

ADDENDUM TO THE CATALOG: AUGUST 28, 2017

COST OF TUITION AND SUPPLIES

TUITION – Cosmetology

Tuition	\$14,500.00
Application Fee (nonrefundable)	100.00
Kit, Equipment, Textbook, Supplies (nonrefundable)	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

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. In extraordinary circumstances, the school may adjust tuition and kit fees for students that transfer from a school that has suddenly closed without notice.

2017 CLASS START DATES

Cosmetology – All classes are subject to availability.	
DAY SCHOOL:	September 5, September 19, October 17, December 5
NIGHT SCHOOL:	September 19, December 12

2018 CLASS START DATES

Cosmetology – All classes are subject to availability.	
DAY SCHOOL:	January 16, March 6, April 24, June 19, July 31, September 12, September 25, October 23, December 4
NIGHT SCHOOL:	March 13, June 12, September 12, December 11

SCHOOL ADMINISTRATION AS OF AUGUST 2017

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

Owner/Dean: Frank Bennett

Owner/Director: Anne Bennett

Admissions Leaders: Joseph Yuen

Operations Leader: Michael Schaab

Financial Aid: Sylvie Malachovsky

Education Leader / Future Professional Advisor: Diana Varvaro

Learning Leaders: Lauren Giglia-Warner, Domenica Mastroguilio, Crystal Baez, Scott Santipietro, Danielle Paquette, Shannon Arrand

ADMISSION REQUIREMENTS

The Academy of Cosmetology & Esthetics, NYC, LLC admits as regular students those who are high school graduates or holders of High School Equivalency diplomas. The 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 The 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 The Academy of Cosmetology & Esthetics, NYC, LLC. This fee is not included in the cost of tuition. In extraordinary circumstances, the school may waive the application fee for students that transfer from a school that has suddenly closed without notice.
- 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:**
 - a. **Identification (*provide only one*):** Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required.
 - b. **Education (*provide only one*):** Copies of a standard high school diploma*, high school transcripts**, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree or Copies of a standard high school diploma*, high school transcripts**, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree or High School Equivalency diploma or official High School Equivalency diploma test scores.

* Please note that a Modified High School Diploma, a Certificate of Completion, or a Certificate of Attainment is not accepted for our Admissions requirements. They are not considered equivalent to a Standard High School Diploma. We are required to verify that your proof of education is from a valid high school or High School equivalency program. If we determine that your diploma or High School Equivalency diploma is not valid, you will be denied admission to the school.

****Foreign Diplomas or Transcripts:** The school will accept a foreign diploma or transcript, however the diploma or transcript **MUST** be equivalent to a U.S. high school diploma and must be translated into English by a certified translator and evaluated by a credentialed evaluation service. ***It is the students responsibility to have the foreign diploma or transcript translated and evaluated as part of the admissions process.*** Because the cost of evaluating a foreign diploma or transcript must be incurred as a charge of admissions prior to enrollment in an eligible program, the fee cannot be included in the cost of attendance (COA). Guidance on who to contact to secure an official translation and evaluation can be obtained from the school Financial Aid Leader.

The 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 High School Equivalency diploma, please contact our admissions office for a list of High School Equivalency programs located near the school. The Academy of Cosmetology & Esthetics, NYC, LLC does not require a student to have immunizations / vaccinations to enroll in our school. A copy of the school's ADA Policy and Request for Accommodations form may be found on the school's website or from the school's Admissions Leader.

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.*

APPLICANTS WITH NON-IMMIGRANT VISAS

Applicants with non-immigrant visas include those with work visas, students, visitors and foreign government officials. An applicant with a non-immigrant visa is not eligible for FSA funds unless they have a Form I-94 with one of the endorsements given in the eligible document section. Non-immigrant visas include, but are not limited to, the F-1, F-2 or M-1 Student Visa, NATO Visa, B-1 or B-2 Visitors Visa, J-1 or J-2 Exchange Visitors Visa, H series or L series. Someone who has only a "Notice of Approval to Apply for Permanent Residence" cannot receive FSA funds.

In addition to the admission requirements, non-immigrant applicants must also provide documentation, as listed above, to show that they are permitted to be enrolled in a post-secondary school. Those students studying under a student visa at a school approved by SEVIS must attend the full-time schedule and can only attend the program for a period not to exceed 12 months.

TRANSFER STUDENTS FOR COSMETOLOGY PROGRAM

The 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 The 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 The 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.

In extraordinary circumstances, the school may allow a student to transfer in more hours from a non-Paul Mitchell School, if the student is enrolling from a school that has suddenly closed without notice. In these instances, the school will evaluate the prospective student and credit them with the number of hours related to their course knowledge.

