

CATALOG

Academy of Cosmetology & Esthetics, NYC, LLC

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MISSION STATEMENT

Our school's mission is to provide a quality educational system to prepare students to pass the state board examination and gain employment within their chosen field of study. We are passionately committed to providing a solid educational foundation to empower our team in the pursuit of excellence and we strongly believe that when people come first, success will follow.

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Academy of Cosmetology & Esthetics, NYC, LLC is fully equipped to meet all the demands of modern hair and skin care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The facilities include student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment. The main floor of the school is handicap accessible and is equipt with 1 handicap restroom and 1 handicap drinking fountain.

SCHOOL FACULTY

Under the controlling direction of prestigious designers and artists, you will receive a quality education in the exciting and changing industry of hair design and makeup artistry. Our instructors are licensed by the state and are successful professionals who continue to work in their field as time permits.

SCHOOL ADMINISTRATION AS OF JANUARY 2016

Owners: The Academy of Cosmetology & Esthetics, NYC, LLC

Owner/Dean: Frank Bennett

Owner/Director: Anne Bennett

Admissions Leaders: Joseph Yuen

Financial Leader/Operations Leader: Michael Schaab

Financial Aid: Sylvie Malachovsky

Education Leader / Future Professional Advisor: Rosann Ruiz

Learning Leaders: Rosann Ruiz, Laura Lee, Diana Varvaro, Elsa Sclafani, Lauren Giglia, Samantha Miele, Ashley Condon

ADMINISTRATION/OWNERSHIP

The Academy of Cosmetology & Esthetics, NYC, LLC., dba The Academy NYC is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

COURSE DESCRIPTIONS *(All courses are taught in English)*

Cosmetology: Standard Occupational Classification (SOC) 39-5012.00, Classification of Instructional Programs (CIP) Code 12.0401:

The curriculum involves 1000 hours to satisfy New York state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

Makeup Program: Standard Occupational Classification (SOC) 39-5012.00, (CIP) Code 12.0406:

The curriculum involves 80 hours of instruction including an overview of various makeup techniques and applications from contours to fantasy makeup applications. The course is designed to broaden the students' vision and challenge boundaries permitting a more creative approach to the makeup profession..

PARKING

Students must abide by local (city and/or landlord) parking rules, which are announced during orientation. Academy of Cosmetology & Esthetics, NYC, LLC will not be responsible for parking violations and/or towing fees. Municipal parking is available for all students only a short walk away at a moderate fee. Public transportation is recommended and the free Staten Island train stops at the New Drop station only a few blocks from the school.

NONDISCRIMINATION

Academy of Cosmetology & Esthetics, NYC, LLC, in its admission, instruction, and graduation policies and practices, does not discriminate on the basis of sex, race, religion, age, ethnic origin, color, disability, sexual orientation, or ancestry. The school does not allow or tolerate discrimination of any kind, bullying, harassment, or hazing of any sort. If any student or team member experiences or witnesses anyone being bullied, harassed, or hazed in any way, he or she is required to report the matter to the school's director, Anne Bennett, in person or by calling 718-979-9001, or by mail at 187 New Dorp Lane, Staten Island, NY 10306 immediately so appropriate action can be taken.

2016 CLASS START DATES

Cosmetology – All classes are subject to availability.	
DAY SCHOOL:	June 14, July 26, September 13, September 27, November 11
NIGHT SCHOOL:	May 17, August 2, October 18
Makeup– All classes are subject to availability.	
DAY SCHOOL:	Please see the school's Admissions Leader for specific start dates.

ADMISSION REQUIREMENTS

Academy of Cosmetology & Esthetics, NYC, LLC admits as regular students those who are high school graduates or holders of high school graduation equivalency certificates (GEDs). Academy of Cosmetology & Esthetics, NYC, LLC does not accept ability to benefit (ATB) students at this time.

ADMISSION PROCEDURE

- ❶ **Complete an Application Form:** Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting them from Academy of Cosmetology & Esthetics, NYC, LLC.
- ❷ **Submit an Application Fee:** Action will not be taken on admission or any student loan application until an application fee of \$100.00 is received. Please submit the fee in the form of a check or money order, payable to Academy of Cosmetology & Esthetics, NYC, LLC. This fee is not included in the cost of tuition.
- ❸ **Submit Two (2) Photos:** The photos should be a recent head and shoulder shot of the applicant.
- ❹ **Personal Interview:** Applicant must complete a personal interview with the admissions team prior to registration.
- ❺ **Provide Verification Documents:** Copies of your high school diploma, high school transcripts, or GED, and driver's license or birth certificate are required. We are required to verify that your proof of education comes from a valid high school or GED program. If we determine that your diploma or GED certificate is not valid, you will be denied admission to the school.

Academy of Cosmetology & Esthetics, NYC, LLC does not recruit students who are already enrolled in a similar program at another institution.

If you have a disability and need an academic adjustment, please notify the admissions officer as soon as possible so the school can review your request. If you are interested in attending our school and you do not have a high school diploma or GED certificate, please contact our admissions office for a list of GED programs located near the school. Academy of Cosmetology & Esthetics, NYC, LLC does not require a student to have immunizations / vaccinations to enroll in our school.

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory academic progress (SAP) evaluation periods are based on actual contracted hours at the institution. *Please refer to the school Transfer policy for additional information.*

ACCEPTANCE

After a prospect has completed the enrollment application process, the enrollment team and director reviews each applicant and his or her required admissions materials including the written entrance essay and personal interview to determine acceptance. Upon the decision of the enrollment team and director, the applicant receives written notification of acceptance or denial. Note: All applicants must go through the entire enrollment application process (detailed in the enrollment application) which includes re-enroll students (withdrawals) and transfer students.

TERMINATION POLICY

Academy of Cosmetology & Esthetics, NYC, LLC may terminate a student's enrollment for immoral and/or improper conduct, receiving seven (7) coaching sessions, failing to comply with educational requirements, and/ or the terms as agreed upon within the enrollment contract.

STATE LICENSING DISCLAIMER

The state may refuse to grant a license if a student has been convicted of a crime; committed any act involving dishonesty, fraud, or deceit; or committed any act that, if committed by a licensee of the business or profession in question, would be grounds for the Department of State, Division of Licensing Services to deny licensure. The Department of State, Division of Licensing Services denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. Students who are not U.S. citizens or who do not have documented authority to work in the United States will not be eligible to apply to take the state licensure examination. Academy of Cosmetology & Esthetics, NYC, LLC is not responsible for students denied licensure.

ENROLLMENT INFORMATION

- ❶ **Enrollment periods:** Academy of Cosmetology & Esthetics, NYC, LLC usually begins a new cosmetology class about every eight (8) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Academy of Cosmetology & Esthetics, NYC, LLC for exact starting dates.
- ❷ **Holidays and school closures:** Academy of Cosmetology & Esthetics, NYC, LLC allows the following holidays off: 1:00 p.m. on New Year's Eve, New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving Day, 1:00 p.m. on December 24 and December 25, and one day per month for staff personal development. *Unexpected closures and snow days will be announced on Twitter, schools website and Facebook.*
- ❸ **Enrollment contract:** Academy of Cosmetology & Esthetics, NYC, LLC clearly outlines the obligation of both the school and the student in the enrollment contract. A copy of the enrollment contract and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
- ❹ **Methods of Payment:** Academy of Cosmetology & Esthetics, NYC, LLC accepts the following forms of payment – Financial assistance (if qualified), cash, check, credit card, or via payment from an outside agency or scholarship (if applicable).

EDUCATION GOALS FOR COSMETOLOGY PROGRAM

Academy of Cosmetology & Esthetics, NYC, LLC strives to provide a quality educational system that prepares students to pass the state board examination and gain employment within their chosen field of study. Our quality education system includes an outstanding facility, experienced and competent instructors, and a curriculum developed through years of experience and expertise. Our education goals are:

- ❶ To educate students to be professional, knowledgeable, and skilled in their field for marketability within the industry.
- ❷ To maintain a constantly updated program that provides students with the knowledge to compete in their field of study.
- ❸ To promote the continuing educational growth of our faculty and students, using current teaching methods and techniques.
- ❹ To teach courtesy and professionalism as the foundation for a successful career in their chosen field of study.
- ❺ To prepare students to successfully pass the state licensing exam for entry-level employment.
- ❻ To train and graduate students while empowering them to become confident and excited to enter a successful career within the salon and beauty industry.

EDUCATION GOALS FOR MAKEUP PROGRAM

Academy of Cosmetology & Esthetics, NYC, LLC strives to provide a quality educational system and gain employment within their chosen field of study. Our quality education system includes an outstanding facility, experienced and competent instructors, and a curriculum developed through years of experience and expertise. Our education goals are: To educate students to be professional, knowledgeable, and skilled in their field for marketability within the industry. To maintain a constantly updated program that provides students with the knowledge to compete in their field of study. To promote the continuing educational growth of our faculty and students, using current teaching methods and techniques. To teach courtesy and professionalism as the foundation for a successful career in their chosen field of study. To train and graduate students while empowering them to become confident and excited to enter a successful career within the beauty industry.

STUDENTS WHO WITHDRAW FROM COSMETOLOGY PROGRAM

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time the items become the property of Academy of Cosmetology & Esthetics, NYC, LLC.

Students wishing to transfer to another institution must pay all monies owed to The Academy of NYC and all applicable academic requirements must be met in order for the hours to be released.

STUDENTS WHO WITHDRAW FROM MAKEUP PROGRAM

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time the items become the property of Academy of Cosmetology & Esthetics, NYC, LLC. Students wishing to transfer to another institution must pay all monies owed to Academy of Cosmetology & Esthetics, NYC, LLC and all applicable academic requirements must be met in order for the hours to be released.

RE-ENROLL STUDENTS FOR COSMETOLOGY PROGRAM

- ❶ Outstanding tuition, fee, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Leader.
- ❷ Previous tuition payments will be credited to the student's balance.
- ❸ Because tuition fees and costs are subject to change, reentering students will be contracted according to the current tuition costs and will be required to pay any additional fees if applicable.
- ❹ Pay a \$100.00 registration fee.

The school does not deny readmission to any service member of the uniformed services for reasons relating to that service.

Readmission is reserved to the sole discretion of Academy of Cosmetology & Esthetics, NYC, LLC and may require special conditions.

Readmission for a student requires a personal interview with school administration. The reentering student will be placed on 30-day evaluation period. During the 30-day evaluation period the student must demonstrate for that period that they can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine their new status. Students who fail to meet the minimum attendance and academic requirements for that 30-day evaluation period may be terminated. Students who re-enroll the program are placed in the same Satisfactory Academic Progress standing as when they left. If a reenrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new re-enrollment contract.

RE-ENROLL STUDENTS FOR MAKEUP PROGRAM

Outstanding tuition, fees, must be paid in advance or the student must make satisfactory arrangements with the Financial Leader. Previous tuition payments will be credited to the student's balance. Because tuition fees and costs are subject to change, reenrolling students will be contracted according to the current tuition costs and will be required to pay any additional fees if applicable. Pay a \$100.00 registration fee. The school does not deny readmission to any service member of the uniformed services for reasons relating to that service. Re-admission is reserved to the sole discretion of Academy of Cosmetology & Esthetics, NYC, LLC and may require special conditions. Readmission for a student requires a personal interview with school administration. The re-enrolling student will be placed on 5-day valuation period.

TRANSFER STUDENTS FOR COSMETOLOGY PROGRAM

Academy of Cosmetology & Esthetics, NYC, LLC will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. A maximum of 200 hours will be accepted for students who transfer from another school; all transfer students must attend a minimum of 800 hours at Academy of Cosmetology & Esthetics, NYC, LLC to obtain the Paul Mitchell culture and educational program.

Please note that students transferring to another school may not be able to transfer all the hours they earned at Academy of Cosmetology & Esthetics, NYC, LLC the number of transferable hours depends on the policy of the receiving school.

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress (SAP) evaluation periods are based on actual contracted hours at the institution.

TRANSFER STUDENTS FOR MAKEUP PROGRAM

Academy of Cosmetology & Esthetics, NYC, LLC will not accept transfer hours from other schools for the Makeup Program.

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1000 clock hours

The course is divided into pre-clinical classroom instruction and clinical service learning experiences.

- ➊ **Pre-clinical Classroom Instruction:** The first 200 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- ➋ **Clinic Learning Experience:** The remaining 800 hours are spent in the clinic area where practical experience is gained.

COSMETOLOGY COURSE OUTLINE

Your time at Academy of Cosmetology & Esthetics, NYC, LLC for the cosmetology program will be divided into five designations:

- ➊ **Core Curriculum:** A 200-hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods. Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, and chemical texture services.
- ➋ **Clinic Learning Experience:** Your clinic time from 200 to 1000 hours will be guided with individual attention and group learning experiences using workshops, monthly worksheets, and periodic tests developed specifically for this monitoring progress. This is when you begin working on paying clients in the clinic floor area.
- ➌ **Classroom Learning Experience:** Your classroom time from 200 to 1000 hours is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has a specialist in the field who conducts the different elective classes once a week; these may include guest artists, retail, motivation, self-improvement, nail artistry, makeup, etc.
- ➍ **Adaptive Curriculum:** From 200 to 600 hours you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- ➎ **Creative Curriculum:** You will spend your last 400 hours in Academy of Cosmetology & Esthetics, NYC, LLC in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future salon career.

During the creative curriculum you will have the option to apply to be in our Phase II honors program. This is open to all who meet the criteria. Future Professionals must have an academic average of 90% or higher, exceptional attitude, and above a 90% attendance. Future Professionals must apply by submitting a resume and be interviewed by our education team. In Phase II, Future Professionals will have the opportunity to mimic the true salon environment. This means they are held to higher standards such as speed and creativity. They will have the opportunity to work in a designated area in the clinic area.

