Financial Aid: Policies and Procedures for The Juris Doctor Program

Cost of Attendance

Total Annual COA \$33,097

A student's cost of attendance (COA) is established solely for use in calculating federal financial aid eligibility and awarding financial aid, for a specific period of enrollment. Living expenses are provided below by the California Student Aid Commission. Amounts used in this year's federal COA are as follows:

2019-20 Cost of Attendance (COA) Component	Juris Doctor Degree Program
Tuition (direct cost)	\$10,100
Registration Fee (direct cost)	\$200
Academic, Technology and Library Resources Fee (direct cost) - \$50/course	\$250
Books (indirect cost) 1st Year JD	\$1,971
Loan Fee (indirect cost)	\$218
Room and Board (indirect cost)	\$15,084
Transportation (indirect cost)	\$1,278
Personal/Misc. (indirect cost)	\$3,996

Master Promissory Note and Loan Entrance/Exit Counseling

Before Federal Direct student loans can be processed, the student loan borrower must complete a Master Promissory Note (MPN) and Entrance Loan Counseling. Upon leaving school or enrolling in less than half-time status, the student loan borrower must complete Loan Exit Counseling.

Federal Direct Loan Master Promissory Note (MPN)

The Master Promissory Note, or MPN, is the legal promissory note that a student loan borrower must complete before a federal student can be processed by the University. The MPN is the student's promise to repay the loan. The MPN can be completed on the U.S. Department of Education's website at www.studentloans.gov. It must be completed before ALU can process the student's Federal Direct student loan.

Entrance Counseling

Before ALU can process federal student loans, first-time student loan borrowers at ALU must complete **Loan Entrance Counseling**. The purpose of entrance counseling is to help the borrower understand the rights and responsibilities of borrowing federal student loans. The process takes approximately 20 minutes. ALU notifies students to complete the counseling online at the U.S. Department of Education's website, www.studentloans.gov, anytime before the start of school.

Entrance counseling covers the following topics:

- An explanation of the Master Promissory Note (MPN)
- Importance of student loan repayment
- Description of consequences of default
- Sample repayment schedules
- Information in reference to a borrower's rights and responsibilities
- Information on the National Student Loan Data System (NSLDS)
- Information on possible loss of eligibility for additional Direct Subsidized Loans
- Information on how a borrower's maximum eligibility period, remaining eligibility period, and subsidized-usage period are determined
- The potential for a borrower becoming responsible for all accruing interest on Direct Subsidized Loans during in-school periods, grace periods and periods of authorized deferment
- Impact of borrower responsibility for accruing interest on the borrower's total debt
- Other terms and conditions

Exit Counseling

Exit Counseling is similar to Entrance Counseling and it must be completed by any student loan borrower who graduates, leaves school, or drops below half-time enrollment status. ALU notifies students to complete loan exit counseling online at the U.S. Department of Education website https://studentloans.gov within 30 days of completion of a program, withdrawal from ALU, or when a student ceases to be enrolled at least half-time.

Exit counseling covers the following topics:

- Importance of student loan repayment
- Description of consequences of default
- Sample repayment schedules
- Information in reference to a borrower's rights and responsibilities
- Information on the National Student Loan Data System (NSLDS)
- Information on possible loss of eligibility for additional Direct Subsidized Loans
- Information on how a borrower's maximum eligibility period, remaining eligibility period, and Subsidized-usage period are determined
- The potential for a borrower becoming responsible for all accruing interest on Direct Subsidized
- Loans during in-school periods, grace periods, and periods of authorized deferment
- Impact of borrower responsibility for accruing interest on the borrower's total debt
- Other terms and conditions

Student Loan Disbursement

Please note that ALU will *not* disburse loan funds until all official transcripts have been received.

The Direct Loan program sends the funds to the University to be credited to your student account. In most cases, the loan will be sent (disbursed) in two payment periods, one at the beginning of the academic year and the second at the midpoint, when half of the program weeks and units have been successfully completed.

