

# Table of Contents

## Contents

APPROVAL DISCLOSURE STATEMENT ..... 1  
 INSTITUTE LOCATION ..... 2  
 CAMPUS SECURITY ..... 2  
 FACULTY INFORMATION ..... 3  
 EDUCATIONAL OBJECTIVES/MISSION STATEMENT ..... 3  
 NON-DISCRIMINATION AND TITLE IX POLICY ..... 3  
 STUDENTS WITH DISABILITIES ..... 3  
 RECORD RETENTION ..... 3  
 INSTRUCTIONAL LANGUAGE ..... 4  
 STUDENT ADVISORY SERVICES ..... 4  
 RECORD KEEPING ..... 4  
 STUDENT RECORDS POLICY / PRIVACY / RELEASE OF INFORMATION (FERPA) ..... 4  
 COMPLAINT/GRIEVANCE PROCEDURE ..... 4  
 REQUIREMENTS FOR ADMISSION ..... 4  
 VERIFICATION OF HIGH SCHOOL DIPLOMA ..... 5  
 CREDIT FOR PREVIOUS TRAINING ..... 5  
 NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION ..... 5  
 REINSTATEMENT/RE-ENROLLMENT POLICY ..... 5  
 DIPLOMAS AND CERTIFICATES ..... 6  
 REQUIREMENTS FOR STATE EXAMINATION ..... 6  
 COST OF STATE EXAMINATION / LICENSE ..... 6  
 INSTRUCTIONAL SCHEDULES ..... 6  
 RULES AND REGULATIONS/GENERAL ..... 6  
 PHASE DESCRIPTIONS - Rules and Regulations... 7  
 NON-DISPARAGEMENT POLICY – Positive Representation of the Institute ..... 7  
 ABSENCE POLICY ... Error! Bookmark not defined.  
 LEAVING EARLY .... Error! Bookmark not defined.  
 STUDENT LOCKERS AND PERSONAL ITEMS POLICY ..... 8  
 INSTITUTE UNIFORM ..... 8  
 STUDENT PHOTO RELEASE ..... 9  
 GRADING METHODS AND REPORTS ..... 9

CAREER OPPORTUNITIES ..... 9  
 PLACEMENT ASSISTANCE ..... 9  
 ALUMNI ASSOCIATION ..... 9  
 TUITION AND FEES ..... 10  
 ADDITIONAL INFORMATION ..... 10  
 SATISFACTORY ACADEMIC PROGRESS POLICY ..... 12  
 ATTENDANCE POLICY/PROGRESS EVALUATIONS ..... 12  
 MAXIMUM TIME FRAME ..... 12  
 MAXIMUM TIME ALLOWED ..... 12  
 OVERTIME CHARGES ..... 12  
 ACADEMIC PROGRESS EVALUATIONS ..... 13  
 DETERMINATION OF PROGRESS STATUS ..... 13  
 WARNING ..... 13  
 PROBATION ..... 13  
 RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS ..... 14  
 INTERRUPTIONS, COURSE INCOMPLETES, WITHDRAWALS ..... 14  
 APPEAL PROCEDURE ..... 14  
 NONCREDIT, REMEDIAL COURSES, REPETITIONS ..... 14  
 TRANSFER HOURS ..... 14  
 MANDATED HOURS OF ATTENDANCE POLICY ..... 14  
 FEDERAL STUDENT AID APPLICATION AND AWARDING PROCESS ..... 18  
 THEORY GUIDELINES ..... 32  
 SANITATION ..... 32  
 LEAVE OF ABSENCE POLICY ..... 32  
 DROP-OUT POLICY ..... 33  
 RENROLLMENT POLICY ..... 33  
 CLASS START DATES ..... 33  
 COSMETOLOGY ..... 34  
 HAIR DESIGN ..... 34  
 ESTHETICIAN ..... 35  
 NAIL TECHNOLOGY ..... 35  
 PROVISIONAL INSTRUCTOR ..... 36  
 ADMINISTRATIVE STAFF AND FACULTY ..... 36  
 PROGRAM COST BREAKDOWN ..... 36

Revised 6/10/2023

Nevada State Board of Cosmetology  
 740 Del Monte Lane Suite 12

Reno, NV 89511  
 Phone (775)688-1442

*Owners*  
 Jonathan and Janet Rodriguez

## APPROVAL DISCLOSURE STATEMENT

*AM Beauty Institute*, 2186 Idaho Street, Elko, NV 89801. 775-778-1862  
 A private, unaccredited institution

Cosmetology 1600 hours  
Hair Design 1000 hours  
Esthetician 600 hours  
Nail Technology 600 hours  
Provisional Instructor 500 hours

This institution and its operation comply with the minimum standards established under the law for occupational instruction by private postsecondary educational institutions. Nevada Regulatory Statute requires that a student who successfully completes a course of study be awarded an appropriate diploma or certificate verifying the fact. Prospective enrollees are encouraged to visit the physical facility of the Institute and discuss personal, educational, and occupational plans with Institute personnel prior to enrolling or signing enrollment agreements. The Institute has available, sponsored programs, to provide grants or to pay for portions of tuition and fees. Please see the financing information pages in this catalog for more details. The Nevada State Board of Cosmetology sets minimum standards for the programs of study. The minimum number of class hours and the total class hours for each program must be met to qualify the student for licensure. Persons seeking to resolve problems or complaints should first contact the instructor in charge. If matter is not yet resolved, then issue will be escalated to Dean or Head administrator.

### **Approval to Operate**

AM Beauty Institute is approved to operate as a postsecondary institution in the State of Nevada by the Nevada State Board of Cosmetology. Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution, may be directed to:

### **Nevada State Board of Cosmetology**

4600 Kietzke Lane, Suite O262  
Reno, NV 89502  
Phone (775) 688-1442

As a new student, you are encouraged to review this catalog. It is the mutual goal of the Nevada State Board of Cosmetology and its certified institutions to provide quality educational training and programs. When problems arise, students should make every attempt to find a fair and reasonable solution by working with their institution to resolve the issues. If further attention is needed beyond the institution level, please contact the Nevada State Board of Cosmetology. The complaint procedure and form are located at the following website: <http://cosmetology.nv.gov/Home/>. A student or any member of the public may file a complaint about this institution with the Nevada State Board of Cosmetology by calling (775)688-1442. AM Beauty Institute has never filed for bankruptcy petition, operated as a debtor in possession or had a petition of bankruptcy filed against them under Federal law.

### **INSTITUTE LOCATION**

**AM Beauty Institute**– 2186 Idaho Street Elko, NV 89801 775-778-1862

The campus is located in the East End Mall right off the I-80 Freeway. The space provides a professional and unique educational design. The facility offers 4545+ square feet with classrooms, student salon, dispensary, and administrative offices. Institute will operate from 8:30am to 5:00pm Tuesday through Saturday. The Institute meets the equipment guidelines set forth by the Nevada State Board of Cosmetology.

### **CAMPUS SECURITY**

Any person witnessing some form of criminal action or other emergency should report it to the instructor at the Institute. The Dean will be notified and investigate the incident and report it to the local Police Department if

appropriate. All facilities are locked during non-business hours. During these hours, only authorized personnel are permitted on the premises. The receptionist, Dean, or instructor will unlock the premises and terminate the alarm each morning. The alarm system is a motion and infra-red security system. If the system is activated, the police are summoned automatically. The Institute does not employ any private security personnel. All incidents of criminal or emergency nature are reported to the local Police Department. During orientation, theory, and staff meetings, students and employees are informed about the importance of secure premises. Students and employees are encouraged to group together when walking to their cars or bus. Parking is at your own risk in the parking lot. Staff is also reminded that they can assist in crime prevention by ensuring that all doors and windows are closed and locked. Also, they must report any suspicious situation to the supervisor. The Institute does not recognize any off-campus student organizations. The sale or use of alcohol and illegal drugs are not permitted at the school or its adjacent parking facilities. Anyone observed using illegal drugs and any underage alcoholic consumption should be reported to the Dean and will be referred to local police authorities.

## **FACULTY INFORMATION**

### ***Instructor qualifications***

The Institute's cosmetology educators are licensed by the Nevada State Board of Cosmetology. The instructional staff members meet all requirements of Nevada state law. To become a Cosmetology educator in Nevada, a licensed cosmetologist must first attend an instructor training course. If a cosmetologist is licensed for more than one year, 500 hours of training is required and if less than one, 700 hours of training is required. Upon completion of training a written examination is administered by the Nevada State Board of Cosmetology. A score of 75% is required for licensure as an instructor in the State of Nevada.

## **EDUCATIONAL OBJECTIVES/MISSION STATEMENT**

The mission of AM Beauty Institute, which is a post-secondary educator, is to bring quality education in the realm of esthetics, cosmetology, hair design, nail technology, or instructing to the rural town of Elko and surrounding areas to help local individuals flourish within the familiar surroundings of what they call home. Students will be equipped with the knowledge and hands on skills to successfully pass the Nevada State Board of cosmetology written and practical examination. Students will be taught the most current techniques in their field of study and make themselves successfully employable in the beauty industry.

### ***GENERAL INFORMATION***

#### **NON-DISCRIMINATION AND TITLE IX POLICY**

This institution, in its admission, instruction and graduation policies, does not discriminate on the basis of race, creed, color, religion, sex, sexual orientation, gender identity, disability, age, marital status, national origin, ethnic origin, disabled veteran, or on any other basis prohibited by federal or state law, in employment or in its education programs or activities.

#### **STUDENTS WITH DISABILITIES**

The Institute does not discriminate on the basis of disability in admission or access to its programs, services, or activities of individuals who meet essential eligibility requirements. The Institute will provide reasonable accommodations for documented disabilities of individuals who are eligible to receive or participate in Institute programs, services, or activities. If you require accommodations, please contact the Dean in order to create an academic plan to meet your needs.

#### **RECORD RETENTION**

The institution maintains current records for a period of not less than six years at its principle place of business within the state of Nevada. Transcripts are maintained indefinitely.

## **INSTRUCTIONAL LANGUAGE**

The Institute is an English-speaking facility, and all instruction is conducted in the English language. The Institute does not offer English as a second language instruction. There is no level of English language proficiency required.

## **STUDENT ADVISORY SERVICES**

The Institute maintains an advisory service. It is recommended that any student who needs personal or educational advice, make an appointment with the Institute Dean. No dormitories are available

## **RECORD KEEPING**

Student practice and theory hours are recorded daily on pin verified record keeping technology. These records are reviewed and signed by an instructor. Roll call is taken daily in the classrooms at the scheduled starting time. Cumulative attendance hours are available for students to check weekly, if there is a discrepancy it must be brought to the attention of the registrar within 5 school days. Students receive progress reports that must be signed and kept in their file.

## **STUDENT RECORDS POLICY / PRIVACY / RELEASE OF INFORMATION (FERPA)**

The Institute complies with the Family Educational Rights and Privacy Act (FERPA) in regard to release of student information. Students (and/or authorized parent or guardian) have the right to view their file by setting up an appointment with the administrative office. Any information pertaining to a student's Institute record will only be released upon written instructions and/or permission of the student (or parent or guardian if the student is a dependent minor). In all cases, when any record is being reviewed, a designated Institute representative will be present. The policy requires written consent for each request from third parties. The Institute does not release any information known as Directory Information. The Institute provides access to student and other school records to its accrediting agency (NACCAS).