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1000 clock hours

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

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

COSMETOLOGY COURSE OUTLINE

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

- ❶ **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.
- ❷ **Clinic Classroom Learning Experience:** Your clinic time from 200 to 1000 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area
- ❸ **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 an instructor who conducts the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- ❹ **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 beauty industry professional.
- ❺ **Creative Curriculum:** You will spend your last 400 hours in The 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 beauty industry 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.

COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

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

- ❶ **Weekly theory exams:** Students must receive a grade of 70% or higher on each weekly theory exam.
- ❷ **200-hour orientation practical skills evaluation test:** Students must receive a grade of 70% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core class start date.
- ❸ **Final exam 1 (approximately 600 hour written test):** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher.
- ❹ **Final exam 2 (approximately 900 hour written test):** 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 this final exam.
- ❺ **Clinic classroom practical worksheets:** Students must complete all clinic classroom practical worksheets.

GRADUATION REQUIREMENTS FOR COSMETOLOGY

- ❶ Receive the required number of clock hours of training.
- ❷ Achieve a cumulative grade point average (GPA) of 2.0 on all practical graduation requirements and projects to include examinations, both practical and theoretical.
- ❸ For a student to meet state requirements, all practical worksheets must be completed in its entirety.
- ❹ Satisfactorily pass all final written and practical exams.
- ❺ Complete the required theory hours.
- ❻ Pay all tuition cost or make satisfactory arrangements for payment of all monies owed to the school.
- ❼ Upon graduation the student will receive a certificate of completion.

The 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. The 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.

STUDENT SERVICES FOR COSMETOLOGY

- ❶ **Housing:** The Academy of Cosmetology & Esthetics, NYC, LLC keeps a file of information about housing in the surrounding areas.
- ❷ **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. The 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 within their field of study
 - c. Opportunities for continuing education following graduation.

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.

- ① Title IV federal financial aid funds are awarded under the assumption that a student will remain in classroom attendance for the entire period for which funds were awarded. If a financial aid recipient withdraws from school after beginning attendance, the amount of Title IV grant or loan assistance earned by the student must be determined. The school is required to calculate the amount of Federal Title IV funds to be returned for a student who has withdrawn from all classes. If a student receives SFA (Student Financial Aid) in the form of loans and/or grants, withdraws from school after beginning attendance, the amount of SFA grant or loan assistance earned by the student must be determined.
- ② 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.
- ③ 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 for which 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.
- ④ 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 percent point in time in the payment period.
- ⑤ 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 percent 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 percent point of time. The percentage that has not been earned is calculated by determining the complement of the percentage earned (e.g., if 40 percent was earned, 60 percent was unearned).
- ⑥ 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.
- ⑦ If a student unofficially or officially withdraws and has received federal loans, the loans will go into repayment once the grace period expires.
 - a. Unofficial withdrawal applies when a student is absent for 14 or more consecutive calendar days;
 - b. Official withdrawal applies when a student notifies the school in writing or in person.In both cases the last day of attendance will be used in the return to Title IV calculation.
- ⑧ School scheduled breaks of five (5) or more consecutive days are excluded from the return to title IV calculation as periods of nonattendance and, therefore, do not affect the calculation of the amount of federal student aid earned. This provides for more equitable treatment of students who officially or unofficially withdraw near either end of the schedule break.
- ⑨ Title IV funds will be returned to the United States Department of Education within 45 days.

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

Refunds to Title IV programs will be made in the following order:

- ① Federal Unsubsidized Stafford Loan
- ② Federal Subsidized Stafford Loan
- ③ Federal PLUS Loan
- ④ Federal Pell Grant

SATISFACTORY ACADEMIC PROGRESS POLICY

Students enrolled in programs approved by NACCAS must meet formal standards that measure their satisfactory progress toward graduation. The Satisfactory Academic Progress Policy is provided to all students prior to enrollment. The policy is consistently applied to all applicable students. *Evaluations are maintained in the student file.* The school will develop an academic and/or attendance plan to address the specific needs of those students who fail to meet the academic and/or attendance requirements at specific SAP evaluation points. A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

QUANTITATIVE AND QUALITATIVE FACTORS

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

- 1 A minimum cumulative theory grade level of 70%
- 2 A minimum cumulative academic level of 70% on practical worksheet completion*
- 3 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 70%.
- 4 A minimum cumulative attendance level of 85% of scheduled hours**

**To meet the state practical requirements for graduation, students must eventually complete all clinic classroom 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 70% 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.

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

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 any student enrolled 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. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

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 take a leave of absence or withdraw and reenroll when ready to return. If a student needs more than 14 consecutive calendar days of time off due to pregnancy/new mother, and/or military duty then the student should take a leave of absence. 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 POLICY

A Leave of Absence (LOA) is a temporary interruption in a student's program of study. LOA refers to the specific time period during an ongoing program when a student is not in academic attendance. Leaves of Absence will be granted in the case of pregnancy or new mothers. A leave of absence will be permitted with a letter from the student's doctor. If a student is called into active duty for the military the school will grant a leave of absence. These are the only times leave of absences are granted.

