized, or regulated activity. In doing so, a financial aid professional should:

- Refrain from taking any action for his or her personal interest or benefit;
- Refrain from awarding financial aid to themselves or their immediate family members.
- Have a designated person in the institution, handle financial aid for immediate family members, to avoid the appearance of a conflict.
- Refrain from compiling a preferred lender list.
- Be transparent, complete, and accurate, do not auto-assign to any particular lenders.
- Refrain from taking any action he or she believes is contrary to law, regulation, or the best interests of the students and parents he or she serves;
- Do not deny, impede, or unnecessarily delay the borrower's choice of lender.
- Ensure that the information he or she provides is accurate, unbiased, and does not reflect any preference arising from actual or potential personal gain;
- Be objective in making decisions and advising his or her institution regarding relationships with any entity involved in any aspect of student financial aid;
- Refrain from soliciting or accepting anything of other than nominal value from any entity (other than an institution of higher education or a governmental entity such as the U.S. Department of Education) involved in the making, holding, consolidating or processing of any student loans, including anything of value (including reimbursement of expenses) for serving on an advisory body or as part of a training activity of or sponsored by any such entity; and
- Disclose to his or her institution, in such manner as his or her institution may prescribe, any involvement with or interest in any entity involved in any aspect of student financial aid.
- Award notifications and/or other materials shall have a breakdown of cost of attendance, all potential billable charges, identification of each award, standard terminology and definitions, as well as, renewal requirements for each award.

All this consumer information will be in a prominent location on our website.

## **Financial aid RESPONSIBILITIES OF ICSMM**

The primary goal of the financial aid professional is to help students achieve their educational potential by providing appropriate financial resources. Our members are required to exemplify the highest level of ethical behavior in helping students and families find the best ways to pay for college and demonstrate the highest level of professionalism. We take great pride in our essential task of helping our students and families determine the best ways to meet their educational expenses.

The Financial Aid Professional shall:

- Be committed to removing financial barriers for those who wish to pursue postsecondary learning.
- Make every effort to assist students with financial need free of charge.
- Be aware of the issues affecting students and advocate their interests at the institutional, state, and federal levels.
- Adhere to all applicable laws and regulations.

- Support efforts to encourage students, as early as the elementary grades, to aspire to and plan for education beyond high school.
- Always deal with others honestly and fairly, and always act in a manner that creates trust and confidence.
- Educate students and families through quality consumer information and teach them to responsibly manage expenses and debt.
- Educate students and their families through quality information that includes transparency and full disclosure on award notices.
- Respect the dignity and protect the privacy of students, and ensure the confidentiality of student records and personal circumstances.
- Ensure equity by applying all need analysis formulas consistently across the institution's full population of student financial aid applicants.
- Will inform all entities of any changes in financial aid programs that could affect student aid eligibility.
- Provide services that do not discriminate on the basis of race, gender, ethnicity, sexual orientation, religion, disability, age, or economic status.
- Private information provided to the financial aid office by the applicant is protected in accordance with FERPA and the higher education act, section 483 (a) (3) (20 U.S.C. 1090) and state and federal statutes and regulations.
- Promote the free expression of ideas and opinions, and foster respect for diverse viewpoints within the profession.
- Commit to the highest level of ethical behavior and refrain from conflict of interest or the perception thereof.
- FAFSA information is only used for the application, award, and administration of financial aid awarded under title IV of the higher Education Act.
- Maintain the highest level of professionalism, reflecting a commitment to the goals of the National Association of Student Financial Aid Administrators.
- 

#### **REPORTING VIOLATIONS OF THIS POLICY**

ICSMM expects officers and employees covered by this policy to report violations of this policy to the Financial Aid Officer. Failure to comply with this policy will result in disciplinary action, which may include termination of employment.

#### **Memorandum of Understanding**

ICSMM does not have a memorandum of understanding with law enforcement.

#### **TITLE IV FUNDING – GENERAL INFORMATION**

ICSMM educates students and/or parents in all options of financial aid available to those who qualify. We understand that all student's/family's needs are unique. We are committed to the student's educational success, a part of which includes securing the proper funding. The information from the FAFSA, provided by the student and/or parent, in conjunction with state and federal regulations determines eligibility for available programs. Many parents borrow money to help cover educational costs and living expenses for their daughter/son. ICSMM encourages parents of eligible dependent students to apply for the Federal Parent Plus Loan.

#### **TYPES OF FINANCIAL AID AVAILABLE**

##### **Federal Pell Grant (Need Based Aid)**

Pell Grants provide a foundation of financial assistance that may be supplemental by other resources and doesn't have to be repaid after graduation. Pell Grants are determined after the financial status of a student is fully reviewed. Based on a student's financial circumstances, a specific amount of money is disbursed annually toward the student's education through the Pell Grant. How much you can expect to receive from a Pell Grant is solely based on your financial situation and other criteria.

### **William D. Ford Direct Stafford Loans (Need & Non-Need Based Aid)**

Loans made through this program are referred to as Direct Loans, because eligible students and parents borrow directly from the US Department of Education. You must be enrolled at least as a half-time student to be eligible for a loan. Direct Loans include the following:

#### **Direct Stafford Loans**

- Direct Subsidized Loans – you must have financial need to receive a subsidized loan. The US Department of Education will pay (subsidize) the interest that accrues on your Direct Subsidized Loan during certain periods.
- Direct Unsubsidized Loans – financial need is not a requirement to obtain an unsubsidized loan. You are responsible for paying the interest that accrues on your Direct Unsubsidized Loan.
- Direct PLUS Loans (Plus Loans) are loans parents can obtain to help pay the cost of education for their dependent undergraduate children.

#### **G.I. Bill**

If you have spent time in the military, you are eligible to use your G.I. Bill toward your education, or the

- Bill can be transferred to your spouse or children. The G.I. Bill was specifically designed for college or vocational education. Certified by State Approving Agency for Veterans' Educational Benefits. \*These approvals are state and ICSMM specific and may not apply to all SCHOOL's. To apply go to [www.gibill.va.gov](http://www.gibill.va.gov). Bring your specific certificate of eligibility to the FAO Office to begin enrollment certification with VA.

#### **ELIGIBILITY OF TITLE IV AID**

To be eligible for Title IV Aid, the student must:

- have a high school diploma, GED or equivalent
- complete the FAFSA for each financial aid year the student is eligible for aid
- comply with ICSMM Satisfactory Academic Progress Policy
- not be in default on previous student loans
- not owe repayment on an adjusted Pell Grant
- not exceed the annual and aggregate loan limits
- have remaining eligibility if the student is a transfer student
- be enrolled in an eligible program
  
- be enrolled at least half time
- have ISIR Social Security match successful or comment code indicates successful INS match
- if male, ages 18-25 have registered with the Selective Service
- be a citizen or eligible non-citizen
- have resolved any drug convictions

#### **STEPS TO APPLY FOR TITLE IV AID**

- The student must complete the FAFSA for each financial aid year in which the student is eligible to receive aid. The Department of Education (DOE) prefers students. complete a web FAFSA at [www.fafsa.ed.gov](http://www.fafsa.ed.gov). To complete a web FAFSA, the student will need an FSA User Id. This can be obtained at [www.fafsa.ed.gov](http://www.fafsa.ed.gov) This ID is unique to each FAFSA applicant and cannot be shared with anyone else as it acts as the student's signature required to submit a FAFSA. A parent of a dependent student must also apply for a pin. The parent is required to sign the web FAFSA with their uniquely created ID.
- Once a ID number has successfully been created, a web FAFSA can now be completed. Be sure to follow all instructions when completing the FAFSA. Enter the Code, 042561, for Indiana College of Sports & Medical Massage L, Carmel, IN & 46032. This will allow disclosure of information from the FAFSA to ICSMM chosen by entering ICSMM code. In the case of a dependent student, both the student and one parent will need to

complete and sign the FAFSA application in order to be eligible for a Pell Grant. Dependency status is determined by the information that is filled out on the students FAFSA.

- If the parents of a dependent student refuse to provide information on the FAFSA; the student will not be eligible for Pell Grants and will only be eligible for unsubsidized loan funding.
- Once the FAFSA is complete, the student will receive a SAR (Student Aid Report). ICSMM will be sent an ISIR (Institutional Student Information Record) for all students who list the ICSMM code. All verification and/or corrections must be completed prior to qualifying for aid.
- If a student's FAFSA is selected for verification, the student will receive ICSMM's verification policy and a verification worksheet. The student is required to return the verification worksheet completed, as well as provide any other requested documents. If parent information is entered in the FAFSA, or the student is a dependent, parents may need to provide additional requested documents. If selected, this verification process must be completed before a student can receive federal aid. The verification process could result in a corrected ISIR and new Expected Family Contribution (EFC) number which could affect the student's unmet need and eligible need based aid, Stafford Subsidized Loans and Pell Grants.
- The Primary EFC provided on the student's ISIR will be used to calculate need and unmet need analysis through the estimated award letter. This Primary EFC number corresponds with the number of months in each academic year. The Cost of Attendance Budget for each academic year includes the student's tuition costs per academic year. These costs include tuition, applicable fees, kit and books (per the academic year in which the cost is incurred), room and board, personal expenses and transportation costs.
- ICSMM utilizes the information presented on the student's ISIR and the NSLDS (**National Student Loan Data System**) to determine the student's eligibility and to calculate the student's unmet need for the student's grade level. This is done in compliance with the Cost of Attendance Budget grade level limits based on hours in the academic year.
- Students who desire low interest Stafford Federal Student Loans must complete a Master Promissory Note or Electronic Master Promissory Note(E-MPN) at [www.studentloans.gov](http://www.studentloans.gov)
- Parents desiring to take out a low interest Federal Parent Plus Loan on behalf of their dependent daughter or son must complete a Consent to Credit Check document that is made available by the Financial Aid Office, or apply online at [www.studentloans.gov](http://www.studentloans.gov). This form must be returned completed along with a readable copy of the parents Driver's License or State ID.
- Students must complete the Entrance Loan Counseling prior to the student receiving a disbursement of any Federal loans. For Direct Loans, students may access Entrance Loan Counseling at [www.studentloans.gov](http://www.studentloans.gov)
- Students will need to accept or decline eligible aid by completing the Students Financial Aid Award Notice with the Financial Aid Officer.
- Accepted aid will be listed on the student's award letter.
- Students are required to notify ICSMM's Financial Aid Officer if they receive any additional financial assistance before or after an award letter has been issued. Scholarships or other types of financial aid could be reported throughout the year. If additional awarded aid causes the student to exceed the cost of attendance, it may be necessary to reduce the amount of previously awarded aid.