## **COMPLAINT/GRIEVANCE PROCEDURE**

It is the mutual goal of the Nevada State Board of Cosmetology and its certified institutions to provide quality educational training and programs. When problems arise, students should make every attempt to find a fair and reasonable solution by working with their institution to resolve the issues. If further attention is needed beyond the institution level, please contact the Nevada State Board of Cosmetology. The complaint procedure and form are located at the following website: <http://cosmetology.nv.gov/Home/>. Persons seeking to file a complaint are advised to follow the procedure below:

1. Complainant must submit their concern to the Institute Dean in writing.
2. The written complaint should outline the specifics of the complaint, as well as the requested action the student feels would rectify the situation. All written complaints are responded to within 10 days.
3. In the event that the complainant is not satisfied with the outcome of the above proceedings, they may pursue the matter further by contacting: <http://cosmetology.nv.gov/Home/>

The complaint must be stated in writing. A complaint form may be made available through the above agencies and will be filed in the students file who made the complaint.

## **REQUIREMENTS FOR ADMISSION**

Only students 16 years of age holding High School Diplomas, General Education Diploma (GED) Certificates, or equivalent will be admitted. *Students must have attained the age of 17 before applying to take the Nevada State Board of Cosmetology Examination.* All prospective students are encouraged to participate in a shadow day to gain more insight into the program they are considering. Please ask the Dean about the details of this opportunity. To be admitted into the provisional instructor program the student must have a current license in the field of the desired instructing license and have state board approval.

## **VERIFICATION OF HIGH SCHOOL DIPLOMA**

The Institute will verify the authenticity of the high school diploma prior to enrollment. If the diploma cannot be verified, the student may be asked to provide a final high school transcript showing the dates of entrance and graduation. If a transcript is not available, the student will be required to take and pass a GED test prior to enrollment. Any Foreign diploma must be translated into English and certified as academically equivalent to a U.S. High School Diploma by a qualified outside agency.

## **CREDIT FOR PREVIOUS TRAINING**

Acceptance of hours from other approved schools and institutions is at the sole discretion of AM Beauty Institute. Students who have had prior training must furnish proof of the number of hours of training, from the Nevada State Board of Cosmetology to the Institute. Transfer hours from another institution that are accepted toward the student's educational program are counted as both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. This institution will conduct an evaluation of all previous education and training, grant credit when appropriate, reduce the length of the program proportionately and keep records of this process in the students' file. The Institute only accepts transfer students under certain conditions. Students who discontinue their training program are eligible to transfer allowable hours per state law, providing certain Institute obligations have been satisfied. AM Beauty Institute does not award credit for prior work/life experience. Within 30 days after enrollment of a transfer student, the Institute shall obtain verification of the student's prior course of training including subjects, the number of hours, and practice services completed by the student, on a form approved and provided by the State Board. The Institute shall determine the subjects, hours and practice services of the transfer student's prior course of training which conforms to the curriculum requirements of the Nevada State Board of Cosmetology.

## **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION**

The transferability of credits you earn at AM Beauty Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma or certificate you earn in any program at AM Beauty Institute is also at the complete discretion of the institution to which you may seek to transfer. If the diploma or certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution.

## **REINSTATEMENT/RE-ENROLLMENT POLICY**

It is the policy of this institution that all students whether on any funding program or not, who withdraws from the institution, or is terminated, and is or is not making satisfactory progress at the time of withdrawal, may be able to re-enroll at a later time. Please refer to the Re-enrollment Policy in this catalog.

## **GRADUATION REQUIREMENTS**

Students are eligible for graduation, providing they maintain a satisfactory grade in theory and clinical classes, have completed all assigned projects, and have paid their tuition in full or have entered into a payment plan agreement for payment of tuition.

In the event of early graduation, students with a financial aid package that complete their program of study earlier than the estimated time frame stated in the contract may have their financial aid package recalculated which may result in liabilities owed by the student and/or the institution, if applicable. They must also have been in attendance for the required amount of clock hours as set forth in the course of instruction.

## **DIPLOMAS AND CERTIFICATES**

Students are issued a Diploma upon completion of programs leading to State licensing, or a Certificate, upon completion of programs that does not lead to licensure, evidencing graduation and satisfactory completion of the required clock hours. The student must have attained a satisfactory grade in all subjects covered, met the attendance requirements, and satisfied all financial obligations. Proof of training and academic transcripts will be released to appropriate licensing and certification agencies upon completion of the program. There is a \$5 fee for each request for a duplicate diploma.

## **REQUIREMENTS FOR STATE EXAMINATION**

In order to receive compensation for cosmetology, nail technology or esthetic services provided, individuals must be licensed by the Nevada State Board of Cosmetology. Each exam applicant must have a current driver's license or State I.D. and Social Security number. Exam candidates must be seventeen years of age and have completed 10<sup>th</sup> Grade, High School, or equivalent thereof. Proof of training will be released to the appropriate licensing and certification agencies upon completion of the program when all academic and financial requirements have been met. State Board Practical Exam will take place at the Institute before graduation or for a scheduled time after graduation. Instructor will help guide student in preparing testing tote and a requirement list will be provided. The school will provide the product, supplies, and all needed items for tote. Testing will be scheduled through your instructor and can take place in the last 100 hours for Cosmetology, and the last 50 hours for Nail Technology and Esthetician programs. Mock practical examination will take place at instructor's discretion for preparation.

## **COST OF STATE EXAMINATION / LICENSE**

Each exam cost varies. Check with the Institute office for current costs. Graduates must pass a related examination in order to be issued a license in their field of study. Students must pay their own traveling expenses and furnish their own model where required. Nevada State Board of Cosmetology examinations are conducted at locations designated by the Nevada State Board of Cosmetology. The testing location will be provided to each candidate by the State Board Office upon application for their licensing exam.

## **INSTRUCTIONAL SCHEDULES**

The Institute offers a **full-time** day schedule as follows:

Tuesday through Saturday 8:30am–5:00pm (40-hour week).

Each student has a 30-minute lunch break when schedule exceeds 6 hours.

The Institute does offer part-time schedule at this time but plans to in the future.

## **RULES AND REGULATIONS/GENERAL**

1. You are a student attending the Institute. You are not considered an employee of the Institute.
2. Professional conduct is the only level of conduct we expect from our students. The student is required to treat clients, instructors and fellow students with professional courtesy and awareness.
3. The Institute is closed on the following holidays:  
New Year's Day; Memorial Day; Fourth of July; Labor Day; NV Day;  
Thanksgiving Weekend; Christmas Week
4. Makeup work will be assigned by way of oral, written, or practical assignment, depending on the judgment of the instructor as to which type of assignment would best benefit the student. Students may have to complete more than one assignment to meet their requirements.
5. No unauthorized use of recording devices is permitted. No audio or video recordings may be made without the expressed permission of the Dean.
6. Food and beverages are not permitted on the clinic floors or in classrooms.
7. No smoking will be allowed in the buildings at any time. Smoking is permitted in designated areas only. Policy is for the health and safety of all students and staff. Smoking is not allowed within 20 feet of a building entrance or in front of any of our fellow businesses. Your cooperation is required.

8. The Institute does not tolerate any unprofessional behavior. Such behavior includes lack of professional demeanor; stealing; willful destruction of Institute property; refusal of clinic work; disobedience or disrespect towards clients, another student, an administrator, faculty or staff member; unethical conduct in regard to cheating, plagiarism, copyright infringement, falsification or misrepresentation of material information in any records, financial documents or sign-in sheets, whether inadvertent or deliberate.
9. The Institute has Emergency Response and Evacuation Procedures in place. Evacuation routes are posted throughout the facility.
10. The Institute does not require vaccinations.
11. **The Institute has a Zero Tolerance Policy regarding activities creating a safety hazard to other persons at the Institute including, but not limited to, bullying, cyber-bullying, verbal abuse, sexual harassment, threats of violence, possession and/or use of drugs, alcohol or weapons, including mace or pepper spray, on Institute premises or at Institute-related events.**
12. Information regarding drug and alcohol abuse prevention is presented to students and staff annually.
13. Detailed procedures and optional best practices are outlined in the Institute's Guidelines for Success and other documents issued to the student prior to the start of class.
14. Sanitation is a requirement and must be completed daily. (Students will receive sanitation assignments daily, the list includes however not limited to cleanliness of classrooms, breakroom, dispensary, mopping, bathrooms, and essential sanitation.)
15. Fingernails will remain groomed and clean. Under the free edge is the perfect environment for bacterial growth. Estheticians are not allowed to have fingernails that extend past 1/64" from the nail bed.
16. Violation of rules and regulations can result in probation, suspension, or termination/expulsion at the instructors and dean discretion.

## **PHASE DESCRIPTIONS - Rules and Regulations**

### **All Students –**

- Students are not allowed to swap appointments at any point. If a conflict arises, an instructor needs to be notified so that accommodations can be made.
- Student-to-student services need to be approved by instructor to assure proper accommodation for walk-in clients
- All family and friends need to be approved by instructor so that proper scheduling can occur
- Students cannot refuse client or assigned services. If they do, they are to be immediately sent home and possible suspension can occur with discretion from the instructor and Dean.

### **Phase 1**

1. Students are not allowed on the clinic floor during clinic floor hours.
2. Students can work on other Phase 1 students at the instructors' discretion.
3. Students may only work on Phase 2 & 3 students with written permission from instructors.

### **Phase 2**

1. Students are not permitted in phase 1 classrooms after they have completed their theory.
2. Students may not change the schedule without the permission of the floor instructor.
3. Students may not refuse client services.
4. If the Student has a client that wants to schedule with them, they must call the school, and have it put on the schedule. If a student already has a client scheduled, then that client takes precedence. Exceptions can be made at the floor instructors' discretion.

## **NON-DISPARAGEMENT POLICY – Positive Representation of the Institute**

Students of the Institute acknowledge and agree that Disparagement refers to negative remarks about the Institute,

its students, employees, and associates, which are made maliciously and/or recklessly about those individuals and/or entities. The availability of social media (Facebook, YouTube, Twitter, Instagram, etc.) carries the responsibility to use these forms of communication with integrity in networking for employment and/or social interaction; therefore, students shall refrain from making any public statement or statements, through social media or otherwise, about the Institute and/or other students, former students, instructors, or employees and staff members of the Institute. Violation or non-compliance with this policy will result in disciplinary action, up to and including immediate termination from the Institute.

### **TARDINESS/ABSENCE/LEAVING EARLY POLICY**

Each student is important to AM Beauty Institute. Regular attendance is essential to the successful performance of each of our programs and is especially important in the development of our future leaders in the Beauty and Wellness industry. Tardiness and absences are considered unexcused time, as it is deemed unprofessional behavior. All tardy/absence hours are calculated into the total allowable absence hours. All students are expected to be in their appropriate roll-call room, clocked in and ready to study at their regular starting time and remain in the classrooms and/or on the campus until their regular scheduled quitting time, except when clocked out for lunch break. Students not physically present in class, per their class start time, are considered tardy. Student not physically present in class at all are considered absent. Students not physically present until the end of the scheduled school day are said to have unauthorized early out. If a student is clocked in and cannot be found on the campus by the instructor during a period of time, they will not get credit for any hours on that day. Student attendance is monitored closely so that students maintain satisfactory progress. Failure to maintain the assigned class schedule may cause a student to be dropped from the program. Students should notify their instructor by calling the Institute before the scheduled start time of their class if they are going to be late for school/absent/leaving early. Students should provide their full name and the instructor's name (to notify them). All students need to fill out and submit a Request Time-Off form at least a week ahead of said conflict whenever possible. When a student shows up late for school, they cannot clock in until 12:00 pm (as it is a distraction to the class) and must do the required hour of supervised theory before going onto the clinic floor. Excessive tardiness/absence/leaving early is 3 or more in a 30-day period. If a student exceeds the excessive tardy/absence standard, they will be dropped from program and allowed to re-enroll at a later date. LOAs will not be considered for this time. Incidence schedule is a verbal warning on the first offense, a written warning on their second offense, [and meeting with Dean](#) upon their third offense.