All aid will be credited to the student's ALU account, in multiple disbursements, proportional to the number of credits scheduled in each payment period. Payment periods may be unequal in length (i.e. your schedule may include more credits in the first payment period and less credits in the second payment period). The Juris Doctor program is non-term which means you will not be paid Title IV aid until you have earned all of the credits hours in that payment period as well as the

weeks in the payment period. When grades for the final course in the payment period have been released, which takes four weeks from the last day of the course, and have been posted on your academic transcripts, the Financial Office will determine if you have earned the credits (at least half of the total credits in the program) and are maintaining satisfactory academic progress (SAP) to receive payment. Any failed courses will delay payment until after successful completion of the next course. If you become ineligible to receive financial aid due to failed grade(s), failure to maintain satisfactory academic progress, or a change in your enrollment status that affects the amount of your expected financial aid, you will be responsible for any tuition incurred during the payment period.

Loan funds are credited to your account in this order:

- 1. Tuition and fees
- 2. Other school charges (with your permission)

If any loan funds remain in your account, the credit balance will be refunded to you by check within 14 days after the balance is created unless you authorized the school to hold a credit balance until the end of the loan period.

The Interest rate for graduate level Federal Direct Loans disbursed on or after July 1, 2019 is 6.08%.

Federal Financial Aid Satisfactory Academic Progress Policy

Federal regulations require institutions to establish a reasonable Satisfactory Academic Progress (SAP) policy for determining whether an otherwise eligible student is meeting SAP in an educational program and may receive financial aid under the Title IV HEA programs. The SAP policy applies to *all* JD students including those not receiving federal financial aid under the Title IV HEA programs.

Students must maintain SAP throughout the duration of their academic program to remain eligible for federal financial aid. SAP is assessed by qualitative and quantitative measures and is evaluated at the end of each completed payment period in the student's academic program.

Qualitative Measure

Grade Average

JD students must have a cumulative program grade average (GA) of 70 at the end of each completed payment period, unless otherwise defined by academic policy. The cumulative program GA is calculated using only those grades earned at the University for the student's current program.

Quantitative Measure

The JD program has a published standard credit load for completion. Pace of completion is evaluated for all periods of attendance at the University, including periods the student did not receive federal financial aid.

Maximum Time Frame

The maximum timeframe to complete the JD program cannot exceed 200% of the published length of the program measured in credit hours attempted. Progress is evaluated cumulatively at the completion of each payment period to ensure completion of the program within the 200% maximum timeframe. If a student cannot complete the program of study within the maximum time frame (as determined at the end of the payment period), the student will be placed on financial aid disqualification status without the ability to appeal.

Pace of Completion

The quantitative measure for the pace of completion is calculated using the following formula:

Cumulative number of credit hours the student successfully completed divided by cumulative number of credit hours the student attempted. At the end of each payment period, the student's pace of completion is evaluated. Credit hours taken at other institutions and accepted toward a student's primary program of study at the University are included in both attempted and completed credit hours when measuring pace of completion. Courses from which the student withdraws are counted as attempted credit hours when calculating the quantitative measurement or program pace.

Evaluation

The University evaluates SAP for the JD program based on a completed payment period (generally, at least 17.5 credit hours, 26 weeks). As a result of the evaluation, a student is assigned a Federal SAP status.

Financial Aid Warning

Students with less than a cumulative 70 GA, or the minimum as stated in the University's academic policy, OR who are not on pace at the end of a completed payment period, are automatically placed on Financial Aid Warning status. The University can disburse federal financial aid funds to students on Financial Aid Warning status for one payment period.

Financial Aid Disqualification

If a student on Financial Aid Warning status does not meet SAP at the end of the subsequent completed payment period, the student is not eligible for additional federal financial aid and will be placed on Financial Aid Disqualification status. Students who are placed on Financial Aid Disqualification status are ineligible for federal financial aid.

Financial Aid Probation

Students who are granted an appeal will be placed on Financial Aid Probation status and will have their financial aid eligibility reinstated based on the appeal. The University can disburse federal financial aid funds to students on Financial Aid Probation status for one probationary payment period, provided all other eligibility requirements are met. The student must meet the University's SAP standards to maintain federal financial aid eligibility. If the University determines, based on the appeal, that the student will require more than one payment period to meet progress standards, the University will place the student on probation and develop an academic plan for the student. The University will review the student's progress at the end of one payment period, as is required of a student on probation status, to determine if the student is meeting the requirements of the academic plan. If the student is meeting the requirements of the academic plan, the student is eligible to receive Title IV aid as long as the student continues to meet those requirements and is reviewed according to the requirements specified in the plan.

Student Notification

The University will notify students at any point during their enrollment if they are placed on or taken off the Financial Aid Warning, Financial Aid Probation, Financial Aid Disqualification statuses, as these affect student eligibility to receive federal financial aid.