#### **SPECIAL CIRCUMSTANCES – DEPENDENCY OVERRIDE & PROFESSIONAL JUDGMENT**

- Dependency Override – Students who do not meet the Federal definition of an independent, but have unusual circumstances, may appeal their dependency status to ICSMM's Financial Aid Office. Dependency Status overrides are done on a case by case basis and a determination from the Financial Aid Officer at one institution is not binding at another institution. Successful appeals may result in an increase in the student's eligibility for aid. The Application and Verification Guide (AVG) has identified four conditions that individually or in combination with one another, do not qualify as "unusual circumstances" or that do not merit a dependency override. These circumstances are as follows:
  - Parents refusing to contribute to the student's education
  - Parents unwilling to provide information on the application or for verification
  - Parents are not claiming the students as a dependent for income tax purposes
  - Student demonstrates total self-sufficiency.

Students with special circumstances should contact ICSMM's Financial Aid Office. Those students whose appeals are

determined eligible will be required to submit three letters detailing the student's situation. The first letter must be

from the student detailing their situation and the other two letters must be from outside sources familiar with the student's situation (i.e.: Clergy, family friend, counselor, etc.)

Professional Judgment – Circumstances beyond the student's control (and/or family) that affect the student's (and/or family) income during the current academic year could result in a reduced estimated family contribution (EFC). Students with special circumstances should always complete a FAFSA and then contact the Financial Aid Office. If a student wishes to appeal the EFC based on special circumstances and is determined eligible to do so, the student should complete a Professional Judgment form and may be requested to supply supporting documentation of said circumstances.

## VERIFICATION

Students selected by CPS (Central Processing System) for the process of verification are frequently required to submit additional information and/or parent's financial & household information to the Financial Aid Office. The verification procedures will be conducted as follows:

- When selected by CPS for the process of verification, the student must submit all required documentation to the Financial Aid Office within 14 days from the date the student is notified that the additional documentation is needed for this process.
- If the student does not provide all of the required documentation within the 14 day time frame, the student will be required to make other payment arrangements until the documentation is received and the student's eligibility for federal student aid has been established.
- The Financial Aid Office reserves the right to make exceptions to the policy stated above on a case by case basis for extenuating circumstances.
- The Financial Aid Office will notify the student of any changes to their financial aid award resulting from corrections made due to the verification process. An adjustment will be made to the student's financial aid award as required by federal regulations and an addendum to the existing award letter or a new award letter will be issued.

## DEFERMENT

Students who are enrolled at least half time can apply for deferment of previous student loans while in attendance at ICSMM . Please log on to [www.nsls.ed.gov](http://www.nsls.ed.gov) to find your current loan servicer and to find out more details on "in-SCHOOL deferment".

## COST OF ATTENDANCE (COA)

Cost of Attendance falls into two categories, Cost of Attendance for "Dependent" students living at home and "All Others" (Dependent students living in an apartment, and Independent students) It is based on the length of the course, tuition and fees, loan fees, as well as average national room and board, personal expenses, and transportation costs.

<b>MASSAGE THERAPY (Effective date 01/01/2016)</b>		
	Dependent (1AY)	All Others (1AY)
Number of Months	9	
Tuition	\$9376.75	
Books/Supplies	\$460	
Registration fee	\$100	
Other		
Loan Fees		

Room & Board		
Personal		
Transportation		
Total	\$9936.75	

**\*\*\*\*\*To Be Updated Upon Title IV approval\*\*\*\*\***

Room & Board /Month for Dependents living at home  
 \$0.00/Month for All others Personal  
 Expenses \$000/Month  
 Transportation Expenses \$000/Month  
 \*\*\*To be update upon Title IV approval\*\*\*\*\*

**HOW FUNDS WILL BE DISBURSED:**

In order to receive their Pell Grant/Direct Loan Disbursements, students are required to have a Satisfactory Academic Progress (SAP) average of 80%. This figure is arrived at by averaging grades from the following areas: classroom work, projects, clinic performance, as well as an 80% or higher attendance requirement. First disbursement is scheduled for the first day of classes for Pell and thirty days after class begins for direct loans.

Course	Disbursement Schedules (hours)									
		375								
Massage Therapy		x								

At the time of disbursement, the student will sign a line receipt acknowledging the disbursement and the status of their account.

**DISBURSEMENT OF TITLE IV CREDIT BALANCE REFUND SUMMARY**

If the student has a credit balance as a result of Title IV (financial aid) that exceeds his or her tuition and fee charges for the payment period in which the disbursement occurred, the student will have a credit balance. All credit balance refunds will be issued by check within 14 calendar days of the date of disbursement.

**A TITLE IV CREDIT BALANCE REFUND WILL BE GIVEN TO THE PARENT IF:**

The amount of the PLUS loan is greater than the student's tuition and fees charges for the payment period in which the disbursement occurred. All credit balance refunds will be issued by check within 14 calendar days of the date of disbursement.

**EFFECTS OF STUDENT LOANS**

- If the student receives other forms of financial assistance such as scholarships it may reduce the student or the student's parent eligibility for Federal Aid.
- Loans must be repaid, even if the student does not finish their education. Loan repayment begins 6 months from the date of graduation or withdrawal.
- If a student does not return from a maximum of 180-day Leave of Absence, the student's loans immediately enter repayment.
- Failure to repay a student loan will leave a negative mark on the borrower's credit.
- Over borrowing of student loans may cause a borrower to pay more than their earning potential can handle, especially during the early years of repayment.

**LOAN DISCLOSURES**

- Student loan information published by the US Department of Education (The Guide to Federal Student Aid) is available in the Financial Aid Office.



- NSLDS (National Student Load Data System) – student loans will be submitted to the NSLDS and will be accessible by guaranty agencies, lenders and ICSMM determined to be authorized users of the data system.

**PRIVATE LOAN DISCLOSURES**

ICSMM offers private students to those who qualify. Private loans are serviced by UNISA. Private loan disclosures are listed below.



## Private Education Loan Applicant Self-Certification

OMB No. 1845-0101  
Form Approved  
Exp. Date 05-31-2016

Lending Act, a lender must obtain a self-certification signed by the applicant before disbursing a private education loan. The school is required on request to provide this form or the required information only for students admitted or enrolled at the school. Throughout this Applicant Self-Certification, “you” and “your” refer to the applicant who is applying for the loan. The applicant and the student may be the same person.

**Instructions: Before signing, carefully read the entire form, including the definitions and other information on the following page. Submit the signed form to your lender.**

**SECTION 1: NOTICES TO APPLICANT**

- Free or lower-cost Title IV federal, state, or school student aid may be available in place of, or in addition to, a private education loan. To apply for Title IV federal grants, loans and work-study, submit a Free Application for Federal Student Aid (FAFSA) available at [www.fafsa.ed.gov](http://www.fafsa.ed.gov), or by calling 1-800-4-FED-AID, or from the school’s financial aid office.
- A private education loan may reduce eligibility for free or low-cost federal, state, or school student financial aid.
- You are strongly encouraged to pursue the availability of free or lower-cost financial aid with your school’s financial aid office.
- The financial information required to complete this form can be obtained from the school’s financial aid office. If the lender has provided this information, you should contact your school’s financial aid office to verify this information and to discuss your financing options.

**SECTION 2: COST OF ATTENDANCE AND ESTIMATED FINANCIAL ASSISTANCE**

**If information is not already entered below, obtain the needed information from the school financial aid office and enter it on the appropriate line. Sign and date where indicated. See Section 5 for definitions of financial aid terms.**

A. Student’s cost of attendance for the period of enrollment covered by the loan B. Estimated financial assistance \_\_\_\_\_  
for the period of enrollment covered by the loan \_\_\_\_\_

C. Difference between amounts A and B: \_\_\_\_\_

**WARNING:** If you borrow more than the amount on line C, you risk reducing your eligibility for free or lower-cost federal, state, or school financial aid \_\_\_\_\_

**SECTION 3: APPLICANT INFORMATION**

**Enter or correct the information below.**

Name and Address of School

Applicant Name ( first, last, MI) \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_  
 Permanent Street Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Area Code/Telephone Number-Home \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Period of Enrollment Covered by the Loan (mm/dd/yyyy) \_\_\_\_\_

If the student is not the loan applicant, provide the student's name and date of birth.

Student Name (last, first, MI) \_\_\_\_\_ Student Date of Birth  
 (mm/dd/yyyy)\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**SECTION 4: APPLICANT SIGNATURE**

I **certify** that I have read and understood the notices in Section 1 and, to the best of my knowledge, the information provided on this form is true and correct.

Unisa Test

**Signature of Applicant**

Date: (mm/dd/yyyy)

ULDTN:

**SECTION 5: DEFINITIONS**

**Cost of attendance** is an estimation of tuition and fees, room and board, transportation and other costs for the period of enrollment covered by the loan, as determined by the school. A student's cost of attendance may be obtained from the school financial aid office.

