



HAIR • SKIN • BEAUTY

## Consumer Information

Updated 01/17/2023

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## CONSUMER INFORMATION

### Title IV Funds

Eric Fisher Academy has been granted the privilege of distributing Title IV funds. Our Financial Aid Leader, at Eric Fisher Academy is available Monday through Friday, 8:30 a.m. - 5 p.m. to answer any financial aid related questions.

Title IV funds include:

Federal Pell Grant (Gift aid---does not require repayment)

Subsidized Direct Stafford Loan (requires repayment)

Unsubsidized Direct Stafford Loan (requires repayment)

Direct Parent Plus Loan (requires repayment)

All Title IV funds are awarded based on eligibility. You can determine your eligibility by filing a Free Application for Federal Student Aid (FAFSA). The application can be found online at [www.fafsa.ed.gov](http://www.fafsa.ed.gov). You must be fully enrolled at Eric Fisher Academy before any Title IV aid will be disbursed on your behalf.

After you are fully enrolled in the program of your choice, your financial aid award will be presented to you, and billing options will be discussed. At this time, the financial aid representative will conduct an entrance interview to inform you of the terms and conditions of your student loan(s). This entrance counseling is required and failure to complete the in-person entrance counseling sessions will prohibit the student from receiving Title IV funds.

Total cost for the Cosmetology program is \$20,920, (\$17,025 for tuition, \$3,795 for the Kit and \$100 application fee)

Total cost for the Esthetics program is \$15,597, (\$12,200 for tuition, \$3,297 for the kit and \$100 application fee)

Private education loans are available to students. The financial aid will assist students with any information needed to complete private educational loan application.

Eric Fisher Academy is providing information related to the diversity of the members of the student body who are receiving Federal Pell Grants. The information is broken down by gender and ethnicity. This information does not consist of the entire student body. This information is considered true and correct for those who were in attendance in the year of 2022.

99% of the Pell eligible students were female, and 1% were male

- 19% Hispanic
- 4% African American

- 2% Asian
- 53% Caucasian
- 2% American Indian/Alaska Native
- 0% Two or more races
- 2% American Indian/Alaska Native

If the student had previously received Title IV loans, he or she may defer payment on the loans while enrolled full time at Eric Fisher Academy. For assistance in deferring student loans, please contact the Financial Aid Leader via phone (316-440-5555 ext. 314) or via e-mail [lcherry@ericfisheracademy.com](mailto:lcherry@ericfisheracademy.com)

Students who receive federal financial aid funds have the following rights:

- The right to review your financial aid files and accept or decline your financial aid award.
- The right to know how the financial aid will be distributed.
- The right to know how your financial need was determined.
- The right to request an explanation of various programs in your student aid award.
- The right to know the refund policy of Eric Fisher Academy.

While receiving financial aid, the student has the following responsibilities:

- The student has the responsibility to remain in satisfactory academic progress (SAP). Satisfactory academic progress is defined by Eric Fisher Academy as maintaining a GPA of 80% or above and an attendance record of 80% or above. Failure to maintain SAP standards could result in financial aid probation. If a student is determined to not be making satisfactory academic progress, the student may appeal the determination. The student must submit a written appeal to the school on the designated form with supporting documentation of the reasons why the determination should be reversed. The student must go before members of the disciplinary board on a case-by-case situation, which includes the director, career and academic advisor, and an educator. Appeal documents will be reviewed, and a decision will be made and reported to the student within 30 calendar 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. The student may also regain financial aid eligibility by completing the necessary coursework and hours to reach the EFA satisfactory academic progress requirements.
- The student must complete all application forms accurately.
- The student must provide correct information. If it is found that a student purposefully provided false information, it could be considered a criminal offence, which could result in an indictment under the U.S. Criminal Code.
- The student is responsible for providing all documentation to the financial aid office in a timely manner. Failure to do so could result in not receiving a financial aid award.
- The student is responsible for reading and understanding all materials he or she signs and keeping copies of those document(s).

- The student is responsible for all agreements that he/she signs.

Financial aid will be disbursed on hours 1, 472, 944 and 1222 for cosmetology students.

