

Aveda Arts & Sciences Institutes

Student Handbook

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VITAL INFORMATION

Owner: Beauty Basics, Inc.
General Manager – Kalli Blackwell Peterman

Licensed by: Texas Department of Licensing and Regulation (TDLR)
920 Colorado Street
Austin, TX 78701
512.463.6599

Accredited By: National Accrediting Commission of Career Arts and Sciences
3015 Colvin Street
Alexandria, VA 22314
703.600.7600

Certified By: U.S. Department of Education
400 Maryland Ave. SW
Washington, DC 20202
1.800.437.0833
Region VI – Dallas 214.880.3044

Corporate Office: 303 South Pine St.
Hammond, LA 70403
985.520.478

School Information: **Aveda Arts & Sciences Institute Dallas**
8188 Park Lane, Suite C-150
Dallas ,TX 75231
214.363.1291
1.888.44.AVEDA
Federal School Code: 026009

Website: **www.avedaarts.edu**

Aveda Arts & Sciences Institute Mission Statement

Vision:

To awaken people to the potential of beauty by elevating generations of creatives.

Position:

To transform passion into purpose by empowering students to achieve their potential.

Aveda Arts & Sciences Institute School Curriculum Mission Statements

COSMETOLOGY

The curriculum is designed to prepare students for the State Licensing examination and for gainful employment. A student will learn the technical, personal and business skills to be able to work in a professional salon as a cosmetologist, retail sales specialist, salon manager or owner.

ESTHIOLOGY

The curriculum is designed to prepare students for the State Licensing examination for estheticians and for gainful employment. A student will learn specialized techniques to purify, balance and renew the skin and study international trends in makeup. Job opportunities are available in the salon, medical and retail industries as Esthetician and Makeup Artist.

ADVISORY BOARD

The Advisory Board consists of full-time staff members, representatives from the student body, and representatives from salons, vendors and other service providers. A current list of Advisory Board members is available on request. The Advisory Board meets as needed, but no less than annually.

STUDENT STANDARDS

Aveda Arts & Sciences Institute's corporate values dictate **standards** of professionalism that govern student behavior.

There are three standards:

1. Student Appearance
2. Student Conduct
3. Student Attendance

Termination may result from any infractions on the above standards.

STANDARD I: STUDENT APPEARANCE

Aveda Arts & Sciences Institutes maintain an esthetic standard for students, which encompass all aspects of personal hygiene and grooming (i.e. hair, makeup, facial hair, nails, etc.) and a strict dress code requirement. Students are to arrive at school groomed, in uniform and in compliance with all appearance standards. If in the opinion of the staff, a student's appearance does not conform to the standards, the student will be sent home.

DRESS CODE

Because every student is a future employee, manager or entrepreneur, standards of professionalism must be met in preparation of the demands of the industry.

Maintaining a professional appearance is vital to success. A professional appearance at Aveda Arts & Sciences Institutes is:

- Student dress code is all black.
- Nametags must be worn at all times.
- Shirts must be solid black (no prints or lace). Sleeveless shirts including tank tops are not permitted. Shirts must cover shoulders, underarms, midriff area, and lower back. No exposed skin. Complete coverage of underarms, cleavage, bare midriff, or stomach and back while raising your arms, stooping, and bending. Writing is not permitted on shirts unless it is an Aveda Arts & Sciences Institute-approved T-Shirt. No hooded shirts or sweatshirts. No pilled, tattered, cut, or worn-out tops.
- Pants, knee-length skirts, and dresses must be professional and solid black. Pants are defined as having a zipper and a button and must not touch the ground. Clothing considered unprofessional includes sweatpants, shorts, and overalls.
- Footwear must be professional in appearance and must have a closed toe and closed heel. Crocs and similarly styled shoes are not permitted. Colored footwear is permitted. Because of noise levels, heels are not permitted for Spa Students. All shoes must be clean, polished, not scuffed, and in good repair. *Some states require only leather or leather-like material. Check with your Admissions Manager for clarification on your state regulation.
- Students may accessorize with colored belts, scarves, jewelry, and socks.
- Hats or bandanas are not permitted. Cultural or religious headwear is permitted.