**Nails Technology and Esthetics programs allow 3 instances of diversions from normal school schedule. On the fourth, student will be dropped from corresponding program.**

**Cosmetology and Hair Design Programs allow up to 5 instances of diversion from normal school schedule. On the sixth, student will be dropped from corresponding program.**

### **STUDENT LOCKERS AND PERSONAL ITEMS POLICY**

Students are responsible for their own personal property. The Institute is not responsible for loss or theft of personal items. All articles should be labeled with permanent marker or engraved with the student's name. **Please note:** Student lockers are subject to inspection at any time. State Board inspectors may ask to have personal lockers opened during a State Board inspection of the premises. It is grounds for a citation if inspectors do not have access to all facilities. Each student will be assigned a locker for their training period. All personal belongings and all valuable equipment should be kept in the locker. This includes purse, money, makeup, shoes, clothing, etc.

### **INSTITUTE UNIFORM**

Specific uniform requirements are issued to each student prior to the start of class. The required uniform includes the following:

Scrubs (all black)



Closed-toed shoes (no high heels or sandals)  
Long sleeves may be worn under your scrub top (all black)  
No Hats or beanies.

**Name Badges are part of your uniform and must be worn at all times per State Board.**

### ***STUDENT NAME TAGS***

New students will be issued a name tag showing their name. Students must wear their name tag when on Institute premises. If lost or stolen, students may purchase a new name tag.

### **STUDENT PHOTO RELEASE**

Students attending AM Beauty Institute give the school the absolute right and permission to take photographs and/or video of the students in class, in clinic or in lab for advertising, trade publications and/or any other lawful practice.

### **GRADING METHODS AND REPORTS**

The Institute maintains complete records on each student or graduate for reference, as required by law. All students receive a complete theory and practical test toward the end of the training program. This test simulates the actual state licensing exam procedure and constitutes a final exam. Each student is graded on their theory and practical work, attendance, appearance, and attitude. The grading used is as follows:

90 – 100 EXCELLENT,      80 – 89 VERY GOOD  
75 – 79 SATISFACTORY,    74 and BELOW UNSATISFACTORY

Written progress reports are maintained by the Institute. Students receive progress reports that must be signed and kept in their file at least two (2) times during their program. Informal progress reports may be distributed monthly so students can keep track of their progress. Additional progress reports may be issued to students as requested or on an as needed basis determined by the instructor. A written report is kept and will be presented to any student who requests this record in the future.

### **CAREER OPPORTUNITIES**

There are many opportunities for individuals entering the industry under the realm of Cosmetology, Nail Technology, Esthetician, Hair Design and Provisional Instructor. Your goals can guide you to a lifetime career working in a variety of professional job roles. Entry-level employment opportunities for Cosmetologists, Nail Technology, Estheticians, Hair Design, Provisional Instructor and Makeup Artists are available in individual salons, salon chains, department stores, supply houses, and day spas. Estheticians can seek positions in medical arenas, such as med-spas, dermatology offices and cosmetic surgeons' offices. The most successful graduates possess several personal qualities in addition to their acquired skills. These valuable qualities include but are not limited to a variety of business and marketing skills, including above-average people skills, good communication abilities, a sound work ethic and confidence.

### **PLACEMENT ASSISTANCE**

The Institute cannot guarantee employment for all students in attendance, but it will, however, provide education geared toward proper job interview skills, marketing, resume creation, and information on salons and spas that are currently hiring. Some information on other resources for job placement will be the effort of the Institution to provide the students.

### **ALUMNI ASSOCIATION**

The Alumni Association supports the continued success of our licensed graduates by providing guest speakers, discounts on higher education, discounts on professional products and equipment, development of a network of successful professionals, and providing extensive placement opportunities. Joining the Alumni Association keeps

you informed of the latest events and trends in the industry.

## **TUITION AND FEES**

Tuition and fees are due and payable on the first day of class. Payments are accepted by cash, check, or credit card. Once financial aid payments are accepted, students will be informed of such. Students who do not make payment arrangements or fail to make their scheduled payments, may be subject to any one or all of the following: suspension, termination and/or the student's account turned over to collections. The student is responsible for all contracted tuition, registration, and kit fees before final paperwork is released. Currently AM Beauty Institute does not offer financial aid.

## **ADDITIONAL INFORMATION**

If a student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. All students are requested to meet with the Dean for an Exit interview prior to leaving the Institute. The Dean will be available for exit interviews on an appointment only basis.

## **TERMINATION FROM INSTITUTE**

A student may be terminated from AM Beauty Institute under the following conditions:

- Failure to maintain passing grades; failure to abide by the rules and regulations of the institution
- absences in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the Institute,
- Noncompliance with General Policies, this contract or State Laws and Regulations:
- Improper conduct or any action which causes or could cause bodily harm to a client, a student or employee of the school:
- Willful destruction of school property.
- Theft or illegal act and a \$150.00 termination/withdrawal fee will be assessed.

## **INSTITUTIONAL REFUND POLICY**

This refund policy applies to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure.

## **STUDENTS RIGHT TO CANCEL**

1. A student has the right to cancel his/her agreement for a program of instruction and receive a full refund within three (3) business day of signing the Enrollment Agreement regardless of whether the student has started training.
2. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro-rata refund based on the hours accepted by the receiving school. Changes to programs, i.e., Drops and/or Adds, can only be made during the first 7 calendar days of the program.
3. Cancellation may occur when the student provides a written notice of cancellation at the following address: AM Beauty Institute, 2186 Idaho Street Elko, NV 89801. This can be done by mail, email, or hand delivery.
4. The cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the Institute in person
5. The written notice of cancellation need not take any particular form and however expressed; it is effective if it shows that the student no longer wishes to be bound by the enrollment agreement.
6. If the Enrollment Agreement is cancelled after three (3) business days of signing, but prior to starting classes, the Institute will refund the student any money he/she paid, less a registration fee not to exceed \$75.00, within 45 days after the notice of cancellation has been received.

REMEMBER THAT YOU MUST CANCEL IN WRITING. You do not have the right to cancel by telephoning the Institute or by not coming to class.

WITHDRAWAL FROM THE PROGRAM

You may withdraw from the Institute at any time after the cancellation period (described above) and receive a refund within 45 days of withdrawal if you have completed less than 50% of the period of attendance based on scheduled hours, the refund will be based on the minimum tuition adjustment table below. The refund will be less a registration fee not to exceed \$75.00, and less any deduction for equipment that the student has received and signed for.

For the purpose of determining a refund under this section, a student’s official cancellation or withdrawal shall occur on the earlier of the dates of any of the following instances

- An applicant is not accepted by the Institute. The applicant shall be entitled to a refund of all monies paid.
- The student notifies the institution of the student’s withdrawal in writing.
- The institution terminates the student’s enrollment for failure to maintain satisfactory progress, failure to abide by the rules and regulations of the institution; and/or failure to meet financial obligations to the Institute.
- The student has failed to attend class for fourteen (14) calendar days, as determined by monitoring clock hour attendance at least every thirty (30) days.
- Failure to return from a leave of absence. The date of the student’s withdrawal shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the institution that the student will not be returning.

All refunds are calculated based on the student’s last date of attendance.

For students who enroll and begin classes but withdraw prior to course completion, the following schedule of tuition earned by the school applies. All refunds are based on scheduled hours:

| <u>Percent of Scheduled Time<br/>Enrolled to Total Program</u> | <u>Total Tuition School Shall<br/>Retain</u> |
|--|--|
| 0.01% to 4.9%  | 20%  |
| 5% to 9.9%   | 30%  |
| 10% to 14.9%   | 40%  |
| 15% to 24.9%   | 45%  |
| 25% to 49.9%   | 70%  |
| 50% and over   | 100%   |

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of benefits received and any remaining amount shall be paid to the student.

If the Institute cancels a program subsequent to a student’s enrollment, and before instruction in the program has begun, the Institute shall provide a full refund of all monies paid.

If the Institute cancels a program and ceases to offer instruction after students have enrolled and instruction has begun, the Institute shall at its option:

- Provide a prorated refund for all students transferring to another school based on the hours accepted by the receiving school; or
- Provide completion of the program.

- Participation in a Teach-Out Agreement; or
- Provide a full refund of monies paid

In the event the Institute closes permanently and ceases to offer instruction after students have enrolled, and instruction has begun, the Institute will make arrangements for students to attend an alternate institution through participation in a Teach-Out Agreement. Should the student elect not to attend the alternate institution, a pro-rata refund of tuition will be made in accordance with the refund policy outlined above. Any monies due to a student who withdraws from the institution shall be refunded within forty-five (45) days of a determination that a student withdrawn, whether official or unofficially.

When situations of mitigating circumstances are in evidence, the Institute may adopt a policy where in the refund to the student may exceed the minimum requirement.

### **SATISFACTORY ACADEMIC PROGRESS POLICY**

The Satisfactory Academic Progress Policy is consistently applied to all students enrolled at the Institute. It is printed in the Catalog to ensure that all students receive a copy prior to enrollment. The policy complies with the guidelines established by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and the federal regulations established by the United States Department of Education. Currently AM Beauty Institute does not offer financial aid.

### **ATTENDANCE POLICY/PROGRESS EVALUATIONS**

Students are required to attend a minimum of 75% of the hours possible based on the applicable attendance schedule in order to be considered maintaining satisfactory attendance progress. Evaluations are conducted at the end of each evaluation period to determine if the student has met the minimum requirements. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. At the end of each evaluation period, the school will determine if the student has maintained at least 75% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum time frame allowed.

### **MAXIMUM TIME FRAME**

The maximum time (which does not exceed 133% of the course length) allowed for students to complete each course at satisfactory academic progress is stated below:

### **MAXIMUM TIME ALLOWED**

| <b><i>COURSE WEEKS SCHEDULED HOURS</i></b>                         | <b><i>Maximum Time Frame</i></b> |
|--|----------------------------------|
| Cosmetology (Full time, 40 hrs/wk) – 1600 Hours 40 Weeks           | 54 weeks                         |
| Hair Design (Full time, 40 hrs/wk) – 1000 Hours 25 Weeks           | 34 weeks                         |
| Esthetician (Full time, 40 hrs/wk) – 600 Hours 15 Weeks            | 20 weeks                         |
| Nail Technology (Full time, 40 hrs/wk) – 600 Hours 15 Weeks        | 20 weeks                         |
| Provisional Instructor (Full time, 40 hrs/wk) – 500 Hours 13 Weeks | 18 weeks                         |

### **OVERTIME CHARGES**

AM Beauty Institute does not accept overtime charges per State Board of Cosmetology regulations. Once a student exceeds the allowable 133% of their hours, they are dropped from the institute.

### **PANDEMICS AND OTHER STATE/FEDERAL MANDATED CLOSURES**

In the event that the school must close due to a pandemic, state, or federal closure, students contracted scheduled graduation dates will advance the number of days the school is closed. The institution will not participate in distance learning.