Financial aid will be disbursed on hours 1 and 501 for esthetics students.

The financial aid office will confirm that the student is eligible and is making satisfactory academic progress. Students must also have reached the week requirement before aid will be requested.

Upon graduating or withdrawing from Eric Fisher Academy, a student who has received student loans must complete an exit interview with the financial aid representative. The exit interview must be completed before the student leaves the EFA campus upon the last day of enrollment. During the exit interview, the Financial Aid Representative will go over different payment options available for the student. Exit counseling booklets, which are provided by the Department of Education, are also given to students during this time.

Transfer hours will be accepted as decided by the Eric Fisher Academy Director and Admission Leader. Students interested in transferring hours should contact the Admissions team at 316-440-5555 ext. 303 or e-mail [nurista@ericfisheracademy.com](mailto:nurista@ericfisheracademy.com).

#### ISBN/Textbook Information

##### Cosmetology:

Pivot Point Cosmetology Fundamentals 12-Book Set+ Digital ISBN 978-1-940593-56-2	\$292.00
Pivot Point Cosmetology Fundamentals Exam Prep ISBN978-1-940593-54-8	\$55.00
Pivot Point Cosmetology Student Study Guide ISBN 978-1-940593-52-4	\$94.00
Prosper U Business Training Program Kit	\$225.00

##### Esthetics:

Pivot Point Esthetics Fundamentals Textbook ISBN 978-1-951862-26-8	\$305.00
Pivot Point Esthetics Study Guide ISBN 978-1-951862-27-5	\$119.00
Pivot Point Esthetics Exam Prep ISBN 978-1-951862-28-2	\$74.00
Prosper U Business Training Program Kit	\$225.00

#### Completion/Graduation Rate

The school tracks its annual performance with respect to student Graduation rate, graduate licensure rate, and graduate employment rate. It is the goal of the academy to achieve the following rates: Graduation: 50%; Licensure: 70%; Placement 60%. For the 2021 NACCAS Annual Report, the Academy achieved the following performance statistics:

Graduation: 84.41%  
 Licensure: 97.90%  
 Placement: 71.34%

Each year, a member of the administrative staff compiles the statistics for the prior cohort year. This rate will count the students who have completed or graduated by the end of the 12-month period. The completion, graduation and transfer rates of Eric Fisher Academy will be submitted to the Department of Education via the Integrated Postsecondary Education Data System (IPEDS).

**Disaggregated Completion/Graduation Rate**

**Gender**

Male 100%

Female 62%

**Major racial and ethnic subgroup (as defined in IPEDS)**

White 72%

Hispanic 86%

Asian 0%

American Indian 100%

Black 0%

2 or more races 60%%

Native Hawaiian 0%

**Completion/Graduation Rates by Federal Funding**

Recipients of a Federal Pell Grant 65%

Recipients of a Subsidized Stafford Loan who did not receive a Pell Grant 78%

Student who did not receive either a Pell Grant or Subsidized Stafford Loan 75%

**National Student Loan Data System**

All Federal Loans will be submitted to the National Student Loan Data System (NSLDS), and will be accessible by guaranty agencies, lenders, and institutions determined to be authorized users of the data system.

**Availability of GED Program**

Eric Fisher Academy DOES NOT admit students who do not have a high school diploma/GED.

**Vaccination Policy**

At this time, Eric Fisher Academy does not have requirements regarding vaccinations. However, EFA does encourage each student to take responsibility for his or her individual health and wellness.

Information for free or reduced-price clinics offering vaccinations and other health service can be found at [www.sedgwickcounty.org](http://www.sedgwickcounty.org).