STATE OF NEW YORK REQUIREMENTS

Cosmetology

The instructional program of Academy of Cosmetology & Esthetics, NYC, LLC meets or exceeds these requirements:

Scope of Curriculum	Hours
① Professional Requirements <ul style="list-style-type: none"> • New York State License Requirements • State and Federal Payroll Requirements • New York State Sales Tax Requirements • Career Opportunities and Placement • Professional Ethics, Conduct and Attitude • Professional Organizations, Trade Shows and Publications 	24
② Safety and Health <ul style="list-style-type: none"> • New York State Laws, Rules and Regulations • OSHA Regulations Concerning Hazardous Materials Communications • Types and Classification of Infectious Organisms (Bacteria, Viruses, Molds, Fungus) • Growth and Reproduction of Infectious Organisms • Infections and Their Prevention • Immunity and Body Defenses • Decontamination and Infection Control • Physical and Chemical Agents 	26
③ Anatomy and Physiology <ul style="list-style-type: none"> • Cells, Tissues and Organs • Body Systems • Basic Principles of Nutrition • Overview of Bones and Muscles of the Head, Arms, Hands, Legs and Feet 	15
④ Hair Analysis <ul style="list-style-type: none"> • Structure • Growth Patterns • Texture • Porosity • Elasticity 	10
⑤ Hair and Scalp Disorders and Diseases <ul style="list-style-type: none"> • Dandruff • Alopecia • Fungal Infections • Infestations • Infections 	10
⑥ Chemistry as applied to Cosmetology <ul style="list-style-type: none"> • Forms and Properties of Matter • Elements, Compounds and Mixtures • Chemical Reactions and Solutions • The pH Scale • FDA Laws Governing Hair Care Products and Product Safety 	5

7 Shampoos, Rinses, Conditioners, and Treatments <ul style="list-style-type: none"> • Client Preparation, Analysis and Consultation • Hair Analysis Instruments and Equipment • Shampooing Products, Composition and Procedures • Rinsing Products, Composition and Procedures • Conditioning Products, Composition and Procedures • Procedures for Hair and Scalp Disorders • Scalp Manipulations 	30
8 Haircutting and Shaping <ul style="list-style-type: none"> • Fundamentals, Principles and Concepts of Design • Scissor Haircutting <ul style="list-style-type: none"> – Nomenclature and Care of Scissors – Techniques and Procedures • Razor Haircutting <ul style="list-style-type: none"> – Nomenclature and Care of Razor – Techniques and Procedures • Clipper Haircutting <ul style="list-style-type: none"> – Nomenclature and Care of Tools – Techniques and Procedures • Removal/Trim of Superfluous Hair • Contemporary and Specialized Haircutting <ul style="list-style-type: none"> – Female Styles; Male Styles – Children Styles • Mustache and Beard Shaping <ul style="list-style-type: none"> – Shaving – Dexterity of the Hands and Razor; Preparation and Procedures 	175
9 Hairstyling <ul style="list-style-type: none"> • Fingerwaving • Pincurling • Skipwaving • Roller Styling • Patterns in Hairstyling <ul style="list-style-type: none"> – Waves, Pin Curls, Rollers and Combinations • Finishing Techniques • Twisting, Wrapping, Weaving, Extending, Locking and Braiding • Traditional Weaving and Styling • Services in Hairstyling <ul style="list-style-type: none"> – Tools and Implements – Blowdrying – Thermal Curling – Hair Pressing • Hair Pieces 	245
10 Chemical Restructuring <ul style="list-style-type: none"> • Chemistry • Chemical Restructuring Products • Client Consultation • Preliminary Procedure of Chemical Restructuring • Procedure of Chemical Restructuring • Corrective Chemical Restructuring 	180

11 Hair Coloring and Lightening <ul style="list-style-type: none"> • Color Theory • Chemistry • Preliminary Procedures of Hair Coloring • Client Consultation • Hair Coloring Procedures • Hair Lightening • Special Effects • Corrective Procedures 	180
12 Nail Care and Procedures <ul style="list-style-type: none"> • Nail Structure • Nail Disorders and Diseases • Nail Shape and Color Analysis • Basic Manicuring and Pedicuring • Manipulations of the Hand, Arm, Leg and Foot • Nail Tip Application <ul style="list-style-type: none"> – Adhesives; Fitting, Design and Application • Nail Wrap Application <ul style="list-style-type: none"> – Silk, Fiberglass and Linen Procedures; Surface Wrapping Natural Nail and Mending; Tip Overlay Wrapping; Repair, Maintenance and Removal • Liquid and Powder Nail Extensions <ul style="list-style-type: none"> – Application Procedures for Tips With Overlays, Natural Nails and Sculptured Nails; Repair, Maintenance and Removal; Chemical Reactions to Liquid and Powder 	40
13 Skin Care and Procedures <ul style="list-style-type: none"> • Structure and Function of the Skin • Skin Conditions and Disorders • Facial and Body Procedures <ul style="list-style-type: none"> – Client Preparation; Skin Analysis and Consultation • Wet and Dry Exfoliations and Applications • Use of Various Products to Enhance the Appearance of the Skin <ul style="list-style-type: none"> – Seaweed, salt, paraffin, mud, ampules, creams, etc. • Discussion for Further Training Required for Advanced Techniques Such as Aromatherapy and Water Therapies • Temporary Methods of Hair Removal <ul style="list-style-type: none"> – Manual Tweezing; Depilatory Lotion; Waxing; Bleaching • Make-Up Application <ul style="list-style-type: none"> – Color Analysis; Morphology of the Face; Product Knowledge, Chemistry and Related Composition; Eyebrow Contouring; Corrections and Contouring; False Eyelashes; Further Training Required for Advanced Techniques 	60
Total Cosmetology Hours	1000

In addition to the state requirements listed above, Academy of Cosmetology & Esthetics, NYC, LLC provides training in the areas of communication skills, professional ethics, salesmanship, decorum, record keeping, and client service record cards.

MAKEUP COURSE OVERVIEW

Course Hours: 80 clock hours

- ① Classroom Instruction: Lecture, model demonstration and videos
- ② Learning Experience: Observation, discussion and hands-on application of techniques.

MAKEUP COURSE OUTLINE

The instructional program of Academy of Cosmetology & Esthetics, NYC, LLC meets or exceeds these requirements:

Scope of Curriculum	Hours
① Advanced Base Formulation <ul style="list-style-type: none">An in depth overview of Color Theory on how to create the perfect skin tone	5
② Advanced Color Theory for Corrective/ Camouflage <ul style="list-style-type: none">The theory of color correcting / neutralizing imperfections (i.e. black eye or bruises) and also the idea of removing colored or unwanted tattoos.	5
③ Face Chart Development and Color Application <ul style="list-style-type: none">A Two-Dimensional face on a sheet of paper and by contouring can recreate and manipulate the chart into a life like 3D face	5
④ Advanced Chiaro Scuro (Face & Body) Sculpting <ul style="list-style-type: none">The different levels of body painting via hi-lighting and contour	5
⑤ Airbrush (Basic, Beauty, Avante-Garde, Fashion) <ul style="list-style-type: none">The fundamentals of airbrushing which consist of the functions of all parts and components	10
⑥ Beauty Makeup Application (Color & Texture) <ul style="list-style-type: none">A clean, beautiful makeup with uses of different colors and textures for Editorial, Print Film, TV, Commercials or Ads or simply for a test shoot to build your portfolio	5
⑦ Fantasy Makeup <ul style="list-style-type: none">A non-traditional beauty with the use of heavily concentrated colors, glitter, pigments, and extreme lashes	30
⑧ Designing Haute Couture Look and Execution <ul style="list-style-type: none">Techniques for runways during fashion week.	5
⑨ History and Period Makeup <ul style="list-style-type: none">The influential periods of makeup applications such as Egyptian, Medieval, Elizabethan, 40's-80's etc.	5
⑩ Makeup For Hi Definition (HD) <ul style="list-style-type: none">The true meaning of HD and the difference between it and Standard or "Low Definition" and levels of importance makeup applications. Includes topics from portfolio management to learning how to set up for test shoots.	5

⑪ Makeup For Black and White <ul style="list-style-type: none"> How to approach doing makeup for black and white photography to recreate Hollywood vintage photos of celebrities. 	5
⑫ Career Development <ul style="list-style-type: none"> The preparation for a high level career which covers creating cover letters, resumes and interviewing skills. 	5
⑬ Bridal <ul style="list-style-type: none"> Learn traditional to modern makeup application including still portraits and video. Develop technical ability to generate the looks for classic, modern and vintage bridal makeup 	5
⑭ Internship / Partnership <ul style="list-style-type: none"> Practice and hone the skills acquired throughout your training to provide you with the finished results needed in order to be successful within the makeup industry 	5
⑮ Final Assessment <ul style="list-style-type: none"> Written and practical exams 	5
Total Course Hours	80

COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 1000-hour course:

- ① Weekly theory exams:** Students must receive a grade of 70% or higher on each weekly theory exam.
- ② 200-hour orientation practical skills evaluation test:** Students must receive a grade of 70% or higher.
- ③ 600 hour exam:** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher.
- ④ 900 hour exam:** The written exam covers an overview of all theory instruction, New York state law, and other items covered on the state cosmetology exam. Students must receive a grade of 84% or higher on all final exams.
- ⑤ Monthly practical worksheets:** Day-time students must complete seven (7); night-time students must complete eleven (11).

MAKEUP PROGRAM TESTING AND GRADING PROCEDURE

Student must pass a written and practical final exam with a minimum of 75%.

MEASURABLE PERFORMANCE OBJECTIVES FOR COSMETOLOGY

- ❶ Complete the required number of clock hours of training.
- ❷ Achieve and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.
- ❸ Satisfactorily pass final written and practical exams.
- ❹ Upon completion, receive a graduation certificate.

MEASURABLE PERFORMANCE OBJECTIVES FOR MAKEUP PROGRAM

- ❶ Complete the required number of clock hours of training.
- ❷ Achieve and receive passing grades on all practical completion requirements and projects including practical and theoretical exams.
- ❸ Satisfactorily pass final written and practical exams.
- ❹ Upon completion receive a completion certificate.

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY FOR COSMETOLOGY

By following safety precautions you contribute to the health, welfare, and safety of the community. Always have good hygiene and be professionally dressed. Keep a first aid kit on hand, follow safety regulations, and keep equipment properly sanitized. The following precautions should always be taken with each client:

- ❶ Protect clients' clothing by appropriately draping them.
- ❷ Ask clients to remove any jewelry, hair accessories, glasses, etc.
- ❸ Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water.
- ❹ Wear gloves when dealing with chemicals.
- ❺ Remember that anything containing chemically active ingredients must be used carefully to avoid injury to you and your client.

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY FOR MAKEUP PROGRAM

By following safety precautions you contribute to the health, welfare, and safety of the community.

- ❶ Always have good hygiene and be dressed professionally.
- ❷ Keep a first aid kit on hand, follow safety regulations, and keep equipment properly sanitized.

INDUSTRY REQUIREMENTS FOR COSMETOLOGY

Students interested in pursuing a career in cosmetology should:

- ① Develop finger dexterity and a sense of form and artistry.
- ② Enjoy dealing with the public.
- ③ Keep aware of the latest fashions and beauty techniques.
- ④ Make a strong commitment to your education.
- ⑤ Be aware that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

INDUSTRY REQUIREMENTS FOR MAKEUP PROGRAM

Students interested in pursuing a career in makeup artistry should:

- ① Develop a sense of form and artistry
- ② Enjoy dealing with the public
- ③ Keep aware of the latest fashions and beauty techniques.
- ④ Be aware that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

STUDENT SERVICES FOR COSMETOLOGY

- ① **Housing:** Academy of Cosmetology & Esthetics, NYC, LLC keeps a file of information about housing in the surrounding areas.
- ② **Advising:** Students are provided with academic advising and additional assistance as necessary. If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Academy of Cosmetology & Esthetics, NYC, LLC also gives advice and information to students on these subjects:
 - a. Regulations governing licensure to practice, including reciprocity among jurisdictions.
 - b. Employment opportunities.
 - c. Opportunities for continuing education following graduation.

STUDENT SERVICES FOR MAKEUP PROGRAM

- ① **Housing:** Academy of Cosmetology & Esthetics, NYC, LLC keeps a file of information about housing in the surrounding areas.
- ② **Advising:** Students are provided with academic advising and additional assistance as necessary.

If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Academy of Cosmetology & Esthetics, NYC, LLC also gives advice and information to students on employment opportunities.

COMPLETION REQUIREMENTS FOR COSMETOLOGY

- 1 Receive the required number of clock hours of training.
- 2 Achieve a cumulative grade point average (GPA) of 2.0 on all practical graduation requirements and projects to include examinations, both practical and theoretical.
- 3 For a student to meet state requirements, all practical worksheets must be completed 100%.
- 4 Satisfactorily pass all final written and practical exams.
- 5 Complete the required theory hours.
- 6 Pay all tuition cost or make satisfactory arrangements for payment of all debts owed to the school.
- 7 Upon graduation the student will receive a graduation diploma.

Once the student has met all these requirements, he/she will receive a GRADUATION DIPLOMA.

Academy of Cosmetology & Esthetics, NYC, LLC reserves the right to retain a student in school if the student's progress is not satisfactory as determined by the school's administration and/or the student fails to complete all listed requirements or fails to pass the written and practical exams. Academy of Cosmetology & Esthetics, NYC, LLC can retain the student until all graduation requirements are met.

For the purposes of transfer or graduation, the school will not release hours until all monies owed to the institution have been paid and all academic requirements pertaining to those hours have been completed.

COMPLETION REQUIREMENTS IN COURSE FOR MAKEUP PROGRAM

The State of New York approved 80 clock hours for this make-up course. Students are expected to complete the course with no more than 10% of the program length in absences and pass the written and practical exam with a minimum of 75%.

GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES FOR COSMETOLOGY

There are many wonderful career opportunities available within the beauty industry. In addition to hair design, this industry also offers opportunities in areas such as skin care, makeup, aromatherapy, nail artistry, product education, platform artistry, and salon management.

Although Academy of Cosmetology & Esthetics, NYC, LLC ***does not guarantee employment upon graduation***, Academy of Cosmetology & Esthetics, NYC, LLC does maintain an aggressive job placement program and will inform students of job openings and opportunities. Academy of Cosmetology & Esthetics, NYC, LLC coordinates placement programs with local and national salons by sending out surveys and inviting salon owners and guest artists to teach and speak at Academy of Cosmetology & Esthetics, NYC, LLC.