## ACADEMIC PROGRESS EVALUATIONS

The qualitative element used to determine academic progress is a reasonable system of grades as determined by assigned academic learning. Students are assigned academic learning and a minimum number of practical experiences. Academic learning 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 (the computer system will reflect completion of the practical assignment as a 100% rating). If the performance does not meet satisfactory requirements, it is not counted, and the performance must be repeated. At least two comprehensive practical skills evaluations will be conducted during the course of study, one will happen during theory according to the theory schedule and one when 100 hours or less remain of the program. Practical skills are evaluated according to text procedures and set forth in practical skills evaluation criteria adopted by the school. Students must maintain a written grade average of 75%. Students must make up failed or missed tests and incomplete assignments. Numerical grades are considered according to the following scale:

90 – 100 EXCELLENT

80 – 89 VERY GOOD

75 – 79 SATISFACTORY

74 and BELOW UNSATISFACTORY

## DETERMINATION OF PROGRESS STATUS

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory academic progress until the next scheduled evaluation. Students will receive a hard copy of their Satisfactory Academic Progress Determination at the time of their 1<sup>st</sup> evaluation. If the student is in SAP, they may request a copy of all other evaluations at the evaluation time frames. If students are not in SAP, they must undergo the evaluation with their instructor or Institute director and will receive a hard copy of the evaluation. Evaluations will occur at the following actual hours of their course program.

**EVALUATION POINTS** The Institute defines its academic year as 900 hours and 26 weeks. The student's first evaluation for Satisfactory Academic Progress occurs at the midpoint of the academic year or the program, whichever occurs sooner, based on actual hours as follows

| Course                 | 1 <sup>st</sup> | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> |
|------------------------|-----------------|-----------------|-----------------|-----------------|
| Cosmetology            | 450             | 900             | 1250            | 1600            |
| Hair Design            | 450             | 900             | 1000            | N/A             |
| Esthetician            | 300             | 600             | N/A             | N/A             |
| Nail Technology        | 300             | 600             | N/A             | N/A             |
| Provisional Instructor | 250             | 500             | N/A             | N/A             |

## WARNING

Students who fail to meet minimum requirements for attendance or academic progress are placed on warning and considered to be making satisfactory academic progress during the warning period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the warning period, the student has still not met both the attendance and academic requirements, he/she may be placed on probation.

## PROBATION

Students who fail to meet minimum requirements for attendance or academic progress after the warning period is completed, will be considered to not be making satisfactory academic progress and required to submit an appeal. If the student appeals the decision and prevails upon appeal they will be placed on probation and may receive their Title IV disbursement. If they do not prevail upon appeal, they will lose their Title IV disbursement for that payment period and may only regain eligibility if they meet the Satisfactory Progress requirement by their next

point of evaluation. Only students who have the ability to meet the Satisfactory Academic Progress Policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making Satisfactory Academic Progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or by the academic plan, your financial aid will be interrupted, and you will be responsible for payment of all tuition balances. You will then be required to bring your grades and/or attendance up to satisfactory levels in order to have financial aid reinstated.

### **RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS**

Students may re-establish satisfactory academic progress by meeting minimum attendance and academic requirements by the end of the warning or probationary period.

### **INTERRUPTIONS, COURSE INCOMPLETES, WITHDRAWALS**

If enrollment is temporarily interrupted for a Leave of Absence, the student will return to school in the same progress status as prior to the leave of absence. Hours elapsed during 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 and will not be included in the student's cumulative attendance percentage calculation. Students who withdraw prior to completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal. A Leave of Absence and/or failure to return from a Leave of Absence may affect your loan interest rates and/or repayment timeline.

### **APPEAL PROCEDURE**

If a student is determined to not be making satisfactory academic progress, the student may appeal the determination within ten calendar days. Reasons for which students may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the school on the designated 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. Appeal documents will be reviewed, and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

### **NONCREDIT, REMEDIAL COURSES, REPETITIONS**

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

### **TRANSFER HOURS**

With regard to Satisfactory Academic Progress, a student's transfer hours will be counted as both attempted and completed hours for the purpose of determining when the allowable maximum timeframe has been exhausted. SAP evaluation periods are based on actual contracted hours at the institution.

### **MANDATED HOURS OF ATTENDANCE POLICY**

Students must complete the state-mandated hours per their program of study. These requirements are as follows:

Cosmetology Satisfactory completion of 1600 hours

Hair Design Satisfactory completion of 1000 hours

Esthetician Satisfactory completion of 600 hours

Nail Technology Satisfactory completion of 600 hours  
Provisional Instructor Satisfactory completion of 500 hours

## **1098T DISTRIBUTION**

In accordance with Federal regulations, the school will mail a copy of a student's 1098-T form for a given tax year by January 31st of the following calendar year.

## **CONFLICTING INFORMATION**

The school and servicer understand that all conflicting information must be resolved before any Title IV funds can be disbursed, therefore students with conflicting information in their files or paperwork may be selected for verification by the School or the servicer in order to resolve the conflict in question. In such an instance a Verification Documents Required form will be sent to the School FA listing the documents required by the servicer to resolve the conflicting information.

**Applicants Selected for Verification** If the servicer has any reason to believe that any information on the application or any supporting documentation used to calculate the EFC is discrepant or inaccurate, the applicant will be required to provide adequate documentation to resolve the conflict.

**Applicants Not Selected for Verification** The servicer will review all tax returns provided by the school even if they were not requested and will resolve all conflicting information regardless of whether the applicant was selected for verification or not. All C-Codes will be reviewed and resolved.

**Selective Service C-Codes** will require the student to submit a letter to selective service to verify whether they are a veteran. In the event the C-code is because they did not register and were required to then they must provide the response letter and written documentation to support their reasons for not registering for selective service. All this will be reviewed, a determination will be made, and the student will be notified by the school of the decision.

**For Citizenship C-codes** students will be required to provide acceptable documentation proving they are a US Citizen or eligible non-citizen. If the eligible non-citizen student does not pass the automated secondary confirmation the documentation will be sent along with form G-845 to Homeland Security for secondary confirmation of the validity of the documents submitted.

## **LOW INCOME**

The servicer requires students and parents who provide financial data on their FAFSA that is below the established poverty level published in the Federal Register annually to complete and sign a low-income statement. This is regardless of being selected for verification.

## **COPYRIGHT LAWS POLICY**

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For “willful” infringement, a court may award up to

\$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the Web site of the U.S. Copyright Office at: [www.copyright.gov](http://www.copyright.gov).HEA section 485(a).

### **COST OF ATTENDANCE BUDGETS (For Need Analysis)**

The school utilizes data available to the general public from The Board's website for calculating COA budgets for Schools that it services across the USA. "The Board's X- and X-month living expense budgets show living expense costs by region and metropolitan area. Both a moderate and a low budget are provided. The budgets reflect increases in the Consumer Price Index (calculated by the U.S. Bureau of Labor Statistics) "The budgets are developed based on data from the most recent Consumer Expenditure Survey (CES) and the Indexes of Comparative Costs, both produced by the U.S. Bureau of Labor Statistics. Budget regions correspond to the metropolitan statistical areas (MSAs) defined by the U.S. Office of Management and Budget. Since a factor could not be established for every region of the country, no region is adjusted by a value of less than 1.0."

The school utilizes the figures for the demographic area closest to the School location. For Schools that are not located in a demographic area provided, the school; will use the standard average Board budgets listed for the entire USA. Also, some State Financial Aid Associations and Agencies set limits on budget figures and provide their own for the purpose of awarding State Grants.

Child Care cost allowances are developed from statistics and studies done by the National Association of Child Care Resources and Referral Agencies detailed tables of Average Annual Child Care Prices by State. The annual amount is divided by 12 and multiplied by the number of months/weeks in the student's COA Budget. Other allowances may be added to indirect costs for loan fees and disability costs on a case-by-case basis. Tuition, books, kit and fees will also be added.

The following sample shows how standard **monthly** allowances make up the indirect cost used in developing COA budgets.

### **COST OF ATTENDANCE BUDGET SAMPLE**

In order to determine a student's level of loan funding, the Department of Education requires us to develop annual cost of attendance budgets. These budgets include an average allowance for room & board, transportation, miscellaneous, loan fees and, if applicable, childcare and expenses related to disability. The following are standard **monthly** allowances that make up the cost of attendance budgets for the 2020-2021 Award Year.

#### **Living at home with parents:**

| <b>Room &amp; Board</b> | <b>Transportation</b> | <b>Miscellaneous</b> | <b>Other</b>        | <b>Total</b>      |
|-------------------------|-----------------------|----------------------|---------------------|-------------------|
| <b>\$805.00</b>         | <b>\$273.00</b>       | <b>\$440.00</b>      | <b>Case by Case</b> | <b>\$1,518.00</b> |

#### **Living away from home:**

| <b>Room &amp; Board</b> | <b>Transportation</b> | <b>Miscellaneous</b> | <b>Other</b>        | <b>Total</b>      |
|-------------------------|-----------------------|----------------------|---------------------|-------------------|
| <b>\$1,202.00</b>       | <b>\$408.00</b>       | <b>\$657.00</b>      | <b>Case by Case</b> | <b>\$2,267.00</b> |

### **DEFAULT PREVENTION AND MANAGEMENT**

#### **Entrance Counseling**

Regulations require that first time borrowers of FFEL and Direct Loan program loans receive entrance counseling. During entrance counseling, schools must explain how the master promissory note works, emphasize the



importance of repaying the loan, describe the consequences of default, and show borrowers sample monthly repayment amounts based on their program of study at the school. The school enhances entrance counseling to include financial literacy and ensure that borrowers thoroughly understand all information. In addition, the school collects as much contact information about borrowers as possible during entrance counseling to facilitate future contact if needed. These activities will ensure more knowledgeable, responsible borrowers, and will result in fewer defaulters as well.

### **Benefits of Our Default Prevention and Management Plan**

The activities in the school's Default Prevention and Management Plan promote student and school success by increasing retention and reducing delinquency and default. The school and students receive benefits when we implement the activities, techniques, and tools outlined in this plan. The school benefits by avoiding any limitations on participation in the loan programs due to excessive cohort default rates (CDRs). Students benefit by having continued access to Title IV Student Financial Assistance Programs, learning good debt management practices, and establishing a healthy credit history. The school is actively committed to promoting student success by helping their students learn, graduate, obtain employment, and demonstrate financial responsibility through repayment of the funds borrowed to finance their education.

### **Consequences of Default for Borrowers**

Borrowers who default on student loans face serious consequences. Stafford Loans are considered in default after 270 days without payment. At the time of default, outstanding interest is capitalized, and collection fees may be added, resulting in a loan balance that is higher than the amount borrowed. Defaulted loans are reported to credit bureaus, causing borrowers to sustain long-term damage to their credit rating. Defaulters may also face difficulty in securing mortgages or car loans, may have their wages garnished, and their federal income tax refunds and other federal payments seized. Until the default is resolved, collection efforts continue, and the defaulter will be ineligible for additional federal student aid. The Department, guarantors, and servicers undertake many activities to prevent borrowers from defaulting. With a minimal amount of time, effort, and expense, schools can play a critical role in helping borrowers avoid the damaging consequences of default.

### **Consequences of Default for The School**

The school may face serious consequences due to high CDR's. Consequences include the loss of participation in the Direct Loan, and/or Pell Grant programs. The school also be provisionally certified. Effective, easy-to-implement tools that reduce defaults, promote student and school success, help preserve the integrity of the loan programs, and reduce costs to taxpayers are available to schools.

### **Exit Counseling**

Regulations require that the school provide exit counseling. Exit counseling is an effective way to prevent defaults and is often the last opportunity that borrowers have to work with someone at school regarding their loans. In-depth counseling that focuses on fully explaining repayment plans and choices that fit the borrowers' needs is essential. Exit counseling is the opportunity to clear up any misconception's students may have about their loan obligations and re-emphasize the consequences of default. The school takes full advantage of this opportunity to work with their students. A large percentage of borrowers in delinquency either did not have the benefit of receiving this information or did not receive it timely. Exit counseling is a cornerstone of default prevention and is mandatory.