**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 Academy closure.

Any Monies due the applicant or students shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

1. An applicant is not accepted by the Academy. The applicant shall be entitled to a refund of all monies paid.
  2. A student (or legal guardian) cancels his/her enrollment within three business days of signing the enrollment agreement. In this case all monies collected by the Academy shall be refunded, regardless of whether or not the student has actually started classes.
  3. 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 Academy less the application fee in the amount of \$100.
  4. A student notifies the Academy of his/her withdrawal in writing.
  5. A student on an approved leave of absence notifies the Academy that he/she will not be returning. The date of the withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the Academy that the student will not be returning.
  6. A student is expelled by the Academy. (Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 30 days).
  7. 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 Academy 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 Academy applies. All refunds are based on scheduled hours:

<b>Percent of Scheduled Time Enrolled to Total Course/Program</b>	<b>Total Tuition School Shall Receive/Retain</b>
0.01% to 4.9%	20%
5.00% to 9.9%	30%
10.00% to 14.9%	40%
15.00% to 24.9%	45%
25.00% to 49.9%	70%
50% and over	10%

All refunds will be calculated based on the students last date of attendance. Any monies due a student who withdraws shall be refunded within 45 days of a determination that a student has withdrawn, whether officially or unofficially. In 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 Academy will provide a pro rata refund of tuition to the student. If the

course is cancelled subsequent to a student's enrollment, the Academy shall provide a full refund of 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 school shall provide a pro rata refund for all students transferring to another school based on the hours accepted by the receiving school OR completion of the course OR provide a full refund of all monies paid. The Academy does not have pre-arranged teach out agreement with another institution.

- Students who withdraw or terminate prior to course completion will not be charged a cancellation or administrative fee. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the Academy (EG: extra kit materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal and are non-refundable. All fees are identified in the catalog and in the enrollment agreement.
- Eric Fisher Academy makes a reasonable attempt to negotiate payment plans on past due invoices. In the event it becomes necessary, accounts in arrears greater than 90 days will be turned over to an outside collection agency, which comply with the cancellation and settlement policy of the Academy.
- If the R2T4 Calculation results in a Title IV credit balance it will be disbursed as soon as possible and no later than 14 days after the calculation of the R2T4.

#### **Treatment of Title IV Aid When a Student Withdraws**

If a Title IV financial aid recipient withdraws prior to course completion, a calculation for return of Title IV funds will be completed and applicable returns by the Academy shall be paid within 45 days, 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.

Eric Fisher Academy (EFA) is required to calculate how much federal aid may be retained or disbursed for a student who withdraws from school. This calculation is referred to as 'Return to Title IV'(R2T4). The calculation of Title IV funds earned by the student has no relationship to the student's tuition and fees that may be owed to the school. The school has 45 days from the date the school determines the student withdrew to return all unearned funds for which it is responsible.

The law specifies how your school must determine the amount of Title IV program assistance that you earn if you withdraw from school. The Title IV programs that are covered by this law and offered at Eric Fisher Academy (EFA) are: Federal Pell Grants, Iraq and Afghanistan Service Grants, Direct Loans and Direct PLUS Loans. Though your aid is posted to your account at the start of each period, you earn the funds as you complete the period. If you withdraw during your payment period or period of enrollment (Eric Fisher Academy can define these for you and tell you which one applies), 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 EFA 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 EFA and/or you.

The amount of assistance that you have earned is determined on a pro rata basis. For example, if you completed 30% of your payment period or period of enrollment, you earn 30% of the assistance you were originally scheduled to receive. Once you have completed more than 60% of the payment period or period of enrollment, you earn all the assistance that you were scheduled to receive for that period.

If you did not receive all of the funds that you earned, you may be due a post-withdrawal disbursement. If your post-withdrawal disbursement includes loan funds, EFA must get your permission before it can disburse them. The loans must be offered to the student within 30 days, allowing the student at least 14 days to respond. You may choose to decline some or all the loan funds so that you don't incur additional debt. EFA may automatically use all or a portion of your post-withdrawal disbursement of grant funds for tuition, fees, and room and board charges (as contracted with the school). Eric Fisher Academy needs your permission to use the post-withdrawal loan disbursement for all other school charges. After all post withdrawal disbursements are applied to the students account, if a credit balance occurs, Eric Fisher Academy will disburse funds as soon as possible and no later than 14 days after the funds received. If you do not give your permission (some schools ask for this when you enroll), you will be offered the funds. However, it may be in your best interest to allow the school to keep the funds to reduce your debt at the school.