**Estimated financial assistance** is all federal, state, institutional (school), private and other sources of assistance used in determining eligibility for most Title IV student aid, including amounts of financial assistance used to replace the expected family contribution. The student's estimated financial assistance is determined by the school, and may be obtained from the school's financial aid office.

A **lender** is a private education lender as defined in Section 140 of the Truth in Lending Act; and any other person engaged in the business of securing, making, or extending education loans on behalf of the lender.

A **period of enrollment** is the academic year, academic term (such as semester, trimester, or quarter) or the number of weeks of instructional time for which the applicant is requesting student financial assistance.

A **private education loan** is a loan provided by a private education lender that is not a Title IV loan and that is issued expressly for postsecondary education expenses to a borrower, regardless of whether the loan is provided through the school that the student attends or directly to the borrower from the private education lender. A private education loan does not include **(1)** An extension of credit under an open end consumer credit plan, a reverse mortgage transaction, a residential mortgage transaction, or any other loan that is secured by real property or a dwelling; or **(2)** An extension of credit in which the school is the lender if the term of the extension of credit is 90 days or less or an interest rate will not be applied to the credit balance and the term of the extension of credit is one year or less, even if the credit is payable in more than four installments.

**Title IV student financial aid** includes the Federal Pell Grant Program, the Federal Supplemental Educational Opportunity Grant (FSEOG) Program, the Federal

Work-Study (FWS) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan Program, and the Teacher Education Assistance for College and Higher

Education (TEACH) Grant Program. To apply for Title IV federal grants, loans, and work-study, submit a Free Application for Federal Student Aid (FAFSA), which is available at [www.fafsa.gov](http://www.fafsa.gov), by calling 1-800-4-FED-AID, or from the school's financial aid office.

**SECTION 6: PAPERWORK REDUCTION NOTICE**

**Paperwork Reduction Notice:** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0101. The time required to complete this information collection is estimated to average 0.25 hours (15 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. ***If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:*** U.S. Department of Education, Washington, DC 20202-4651

***If you have any comments or concerns regarding the status of your individual submission of this form, contact your lender.***

ULDTN:

**IMPORTANT TRUTH IN LENDING DISCLOSURES ABOUT YOUR EDUCATIONAL SERVICES  
INSTALLMENT PAYMENT AGREEMENT**



Example Loan Interest Rate & Fees

**Your interest rate will be:**  
**10.00%**

**Your Interest Rate during the life of the loan**  
**Your rate is fixed.**

**Loan Fees**

**Late Charge:** \$5

**Returned Check Charge:** \$20

Loan Cost Examples

**This program recommends an out of school  
minimum monthly payment of \$150. This could  
reduce the term of your loan.**

The total amount you will pay for this financing will vary depending upon the amount of your in school payment. You may be offered one of the following in-school payment options below depending upon your financial need.

In School Payment Option	Amount Provided By The School	Interest Rate	Loan Term (how long you have to pay off the loan)	Total Paid over the Loan Term
1. \$50 in school monthly Payment	\$10,000	10.00%	11 years 3 months	\$15,418.73
2. \$150 in school monthly Payment	\$10,000	10.00%	11 years 3 months	\$14,540.02

**About this example**

The repayment example assumes that you remain in school for 3 years.

Federal Loan Alternatives

**You must apply for and accept all available forms of Federal education loans in order to qualify for this financing.**

Loan Program	Current Interest Rates by Program Type	<b>You may qualify for Federal education loans.</b>
PERKINS (for Students)		For additional information, contact your school’s financial aid office or the Department of Education at: <a href="http://www.federalstudentaid.ed.gov">www.federalstudentaid.ed.gov</a>
STAFFORD (for Students)	Undergraduate Subsidized Undergraduate Unsubsidized & Graduate	
PLUS (for Parents and Graduate / Professional Students)	Federal Family Education Loan Federal Direct Loan	

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TILA 1A

ULDTN:

Next Steps

**1. Find Out About Other Loan Options.**

Contact your school’s financial aid office or visit the Department of Education’s website at: [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov) for more information about other loans.

**2. To Apply for this Loan, Complete the Self-Certification Form**

You may get the certification form from your school’s financial aid office. If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law).

**REFERENCE NOTES**

**Eligibility Criteria**

**Borrower**

- Must apply for and accept all Federal Student aid.

**Co-signers**

- Rates are typically higher without a co-signer.
- Must be 18 years or older at the time of loan application.

**Bankruptcy Limitations**

- Must be 18 years or older at the time you
- If you file for bankruptcy you may still be required to pay back this loan apply.

**More information about loan eligibility and repayment deferral or forbearance options is available in your Educational Services Installment Payment Agreement.**

TILA 1A

I certify that I have read and understand this Truth in Lending Disclosure

**Unisa Test**

ULDTN:

**IMPORTANT TRUTH IN LENDING DISCLOSURES ABOUT YOUR EDUCATIONAL SERVICES INSTALLMENT PAYMENT AGREEMENT**

**BORROWER:**

**CREDITOR:**

**Loan Rates & Estimated Total Costs**

Total Loan Amount	Interest Rate	Finance Charge	Total of Payments

The total amount you are financing.      Your current interest rate.      The estimated dollar amount      The estimated amount you financing.      the credit will cost you.      will have paid when you

have made all payments.

Amount paid to you	
Amount applied to your charge	
	+
Amount Financed (total amount provided)	=
Initial Finance Charges	
	+
<b>Total Loan Amount</b>	=

**ITEMIZATION OF AMOUNT ABOUT YOUR INTEREST RATE FINANCED**

- Your rate is fixed
- Your Annual Percentage Rate (APR) is

**FEES**

- Late Charge: Returned
- Check Charge:

Estimated

Repayment Schedule & Terms

TERM LOAN FOR:	
<b>In School Payments:</b>	<b>MONTHLY PAYMENTS</b>
to monthly payments	
<b>Out of School Payments:</b>	
to monthly payments	

Federal Loan Alternatives

You must apply for and accept all available forms of Federal education loans prior to accepting this financing. For additional information, contact your campus's student finance aid office or the Department of Education at [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov)

Loan Program	Current Interest Rates by Program Type
PERKINS (for Students)	
STAFFORD (for Students)	Undergraduate Subsidized Undergraduate Unsubsidized & Graduate
PLUS (for Parents and Graduate/Professional/Students)	Federal Family Education Loan  Federal Direct Loan

TILA 1B

ULDTN:

Next Steps & Terms of Acceptance

**This offer is good until:**

1. Find out about other loan options.  
Contact your school's financial aid office for more information.
2. You have until the date listed to the left to accept this offer.

If you do not accept this financing your unfunded tuition and charges must be paid in full in order for you to attend classes. The terms of this offer will not change except as permitted by law.

3. To accept the terms of this financing, please sign the enclosed APEX Educational Services Installment Payment Agreement.

**REFERENCE NOTES**

Prepayments:

- If you pay the loan off early, you will not have to pay a penalty. See your financing agreement for any additional information about nonpayment, default or any required repayment in full before the scheduled date.

**Bankruptcy Limitations**

- If you file for bankruptcy you may still be required to pay back this loan.

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*TILA 1B*

I certify that I have read and understand  
this Truth in Lending Disclosure

**Unisa Test**

ULDTN:

**APEX Educational Services Installment Payment Agreement**

<p><b>Covering Payments for activity during:</b></p> <p><b>Student's Information:</b>  <b>Name:</b> _____  <b>Address:</b> _____</p> <p><b>Social Security Number:</b> _____  <b>DOB:</b> _____ <b>Telephone #:</b> _____</p> <p><b>Email:</b> _____</p> <p><b>Cosigner's Information:</b>  <b>Name:</b> _____  <b>Address:</b> _____</p> <p><b>Social Security Number:</b> _____  <b>DOB:</b> _____ <b>Telephone #:</b> _____</p> <p><b>Email:</b> _____</p> <p><b>Date:</b> _____</p> <p>In this agreement and disclosure, "I", "me" and "my" refer to the student and cosigner named above and "you" and "your" refer to the School.</p> <p>1. Goods and/or Services Sold. I have agreed to buy the following educational program on credit:</p> <p>The agreed price for the educational program for the terms specified above is _____ and payment of _____ of the cost of the educational program is estimated to come from other sources, including Federal student loans and grants.</p> <p><b>The Amount Financed shown below is the best faith estimate of the unpaid portion of the agreed price for the educational program based on the estimated amount of other payment sources available. I may be allowed, in your sole discretion, to include later purchases from you under this agreement. If you agree to include later purchases, you will add the unpaid balance of the Amount</b></p>	<p><b>Terms Created on:</b> _____</p> <p><b>School:</b> _____</p> <p><b>Address:</b> _____</p> <p>“NOTICE TO CALIFORNIA RESIDENTS ONLY PURSUANT TO ED CODE §94916”  “YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.”</p> <p align="center"><b>ITEMIZATION OF THE AMOUNT FINANCED</b></p> <p>1. CASH PRICE  (a) Cash Price of Educational Program Purchased _____  (b) Taxes _____  Total Cash Price _____</p> <p>2. AMOUNTS PAID TO PUBLIC OFFICIALS _____</p> <p>3. TOTAL (1+2) _____</p> <p>4. ESTIMATED AMOUNT OF OTHER SOURCES OF FUNDING _____</p> <p>5. PREPAID FINANCE CHARGE _____</p> <p>6. AMOUNT FINANCED ((3-4)+5) _____</p> <p>The amount financed shown above is based on an estimate of the amount of other sources of funding available. In the event the actual amount of the other sources of funding shown above is different than the</p>
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**Financed to the amount financed with respect to the later purchases which will result in a single schedule of payments (a "consolidation"). The total amount financed will not exceed the total cost of educational services received by me through my last date of attendance less all other sources of funding I receive.**

2. Promise to Pay. I promise to pay you a Total of Payments equal to:

The Enrollment Agreement provides the complete program cost. The amount in this Agreement is the part of the complete program cost, which includes the agreed price, interest charges, and any other amounts financed by you, less any payments coming from others sources of funding, including federal student loans and grants. I will pay you in installments as listed below in my Payment Schedule. My final payment will be for any unpaid balance and accrued interest not yet paid. I will send payments to any address you specify.