COMPLETION, PLACEMENT AND JOB OPPORTUNITIES FOR MAKEUP PROGRAM

There are many wonderful career opportunities available within the makeup industry. In addition to makeup artistry this industry also offers opportunities in areas such as product education and platform artistry.

Although Academy of Cosmetology & Esthetics, NYC, LLC does not guarantee employment upon graduation, Academy of Cosmetology & Esthetics, NYC, LLC does maintain an aggressive job placement program and will inform students of job openings and opportunities.

STUDENT KIT – Cosmetology

Students are responsible to purchase a Paul Mitchell Kit at an additional cost from the tuition. Please note that students are responsible for the purchase of stationery supplies. *Textbook and educational materials may be purchased separately, which may discount kit costs.*

The following items are contained in the Paul Mitchell cosmetology kit:

<p>BRUSHES</p> <ul style="list-style-type: none"> 1 Large Round Boar Brush 1 Large Round Thermal Brush 1 Medium Round Boar Brush 1 Medium Round Thermal Brush 1 Paul Mitchell 407 Styling Brush 1 Paul Mitchell 413 Sculpting Brush 1 Paul Mitchell 427 Paddle Brush 2 Paul Mitchell Color Tint Brushes 1 Small Round Boar Brush 1 X-Large Round Thermal Brush 1 Scalp Brush <p>COMBS</p> <ul style="list-style-type: none"> 1 Paul Mitchell 424 Teal Comb 1 Paul Mitchell 416 Red Comb 1 Metal Pick Teasing Comb 1 Metal Rat Tail Comb 1 Paul Mitchell Detangler Comb 1 Rat Tail Comb 6 Standard Cutting Combs 1 Taper Comb 1 Paul Mitchell 408 Black Comb 1 Clipper 132 Comb 1 Champion C16 Comb 1 Champion C28 Comb 1 YS Park 335 Red Comb 1 YS Park 337 Grey Comb 1 YS Park 339 White Comb 	<p>ACCESSORIES</p> <ul style="list-style-type: none"> 4 Skinny Clips 6 Paul Mitchell Black Clips 1 Chemical Cape 1 Cutting Apron 1 Paul Mitchell Aluminum Spray Bottle 1 Black Handheld Mirror 1 Cutting Apron 1 Paul Mitchell Black Carry Bag 12 Black and White Butterfly Clips 1 Metal Paul Mitchell Case with Logo <p>TOOLS</p> <ul style="list-style-type: none"> 1 Classic Razor 1 Paul Mitchell Tripod 1 Paul Mitchell 1.25 Smoothing Iron 1 Paul Mitchell 6" Scissor/Thinner with Case 2 Mannequin Heads 1 Paul Mitchell Clipper/Thinner 1 Paul Mitchell Ionic 1000 Blow Dryer 1 5.5" Mannequin Scissors 1 Marcel 3/4 M 1000 Curling Iron 	<p>STUDENT EDUCATION MATERIALS</p> <ul style="list-style-type: none"> 1 Cutting System DVD Box Set ISBN 978-0-9743205-2-6, \$300.00 1 Cutting System Cutting Cards ISBN N/A, \$12.00 1 Color System DVD Box Set ISBN 978-0-9743205-1-9, \$300.00 1 <i>The Coloring Book</i> ISBN 978-0-9743205-3-3, \$26.00 1 Color System Skill Cards ISBN N/A, \$2.000 1 Texture System Skill Cards ISBN N/A, \$2.000 1 <i>Paul Mitchell Product Guide Workbook</i> ISBN N/A, \$2.50 1 <i>Connecting to My Future Book</i> ISBN 0-9743205-0-1, \$19.95 1 <i>Be Nice (Or Else!) Book</i> ISBN-13: 978-0-974-993-99-7, \$23.95 1 Multiple Intelligence Letter 1 Service Menu Experience, ISBN-N/A, \$N/A 1 Plugged In thumb drive, Plugged In membership, and MASTERS Audio Club subscription throughout enrollment (minimum 1 year), ISBN N/A, \$30.00 1 The Color paper swatch chart 1 PM Shines paper swatch chart 1 Blonding Brochure 2012 <p>TEXTBOOKS</p> <ul style="list-style-type: none"> 1 <i>Milady's Standard Cosmetology 2012 Textbook</i> ISBN-13: 9781439059302 (Hardcover), \$112.50 1 <i>Milady's Standard Cosmetology 2012 Theory Workbook</i>; ISBN-13: 9781439059234, \$47.95 1 <i>Milady's Standard Cosmetology 2012 Exam Review</i>; ISBN-13:9781439059210, \$35.95
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SCHOOL SUPPLIES

Below is a list of supplies that Future Professionals should purchase or collect before they begin school.

● Combination Lock (<i>no locks with keys</i>)	● Ruler
● Old magazines	● 50 index cards
● Small scrap book	● Poster board
● Notebook	● Binder
● Blue, black, red, green, and purple skinny markers (preferably scented)	● Post-It® notes
● Students will need to purchase additional mannequin heads during the program.	

STUDENT KIT – Makeup

Students are responsible to purchase a Makeup Kit at an additional cost from the tuition. Please note that students are responsible for the purchase of stationery supplies.

The following items are contained in the makeup kit:

1 Mehron Foundation Palette	1 Eyelash Adhesive
2 Senna Blush Palette	1 MAKEUP FOR EVER- Aqua Seal
1 Monda Studio Brush Cleanser 64oz.	1 MAC 15 Pro Palette Eye Shadow
1 Lucas Papaw Oinment	5 Lip Tar (Primary Colors)
1 Embryolisse Rose Water Toner	1 Monda makeup remover cotton swabs
1 Embryolisse Lait Crème Moisturizer	1 Blotting Sheets
2 Mascaras (Waterproof, Non-Waterproof)	1 Powder Puff
3 Kevin Aucoin Eyebrow pencils (Brunette, Blonde, Auburn)	1 Metal Palette
1 IL Maquillage Palette (Small Primary Colors)	1 Metal Spatula
1 Kett Cosmetics Compact Translucent Powder	1 Pack of mini cotton swabs
	1 Pack of mascara wands
	1 Pack of Sponges
	1 Makeup Bag

SCHOLARSHIP POLICY

Academy of Cosmetology & Esthetics, NYC, LLC honors scholarships awarded to potential students by outside sources. Academy of Cosmetology & Esthetics, NYC, LLC does not sponsor internal scholarships for students.

FEDERAL RETURN OF TITLE IV FUNDS POLICY

The school participates in federal financial aid. Please refer to the following refund policy for specific consumer information pursuant to the Federal Financial Aid program.

- ❶ Students who receive loans are responsible for repaying the loan amounts, plus any interest, less the amount of any refunds, and if those student have received federal student financial aid funds, they are entitled to a refund of the monies not paid to the federal student financial aid program fund.
- ❷ For students who have received Title IV financial assistance, the Federal Return of Title IV Funds calculation will be completed first and applicable funds returned. Returned funds will be reduced from the payments received on behalf of the student before applying the institutional refund policy to determine whether the student is owed a refund or if a balance is owed to the institution.
- ❸ If a student has received less aid than that student earned, he/she may be eligible for a post-withdrawal disbursement. If a student is eligible for this disbursement, the school will notify the student in writing of the amount he/she is eligible. The student will have 14 days to accept or decline the disbursement. If an acceptance is not received within this time frame, the institution will not make the post-withdrawal disbursement to the student.
- ❹ The Federal Return of Title IV Funds formula dictates the amount of federal Title IV aid that must be returned to the federal government or the lending institution by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws on or before the 60% point in time in the payment period.
- ❺ The federal formula requires a return of Title IV aid if the student received federal financial assistance in the form of Stafford Loans, Pell Grants, or Plus loans and withdraws on or before completing 60% of the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60% point of time. The percentage that has not been earned is calculated by determining the complement of the percentage earned (e.g., if 40% was earned, 60% was unearned).
- ❻ The amount to be returned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date. The percentage of the payment period scheduled to complete is calculated by dividing the total number of clock hours scheduled to complete by the payment period as of the last date of attendance.
- ❼ If a student unofficially withdraws and has received federal loans, the loans will go into repayment.

Note: A student who withdraws prior to completing 60% of the charging period may be required to repay some of the funds released to the student because of credit balance on the student's account.

The following Title IV refund distribution is used for all financial aid applicants/students due a refund:

- ❶ Federal Unsubsidized Stafford Loan
- ❷ Federal Subsidized Stafford Loan
- ❸ Federal Plus Loan
- ❹ Federal Pell Grant

REFUND POLICY: Per Section 5002 of Education Law

- ❶ The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation.
- ❷ Applicants not accepted by the school shall be refunded all monies paid to the school.
- ❸ A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or 14 days after the last day of attendance, whichever is earlier. Failures of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law).
- ❹ If a student has failed to attend classes for a period of 14 calendar days, the student shall be deemed to have withdrawn and termination notice shall be sent via regular mail.
- ❺ If a student cancels his/her enrollment more than one week (7 days) after signing the enrollment contract, but prior to, or during the first week of classes, a refund of all monies paid to the school less the non-refundable application fee of \$100.00 will be made.
- ❻ The student kit and book charges are non-refundable after they are issued to and accepted by the student.

The Cosmetology day-time schedule is divided into two (2) terms of 16 and 15 weeks each. Total tuition liability is limited to the terms during which the student was terminated and any previous terms completed.

Tuition liability is divided by the number of terms in the program for day-time students. Total tuition liability is limited to the terms during which the student withdrew or was terminated, and any previous term completed. The refund calculation is based on the week of the students last day of attendance.

First Term	If termination occurs school may keep:	Prior to or during the first week	0%
		During the second week	20%
		During the third week	35%
		During the fourth week	50%
		During the fifth week	70%
		After the fifth week	100%

Second Term	If termination occurs school may keep:	During the first week	20%
		During the second week	35%
		During the third week	50%
		During the fourth week	70%
		After the fourth week	100%

The Cosmetology night-time schedule is divided into three terms of 17, 17 and 16 weeks each. Total tuition liability is limited to the term during which the student was terminated and any previous terms completed.

Tuition liability is divided by the number of terms in the program for night-time students. Total tuition liability is limited to the term during which the student withdrew or was terminated, and any previous terms completed. The refund calculation is based on the week of the students last day of attendance.

First Term	If termination occurs school may keep:	Prior to or during the first week	0%
		During the second week	20%
		During the third week	35%
		During the fourth week	50%
		During the fifth week	70%
		After the fifth week	100%
Second Term	If termination occurs school may keep:	During the first week	20%
		During the second week	35%
		During the third week	50%
		During the fourth week	70%
		After the fourth week	100%
Third Term	If termination occurs school may keep:	During the first week	20%
		During the second week	35%
		During the third week	50%
		During the fourth week	70%
		After the fourth week	100%

- ⑦ Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above.
- ⑧ The school does not participate in any teach-out plans with other institutions.
- ⑨ This refund policy applies to tuition and fees charged in the enrollment contract. Other miscellaneous charges the student may have incurred at the institution (EG: extra kit materials, books, products, etc.) will be calculated separately at the time of withdrawal.
- ⑩ The student is entitled to a full refund if the school closes.

REFUND POLICY: Per Section 5002 of Education Law for Makeup program

The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation. Applicants not accepted by the school shall be refunded all monies paid to the school. A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or after missing 4 consecutive school days, whichever is earlier. Failure of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law). If a student has failed to attend classes for a period of 4 consecutive school days, the student shall be deemed to have withdrawn and termination notice shall be sent via regular mail.

- ❶ A student who cancels within 7 days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable registration fee.
- ❷ Thereafter, a student will be liable for:
 - the non-refundable registration fee plus
 - the cost of any textbooks or supplies accepted plus
 - tuition liability as of the student's last date of physical attendance. Tuition liability is determined by the percentage of the program offered to the student.

First Term	If termination occurs school may keep:	0 -15% of the program	0%
		16 - 30% of the program	25%
		31 - 45% of the program	50%
		46 - 60% of the program	75%
		After 60% of the program	100%

Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above. The school does not participate in any teach-out plans with other institutions. This refund policy applies to tuition and fees charged in the enrollment contract. Other miscellaneous charges the student may have incurred at the institution (EG: extra kit materials, books, products, etc.) will be calculated separately at the time of withdrawal. The student is entitled to a full refund if the school closes.

WEEKLY TUITION LIABILITY CHARTS

The following charts explain the amount of tuition the school has earned based upon the specific week of the program at which they withdraw or are dismissed.

Cosmetology (Day-time schedule): (31 Weeks) 2 Terms of 16 weeks and 15 weeks. \$7,250.00 per Term (Amounts listed are total earned for each term at point of withdrawal/dismissal)			
1st Term		2nd Term	
Week 1	\$0.00	Week 1	\$1,450.00
Week 2	\$1,450.00	Week 2	\$2,537.50
Week 3	\$2,537.50	Week 3	\$3,625.00
Week 4	\$3,625.00	Week 4	\$5,075.00
Week 5	\$5,075.00	Week 5-15	\$7,250.00
Week 6-16	\$7,250.00		

Cosmetology (Night-time schedule): (50 Weeks) 3 Terms of 17 weeks, 17 weeks and 16 weeks. \$4,833.33 per Term (Amounts listed are total earned for each term at point of withdrawal/dismissal)			
1st Term		2nd & 3rd Terms	
Week 1	\$0.00	Week 1	\$966.67
Week 2	\$966.67	Week 2	\$1,691.67
Week 3	\$1,691.67	Week 3	\$2,416.67
Week 4	\$2,416.67	Week 4	\$3,383.33
Week 5	\$3,383.33	Week 5-15	\$4,833.33
Week 6-16	\$4,833.33		

Makeup: 4-week Mini-Program (80 hours) \$2,800.00 (Amounts listed are total earned for each term at point of withdrawal/dismissal)	
Hours 0 – 12	\$0.00
Hours 13 – 24	\$700.00
Hours 25 – 36	\$1,400.00
Hours 37 – 48	\$2,100.00
Hours 49 – 80	\$2,800.00

STUDENT FINANCIAL AID RELEASE

The undersigned agrees that The Academy of Cosmetology & Esthetics, NYC, LLC does not guarantee the student loan process in any respect. A Federal Parent Plus loan requires a credit check and is based on the parent's credit. Pre-approval for a Parent Plus loan does not guarantee that the parent will receive a Federal Parent Plus loan. It is critical that the parent be able to pass a credit check when the loan is certified. The school has no control over the approval or decline of a parent's credit history. Nor does the school assume any responsibility for mistakes on any Department of Education financial aid forms. It is up to the student to make sure all forms are accurate and complete.