There are some Title IV funds that you were scheduled to receive that cannot be disbursed to you once you withdraw because of other eligibility requirements. For example, if you are a first-time, first-year undergraduate student and you have not completed the first 30 days of your program before you withdraw, you will not receive any Direct Loan funds that you would have received had you remained enrolled past the 30th day.

If you receive (or EFA or parent receive on your behalf) excess Title IV program funds that must be returned, your school must return a portion of the excess equal to the lesser of:

1. your institutional charges multiplied by the unearned percentage of your funds, or
2. the entire amount of excess funds.

Eric Fisher Academy must return this amount even if it didn't keep this amount of your Title IV program funds.

If EFA is not required to return all of the excess funds, you must return the remaining amount.

Any loan funds that you must return, you (or your parent for a Direct PLUS Loan) repay in accordance with the terms of the promissory note. That is, you make scheduled payments to the holder of the loan over a period of time.

Any amount of unearned grant funds that you must return is called an overpayment. The maximum amount of a grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. You do not have to repay a grant overpayment if the original amount of the overpayment is \$50 or less. You must make arrangements with your school or the Department of Education to return the unearned grant funds.

The requirements for Title IV program funds when you withdraw are separate from any refund policy that your school may have. Therefore, you may still owe funds to the school to cover unpaid institutional



charges. Eric Fisher Academy may also charge you for any Title IV program funds that they are required to return. If you don't already know your EFA's refund policy, you should ask them for a copy. We can also provide you with the requirements and procedures for officially withdrawing from school.

If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at [www.studentaid.ed.gov](http://www.studentaid.ed.gov). For information regarding financial aid, contact the financial aid representative at 316-440-5555 ext. 314. For general enrollment information, contact our admissions team at 316-440-5555 ext 303

### **Constitution Day Observance**

On September 17<sup>th</sup> of each year, (unless the 17<sup>th</sup> falls on a Saturday, Sunday or holiday, in which case the event shall be held during the preceding or following week), Eric Fisher Academy will observe Constitution Day. This will commemorate the signing of the Constitution on September 17<sup>th</sup>, 1787.

Activities that celebrate or educate students, staff and guest on the Constitution will be arranged. Additionally, Constitution day will be added to the Eric Fisher Academy event schedule.

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

As required by the Drug-Free Schools and Communities Act Amendments of 1989, which added section 1213 to the Higher Education Act, and implemented at 34 C.F.R. Part 86, the undersigned Institution certifies that it has adopted and implemented a drug prevention program for its student and employees that, at minimum includes the following:

At Eric Fisher Academy, the illicit use of drugs and/or alcohol by staff or students on its property or as part of any of its activities is strictly prohibited. If you or someone you know is struggling with drug or alcohol abuse, please call 1-877-335-HOPE (4673) or one of the treatment centers listed below.

At Eric Fisher Academy, we conduct a Bi-Annual review of the Drug and Alcohol Abuse Prevention Policy, to make sure that students, faculty, and staff are aware of the resources, how to get help and the effectiveness of the policy.

### **DRUG AND ALCOHOL TREATMENT FACILITIES**

AA Abuse Helpline-24 hours  
1-800-299-6310

Holland Pathways  
551 S. Holland St Wichita, KS 67209  
316-260-1618

DCCCA Women's Recovery Center  
8901 E Orme St, Wichita, KS 67207  
316-262-0505

Adolescent Adult Family Recovery  
3540 W. Douglas Ste 4  
316-943-2051

Substance Abuse Center of Wichita  
940 N Waco Ave, Wichita, KS 67203  
316-267-3825

Valley Hope Alcohol & Drug Center  
316-395-9208

Center for Change  
933 N, Topeka St, Wichita, KS 67214  
316-201-1234

Hotlines:

Alcoholics Anonymous: 1-800-356-9996

American Council on Alcoholism Help Line: 1-800-527-5344

National Institute on Drug Abuse Hotline: 1-800-662-HELP

Cocaine Hotline: 1-800-COCAINE

National Council on Alcoholism 1-800-NCA-CALL

### **DRUG AND ALCOHOL ABUSE POLICY**

The drug and alcohol policy is available online at [www.ericfisheracademy.com](http://www.ericfisheracademy.com) under the links tab on the financial aid page. Once a year a notice will be given to students and staff informing them of the availability of this policy.