(additional items contained on next page)

estimated amount, the amount financed will be adjusted.

Federal Truth-In-Lending Act Disclosures

	<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me	<b>Amount Financed</b> The amount of credit provided to me or on my behalf	<b>Total of Payments</b> The amount I will have paid after I have made all payments as scheduled	<b>Total Sale Price</b> The total cost of my purchase including my down payment of
<b>In School</b>					
<b>Out of School</b>					
<b>Total</b>	N/A				

Failure to pay in school payments will result in the balance of any unpaid student payments being added to the out of school balance and will be subject to the same interest charges. In school payments also include the first three monthly payments after the student withdraws from the school.

**My Payment Schedule Will Be:**

	Number	Amount Total	Each Pymt	Beginning
In School:				
*Out of School:				
Total:				

\*out of school payments may be higher if subsequent loans are created. If no subsequent loans are created,

the loan term length may be adjusted such that the minimum monthly payment will be \$150.00.

**Signatures.**

I acknowledge receipt of the completed APEX Educational Services Installment Payment Agreement, including the Truth-in-Lending disclosure. By signing below, I agree to all terms and conditions of the Agreement, including the "Additional Terms" below.

**UNISA Test**  
Student's Signature

Date

Cosigner's Signature

Date

**Cosigner:** Please see the Cosigner Disclosure for important information regarding the responsibilities of a cosigner.

School's Signature

Date

**Additional Terms**

**1. Prepayment:** If I pay off early, I will not have to pay a penalty.

I understand the rest of this agreement contains additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment penalties and refunds.

**2. Interest and Charges:** I promise to pay you interest on the unpaid balance of the Amount Financed at a fixed rate of interest.

**3. Default:** I will be in default if any of the following happen: (a) I do not make a payment when due or in the full amount; (b) I do not keep any of my other promises in this agreement; or (c) I file for bankruptcy or a bankruptcy is filed against me or a guarantor of this agreement. If I am in default, you may require immediate payment of the entire unpaid balance of the then current Amount Financed and any other amount I owe to you. You may, but are not required to give me notice of my default and the fact that you do not provide notice will not be a waiver of any of your rights. In the event that any action to enforce the terms of this agreement is brought, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

**4. Dishonored Payment:** If I pay you by check and it is returned, I agree to pay you a service charge of \$20.

**5. Late Charges:** I agree that any installment past due more than 10 days is subject to a late charge of \$5.

**6. Privacy Policy:** Both parties agree to be bound by the privacy policy that is included in the Catalog and Enrollment Agreement for

**7. Arbitration:**

I agree that any claim, dispute or controversy between us or claim by either of us against the other or any employees, agents or assigns of the other (including but not limited to any claim arising from or relating to this agreement or the relationships which result from this agreement, no matter against whom made and including any claim regarding the applicability of this arbitration clause and the validity of the entire agreement) at your request or my request, be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Code of Procedure in effect at the time the claim is filed. Any arbitration hearing will take place at a location near my residence.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16. Judgment upon the award may be entered in any court having jurisdiction. Nothing in this agreement shall be construed to prevent either party's use of bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral security or property interests for contractual debts now or hereafter owed by either party to the other under this agreement. I understand that my arbitration fees will be waived by the AAA in the event I cannot afford to pay them. I also understand that you will pay that portion

of my arbitration filing fee that exceeds the court filing fee that I would have paid for the jurisdiction where I live. <sup>9.</sup>

I UNDERSTAND THAT IF ONE OF US CHOOSES ARBITRATION WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE OUR CASE, BUT WE CHOSE TO WAIVE THOSE RIGHTS AND HAVE DISPUTES DECIDED THROUGH ARBITRATION.

**8. Jurisdiction:**

Unless otherwise required by applicable law, this agreement shall be construed under and controlled by laws of the state of

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES (SCHOOL) OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Cosigner Disclosure For APEX Educational Services Installment Payment Agreement**

You are being asked to guarantee this debt. Think carefully before you do. If the borrower (student) doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower (student) does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor (school) can collect this debt from you without first trying to collect from the borrower (student). The creditor (school) can use the same collection methods against you that can be used against the borrower (student), such as suing you, garnishing your wages, etc.

If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

**IMPORTANT TRUTH IN LENDING DISCLOSURES ABOUT YOUR EDUCATIONAL SERVICES INSTALLMENT  
PAYMENT AGREEMENT**

<b>BORROWER:</b>	<b>CREDITOR:</b>

**RIGHT TO CANCEL**

You have a right to cancel this transaction, without penalty, by midnight on the date below. No amounts will be applied to finance your tuition and fees until the cancellation period expires. If you cancel the unfinanced portion of your tuition and fees will immediately become due.

**You may cancel by calling:**  
**Cancel Date:**

**Loan Rates & Estimated Total Costs**

<b>Total Loan Amount</b>	<b>Interest Rate</b>	<b>Finance Charge</b>	<b>Total of Payments</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
The total amount you are estimated amount you financing.	Your current interest rate. the credit will cost you.	The estimated dollar amount will have paid when you have made all payments.	The

**ITEMIZATION OF AMOUNT ABOUT YOUR INTEREST RATE FINANCED**

<b>Amount paid to you</b>		
<b>Amount applied to your charges</b>	+	
<b>Amount Financed (total amount provided)</b>	=	
<b>Initial Finance Charges</b>	+	
<b>Total Loan Amount</b>	=	

• Your rate is fixed

• Your Annual Percentage Rate (APR) is

**FEEES**

Late Charge: Returned Check

Charge:

**Estimated Repayment Schedule & Terms**

<b>TERM LOAN FOR:</b>	
<b>In School Payments:</b>	<b>MONTHLY PAYMENTS</b>
to monthly payments	
<b>Out of School Payments:</b>	
to monthly payments	

**REFERENCE NOTES**

**Prepayments:**

- If you pay the loan off early, you will not have to pay a penalty.

See your financing agreement for any additional information about nonpayment, default or any required repayment in full before the scheduled date.

**Bankruptcy Limitations**

- If you file for bankruptcy you may still be required to pay back this loan.

I certify that I have read and understand this Truth in Lending

**UNISA TEST**

Disclosure

ULDTN:

**ANNUAL AND AGGREGATE LOAN LIMITS FOR DIRECT STAFFORD LOANS**

(3rd yr. and beyond and maximum total debt from direct Stafford loans when you graduate can be found in the “Your Federal Student Loans” guide in the FA Office)

<b>Year</b>	<b>Dependent undergraduate students (except students whose parents are unable to obtain PLUS loans)</b>	<b>Independent undergraduate students (and dependent students whose parents are unable to obtain PLUS loans)</b>
First Year	\$5,500-No more than \$3,500 of this amount may be in subsidized loans.	\$9,500-No more than \$3,500 of this amount may be in subsidized loans.
Second Year	\$6,500-No more than \$4,500 of this amount may be in subsidized loans	\$10,500 -No more than \$4,500 of this amount may be in subsidized loans
Third Year	\$6,500-No more than \$4,500 of this amount may be in subsidized loans	\$10,500 -No more than \$4,500 of this amount may be in subsidized loans

**Terms and Conditions**

<b>Loan Program</b>	<b>Eligibility</b>	<b>Fixed annual interest rate</b>	<b>Annual loan limit</b>	<b>Maximum loan amount allowed when you graduate</b>	<b>Details</b>

Direct Subsidized Stafford Loans	Undergraduate and graduate students enrolled at least half time. Must demonstrate financial need	For loans first disbursed on or after July 1, 2011 and before July 1, 2013: 3.4% For loans first disbursed on or after July 1, 2013 and before July 1, 2014: 3.86% For loans first disbursed on or after July 1, 2014 and before July 1, 2015: 4.66%	\$3,500 - \$8,500, depending on year in school	Undergraduate students: \$23,000	The US Department of Education is the lender and pays the interest on the loan while you are in school at least half time and during grace and deferment periods.
Direct Unsubsidized Stafford Loans	Undergraduate and graduate students enrolled at least half time. Financial need is not required	For loans first disbursed on or after July 1, 2014 and before July 1, 2015: 4.66%	\$5,500-\$20,500 (less any subsidized amount received for the same period) depending on year in school and dependency status	Dependent undergraduate students: \$31,000 (no more than \$23,000 of this amount may be in subsidized loans) Independent undergraduate students: \$57,500 (no more than \$23,000 of this amount may be subsidized loans)	The US Department of Education is the lender. You are responsible for paying all interest on the loan starting on the date the loan is first disbursed.

Direct PLUS Loans	Graduate and professional students and parents of dependent	7.21%	The student's cost of attendance (determined	No aggregate limit for PLUS loans	The US Department of Education is the lender. The loan is unsubsidized.
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	undergraduate students. Students must be enrolled at least half time. Financial need is not required. Those qualifying must not have adverse credit history.		by the school) minus any other financial aid received	(i.e. You are responsible for paying all interest).
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**Insert Tuition Options Samples Here**

**STUDENT (BORROWER’S) RIGHTS**

You have a right to know the details of your loan (depending on your loan, some of the following might be included as part of your entrance counseling). Below is what you need to know and must receive from ICSMM, lender or the Direct Loan Servicing Center:

- The full amount of the loan and the current interest rate;
- The date you must start repayment;
- A complete list of any charges you must pay (loan fees) and information on how those charges are collected;
- Information about the yearly and total amounts you can borrow;
- Information about the maximum repayment periods and the minimum repayment amount;
- An explanation of [default](#) and its consequences; and
- An explanation of available options for consolidating your loans and a statement that you can prepay your student loan(s) at any time without a penalty.