### **Withdrawals and Default**

Many borrowers who default on their loans are borrowers who withdrew from school prior to completing their academic programs. These borrowers, at the highest risk of default, can often be identified while still on campus.

Early identification and timely intervention can improve student retention and reduce the number of defaulted loans. In addition to fulfilling the regulatory requirement to provide exit counseling to students, the school attempts to work with students even after they have left school by encouraging them to complete their programs of study and helping them resolve the issue(s) that prompted their withdrawal.

## **FEDERAL STUDENT AID APPLICATION AND AWARDED PROCESS**

In order for an enrolling student to receive Federal Student Aid through a Title IV eligible Institution they must first be a regular student enrolled into one of the School's Title IV eligible programs. Students under the legal age of 18 must have a parent or legal guardian sign the Registration Contract or Enrollment Agreement also.

As an educational requirement to receive Title IV funds, the enrolling student must certify on the FAFSA that they have a High School Diploma, its equivalent or a GED. Students newly enrolled for the first time in a post-secondary educational institution on or after 7/01/2012 may no longer use the ATB test as an educational requirement unless enrolled in an eligible Career Pathways Program. For students who were administered a recognized ATB test prior to 7/01/12 or who were previously enrolled or received Title IV funds under an ATB test educational requirement may still be admissible. See DCL Gen-12-09 for further details. The student must also meet the School's admissions requirements, the requirements of the School's accreditation agency and of the State that the School is located in.

After reading and completing required enrollment paperwork and then signing the Registration Contract or Enrollment Agreement, the now newly enrolled student is given a Financial Aid Packet of forms and instructions on how to apply for Federal Student Aid if they have not already done so online prior to coming into the School. All forms must be completed fully and signed with an ink pen where signatures are required, and the School official designated to assisting the student should be responsible to check all paperwork for completeness. All this paperwork is then scanned and uploaded into the student's SMART prospect documents or encrypted and e-mailed to the Third-Party Servicer representative. A hard copy student Financial Aid file is kept with all required **original documents containing wet signatures (Registration Contract and FAFSA or Electronic FAFSA print out if done on FAA Access by the school FA).**

**Students and Parents are required to have an FSA User ID for applications, entrance and exit interviews and an e-mail address for receipt of notifications and confirmations.** If the student does not currently have an e-mail address, they can obtain a free one usually on their internet provider's homepage such as Hotmail. The e-mail address may be provided on their SMART record. The parent's e-mail address may also be recorded in the contact page on SMART.

The Third-Party Servicer will begin final processing of the student's aid when:

- All required and pertinent forms have been scanned and uploaded to SMART documents.
- A valid ISIR has been received by the Servicer.
- NSLDS has been printed and reviewed and any required transfer monitoring done.
- Verification and corrections have been completed when required.
- All conflicting information has been resolved.
- A new valid ISIR has been received when corrections were required and done.
- All SMART screens have been completed accurately.

- Any required documents and forms for Professional Judgment, Dependency Override, Eligible Non-Citizen Status verification, or Selective Service decisions have been received and approved.
- A signed Pending Financial Aid Disbursements Report has been received indicating that the above items are complete, and the student is either a new student or they are a continuing student maintaining Satisfactory Academic Progress and have completed the required hours/weeks to receive subsequent disbursements.

A pending list is e-mailed to the School at regular intervals listing any outstanding documents required in order to complete the processing of student's aid.

The School quickly collects, scans, and uploads those documents and notification is sent to the Servicer.

The School FA also prints the student's NSLDS report, reviews it, verifies the student is eligible for Title IV funds and then includes it in the student's packet for future approval and awarding by FAT\$TAF.

Once the confirmation page has been received or printed with the EFC, the School FA can then complete a Budget/Need Analysis form in order to provide an estimate only to the student. This is not a finalized award; it is only an estimate. FAT\$TAF will review for authorization.

The FA will then prepare the "Estimated Financial Plan" (EFP) and schedule the estimated aid on the FinAid worksheet in SMART for review by FAT\$TAF FAA. The student can then be presented with the various funding options available based on their estimated eligibility.

Once reviewed, adjusted, or corrected and final authorization completed by the FAT\$TAF FAA, the school will be asked to have the student sign the Award Notification accepting or declining the aid. FAT\$TAF will then adjust the aid scheduled accordingly if declined and request that the School print a new Award Notification to present the student for signature.

A list of required documents is provided to the School administrator in addition to a package of required forms to use for FAT\$TAF Third Party Servicing.

Once all documents have been reviewed, verification completed, estimates approved, aid scheduled on the Financial Aid Worksheet in SMART, an Award Notification printed and signed by the student, then the student file is to be scanned and uploaded to student documents in SMART. The original should be placed in the student's hard copy file.

## **FINANCIAL AID CODE OF CONDUCT**

The school is committed to ensuring the integrity of its employees and students with respect to all aspects of its school and its operations. Compliance with all applicable laws, regulations, company policies & procedures, and performance of duties according to the highest standards of honesty and integrity, is expected of all employees. Employees assisting students in the enrollment/financial aid process are required to affirm that they will 1) be ethical and conduct themselves with integrity, 2) avoid any conflicts of interest and comply with all Codes of Conduct required by the school, 3) provide prospective and enrolled students with accurate and complete enrollment/financial aid and policy information, 4) keep student information confidential and comply with the Family Educational Rights and Privacy Act (FERPA), and 5) comply with federal and state laws and regulations, accreditor rules, and school policies & procedures.

## **HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY**

The school 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 the school.

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 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](http://www.stopbullying.gov).

## **RETURN OF TITLE IV FUNDS**

### **Determination Date / Withdrawal Date (Official / Unofficial Withdrawal)**

The actual last date of attendance is the last day the student was physically in attendance. This is the withdrawal date. The determination of the withdrawal date on a student who had been previously attending could be up to but will not exceed 14 calendar days from that student's actual last date of attendance. An active student officially withdraws when they notify the school's administrative office of their intention to withdraw from school. An active student is considered unofficially withdrawn when they have been absent for 10 consecutive school days (14 calendar days) from their last date of physical attendance without notifying the school's administrative office.

The law specifies how your school must determine the amount of Title IV program assistance that you earn if you withdraw from school. The Title IV programs available at the school that are covered by this law are:

Federal Pell Grants

Federal Direct Stafford Loans (Subsidized and Unsubsidized)

## Federal Direct PLUS Loans.

When you withdraw during your payment period the amount of Title IV program assistance that you have earned up to that point is determined by a specific formula. If you received (or your school or parent received on your behalf) less assistance than the amount that you earned, you may be able to receive those additional funds. If you received more assistance than you earned, the excess funds must be returned by the school and/or you.

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

If you did not receive all of the funds that you earned, you may be due a Post-withdrawal disbursement. If your Post-withdrawal disbursement includes loan funds, your school must get your permission before it can disburse them. You may choose to decline some or all of the loan funds so that you don't incur additional debt. Your school may automatically use all or a portion of your Post-withdrawal disbursement of grant funds for tuition, fees, and room and board charges (as contracted with the school). The school needs your permission to use the Post-withdrawal grant disbursement for all other school charges. If you do not give your permission (some schools ask for this when you enroll), you will be offered the funds. However, it may be in your best interest to allow the school to keep the funds to reduce your debt at the school.

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

If you receive (or your school or parent received on your behalf) excess Title IV program funds that must be returned, your school must return a portion of the excess equal to the lesser of: your institutional charges multiplied by the unearned percentage of your funds, or the entire amount of excess funds. The school must return this amount even if it didn't keep this amount of your Title IV program funds.

### **Initial Amount of Unearned Title IV Aid Due From the Student**

The statute specifies that a student is responsible for all unearned Title IV program assistance that the school is not required to return. In Step 7 of the R2T4 calculation worksheet the initial amount of unearned federal student aid due from the student (or parent, for Direct PLUS Loan funds) (Box Q) is determined by subtracting the amount returned by the school (Box O) from the total amount of unearned Title IV funds to be returned (Box K). This is called the initial amount due from the student because a student does not have to return the full amount of any grant repayment due. Therefore, the student may not have to return the full initial amount due.

### **Repayment of Student Loans**

The student loans that remain outstanding in (Box R) of Step 8 of the R2T4 calculation worksheet consist of the loans disbursed to the student (Box B) minus any loans the school repaid in Step 6, Block P. These outstanding loans are to be repaid by the student according to the terms of the student's promissory notes.

### **Title IV Grant Funds to Be Returned by a Student**

The regulations limit the amount a student must repay to the amount by which the original overpayment amount exceeds 50% of the total grant funds disbursed or could have been disbursed by the student for the payment period or period of enrollment. The initial amount of unearned Title IV grant aid due from the student in step 9 (Box S)

of the R2T4 calculation worksheet is found by subtracting the loans to be repaid by the student (Box R) from the initial amount of unearned aid due from the student (Box Q). The amount of grant overpayment due from a student is limited to the amount by which the original grant overpayment (Box S) exceeds half of the total Title IV grant funds disbursed and could have been disbursed to the student in (Box F).

### **Return of Title IV Grant Funds by the Student**

The student is obligated to return any Title IV overpayment in the same order that is required for schools.

Grant overpayments may be resolved through:

1. full and immediate repayment to the school,
2. repayment arrangements that are satisfactory to the school,
3. or by overpayment collection procedures negotiated with Debt Resolution Services.

### **A School's Responsibilities in The Return of Funds by the Student**

*A school has responsibilities that continue beyond completing the Return calculation and returning the funds for which it is responsible. Here we discuss the institution's participation in the return of funds by the student.*

#### **Grant Overpayments**

The applicable regulations limit the amount of grant funds a student must repay to one-half of the grant funds the student received or could have received during the applicable period. Moreover, repayment terms for students who owe Title IV grant overpayments were established to ensure that students who could not immediately repay their debt in full had the opportunity to continue their eligibility for Title IV funds.

Students who owe overpayments as a result of withdrawals initially will retain their eligibility for Title IV funds for a maximum of 45 days from the earlier of:

1. the date the school sends the student notice of the overpayment, or
2. the date the school was required to notify the student of the overpayment.

**Within 30 days of determining that a student who withdrew must repay all or part of a Title IV grant, the school will notify the student in writing via U.S mail that he or she must repay the overpayment or make satisfactory arrangements to repay it. In its notification, the school will inform the student of the following five items:**

- 1. The student owes an overpayment of Title IV funds.**
- 2. The student's eligibility for additional Title IV funds will end if the student fails to take positive action by the 45th day following the date the school sent or was required to send notification to the student.**

#### **Order of Return of Title IV Funds**

The school and or the student if applicable must return Title IV funds to the programs from which the student received aid during the payment period or period of enrollment as applicable, in the following order, up to the net amount disbursed from each source:

1. Unsubsidized Direct Stafford loans (other than PLUS loans).
2. Subsidized Direct Stafford loans.
3. Direct PLUS loans.
4. Federal Pell Grants for which a return of funds is required.

There are three positive actions a student can take to extend his or her eligibility for Title IV funds beyond 45 days:

- a) The student may repay the overpayment in full to the school.
- b) The student may sign a repayment agreement with the school. **Note: Two years is the maximum time a school may allow for repayment.**
- c) The student may sign a repayment agreement with the Department.