A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

In order to be placed on Leave of Absence, the student must:

- ❶ Complete and sign the school's Leave of Absence Request Form
- ❷ Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- ❸ Must be in Satisfactory Progress.
- ❹ Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

Student's may not arbitrarily decide to "take" a leave of absence.

There will be no additional charges for a LOA. If the student fails to return or contact the School Financial Aid Leader on the documented return date, the Student will be considered to have withdrawn from school as of that date the student began the LOA. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance.

For federal aid recipients, the student's payment period is suspended during the LOA and no federal financial aid will be disbursed to student while on a Leave of Absence. Upon the student's return, the student will resume the same payment period and coursework and will not be eligible for additional Title IV aid until the payment period has been completed. If the student is a Title IV loan recipient, the student will be informed of the effects that the student's failure to return from a leave may have on the student's loan repayment terms, including the expiration of the student's grace period. A contract addendum will be completed upon return from the LOA to extend the contract end date by the applicable number of days.

In order to grant a Leave of Absence there must be the expectation that the student will be returning to school.

A student who is granted a LOA that meets these criteria is not considered to have withdrawn and no refund calculation is required at that time.

Changes to the contract period on the enrollment agreement must be initialed by all parties or an addendum must be signed and dated by all parties to reflect the new contract end date.

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:

- ❶ Examinations are given in all subjects.
- ❷ 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 = 70 – 79% Failing = Below 70%

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 = 70 – 79% = 2.00 Failing = Below 70% = 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 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, a student's disability, 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 schools 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.

PERFORMANCE STATISTICS/JOB OUTLOOK

The Academy of Cosmetology & Esthetics, NYC, LLC is accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and recognized by the U.S. Department of Education. Each agency requires schools to provide important information regarding outcome rates in the areas of completion, placement, and licensure; however, each agency requires that we provide outcome rates differently. NACCAS requires schools to list the outcome rates for the main campus and all additional campuses as a whole. In this case, there are no additional campuses. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

The Academy of Cosmetology & Esthetics, NYC, LLC performance statistics for the calendar year 2015:

Graduation	Placement	Licensure
85.19%	65.22%	100%

NACCAS' 2015 Annual Report is derived from a single cohort of students – those scheduled to graduate in 2015. NACCAS' graduation, placement and licensure definitions are described below:

Graduation: Based on all students scheduled to graduate from the program in 2015. The scheduled graduation date is a student's most recent contract end date (i.e., the contract end date after all leaves of absence, schedule changes and re-enrollments have been accounted for). A student may count as a graduate if they have completed all applicable graduation requirements at the institution.

Licensure: Based on graduates from the graduation cohort who sat for all parts of their required licensure exam prior to November 30, 2016. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2016.

Placement: Based on graduates from the graduation cohort who are eligible for placement. A student may count as placed if they are employed in a field for which their training prepared them prior to November 30, 2016. Students may be excluded from the calculation if they fall into one of the categories listed. In 2015, the school excluded the following number of students* based on each of the following categories:

- ❶ The graduate is deceased 0
- ❷ The graduate is permanently disabled 0
- ❸ The graduate is deployed for military service/duty 0
- ❹ The graduate studied under a student visa and is ineligible for employment in the U.S. 0
- ❺ The graduate continued his/her education at an institution under the same ownership (e.g., a graduate of your cosmetology program subsequently enrolled in the instructor program of an institution under the same ownership) 0

Total Excluded 0

*If fewer than ten students were excluded for any one category, the disclosure will only include the total of all excluded students if that total is at least ten. If the calculation excluded fewer than a total of ten students the institution will state that it excluded students on the basis of each condition, and note that the number of total exclusions were fewer than 10 and therefore cannot be disclose.

PROGRAM INTEGRITY

The 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
65.22%	0%	<i>2014-2015: Title IV: \$5,500.00. Non-Title IV: \$0. Institutional: \$0. Total Loan Debt: \$5,500.00</i>

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>.

On-time completion is deemed by the U.S. Department of Education as anyone who graduates within the normal completion time. When a student completes their graduation requirements, including all theory and practical assignments, and the required number of clock hours contracted for within their original contracted graduation date, that student is considered to have graduated on-time. If a student delays their graduation for any reason—such as family responsibilities, day care issues, and other life events—and that causes them to graduate after their original contract end date, they are not considered an on-time graduate. Please note that our graduation rates that are provided in the school catalog are based on how many students started the program and how many completed within the reporting period.