The use of illicit drugs and alcohol can cause numerous health problems and can lead to death. The effects to a person's health include respiratory failure, heart attack, overdose, acute intoxication and transmittable diseases such as Hepatitis C and AIDS. Thousands of deaths are caused each year by drug overdoses, allergic reactions to drugs, toxic combinations of drugs, and alcohol poisoning.

The manufacture, distribution, dispensation, possession, sale, purchase, offer to buy or sell, or use of alcohol, illegal drugs or related paraphernalia and the illegal use of any drugs (including the misuse of prescription drugs) at the Eric Fisher Academy campus or while engaged in the course curriculum is strictly prohibited. The Academy also prohibits such conduct during non-curriculum time to the extent that, in the judgment of Eric Fisher Academy, it impairs a student's ability to progress through the curriculum, threatens the reputation or integrity of the Academy or violates the law. Any student who violates this policy is subject to suspension or expulsion from the program. Any staff member who violates this policy is subject to sanctions leading up to or including termination.

Any student or staff member who has illegal possession or engages in the illicit use of drugs or alcohol is also subject to criminal prosecution. EFA will refer violators to the appropriate authorities for prosecution. Kansas law states that any person who violates the criminal statutes on controlled substances by possessing, offering for sale, distributing, or manufacturing opiates and narcotics shall be guilty of a drug severity level three (3) felony. If convicted, the court may sentence a person to a term of imprisonment in accordance with the Kansas Sentencing Guidelines Act and a fine of up to \$300,000. Unlawful possession of a depressant, stimulant or hallucinogenic drug is punishable as a Class A non-person misdemeanor, which carries a penalty of imprisonment and a fine of up to \$2,500.

Kansas statutes also provide for criminal penalties for conviction of certain alcohol-related offenses, such as underage consumption or providing alcohol to minors. These penalties include imprisonment of up to six months and fines of up to \$1,000.

For a **first offense** minor in possession of alcohol charge, the penalty is:

- Up to 1 month in jail
- \$200 minimum fine (\$500 if under 18)
- 40 hours of community public service
- Required attendance in an alcohol education program
- Suspension of driver's license for 30 days

Any student or staff member who purchases alcohol for a person under the legal drinking age of 21 could be subject to a maximum penalty of 6 months in jail and a \$1,000 fine.

Students and staff members who use prescription drugs should follow the prescribing physician's directions for use and all prescriptions are to be kept in the prescription bottle with the appropriate name of the user. If use of a prescription drug may impair your performance or affect safety while performing course-related services, you should notify the Learning Leader immediately so the Academy can take whatever action it finds appropriate to protect your safety and that of other students and clients. Any student who violates this policy is subject to suspension or expulsion from the program.

## **Eric Fisher Academy FERPA Policy**

### **Student Records Information**

For Eric Fisher Academy to comply with requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA), the following policies and procedures have been established. Eric Fisher Academy accords all rights under the law to students who are declared independent. For the purpose of this policy, whenever a student has attained eighteen years of age OR is attending an institution of postsecondary

education, the permission or consent required of and the rights accorded to the parents of the student shall thereafter only be required of and accorded to the student. Responsibility for protection of the privacy of student educational records rests primarily with the student services coordinator and the financial aid representative. Educational records are defined by FERPA to include records, files, documents, and other materials that contain information directly related to students and are maintained by an educational agency or institution or by a person acting for such agency or institution. There are five exceptions to this definition of educational records as published in the *GUIDELINES FOR POSTSECONDARY INSTITUTIONS FOR IMPLEMENTATION OF THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974 AS AMENDED*, Revised Edition 1995, a publication of the American Association of Collegiate Registrars and Admissions Officer.

### **Students' Access to Their Education Records**

All students have the right to review their educational records with the following exceptions as outlined by FERPA:

1. Financial information submitted by parents such as tax forms.
2. Confidential letters and recommendations placed in their files prior to January 1, 1975, provided these letters were collected under established policies of confidentiality and were used only for the purposes for which specifically collected.
3. Confidential letters and statements of recommendation, placed in the records after January 1, 1975, to which the students have waived their right to inspect and review and that are related to the students' admission, application for employment or job placement, or receipt of honors.
4. Education records containing information about more than one student; however, in such cases the institution must permit access to that part of the record which pertains only to the inquiring student.

