

2018 CATALOG

DATE OF PUBLICATION: OCTOBER 16, 2018

JANUARY 2018 — DECEMBER 2018



This is to certify this catalog as being true and correct in content and policy.

Director signature:

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WELCOME

Rudy & Kelly Academy, a Paul Mitchell Partner School, welcomes you to your future. You have taken the first step to being a part of a profession that can take you to the pinnacle of your dreams. We are excited to have you as a student or, as we will call you, a Paul Mitchell Future Professional. We dedicate ourselves to giving you the opportunity to develop your skills under the teaching of a team dedicated to transforming every student into a successful professional cosmetologist.

Our goal is to develop students that will possess the skills to embark on a journey of success in the field of cosmetology. Our students will be trained to perform their trade in a manner that will benefit any future salon employer. Dedicated to the cosmetology industry, our team is proud of our ability to produce quality cosmetologists, who are trained to thrive in an industry that holds excellent opportunities for personal and financial success.

HISTORY

Rudy & Kelly Academy of Hair & Nails was established in 1997 when owner Rudy Russo, a successful hairstylist, multi-salon owner and local entrepreneur, sought an outlet to share his passion for the beauty industry with future hairstylists through education. When the opportunity arose to join the burgeoning Paul Mitchell Schools network in 2004, Rudy & Kelly Academy eagerly became a Paul Mitchell Partner School. Since 2004, the school has continued to improve its ability to educate students. In December 2008, the school began operating from a brand new facility, tripling the size of its previous location and providing state-of-the-art equipment on the clinic floor and in classrooms.

MISSION STATEMENT

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

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Rudy & Kelly Academy, a Paul Mitchell Partner School is 18,000 square feet fully equipped to meet all the demands of modern hair and skin care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The facilities include student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment, and additional student resource materials.

Our clinic floor has a spacious appearance with 60 styling areas, eight dryers, a nail clinic and one reception desk. Our washhouse contains 12 sinks. Restrooms are available at the front and at the rear of the school. Our general classroom has the capacity to seat 250 students with room for additional seating. Two additional classrooms seat 30 students with additional seating capacity. The student break room is located at the rear of the facility for use at lunch and during breaks. As a part of the fashion industry, our public appearance is important to us. We take pride in maintaining a clean, well-kept facility.

Rudy & Kelly Academy, a Paul Mitchell Partner School is a single-level facility. There are no wheelchair ramps into the building and the school does not have an elevator. The school has handicap bathrooms and drinking water facilities available. All classrooms and clinic areas are accessible for use by someone who is physically handicapped.

ADMINISTRATION/OWNERSHIP

The institution is owned by RAMJ, LLC., dba Rudy and Kelly Academy, a Paul Mitchell Partner School. RAMJ, LLC is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC. The owners of RAMJ, LLC are Michael R. Russo, Joyce C. Worrall, and Rudolph R. Russo.

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

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

The curriculum involves 1500 hours to satisfy Virginia state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

** Student is prepared to become an entry level cosmetologist.*

At this time the school does not have any plans to improve or change its educational programs

The school does not have any written agreements with any other entity to offer in whole or part any of its educational programs.

The cosmetology course is an approved program through DPOR, NACCAS, SCHEV and USDOE.

PROGRAM OBJECTIVES

The objective of this program is to prepare students to manage a successful cosmetology career and/or business, while preparing them to successfully pass the Virginia State Board of cosmetology exam.

PARKING

Students must abide by local (city and/or landlord) parking rules. They are announced during orientation; Rudy & Kelly Academy, a Paul Mitchell Partner School will not be responsible for parking violations and/or towing fees. Rudy & Kelly Academy, a Paul Mitchell Partner School requests that students park in designated areas away from the front of the building behind the blue line to allow spaces for our clinic guests and neighboring businesses.

NONDISCRIMINATION

Rudy & Kelly Academy, a Paul Mitchell Partner School, in its admission, instruction, and graduation policies and practices, does not discriminate on the basis of sex, race, religion, age, ethnic origin, color, disability, sexual orientation, or ancestry. The school does not allow or tolerate discrimination of any kind, bullying, harassment, or hazing of any sort. If any student or team member experiences or witnesses anyone being bullied, harassed, or hazed in any way, he or she is required to report the matter to the school's director, Joyce Worrall, in person or by calling (757) 473-9797, or by mail at 1920 Centerville Turnpike, Suite 114, Virginia Beach, VA 23464 immediately so appropriate action can be taken.

ADMISSION REQUIREMENTS

Rudy & Kelly Academy, a Paul Mitchell Partner School admits as regular students those who are high school graduates or holders of high school graduation equivalency certificates. Rudy & Kelly Academy, a Paul Mitchell Partner School 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. All forms may be obtained by requesting them from Rudy & Kelly Academy, a Paul Mitchell Partner School.
- ❷ **Submit an Application Fee:** Action will not be taken on admission or any student loan application until a non-refundable application fee of \$100.00 is received. Please submit the application fee in the form of a check, cash or money order, payable to Rudy & Kelly Academy. 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 student.
- ❹ **Entrance Essay:** The essay should include information about the applicant.
- ❺ **Personal Interview:** Applicant must complete a personal interview with the Admissions and/or Financial Aid Team.
- ❻ **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.

Home-schooled students are not considered to have a high school diploma or equivalent, however they are eligible for admission into Rudy & Kelly Academy A Paul Mitchell Partner School, if their secondary school education was in a home school that state law treats as a home or private school; the prospective student must provide documentation of this fact. Some states issue a secondary school completion credential to home-schoolers; if this is the case in the state where the student was home-schooled; he/she must obtain this credential in order to be eligible for enrollment.

If a prospective student was home schooled, they must provide documentation to demonstrate compliance with one of the following requirements. 1) You must obtain written documentation from the school district, county, or state that shows that the student's secondary school education was in a home school that state law treats as a home or private school. 2) If the state the home schooled student was educated in issues a secondary school completion credential to homeschoolers the prospective student must provide this credential in order to be eligible for enrollment. In addition, if the state requires a parent to register their child with the local school district to be home schooled, a copy of the approval to home school must also be provided.

****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.

Rudy & Kelly Academy, a Paul Mitchell Partner School does not recruit students who are already enrolled in a similar program at another institution.

If you have a disability and need an academic accommodation, please notify the school's ADA Compliance Coordinator as soon as possible so the school can review your request. If you are interested in attending our school and you do not have a high school diploma or GED certificate, please contact our admissions office for a list of GED programs located near the school. Rudy & Kelly Academy, a Paul Mitchell Partner School 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 above documents, non-immigrant applicants must provide documentation to show that they are permitted to be enrolled in a post-secondary school in the United States. Please see the Financial Aid Officer to determine if you qualify for any type of Title IV financial aid. Please note that students who are studying under a student visa (I-20) are not eligible to receive financial aid. 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. This school location is not SEVIS approved.

ACCEPTANCE

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

RE-ENTRY STUDENTS

Re-admittance for any student will be determined based on current tuition payment, current academic requirements with a 75% minimum grade, a personal interview with school administration, payment of a re-entry fee of \$150.00, and probationary status for the first 30 days after reentry.

Students who re-enroll in the program **within** 180 days of withdrawal date must complete the following:

- ① All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- ② Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
- ③ If a re-enrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new contract addendum.
- ④ Pay a \$150.00 re-entry fee and submit a new application.
- ⑤ Previous hours will be credited to the student's transcript, if paid for.
- ⑥ Tuition fees and costs are subject to change. Re-entering students will be contracted according to the current tuition costs, and will be required to pay any additional fees, if applicable.
- ⑦ Kits and books are subject to change. If the re-entry student does not have the current materials, these must be purchased prior to re-entry.

Students who re-enroll in the program **after** 180 days of withdrawal date must complete the following:

- ① All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- ② Students will be contracted at the current tuition hourly rate.
- ③ If a re-enrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new re-enrollment contract.
- ④ Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- ⑤ Pay a \$150.00 re-entry fee and submit a new application.
- ⑥ Previous hours will be credited to the student's transcript, if paid for.
- ⑦ Tuition fees and costs are subject to change. Re-entering students will be contracted according to the current tuition costs, and will be required to pay any additional fees, if applicable.
- ⑧ Kits and books are subject to change. If the re-entry student does not have the current materials, these must be purchased prior to re-entry.

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

Re-admission is reserved to the sole discretion of Rudy & Kelly Academy, a Paul Mitchell Partner School and may require special conditions.

Re-admission for a student requires a personal interview with school administration. The re-entering student will be placed on a 30-day evaluation. During the 30-day evaluation period the student must demonstrate for that period that they can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine their new status. Students who fail to meet the minimum attendance and academic requirements for that 30-day evaluation period may be terminated. Students who re-enter the program are placed in the same Satisfactory Academic Progress standing as when they left.

TRANSFER STUDENTS

A complete approved program may be composed of transferred hours under the following conditions:

- ❶ Both the new and former school must be licensed by the appropriate state licensing entity while the student is enrolled. The schools' current curriculum must be approved by that entity;
- ❷ The hours earned at the originating school must have been earned no more than two years prior to enrolling in the new school;
- ❸ Both the new and former school must be accredited by an accrediting agency recognized by the U.S. Department of Education;
- ❹ The new school may only credit completed content, and must substantiate, based on the student's transcript, how hours were awarded towards each content area.

A maximum of 500 hours will be accepted for students who transfer from another school; all transfer students must attend a minimum of 1000 hours at Rudy & Kelly Academy, a Paul Mitchell Partner School, to obtain the Paul Mitchell culture and educational program. For students transferring from another Paul Mitchell School, all transfer hours will be accepted, and there is no minimum requirement for hours attended at this school.