Before you leave ICSMM, you will receive the following information about your loan (as part of exit counseling) from ICSMM, lender or the Direct Loan Servicing Center:

- A current description of your loans, including average anticipated monthly payments.
- The amount of your total debt (principal and estimated interest), your current interest rate and the total interest charges on your loan;
- If you have FFEL<sup>SM</sup> Loans, the name of the lender or agency that holds your loans, where to send your payments and where to write or call if you have questions;
- If you have Direct Loans, the address and telephone number of the U.S. Department of Education’s Direct Loan Servicing Center;
- An explanation of the fees you might be charged during the repayment period, such as late charges and collection or litigation costs if you’re delinquent or in [default](#);
- A reminder of available options for loan consolidation and a reminder that you can prepay your loan without penalty at any time.
- A description of applicable deferment, forbearance and discharge (cancellation) provisions;
- Repayment options and advice about debt management that will help you in making your payments;

- Notification that you must provide your expected permanent address and the name and address of your expected employer; and Notification that you must also provide any corrections to your ICSMM's records concerning your name, Social Security number, references and driver's license number (if you have one).



If you are attending ICSMM at least [half-time](#), you have a set period of time after you graduate, leave ICSMM or drop below [half-time](#) status before you must begin repayment on a Stafford or Perkins Loan. This period of time is called a grace period.

- You will receive a grace period before your repayment period begins on a Stafford or Perkins Loan.
- Your grace period will be six or nine months depending on the type of loan.
- PLUS Loans do not have a grace period. For more information, see "[When do parents and graduate and professional degree students begin repaying a PLUS Loan?](#)"
- If you are in active military duty for more than 30 days, the grace period will be delayed.

Your ICSMM, lender or the Direct Loan Servicing Center, as appropriate, must give you a loan repayment schedule that states:

- when your first payment is due;
- the number and frequency of payments; and
- the amount of each payment.

If you or your parents borrow under the FFEL Program, you (or your parents, or graduate and professional degree students for PLUS Loans) must be notified when the loan is sold if the sale results in making payments to a new lender or agency. Both the old and new lender must provide this notification. You must be given:

- the identity of the new lender or agency holding the loan; and
- the address where you or your parents must send payments, and the telephone numbers of both the old and new lender or agency.

#### **STUDENT (BORROWER) RESPONSIBILITIES**

- **Borrower** – it is the responsibility of the student to:
- Think about how much you are borrowing: how the amount of loan will affect your future finances, and what your repayment obligation means before you take out a student loan.
- Students will need to accept or decline eligible aid. Accepted aid will be listed on the student's award letter.
- Sign a promissory note: you are agreeing to repay the loan according to the terms of the note even if you do not complete your education, can't get a job after you complete the program, or you didn't like the education that you received. You can do this online at [www.studentloans.gov](http://www.studentloans.gov). This promissory note can be signed electronically or hard copy before any loan funds can be disbursed.
- Make payments on time: you are required to make payments on time even if you don't receive a bill, repayment notice, or a reminder. You also must make monthly payments in the full amount required by your repayment plan. Partial payments do not fulfill your obligation to repay your student loan on time.
- Continue to pay your loans while waiting for deferment or forbearance approval.
- Keep in touch with your loan servicer: notify your servicer when you graduate; withdraw from ICSMM, drop below half-time status, change your name, address, or social security number; or transfer to another school.

- **Entrance Counseling:** First-time borrowers must complete an entrance counseling session before your first loan disbursement. This session includes useful tips and tools to help you develop a budget for managing your education expenses and help you to understand your loan responsibilities. Each student will complete the Department of Education's entrance counseling online at [www.studentloans.gov](http://www.studentloans.gov).
  - Review deferment
  - Importance of keeping financial aid papers
  - Reinforce the importance of repayment
  - Importance that loan repayment is required even if the student does not finish their education
  - Default and its consequences
  - How to use the MPN or E-MPN
  - Explain interest and capitalization
  - Provide sample monthly repayment amounts and the importance of not over borrowing
  - NSLDS and how to access the system
  - Contact information for questions
  - Notification of change of name or address
  - Withdrawal from the program and how the withdrawal will affect the student
  
- **Exit Counseling:** Students must complete exit counseling before you leave ICSMM to make sure you understand your rights and responsibilities as a borrower. The exit counseling interview will be scheduled no sooner than 1 week after the student completes the course hours. Each student will complete the Department of Education's exit counseling online at [www.nsls.ed.gov](http://www.nsls.ed.gov) and [www.studentloans.gov](http://www.studentloans.gov), as well as discuss the following during your personal appointment with the FAO :
  - Review information concerning loans from entrance interview
  - Review repayment options including seriousness and importance
  - Review average in-debtness of student borrowers and anticipated monthly repayment amount
  - Provide information on loan consolidation (pros and cons)
  - Discuss how to contact the party servicing the student borrowers direct loans
  - Discuss debt management strategies
  - Provide information on forbearance, deferment and cancellation options
  - Describe the likely consequences of default
  - How to access the NSLDS website and availability of FSA Ombudsman's Office
  - Help the borrower understand their rights and responsibilities concerning loan repayment
  - Collect updated personal contact information for the borrower

**Repayment of Loans:** There is a set time period after a student graduates, leaves ICSMM or drops below half-time status before the student must begin repayment of loan(s). This period of time is called a grace period and gives the student the time to get financially settled and select a repayment plan. The grace period for a Direct Stafford loan is six months. Plus Loans do not have a grace period. Depending on the type of loan a student receives and the repayment plan chosen, the student may have from 10-25 years to repay the loans. Monthly repayment amount will depend on the type of loan, size of debt,

length of repayment period and repayment plan chosen. For more information, go online to [www.studentaid.ed.gov/repaying](http://www.studentaid.ed.gov/repaying).

Sample of Schedule of Repayment				
Total Monthly Payments at Various Interest Rates				
Amount Owed	6%	6.80%	7.50%	8.25%
\$1,000	\$50	\$50	\$50	\$50
\$2,000	\$50	\$50	\$50	\$50
\$3,000	\$50	\$50	\$50	\$50
\$4,000	\$50	\$50	\$50	\$50
\$5,000	\$56	\$58	\$59	\$61
\$6,000	\$67	\$69	\$71	\$74
\$7,000	\$78	\$81	\$83	\$86
\$8,000	\$89	\$92	\$95	\$98
\$9,000	\$100	\$104	\$107	\$110
\$10,000	\$111	\$115	\$119	\$123
\$15,000	\$167	\$173	\$178	\$184
\$20,000	\$222	\$230	\$237	\$245
\$25,000	\$278	\$288	\$297	\$307
\$30,000	\$333	\$345	\$356	\$368
\$35,000	\$389	\$403	\$415	\$429
\$40,000	\$444	\$460	\$475	\$491
\$45,000	\$500	\$518	\$534	\$552
\$50,000	\$555	\$575	\$594	\$613

This chart is intended to show monthly payments at various debt and interest rates. This chart is for a standard ten-year repayment plan. The amounts above include all outstanding loan balances at the time of entering repayment. The last payment in the ten-year cycle may be smaller than the amount listed above.

#### **INTERNAL GRIEVANCE PROCEDURE POLICY**

ICSMM maintains an “open door” policy allowing students or other interested parties the opportunity to discuss any issue’s necessary. Most of these issues can be resolved at the school level. ICSMM will receive and process complaints that state facts that reasonably suggest that I C S M M may not be in compliance with the Federal, State, or A C C E T standards and criteria. ICSMM makes available to all prospective and enrolled students an Internal Grievance Procedure Policy with which ICSMM is required to comply with for students should they have the desire to register a complaint at any time. ICSMM will make every attempt to resolve any student complaint that is not frivolous or without merit. Complaint procedures will be included in new student orientation thereby assuring that all students know the steps to follow should they desire to register a complaint at any time. Evidence of final resolution of all complaints will be retained in ICSMM’s files in order to determine the frequency, nature, and patterns of complaints for the institution. The following procedure outlines the specific steps of the complaint process.

- The student should register the complaint in writing on the designated form provided by the institution within 5 days of the date that the act which is the subject of the grievance occurred.
- The complaint form will be given to Elizabeth Bradshaw.
- The complaint will be reviewed by Administration and a response will be sent in writing to the student within 10 days of receiving the complaint. The initial response may not provide for final resolution of the problem but will notify the student of continued investigation and/or actions being taken regarding the complaint.
- If the complaint is of such nature that it cannot be resolved by the management, it will be referred to an appropriate agency if applicable.
- Depending on the extent and nature of the complaint, interviews with appropriate staff and other students may be necessary to reach a final resolution of the complaint.
- In cases of extreme conflict, it may be necessary to conduct an informal hearing regarding the complaint. If necessary, administration will appoint a hearing committee consisting of one member selected by ICSMM who has had no involvement in the dispute and who may also be a corporate officer, another member who may not be related to the student filing the complaint or another student in ICSMM, and another member who may not be employed by ICSMM or related to ICSMM owners. The hearing will occur within 30 days of committee appointment. The hearing will be informal with the student presenting his/her case followed by ICSMM's response. The hearing committee will be allowed to ask questions of all involved parties. Within 15 days of the hearing, the committee will prepare a report summarizing each witness' testimony and a recommended resolution for the dispute. ICSMM administration shall consider the report and either accept, reject, or modify the recommendations of the committee. ICSMM Administration shall consider the report and either accept, reject, or modify the recommendations of the committee.
- Students must exhaust the institution's internal complaint process before submitting the complaint to the ICSMM's accrediting agency, if applicable. For more information, go to ACCET at: <http://accet.org/>

## **FOR ALL STUDENTS PARTICIPATING IN CONSUMER LOANS OR FEDERAL FINANCIAL AID**

### **PREFERRED LENDER LIST/ARRANGEMENTS**

Private educational/institutional loans are not offered by ICSMM nor does ICSMM have preferred lender arrangements.