STUDENTS RIGHT-TO-KNOW - COMBINED DEPARTMENT OF EDUCATION RATES (IPEDS)

Graduation
59%

The Academy of Cosmetology & Esthetics, NYC, LLC must prepare the completion and graduation rate of its certificate- or degree-seeking, first-time, full-time undergraduate students each year. The rates will track the outcomes for students for whom 150% of the normal time for completion or graduation has elapsed. Normal time is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog. These rates are generated from the school student record management system.

OCCUPATIONAL EDUCATION DATA SURVEY (OEDS DATA)

Report Period: July 1, 2014-June 30, 2015		Report Period: July 1, 2015-June 30, 2016	
New enrollments	79	New enrollments	97
Still enrolled/continuing from prior year	51	Still enrolled/continuing from prior year	38
Total students in reporting period	130	Total students in reporting period	135
Still enrolled/continuing to next period	38	Still enrolled/continuing to next period	55
Non-Completers	13	Non-Completers	18
Graduates	79	Graduates	62
Graduate Placement Data			
Employed: Related Field	61	Employed: Related Field	41
Employed: Slightly related Field	0	Employed: Slightly related Field	0
Employed: Unrelated Field	4	Employed: Unrelated Field	4
Employed: Military	0	Employed: Military	0
Seeking Employment	1	Seeking Employment	4
Pursuing Additional Education	2	Pursuing Additional Education	1
Other, Unavailable for Employment	0	Other, Unavailable for Employment	3
Status Unknown	11	Status Unknown	9

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 The 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. If a student fails to clock in or out for their schedule on the student timeclock, the student will not receive hours. If the student wishes to dispute any hours they feel earned, the student must provide documentation to verify attendance on the missing time form. The documentation would include the student sign in sheet, the specialty class attendance role, and/or the guest service summary.
- 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.
- ❽ 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.***
- ❾ 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.
- ❿ Students must request time off from school from the Education Leader.
- ⓫ Lunches and breaks are scheduled for all students. Day students will take 30 minutes for lunch between 12:00 noon and 1:30 PM. 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.

Learning Participation Guidelines

- 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 70% on all theory tests and assignments.
- 3 Students may not be released from required theory class to take a client.
- 4 Only desk personnel may schedule or change client service appointments.
- 5 All services must be checked and the service ticket initialed by an instructor.
- 6 Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- 7 Students will receive clock hours during the times they fully participate in their learning experience.
- 8 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
- 9 Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- 10 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.
- 11 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. The Academy of Cosmetology & Esthetics, NYC, LLC is not responsible for any lost or stolen articles.
- 12 Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- 13 Clinic classroom practical worksheets are due by the end of school.
- 14 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.
- 15 Theory: Students will not be allowed in Theory once the door is closed. The student will not receive theory credit or clock hours during this time. If a student chooses to leave Theory class for any reason he/she will not be allowed to return to Theory. If there's a transition period during Theory, a student will be allowed to enter to receive credit for the remaining scheduled time in Theory.

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 30 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, without needing the student's consent. 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.

The 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

The 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.

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 The 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. The 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 The Academy of Cosmetology & Esthetics, NYC, LLC. This applies to all students and applicants for admission to The School. The 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 The 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 The Academy of Cosmetology & Esthetics, NYC, LLC Campus is: Diana Varvaro; ADA Compliance Coordinator; 187 New Drop Lane, Staten Island, NY 10306; (718) 979-9001; Diana@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 The 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

The 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:

- ① Treat a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service;
- ② Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- ③ Deny any person an aid, benefit, or service
- ④ Subject any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service
- ⑤ 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;
- ⑥ 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/>.

ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY

The School is concerned about the use of alcohol and drugs in the educational facility. This concern is based upon the effect that those substances have on a person's judgment, performance, safety, and health.

The School prohibits the possession, use, or being under the influence of alcohol or an illegal substance on School premises or at a School activity.

This prohibition includes drugs which (a) are not legally obtainable or (b) are legally obtainable but have not been legally obtained. The prohibition also includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.

In order to enforce this policy, the School reserves the right to search all School premises, including classrooms, administrative offices, corridors, storage rooms, and parking lots. The School also reserves the right to search all employee and student property on School premises or at School activities, including but not limited to backpacks, purses, handbags, lockers, and vehicles parked on School property. The School also reserves the right to implement other measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action, including expulsion from the School or termination for employees.

The School also will not object to law enforcement seeking to search School premises or employees and students, and employee and student property on School property or at School activities.

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)

3015 Colvin Street
Alexandria, VA 22314
(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.

The campus crime report is provided to each student prior to enrollment. The campus crime statistics are updated annually (October). If you are interested in reviewing or receiving a copy of the school's campus crime report, please see the School Director and/or the financial aid office, or a copy may be reviewed on the school website.