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.

The cost for transfer students is \$13.00 per hour attended at Rudy & Kelly Academy, a Paul Mitchell Partner School; this does not include the cost of a complete and current Paul Mitchell student kit. Please note that students transferring to another school may not be able to transfer all the hours they earned at Rudy & Kelly Academy, a Paul Mitchell Partner School; 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.

STATE LICENSING DISCLAIMER

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

ENROLLMENT INFORMATION

- ❶ **Enrollment periods:** Rudy & Kelly Academy, a Paul Mitchell Partner School usually begins new cosmetology classes about every seven (7) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Rudy & Kelly Academy, a Paul Mitchell Partner School for exact starting dates.
- ❷ **Holidays and school closures:** Rudy & Kelly Academy, a Paul Mitchell Partner School is closed for the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The school closes one day a month for staff training, a week for summer holiday break and a week for winter holiday break. These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of school administration. *Unexpected closures and snow days will be reported via the schools website www.rkacademy.com and/or Facebook Page www.facebook.com/rkacademy.*
- ❸ **Enrollment contract:** Rudy & Kelly Academy, a Paul Mitchell Partner School clearly outlines the obligation of both the school and the student in the enrollment contract. A copy of the enrollment contract and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
- ❹ **Payment schedule:** Rudy & Kelly Academy, a Paul Mitchell Partner School offers a variety of monthly financial payment schedules. See Rudy & Kelly Academy, a Paul Mitchell Partner School's Financial Aid Leader for details.

EDUCATION GOALS

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

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

COST OF TUITION AND SUPPLIES

Because of inflationary cycles, and because we must occasionally change equipment to remain current, the school reserves the right for the following tuition information to be subject to change.

TUITION – Cosmetology

| | |
|--|--------------------|
| Tuition | \$17,000.00 |
| Application Fee (<i>non-refundable</i>) | 100.00 |
| Kit, Equipment, Textbook, Supplies (<i>non-refundable</i>) | 2,800.00 |
| Kit & Equipment Sales Tax (<i>non-refundable</i>) | <u>168.00</u> |
| TOTAL COSTS | \$20,068.00 |

Please contact the school's Financial Aid Leader for payment options. The school accepts cash, credit card, and personal check payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

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.

For veterans or eligible persons, portions of the cost of the "Textbooks and Student Education Materials" may not be paid by the VA; the Veteran or eligible person will be responsible for payment.

SCHOLARSHIP AND FEE WAIVERS

Check with Rudy & Kelly Academy's Admissions team for any scholarship opportunities that may be currently available.

2018 CLASS START DATES

| Cosmetology | |
|--------------------------------|---|
| FULL-TIME DAY SCHOOL: | January 9, February 27, April 17, June 5, July 31, September 18, November 6 |
| PART-TIME DAY SCHOOL: | March 6, June 19, October 9 |
| PART-TIME NIGHT SCHOOL: | January 8, April 2, July 9, October 1 |

2019 CLASS START DATES

| Cosmetology | |
|--------------------------------|---|
| FULL-TIME DAY SCHOOL: | January 8, February 26, April 16, June 4, August 6, September 24, November 12 |
| PART-TIME DAY SCHOOL: | February 26, June 4, November 12 |
| PART-TIME NIGHT SCHOOL: | January 7, April 1, July 8, September 30 |

HOLIDAYS AND SCHOOL CLOSURE

The following holidays are observed and no classes are held: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 25. The school reserves the right to amend the calendar.

The weather will play a major role in the actual class schedule. Classes that are cancelled due to weather are not counted against the student and student schedules will be adjusted accordingly. *Unexpected closures and snow days will be reported via the schools website www.rkacademy.com and/or Facebook Page www.facebook.com/rkacademy.*

CONSTITUTION DAY

Rudy & Kelly Academy, a Paul Mitchell Partner School celebrates Constitution Day on or near September 17 of each year. For more information visit www.constitutionday.com

VOTER REGISTRATION

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of Virginia can be found at www.sbe.virginia.gov.

For information on Voter Registration and Election Dates for Federal Elections visit www.eac.gov/voter_resources.

STUDENTS WHO WITHDRAW

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 30 days, at which time the items become the property of Rudy & Kelly Academy, a Paul Mitchell Partner School.

Students wishing to transfer to another institution must pay all monies owed to Rudy & Kelly Academy, a Paul Mitchell Partner School, and all applicable academic requirements must be met in order for the student transcripts to be released.

TERMINATION POLICY

Rudy & Kelly Academy, a Paul Mitchell Partner School may terminate a student's enrollment for immoral and/or improper conduct, receiving 7 coaching sessions, failing to comply with educational requirements, and/ or the terms as agreed upon within the enrollment contract. For more information refer to the school Future Professional Advisory form.

SCHEDULE CHANGES

Students wishing to switch program schedules (day to evening or vice versa) must submit a request in writing, pay a \$150.00 administration fee, and meet with the Future Professional Advisor of the program schedule to which they are entering prior to being approved for a change of schedule. When all requirements have been met, the student will be issued an effective date for the switch. Schedule change requests for the part-time day program will not be approved at this time.

TARDINESS

Tardiness for class, and from lunch or break time will not be tolerated. The theory classroom door will be secured at the assigned time and tardy students will not be permitted to enter class unless escorted by an instructor. Tardiness causes an interruption to your peers as well as our guests. Theory class is mandatory for all students. Excessive tardiness will require an evaluation with the Future Professional Advisor. If correction is not made after counseling, the student may be suspended for a period or eventually terminated.

COSMETOLOGY COURSE OUTLINE

Your time at Rudy & Kelly Academy, a Paul Mitchell Partner School for the cosmetology program will be divided into six 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 **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 70 hours as a Protégé preparing you for the clinic classroom experience.
- ❸ **Clinic Classroom Learning Experience:** Your clinic time from 201 to 1500 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.
- ❹ **Classroom Learning Experience:** Your classroom time from 201 to 1500 hours is divided into four (4) areas: cutting, coloring, texture, and makeup. 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.
- ❺ **Adaptive Curriculum:** From 201 to 750 hours you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building you into a confident beauty industry professional.
- ❻ **Creative Curriculum:** You will spend your last 750 hours at Rudy & Kelly Academy, a Paul Mitchell Partner School in “high gear” by dressing, acting, and working like a salon industry 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.
- ❼ **Theory Classroom Instruction:** Time in the theory classroom will be continuous throughout the program. The theory experience will be divided into several chapters in accordance with the textbook, covering subjects related to the study of cosmetology, such as anatomy, salon ecology, chemistry, etc. Theory will be evaluated after each unit of study.

STATE OF VIRGINIA REQUIREMENTS

Cosmetology

The instructional program of Rudy & Kelly Academy, a Paul Mitchell Partner School meets or exceeds these requirements:

| Subject | Minimum Hours of Technical Instruction | Minimum State Performance Requirements | Minimum School Performance Requirements |
|--|--|--|---|
| I. Orientation | 60 | | |
| 1. School Policies | | | |
| 2. State Laws, Regulations, Professional Ethics | | | |
| 3. Personal Hygiene | | | |
| 4. Bacteriology, Sterilization, Sanitation | | | |
| II. Manicuring and Pedicuring | 55 | 15 | 15 |
| 1. Anatomy and Physiology | | | |
| 2. Diseases and Disorders | | | |
| 3. Natural and Artificial Application Procedures | | 20 | 20 |
| 4. Sterilization | | | |
| III. Shampooing and Rinsing | 65 | | |
| 1. Fundamentals | | | |
| 2. Safety Rules | | | |
| 3. Procedures | | | |
| 4. Chemistry, anatomy, physiology | | | |
| IV. Scalp Treatment | 45 | 10 | 20 |
| 1. Analysis | | | |
| 2. Disorders and Diseases | | | |
| 3. Manipulations | | | |
| 4. Treatments | | | |
| V. Hairstyling | 150 | 320 | 350 |
| 1. Anatomy and Facial Shapes | | | |
| 2. Finger Waving, Molding, and Pin Curling | | 15 | 15 |
| 3. Roller Curling, Combing, and Brushing | | | |
| 4. Heat Curling, Waving, Braiding, and Pressing | | 15 | 60 |
| VI. Haircutting / Hair Shaping | 100 | 50 | 75 |
| 1. Anatomy and Physiology | | | |
| 2. Fundamentals, Materials, Equipment | | | |
| 3. Procedures | | | |
| 4. Safety Practices | | | |
| <i>Continued on following page</i> | | | |

| Subject | Minimum Hours of Technical Instruction | Minimum State Performance Requirements | Minimum School Performance Requirements |
|--|---|---|--|
| VII. Permanent Waving and Chemical Relaxing | 75 | 25 | 35 |
| 1. Analysis | | | |
| 2. Supplies and Equipment | | | |
| 3. Procedures and Practical Application | | | |
| 4. Chemistry | | | |
| 5. Recordkeeping | | | |
| 6. Safety | | | |
| VIII. Hair Coloring and Bleaching | 100 | 45 | 100 |
| 1. Analysis and Basic Color Theory | | | |
| 2. Supplies and Equipment | | | |
| 3. Procedures and Practical Application | | | |
| 4. Chemistry and Classification | | | |
| 5. Recordkeeping | | | |
| 6. Safety | | | |
| IX. Skin Care and Make-up | 65 | 5 | 20 |
| 1. Analysis | | | |
| 2. Anatomy | | | |
| 3. Health, Safety, and Sanitary Rules | | | |
| 4. Procedures | | | |
| 5. Chemistry and Light Therapy | | | |
| 6. Temporary Removal of Hair | | | |
| 7. Lash and Brow Tinting | | | |
| X. Wigs, Hairpieces, and Related Theory | 20 | 5 | 5 |
| 1. Sanitation and Sterilization | | | |
| 2. Types | | | |
| 3. Procedures | | | |
| XI. Salon Management | 50 | | |
| 1. Professional Ethics | | | |
| 2. Effective Communication and Human Relations | | | |
| 3. Compensation Package and Payroll Deductions | | | |
| 4. Licensing Requirements and Regulations | | | |
| 5. Fundamentals of Business Management | | | |
| TOTAL HOURS | 785 | 525 | 715 |

In addition to the state requirements listed above, Rudy & Kelly Academy, a Paul Mitchell Partner School provides training in the areas of product use, salesmanship, decorum, record keeping, and client service record cards.

COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 1500-hour course:

- 1 **Weekly theory exams:** Students must receive a 75% or higher on each weekly theory exam.
- 2 **Core practical skills evaluation test:** Students must receive a grade of 75% 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.
- 3 **Adaptive practical skills evaluation test:** Students must receive a grade of 75% or higher.
- 4 **Mock State Board evaluation test:** This practical evaluation covers all technical areas of the Virginia Department of Professional & Occupational Regulation State Board Cosmetology exam. Students must receive a 75% or higher on this exam.
- 5 **Final written exam:** This written test covers an overview of all theory instruction, and other items covered on the Virginia Department of Professional & Occupational Regulation State Board Cosmetology exam. Students must receive a 75% or higher on this exam.
- 6 **Monthly practical worksheets:** These worksheets will be graded based on completion. Students must complete one worksheet for each full month enrolled.

Students are assigned theory study and an essential number of practical experiences. Theory is evaluated after each unit of study. Practical assignments are evaluated as completed and counted toward course completion only when rated as satisfactory or better. Practical skills are evaluated at three (3) intervals and according to test procedures and performance standards established by the state-licensing agency. Students must maintain a theory grade average of 75% and pass a final written and practical exam prior to graduation. Students must make up missed tests and incomplete assignments.

MEASURABLE PERFORMANCE OBJECTIVES

- 1 Complete the required number of clock hours of training.
- 2 Achieve and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.
- 3 Satisfactorily pass final written and practical exams.
- 4 Upon completion, receive a graduation certificate.
- 5 Pass state board exam.

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

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

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

INDUSTRY REQUIREMENTS / PHYSICAL DEMANDS OF THE PROFESSION

Students interested in pursuing a career in cosmetology should:

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

STUDENT SERVICES

- ① Housing: Rudy & Kelly Academy, a Paul Mitchell Partner School keeps a file of information about housing in the surrounding areas.
- ② Advising: Students are provided with academic advising and additional assistance as necessary. If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Rudy & Kelly Academy, a Paul Mitchell Partner School 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.

VETERANS PROGRAM

Rudy & Kelly Academy, a Paul Mitchell Partner School is approved by the Virginia State Approving Agency to enroll Veterans and other eligible students. To find out if you qualify as a eligible student please visit www.gibill.va.gov/benefits/other_programs/dea.html. For information or for resolution of specific payment challenges, call DVA nationwide toll free at 1-888-442-4551. All Veterans will sign confirm receipt of copy of this document (catalog) in the enrollment contract.

STATE BOARD EXAMINATIONS

The Virginia state law requires that students have 1500 clock hours of training and be graduated from a licensed cosmetology school to qualify for an initial cosmetology license. Following graduation, students are required to take a State Board Practical and Written Examination before receiving their Virginia Cosmetology License. This license is a protected license, but it must be renewed. The state board gives these exams and there is a charge for testing as well as for licensure.

Our goal is to prepare every student for his or her State Board Examination. We will stay informed of the requirements of the exam and will prepare each student for that exam prior to the actual examination date. We will help with the application for the examination, application for a temporary license, and inform students of all fees that will be required as well as time and site of examination. It will be the student's responsibility to acquire a model or mannequin and proper equipment for the exam. We feel confident that the preparation received at Rudy & Kelly Academy will exceed the requirements for this examination. The actual performance will be up to the student.

GRADUATION REQUIREMENTS IN COURSE

- ① Receive the required number of clock hours of training.
- ② For a student to meet state requirements, all practical worksheets must be completed in their entirety.
- ④ Pass written and practical exams.
- ⑤ Pay all tuition cost or make satisfactory arrangements for payment of all monies owed to the school.

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

The School will not release an official transcript until all graduation requirements are met.

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose of transfer or graduation, hours will not be released by the school until all monies owed to the institution have been paid and all academic requirements pertaining to these hours have been completed.

GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

Career opportunities for Cosmetologists include, but are not limited to, Hair Stylist, Color Stylist, Makeup Artist, Nail Technician, Educator, Salon Owner or Manager, Product Trainer, Platform Artist, Esthetician, and many more.

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

Rudy and Kelly Academy has placed students in the beauty industry as Hair Stylists, Color Stylists, Makeup Artists, Nail Technicians, Educators, Salon Owners or Managers, and Estheticians.

STUDENT KIT – Cosmetology

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

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

| | | |
|---|--|---|
| COMBS 1 Paul Mitchell Metal Pick Teasing, 109 1 Paul Mitchell White Comb, 408 1 Paul Mitchell Red Cutting Comb, 416 1 Paul Mitchell Teal Carving, 424 1 Paul Mitchell Black Metal Tail, 429 1 Paul Mitchell Black Rat Tail, 814 1 Paul Mitchell Detangler Comb 3 Cutting Combs BRUSHES 1 Paul Mitchell Paddle Plastic 427 1 Paul Mitchell Scalp Brush 1 Paul Mitchell Styling Plastic 407 1 Paul Mitchell Sculpting Plastic 413 1 Paul Mitchell Express Ion Round® - Large 1 Paul Mitchell Express Ion Round® - Small 2 Paul Mitchell Color Brushes | CAPES 1 Paul Mitchell All Purpose Cape 1 Paul Mitchell Cutting Cape ACCESSORIES 1 Paul Mitchell Metal Clips (10 pack) 1 Paul Mitchell Rolling Metal Case 1 Paul Mitchell Spray Bottle 1 T-Shirt TOOLS 2 Female Mannequin 1 Andis Clipper & Andis Trimmer Set 1 Paul Mitchell Classic Razor 1 Express Ion Dry+® (Plus) 125V 1 Paul Mitchell 3/4" Marcel Curling Iron 1 Paul Mitchell Manicure Set 1 Express Ion Smooth® + (Plus) 120v 1 Paul Mitchell Scissor 6.0" 1 Paul Mitchell Scissor 5.5" 1 Paul Mitchell Texturizer 6.0" 1 Paul Mitchell Scissor Case 1 Paul Mitchell Tripod 1 Basic Professional Make Up Kit 1 Acrylic Nail Kit 1 Apron | STUDENT EDUCATION MATERIALS 1 The Men's Cutting System DVD 1 The Cutting System App 1 The Color Systems App 1 The Skill Cards 1 Connecting to My Future Book 1 Be Nice (Or Else!) Book 1 Plugged In Membership includes Master Audio Club subscription (while enrolled) 1 Mini-Color Swatch Book 1 The Makeup System App 3 Product Brochures 1 Dollar Camp 1 iPad with Apple Care 1 Paul Mitchell Product Guide Workbook 1 36 oz. Water Bottle 1 Notability App |
|---|--|---|

Students who already have an iPad and wish not to include it in the kit, the price of the kit and equipment will be reduced by \$329.00 (iPad) + \$99.00 (AppleCare) for a total cost of \$2372.00. Textbooks listed below are included in the Paul Mitchell Kit at a discounted price to the student.

For veterans or eligible persons, portions of the cost of the "Textbooks and Student Education Materials" may not be paid by the VA; the Veteran or eligible person will be responsible for payment.

| |
|--|
| TEXTBOOKS 1 Milady's Standard Cosmetology 2016 Textbook; ISBN-13: 978-1-285-76941-7 (Hardcover), \$112.50 1 Milady MindTap Access Code to the Required Textbooks |
|--|

Cosmetology is an ever-changing business that will cause this list of equipment to change from time to time. All tools are the responsibility of the student. We advise you to mark all your tools with paint or some form of permanent marking material. The student at his or her own expense will replace lost or misplaced items. All tools when not in use are to be kept in the kit or locker. They must be kept clean and sanitized.

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.

The Federal Return of Title IV funds formula (R2T4) dictates the amount of Federal Title IV aid that must be returned to the federal government by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws at any point during the payment period. If a student did not start or begin attendance at the school, the R2T4 formula does not apply.

Official Withdrawal Process: If a student wishes to withdraw from school, they must notify the Financial Aid Leader of the school. The notification may be in writing or orally. The date the notification is received is the date of determination. The Financial Aid Leader must begin the withdrawal process.

Unofficial Withdrawal Process: For unofficial withdrawals a student's withdrawal date at a school that is required to take attendance is their last day of physical attendance. The date of determination is 14 days after they cease attendance.

In both cases the last day of attendance will be used in the return to Title IV calculation.

The federal formula requires a Return of Title IV calculation if the student received or could have received (based on eligibility criteria) federal financial assistance in the form of Pell Grants, and Direct Loans or Direct PLUS Loans during the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60% point of time. After the 60% point of the payment period (or period of enrollment depending on what the school uses) the student is considered to have earned 100% of the aid for the period. The percentage that has not been earned is calculated by subtracting the percentage of Title IV aid earned from 100%.