**\*\*\*\*\*The student should contact the school to discuss his or her options\*\*\*\*\***

### **Consequences for Not Following upon the Notification**

*If the student takes no positive action during the 45-day period, the school will report the overpayment within a few days of the end of the 45-day period to NSLDS on the NSLDS Professional Access Web site under the AID tab, "Overpayment List" menu option after the 45-day period has elapsed.*

*If the student fails to take one of the positive actions during the 45-day period, the student's overpayment will be reported immediately to the NSLDS and referred to the Debt Resolution Services for collection.*

### **When a student receives additional funds during the 45-day period of extended eligibility:**

Students who owe overpayments as a result of withdrawals generally will retain their eligibility for Title IV funds for a maximum of 45 days from the earlier of (a) the date the school sends the student notice of the overpayment, or (b) the date the school was required to notify the student of the overpayment. A student who receives Title IV funds within that period of extended eligibility and then fails to return the overpayment or make repayment arrangements becomes ineligible for additional Title IV program funds on the day following the 45-day period. However, any Title IV program funds received by the student during the 45-day period were received while the student was eligible. Therefore, those Title IV funds do not have to be returned (unless the student withdraws a second time). A student who loses his or her eligibility for Title IV funds at the expiration of the 45-day period will remain ineligible for additional Title IV funds until the student enters into a repayment agreement with the Department.

*If, at any time, a student who previously negotiated a repayment arrangement fails to comply with the terms of his or her agreement to repay, that student immediately becomes ineligible for additional Title IV funds.*

The school will also notify the student in writing via U.S. mail using a Refund Calculation worksheet, of the amounts of aid that were retained by the school for institutional charges and the amount(s) of aid that will be refunded by the school to each Title IV program. The student will also be notified of the amount of Title IV loans they will owe after all applicable refunds have been made, the requirement for the student to complete exit counseling, when the student will be responsible to start repayment of their student loans and who they may contact for further assistance or to report any changes to their personal information.

The requirements for Title IV program funds when you withdraw are separate from any Institutional Refund Policy that your school may have. Therefore, you may still owe funds to the school to cover unpaid institutional charges. Your school may also charge you for any Title IV program funds that the school was required to return.

If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center

at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at [www.studentaid.ed.gov](http://www.studentaid.ed.gov).

### **Return to Title IV Funds Example**

On March 19, 2020 Mary has been absent for 14 consecutive calendar days without notification to the school. Her school director determines at this point that Mary needs to be terminated from her program for non-attendance. Her last day of attendance was March 5 and as of this day Mary had 250 scheduled hours available to her to attend school. Even though she may only have actually attended 150 hours she was scheduled for 250 and this is the number of hours that will be used for the Return to Title IV calculation. The school charges the total tuition, books kit and fees for the program up front. At her school the total cost of the program is \$13,750.00 (Tuition: \$12,750.00, Books and Kit: \$790.00, Uniforms \$90.00, Student Permit Fee: \$20.00 and Registration Fee: \$100.00) The school has received the first disbursements of a Pell Grant in the amount of \$2,865, a Subsidized Direct Loan for \$1,732.00 and an Unsubsidized Direct Loan for \$2,969.00 for the first 450 hours towards Mary's tuition, kit, books and fees for a total of \$7,566.00. Since the percentage allowed to be retained is calculated by dividing the scheduled hours completed in the current payment period by the scheduled hours available in the payment period as of the official withdrawal date or last date of attendance, the school takes the 250 scheduled hours in the payment period as of the last date of attendance divided by the 450 scheduled hours in the entire payment period which equals .556%. This is the percentage of the total amount of aid received that can be retained ( $\$7,566.00 \times .556 = \$4,206.70$ ) In the event that the scheduled hours completed in the payment period had been greater than 60% of the 450 scheduled hours for the payment period, then the total amount received could have been retained however it was not and so only the prorated amount of \$4,206.70 could be retained. This leaves a balance of \$3,359.30 which must be returned or refunded to the FSA programs. The school will now go through a process of determining how much of the \$3,359.30 must be returned by the school and how much the student is responsible for. For this they will need to determine the greater of the two amounts of: a) the prorated amount of all institutional charges or: b) the amount the school retained to pay allowable institutional charges for the current payment period. First the school will take the total contracted amount for tuition, books, kit and fees which equals \$13,750.00 and divide it by the hours in the program to determine an hourly prorated amount ( $\$13,750.00/1500 = \$9.17$ ) Now it will multiply the hourly proration  $\times$  the 450 hours in the payment period which  $= \$4126.50$  rounded up to \$4127.00 The greater of the two is the amount of Title IV that was retained for the payment period (\$7,566.00). This is the amount that will be used as total institutional charges in Step 5 of the R2T4 calculation. This amount will then be multiplied by the 44.4 % of unearned Title IV aid. In this case study the entire amount of unearned aid (\$3,359.30) must be refunded by the school and the student is not obligated to do anything except to pay back the remaining loan amounts after all refunds have been made.

Again, keep in mind that the school will also calculate their Institutional Refund Policy to determine how much they are entitled to charge the student for the time they were in school. This is a separate calculation, and it may be determined that the Title IV retainable is not sufficient to cover the school's charges and consequently the student may still owe the school an additional sum of money which will need to be paid in addition to the Title IV Funds.

### **RIGHTS AND RESPONSIBILITIES OF THE STUDENT**



Students are responsible for completing all forms accurately and by the published deadlines. They are also responsible for submitting information requested to the Financial Aid Office in a timely manner. Along with the information, students are responsible for keeping the Financial Aid Office up to date with any changes to name, address, and marital status. In addition, students should notify the Financial Aid Office of any assistance from non- sources such as scholarships, loans, and educational benefits. Students are responsible for informing the Financial Aid Office of any enrollment changes such as requests for leave of absences. Lastly, but not limited to, students are responsible for maintaining satisfactory academic progress, and re-applying for aid each year.

## **VERIFICATION**

Students selected by the U.S. Department of Education for the process of verification are required to submit to the School Financial Aid Office additional student and or parents' financial and household information (the documentation required as indicated in the U.S. Department of Education's Application and Verification Guide). The school uses a Third-Party Servicer for awarding and approving student aid and for completing the verification process. The verification procedures will be conducted as follows:

### **Third Party Servicer Policy and Procedure for Verification**

- 1) Students that require verification documents should be given a **“Verification Documents Required Form”** by their FA at the school listing any documents required. This form lists all the regulatory required notifications to the student regarding the process of verification. See form. These are listed below.
- 2) The School's designated official must then call the student in and collect the necessary documents to complete the Verification process.
- 3) The student should be asked to submit all required documentation to the School FA within 14 days from the date the student is notified that the additional documentation is needed due to being selected for verification. If the student does not provide all of the required documentation within the 14-day time frame, at the School's discretion the student may need to be notified that they will be required to make other payment arrangements until the documentation is received and the student's eligibility for Federal Aid has been established.
- 4) The appropriate School official may reserve the right to make exceptions to the 14-day policy stated above on a case-by-case basis due to extenuating circumstances.
- 5) Once the documents have been received the School official should then review and upload those documents as part of the initial FA file.
- 6) Provided all the required documents are received and there are no discrepancies to hold up the process, the student's aid package will be further processed.
- 7) A Verification Comparison form will be completed, uploaded and an e-mail notification will then be sent to the School saying that verification has been completed.
- 8) The servicer FAA will notify the School FA of any changes to the student's financial aid awards resulting from corrections made due to the verification process. An adjustment(s) will be made to the Financial Aid Worksheet and a new Award Notification can then be printed at the School and presented to the student for signature.
- 9) Any students selected for V4 or V5 verification will be reported on FAA Access.

## **VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 OR VAWA**

This document has been designed to inform all students and employees of the Violence Against Women Act and it emphasizes our commitment to the health and safety of our students and employees. The policy explains how our school addresses and promotes awareness of domestic violence, dating violence, sexual assault and rape, stalking and consent. Each October we provide this policy with updated statistics to all our prospective students and staff. It is

also reviewed with all students during orientation and with staff at the time of hire. Annual training is provided by local law enforcement officials and or local crisis centers to help emphasize the necessity of awareness and to provide different options for reducing the risk of becoming a victim of sexual offenses or sexual violence. It includes education on the warning signs of abusive behavior and how to avoid potential attacks. The school's Campus Security Coordinator, the School Director, is committed to making this school a safe place for all to receive an education.

Sexual offenses or acts of sexual violence, including domestic violence, dating violence, sexual assault, and stalking are illegal regardless of the victims' gender, sexual orientation, gender identity or gender expression and as such are strictly prohibited.

## Definitions and Examples

**Domestic Violence:** Abuse committed against an adult or a minor who is a spouse or former spouse, cohabitant, or someone with whom the abuser has a child or is having a child, has an existing dating or engagement relationship, or has a former dating or engagement relationship.

**Example:** Jane, a student just broke up with her boyfriend Dan a few days ago. He just appeared on her doorstep yelling, kicking the door, and threatening to do her bodily harm if she does not open the door right now. He has been physically abusive to her in the past, but she kept it to herself. Dan is becoming quite angry and she hears him repeatedly calling her a "slut". He demands that she open the door. She is extremely frightened. He tells her he is not leaving until she opens the door.

**Dating Violence:** Violence committed by someone: a) who is or has been in a social relationship of a romantic or intimate nature with the victim and b) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- i. the length of the relationship
- ii. the type of relationship
- iii. the frequency of interaction between the persons involved in the relationship

**Example 1:** Jim and Jan have been dating for a few months. One day they are sitting on the couch watching TV together and Jan starts talking. Jim becomes angry with her talking and tells her to shut up or he will shut her up and he shakes his fist at her. Then he stands up and kicks the coffee table.

**Example 2:** Matt has started dating Mindy. Mindy is constantly on edge about remembering to check in with Matt. The relationship has become sexual and Matt has demanded they date each other exclusively and that Mindy should only see and talk to people Matt approves. Mindy wants out of the relationship but is afraid to tell Matt for fear the interaction will become physical.

**Sexual Assault:** The term "sexual assault" is defined as engaging in physical sexual activity without the consent of the other person. An act of sexual assault may involve:

- 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
- Taking advantage of the other person's incapacitation, including his or her voluntary intoxication, his or her state of intimidation, or other inability to consent

**Example 1:** Alex and Kris are at a party and both are drinking heavily. Alex is having trouble standing up, so Kris leads Alex over to a couch where Alex can lie down. Alex passes out and wakes up to find Kris on top of her, engaging in sexual activity.

**Example 2:** Terry and Leslie are working late on clients at the school salon. Terry thinks Leslie is being nice when Leslie offers to walk Terry home. Terry invites Leslie inside the house so they can continue their conversation. Leslie starts to kiss Terry, and Terry readily kisses Leslie back. Leslie starts touching Terry's genitals. Terry pushes Leslie's hand away and says, "No, I don't want to." Leslie becomes more forceful, and continues to fondle Terry's genitals despite Terry saying, "No!"

**Stalking:** The term "stalking" is defined as 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.

**Example 1:** Adrian meets Jesse through a class group project. The group members exchange telephone numbers and Jesse calls Adrian for help with the project. As the quarter goes on Jesse repeatedly asks her out on a date and he refuses to take no for an answer. Adrian is in fear of her safety and tells him that she is not interested in dating him, but Jesse continues with this behavior that is unwanted and unwelcome by Adrian. He repeatedly texts her throughout the day despite her requests that he stop texting her. Before each group meeting, Jesse waits outside the classroom to greet her, "What took you so long? I've been waiting for you for almost an hour, but I don't mind."