POLICY FOR VERIFICATION OF TITLE IV FUNDING

The school has policies and procedures that it follows for verification of Title IV funding. Verification is a requirement by the U.S. Department of Education. Students are randomly selected to provide additional information. The school provides students with a verification form so they can collect the necessary information. The school gives the student a 30-day deadline to return the form to the financial office with verification items attached. If verification documents are not submitted by the due date, the student will be placed on a monthly cash pay status until verification is completed. FAME handles our student overpayments and alerts the school so it can make changes to the award packet, which is reported to Common Origination and Disbursement (COD) for the Department of Education.

PAYMENT TERMS AND EXTRA INSTRUCTIONAL CHARGES FOR COSMETOLOGY PROGRAM

The student pays the school the tuition and fees for the program selected in advance upon commencement of the course of study unless other payment arrangements are made and agreed upon by all applicable parties. The school may, at its option and without notice, prevent the Student from attending class until the applicable unpaid balance is satisfied.

Each course has been scheduled for completion within an allotted time frame. It is not realistic to expect to receive an education for free. The school has reserved space, equipment, and licensed instructors for you. During the enrollment contract period, students must maintain a 90% attendance average each month in order to complete the program within the scheduled program length. Students are allowed to miss 10% of their scheduled hours before having to pay extra instructional charges. Students may use the allowed 10% of their scheduled hours for vacation, doctor appointments, illness, etc.

The school will charge additional tuition for hours elapsed after the contract ending date at a rate of \$17.00 per hour, payable in advance, for completion of hours and course requirements. Students will have a maximum of one week to purchase additional hours.

PAYMENT TERMS FOR MAKEUP PROGRAM

The student pays the school the tuition and fees for the program selected in advance upon commencement of the course of study unless other payment arrangements are made and agreed upon by all applicable parties. The school may, at its option and without notice, prevent the Student from attending class until the applicable unpaid balance is satisfied. Each course has been scheduled for completion within an allotted time frame. It is not realistic to expect to receive an education for free. The school has reserved space, equipment, and licensed instructors for you. Students must complete the program within the scheduled program length. Students must complete all required assignments and tests. Students will be permitted to make-up a maximum of 8 hours during the next starting classes (based upon availability). Any additional make-up time over the included 8 hours can be purchased at \$35.00 per hour and must be completed within 3 months of contracted end date.

COST OF TUITION AND SUPPLIES

TUITION – Cosmetology

Tuition	\$14,500.00
Registration Fee (<i>nonrefundable</i>)	100.00
Kit, Equipment, Textbook, Supplies (<i>nonrefundable</i>)	2,995.00
New York State Sales Tax on Kit	237.52
New York Sales Tax on Books	<u>28.29</u>
TOTAL COSTS	\$17,860.81

TUITION – Makeup

Tuition	\$2,800.00
Registration Fee (<i>nonrefundable</i>)	100.00
Makeup Kit (<i>nonrefundable</i>)	995.00
New York State Sales Tax on Kit	<u>88.31</u>
TOTAL COSTS	\$3,983.31

Please contact the school's Financial Aid Leader for payment options. The school accepts cash, credit card, and personal and bank check payments, Veterans Administration Benefits, and ACCES-VR Funding. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. Any remaining funds available for the student will be paid to the student only at which time the course costs have been paid in full.

Financial aid available to those who qualify.

MAKEUP WORK

Students must complete all required assignments and tests. To accommodate students, makeup test days and worksheet periods are scheduled. Students must complete makeup work at the scheduled time. Monthly makeup test dates are posted on the theory and school calendars.

SATISFACTORY ACADEMIC PROGRESS POLICY

Students enrolled in programs approved by NACCAS must meet formal standards that measure their satisfactory academic progress toward graduation. The Satisfactory Academic Progress policy is provided to all students prior to enrollment. The policy is consistently applied to all enrolled students. *Satisfactory Academic Progress Evaluations are maintained in the student file.*

QUANTITATIVE AND QUALITATIVE FACTORS

Factors for measuring the student's progress toward satisfactory completion of the program include maintaining:

- ❶ A minimum cumulative theory grade level of 70%
- ❷ A minimum cumulative academic level of 75% on practical worksheet completion*
- ❸ To determine whether a student meets the academic requirements for Satisfactory Academic Progress, theory and practical grades are averaged together to give a minimum cumulative academic grade of 75%.
- ❹ A minimum cumulative attendance level of 85% of scheduled hours**

**To meet the state practical requirements for graduation, students must eventually complete monthly practical worksheets 100%. See LEARNING PARTICIPATION GUIDELINES.*

***To determine your rate of attendance, divide the cumulative number of hours completed by the scheduled hours to date.*

A student who has not achieved the minimum cumulative GPA of 75% and/or who has not successfully completed at least a cumulative rate of attendance of 85% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that resulted in a status of Financial Aid Probation.

COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME FOR COSMETOLOGY

Day-time students attend five (5) days (Tuesday through Saturday), 32.5 hours per week, from 9:00 AM to 4:30 PM. Night-time night school students attend four (4) days (Tuesday through Friday), 20 hours per week, from 5:00 PM to 10:00 PM. Information regarding other course schedules is available upon inquiry.

The state of New York requires 1000 clock hours for the cosmetology course. Students are expected to complete the course in no more than 117.65% of the program length. If a student is never absent, he/she should complete the course within 30.77 weeks for a day-time student and 50 weeks for a night-time student.

At the end of each evaluation period, the school 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 125% time frame allowed.

COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME FOR MAKEUP

Makeup Program students attend four (4) days (Tuesday through Friday), 20 hours per week, from 9:30 AM to 2:30 PM for 4 weeks. The State of New York approved 80 clock hours for this makeup course. Students are expected to complete the course with no more than 8 hours in absences. At the end of each evaluation period, the school 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 125% time frame allowed.

MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is based on attending at least 85% of the scheduled hours.

COURSE	LENGTH	MAXIMUM TIME FRAME
Basic Cosmetology – Full Time	30.77 Weeks	36.20 Weeks
Basic Cosmetology – Part Time	50 Weeks	58.83 Weeks
Makeup	4 Weeks	5 Weeks

The maximum time frame allowed for transfer students who need less than full course requirements or part-time students will be determined based on 85% of the scheduled contracted hours. If a student fails to complete the program within the maximum time frame they will lose their eligibility for Title IV programs, if applicable, but they will be able to complete the program on a cash pay basis.

INTERRUPTIONS, COURSE INCOMPLETES, AND WITHDRAWALS

If the student needs to take off more time than allotted in the contract or more than 14 consecutive calendar days, he/she must drop and reenroll when ready to return. Students who withdraw prior to completing the course of study and who wish to reenter will reenter at the same progress status as applicable at the time of withdrawal.

NONCREDIT, REMEDIAL COURSE, AND REPETITIONS

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

LEAVE OF ABSENCE

The school does not have a leave of absence policy.

TRANSFER HOURS

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress evaluation periods are based on actual contracted hours at the institution.

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Formal Satisfactory Progress Evaluations in both attendance and academics will occur when cosmetology students reach 450, 900, and 1000 *scheduled hours*. The first evaluation will occur no later than the midpoint of the academic year.

The following grading system is used to evaluate a student's academic ability:

- ① Examinations are given in all subjects.
- ② Grades and attendance (Satisfactory Academic Progress) records are reviewed and signed by the student and maintained in the student's financial file. The student may request to review their financial aid file from the Financial Aid Leader or Director.

The following grading scale is used for theory progress:

A = 90 – 100% B = 80 – 89% C = 75 – 79% Failing = Below 75%

The state of New York requires that a student have an accumulative Grade Point Average (GPA) of 2.00:

A = 90 – 100% = 4.00 B = 80 – 89% = 3.00 C = 75 – 79% = 2.00 Failing = Below 75% = 1.5

Practical and clinical work is graded by a signature on the student's practical clinic worksheet or guest ticket. A signature from an instructor represents a passing grade, which means all elements of the practical grading criteria were met. No signature indicates a failing score, which means one or more of the practical grading criteria elements were not met and the student has not met minimum satisfactory standards on the practical application. Students are required to continue and/or repeat the practical application until they receive a signature from an instructor.

**The school uses a 900-hour academic year for Title IV purposes.*

DETERMINATION OF PROGRESS STATUS

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory progress until the next scheduled evaluation.

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS *for those who qualify*

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

WARNING

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning and considered to be making satisfactory academic progress while during the warning period which is until the next evaluation period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. During the Financial Aid Warning period, students are eligible, if applicable, to receive financial aid funds. If at the end of the warning period, the student has still not met both academic and/or attendance requirements, he/she may be placed on probation and, if applicable, the student may be deemed ineligible to receive Title IV funds.

PROBATION

Students who fail to meet the minimum requirements for attendance and academic progress after the Warning period, the student will be placed on probation and considered to be making satisfactory academic progress while during the probationary period, if the student appeals the decision, and prevails upon appeal.

Additionally, only students who have the ability to meet satisfactory academic progress policy standards by the end of the evaluation period may be placed on probation. 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 satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or set forth by the academic plan, the student will be determined as NOT making satisfactory academic progress, and if applicable, the student will not be deemed eligible to receive Title IV funds.

APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has five (5) calendar days from the date of notification that they are not meeting the second consecutive satisfactory progress determination to appeal the unsatisfactory academic progress determination. The student must submit a written appeal to the school's financial aid office on the designated schools Appeal 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.

The reasons for which a student 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 circumstances.

The 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's file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

If the appeal is granted the student will be placed on Financial Aid Probation for one evaluation period. If the student has not met academic and/or attendance requirements for two (2) consecutive evaluation periods, and does not prevail on appeal, the student will be determined as not making satisfactory progress and may be terminated.

This policy applies to all students regardless of whether or not they are eligible for Title IV funding programs. In order to comply with USDE requirements the terminology financial aid warning or financial aid probation will be used for both Title IV and non-Title IV students.

TERMINATION APPEAL PROCEDURE

If a student is terminated due to receiving the maximum amount of coaching sessions, or due to the reasons outlined under termination on the Student Advisory Form, the student may appeal the termination decision. A student has five (5) calendar days from the date of termination to appeal the decision. The student must submit a written appeal to the school's Future Professional Advisor on the school's Termination Appeal Form describing why they were terminated, 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 continue through the program without incident.

An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the student, parent/guardian (if the student is a dependent minor), the student's learning leader, the future professional advisor, and the school director. A decision on the student's appeal will be made within three (3) business days by the director of education and will be communicated to the student in writing. This decision will be final.

If a student is terminated for gross misconduct, which includes but is not limited to reporting to school under the influence of alcohol or illegal drugs, cheating, stealing, insubordination, threats, and/or bullying, such termination is final and may not be appealed.

STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

The Family Educational Rights and Privacy Act (FERPA) sets a limit on the disclosure of personally identifiable information from school records and defines the rights of students to review and request changes to the records. FERPA generally gives postsecondary students the rights to:

- ❶ Review their education records,
- ❷ Seek to amend inaccurate information in their records, and
- ❸ Provide consent for the disclosure of their records.

Students (or parents or guardians, if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 45 days from the date of the request. Copies of all records can be requested at \$0.20 per page.

General Release of Information

Except under the special conditions described in this policy, a student must provide written consent before a school may disclose personally identifiable information from the student's education records. The written consent must:

- ❶ State the purpose of the disclosure,
- ❷ Specify the records that may be disclosed,
- ❸ Identify the party or class of parties to whom the disclosure may be made, and
- ❹ Be signed and dated.

FERPA Disclosures to Parents

While the rights under FERPA have transferred from a student's parents to the student when the student attends a postsecondary institution, FERPA does permit a school to disclose a student's education records to his or her parents if the student is a dependent student under IRS rules.

Note that the IRS definition of a dependent is quite different from that of a dependent student for Financial Student Aid (FSA) purposes. For IRS purposes, students are dependent if they are listed as dependents on their parent's income tax returns. (If the student is a dependent as defined by the IRS, disclosure may be made to either parent, regardless of which parent claims the student as a dependent.)

A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student. A school may let parents of students under age 21 know when the student has violated any law or policy concerning the use or possession of alcohol or a controlled substance.

A school official may share with parents information that is based on that official's personal knowledge or observation and that is not based on information contained in an education record.

Release of Information to Regulatory Agencies

Disclosures may be made to authorized representatives of the U.S. Department of Education for audit, evaluation, and enforcement purposes. "Authorized representatives" include employees of the Department, such as employees of the Office of Federal Student Aid, the Office of Postsecondary Education, the Office for Civil Rights, and the National Center for Education Statistics, as well as firms under contract to the Department to perform certain administrative functions or studies.

In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student information is needed to determine the amount of the aid, the conditions for the aid, or the student's eligibility for the aid, or to enforce the terms or conditions of the aid.

Academy of Cosmetology & Esthetics, NYC, LLC provides and permits access to student and other school records as required for any accreditation process initiated by the school or by the National Accrediting Commission of Career Arts and Sciences (NACCAS), or in response to a directive of said Commission.

Disclosures in Response to Subpoenas or Court Orders

FERPA permits schools to disclose education records, without the student's consent, to comply with a lawfully issued subpoena or court order.

In most cases, the school must make a reasonable effort to notify the student who is the subject of the subpoena or court order before complying, so the student may seek protective action. However, the school does not have to notify the student if the court or issuing agency has prohibited such disclosure.

A school may also disclose information from education records, without the consent or knowledge of the student, to representatives of the U.S. Department of Justice in response to an *ex parte* order issued in connection with the investigation of crimes of terrorism.