The percentage of the payment period completed is calculated by the hours scheduled in the payment period as of the withdrawal date divided by the scheduled hours in the payment period.

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.

Post Withdrawal Disbursement: If a student receives less Title IV funds than the amount earned, the school will offer the student a disbursement of the earned aid that was not received at the time of their withdrawal which is called a post-withdrawal disbursement. Post-withdrawal disbursements will be made from Pell Grant funds first, if the student is eligible. If there are current educational costs still due the school at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be credited to the student's account. Any remaining Pell funds must be released to the student without the student having to take any action. Any federal loan program funds due in a post-withdrawal disbursement must be offered to the student and the school must receive the student's authorization before crediting their account. The authorization is required to be sent to the student within 30 days of the date the school determined the student's last date of attendance.

Credit Balance: If a credit balance still exists on the student's account after the R2T4 and institutional refund calculations are done, that credit balance must be used to pay any grant overpayment that exists based on the current withdrawal within 14 days from the date that the R2T4 calculation was performed. The overpayment must be eliminated prior to offering a credit balance to a student.

The following Title IV return distribution is used for all FSA students.

- ❶ Unsubsidized Direct Loan
- ❷ Subsidized Direct Loan
- ❸ Direct PLUS Loan (Parent)
- ❹ Federal Pell Grant

Returns must be made as soon as possible to the federal programs but no later than 45 days after the date of determination. (unless the school uses less days based on a state, accrediting agency or institutional requirement)

The law requires that a student is responsible for all unearned Title IV program assistance that the school is not required to return. This is determined by subtracting the amount returned by the school from the total amount of unearned Title IV funds to be returned.

Overpayment of Title IV, HEA Funds — Any amount of unearned grant funds that you must return is called overpayment. The amount of grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. A student who owes an overpayment remains eligible for Title IV, HEA program funds through and beyond the earlier of 45 days from the date the school sends a notification to the student of overpayment, or 45 days from the date the school was required to notify the student of the overpayment if, during those 45 days the student:

- ❶ Repays the overpayment in full to the school;
- ❷ Enters into a repayment agreement with the school in accordance with repayment arrangements satisfactory to the school; or
- ❸ Signs a repayment agreement with the Department, which will include terms that permit a student to repay the overpayment while maintain his or her eligibility for Title IV, HEA program funds.

Within 30 days of the date of the school's determination that the student withdrew, an institution must send a notice to any student who owes a Title IV, HEA grant overpayment as a result of the student's withdrawal from the school in order to recover the overpayment.

If the student does not repay the overpayment in full to the school, or enter a repayment agreement with the school or the Department within the earlier of 45 days from the date the school sends notification to the student of overpayment, or 45 days from the date the school was required to notify the student of the overpayment.

At any time the student fails to meet the terms of the repayment agreement with the school:

- ❶ The student chooses to enter into a repayment agreement with the Department.
- ❷ The student who owes an overpayment is ineligible for Title IV HEA program funds.

You must make arrangement with the school or Department of Education to return the amount of unearned grant funds.

TREATMENT OF TITLE IV FUNDS WHEN A STUDENT WITHDRAWS FROM A CLOCK-HOUR PROGRAM

Treatment of Title IV Funds When a Student Withdraws From a Clock-Hour Program

Student's Name: John Doe Social Security #: 123-45-6789
 Date of school's determination that student withdrew: 1/6/11
 Period used for calculation (check one): ☒ 1st Payment Period ☐ Period of Enrollment

Monetary amounts should be in dollars and cents (rounded to the nearest penny)
 When calculating percentages, round to three decimal places. (for example, $4486 \div 449 = 44.9\%$)

STEP 1: Students Title IV Aid Information

| | Amount Disbursed | Amount that Could Have Been Disbursed | |
|-------------------------------------|-----------------------------------|---|--|
| Title IV Grant Programs: | | | E. Total Title IV Aid Disbursed for the Period |
| 1. Pell Grant | <u>2,775.00</u> | | A. <u>2,775.00</u> |
| 2. Academic Competitiveness Grant | | | + B. <u>6,727.00</u> |
| 3. National SMART Grant | | | = E. <u>9,502.00</u> |
| 4. FSEOG | | | |
| 5. TEACH Grant | | | |
| | A. <u>2,775.00</u> (sub-total) | C. <u>0.00</u> (sub-total) | F. Total Title IV grant aid disbursed and that could have been disbursed for the period |
| | | | A. <u>2,775.00</u> |
| | | | + C. <u>0.00</u> |
| | | | = F. <u>2,775.00</u> |
| Title IV Loan Programs: | | | G. Total Title IV aid disbursed and aid that could have been disbursed for the period |
| 6. Unsubsidized FDLP / FFELP | <u>2,985.00</u> | | A. <u>2,775.00</u> |
| 7. Subsidized FDLP / FFELP | <u>1,742.00</u> | | B. <u>6,727.00</u> |
| 8. Perkins Loan | | | C. <u>0.00</u> |
| 9. PLUS FDLP / FFELP (Grad Student) | | | + D. <u>0.00</u> |
| 10. PLUS FDLP / FFELP (Parent) | <u>2,000.00</u> | | = G. <u>9,502.00</u> |
| | B. <u>6,727.00</u> (sub-total) | D. <u>0.00</u> (sub-total) | |

STEP 2: Percentage of Title IV Aid Earned

Last Day Attended: 12/30/11

H. Determine the percentage of the period completed:
 Divide the clock hours scheduled to have been completed as of the last day of attendance in the period by the total clock hours in the period.

271.00 / 450.00 = 60.2%
 Hours scheduled to complete Total hour in period

- ▶ If this percentage is greater than 60%, enter 100% in Box H and proceed to Step 3.
- ▶ If this percentage is less than or equal to 60%, enter that percentage in Box H and proceed to Step 3.

H. 100.0%

STEP 3: Amount of Title IV Aid Earned by the Student

Multiply the percentage of Title IV aid earned (Box H) by the Total Title IV aid disbursed and that could have been disbursed for the period (Box G).

100.0% x 9,502.00 = 9,502.00
 Box H Box G Box I

STEP 4: Title IV Aid to be Disbursed or Returned

- ▶ If the amount in Box I is greater than the amount in Box E, go to Post-withdrawal disbursement (Item J).
- ▶ If the amount in Box I is less than the amount in Box E, go to Title IV aid to be returned (Item K).
- ▶ If the amounts in Box I and Box E are equal, **STOP**. No further action is necessary.

J. Post-withdrawal disbursement

From the amount of Title IV aid earned by the student (Box I) subtract the Total Title IV aid disbursed for the period (Box E). This is the amount of the post-withdrawal disbursement.

9,502.00 - 9,502.00 = 0.00
 Box I Box E Box J

K. Title IV aid to be returned

From the Total Title IV aid disbursed for the period (Box E) subtract the Amount of Title IV aid earned by the student (Box I). This is the amount of Title IV aid that must be returned.

9,502.00 - 9,502.00 = 0.00
 Box E Box I Box K

STEP 5: Amount of Unearned Title IV Aid Due from the School

| | | |
|--|---------|----------|
| L. Institutional Charges for the Period. | Tuition | 4,500.00 |
| | Room | |
| | Board | |
| | Other | |
| | Other | |

Total Institutional Charges
(Add all the charges together) L. 4,500.00

M. Percentage of unearned Title IV aid
100.0% - 100.0% = 0.0%
Box H Box M

N. Amount of unearned charges
Multiply institutional charges for the period (Box L) by the Percentage of unearned Title IV aid (Box M).
4,500.00 x 0.0% = 0.00
Box L Box M Box N

O. Amount of school to return
Compare the amount of Title IV aid to be returned (Box K) to Amount of unearned charges (Box N), and enter the lesser amount.
O. 0.00

STEP 6: Return of Funds by the School

The school must return the unearned aid for which the school is responsible (Box O) by repaying funds to the following sources, in order, up to the total net amount disbursed for each source.

| Title IV Programs | Amount for School to Return |
|---|-----------------------------|
| 1. Unsubsidized FDLP / FFELP | 0.00 |
| 2. Subsidized FDLP / FFELP | 0.00 |
| 3. Perkins Loan | 0.00 |
| 4. PLUS FDLP / FFELP (Grad Student) | 0.00 |
| 5. PLUS FDLP / FFELP (Parent) | 0.00 |
| Total loans the school must return = P. | 0.00 |
| 6. Pell Grant | 0.00 |
| 7. Academic Competitiveness Grant | 0.00 |
| 8. National SMART Grant | 0.00 |
| 9. FSEOG | 0.00 |
| 10. TEACH Grant | 0.00 |

STEP 7: Initial Amount of Unearned Title IV Aid Due from the Student

From the amount of Title IV aid to be returned (Box K) subtract the Amount for the school to return (Box O).

0.00 - 0.00 = 0.00
Box K Box O Box Q

► If Box Q is < or = zero, **STOP**. If > zero, go to Step 8.

STEP 8: Repayment of the Student's loans

From the Net loans disbursed to the student (Box B) subtract the Total loans the school must return (Box P) to find the amount of Title IV loans the student is still responsible for repaying (Box R).

These outstanding loans consist either of loan funds that student has earned, or unearned loan funds that the school is not responsible for repaying, or both; and they are repaid to the loan holders according to the terms of the borrower's promissory note.