To review records, students and former students may go to the student services coordinator, present valid photo identification, and ask to review the record. If it is an inappropriate

time to retrieve the record on short notice, students may be requested to leave their mailing address and the information will be mailed no later than ten (10) business days after the request is received.

### **Challenge of the Contents of Education Records**

Students may challenge information in their educational records that they believe to be incorrect, inaccurate, or inappropriate if they do so within one year of the quarter in question. This challenge must be in writing and must be submitted to the Director. The Director must decide within a reasonable period of time whether corrective action will be taken, and will provide written notification to the student and the Student Services Coordinator of the corrective action that has been approved. Students who are not provided full relief sought by their challenge will be informed that they can request a formal hearing with all of the EFA management staff in writing.

Following the meeting of the management staff and student, notification of the decision made will be sent to the student in writing. All decisions made by the management staff following the meeting are final and cannot be appealed.

### **Disclosure of Education Record Information**

Eric Fisher Academy shall obtain written consent from students before disclosing any personally identifiable information from their education records. Such written consent must:

(a) specify the records to be released, (b) state the purpose of the disclosure, (c) identify the party or class of parties to whom disclosure may be made, and (d) be signed and dated by the student.

FERPA states that certain information from student records may be classified as "directory information." The following information has been declared by Eric Fisher Academy as "directory information:"

Name

Address

Telephone listing

Participation in officially recognized activities

Program

Dates of attendance

Degrees and awards received

Photographs

FERPA established rules stating that some personnel and agencies may have access to students' "educational records" without written consent of the students. Eric Fisher Academy will disclose information from a student's education record only with the written consent of the student except:

1. To school officials within the institution who have been determined by EFA to have a legitimate educational interest in the records. School officials include counselors and instructors who are involved in counseling students, administrators who assist in counseling and who advise students with other problems, professional staff and clerical staff who directly relate to the administrative task of the of EFA. A school official has a legitimate educational interest if the official is performing a task that is specified in his or her position description or by a contract agreement, performing a task related to a student's education, or performing a task related to the discipline of a student. When doubt is raised by about an individual's "need to know" or legitimate educational interest in having access to specific information, the issue shall be decided by the EFA Director.
2. To certain officials of the U.S. Department of Education, the Comptroller General, and state and local educational authorities in connection with certain state or federally supported education programs.
3. In connection with a student's request for or receipt of financial aid, as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of that aid.
4. To state and local officials to whom information is specifically required to be reported or disclosed pursuant to state statute adopted prior to November 19, 1974.
5. To organizations conducting certain studies for or on behalf of Eric Fisher Academy
6. To accrediting organizations to carry out their accrediting functions.

7. To parents of eligible students who claim the students as dependents for income tax purposes. Determining dependency, as defined by Section 152 of the Internal Revenue Code, requires a copy of the parents' most recent Federal Income Tax Form. In case of a divorce, separation, or custody, when only one parent declares the student as dependent, Eric Fisher Academy will grant equal access to the student's education records upon demonstration of dependency as described above.

8. To appropriate parties in a health, or safety emergency subject to a determination by the Director.

9. To personnel complying with a judicial order or lawfully issued subpoena, provided that EFA makes a reasonable attempt to notify students in advance of compliance.

**NOTE:** Eric Fisher Academy is not required to notify students if a federal grand jury subpoena, or any other subpoena issued for a law enforcement purpose, orders the College not to disclose the existence or contents of the subpoena.

10. To an alleged victim of any crime of violence (as that term is defined in 18 U.S. C. 16) of the results of any institutional disciplinary proceeding against the alleged perpetrator of that crime with respect to that crime.

Eric Fisher Academy will inform parties to whom personally identifiable information is released that they are not permitted to disclose the information to others without the written consent of the students.