All students attending ICSMM may choose to use a lender not on ICSMM's preferred lender list and ICSMM is required to process loan documents for any eligible lender selected by students.

Students are not required to use any federal or private lender recommended by ICSMM and may select any lender of the student's choice.

Terms offered by preferred lenders are equally available to all of ICSMM's eligible students. ICSMM's financial aid staff shall conduct a performance review of its preferred lenders at least once every 12 months and make changes when appropriate.

**ICSMM primary goal** is to assist students in achieving the educational career goals by providing appropriate financial resources. The Financial Aid Office is committed to:

- Making every effort to assist students and families with their financial need
- Inform students and remove financial barriers for those desiring to further their education

- Educating students and families concerning all consumer information and aid available for those who qualify
- Protecting and respecting the privacy of students
- Ensuring the confidentiality of student records and personal circumstances
- Performing a needs analysis for each student desiring to apply for financial assistance with all needs analysis performed in a consistent manner
- Providing services that do not discriminate on the basis of race, gender, religion, age, economic status, ethnicity or sexual orientation
- Attending training seminars after approved for Title IV funding to stay current with all DOE regulations
- Remaining at the highest level of ethical behavior
- No Co-branding or sharing of logos with the lender(s)

**ICSMM Office** is expected to always maintain ideal standards of professionalism in relation to interacting with students and families while carrying out the responsibilities of their position. All ICSMM Faculty involved will:

- Remain objective in making decisions and advising in relation to the student's financial aid
- Provide accurate information without any personal bias
- Abstain from taking any actions for personal benefit
- After approved for Federal funding, follow the Title IV laws and regulations
- Will keep the best interest of the student and families first and foremost
- Refrain from soliciting or accepting gifts from loan agencies, or any government agency

#### **CODE OF CONDUCT / ICSMM ETHICS**

- Federal Reserve Board and Department of Education final rules for private education loans and Title IV Funding
- Replaces prior special rules for student credit extension

**The Federal Reserve Board (FRB) regulates required disclosures on private education loans and defines certain key terms. The Department of Education (ED) regulates the required disclosures on Title IV Aid, HEA loans and private education loans.**

- **The Higher Education Opportunity Act (HEOA) defines:**
  - An Institution-affiliated organization is an entity directly or indirectly related to a covered institution that recommends, promotes, or endorses education loans.
  - Lender-an eligible private education lender or any other person engaged in the business of securing, making or extending education loans on behalf of the lender.
  - Private education loan-is a non-Title IV loan provided by a private educational lender expressly for post-secondary educational expenses and does not include an extension of credit under an open-end consumer credit plan or secured by real property.
    - ICSMM is not considered a private lender if the extension of credit is 90 days or less and interest will not be applied to the credit balance and the term is one year or less, even if payable in more than 4 payments.
  - Preferred lender arrangement is an arrangement or agreement between a lender and covered institution in which a lender provides education loans to students/families

and the covered institution recommend, promotes or endorses the education loan products of the lender.

- Includes arrangements between a lender and an institution-affiliated organization
- Does not include:
  - Direct Loan Program Loans through the DOE,
  - Education funds covered by ICSMM 's own funds
  - Funds by donor-directed contributions
  - State funded financial aid programs if the terms and conditions of the loan include a loan forgiveness option for public service
- An Education loan is a Direct Loan, or a private education loan
- Preferred Lender Arrangement (PLA) – ICSMM will provide disclosures annually for each type of education loan offered pursuant to the PLA before a student borrows.
  - Informational materials-publications, mailings or electronic messaging will be distributed to prospective and current students describing the available financial assistance opportunities. The disclosure will not include any co-branding and must conspicuously disclose that ICSMM does not endorse the product in question.
  - ICSMM has no less than two unaffiliated private education lenders. The following chart lists the lenders and the reasons ICSMM chose these lenders in respect to loan terms and conditions and the methods or criteria used to select these lenders in relation to why they are favorable to borrowers.

#### **CODE OF CONDUCT REQUIREMENTS FOR ICSMM – AFFILIATED ORGANIZATION**

- ICSMM will administer, enforce, and review the Code of Conduct for all ICSMM faculty involved annually.
- Lenders are also required to enforce and review the same Code of Conduct with the affiliate's agents annually.
- ICSMM prohibits a conflict of interest between ICSMMFAO and the preferred lenders.
- ICSMM does not promote any lender during the Entrance/Exit Interview process.
- ICSMM does not promise any loan volume to any preferred lender.
- The Code of Conduct prohibits revenue-sharing arrangements with any lender. ICSMM will not collect a fee in exchange for promoting a lender nor collect any revenue or profit sharing.
  - The Financial Aid Department or Officer or Owner will not receive gifts from any preferred lender
    - "Gifts" include: gratuity, favor, discount, entertainment, hospitality, loan, services, transportation, lodging, meal, or other items deemed as a "gift".
    - The term "Gift" does not include: food or refreshments during a professional training session meant to improve service and does not include favorable terms to student, standard marketing material, and philanthropic contributions from a lender in exchange for advantages to related loans, or any state aid.
    - ICSMM will utilize marketing materials advantageous to the applicant from the lender(s) to counsel, aid in financial literacy and debt

management as long as the lender discloses that the lender prepared the provided materials.

- ICSMM does not hire any consultants contracted by any private lender.
- ICSMM does not have any affiliates of lenders serve on their Advisory Board
- ICSMM owners/faculty will not participate on any affiliated lenders Advisory Board.
- ICSMM Financial Aid/Assistance Office is prohibited from directing borrowers to certain lenders or delaying loan certifications.
- ICSMM does not assign lenders to any student's aid award package and does not refuse or delay loan certification based on the borrower's choice of lender.
- ICSMM is not involved in payment to any lenders, whether directly or indirectly, in exchange for points, premiums, or interest of financial support in exchange for extending credit to a student.

**ACADEMIES OFFERING FEDERAL AID UNDER THE PROGRAM PARTICIPATION AGREEMENT WILL:**

- Develop, publish, and administer and enforce the code of conduct with respect to loans guaranteed under the Title IV programs or Higher Education Act (HEA) loan programs.
- Compile yearly, maintain, and make available to all students, a list of lenders for loans issued or guaranteed under the Title IV programs or HEA loan programs.
- ICSMM, upon request from a student or prospective student, must provide a Department of Education/FRB self-certification form and information needed to complete the form.
- Self-certification form must contain disclosures stating the applicant may qualify for Federal, State, or ICSMM aid. The applicant will be encouraged to discuss available options with the Financial Aid Officer and that private education loans may affect the applicant's eligibility for Federal, State, or ICSMM aid. ICSMM will aid the applicant in reviewing what information the applicant must provide on the self-certification form obtained in ICSMM Financial Aid Office. Information reviewed with applicant will include Cost of Attendance
- (COA), the student's Estimated Financial Assistance (EFA), and the difference between the two.
- The lender may provide to the applicant a pre-filled self-certification form. This self-certification form must be signed by the applicant.
- The lender must obtain the signed self-certification form before consummation of the loan.
- Lender may receive the self-certification from the applicant or ICSMM.

**ADMINISTRATIVE CAPABILITY**

- When the PPA is originally signed and upon continuing to participate in Title IV aid or HEA programs, ICSMM will:
- Report annually to The Department of Education any "reasonable reimbursements" in accordance with State or Federal reimbursement policies that are paid by any private education lenders to any ICSMM employee in the Financial Aid Office who is responsible for education loans.

**RIGHT TO CANCEL**

- The applicant may cancel within 3 business days of receipt of the lenders final disclosure form. Funds will not be disbursed until the cancellation period expires.

**REFUND POLICY**

For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. The following policy will apply to all terminations for any reason, by either party, including student decision, course or program cancellation, or ICSMM closure.

Any monies due the applicant or students shall be refunded within 31 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

- An applicant is not accepted by the ICSMM. The applicant shall be entitled to a refund of all monies paid.
- A student (or legal guardian) cancels his/her enrollment in writing within three business days of signing the enrollment agreement. In this case all monies collected by the ICSMM shall be refunded, regardless of whether or not the student has actually started classes.
- A student cancels his/her enrollment after three business days of signing the contract but prior to starting classes. In these cases, he/she shall be entitled to a refund of all monies paid to the ICSMM less the registration fee in the amount of \$100.
- A student notifies the institution of his/her withdrawal in writing.
- A student on an approved leave of absence notifies the ICSMM that he/she will not be returning. The date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that the student will not be returning.
- A student is expelled by the ICSMM. (Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 14 days.)

In type 2, 3, 4 or 5, official cancellations or withdrawals, the cancellation date will be determined by the postmark on the written notification, or the date said notification is delivered to the ICSMM

Administrator or Owner in person.