6,727.00 - 0.00 = 6,727.00
Box B Box P Box R

► If Box Q is less than or equal to Box R, **STOP**.

The only action a school must take is to notify the holders of the loans of the student's withdrawal date.

► If Box Q is greater than Box R, Proceed to Step 9.

STEP 9: Grant Funds to be Returned**S. Initial amount of Title IV grants for student to return**

From the initial amount of unearned Title IV aid due from the student (Box Q) subtract the amount of loans to be repaid by the student (Box R).

0.00 - 6,727.00 = 0.00
Box Q Box R Box S

T. Amount of Title IV grant protection

Multiply the total of Title IV grant aid that was disbursed and that could have been disbursed for the period (Box F) by 50%.

2,775.00 - 50.00% = 0.00
Box F Box T

U. Title IV grant

From the initial amount of unearned Title IV aid due from the student (Box S) subtract the amount of loans to be repaid by the student (Box T).

0.00 - 0.00 = 0.00
Box S Box T Box U

► If Box U is less than or equal to zero, **STOP**.

If not, go to step 10.

STEP 10: Return of Grants Funds by the Student

Except as noted below, the student must return the unearned grant funds for which he/she is responsible (Box U). The grant funds returned by the student are applied to the following sources in the order indicated, up to the total amount disbursed from that grant program minus any grant funds that school is responsible for returning to that program in Step 6.

Note that the student is not responsible for returning funds to any program to which the student owes \$50.00 or less.

Title IV Grant Programs:

1. Pell Grant
2. Academic Competitiveness Grant
3. National SMART Grant
4. FSEOG
5. TEACH Grant

Amount to Return

| |
|------|
| 0.00 |
| |
| |
| |
| |

INSTITUTIONAL REFUND/CANCELLATION/DROP POLICY

- ① Any monies due the applicant or student shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
 - a. An applicant is not accepted by the school. This applicant shall be entitled to a refund of all monies paid to the school except a non-refundable application fee of \$100.00.
 - b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, within three (3) days of signing the enrollment contract. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
 - c. A student who cancels his/her contract after three (3) days of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the school less a non-refundable application fee of \$100.00.
 - d. A student notifies the institution of his/her official withdrawal in writing.
 - e. A student is expelled by the institution.
 - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the school administrator/owner in person.
 - g. Monies paid for student kit is nonrefundable unless the student cancels within 3 (three) business days of signing the enrollment contract or the student cancels prior to entering class.
- ② Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.
- ③ When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
- ④ All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.
- ⑤ A student's on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning.

The following refund table distribution is used for all applicants due a refund. Upon withdrawal, drop or termination, a student may owe tuition or be entitled to a refund based on his/her scheduled hours:

| Proportion of Total Program Taught by withdrawal date | Hours Scheduled to Complete to Total Length of Program or Course | Amount of Total Tuition Refunded to the Student |
|---|--|---|
| Less than 25% | 1 – 375 | 75% of program cost |
| 25% up to but less than 50% | 376-750 | 50% of program cost |
| 50% up to but less than 75% | 751 – 1125 | 25% of program cost |
| 75% or more | 1126-1500 | No Refund |

STUDENT FINANCIAL AID RELEASE

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

Federal loan information is available in the National Student Loan Database System (NSLDS) and will be accessible by Servicers and Schools, as authorized.

POLICY FOR VERIFICATION OF TITLE IV FUNDING

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

In order to academically succeed in a program, a Federal Pell Grant student must have the ability to purchase books and supplies at the beginning of the academic period. By the seventh day of a payment period, the school will provide a way for a student who is eligible for a Federal Pell Grant to obtain or purchase the books and supplies required for the payment period if:

- ❶ ten days before the beginning of the payment period, the school could have disbursed FSA funds to the student; and
- ❷ disbursement of those funds would have created an FSA credit balance.

The school will consider all the FSA funds a student is eligible to receive at the time it makes the determination, but the school need not consider aid from non-FSA sources.

The amount the school must provide is the lesser of the presumed credit balance or the amount determined by the school that the student needs to obtain the books and supplies. In determining the required amount, the school may use the actual costs of books and supplies or the allowance for those materials used in estimating the student's cost of attendance for the period. A student may decline to participate in this process to obtain or purchase books and supplies, if they so choose.

ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION

Students will be given written notice advising them that a conviction for illegal drugs, of any offense, during an enrollment period for which the student was receiving Title IV financial aid will result in the loss of eligibility for any Title IV per HEA Sec. 484(r)(1) and 20 U.S.C. 1091(r)(1). Students whose eligibility has been suspended due to a drug conviction may resume eligibility if they successfully pass two (2) unannounced drug tests conducted by a drug rehabilitation program that complies with criteria established under HEA Sec. 484(r)(2) (20 U.S.C. 1091(r)(2)).

CREDIT BALANCE POLICY

If Title IV disbursements result in a credit balance on the student's account, the Financial Aid office will notify the student. The student has the option to have the school hold the credit balance and can complete an authorization for the school to hold the funds by obtaining an authorization form from the Financial Aid Department. If the student does not want the school to hold their funds, all credit balance disbursements and refunds due to funding source will be processed within 14 days of the credit balance appearing on the student account. Regardless of the chosen option the school will clear all credit balances on a student account by the end of the award year.

PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

Our school does not have a list of preferred lenders and we do not offer private education loans.

MAKEUP ASSIGNMENTS AND TUTORING HOURS

Students must complete all required assignments and tests. To accommodate students who have missed a test, make up test days are scheduled. Students will receive a zero if the makeup test is not completed at the next scheduled makeup test date.

Instructional faculty will be accessible for academic advising to students throughout the length of the program. For day program students, instructors will be available during night program hours. For night program students, instructors will be available during day program hours. Faculty are also accessible via email outside regularly scheduled class hours. A list of faculty email addresses is posted on the school bulletin board.

MAKEUP HOURS

Students can makeup hours during posted times when the student is not normally scheduled for attendance. Students must have missed hours in order to make up hours, as attendance may not exceed 100%. Students must contact the Future Professional Advisor to approve and schedule make up hours.

Students have 150 allowable absent hours included in the contract. This time cannot be made up and therefore should be used wisely in the case of illness or unforeseen circumstances that may prevent attendance.

Students must complete a Future Professional Make-Up Request Form indicating the date, time, activity completed, and the name of the Learning Leader who supervised the make-up time.

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:

- ❶ A minimum cumulative Theory grade level of 75% or higher.
- ❷ A minimum cumulative academic level of 75% or higher on practical evaluations and practical worksheet completion.*
- ❸ To determine whether a student meets the academic requirements for Satisfactory progress, theory and practical grades are averaged together to give a cumulative academic grade of 75% or higher.
- ❹ A minimum cumulative attendance of 80% of their scheduled hours**

**To meet the state practical requirements for graduation, students must eventually complete monthly practical worksheets 100%. See GRADUATION REQUIREMENTS IN COURSE.*

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

A student who has not achieved the minimum cumulative GPA of 75% and/or who has not successfully completed at least a cumulative rate of attendance of 80% 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

Full time day students attend 5 days/35 hours per week, Tuesday through Saturday, 9:30 a.m. to 5:00 p.m. Night school students attend 4 days/20 hours per week, Monday through Thursday, 5:00 p.m. to 10:00 p.m. Part time day students attend 4 days/20 hours per week, Tuesday through Friday, 9:30 a.m. to 2:30 p.m.

The State of Virginia requires 1500 clock hours for cosmetology. Students are expected to complete their course of cosmetology in no more than 125% of their contracted date. If students are never absent, they should complete their course of study within 42.86 weeks for a full time student and 75 weeks for a part time student.

At the end of each evaluation period, the school will determine if the student has maintained at least 80% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum 125% time frame allowed.

MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is no longer than 125% of the required number of clock hours.

| COURSE | LENGTH | MAXIMUM TIME FRAME |
|-------------------------|----------|--------------------|
| Cosmetology – Full Time | 43 Weeks | 61 Weeks |
| Cosmetology – Part Time | 75 Weeks | 107 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 80% 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. Whether a student pays out of pocket or receives Title IV Financial aid all hours attempted and completes are considered part of the Satisfactory Academic Progress calculation. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS

Majors, degrees, second degrees, or summer terms does not apply to Rudy and Kelly Academy, a Paul Mitchell Partner School.

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.

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 can be granted in cases of emergency or medical problems with doctor notification, which cause attendance to be impossible or impractical. 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 in advance, unless unforeseen circumstances prevent the student from doing so.
- ❷ Must state the reason for the Leave of Absence (LOA) request
- ❸ Be approved by the Financial Aid Office and Future Professional Advisor
- ❹ Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

A student on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning. 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.

Students 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 special circumstances, the school may grant a leave of absence to a student in the case of an emergency, such as a car accident or other medical issue that would prevent the student from requesting the leave of absence prior to the incident occurring. In these cases, the school will document the reason for the granting of the leave after the incident has occurred. The beginning date of the leave of absence will be based on the first date it has been determined that the student cannot come to class due to the accident or medical situation.

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.

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.

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 1200 *actual hours*. The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are printed within 7 days of the student reaching the evaluation points.

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

- ❶ Grade reports are issued monthly to each student, to make them aware of their progress toward meeting satisfactory progress.
- ❷ Examinations are given in all subjects.
- ❸ Grades and attendance (Satisfactory Academic Progress) records are reviewed and signed by the student and maintained in the student's financial file. The Satisfactory Academic Progress will reflect if the student evaluation will impact the students eligibility for Financial Aid. The student may request to review their financial aid file from the Financial Aid Leader.