Disclosures for Other Reasons

There are two different FERPA provisions concerning the release of records relating to a crime of violence. One concerns the release to the victim of any outcome involving an alleged crime of violence (34 CFR 34 CFR 99.31[a][13]). A separate provision permits a school to disclose to anyone the final results of any disciplinary hearing against an alleged perpetrator of a crime of violence where that student was found in violation of the school's rules or policies with respect to such crime or offense (34 CFR 99.31[a][14]).

Directory Information

Academy of Cosmetology & Esthetics, NYC, LLC does not publish "directory information" on any student.

Record Maintenance

All requests for releases of information are maintained in the student's file as long as the educational records themselves are kept. Student records are maintained for a minimum of seven (7) years for withdrawal students; transcripts of graduates are kept indefinitely.

Amendment to Student Records

Students have the right to seek an amendment to their school records. To seek an amendment, students must meet with the school director and bring any supporting documentation to show that the record is incorrect.

A parent or eligible student may file a written complaint with the Family Policy Compliance Office regarding an alleged violation under the Family Educational Rights and Privacy Act. The Office's address is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW., Washington, DC 20202.

PERFORMANCE STATISTICS/JOB OUTLOOK

Academy of Cosmetology & Esthetics, NYC, LLC performance statistics for the calendar year 2014:

Graduation	Placement	Licensure
80.61%	73.42%	100%

According to the 2010-2020 Occupational Outlook Handbook published by the U.S. Department of Labor, Overall employment of barbers, hairdressers, cosmetologists, and shampoo specialists is expected to grow 14 percent from 2010 to 2020, as fast as the average for all occupations. Growth rates will vary by specialty.

Employment of hairdressers, hairstylists, and cosmetologists is projected to grow 16 percent, about as fast as the average for all occupations. Demand for hair coloring, hair straightening, and other advanced hair treatments has increased in recent years, a trend that is expected to continue over the coming decade.

PROGRAM INTEGRITY

Academy of Cosmetology & Esthetics, NYC, LLC is currently accreditation by NACCAS and uses its calculation for student placement based on each program offered. For the most recent annual reporting period, the school shows the following data for the cosmetology program:

Placement rate	On-time graduation rate	Median Loan Debt
73.42%	49%	2014-2015: Title IV: \$5,500.00. Non-Title IV: \$0. Institutional: \$0. Total Loan Debt: \$5,500.00

For more information about our graduation rates, the median debt of students who completed the program, and other important information, please visit our Web site at:

<http://nyc.paulmitchell.edu/programs/cosmetology>.

OCCUPATIONAL EDUCATION DATA SURVEY (OEDS DATA)

Report Period: July 1, 2013-June 30, 2014		Report Period: July 1, 2014-June 30, 2015	
New enrollments	88	New enrollments	79
Still enrolled/continuing from prior year	72	Still enrolled/continuing from prior year	51
Total students in reporting period	160	Total students in reporting period	130
Still enrolled/continuing to next period	51	Still enrolled/continuing to next period	38
Non-Completers	24	Non-Completers	13
Graduates	85	Graduates	79
Graduate Placement Data			
Employed: Related Field	62	Employed: Related Field	61
Employed: Slightly related Field	1	Employed: Slightly related Field	0
Employed: Unrelated Field	6	Employed: Unrelated Field	4
Employed: Military	0	Employed: Military	0
Seeking Employment	2	Seeking Employment	1
Pursuing Additional Education	0	Pursuing Additional Education	2
Other, Unavailable for Employment	0	Other, Unavailable for Employment	0
Status Unknown	14	Status Unknown	11

State of New York Written & Practical Pass/Fail Report 7/1/14 – 6/30/15							
Written				Practical			
Total Tested	Number Passed	Number Failed	Percent Passed	Total Tested	Number Passed	Number Failed	Percent Passed
68	38	30	55.9%	41	37	4	90.2%

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

All students must commit to and follow the Student Professional Development Guidelines during their enrollment at Academy of Cosmetology & Esthetics, NYC, LLC. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience.

Attendance and Documentation of Time for Cosmetology

- ❶ The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and does not round hours. To ensure proper credit for clock hours, students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day.
 - ❷ The school is open from 9:00 AM to 4:30 PM for day students and 5:00 PM to 10:00 PM for night students.
 - ❸ All courses require continuous attendance.
 - ❹ The prescribed attendance schedule must be maintained each week.
 - ❺ Arrive to classes on time. If you are not clocked in by 10:00 AM you must not clock in until 12:30 PM after you have had lunch. Clocking in after 12:30 PM will not be permitted. Night students may not clock in after 6:00 PM. Excessive tardiness may result in coaching session.
 - ❻ Night students may not miss Friday, if a Friday is missed, corrective action steps will be taken by Education Leader or Director. Day students may not miss Saturdays. If a Saturday is missed, corrective action steps will be taken by Education Leader or Director.
 - ❼ Students must be on time, as tardiness inhibits the learning process. Students who are late for theory class may not enter the classroom and will not receive theory credit. They may “clock in” and will be assigned special projects or assignments pertaining to their course of study, if a class is available to accommodate them. Students who are late for a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work in the clinic.
 - ❼ During the contracted enrollment period, applicant student must maintain a 90% attendance average each month in order to complete the program by the contracted end date. The student is allowed to miss 10% of his or her scheduled hours before having to pay extra instructional charges. The student may use the 10% excused absences for vacation, doctor appointments, illness, etc.; however, the student may not be out of school 14 consecutive calendar days or he or she may be terminated. If the student must attend additional program hours beyond his or her contracted end date due to not meeting a 90% attendance average or to complete academic graduation requirements, the student will be charged an additional \$17.00 for each hour scheduled to complete after the contracted end date is reached.
- **Refer to the school enrollment contract for the Enrollment Contract Period definition.***
- Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.***
- ❽ Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 9:00 AM; night students must call in by 4:45 PM.
 - ❾ Students must request time off from school from the Education Leader.
 - ❿ Lunches and breaks are scheduled for all students. Day students will take 30 minutes for lunch between 12:00 noon and 1:30 PM, if possible, according to their booking. Students should communicate with their instructor if they have not had lunch by 1:30 PM. Night students take a 15 minute break.

- ⑪ Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission.
 - a. Students who leave school premises any other times besides lunches and breaks must obtain permission from a staff member. Documentation of this time must be done by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out.
 - b. Students who leave school premises for less than 15 minutes must sign the sign-out sheet.
 - c. Day Students must sign out on the break sheet for 30 minutes every day. Students will not receive credit for the time if they fail to sign out for lunch.
- ⑫ Students may not clock in or out for another student.
- ⑬ Students must keep a record of all services each day on the "service tracking sheet," which must be completed daily and turned in every month.
- ⑭ The attendance register is kept at the school at all times. The classroom instructor maintains the attendance register. In the event of a substitute instructor, the substitute instructor will be responsible for the day's attendance and will initial the attendance register.

Attendance and Documentation of Time for Makeup

- ① The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and does not round hours. To ensure proper credit for clock hours, students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day. Students are not permitted to clock in to school after 10:30am.
- ② The student pays the school the tuition and fees for the program selected in advance upon commencement of the course of study unless other payment arrangements are made and agreed upon by all applicable parties. The school may, at its option and without notice, prevent the student from attending class until the applicable unpaid balance is satisfied. Each course has been scheduled for completion within an allotted time frame. It is not realistic to expect to receive an education for free. The school has reserved space, equipment, and licensed instructors for you. During the enrollment contract period, student must complete the program within the scheduled program length.

Scheduled Program Length is defined as:

Cosmetology:
 Hours in program = 80 hours
 Absent allowance = 8 hours
 Scheduled Program Length = 88 hours

Please note that students who miss more than 4 consecutive school days will be terminated from the program.

- ① Students who are late or cannot attend school must contact the school and inform the school service desk immediately by 9:00am.
- ② Students must request time off from school from the Education Leader. A break is scheduled for all students in the makeup program. Students should communicate with their Educator if they have not had a break. Students may not leave the school premises during regular hours without an instructor's permission.
- ③ Students who leave school premises any other times besides breaks must obtain permission from a staff member. Documentation of this time must be done by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out.

- ④ Students who leave school premises for less than 15 minutes must sign the sign-out sheet. Students will not receive credit for the time if they fail to sign out for break.
- ⑤ Students may not clock in or out for another student. The attendance register is kept at the school at all times. The classroom instructor maintains the attendance register. In the event of a substitute instructor, the substitute instructor will be responsible for the day's attendance and will initial the attendance register.

TARDINESS/CUTTING CLASS

If you are late or cannot attend school you must contact the school. Day students must call in by 9:00 a.m. Night students must call in by 4:45 p.m. Students must be on time as it inhibits the learning process. Students who are late for Theory class may not enter the classroom and will not receive theory credit. Students who are late for a specialty cutting, coloring, perming, or specialty class may attend the class, but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work in the clinic. Cutting class is not tolerated and may lead to in or out of school suspension. All students are required to attend their class of study. Day students must arrive to school by 10:00 a.m. Night students must arrive to school by 6:00 p.m. Students that do not arrive by these times may not attend school on that day. Only the Director can approve valid documented exceptions.

Professional Image: A professional image is a requirement for successful participation in school. Students must maintain the following professional dress code:

- ① Core and Phase One students must wear all black.
- ② Phase Two students must wear black or white in any combination. Colored jewelry is acceptable.
- ③ Clothing must be professional, clean, and free of stains and tears.
- ④ Body piercing is to be kept to a minimum.
- ⑤ Shoes should be black, closed toed, professional, and comfortable for all students.
- ⑥ Hair must be clean and styled prior to arriving at school. Ponytails are not acceptable.
- ⑦ Cosmetics must be applied prior to arriving at school, using trend-appropriate makeup techniques.
- ⑧ The following is a list of unacceptable dress:
 - a. Tennis shoes, gym shoes, Crocs, winter boots, Uggs, beach sandals, or opened toed shoes.
 - b. Yoga or gym pants
 - c. Tank or sleeveless tops
 - d. Colored shoes, belts, and scarves
 - e. Printed T-shirts other than those with a PAUL MITCHELL logo; acceptable T-shirts must be clean and professional, and you must dress them up
 - f. Short skirts and capris must be no shorter than 3 inches above the knee.
 - g. Hats, visors, bandanas, caps, or beanies
 - h. Hooded sweatshirts, jackets, or tops
- ⑨ Students who fail to comply with the professional dress code will be given coaching sessions and might be asked to leave and return with appropriate attire.

Sanitation and Personal Services

- ❶ Students must keep workstations and classroom areas clean, sanitary, and clutter free at all times.
- ❷ Students must clean their stations, including the floor, after each service.
- ❸ Hair must be swept up immediately after a service is completed, before blow drying.
- ❹ Workstations must be cleaned at the end of the day, prior to clocking out for the day.
- ❺ Students may have their hair or other services done Tuesday through Thursday. To receive a service, students must do the following prior to starting the service:
 - a. Notify an instructor
 - b. Be scheduled off the service books by a Learning Leader
 - c. Pay for service supplies including perms, tints, bleaches, rinses, conditioning, treatments, manicures, nails, etc.
 - d. If a service guest comes in and the service desk personnel needs the student giving the personal service or the student receiving it to take care of the guest, then the students must reschedule their personal service and complete the assigned service guest appointment.
 - e. Personal services are considered rewards and scheduled for students who are up to date with all projects, tests, and worksheets. School assignments and successful learning are the priority.

Communication Guidelines and Professional Conduct

- ❶ Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic floor area.
- ❷ Only emergency calls are permitted on the business phone. If there is an emergency please instruct your family and friends to call the service desk at (718) 979-9001.
- ❸ Cell phones are only permitted in the student lounge (cafeteria).
- ❹ Students may not visit with another student who is servicing a client.
- ❺ Students may not gather around the reception desk, reception area, or offices.
- ❻ Food and drinks are allowed only in the lunchroom.
- ❼ Academy of Cosmetology & Esthetics, NYC, LLC is a smoke-free campus.
- ❽ Stealing or taking school or another's personal property is unacceptable.
- ❾ During class time, students are not permitted to visit the administrative offices.

Learning Participation Guidelines for Cosmetology

- ① Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable.
- ② Students will be expected to maintain an average of 75% on all theory tests and assignments.
- ③ Students must take all appointments assigned to them. This includes last-minute walk-ins.
- ④ Students may not be released from required theory class to take a client.
- ⑤ Only desk personnel may schedule or change client service appointments.
- ⑥ All services must be checked and the service ticket initialed by an instructor.
- ⑦ Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- ⑧ Students will receive clock hours during the times they fully participate in their learning experience.
- ⑨ When students are not scheduled with service appointments or are not scheduled to attend theory or an elective class, they may focus on the following:
 - a. Completion of monthly worksheets
 - b. Completion of theory review worksheets
 - c. Performing a service on another student with prior approval of a Education Leader or Future Professional Advisor.
 - d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
- ⑩ Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- ⑪ Students may not perform hair, skin, or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, or nail services outside of school will be reported to the state board and may result in your inability to receive a professional license.
- ⑫ Students are responsible for their own equipment and may use a station drawer only while working at that station. All equipment, tools, and personal items must be secured in their assigned locker. Academy of Cosmetology & Esthetics, NYC, LLC is not responsible for any lost or stolen articles.
- ⑬ Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- ⑭ Day students worksheets are due the last Saturday of the month and night students are due the last Friday of the month.
- ⑮ If a student fails to complete a worksheet 100%, the student will be placed on the Back on Track list and will remain on the list until the following month, as long he/she completes the worksheet.

COACHING AND CORRECTIVE ACTION

Part of your learning experience includes fine-tuning and mastering the skills and behaviors of a salon professional. The school team will coach all students to correct noncompliant or destructive behavior.

The following actions may be inspected for noncompliance:

- ❶ **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices. Students may be clocked out, released for the day, or suspended when they do not comply with guidelines.
- ❷ **Professional Image Standards:** Professional image standards were created to provide guidance and direction to students as they develop their professional image and persona. Students may be clocked out and released for the day when they do not meet professional image standards.
- ❸ **Sanitation and Personal Service Procedures:** Sanitation and personal service procedures have been established to comply with state laws and to provide a safe and clean service environment. Students may be clocked out and released for the day when they do not follow sanitation and personal service procedures.
- ❹ **Communication Guidelines and Professional Conduct:** It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and students all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct. Students who fail to follow communication guidelines and who do not conduct themselves in a respectful and professional manner may experience suspension or termination.
- ❺ **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as "future salon professionals" and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students. Students who fail to meet the guidelines and create challenges for other students or staff may be released from school, suspended, or terminated.