**Example 2:** Julian recently met Ashley, who works on campus. They've gone out a few times, always meeting at a public place, never at either person's home. Julian thinks these dates have been fun, but knows there isn't a serious future with Ashley and has told Ashley so. The next day, when Julian arrived at home, there were several notes left on the door from Ashley. The same thing happened again four times that week, with the same message asking if Ashley can have just one more chance. Julian, now in fear of her safety, arrives at home and sees Ashley sitting in a parked car staring directly at Julian's house.

**Consent:** Consent is:

**Informed:** Consisting of an affirmative, unambiguous, conscious decision by each participant to engage in mutually agreed-upon sexual activity.

**Voluntary:** Given without coercion, force, threats, or intimidation. Positive cooperation in the act or expression of intent to engage in the act pursuant to an exercise of free will.

**Revocable:** Consent to some form of sexual activity does not imply consent to other forms of sexual activity. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent has been revoked, sexual activity must stop immediately.

**Consent is given when a person is not:**

**Incapacitated:**

- Physical and/or mental inability to make informed, rational judgments

- States of incapacitation include, but are not limited to, unconsciousness, sleep, and blackouts
- Where alcohol or drugs are involved, incapacitation is defined with respect to how the alcohol or other drugs consumed impacts a person's decision-making capacity, awareness of consequences and/or ability to make fully informed judgments.

**A person cannot give consent if he or she is:**

- Unconscious or coming in and out of consciousness
- Under the threat of violence, bodily injury, or other forms of coercion, or if his/her understanding of the act is affected by a physical or mental impairment

**Other considerations with regard to consent include:**

- Silence does not equal consent; lack of verbal resistance does not constitute consent and lack of physical resistance does not constitute consent. Consent is not indefinite; consent may be withdrawn at any time, and at that time all sexual activity must cease unless or until additional consent is given.
- Minors and incapacitated persons cannot give consent. Whether the accused knew, or a reasonable person should have known, that the complainant was incapacitated

**Bystander Intervention:**

- Most people want to help in difficult situations
- Incorrectly assume that someone else will take action

**Phenomenon known as Diffusion of Responsibility:**

- Each bystander's sense of responsibility to help decreases as the number of witnesses increase
- End result is that nobody speaks up, comes forward, or helps

**This is not bystander apathy:**

- People may be genuinely concerned about the welfare of the victim
- Sincerely believe that someone else will help
- Another person is either more likely or more qualified or more capable

**What should you do?**

Specific interventions can be divided into four main types:

- **Engage:** say or do something that directly engages one or more of the parties involved
- **Distract:** say or do something to interrupt the interaction
- **Enlist:** ask for the help of someone else who may be better able to intervene
- **Delay:** say or do something after the difficult moment or incident has passed

**How do you decide what to do?**

Things to consider before you act:

1. Is the situation an emergency or non-emergency?
2. Should intervention be direct, indirect or both?

**DIRECT Emergency**

- Take someone's keys away, drive the person home
- Remove the person from the situation

- Administer CPR

### **INDIRECT Emergency**

- Call 911
- Seek assistance from a professional
- Distract the people involved
- Enlist help from others

### **DIRECT Non-Emergency**

- Talk to the person directly about the situation

### **INDIRECT Non-Emergency**

- Speak to and get help from someone with more expertise and/or authority: your campus Director, a campus administrator, or other professional

### **S.E.E.**

#### **Safe Responding:**

- Choose a course of action, direct or indirect, that best ensures the safety of those involved, including yourself

#### **Early Intervention:**

- Take action before the problem becomes worse

#### **Effective Helping:**

- Implement specific helping skills depending on the situation

### **Identifying Warning Signs**

Identifying some of the warning signs that may lead to a sexual offense or an act of sexual violence.

These behavioral warning signs may include, but are not limited to:

- **Jealousy** – excessive questions about who a partner spends time with
- **Controlling Behavior** – not allowing a partner to make personal decisions
- **Isolation** – curtailing a partner’s social interaction
- **Verbal Abuse** – saying things about or to a partner that are meant to be cruel
- **Blame-shifting for feelings and problems** – blaming a partner, family, or the School for one’s own inabilities or lack of responsibility
- **Making threats of violence** – saying things like “If you talk to him/her again, I’ll kill you.” Or “If you leave me, I will kill myself.”

### **What to say:**

If you suspect someone you know is a victim of a sexual offense or an act of sexual violence, talking with them about it can be difficult. The most important thing you can do is to let them know that they have support and that they do have options.

### **Some guidance on what to say and do can include:**

- Offer your support without judgment or criticism
- Tell him or her that you are concerned for his or her safety.
- Encourage him or her to get help

- Try to avoid a confrontation while doing so

### **Avoiding Potential Harm**

It's important to remember that while we can take steps to minimize risk, the only person to blame when a sexual offense or an act of sexual violence happens, is the perpetrator.

Strategies you can use for placing yourself in the best position to avoid harm and to minimize the risk of a sexual offense or an act of sexual violence. Some of these strategies include:

- Trust your gut instincts. If a situation does not feel right, don't worry about offending people, just leave.
- Notice when someone does not respect your boundaries, and not being afraid to assert your right to have your boundaries respected.
- Understand that most perpetrators of sexual violence look for someone in a vulnerable position. This understanding can help guide your actions and choices.

### **Other strategies for placing yourself in the best possible position to avoid harm and minimize risk may include:**

- Control access to your home or dorm room and your car by locking your doors and not leaving windows wide open if they provide easy access.
- Use "situational awareness" by noticing where you are and who is around.
- Do not be afraid to ask for help in situations that feel unsafe, such as asking for an escort to your parked car or asking people to walk with you.
- Travel in groups when possible and appropriate.

### **Reporting and Offense**

A sexual offense or an act of sexual violence can be very frightening and disorienting.

Often, victims do not know where to turn or how to reach out for assistance and help.

If you have been involved in a sexual offense or an act of sexual violence, you are encouraged to:

- Find a safe place
- Seek medical attention
- Get support
- Preserve evidence
- Report the crime

In addition, as the victim of a sexual offense or an act of sexual violence, you are also encouraged to report this to:

#### **your campus:**

- School Director
- Human Resources office
- Any manager, supervisor, department head, or other designated employee responsible for responding to reports of sexual violence

Even if you are a bystander witnessing, or received a report of, a sexual offense or an act of sexual violence, you are encouraged to reach out to any of these resources for guidance and assistance.

### **Investigation and Disciplinary Proceedings**

Campus proceedings to investigate and institute disciplinary action for sexual offenses or acts of sexual violence will:

- Provide a prompt, fair, and impartial investigation, and resolution.

- Be conducted by trained officials
- Use the standard of evidence set forth in the applicable policy

Both the accuser and the accused will have the same rights to have others present during an investigation and disciplinary proceedings, including an advisor of their choosing.

### **Investigation and Disciplinary Proceedings**

**All parties involved will be informed simultaneously in writing of:**

- Initial outcome of the proceeding
- Appeal rights
- Subsequent changes to the result, resulting from an appeal

To the extent permitted by law, the School will protect the confidentiality of victims by omitting victim identifying information from publicly available documentation.

### **Disciplinary Actions and Sanctions**

The following disciplinary actions and sanctions may be imposed, as appropriate, if a person is found to have committed a sexual offense or an act of sexual violence:

- Suspension
- Expulsion
- Termination of employment

Perpetrators of crimes may also be subject to criminal prosecution.

### **Campus Resources**

Depending on the circumstances and if reasonably available, victims may also request assistance with changing their:

- |                      |                            |
|----------------------|----------------------------|
| • Academic situation | • Transportation situation |
| • Living situation   | • Employment situation     |

Regardless of whether he or she chooses to report the sexual offense or act of sexual violence to campus or local law enforcement.

We hope this policy is helpful to all concerned and will help us to keep our campus a safe and pleasant learning environment.

### **VOTER REGISTRATION**

The school encourages its students to be registered voters and to exercise their right to vote. Students can register to vote in Nevada at [www.elections.nevada.gov/registration/](http://www.elections.nevada.gov/registration/). This information is provided to each student during the enrollment process.

### **STUDENT SERVICES, HOUSING AND COUNSELING**

The school conducts an orientation program on the first day of class which provides information about the instructional programs, goals of each course, policies affecting students and services available to students. Students have access to advising from members of the school staff regarding their program of study, progress, financial affairs, housing,

placement, or other areas in which the student may need assistance including referral to professional assistance when necessary. Students whose progress in the course is unsatisfactory are advised and provided any additional assistance available. When requested, the school may provide assistance and advisement in acquiring adequate housing facilities. A student requiring housing assistance should contact the school prior to enrollment. Housing is not provided by the school.

## **OSHA REQUIREMENTS**

In compliance with United States Department of Labor Occupational Safety and Health Administration requirements, the school advises its students of the chemicals used in cosmetology/related training. During the course work the student learns about the importance of safety in the workplace and how to use and follow the Material Safety Data Sheets (MSDS) for chemicals used in cosmetology or related training. During each unit of study, students are apprised of the various chemicals used and safe practices that apply. A complete file containing Material Safety Data Sheets for the chemicals used is available in the administrative office. The school endeavors to facilitate a safe environment for staff and students by teaching the proper and safe use of equipment, tools, and products. The school does not assume responsibility for injuries resulting from improper or unsafe use of equipment, tools, or products.

## **THEORY GUIDELINES**

Tuesday - Saturday

- 8:30am Attendance will be taken, anyone coming in after that will not be allowed to clock in and must come back at 12:00pm to clock in and do their 1 hour of theory.
- 8:30am – 8:45am Sanitation
- 8:45am - 9:45am Theory Class

Theory schedules are posted in the classrooms and will be followed. New chapters will start on Tuesdays and tests will be on Fridays. If you know you know you will miss a Friday test prior to Friday, please make arrangements with your instructor to make up the test.

If you miss a Friday, you will have to make the test up on Saturday. Any test score under 75% will have to be retaken and tests may not be retaken on the same day they were originally completed. Make-up exams need to be taken within 5 days of original test date.

Cell phones are not permitted in the theory classroom unless the instructor has instructed the student to have them.

## **SANITATION**

Sanitation is a school requirement. Everyday students are assigned their required sanitation which must be signed off by an instructor. Students are responsible for the classroom of their chosen career, this not just the phase one student's responsibility. If a student chooses to skip out on their sanitation, they will lose special privileges.

- 1<sup>st</sup> offense – 1 week
- 2<sup>nd</sup> offense – 2 weeks
- 3<sup>rd</sup> offense – 1 month
- 4<sup>th</sup> offense – indefinitely

Special privileges include but are not limited to:

- Receiving student services
- Performing student services
- Performing services on yourself

## **LEAVE OF ABSENCE POLICY**

An authorized leave of absence (LOA) is a temporary interruption in a student's program of study. LOA refers to the



specific time period during a program when a student is not in attendance. A Leave of Absence is restricted to Medical, Military, or Family Emergency. For an LOA to qualify as an approved LOA, the request for leave of absence must be submitted in advance in writing, must include the reason for the student's request, the expected return date and must be signed by the student. In the event that unforeseen circumstances prevent a student from providing the request prior to the LOA, the Institute will document the reason for granting the LOA and will require the request from the student at a later date. In this instance, the beginning date of the approved LOA would be determined by the Institute to be the first date the student was unable to attend the Institute because of the circumstance. Students requesting a leave of absence from the institution must submit a written request to the Registrar in advance of the time off requested. The request should be signed and dated by the student and must contain the dates the student expects to be unable to attend school, including the date the student expects to return to school. All leave of absence requests must be approved by the Institute Director. A student on a leave of absence will incur no additional charges by the school. A Leave of Absence and/or failure to return from a Leave of Absence may affect your loan interest rates and/or repayment timeline. Please see your Financial Aid representative for more information. The LOA, together with any additional leaves of absence, must not exceed a total of 20 days in any 12- month period. An LOA has to be a minimum of 5 consecutive school days to qualify. A student granted an LOA that meets these criteria is not considered to have withdrawn, and no refund calculation is required at that time. The Institute will extend the student's contract period by the same number of days taken in the LOA. 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. If a student loan recipient takes an unapproved LOA or does not return from an approved leave of absence, the withdrawal date will be set retro actively and the student could have used up some or all the grace period for their loan. The grace period starts on the last day of attendance. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance. All refunds will be due 45 days from the date of determination. Any student failing to return to the Institute after the expiration of a leave of absence will be withdrawn from school on that day and the withdrawal date will be their last day of attendance. Students who do not return are required to complete an exit interview with the Institute's Registrar.