The following grading scale is used for theory progress:

A = 90 – 100% (*Excellent*) B = 80 – 89% (*Average*) C = 75 – 79% (*Below Average*) Below 75% (*Failing*)

Practical and clinical work is graded by a signature on the performance worksheet or client ticket. A signature from an instructor represents a grade of 75% or higher. No signature indicates a score of less than 75% and the student has not met minimum satisfactory standards on the practical application. The student is required to continue the practical application until they receive a signature from an instructor. Students must make up failed or missed tests and incomplete assignments.

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

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. For transfer students attending less than a full academic year, an evaluation will be done at the midpoint of the actual hours.

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.

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 or the institution develops an academic plan for the student that, if followed, will ensure that the student is able to meet the institution's satisfactory academic progress requirements by a specific point within the maximum timeframe established for the individual student. 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.

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.

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, for example 450 to 900 actual hours evaluations; 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.

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 the 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's 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.

Rudy & Kelly Academy, a Paul Mitchell Partner School 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.

The 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 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

Rudy & Kelly Academy, a Paul Mitchell Partner School 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 five (5) years for withdrawal students; transcripts of graduates are kept indefinitely.

Amendment to Student Records

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

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

PERFORMANCE STATISTICS/JOB OUTLOOK

Rudy & Kelly Academy, a Paul Mitchell Partner School 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 each main campus and all additional campuses as a whole. In this case, Rudy & Kelly Academy, a Paul Mitchell Partner School is the only campus; the outcome rates provided are for Rudy & Kelly Academy, a Paul Mitchell Partner School. The U.S. Department of Education, requires outcome rates be provided based upon the individual location. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

NACCAS – Rudy & Kelly Academy, a Paul Mitchell Partner School performance statistics for the calendar year 2016:

| Graduation | Placement | Licensure |
|-------------------|------------------|------------------|
| 73.96% | 80% | 98.84% |

NACCAS' 2016 Annual Report is derived from a single cohort of students – those scheduled to graduate in 2016. NACCAS' graduation, placement and licensure definitions are described below:

Graduation: Based on all students scheduled to graduate from the program in 2016. 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, 2017. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2017.

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, 2017. Students may be excluded from the calculation if they fall into one of the categories listed. In 2016, the school excluded the following number of students* based on each of the following categories:

- a. The graduate is deceased __0__
 - b. The graduate is permanently disabled __0__
 - c. The graduate is deployed for military service/duty __0__
 - d. The graduate studied under a student visa and is ineligible for employment in the U.S. __0__
 - e. 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 disclosed.

Barbers, hairdressers, and cosmetologists provide hairstyling and beauty services.

Barbers, hairdressers, and cosmetologists work mostly in a barbershop or salon. Physical stamina is important, because they are on their feet for most of their shift. Many work part time, and nearly half were self-employed in 2012. All states require barbers, hairdressers, and cosmetologists to be licensed. To qualify for a license, candidates are required to graduate from a state-approved cosmetology program.

In May 2012, the median hourly wage for barbers was \$12.06. The median hourly wage for hairdressers and cosmetologists was \$10.91 in May 2012. Employment of barbers, hairdressers, and cosmetologists is projected to grow 13 percent from 2012 to 2022, about as fast as the average for all occupations. Most job openings will result from the need to replace workers who leave the occupation.

The school surveys its current students, graduates, and salon employers to evaluate and improve outcomes in the areas of graduation, licensure and placement.

The U.S. Bureau of Labor Statistics publishes information regarding the Hairdressing and Cosmetology profession at: <http://www.bls.gov/ooh/personal-care-and-service/barbers-hairdressers-and-cosmetologists.htm>. The current median wages for this field is \$22,770 a year. The job outlook for the period 2012 thru 2022 is a 13% job growth, while the average for all occupations is 11%.

PROGRAM INTEGRITY

Rudy & Kelly Academy, a Paul Mitchell Partner School is accredited 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 |
|----------------------|-------------------------|---|
| 2016: 80% | 2015-16: 54% | 2015–16 Title IV: \$12,312.00. Private: \$0. Institutional: \$0. |

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.

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: rkacademy.com/programs/cosmetology.

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

The following are a list of guidelines that all students must commit to and follow during their enrollment at Rudy & Kelly Academy, a Paul Mitchell Partner School. The guidelines were established to assist in creating a safe, focused and enjoyable learning experience.

Our Responsibility To You

- ▶ To offer each student training opportunities with a team dedicated toward an educational experience that will be challenging and ultimately profitable.
- ▶ To offer a training facility that will be kept clean, safe, and environmentally sound.
- ▶ To offer immediate assistance in any area we feel your training may be below our expected standards. Communication skills will be taught as well as experienced. We will be available to help students achieve their goals.

Student Responsibilities

- ▶ To be on time for all classes.
- ▶ To come to class alert and ready for instructions.
- ▶ To follow instructions and to work in a safe and responsible manner.
- ▶ To dress in proper attire required by Rudy & Kelly Academy.
- ▶ To follow rules, conduct yourself in a professional manner, and speak and act in a respectful manner to others.
- ▶ To smile and bring your positive attitude to class daily!

The Matter Of Conduct

Our goal is to treat each student as an adult. We feel adults are always responsible for the way they conduct themselves in public. Therefore, it is the responsibility of each student to help keep our education and clinic facility a place of study and work that displays teamwork and a concern for others. We must each realize that rules and regulations apply to everyone and we must consider the safety and well-being of all we come in contact with.

How To Make Your Clinic Time Profitable

- ▶ Be on time.
- ▶ When assigned to the clinic begin with a positive attitude.
- ▶ Set up your station in a neat and orderly manner.
- ▶ Prior to receiving a guest, be certain your styling chair and station are clean and free of any chemical material that might stain your guest's clothing.
- ▶ When assigned to a guest, greet them with a smile and always introduce yourself by name and refer to them by their name while escorting them to your assigned station.
- ▶ Always communicate with every guest to be certain you understand the service they wish to have performed and always ask or talk with the instructor for assistance in making the proper evaluation. Prior to shampooing a guest, make certain the shampoo basin and chair are free from any chemical that might stain or damage guest's clothing.
- ▶ If placing a guest under a dryer, always check the temperature and inform them that the temperature may be adjusted and you will be happy to do so at any time. After placing the guest under the dryer, offer to acquire a magazine or drink if they so desire.
- ▶ Remember to always SMILE! Be courteous and say the magic words PLEASE and THANK YOU. Always be aware that this is a learning experience and you will only become competent with practice. Patience, persistence, and performance will be keys that will always lead you to success on your guests in the clinic and afterwards in a professional salon.

Attendance and Documentation of Time

- ① The school records attendance in clock hours and gives appropriately earned attendance credit for all hours attended and does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and rounds hours to the nearest quarter hour. It is the responsibility of the student to record his/her hours by clocking in and out using the time clock. 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.
- ② The school is open from 9:30 a.m. to 5:00 p.m. for day students and 5:00 to 10:00 p.m. for night students.
- ③ All courses require continuous attendance.
- ④ The prescribed attendance schedule must be maintained each week.
- ⑤ Full-time day students attend school Tuesday through Saturday. Part-time day students attend school Tuesday through Friday. Night students attend school Monday through Thursday. Saturdays are mandatory for day students.
- ⑥ Students must be on time as tardiness inhibits the learning process. Students who are late for theory, cutting, coloring, perming, or special class may not enter the classroom without an excuse note from the Future Professional Advisor or another instructor. They may "clock in" and will be assigned special projects or assignments pertaining to their course of study. Students are never excused from mandatory theory class to work in the clinic.
- ⑦ During the enrollment contract period, the student is allowed to miss 150 hours before having to pay extra instructional charges. If the student's training goes beyond the contracted ending date for course completion, the student will be charged an additional \$10.00 for each hour completed after the contract ending date. The student may use the 150 allowed absent hours for vacation, appointments, illness, etc.

**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 will be terminated from the program.

- ⑧ Students attend Core the first 6 weeks (210 clock hours) of enrollment. During this time the student must maintain a monthly attendance of 90%. If at the conclusion of the month, the student's progress report is not 90% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.
- ⑨ Students who are late or cannot attend school must contact the school and talk to the Service Desk Coordinator immediately. Day students must call in prior to 9:30 a.m. Night students must call in prior to 5:00 p.m.
- ⑩ Students must request time off from school from the Education Leader or Future Professional Advisor.
- ⑪ Students are required to be in attendance a minimum of: 7 hours per day, 35 hours per week for the full-time schedule and 5 hours per day, 20 hours per week for the part-time schedule. Holidays such as Memorial Day, Labor Day, and Thanksgiving Day will be set according to the calendar each year.
- ⑫ Lunches and breaks are scheduled for all students. All full-time students are required to take a 30-minute lunch break. Students should communicate with their Learning Leader if they have not had lunch by 1:30 p.m. Part-time students will take a 15-minute break as scheduled by school administration.

- ⑬ Documentation of time: Students may not leave the school premises during regular hours without the permission of an instructor. Students who will be leaving the school premises for more than 15 minutes or leaving early must document their time by completing all of the following:
 - a. Clocking out on the time clock.
 - b. Having a Learning Leader sign a Leave Early form.
 - c. Informing the Service Desk Coordinator
- ⑭ Students may not clock in or out for another student. Doing so may result in termination.