Corrective Action Steps for Cosmetology

Once a student has received five (5) coaching sessions, the student may be suspended from school for five (5) days. Suspended students will be required to pay the administrative re-enroll fee. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student's attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/ or immoral conduct. Refer to the school Future Professional Advisory.

When monitoring students for unofficial withdrawals, the school is required to count any days that a student was out of school on suspension as a part of the 14 consecutive days of non-attendance used to determine whether the student will be returning to school.

We believe in providing a quality environment with an exceptional educational program. This framework gives everyone the opportunity to enjoy the experience. The entire staff appreciates the students' respect of these guidelines.

Corrective Action Steps for Makeup

Once a student has received three (3) coaching sessions, the student may be subject to termination from the program. Terminated students may appeal via a written request to the school administration documenting any extenuating circumstances. The school administration will render a decision within 5 days of receipt of the appeal letter. If student's appeal is successful they will only be readmitted to school upon paying the \$100.00 reenrollment fee. Students may resume at the point of termination within the next starting classes (based upon availability). If a student receives two (2) more coaching sessions after readmission from termination, the student's attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/ or immoral conduct.

When monitoring students for unofficial withdrawals, the school is required to count any days that a student was out of school on suspension as a part of the 4 consecutive school days of non-attendance used to determine whether the student will be returning to school.

We believe in providing a quality environment with an exceptional educational program. This framework gives everyone the opportunity to enjoy the experience. The entire staff appreciates the students' respect of these guidelines.

POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

- ❶ **Accommodation Procedures for Students with Disabilities**
- ❷ **Grievance Procedures for Students who have Complaints on the Basis of Disability**

❶ Accommodation Procedures for Students with Disabilities

Non-Discrimination Policy — It is the policy of Academy of Cosmetology & Esthetics, NYC, LLC to comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which are Federal laws that prohibit discrimination on the basis of disability. Academy of Cosmetology & Esthetics, NYC, LLC does not discriminate on the basis of disability against a qualified person with a disability in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a student's participation in a program of Academy of Cosmetology & Esthetics, NYC, LLC. This applies to all students and applicants for admission to The School. Academy of Cosmetology & Esthetics, NYC, LLC will provide reasonable accommodations to students with disabilities.

Definition of an Individual with a Disability — An *individual with a disability* is a person who has a physical or mental impairment which substantially limits one or more major life activities of the individual. These persons are protected by Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Individuals with a record of such an impairment and individuals who are regarded as having such an impairment are also protected by these Federal laws. The definition of "disability" in Section 504 and the ADA should be interpreted to allow for broad coverage.

The phrase *physical impairment* means a physiological disorder or condition, a cosmetic disfigurement, or an anatomical loss, that affects one or more of the following body systems: neurological; musculoskeletal; special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.); respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine. Examples include, but are not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV disease (symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

The phrase *mental impairment* means any mental or psychological disorder, including but not limited to, mental retardation, organic brain syndrome, emotional or mental illness, specific learning disabilities, post-traumatic stress disorder, depression and bi-polar disorder. The phrase substantially limits must be interpreted without regard to the ameliorative effects of mitigating measures, other than ordinary eyeglasses or contact lenses. Mitigating measures are things like medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications that an individual may use to eliminate or reduce the effects of an impairment. These measures cannot be considered when determining whether a person has a substantially limiting impairment. An impairment that is episodic or in remission is a disability if, when in an active phase, it would substantially limit a major life activity. For example, a student with bipolar disorder would be covered if, during manic or depressive episodes, the student is substantially limited in a major life activity (e.g., thinking, concentrating, neurological function, or brain function).

The phrase *major life activities* means functions such as caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

The School's Responsibilities to Students with Disabilities

The School must provide *academic adjustments*, *auxiliary aids* and *reasonable accommodations* to students with disabilities, that are necessary to ensure students are not denied the benefits of, or excluded from participation in, The School's program. The School must make modifications to its academic requirements that are necessary to ensure that the requirements do not discriminate against students with disabilities. The School must ensure that it provides physical access to students with disabilities. It is also the responsibility of Academy of Cosmetology & Esthetics, NYC, LLC to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at Academy of Cosmetology & Esthetics, NYC, LLC Campus is: Rosann Ruiz; ADA Compliance Coordinator; 187 New Drop Lane, Staten Island, NY 10306; (718) 979-9001; rosann@theacademynyc.com.

When a student informs a School staff member that the student is disabled, or needs accommodations or assistance due to disability, the staff member will refer the Student to The School's ADA Compliance Coordinator.

Procedures for Students and The School

Documentation of disability by students — Students with disabilities who wish to request reasonable accommodations (including academic adjustments, auxiliary aids, or modifications) must contact the ADA Compliance Coordinator named above for their campus. Students must provide documentation of disability from an appropriate professional, which depends on the nature of the disability. For example, a student with a psychological disability should provide documentation from a psychologist, psychiatrist or social worker.

This documentation may be the student's existing medical records, or reports created by the student's medical provider or an appropriate professional who conducts an assessment of the student. It may be documentation from the student's past educational records such as reports from teachers or school psychologists, or records that show the student's educational history, disability assessment, and the accommodations the student previously received. It may be records from the state department of rehabilitation or the U.S. Department of Veterans Affairs. Documentation should be current and relevant, but that does not mean that a recent report or record is needed in all cases. Some disabilities are stable lifelong conditions and historic documentation will be sufficient. Some disabilities are readily apparent and observable and thus little or no documentation will be needed.

The documentation of disability is kept at all times in a locked, private file at The School. To protect privacy, direct access to this documentation is by written consent only. The ADA Compliance Coordinator will determine what information needs to be shared with Academy of Cosmetology & Esthetics, NYC, LLC staff and Learning Leaders, on an "as needed basis," in order to facilitate academic accommodations or other services.

Student requests for accommodations and interactive discussion with ADA Compliance

Coordinator — Students who plan to request accommodations should contact the ADA Compliance Coordinator promptly, so there is time for the Coordinator to review the student's documentation and discuss accommodations with the student before the student begins the class or program for which the accommodation is being requested. When a student contacts the Coordinator, the Coordinator will keep a record of the dates and contacts with the student, including a record of the accommodations requested by the student. Students who have questions about the type of documentation they need to provide should contact the Coordinator to discuss this.

The student and the ADA Compliance Coordinator will discuss how the student's impairment impacts the student, how the student expects the impairment to impact the student in The School's program, the types of accommodations the student has previously received (if any), and the accommodations being requested by the student from The School. The Coordinator and the student should discuss accommodations needed during all phases of the program (Core, Adaptive and Creative), and for classroom instruction, skills based instruction and skills practice.

The documentation (or observation) must show the nature of the student's disability and how it limits a major life activity. The accommodations requested by the student should be related to these limitations. There are no pre-set accommodations for specific disabilities. Instead, the Coordinator and the student must discuss and determine what the student's limitations are, and how they can be accommodated.

Here are some examples:

- A student with an orthopedic disability may need cushioned floor mats and scheduled times to sit down. These students may also need particular kinds of chairs.
- A student with a learning disability or attention deficit disorder may need extra time to take tests, such as ninety minutes to take a test instead of the sixty minutes allowed to other students. These students may need to take their tests in a location that is quiet and has no distractions, such as an office rather than the classroom.
- A student with a learning disability or psychological disability may need a note taker, a copy of the instructor's notes or presentation, or to use a tape recorder during instruction.

- A student with post-traumatic stress disorder or an anxiety disorder may need to take periodic leaves of absence, or may need to structure their program so that it is scheduled over a longer period of time than usual. These students may need to take breaks in a quiet room during skills practice.
- A student with a hearing impairment may need instructors to use voice amplification systems, or may need the School to provide a sign language interpreter.
- A student with diabetes may need periodic breaks to check his or her blood sugar level.

Decision about accommodations, and ensuring implementation of accommodations — The ADA Compliance Coordinator will decide the accommodations to be provided to the student. The Coordinator will consider any past accommodations that have been effective for the student, and will give primary consideration to the type of accommodation requested by the student. Alternate accommodations may be provided if there is an alternative accommodation that would be equally effective for the student.

The Coordinator will make a decision no later than two weeks after the student states the request for an accommodation. If the student does not submit documentation of a disability at the time the student requests an accommodation, the Coordinator will make a decision no later than two weeks after the student provides the documentation.

The Coordinator will list the approved accommodation in writing and provide this to the student. The Coordinator will inform the appropriate Learning Leaders and school staff of the accommodations they are responsible for providing to the student, how to provide the accommodations, and when to provide the accommodations. The Coordinator will keep a written record of these contacts about the student's accommodations. The Coordinator will verify that the accommodations are being implemented for the student through direct observation, report by the student, and/or documentation from The School staff. If the student informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene with relevant staff members to ensure the accommodation is provided to the student.

After accommodations have been approved for a student, the Coordinator will make an appointment with the student for a time when the student's program is expected to change. The purpose of the appointment is to determine whether the student's accommodations should be changed when the student's program phase changes, or the type of instruction changes.

Additional factors — The School is not obligated to provide accommodations that would result in a fundamental alteration of The School's program. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the student that would not fundamentally alter the program. The Coordinator will offer the alternate accommodation to the student.

The School is not obligated to provide accommodations that would result in an undue financial or administrative burden on The School. If the Coordinator decides that a requested accommodation might impose such a burden, the Coordinator will discuss the issue with The School owner, who will take into account the overall financial resources of The School. The School owner will make the final decision, in accord with the requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If The School owner determines that the requested accommodation would be an undue burden, the Coordinator will promptly search for an equally effective alternate accommodation for the student and offer the alternate accommodation to the student.

Appeals by Students

A student may appeal any accommodation decision made by the ADA Compliance Coordinator if the student disagrees with the decision. Here are some examples: A student may appeal the Coordinator's decision to deny a requested accommodation. A student may appeal a decision by the Coordinator to provide an alternate accommodation rather than the specific accommodation requested by a student. A student may appeal a decision by the Coordinator that the student has not presented sufficient documentation to support the requested accommodation. A student may also file an appeal when a school staff member fails to provide an approved accommodation, and the Coordinator has not effectively addressed the situation.

When a student wishes to file an appeal, the student must notify Anne Bennett; Owner; 187 New Drop Lane, Staten Island, NY 10306; (718) 979-9001; anne@theacademynyc.com. The student must explain his/her reasons for disagreeing with the Coordinator's decision, or explain how the student's accommodation is not being implemented, and submit any relevant documentation.

Within five calendar days of receiving a student's appeal the Director will meet with the student and the Coordinator to discuss the issues presented by the student's appeal. If appropriate, the Director will also discuss the issues with other School staff members.

When a student appeals a decision made by the Coordinator, the Director will determine whether the Coordinator's decision should be revised or remain the same. If the decision is revised, the Director will ensure that the revised decision is implemented.

When a student files an appeal on the basis that an approved accommodation is not being implemented, the Director will determine whether the accommodation is being fully implemented, and if it is not, ensure that the accommodation is implemented. The Director will inform the student of the decision in writing no later than fourteen days after receiving the student's appeal.

Training and Mediation Responsibilities of the ADA Compliance Coordinator

The ADA Compliance Coordinator at each campus will deliver disability training sessions for all campus staff members at least once each calendar year. In these training sessions the Coordinator will explain the basic requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to The School. The Coordinator will address: The School's responsibility to provide accommodations to students with disabilities; how to appropriately interact with students with particular kinds of disabilities; how to go about implementing accommodations that the Coordinator has approved for students; how to support students with disabilities in The School's programs; that students with disabilities cannot be penalized for using approved accommodations. The Coordinator will keep a record of each training session.

The Coordinator may also provide trainings for students who wish to learn about The School's process for providing accommodations, or about The School's grievance procedures.

To help ensure that future campus staff members and students are aware of The School's policies, the Coordinator will make sure that the Accommodations Procedures and the Grievance Procedures are continually posted at the campus.

The Coordinator will assist students with disabilities who have concerns about implementation of their accommodations or their treatment by The School staff members or other students. At the request of a student, the Coordinator will informally mediate or attempt to resolve issues related to the student's disability. If this informal process does not resolve the student's concerns, the student may file a grievance as described in Section II below.

② **Grievance Procedures for Students who have Complaints on the Basis of Disability**

Academy of Cosmetology & Esthetics, NYC, LLC is responsible for providing a grievance procedure to students who feel they have been discriminated against on the basis of disability. The grievance procedure provides students the opportunity to file a complaint. The School then has the responsibility to objectively investigate the allegations in the complaint and determine whether the student has been discriminated against. If The School determines that discrimination occurred, The School must take appropriate steps to correct the discrimination and prevent it from reoccurring.

Grievance complaints — A student may file a grievance if the student feels he or she has been discriminated against because the student is disabled, or because the student is regarded as being disabled, or because the student has a record of being disabled. A student may also file a grievance if the student feels that he or she has been retaliated against for advocacy based on disability. Here are some examples of discrimination:

- An instructor or other students refer to the student in a derogatory way related to the student's disability.
- An instructor generally refers to students with particular types of disability in a derogatory way.
- Other students refuse to work with the student because the student is disabled.
- A School staff member refuses to provide a service to the student that the staff member provides to other students.
- A school staff member takes a negative action toward the student after the student asked for accommodations for a disability.
- A guest presenter at The School makes derogatory statements about students with disabilities, or states that students with disabilities can never be employed in the presenter's field.
- A student's request for accommodation was denied by The School, or an instructor did not implement an accommodation for the student that was approved by The School.

A student must file a grievance complaint within 90 days of the date the discriminatory act occurred, or within 90 days of the end of an informal attempt to resolve the complaint, whichever is later. The complaint must be written. In the complaint, the student must describe what happened and the dates the acts took place, and state who was involved. The student should explain why the student believes the acts were taken based on disability. The student should describe or provide copies of any relevant documents or emails, if available.

A student may ask the Campus ADA Compliance Coordinator to try and informally resolve the student's complaint before the student files a written complaint. However, the student is not required to try informal resolution before filing a written complaint.