Student Financial Aid Appeal

Students placed on Financial Aid Disqualification status due to a violation of the qualitative and/or quantitative standards during the Financial Aid Warning period may appeal the disqualification to regain eligibility for federal financial aid. Students may do so by submitting a written appeal to the Dean of School of Law. If there are unusual circumstances that should be considered during the

appeal process, federal financial aid reinstatement may be possible during a financial aid probation period. All appeals MUST include a written statement to explain the circumstances of why the student failed to make SAP and what has changed in their situation that would allow them to demonstrate SAP at the next evaluation. Approval and/or reinstatement of federal financial aid eligibility are not guaranteed. The Academic Review Committee reviews all appeals on a case-by-case basis. Approval is only granted when there are significant extenuating circumstances. All decisions made by the Academic Review Committee are final.

- Examples of unusual circumstances may include, but are not limited to, the following:
- Death of a relative
- An injury or illness of the student
- Other special circumstances

If students have more than 12 credits remaining in their program of study, they must demonstrate the ability to graduate within the maximum time frame allowed and meet the GPA requirements. If students have 12 or less credits remaining, they must demonstrate the ability to complete the remaining credits successfully.

Regaining Eligibility After Payment Period of Ineligibility

A student who is not making SAP regains eligibility only when the student is in compliance with the University's SAP requirements. Therefore, if a student loses eligibility for federal financial aid as a result of not meeting SAP requirements, the student must pay for the ineligible payment period using non-federal financial aid funds. If the student meets all SAP criteria after the ineligible payment period, the student's academic year will start at the beginning of the eligible payment period following the period of ineligibility. If the ineligible payment period is the second payment period of an academic year/loan period already established, any federal financial aid awarded for the second payment period will be canceled and, if necessary, returned to the funding source.

Maximum Time frame

If at any time during the evaluation period it is determined a student is not going to complete the program of study within the maximum time frame of 200% of the length of the educational program, the student becomes ineligible for federal financial aid. This determination cannot be appealed.

Transfer Credits- Qualitative

A student's program GA is calculated using only grades earned at the University in courses that are applicable to the program. Therefore, transfer credits do not apply when calculating the student's GA at the University. Transfer credits include credits for all courses not completed at the University that are applied toward the completion of the student's degree program.

Transfer Credits- Quantitative

Credits taken at other institutions and applied toward the student's program/version at the University are included in both attempted and completed hours when measuring the student's pace toward completion.

Repeat Courses

Credits from all attempts are included when assessing if the student meets the quantitative component. For more information how repeated courses affect a student's cumulative grade point average, refer to ALU's School of Law Catalog, J.D. academic policy.

Return to Title IV (R2T4) Policy

For students receiving Federal Student Aid (FSA), federal law requires that the University, and in some cases you, the student, return funds you did not earn to the U.S. Department of Education within 45 days from date of determination. The refund process uses a formula to determine the amount of FSA funds a student has earned as of his or her last day of attendance. The Return of Title IV (R2T4) policy is in addition to the institution's refund policy. Both calculations will be calculated when the student withdraws. If a student withdraws *after* completing 60% of the payment period, a student has earned 100% of the FSA funds he or she was scheduled to receive during the period.

If a student withdraws before completing 60% of the payment period, FSA funds must be recalculated using Federal Return of Title IV funds formula:

- A determination of the percentage of the payment period the student has completed, which
 is used to calculate the amount of Title IV financial aid the student has earned, will be based
 on the number of days the student completed up to the last date of academic attendance,
 divided by the total days in the payment period. Any break of 5 days or more is not counted
 as part of the days in the term.
- To determine the amount of aid to be returned, subtract the percentage of aid earned from 100% of the aid that could be disbursed and multiply it by the total amount of aid that could have been disbursed during the payment period as of the date you withdrew.

Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula:

 After the 60 percent point in the payment period, the student will have earned 100 percent of the federal financial aid funds already disbursed to him/her. This calculation concerning federal financial aid is separate and distinct from the institutional refund policy, and may result in the student owing additional funds to the University to cover tuition charges previously paid by federal financial aid prior to student withdrawal.