Professional Image

All Future Professionals must adhere to the following professional dress code while in attendance:

- ① Future Professionals may wear black or gray in any combination.
- ② Phase Two Future Professionals may wear black , gray, or white in any combination.
- ③ A minimal print in clothing is acceptable if it is a black and white print.
- ④ Clothing should be professional and clean.
- ⑤ Shoes should be black, professional, practical, and comfortable.
- ⑥ Hair should be styled prior to arriving at the school.
- ⑦ Any cosmetics should be applied prior to arriving at the school.
- ⑧ The following is a list of acceptable dress:
 - a. Jeans or clothing made of jean material if they are black or gray in color. Any rips or tears must fall below the fingertips, when standing up.
 - b. Sleeveless tops.
 - c. Sweatshirts, printed T-shirts, hooded sweatshirts and/or jackets with the Paul Mitchell logo or the school logo may be worn.
 - d. Stylish hats, scarves, and stylish head wraps.
 - e. Shorts and/or skirts that fall below the fingertips.
- ⑨ Tights or leggings should be worn with skirts or dresses that fall above the knees for all Future Professionals.
- ⑩ Name tag — as provided by the school. All Future Professionals are required to wear a name tag while in attendance.

The following is a list of unacceptable dress for all Future Professionals in attendance:

- a. Gym workout shoes, foot thongs, or beach sandals.
- b. Tank tops, spaghetti string tops, or belly shirts.
- c. Sweatpants.
- d. Sweatshirts, hooded sweatshirts, jackets and printed T-shirts other than those with the Paul Mitchell logo or the school logo.
- e. Shorts and/or skirts that fall above fingertips, when standing up.
- f. Baseball hats, visors, bandanas, caps, or beanies.
- g. Spandex or biking shorts.
- h. Headphones, headgear, and/or earphones are not permitted in the classroom or the clinic classroom.
- i. Sunglasses.

Future Professionals who fail to comply with the Future Professional dress code may be coached and may receive an advisory.

Sanitation and Professional Services

- ① Students must keep workstations and classroom areas clean, sanitary, and clutter free at all times.
- ② Students must clean their stations, including the floor, after each service.
- ③ Hair must be swept up immediately after a service is completed, before blow drying.
- ④ Workstations must be cleaned at the end of the day, prior to clocking out for the day.
- ⑤ Students may have their hair or other services done upon approval. Students must complete the following prior to starting the service:
 - a. Seek permission and approval from Future Professional Advisor according to criteria below:
 - Be maintaining Satisfactory Academic Progress.
 - Be current in worksheet performances, theory attendance and tests.
 - b. Be scheduled off the service book by the Service Desk Coordinator.
 - c. Pay for all services.

Personal services must be rescheduled when the student is scheduled to take a guest. Students must re-schedule their personal service and complete the service appointment assigned to them. Personal services are considered rewards and scheduled for students who are up to date with all projects, tests and worksheets. School assignments and successful learning are the priority.

Communication Guidelines and Professional Conduct

- ① Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic floor area.
- ② Only emergency calls are permitted on the business phone. Our telephone is for business purposes only. It is a vital link in our ability to conduct business. Emergency calls will be handled with extreme importance and the student will be called to the phone.
- ③ Students are not permitted to have pagers or cellular phones in the classroom or on the clinic floor. They should be used on personal time only.
- ④ Students may not visit with another student who is servicing a guest.
- ⑤ Students may not gather around the reception desk, the reception area, or the offices.
- ⑥ Food and drinks are allowed only in the break room.
- ⑦ Smoking is not permitted on or near school grounds.
- ⑧ Stealing or taking school property or another's personal property is unacceptable.

Learning Participation Guidelines

- ❶ Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable.
- ❷ Students will be expected to maintain an average of 75% on all theory tests and assignments.
- ❸ Students must take all service appointments assigned to them. This includes last-minute walk-ins.
- ❹ Students may not be released from required theory class to take a client.
- ❺ Only service desk personnel may schedule or change client service appointments.
- ❻ All services must be checked and the service ticket initialed by a Learning Leader.
- ❼ Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- ❽ Students will receive clock hours during the times they fully participate in their learning experience.
- ❾ When students are not scheduled with service appointments or are not scheduled to attend theory or a specialty class, they may focus on the following:
 - a. Completion of clinic classroom worksheets using doll heads
 - b. Completion of theory review worksheets
 - c. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
- ❿ Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- ⓫ 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.
- ⓬ 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. Rudy & Kelly Academy, a Paul Mitchell Partner School is not responsible for any lost or stolen articles.
- ⓭ Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- ⓮ Lockers will be assigned during orientation. Deposit cost for lockers and any assigned reading materials will be given upon registration as costs may vary from time to time. Assigned lockers may not be traded or changed unless approved by school administration. *See Locker Policy.*
- ⓯ If a student fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and re-start in the next class start date.
- ⓰ Theory: Students will not be allowed in Theory once the doors are closed. The student will not receive theory credit 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.

COACHING AND CORRECTIVE ACTION

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

The following actions may be inspected for noncompliance:

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

Corrective Action Steps

Once a student has received five (5) coaching sessions, the student may be suspended from school for five (5) days. Suspended students may only be readmitted to school upon meeting the administrative requirements and paying the administrative suspension fee of \$150.00. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student's attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/or immoral conduct. Refer to the school Future Professional Advisory form.

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

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

LATE PAYMENTS

If a student fails to make a scheduled tuition payment, the student may receive a coaching session on the Future Professional Advisory Form. If a student consistently fails to make scheduled payments, the student may be terminated from the program.

LOCKER POLICY

Purpose — Rudy & Kelly Academy, a Paul Mitchell The School, makes lockers available to students to facilitate the daily storage of their learning materials and items related to their studies. Rudy & Kelly Academy manages lockers to ensure responsible use of property and for the health and safety of individuals.

Agreement — Rudy & Kelly Academy, a Paul Mitchell The School, establishes rules, guidelines and procedures to ensure responsible use and to control the contents of its lockers. By utilizing Rudy & Kelly Academy's lockers, students acknowledge and agree that locker use is a privilege and subject to immediate termination without notice and to such rules, guidelines and procedures established by Rudy & Kelly Academy from time to time, at its discretion.

Guidelines

- ❶ Lockers will be issued to all students during Core. A locker number will be provided during Core. Assigned lockers may not be traded or changed unless approved by the school's administration.
- ❷ Locker assignments are valid from the beginning of enrollment until the day of graduation or withdrawal. At that time, all locker contents must be removed. After that time, any lockers that have not yet been vacated will be emptied, and the contents stored for 60 days, at which time they become the property of the school.
- ❸ Lockers are for individual use only and are not to be shared. Locker content is the sole responsibility of the registered occupant of the locker. To reduce the risk of theft, students are encouraged to keep their lockers locked. Students should not store money, wallets, jewelry, credit or debit cards, or any other personal item of high value.
- ❹ Rudy & Kelly Academy is not in any way responsible for a locker's contents or liable for the loss of or damage to items stored in lockers. Students are required to maintain their locker's interior and exterior in a clean, neat and undamaged condition. Marking, defacing or graffiti on lockers is not acceptable.
- ❺ No person shall store in a locker: weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by Rudy & Kelly Academy to be harmful, offensive or inappropriate.
- ❻ Rudy & Kelly Academy may in its sole discretion carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when Rudy & Kelly Academy will exercise its discretion without notice:
 - a. Locker abandonment.
 - b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
 - c. At the request of or generally in cooperation with law enforcement authorities.
 - d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
 - e. Risk to the general good of the school.
 - f. Risk to the general good of the student or student population.
 - g. Unregistered locker.
 - h. Physical damage to or defacing of the locker.
 - i. Odors (spoiled/rancid food, garbage or smelly contents).
 - j. Locker maintenance.
- ❼ Rudy & Kelly Academy works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, brief cases, containers, jackets and winter coats.

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 Rudy & Kelly Academy, a Paul Mitchell Partner School 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. Rudy & Kelly Academy, a Paul Mitchell Partner School 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 Rudy & Kelly Academy, a Paul Mitchell Partner School. This applies to all students and applicants for admission to The School. Rudy & Kelly Academy, a Paul Mitchell Partner School 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 Rudy & Kelly Academy, a Paul Mitchell Partner School to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at Rudy & Kelly Academy, a Paul Mitchell Partner School's Campus is: Courtney Carver, ADA Compliance Coordinator; 1920 Centerville Turnpike, Suite 114, Virginia Beach, VA 23464; (757) 473-9797; courtney@rkacademy.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. The documentation submitted must be within the last 12 months, if older than 12 months the student must provide current documentation from the appropriate professional.

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 Rudy & Kelly Academy, a Paul Mitchell Partner School 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 and the School Director 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 and the School Director 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 accommodations 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 and the School Director 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 and/or the School Director or owner 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 Joyce Worrall, Owner; 1920 Centerville Turnpike, Suite 114, Virginia Beach, VA 23464; (757) 473-9797; joycew@rkacademy.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 Owner 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 Owner 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 Owner will determine whether the accommodation is being fully implemented, and if it is not, ensure that the accommodation is implemented. The Owner 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

Rudy & Kelly Academy, a Paul Mitchell Partner School 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 Joyce Worrall, Owner; 1920 Centerville Turnpike, Suite 114, Virginia Beach, VA 23464; (757) 473-9797; joycew@rkacademy.com.