The complaint must be sent to Anne Bennett; Owner; 187 New Drop Lane, Staten Island, NY 10306; (718) 979-9001; anne@theacademynyc.com.

Investigation of the Complaint — When the Director receives a written complaint, the Director will immediately begin an objective investigation. The School has the right to contract with an independent investigator to conduct any investigation. Within seven days, the Director will discuss the allegations in the complaint with the student, and obtain any needed additional information from the student. The Director will obtain from the student the names of any persons the student believes will have relevant information. The Director will gather all information necessary to determine what took place. To do so, the Director will interview any School staff members or students who engaged in the actions or may have witnessed the actions that the student is complaining about. The Director will interview persons that the student stated may have relevant information. The Director will gather any relevant documents such as emails, student work or instructor's records. During the investigation, the Director will disclose the complaint, and confidential information about the student, only to the extent necessary to investigate the allegations of the complaint.

After reviewing all the evidence gathered, the Director will determine whether the student was treated differently from other students based on disability; or whether the student was harassed based on disability; or whether the student was retaliated against because the student advocated on the basis of disability; or whether the student was denied an accommodation that The School should have provided to the student.

Written Decision — The Director will provide the student with a written decision no later than sixty days after the date the student filed the complaint. The decision will state the determination reached by the Director at the conclusion of the investigation, and the reasons the Director reached that determination. If the Director concludes that the student was discriminated against on the basis of disability, the decision will state the types of remedial action that The School has taken or will take to correct the discrimination. The decision will also state how The School will prevent the discriminatory acts from occurring again.

Appeals by Students — If the student who filed the complaint disagrees with the decision made by the Director, or disagrees with the remedial action specified, the student may appeal the decision to The School Owner. The appeal must be written and sent to Anne Bennett; Owner; 187 New Drop Lane, Staten Island, NY 10306; (718) 979-9001; anne@theacademynyc.com. The appeal must state the specific reasons that the student disagrees with the decision. Appeals must be filed no later than thirty days after the student receives the written decision from the Director.

The Owner will review all the information provided by the student in the appeal, the decision by the Director, the interview records made by the Director and the documents gathered by the Director. The Owner will issue a written decision to the student within fourteen days after receiving the student's appeal. The Owner will determine whether the decision should be revised or remain the same. If the Owner determines that the decision should be revised, the Owner will ensure that any necessary changes in the remedies are implemented.

STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

The Paul Mitchell The School is committed to providing a work and school environment free of unlawful harassment or discrimination. In furtherance of this commitment, all students and employees are required to take our mandatory Sexual Harassment and Prevention Training upon starting in school and then in January of each year. School policy prohibits harassment or discrimination based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information or any other basis protected by the federal, state or local law. Additionally, in accordance with Title IX of the Education Amendments of 1972, the School prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and the School has jurisdiction over Title IX complaints.

The School's anti-harassment policy applies to all persons involved in the operation of the School, and prohibits unlawful harassment by any employee of the School, as well as students, customers, third parties, vendors or anyone who does business with the School. It further extends to prohibit unlawful harassment by or against students. Any employee, student or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer, vendor or other person with whom the School does business engages in unlawful harassment or discrimination, the School will take appropriate corrective action. The grievance procedure will provide that complaints may be filed about discrimination in any academic, educational, extracurricular, athletic or other programs operated or sponsored by, or related to, the School, whether the programs take place on the campus of a school, during a school-sponsored field trip, or other off-campus events.

As part of the School's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to the School community through publications, the School website, new employee orientations, student orientations, and other appropriate channels of communication. The School will provide training to key staff members to enable the School to handle any allegations of discrimination and harassment, including sexual harassment or sexual violence, promptly and effectively. The School will respond quickly to all reports, and will take appropriate action to prevent, to correct, and if necessary, to discipline behavior that violates this policy.

Definitions

Sex Discrimination is defined as treating individuals differently on the basis of sex with regard to any aspect of services, benefits, or opportunities the School provides such as:

- ❶ Treat a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service;
- ❷ Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- ❸ Deny any person an aid, benefit, or service
- ❹ Subject any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service
- ❺ Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- ❻ Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

Sexual Harassment is defined as unwelcome conduct of a sexual nature. It includes 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 Violence is defined as physical sexual acts engaged in 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.

Domestic Violence is defined as abuse committed against an adult or a minor who is a spouse or former spouse, cohabitant or former cohabitant, or someone with whom the abuser has a child, has an existing dating or engagement relationship, or has had a former dating or engagement relationship.

Dating Violence is defined as abuse committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

Sexual Assault occurs when a physical sexual activity is engaged in without the consent of the other person or when the other person is unable to consent to the activity. The activity or conduct may include physical force, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, and taking advantage of the other person's incapacitation (including voluntary intoxication).

Stalking is behavior in which a person repeatedly engages in conduct directed at a specific person that places that person in reasonable fear of his or her safety or the safety of others.

Consent is informed, voluntary and revocable. Consent is an affirmative, unambiguous, and conscious decision by each participant to engage in mutually agreed-upon sexual activity. It must be given without coercion, force, threats or intimidation. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent is withdrawn, the sexual activity must stop immediately.

Prohibited Conduct

This policy strictly prohibits sexual or other unlawful harassment or discrimination as well as sexual violence, as defined above. Sexual or other unlawful harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- i. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment;
- ii. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's education or employment; or
- iii. it creates a hostile or offensive environment, which means the alleged conduct is sufficiently serious to limit or deny a student's or ability to participate or benefit from the student's education program.

Unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", practical jokes, jokes about or displays of obscene printed or visual material, questions about sexual fantasies, preferences or history, and physical contact such as patting, pinching, or intentionally brushing against another person's body. Gender-based harassment, including acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping are strictly prohibited, even if those acts do not involve conduct of a sexual nature.

Complaint/Grievance Procedure

The following grievance procedures shall be used to address sex discrimination complaints filed by students/employees or complaints filed on their behalf against employees, other students, or third parties.

If you believe that you have experienced or witnessed harassment or sexual violence, notify your Learning Leader, supervisor, the School Owner, or the Title IX Coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, student, vendor or other person who does business with the School is exempt from the prohibitions in this policy. Supervisors will refer all harassment complaints to the Title IX Coordinator for student-related complaints and to the School Owner if the complaint involves an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. A sex discrimination complaint should be filed within 7 days from the date of the alleged discriminatory incident. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance once received will be maintained in the student's and/or employee's permanent file, which has limited staff access, this includes verbal complaints.

All complaints involving a student will be referred to the campus's Title IX Coordinator. The Title IX Coordinator is listed below and has the responsibility of overseeing all Title IX complaints and identifying and addressing any patterns or systemic problems that arise during the review of such complaints.

The Grievant/Complainant may use the Title IX Grievance Form, but it is not required, to file a Title IX discrimination complaint.

Title IX Coordinator:

Anne Bennett- School Director
718-979-9001
anne@theacademynyc.com

The School ensures that its employee(s) designated to serve as Title IX Coordinator(s) have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the School's grievance procedures operate. Because complaints can also be filed with an employee's supervisor or School Owner, these employees also receive training on the School's grievance procedures and any other procedures used for investigating reports of sexual harassment.

Investigation of Complaints

In response to all complaints, the School promises prompt and equitable resolution through a reliable and impartial investigation of complaints, including the opportunity for both parties to present witnesses or other evidence. The time necessary to conduct an investigation will vary based on complexity but will generally be completed within sixty (60) days of receipt of the complaint. If a complainant requests confidentiality, the School will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the School will inform the complainant that its ability to respond may be limited.

The preponderance of the evidence standard will apply to investigations, meaning the School will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will receive written notice of the outcome of the complaint. Written notice will include:

- i. Whether the School found that the alleged conduct occurred, and whether it constituted discrimination
- ii. Any individual remedies offered or provided to the complainant or any sanctions imposed on the respondent that directly relate to the complainant
- iii. Any other steps the School took to eliminate the hostile environment, if the School found one to exist, and prevent recurrence; and
- iv. Any appeal opportunities

During the investigation, the School will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved.

If the School determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and the School will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by the School to be responsible for unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination. Remedies for student-related claims may include, but are not limited to, an order to stay away, suspension or expulsion.

To initiate a criminal investigation, reports of sexual violence should be made to “911” or local law enforcement. The criminal process is separate from the School’s disciplinary process. To the extent that an employee or contract worker is not satisfied with the College’s handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

The School should make appropriate referrals to law enforcement. The School will also notify complainants of the right to proceed with a criminal investigation and a Title IX complaint simultaneously. The School will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

Retaliation Prohibited

The School prohibits any form of retaliation, intimidation or harassment against any individual who filed or otherwise participated in the filing or investigation of a complaint of discrimination. Any individual who believes he/she has been subjected to retaliation may file a separate complaint under this procedure.

Reporting Requirements

Victims of sexual misconduct should be aware that School administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to other members of the campus community. The School will make every effort to ensure that a victim’s name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger. The School reserves the right to notify parents/guardians of dependent students regarding any health or safety risk, or a change in student status.

Additional Information

Employees should contact the School Director for more information or any questions related to this policy. Students may contact the Title IX Coordinator with any questions related to this policy. In addition, the U.S. Department of Education Office for Civil Rights (“OCR”) investigates complaints of unlawful harassment of students in educational programs or activities. This agency may serve as a neutral fact finder and will attempt to facilitate the voluntary resolution of disputes with the parties. For more information, visit the OCR website at: <http://www.hhs.gov/ocr/>.

U.S. Department of Education

Students or The School staff who have questions or concerns about disability issues may contact the Office for Civil Rights (OCR), U.S. Department of Education. OCR enforces Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to post-secondary educational institutions.

The OCR National Headquarters is located at:

U.S. Department of Education

Office for Civil Rights

Lyndon Baines Johnson Department of Education Bldg

400 Maryland Avenue, SW

Washington, DC 20202-1100

Telephone: 800-421-3481

FAX: 202-453-6012; TDD: 800-877-8339

Email: OCR@ed.gov

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrocolp01.ed.gov/CFAPPS/OCR/contactus.cfm>, or call the telephone number above.

STUDENT CONSUMER INFORMATION

Provisions of the Higher Education Amendment of 1976 require that effective July 1, 1977, each post-secondary institution which receives Federal Financial Aid funds must make certain student consumer information available to any enrolled or prospective student who request such information.

This section compiled by the Financial Aid office staff attempts to meet the requirements.

The school is approved for and participates in Federal PELL Grants, Subsidized Direct loans, Unsubsidized Direct Loans, and Parent PLUS loans. Such programs help to defray the costs of attending school for those students eligible for financial aid consideration.

Financial aid is any mechanism that reduces out of pocket costs that the students and/or parents must pay to obtain a specific post-secondary education. Put differently, financial aid is monies made available to help students meet the cost of the program. Financial aid includes grants and need and non-need loans.

Need-based financial aid is available to families that demonstrate a financial need for additional resources. The formula below is used to determine how much financial need a student has:

$$\text{Cost of Attendance} - \text{Expected Family Contribution (EFC)} = \text{Financial Need}$$

Non-Need is the difference between the cost of education and Financial Need.

Based on these calculations Federal Aid may not cover all the cost of attendance.

All financial aid is awarded to students who qualify based on the following:

- ❶ Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1-151, 1-551, and 1-94.
- ❷ Criteria making a student INELIGIBLE includes codes F-1, F-2, J-1, J-2; students who are in federal loan default; students who receive grant overpayments; or male students who meet Selective Service registration criteria, but are not registered.

SEXUAL HARASSMENT POLICY

Academy of Cosmetology & Esthetics, NYC, LLC is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from sexual harassment. This policy covers anyone who engages in sexual harassment on school property or at school activities.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature, when:

- ❶ Submission to the conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment, work opportunity, education, or other benefit;
- ❷ Submission to or rejection of the conduct or communication is used as a factor for employment decisions or other school-related decisions affecting an individual; and/or
- ❸ Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment can occur between staff to student, student to staff, student to student, staff to staff, female to male, male to female, female to female, and male to male. Administration will take prompt, equitable, and remedial action on reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

Sexual harassment may include but is not limited to:

- ❶ Verbal harassment or abuse of a sexual nature
- ❷ Subtle pressure for sexual activity
- ❸ Inappropriate or unwelcome touching, patting, or pinching of a sexual nature
- ❹ Intentional brushing against a student's or an employee's body
- ❺ Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status
- ❻ Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status
- ❼ Use of sexually or gender-degrading words or comments, verbal or written (e.g., graffiti)
- ❽ Display in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures
- ❾ Leering of a sexual nature
- ❿ Spreading of sexual rumors

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone else engaging in sexual harassment on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

The school shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school's legal obligations and the necessity to investigate the allegations and take disciplinary action when the conduct has occurred.

Retaliation is prohibited against any person who makes a complaint or is a witness under this policy and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary action.

Each staff member is responsible to immediately report alleged discrimination and/or harassment to his/her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary action up to and including termination.

HARASSMENT, INTIMIDATION, BULLYING AND DISCRIMINATION POLICY

Academy of Cosmetology & Esthetics, NYC, LLC is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from bullying, harassment, intimidation, and discrimination of any kind. This policy includes anyone who engages in such behavior on school property, at school activities, or an electronic act through the use of cell phones, computers, personal communication devices, or other electronic gaming devices.

Harassment, intimidation, bullying, and discrimination may take many forms, including verbal aggression and name calling; physical aggression; relational aggression; graphic and written statements, which may include use of cell phones, computers, or gaming systems; and other conduct that may be physically threatening, harmful, or humiliating. Harassment, intimidation, bullying, and discrimination include intent to harm, they are directed at a specific target, and typically involve repeated incidents. Harassment, intimidation, bullying, and discrimination create a hostile environment and will not be tolerated in Academy of Cosmetology & Esthetics, NYC, LLC.

Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance and creates an intimidating, hostile, or offensive work or school environment. Harassment, intimidation, bullying and discrimination can interfere and limit a person's ability to participate in or benefit from the services, activities, or opportunities offered by the Paul Mitchell School. Administration will take prompt, equitable, and remedial action on all reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

Engaging in harassment, intimidation, bullying or discrimination will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone engaging in these behaviors on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

The school shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school's legal obligations, state laws and policies, and the necessity to investigate the allegations and take disciplinary and/or restorative action to resolve the problem.