- For students who enroll and begin classes but withdraw prior to course completion (after three business days of signing the contract), the following schedule of tuition earned by the ICSMM applies. All refunds are based on scheduled hours:

PERCENT OF SCHEDULED TIME ENROLLED TO TOTAL COURSE/PROGRAM	TOTAL TUITION SCHOOL SHALL REFUND TO STUDENT
1 week or less	90%
1 week – 25%	75%
25% - 50%	50%
50%-60%	40%
60% or more	Student is not entitled to a refund

- All refunds will be calculated based on the students last date of attendance. Any monies due a student who withdraws shall be refunded within 31 days of a determination that a student has withdrawn, whether officially or unofficially. In the case of disabling illness or injury, death in the student's immediate family or other documented mitigating circumstances, a reasonable and fair refund settlement will be made. If permanently closed or no longer offering instruction after a student has enrolled, the ICSMM will provide a pro rata refund of tuition to the student OR provide course completion through a pre-arranged teach out agreement with another institution. If the course is canceled subsequent to a student's enrollment, the



ICSMM will either provide a full refund of all monies paid or completion of the course at a later time. If the course is canceled subsequent to a student's enrollment, ICSMM will either provide a full refund of all monies paid or completion of the course at a later time. If the course is cancelled after students have enrolled and instruction has begun, the ICSMM shall provide a pro rata refund for all students transferring to another ICSMM based on the hours accepted by the receiving ICSMM OR provide completion of the course OR participate in a Teach-Out Agreement OR provide a full refund of all monies paid.

- Students who withdraw or terminate prior to course completion are charged a cancellation or administrative fee of \$150.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (EG: extra kit materials, books, products, unreturned ICSMM property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in this enrollment agreement.
- If a Title IV financial aid recipient withdraws prior to course completion, a calculation for return of Title IV funds will be completed and any applicable returns by ICSMM shall be paid, as applicable, first to unsubsidized Federal Stafford Student Loan Program; second to subsidized Federal Stafford Student Loan Program; third to Federal Pell Grant Program; fourth to other Federal, State, private or institutional student financial assistance programs; and last to the student. After all applicable returns to TIV aid have been made, this refund policy will apply to determine the amount earned by ICSMM and owed by the student. If the student has received personal payments of Title IV aid, he/she may be required to refund the aid to the applicable program.
- Veterans Only. The Amount charged to the Student for tuition, fees and other charges when only a portion of a course is completed shall not exceed the approximate pro rate portion of the total charges for tuition, fees and other charges that the length of the completed portion of the course bears to its total length. Refunds will be made within 30 days after the last class attended, or the effective date of the withdrawal or termination. This policy is in compliance with the requirements of Title 38 CFR 21.4255.

**Determination Date/Withdrawal Date (Official/Unofficial Withdrawal):**

The last date of attendance would be the last day the student was physically in attendance at the ICSMM. A withdrawal date on a student who had been previously attending could be up to, but not to exceeding, 14 calendar days from that student's actual last date of attendance. An active student officially withdraws when they notify the ICSMM administrative office of their intention to withdraw from ICSMM. An active student is considered unofficially withdrawn when they have been absent for 10 consecutive SCHOOL days (14 calendar days) from their last date of physical attendance without notifying the ICSMM's administrative office.

**Return of Title IV (R2T4) Funds Policy**

*The law specifies how your ICSMM must determine the amount of Title IV program assistance that you earn if you withdraw from ICSMM. The Title IV programs that are covered by this law are: Federal Pell Grants, Academic Competitiveness Grants, National SMART Grants, TEACH Grants, Stafford Loans, PLUS Loans, Federal Supplemental Educational Opportunity Grants (FSEOGs), and Federal Perkins Loans. When you withdraw during your payment period the amount of Title IV program assistance that you have earned up to that point is determined by a specific formula. If you received (or your ICSMM or parent received on your behalf) less assistance than the amount that you earned, you may be able to receive those additional funds. If you received more assistance than you earned, the excess funds must be returned by ICSMM and/or you.*

#### R2T4 – Official and Unofficial Withdrawals

The process will begin with the student's official or unofficial withdrawal from ICSMM. Students wishing to officially withdraw from ICSMM must notify the Campus Director, Classroom Coach, Director of Education, Registrar or Director of Financial Aid verbally or in writing via physical letter or email that they are no longer wish to continue their enrollment. This communication should include the last day they intend to attend classes as well as the reason for their withdrawal. Students will be considered an unofficial withdrawal if they fail to attend courses for two consecutive weeks without prior approval or an approved Leave of Absence (LOA).

#### R2T4 – Leave of Absence

The student must follow ICSMM's Leave of Absence Policy when requesting an LOA and get an approval of the request for a LOA. There must be reasonable expectations that the student will return from the LOA. The institution will not assess the student any additional institutional charges as a result of the LOA. A student granted an LOA that meets the criteria is not considered to have withdrawn, and no refund calculation is required at that time. Title IV loans will not be disbursed during the LOA.

Students taking an unapproved LOA will be considered withdrawn at the start of the unapproved LOA. The last date of attendance prior to the LOA will be utilized for the purposes of calculating a refund.

The maximum time frame for a LOA is 180 calendar days and the minimum is 5 calendar days. ICSMM permits more than one LOA provided the total number of days of all LOA does not exceed 180 calendar days within a 12-month period. If the student does not return from the LOA within the 180 calendar days, the student will be dropped from ICSMM. The student's loans will go into repayment after 180 days from the last date of attendance.

On the day the student returns from a LOA the student is required to inform the Financial Aid Office of the return and complete an enrollment agreement addendum or initial the correction on the contract. The student's contract and maximum time frame will be extended for the same number of days the student was on LOA without any penalty to the student.

#### R2T4 – Last Date of Attendance & Date of Determination

The Last Date of Attendance will be the last day the student physically attended classes for both Official and Unofficial Withdrawals. Official attendance records are maintained in the office of the Registrar.

The Date of Determination for Unofficial Withdrawals will be after two weeks of failure to physically attend classes without prior approval or an Approved Leave of Absence. The Date of Determination for Official Withdrawals will be the later of the date the student notified ICSMM or their Last Date of Attendance. Students who fail to return from an Approved Leave of Absence will have a Date of Determination equal to the date that they were expected to return without an approved extension of the Leave of Absence.

#### R2T4 – Calculation of Title IV Earned by the Student

Several steps are applied in determining the amount of aid the student earned.

Step 1: A review of the student ledger will determine the total amount aid that disbursed, total grant aid that could have disbursed, and a combination of total aid disbursed plus total aid that could have disbursed.

Step 2: A review of the student attendance record will determine the percentage of aid earned. This is determined by dividing the number of hours scheduled to be completed in the payment period by the total number of hours in the payment period. If this number is equal to or greater than 60%, the student is to be considered 100% earned for the period.

Step 3: The percentage of aid earned will be multiplied by the total amount of disbursed and could have been disbursed for the period.

Step 4: A comparison is now done of the amount of funds earned to the amount of funds disbursed. If the student earned more funds than were disbursed, the student may be entitled to a post withdrawal disbursement (defined later in this policy). If the student earned less than was disbursed, a refund is required. If the amounts are equal, no further action is necessary. If a refund is required, the calculation must continue to Step 5.

Step 5: Using the student ledger and results from Step 2, the ICSMM will determine its responsibility for returning unearned aid. All eligible institutional charges will be totaled first. This total will be multiplied by the percentage of unearned aid. This will determine the amount that the school must return.

Step 6: The school must return \*funds in the following order up to the total amount disbursed for each fund source for the period:

1. Federal Direct Unsubsidized Stafford Loan
2. Federal Direct Subsidized Stafford Loan
3. Federal Direct PLUS Loan
4. Federal PELL Grant

\*Please note that only TITLE IV funds that ICSMM students are eligible for are listed above.

Step 7: A comparison is done of the amount of funds that student is required to return and the funds the school is required to return. The amount the student was required to return will be subtracted from the amount the school was required to return. If the student was required to return more, proceed to step 8.

Step 8: If the amount determined in Step 7 is all loan funds, students will repay the refunds in accordance with the terms outlined in the Master Promissory Note.

#### R2T4 – Post Withdrawal Disbursements

A Post Withdrawal Disbursement (PWD) is a fund that was not yet disbursed but was determined to be earned as a result of the R2T4 Calculation. PWD grant funds will be disbursed based on the amount that was determined to be eligible to cover eligible institutional charges. Permission is required to cover other charges and will be included in the PWD offer letter referenced in the following paragraph.

If a loan fund is determined to be eligible for PWD, the school will require the student's written permission prior to disbursing those funds. A document, PWD Offer Letter, will be mailed or emailed to the student indicating the date the offer was made, the type and amount of each loan fund eligible, allowance for partial acceptance of the funds, and lastly the due date for acceptance of the PWD offer. Students will be reminded of the responsibilities of repayment prior to accepting the disbursements.

PWD must be offered to the student within 30 days of the date that the institution determined

that they student withdrew. If any grant funds are eligible for PWD, they must be disbursed within 45 days from the date the institution determined the student has withdrawn. Loan funds that have been accepted as a PWD must be disbursed within 180 days from the date the institution determined the student has withdrawn.

#### R2T4 – Timeframe for returning Title IV funds

The completion of R2T4 calculation as well as the timely processing of all required refunds is due no later than 45 days from the Date of Determination that the student withdrew. The funds will be returned in the following order:

1. Federal Direct Unsubsidized Stafford Loan
2. Federal Direct Subsidized Stafford Loan
3. Federal Direct PLUS Loan
4. Federal PELL Grant

#### R2T4 – Delivery of Refund Information

Students are initially made aware of the policy by providing the student catalog as well as discussing the information at new student orientation. Students who officially or unofficially withdraw are notified in writing via certified mail. This notification includes updated final ledger, official withdrawal letter, change in student status form, exit counseling requirements if applicable, return of funds calculation, refund documentation, and PWD information and document if applicable.