## **DROP-OUT POLICY**

The student's enrollment may be terminated at the election of the Institute Dean, if the student's academic progress, behavior, absences, lateness, dress does not conform to the requirements, rules and regulations of the Institute (as stated in the Student Catalog) or failure to keep their financial obligation; in which event, the extent of the student's tuition obligation will be in accordance with the Institute's refund policy.

## **RENROLLMENT POLICY**

Students desiring to reinstate in the Institute within six months of their last date of attendance will be readmitted at their original cost. Students desiring to re-enroll in the Institute after a 6-month lapse must sign a new enrollment agreement. The new enrollment agreement will be based on the current cost of tuition and fees; however, the previous hours earned may be used as credit in computing new charges, depending on the elapsed time between the last day attended and re-enrollment. Please consult with your Admissions Representative regarding the Institute's transfer policy for specific information. A student re-enrolling re-enters at the same progress status as when they left. A re-enrolling student failing to meet minimum satisfactory progress requirements at the time of withdrawal will have the same status when they return. Re-enrolling students on probation are not eligible to receive Financial Aid and will be admitted on a cash basis only. Financial Aid may be reinstated when the student achieves satisfactory progress at their next evaluation point.

## **CLASS START DATES**

Cosmetology 2023 – June 13<sup>th</sup>, September 26th

Hair Design 2023 –

Esthetician 2023 –

Nail technology 2023 –

Provisional Instructors will start as needed per the instructor's schedule.

\*Management reserves the right to modify class start dates when necessary. All students are required to attend a mandatory Orientation session scheduled on or before their start date.

## **COSMETOLOGY**

This is a program of study in the basic services, theories and principles of Cosmetology Arts and Sciences. The minimum length of the program is 1600 clock hours. The program length for the full-time schedule is 40 weeks and the part time schedule is not available at this time. AM Beauty Institute students are trained using the AM Beauty Institute Cutting and Color system, which utilizes verbal, written, visual and hands-on instruction throughout the classroom and clinic floor practicum. Along with high-quality technical training students will learn career development skills such as client consultation, business tracking systems, and marketing strategies incorporated in the AM Beauty Institute Best in Business course as well as receiving Financial Literacy training. Our curriculum meets or exceeds the minimum standards set forth by the Nevada State Board of Cosmetology.

### ***Course Objectives:***

Upon completion of the 1600-hour program, the student will have had the opportunity to acquire the technical abilities and the academic theories in compliance with the requirements of the Nevada State Board of Cosmetology. The skills and theories of each service are presented in a progressive manner permitting each student to acquire the maximum degree of technical ability and knowledge in a minimal length of time.

| <b><i>Hours</i></b> | <b><i>Subject</i></b> | <b><i>Hours</i></b> | <b><i>Subject</i></b> |
|---------------------|-----------------------|---------------------|-----------------------|
| 250                 | Theory                | 25                  | Manicuring            |
| 125                 | Sanitation            | 50                  | Pedicuring            |
| 150                 | Scalp Treatments      | 75                  | Nail Enhancement      |
| 250                 | Hair Cuts             | 25                  | Make Up               |
| 250                 | Chemical Services     | 75                  | Facial Treatments     |
| 125                 | Styling/Updos         | 60                  | Waxing                |
| 75                  | Modeling              | 15                  | Financial Practices   |
| 25                  | Life Skills           | 25                  | Product Knowledge     |

## **HAIR DESIGN**

This is a program of study in the basic services, theories and principles of Hair Design. The minimum length of the program is 1000 clock hours. The program length for the full-time schedule is 25 weeks and the part time schedule is not available at this time. AM Beauty Institute students are trained using the AM Beauty Institute Cutting and Color system, which utilizes verbal, written, visual and hands-on instruction throughout the classroom and clinic floor practicum. Along with high-quality technical training students will learn career development skills such as client consultation, business tracking systems, and marketing strategies incorporated in the AM Beauty Institute Best in Business course as well as receiving Financial Literacy training. Our curriculum meets or exceeds the minimum standards set forth by the Nevada State Board of Cosmetology.

### ***Course Objectives:***

Upon completion of the 1000-hour program, the student will have had the opportunity to acquire the technical abilities and the academic theories in compliance with the requirements of the Nevada State Board of Cosmetology. The skills and theories of each service are presented in a progressive manner permitting each student to acquire the maximum degree of technical ability and knowledge in a minimal length of time.

| <b><i>Hours</i></b> | <b><i>Subject</i></b> | <b><i>Hours</i></b> | <b><i>Subject</i></b> |
|---------------------|-----------------------|---------------------|-----------------------|
| 150                 | Theory                | 75                  | Sanitation            |
| 150                 | Scalp Treatments      | 225                 | Hair Cuts             |
| 225                 | Chemical Services     | 100                 | Styling/Updos         |
| 30                  | Modeling              | 10                  | Financial Practices   |

## ESTHETICIAN

This is a program of study in the services, theories and principles of Esthetician. The minimum length of the program is 600 clock hours. The program length for the full-time schedule is 23 weeks and the part time schedule is not available at this time. AM Beauty Institute students are trained using the AM Beauty Institute method which utilizes verbal, written, visual and hands-on instruction throughout the classroom and clinic floor practicum. Along with high-quality technical training students will learn career development skills such as client consultation, business tracking systems, and marketing strategies incorporated in the AM Beauty Institute Best in Business course as well as receiving Financial Literacy training. Our curriculum meets or exceeds the minimum standards set forth by the Nevada State Board of Cosmetology.

### *Course Objectives:*

Upon completion of the 600-hour program, the student will have had the opportunity to acquire the technical abilities and the academic theories in compliance with the requirements of the Nevada State Board of Cosmetology. The skills and theories of each service are presented in a progressive manner permitting each student to acquire the maximum degree of technical ability and knowledge in a minimal length of time.

| <i>Hours</i> | <i>Subject</i>    | <i>Hours</i> | <i>Subject</i>      |
|--------------|-------------------|--------------|---------------------|
| 100          | Theory            | 50           | Sanitation          |
| 95           | Facial Treatments | 90           | Make Up             |
| 90           | Waxing            | 100          | Lash Treatments     |
| 30           | Modeling          | 10           | Financial Practices |
| 20           | Life Skills       | 15           | Product Knowledge   |

## NAIL TECHNOLOGY

This is a program of study in natural nail care and artificial nail enhancement application. The minimum length of the program is 600 clock hours. The program length for the full-time schedule is 15 weeks and the part time schedule is not available at this time. AM Beauty Institute students are trained using a method that utilizes verbal, written, visual and hands-on instruction throughout the classroom and clinic floor practicum. Along with high-quality technical training students will learn career development skills such as client consultation, business tracking systems, and marketing strategies incorporated in the AM Beauty Institute Best in Business course as well as receiving Financial Literacy training. Our curriculum meets or exceeds the minimum standards set forth by the Nevada State Board of Cosmetology.

### *Course Objectives:*

Upon completion of the 600-hour program, the student will have had the opportunity to acquire the technical abilities and the academic theories in compliance with the requirements of the Nevada State Board of Cosmetology. The skills and theories of each service are presented in a progressive manner permitting each student to acquire the maximum degree of technical ability and knowledge in a minimal length of time.

| <i>Hours</i> | <i>Subject</i> | <i>Hours</i> | <i>Subject</i>      |
|--------------|----------------|--------------|---------------------|
| 100          | Theory         | 50           | Sanitation          |
| 100          | Manicuring     | 150          | Nail Enhancements   |
| 100          | Pedicuring     | 25           | Nail Art            |
| 30           | Modeling       | 10           | Financial Practices |
| 20           | Life Skills    | 15           | Product Knowledge   |

## PROVISIONAL INSTRUCTOR

This is a program of study in Cosmetology Instructing. The minimum length of the program is 500 clock hours. The program length is dependent of the hours available for the instructor to work. AM Beauty Institute Provisional Instructor students are trained on the job using a method that utilizes verbal, written, visual and hands-on instruction throughout the classroom and clinic floor practicum. Along with high-quality technical training Provisional Instructor students will learn how to instruct students on career development skills such as client consultation, business tracking systems, and marketing. Our curriculum meets or exceeds the minimum standards set forth by the Nevada State Board of Cosmetology.

### Course Objectives:

Upon completion of the 500-hour program the Provisional Instructor student will have had the opportunity to acquire the technical abilities and the academic theories in compliance with the requirements of the Nevada State Board of Cosmetology. The skills and theories of each service are presented in a progressive manner permitting each Provisional Instructor student to acquire the maximum degree of technical ability and knowledge in a minimal length of time. Completion of the provisional training is not a guarantee of employment.

| <i>Hours</i> | <i>Subject</i>        | <i>Hours</i> | <i>Subject</i>       |
|--------------|-----------------------|--------------|----------------------|
| 100          | Teaching Techniques   | 100          | Lesson Plans         |
| 100          | Overcoming Objections | 50           | Supervising Students |
| 50           | Classroom Management  | 100          | Time Management      |

## ADMINISTRATIVE STAFF AND FACULTY

Janet Rodriguez – Manager/Instructor                      Jonathan Rodriguez – Dean of Admission

### Instructors

Janet Rodriguez- Esthetics Instructor  
 Mckenzie Wheatley- Cosmetology Instructor  
 Amy Brough- Provisional Nail Instructor

## PROGRAM COST BREAKDOWN

### Cosmetology

Tuition - \$17,000.00  
 Cosmetology Kit – \$2,640.00 Non-refundable  
 Registration Fee - \$100.00 Non-refundable  
 Processing Fee - \$1600.00  
 Lab Fee – \$1,000.00  
 TOTAL \$22,340.00

### Nail Technology

Tuition - \$6,000.00  
 Nail Technology Kit – \$810.00 Non-refundable  
 Registration Fee - \$100.00 Non-refundable  
 Processing Fee – \$600.00  
 Lab Fee - \$500.00  
 TOTAL \$8,010.00

### Hair Design

Tuition - \$13,000.00  
 Hair Design Kit – \$1,445.00 Non-refundable  
 Registration Fee - \$100.00 Non-refundable  
 Processing Fee - \$1000.00  
 Lab Fee – \$1000.00

### Esthetician

Tuition - \$11,000.00  
 Esthetician Kit – \$1,005.00 Non-refundable  
 Registration Fee - \$100.00 Non-refundable  
 Processing Fee – \$600.00  
 Lab Fee - \$800.00

TOTAL \$16,545.00

TOTAL \$13,505.00

**Provisional Instructor**

Tuition - \$0.00 (Pay Scale \$12.00 per/hour)

Kit – N/A

Registration fee - \$95.00

**Payment Methods include**

Cash/Check

Credit

TFC – 3<sup>rd</sup> Party Payment Plan up to 10 months

Financial Aid Pending