Eric Fisher Academy will maintain a record of all requests for and/or disclosure of information from a student's education records. The record will indicate the name of the party making the request, any additional party to whom it may be re-disclosed, and the legitimate interest the party had in requesting or obtaining the information. The record may be reviewed by the eligible student.

### **Annual Notification of FERPA Rights**

Eric Fisher Academy will give annual notice to current students of their rights under the Act by publishing information online. New students will receive information concerning their rights under the Act through the distribution of an information sheet at orientation.

### **Students Rights After Ceasing Attendance or Graduation**

Students who have ceased attendance or have graduated from Eric Fisher Academy have basically the same FERPA rights as students currently attending, including the right to (a) inspect their education records, (b) have a hearing to amend an education record, and (c) have their education record privacy protected by Eric Fisher Academy. Former students do not have the right to request of Eric Fisher Academy nondisclosure unless they asked, at their last opportunity as students, that no directory information be disclosed.

### **Privacy Rights of Deceased Students**

For twenty-five years following the death of a student, the release of education record information will not be made unless authorized by the student's parents or the executor/executrix of the deceased student's estate.





**Eric Fisher Academy  
Arbitration Agreement and Waiver of Jury Trial**

I, \_\_\_\_\_, and Eric Fisher Academy agree as follows:

Student Initial

\_\_\_\_\_1: Any dispute I may bring against Eric Fisher Academy, or any of its parents, subsidiaries, officers, directors, or employees, with the exception of claims or lawsuits related to or concerning a borrower defense claim or based on an act or omission of the College that relates to the making of a Direct Loan for enrollment at the College, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration conducted by the American Arbitration Association (the “AAA”), under its Consumer Arbitration Rules (“Consumer Rules”), and decided by a single Arbitrator. The arbitration hearing will be conducted in Kansas and in Sedgwick County.

\_\_\_\_\_2: We agree that neither we nor anyone else who later becomes a party to this pre-dispute arbitration agreement will use it to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to other claims. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

\_\_\_\_\_3: We agree not to use any pre-dispute agreement to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. We agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

\_\_\_\_\_4: The Federal Arbitration Act (“FAA”) shall govern the interpretation, scope, and enforcement of this Agreement. Any and all disputes concerning the interpretation, scope, and enforcement of this Agreement shall be decided exclusively by a court of competent jurisdiction, and not by the Arbitrator.

\_\_\_\_\_5: Both Eric Fisher Academy and I explicitly waive any right to a jury trial for all claims that are not a borrower defense claim or based on an act or omission of Eric Fisher Academy that relates to the making of a Direct Loan for enrollment at Eric Fisher Academy. I understand that the decision of

the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction.

\_\_\_\_\_6: This Agreement does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of the small claims court's jurisdiction.

\_\_\_\_\_7: The costs of the arbitration filing fee, Arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by Eric Fisher Academy.

\_\_\_\_\_8: I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action. This provision does not apply to class action claims concerning Eric Fisher Academy acts or omissions regarding the making of a Federal Direct Loan or the provision by Eric Fisher Academy of educational services for which the Federal Direct Loan was obtained. Eric Fisher Academy will not seek to rely on this Agreement to arbitrate a borrower defense claim with a student who obtained or benefited from a Direct Loan.

\_\_\_\_\_9: Any remedy available from a court under the law shall be available in the arbitration.

\_\_\_\_\_10: I may, but need not, be represented by an attorney at arbitration.

\_\_\_\_\_11: Except as specifically required by the laws of the State of Kansas, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.

\_\_\_\_\_12: I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at [www.adr.org](http://www.adr.org). I shall disclose this document to the AAA if I file an arbitration.

\_\_\_\_\_13: If any part of this Agreement is declared unenforceable or invalid, it shall be severable and the remainder of this Agreement shall continue to be valid and enforceable.

I have had an opportunity to fully read and understand this entire agreement. By my above initials and my below signature, I certify, that I have read, understand, and agree to the terms of this agreement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Parent/Guardian Signature (if under 18) Date

\_\_\_\_\_  
Eric Fisher Academy Representative Signature Date

\_\_\_\_\_  
Eric Fisher Academy Representative Name & Title Date