#### R2T4 – Example R2T4

Sally Sample Student enrolled at ICSMM. She was awarded \$4252 in Financial Aid Funds. Sally was only scheduled to complete 50 of her 375 hours (13.3%) before she moved to Russia and had to withdraw. The total amount of aid she earned based on all of her disbursements and percentage completed was \$565.52. The refunds required to return were \$3686.48.

### **SATISFACTORY ACADEMIC PROGRESS POLICY (SAP)**

The Satisfactory Academic Progress Policy is consistently applied to all students enrolled at ICSMM. It is printed in the catalog to ensure that all students receive a copy prior to enrollment. The policy complies with the guidelines established by the Accrediting Council for Continuing Education and Training (ACCET) and the federal regulations established by the United States Department of Education. SAP will be evaluated at the end of the evaluation periods based on attending the minimum percentage of hours possible for the attendance schedule. Student must complete within the maximum time frame and will also be evaluated for academic success. Students failing to meet the attendance and academic requirements will be placed on warning until the next evaluation period. Students failing to meet SAP during the warning period will be placed on Probation. Students may appeal both the warning and probation status. Students who receive an approved Leave of absence will return into the same status for which from which the left upon their return from LOA. Students may be dismissed due to failing to meet SAP which may also be appealed. Students failing to meet SAP during probation will have their TIV eligibility suspended until they re-establish their eligibility. Specific detailed information is listed below for the following:

1. Evaluation Periods
2. Attendance Progress Evaluations
3. Maximum Time Frame in Weeks and Hours
4. Academic Progress Evaluations
5. Determination of Progress Status
  - a. Warning

- b. Probation
- 6. Re-establishment of Satisfactory Academic Progress of Financial Aid
- 7. Interruptions, Course Incompletes or Withdrawals
- 8. Appeal
- 9. Dismissal due to Unsatisfactory Progress

**1. EVALUATION PERIODS**

Students are evaluated for Satisfactory Academic Progress as follows:

<b>Course</b>	<b>Clocked (actual) Hours</b>
Massage	375, 750

Transfer Students- Midpoint of the contracted hours or the established evaluation periods, whichever comes first. Evaluations will determine if the student has met the minimum requirements for SAP. The frequency of evaluations ensures that students have at least one evaluation by midpoint in the course.

**2. ATTENDANCE PROGRESS EVALUATIONS**

Students are required to attend a minimum of 80% of the hours possible based on the applicable attendance schedule, in order to be considered maintaining satisfactory attendance progress. Evaluations are conducted at the end of each evaluation period to determine if the student has met the minimum requirements. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. At the end of each evaluation period, ICSMM will determine if the student has maintained at least 80% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum time frame allowed.

**3. MAXIMUM TIME FRAME**

The maximum time (which does not exceed 125% of the course length) allowed for students to complete each course at satisfactory academic progress is stated below:

**Maximum Time Frame in Weeks and Hours**

<b>Course</b>	<b>FT/PT</b>	<b>Hrs./Wk.</b>	<b>Hours required to graduate</b>	<b>Normal Weeks to complete</b>	<b>Max hours to complete</b>	<b>Max week to complete</b>
Massage	FT	18.75	750	40	937.5	50

The maximum time allowed for transfer students who need less than the full course requirements or part-time students will be determined based on 80% of the scheduled contracted hours.

#### 4. ACADEMIC PROGRESS EVALUATIONS

The qualitative element used to determine academic progress is a reasonable system of grades as determined by assigned academic learning. Students are assigned academic learning and a minimum number of practical experiences. Academic learning is evaluated after each unit of study. Practical assignments are evaluated as completed and counted toward course completion only when rated as satisfactory or better (the computer system will reflect completion of the practical assignment as a 100% rating). If the performance does not meet satisfactory requirements, it is not counted and the performance must be repeated. At least two comprehensive practical skills evaluations will be conducted during the course of study. Practical skills are evaluated according to text procedures and set forth in practical skills evaluation criteria adopted by the ICSMM. Students must maintain a written grade average of 80% and pass a final written and practical exam prior to graduation. Students must make up missed tests and incomplete assignments. The following grade scale is utilized for theory and practical skill evaluation which utilizes a 100-point grading scale:

A	90 – 100%	Excellent
B	80 – 89%	Very Good
C	70 – 79%	Satisfactory
F	70% OR BELOW FAIL	Unsatisfactory

#### 5. DETERMINATION OF PROGRESS STATUS

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making SAP until the next scheduled evaluation. Students will receive a hard- copy of their SAP determination at the time of each of the evaluations. Students deemed not maintaining SAP may have their Title IV Funding interrupted, unless the student is on warning or has prevailed upon appeal resulting in a status of probation.

##### 5a. WARNING

Students who fail to meet minimum requirements for attendance or academic progress are placed on warning. The student will be advised in writing on the actions required to attain SAP by the next evaluation. Students on Warning are not eligible to continue receiving Title IV funds. Students may continue in school without using Title IV funds until SAP is met. Students placed on Warning may appeal the decision. A successful Appeal will result in the student being placed on Probation and retaining Title IV Eligibility.

##### 5b. PROBATION

Students may attempt to appeal the Warning status in order to retain Title IV eligibility. A successfully approved appeal will result in status known as Probation as well as the retention of Title IV Eligibility. Only students who have the ability to meet the SAP Policy standards by the end of the evaluation period may be placed on probation and will be provided an academic plan. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making SAP. The student will be advised in writing of the actions required to attain SAP by the next evaluation. A successful appeal resulting in a Probation status will allow the student to retain Title IV eligibility. Students who fail to meet the requirements in their academic plan are no longer eligible to receive Title IV funding and are returned to warning. Students, who are not eligible to receive Title IV funds, can remain enrolled only by cash paying. The cash paying student must be eligible to graduate within the maximum time frame.

#### **6. RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS OF FINANCIAL AID**

Students may re-establish satisfactory academic progress and Title IV aid, as applicable, by meeting minimum attendance and academic requirements by the end of the warning or probationary period, at the next scheduled evaluation.

#### **7. INTERRUPTIONS, COURSE INCOMPLETES, WITHDRAWALS, CHANGE OF MAJOR, SECOND DEGREE**

Change of majors, pursuit of a second degree, and summer terms do not apply to Indiana College of Sports and Medical Massage. If enrollment is temporarily interrupted for a Leave of Absence, the student will return to ICSMM in the same progress status as prior to the leave of absence. Hours elapsed during a leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence and will not be included in the student's cumulative attendance percentage calculation. Students who withdraw prior to completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal.

#### **8. APPEAL PROCEDURE**

If a student is determined to not be making satisfactory academic progress, the student may appeal the determination within five (5) calendar days. Reasons for which students may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the ICSMM on the designated form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve Satisfactory Academic Progress by the next evaluation point. Appeal documents will be reviewed and a decision will be made and reported to the student within five (5) days. The appeal and decision documents will be retained in the student file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

#### **9. DISMISSAL DUE TO UNSATISFACTORY PROGRESS**

A student, who was dismissed from ICSMM due to unsatisfactory progress, may appeal the dismissal to Director of Education (DOE) in writing within 5 business days of the dismissal date. The owner will make a determination within 5 business days of receipt of the appeal and will respond to the dismissed student in writing. If the appeal is approved, the student will be re-admitted to ICSMM, however; the student will follow the same Financial Aid Warning and Financial Aid Probation policies if applicable, upon re-entry. The student must achieve cumulative SAP by the next checkpoint in order to be eligible for Title IV aid in the next payment period and to remain enrolled at ICSMM.

#### **NONCREDIT, REMEDIAL COURSES, REPETITIONS**

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

#### **TRANSFER HOURS**

With regard to Satisfactory Academic Progress, a student's transfer hours will be counted as both attempted and earned hours for the purpose of determining when the allowable maximum time frame

has been exhausted LEAVE OF ABSENCE (LOA) POLICY.

An authorized Leave of Absence (LOA) is a temporary interruption in the student's course of study. The LOA refers to a specific period of time in which a student is not in attendance. An LOA is not required if a student is not in attendance for an institutionally scheduled break. However; a scheduled break may occur during an LOA. A student who must take an approved Leave of Absence (LOA) will return in the same satisfactory academic progress status as at time of taking the LOA.

The LOA must be requested and approved in writing prior to LOA occurring. In addition, the student is required to list the reason for the LOA as well as provide supporting documentation. Emergency LOA, without prior written request, may be granted provided the student completes the LOA form and returns it via mail or in person within a reasonable resolution of the emergency to ICSMM.

A student may be granted a LOA for any of the following reasons:

- Medical Issues
- Military Requirements
- Jury Duty
- Mitigating Circumstances beyond the Student's Control
- ICSMM faculty recommendation
- Financial Hardship

### **Leave of Absence Policy**

The student must follow ICSMM's Leave of Absence Policy when requesting an LOA and get an approval of the request for a LOA. There must be reasonable expectations that the student will return from the LOA. The institution will not assess the student any additional institutional charges as a result of the LOA. A student granted an LOA that meets the criteria is not considered to have withdrawn, and no refund calculation is required at that time. Title IV loans will not be disbursed during the LOA.



Students taking an unapproved LOA will be considered withdrawn at the start of the unapproved LOA. The last date of attendance prior to the LOA will be utilized for the purposes of calculating a refund.

The maximum time frame for a LOA is 180 calendar days and the minimum is 5 calendar days. ICSMM permits more than one LOA provided the total number of days of all LOA does not exceed 180 calendar days within a 12-month period. If the student does not return from the LOA within the 180 calendar days, the student will be dropped from ICSMM. The student's loans will go into repayment after 180 days from the last date of attendance.

On the day the student returns from a LOA the student is required to inform the Financial Aid Office of the return and complete an enrollment agreement addendum or initial the correction on the contract. The student's contract and maximum time frame will be extended for the same number of days the student was on LOA without any penalty to the student.