Investigation of the Complaint — When the Owner/Director receives a written complaint, the Owner/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 Owner/Director will discuss the allegations in the complaint with the student, and obtain any needed additional information from the student. The Owner/Director will obtain from the student the names of any persons the student believes will have relevant information. The Owner/Director will gather all information necessary to determine what took place. To do so, the Owner/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 Owner/Director will interview persons that the student stated may have relevant information. The Owner/Director will gather any relevant documents such as emails, student work or instructor's records. During the investigation, the Owner/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 Owner/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 Owner/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 Owner/Director at the conclusion of the investigation, and the reasons the Owner/Director reached that determination. If the Owner/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 Owner/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 Joyce Worrall; Owner; 1920 Centerville Turnpike, Suite 114, Virginia Beach, VA 23464; (757) 473-9797; joycew@rkacademy.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 Owner/Director.

The Owner will review all the information provided by the student in the appeal, the decision by the Owner/Director, the interview records made by the Owner/Director and the documents gathered by the Owner/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.

U.S. Department of Education

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

The OCR National Headquarters is located at:

**U.S. Department of Education, Office for Civil Rights
Lyndon Baines Johnson Department of Education Bldg.
400 Maryland Avenue, SW
Washington, DC 20202-1100**

Telephone: (800) 421-3481

FAX: (202) 453-6012; TDD: (877) 521-2172

Email: OCR@ed.gov

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>, or call the telephone number above.

GRIEVANCE POLICY

In the event a student has a concern or grievance that cannot be resolved with the student's immediate Learning Leader or Education Leader, the student must file the concern in written form. The complaint will then be referred to the school's Management Team, which consists of the director, the school owners, sales leader, and Future Professional Advisor. The team will receive and attempt to resolve each complaint or concern within 21 days of receiving the written complaint. If more information is needed, a letter requesting the additional information will be sent to the student. If no further information is needed, the team will determine a resolution and notify the student in writing within 15 calendar days of the steps taken to correct the concern or an explanation as to why no action was required. Rudy & Kelly Academy, a Paul Mitchell Partner School will maintain records of the complaint and response in accordance with the published record retention policy. Students will not be subject to adverse actions by any school official as a result of initiating a complaint.

Students should follow the above process; however, the student may, at any time, file a complaint with the State Council of Higher Education for Virginia, NACCAS the school's accrediting agency, or the U.S. Department of Education. The Student should submit written complaint to:

State Council of Higher Education for Virginia (SCHEV) Private and Out-of-State Postsecondary Education (POPE)

James Monroe Building
101 N. 14th Street, 9th Floor
Richmond, VA 23219
Phone: (804) 225-2600
Fax: (804) 225-2604

Students will not be subject to retribution upon filing a complaint.

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.

STUDENT CONSUMER INFORMATION

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

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

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

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

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

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

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

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

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

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

SEXUAL HARASSMENT POLICY

Rudy & Kelly Academy, a Paul Mitchell Partner School is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from sexual harassment. This policy covers anyone who engages in sexual harassment on school property or at school activities.

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

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

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

Sexual harassment may include but is not limited to:

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

If, after the investigation, a person is deemed to have engaged in sexual harassment, this will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone else engaging in sexual harassment on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

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

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

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

HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY

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

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

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

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

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

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

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

COPYRIGHT MATERIAL POLICY FOR RUDY & KELLY ACADEMY

All material in this program is, unless otherwise stated, the property of Rudy & Kelly Academy, a Paul Mitchell Partner School. Reproduction or retransmission of the materials, in whole or in part, in any manner, without the prior written consent of the copyright holder, is a violation of copyright law.

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

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

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

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

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

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

SOCIAL NETWORKING POLICY

Rudy & Kelly Academy, a Paul Mitchell Partner School respects the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications which include, but are not limited to, written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, news groups, e-mail distribution, blog postings, and or social networking sites (such as Facebook, Instagram, Twitter, You Tube, SnapChat, etc.) . Students are personally responsible for the content they publish on social networking sites. Students are expected to treat each other with fairness and respect, consistent with the Rudy & Kelly Academy, a Paul Mitchell Partner School's culture.

Rudy & Kelly Academy, a Paul Mitchell Partner School does not permit ethnic slurs, personal insults, obscenity, and intimidation, cyber bullying or engaging in conduct that would be unbecoming of a Rudy & Kelly Academy Future Professional and misrepresent Paul Mitchell culture. Rudy & Kelly Academy, a Paul Mitchell Partner School reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate.

REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

Rudy and Kelly Academy is licensed under the Virginia Board of Barber & Cosmetology Regulations. The Virginia State statute title 54.1, Chapter 12. The license is issued by:

Department of Professional & Occupational Regulation

Perimeter Center, Suite 400
9960 Mayland Drive, Richmond, VA 23233
Phone: (804) 367-8500

It is our desire that every student will be familiar with the regulations and will have an opportunity to review them in a classroom situation. A copy of the Virginia State Regulations is issued with our orientation information. Any state rule or regulation changes will be issued in writing.

State Council of Higher Education for Virginia (SCHEV) Private and Out-of-State Postsecondary Education (POPE)*

James Monroe Building
101 N. 14th Street, 9th Floor
Richmond, VA 23219
Phone: (804) 225-2600
Fax: (804) 225-2604

**The school is certified to operate by the State Council of Higher Education for Virginia (SCHEV).*



State Council of
Higher Education for Virginia

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.

STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

Rudy and Kelly Academy is committed to providing a work and school environment free of unlawful harassment or discrimination. In furtherance of this commitment, all students are required to take our mandatory Sexual Harassment and Prevention Training upon starting in school. Employees are required to take the training on an annual basis. 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, Rudy and Kelly Academy prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and Rudy and Kelly Academy has jurisdiction over Title IX complaints.

Rudy and Kelly Academy's anti-harassment policy applies to all persons involved in the operation of Rudy and Kelly Academy, and prohibits unlawful harassment by any employee of Rudy and Kelly Academy, as well as students, customers, third parties, vendors or anyone who does business with Rudy and Kelly Academy. 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 Rudy and Kelly Academy does business engages in unlawful harassment or discrimination, Rudy and Kelly Academy 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, Rudy and Kelly Academy, 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 Rudy and Kelly Academy's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to Rudy and Kelly Academy community through publications, Rudy and Kelly Academy website, new employee orientations, student orientations, and other appropriate channels of communication. Rudy and Kelly Academy will provide training to key staff members to enable Rudy and Kelly Academy to handle any allegations of discrimination and harassment, including sexual harassment or sexual violence, promptly and effectively. Rudy and Kelly Academy 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 Rudy and Kelly Academy 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, color or any other legally protected basis if:

- ❶ submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment;
- ❷ 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
- ❸ 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, sex 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, Rudy and Kelly Academy 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 Rudy and Kelly Academy 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 Rudy and Kelly Academy 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 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the school receives notice, the school will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. 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: Joyce Worrall- Director 1920 Centerville Turnpike Virginia Beach, VA 23464 joycew@rkacademy.com 757-473-9797 | School Owner: <i>(for complaints involving employees)</i> Rudy Russo 1920 Centerville Turnpike Virginia Beach, VA 23464 rudy@rkacademy.com 757-473-9797 |
|--|---|

Rudy and Kelly Academy 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 Rudy and Kelly Academy's grievance procedures operate. Because complaints can also be filed with the School Owner, these employees also receive training on Rudy and Kelly Academy's grievance procedures.

Investigation of Complaints

In response to all complaints, Rudy and Kelly Academy 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, Rudy and Kelly Academy 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, Rudy and Kelly Academy will inform the complainant that its ability to respond may be limited.

The preponderance of the evidence standard will apply to investigations, meaning Rudy and Kelly Academy 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 within 60 days of receipt of complaint. Written notice will include:

- ① Whether Rudy and Kelly Academy found that the alleged conduct occurred, and whether it constituted discrimination.
- ② Any individual remedies offered or provided to the complainant or any sanctions imposed on the respondent that directly relate to the complainant. The respondent's version will not include individual remedies offered or provided to the complainant unless the remedy directly involves the respondent.
- ③ Any other steps Rudy and Kelly Academy took to eliminate the hostile environment, if Rudy and Kelly Academy found one to exist, and prevent recurrence.

During the investigation, Rudy and Kelly Academy will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved. Examples of temporary and permanent measures to protect the complainant as necessary are:

- ① No contact order
- ② Change academic situations as appropriate with minimum burden on the complainant
- ③ Counseling
- ④ Health and mental services
- ⑤ Escort services
- ⑥ Academic support
- ⑦ Retake a program or withdraw without penalty

If Rudy and Kelly Academy determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and Rudy and Kelly Academy will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by Rudy and Kelly Academy 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 Rudy and Kelly Academy's disciplinary process. To the extent that an employee or contract worker is not satisfied with Rudy and Kelly Academy's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

Rudy and Kelly Academy should make appropriate referrals to law enforcement. Rudy and Kelly Academy will also notify complainants of the right to proceed with a criminal investigation and a Title IX complaint simultaneously.

Rudy and Kelly Academy will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

Retaliation Prohibited

Rudy and Kelly Academy 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. Rudy and Kelly Academy 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. Rudy and Kelly Academy reserves the right to notify parents/guardians of dependent students regarding any health or safety risk, or a change in student status.

Additional Information

Rudy and Kelly Academy does not allow conflicts of interest (real or perceived) by those handling the procedures. The school does maintain all documentation of any proceeding. The school will inform the students at regular intervals of the status of the investigation. The school will disallow evidence of past relationships.

Employees should contact Rudy and Kelly Academy 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 discrimination, including 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/>.

SCHOOL ADMINISTRATION AS OF OCTOBER 2018

Owners: The institution is owned by RAMJ, LLC., with owners of RAMJ, LLC being Michael R. Russo, Joyce C. Worrall, and Rudolph R. Russo.

Director: Joyce Worrall

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