Retaliation is prohibited against any person who makes a complaint or who is a witness under this policy and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary and /or restorative action. Each staff member is responsible for immediately reporting alleged harassment, intimidation, bullying or discrimination to his/her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary and/or restorative action up to and including termination.

For a list of state anti-bullying laws and policies please go to: www.stopbullying.gov.

COPYRIGHT MATERIAL POLICY

All material in this program is, unless otherwise stated, the property of Academy of Cosmetology & Esthetics, NYC, LLC. Reproduction or retransmission of the materials, in whole or in part, in any manner, without the prior written consent of the copyright holder, is a violation of copyright law.

At Academy of Cosmetology & Esthetics, NYC, LLC we abide by the provisions of the federal Digital Millennium Copyright Act (DMCA), which requires prompt response to claims of copyright infringement by copyright holders or their agents. If the school receives an allegation of copyright infringement based on your use of the school's computers, the matter will be referred to the school director for further investigation. If you are found responsible after meeting with the school director, you are subject to disciplinary action including loss of network access, suspension or termination from school, and/or restitution or community service.

The Internet is an essential tool in everyone's lives for both academic and everyday pursuits. Along with these benefits come responsibilities. One of the most critical is conforming to the copyright laws governing music, movies, games, and software over the Internet. You must have the consent of the copyright holder to make copies.

The consequences of copyright infringement also extend outside of the school. Copyright holders may assess civil liability and even criminal prosecution. Recently, the Recording Industry Association of America (RIAA) has adopted the practice of sending schools pre-litigation settlement letters to be forwarded to individuals offering them "the opportunity to resolve copyright infringement claims against them at a discounted rate." Published reports indicate that the minimum settlement is \$3,000.00 per case.

Another reason to be careful with file-sharing programs is that the installation procedures for most of them enable default open access worldwide to information on your system; thus, the integrity of your computer and personal information can be compromised through illegal file sharing, including making you vulnerable to identity theft.

To facilitate student access to legal sources of music and video online, we have listed a couple of sites below:

- ❶ **iTunes:** This Apple store works with both Windows and Mac operating systems. Currently, over 99% of their song catalog is "unlocked," meaning you can transfer the songs to any device or computer you own.
- ❷ **eMusic.com:** This site features mostly independent and jazz/blues music. They offer low prices for signing up (up to 45 songs for free), and a good portion of their catalog can be purchased for about \$0.50 to \$0.89/song.
- ❸ **Netflix.com:** For about \$7.99/month, you can set up an online list of over 20,000 movies that can be streamed directly to your computer.

SOCIAL NETWORKING POLICY

Academy of Cosmetology & Esthetics, NYC, LLC respect the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications, which include but are not limited to written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, news groups, e-mail distribution, blog postings, and/or social networking sites (such as Facebook, MySpace, Twitter, YouTube, Friendster, etc.). Students are personally responsible for the content they publish on social networking sites. Students are expected to treat each other with fairness and respect, consistent with the Paul Mitchell Schools culture.

Academy of Cosmetology & Esthetics, NYC, LLC do not permit ethnic slurs, personal insults, obscenity, intimidation, cyber-bullying, or engaging in conduct that would be unbecoming of a Academy of Cosmetology & Esthetics, NYC, LLC Future Professional and misrepresent the Academy of Cosmetology & Esthetics, NYC, LLC school culture. Academy of Cosmetology & Esthetics, NYC, LLC reserve the right to request the removal of any posts at their discretion and to take necessary disciplinary action as appropriate.

REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

New York State Education Department

Bureau of Proprietary School Supervision – Albany Office
89 Washington Avenue, EBA 560
Albany, NY 12234
Telephone Number: (518) 474-3969
Facsimile Number: (518) 474-6543

New York State Education Department

Bureau of Proprietary School Supervision – New York Office
116 West 32nd Street, 5th Floor
New York, NY 10001
Telephone Number: (212) 643-4760
Facsimile Number: (212) 643-4765

National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS)

4401 Ford Avenue, Suite 1300
Alexandria, VA 22302
(703) 600-7600

Nationally accredited by National Accrediting Commissions of Career Arts & Sciences, Inc (NACCAS). The National Accrediting Commission of Career Arts and Sciences (NACCAS) is recognized by the United States Department of Education as a national accrediting agency for postsecondary school and departments of cosmetology arts and sciences, and massage therapy.

If you are interested in reviewing or receiving a copy of the school's state license/approval or a copy of the school's letter of accreditation, please contact the school director.

If you are interested in reviewing or receiving a copy of the school's Campus Crime Report, please see the school director.

CATALOG DISCLAIMER STATEMENT

The student should be aware that some information in the catalog may change. It is recommended that students considering enrollment check with the school director to determine if there is any change from the information provided in the catalog. In addition, a catalog will contain information on the school's teaching personnel and courses/curricula offered. Please be advised that the State Education Department separately licenses all teaching personnel and independently approves all courses and curricula offered. Therefore, it is possible that courses/curricula listed in the school's catalog may not be approved at the time that a student enrolls in the school or the teaching personnel listed in the catalog may have changed. It is again recommended that the student check with the school director to determine if there are any changes in the courses/curricula offered or the teaching personnel listed in the catalog.

GRIEVANCE POLICY

In the event a student has a concern or grievance that cannot be resolved with the student's immediate Learning Leader or Education Leader, the student must file the concern in written form. The complaint will then be referred to the school's Management Team, which consists of the school's director, Admissions Leader, Financial Leader, Education Leader and Future Professional Advisory. The team will receive and attempt to resolve each complaint or concern within 21 days of receiving the written complaint. If more information is needed, a letter requesting the additional information will be sent to the student. If no further information is needed, the team will determine a resolution and notify the student in writing within 15 calendar days of the steps taken to correct the concern or an explanation as to why no action was required. Academy of Cosmetology & Esthetics, NYC, LLC will maintain records of the complaint and response in accordance with the published record retention policy.

Upon request, the school will provide its annual campus security report to a prospective student or prospective employee.

If the complaint has not been satisfied internally the student has the right to complain to the NYSED pursuant to Section 5003 of the Education Law, in the form of a written complaint. The student will not be penalized for reporting a complaint to the NYSED. The student must fill out a complaint form, accessible on the NYSED website www.acces.nysed.gov/bpss or by calling (212) 643-4760. The form must be sent to BPSS at 116 W. 32nd Street; 5th Floor; New York, New York, 10001. Attention: Investigations Unit.

If the school ceases operation and is unable to refund the students money the student is protected by the tuition reimbursement fund. The student must fill out a complaint form, accessible on the NYSED website www.acces.nysed.gov/bpss or by calling (212) 643-4760. The form must be sent to BPSS at 116 W. 32nd Street; 5th Floor; New York, New York, 10001. Attention: Investigations Unit.

INFORMATION FOR STUDENTS DISCLOSURE PAMPHLET

Schools are required to give this disclosure pamphlet to individuals interested in enrolling in their school.

What You Should Know about Licensed Private Schools and Registered Business Schools in New York State

What is the purpose of this pamphlet?

All prospective and enrolled students in a non-degree granting proprietary school are required to receive this pamphlet. This pamphlet provides an overview of students' rights with regard to filing a complaint against a school and accessing the tuition reimbursement fund if they are victim of certain violations by the school.

Trade schools which are licensed by the New York State Education Department and business schools that are registered by this Department are required to meet very specific standards under the Education Law and Commissioner's Regulations. These standards are designed to help insure the educational appropriateness of the programs that schools offer. It is important for you to realize that the New York State Education Department's Bureau of Proprietary School Supervision closely monitors and regulates all non-degree granting proprietary schools. The schools are required to have their teachers meet standards in order to be licensed by the Department. Schools are also required to have their curriculum approved by the New York State Education Department every three years, thereby helping to insure that all curriculum offered in the schools are educationally sound.

In addition, staff members of the Bureau of Proprietary School Supervision are often in the school buildings monitoring the educational programs being offered. The interest of the New York State Education Department is to insure that the educational program being offered meets your needs and that your financial investment is protected.

The New York State Education Department's Bureau of Proprietary School Supervision wishes you success in your continued efforts to obtain the necessary skill training in order to secure meaningful employment. In addition, Bureau staff will continue to work with all the schools to help insure that a quality educational program is provided to you.

Who can file a complaint?

If you are or were a student or an employee of a Licensed Private or Registered Business School in the State of New York and you believe that the school or anyone representing the school has acted unlawfully, you have the right to file a complaint with the New York State Education Department.

What can a student or employee complain about?

You may make complaints about the conduct of the school, advertising, standards and methods of instruction, equipment, facilities, qualifications of teaching and management personnel, enrollment agreement, methods of collecting tuition and other charges, school license or registration, school and student records, and private school agents.

How can a complaint be filed by a student or employee?

You should try to resolve your complaint directly with the school unless you believe that the school would penalize you for your complaint. Use the school's internal grievance procedure or discuss your problems with teachers, department heads, or the school director. We suggest that you do so in writing and that you keep copies of all correspondence to the school. However, the school cannot require you to do this before you file a complaint with the New York State Education Department. If you do file a complaint with the Department, please advise the Bureau of any action that you have taken to attempt to resolve your complaint.

The steps you must take to file a complaint with the New York State Education Department are:

- ❶ Write to the New York State Education Department at 116 West 32nd Street, 5th Floor, New York, New York 10001, or telephone the Department at (212) 643-4760, requesting an interview for the purpose of filing a written complaint. Bring all relevant documents with you to the interview, including an enrollment agreement, financial aid application, transcripts, etc. An investigator from the Department will meet with you and go through your complaint in detail.
- ❷ If you cannot come for an interview, send a letter or call the office to request a complaint form. You must complete and sign this form and mail it to the office. Please include with it copies of all relevant documents. You should keep the originals. You must file a complaint within two years after the alleged illegal conduct took place. The Bureau cannot investigate any complaint made more than two years after the date of the occurrence.
- ❸ The investigator will attempt to resolve the complaint as quickly as possible and may contact you in the future with follow-up questions. You should provide all information requested as quickly as possible; delay may affect the investigation of your complaint. When appropriate, the investigator will try to negotiate with the school informally. If the Department determines that violations of law have been committed and the school fails to take satisfactory and appropriate action then the Department may proceed with formal disciplinary charges.

What is the Tuition Reimbursement Fund?

The Tuition Reimbursement Fund is designed to protect the financial interest of students attending proprietary schools. If a school closes while you are in attendance, prior to the completion of your educational program, then you may be eligible for a refund of all tuition expenses which you have paid. If you drop out of school prior to completion and you file a complaint against the school with the State Education Department, you may be eligible to receive a tuition refund if the State Education Department is able to provide factual support that your complaint is valid and to determine that there was a violation of Education Law or the Commissioner's Regulations as specified in Section 126.17 of the Commissioner's Regulations. To file a claim to the Tuition Reimbursement Fund, you must first file a complaint with the State Education Department at the address included in this pamphlet. The staff of the State Education Department will assist you in the preparation of a tuition reimbursement form (a sample of this form should have been provided to you upon enrollment).

What is the tuition refund and cancellation policy?

All schools must have a tuition refund and cancellation policy for each program included in the catalog and in the student enrollment agreement.

Read and understand the school's policy regarding tuition refund and cancellation before you sign the enrollment agreement. If you do not understand it, or are confused by the school's explanation, get help before you sign. You may ask for assistance from the Department at the address included in this pamphlet.

What should students know about "private school agents?"

Private School Agents are employed by schools for the purpose of recruiting or enrolling students in the school; they are not school counselors. Private school agents cannot require a student to pay a placement or referral fee. Each school agent must be licensed by the New York State Education Department, must have an Agent identification card and must be a salaried employee of the school. School agents who cannot show an Agent Identification Card are breaking the law if they try to interest students in enrolling in a particular school or group of schools. The name(s) of the agent(s) who enrolled a student must appear on that student's enrollment agreement. Therefore, you should write down the name of the agent who talked to you. Each student will be required to confirm the name(s) of the agent(s) when signing the enrollment agreement. A full refund shall be made to any student recruited by an unlicensed private school agent or even by a licensed agent if there is evidence that the agent made fraudulent or improper claims. To find out if you are eligible to receive a refund, you must follow the complaint procedures included in this page.

What should students know about "grants and guaranteed student loans"?

A grant is awarded to a student based on income eligibility, and it does not need to be repaid (for example, New York State Tuition Assistance Program (TAP) grants or Pell grants provided by the federal government).

Guaranteed student loans are low interest loans provided under the Federal Guaranteed Student Loan Program. The decision to apply for such a loan is yours--the school cannot require that you apply for a loan. You should understand that if you pay school tuition with money loaned to you from a lender you are responsible for repaying the loan in full, with interest, in accordance with the terms of the loan agreement. A failure to repay the loan can hurt your credit rating and result in legal action against you. Even if you fail to complete your educational program, you are still responsible for repaying all of the money loaned to you.

It is your right to select a lender for a guaranteed student loan. The school cannot require you to apply to a particular lender or lending institution. However, the school can recommend a lender, but if it does, the school must also provide you with a statement about your right and ability to obtain a loan from another lender and the insurance premiums charged on these loans. Read and understand all the information and applications for financial aid grants and loans before signing.

Where can students file a complaint, file a claim to the tuition reimbursement fund, or get additional information?

Contact the New York State Education Department at:

**New York State Education Department 116 West 32nd Street, 5th Floor New York, New York 10001
Attention: Bureau of Proprietary School Supervision (212) 643-4760**

This pamphlet is provided to you by the New York State Education Department (NYSED). The NYSED regulates the operation of Licensed Private Schools and Registered Business Schools/ Computer Training Facilities.

COLLEGE CREDIT - DISCLAIMER STATEMENT

Licensed private career schools offer curricula measured in clock hours, not credit hours. Certificates of completion, i.e., school diplomas, are issued to students who meet clock hour requirements. The granting of any college credit to students who participated in and/or completed a program at a licensed private career school is solely at the discretion of the institution of higher education that the student may opt to subsequently attend.