- If a student earned less aid than was disbursed, the institution would be required to return a portion of the funds (in some cases the student is also required to return a portion of the funds). Keep in mind that when unearned Title IV funds are returned, the school can collect this amount from the student. If the total amount of FSA funds the student earned is greater than the total amount disbursed, the student may be eligible to receive a Post-Withdrawal Disbursement (PWD) of FSA funds. The University will offer any loan amount to a PWD that is due within 180 days of the date that the School determined that the student withdrew. The University must get the student's permission before it can disburse PWD loan funds (written notification provided to the student). The student may choose to decline some or all of the PWD loan funds. No PWD will be made if the student does not respond within 14 days of the written notification date.
- Unearned Federal Student Aid (FSA) funds to be returned, per federal R2T4 regulations, will be made within 45 days of the date that the University determined that the student withdrew (Date of Determination). Since the University does not participate in any federal grant programs, the formula above will only be used to calculate the amount of Title IV loans that may need to be returned. The University only participates in the Unsubsidized Federal Stafford loan (effective July 1, 2012, only unsubsidized Federal Stafford loans are available to graduate students). As such, unearned FSA funds will be returned to the Unsubsidized Stafford loan program. The University will also calculate any refund that may be owed to the student pursuant to the institution's refund policy. If a refund is due, monies will be returned pursuant per institution and accreditation policies.

For the purpose of determining the *amount* of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. For the purpose of determining *when* the refund must be paid, the student shall be deemed to have withdrawn at the end of 14 days. However, if a student notifies the University, in writing, that he or she is withdrawing, the University will use the date on the student's withdrawal letter, or the 14-day after his/her Last Day of Attendance (LDA), whichever is earlier, as the date of determination.

Federal Student Aid (FSA) Student Loan Ombudsman

If you are in a dispute about your federal student loan, contact the Ombudsman Group as a last resort. The Ombudsman Group is dedicated to helping resolve disputes related to Direct Loans, Federal Family Education Loan (FFEL) Program loans, Guaranteed Student Loans, and Perkins Loans:

Online assistance: http://studentaid.gov/repay-loans/disputes/prepare

Telephone: (877) 557-2575; Fax (606) 396-4821

Mail:

FSA Ombudsman Group

P.O. Box 1843

Monticello, KY 42633

Financial Aid Code of Conduct

Abraham Lincoln University participates in the William D. Ford Federal Direct Unsubsidized Student Loan program. To comply with the 2008 Higher Education Opportunity Act, Abraham Lincoln University adopts the following code of conduct to provide guidance to university employees, assure the integrity of the student aid process and uphold ethical conduct of university employees with regard to student loan practices. This code of conduct is applicable to all university employees and agents, the university's Financial Aid Office and the Finance Office.

Our officers, employees, agents and other organizations associated with Abraham Lincoln University, agree to the provisions of this Code of Conduct and will refrain from:

- Refusing to certify or delaying the certification of an education loan based on a borrower's choice of lender.
- Assigning a first-time borrower to a particular private education loan lender through the student's financial aid award or another means.
- Receiving, directly or indirectly: points, premiums, payments, stock or other securities, prizes, travel, entertainment expenses, tuition payment or reimbursement, the provision of information technology equipment at below market value, additional financial aid funds or any other inducement from a guaranty agency or eligible lender in payment for securing applicants for Title IV loans.
- Accepting impermissible gifts, goods, or services from a lender, lender servicer, or guarantor. The institution may accept default prevention, financial literacy, or student aid-related educational services or materials, or other items of a nominal value.
- Accepting philanthropic contributions from a lender, lender servicer, or guarantor that are related to the educational loans provided by the entity that is making the contribution.
- The University will not permit guaranty agencies to conduct fraudulent or misleading advertising concerning loan availability, terms or conditions.
- The University or its employees may not provide names and addresses and/or e-mail
 addresses of students or prospective students or parents to eligible lenders or

- guaranty agencies for the purpose of conducting unsolicited mailings, by either postal or electronic means, of student loan applications.
- Serving on or otherwise participating as a member of an advisory board for a lender, lender affiliate, or lender servicer.
- Accepting from a lender or its affiliate any fee, payment, or other financial benefit (including benefits that may accrue from a revenue sharing agreement) as compensation for any type of consulting arrangement or other contract to provide education loan-related services to or on behalf of the lender.
- Accepting fees or other benefits in exchange for endorsing a lender or the lender's loan products.
- Requesting or accepting an offer of funds for private education loans from a lender, in exchange for our promise to provide the lender with placement on a preferred lender list, or a certain number of volume of private education loans.
- o Accepting call center or financial aid staffing assistance from a lender.