- An apron will be supplied in the student kit and should be clean, neat, not torn, unstained, unaltered, and worn at all times when in the building. If it does not meet these standards, the student has 24 hours to replace it from Aveda Arts & Sciences Institute at the student's expense.
- All clothing must be clean, neat, pressed, and in good repair and reflect current fashion at an elevated taste level, as determined by the educator. Jewelry, including piercings, may be worn in moderation. Tattoos must be covered if suggestive, sexual, or offensive in nature.
- Headphones and cell phones are not allowed in the clinic, classroom, bathrooms, or hallways. These items must be stored in your locker and may only be used in the breakroom, outside the building, or as otherwise permitted by an educator in limited circumstances.
- Synthetic perfumes are not allowed. Pay close attention to your scent. Be aware that certain foods, smoking, personal hygiene, and your health may affect your scent. Gum chewing is not allowed, but breath mints are highly encouraged. You will be working in close proximity of your guests during services. Hands must be washed prior to servicing each guest and all other appropriate times. A very light aroma is refreshing. Anything heavier will bother other people.
- Aveda products only should be worn – including aromas. Hair/Make-up/Nails should reflect both the taste level of Aveda Arts & Sciences Institute and enhance your own personal style. Having a current, attractive, well-maintained hairstyle expresses your taste level as well as your self-confidence. We are our best advertisement. Hair must be clean and styled and given a finished current look prior to arriving. Students are not permitted to use the makeup units in the retail area without the assistance of a Retail Adviser.

*There will be opportunities for students to dress in Aveda Arts & Sciences Institute-approved t-shirts and jeans on designated days. Participation in these events may require a donation to be made to the school's Earth Month fund and is optional.

*Educators reserve the right to send any student home if whose choice of attire is unprofessional.

STANDARD II: STUDENT CONDUCT

Students are expected to conduct themselves in a professional manner at all times. The following code of conduct will be adhered to:

- A) To maintain a learning environment for all students, anyone who is disruptive in the classroom or clinic floor (rudeness, foul language, or other unprofessional behavior) may be suspended or expelled. Dishonesty, disrespect, impertinence, or failure to follow the directives of any staff member may result in suspension or termination.
- B) Food, candy, and gum are allowed in the break room only. Aveda water bottles are the only item allowed on the clinic floor or the classroom.
- C) Aveda Arts & Sciences Institutes are smoke-free facilities.
- D) Use, consumption, or possession of illegal drugs or alcohol on the school premises is prohibited.
- E) Carrying a concealed or potentially dangerous weapon is prohibited.

- F) Photographs and recordings (including any images or recordings captured by a smart phone or tablet) taken on campus or at a school-sponsored event are only permissible with the knowledge and consent of all parties involved.
- G) Under no circumstances are students allowed to use the phones at the front desk.
- H) Students are not permitted to have visitors during school hours, including on campus lunch breaks.
- I) Time Clock: Students are to clock in and out in the designated area. Students may not clock another student in. **Violation of this rule will result in termination.** No corrections can be made in the time clock. Failure to clock in/out will result in a loss of hours. See “*Time Clock Policy*” handout issued in Orientation.
- J) Students will take hour lunch breaks scheduled by their Educator. Students must clock in and out when leaving and returning from lunch.
- K) Each student is responsible for his or her equipment. Kits must be in the student’s possession at all times.
- L) Stealing, defacing, or damaging student or school equipment is prohibited.
- M) All students must keep their working area clean (station, chair, floor, shampoo bowl, etc).
- N) Students are not allowed to do beauty work outside the school, or work in a licensed salon, unless specifically permitted by State Board Regulation. If a student is interviewing with a salon for post graduate employment, and that interview requires the student to miss school and/or demonstrate competencies in the salon, communicate that to your Director.
- O) All services performed must have a traveler generated by the Guest Care team. All appointments are to be booked by the Guest Care Coordinator.
- P) Where applicable, students may receive services off-the-clock on Monday through Thursday at the Educator’s discretion and receive a 50% discount off all services. Student must be in good standing, which includes regular attendance. All services must be paid for at the time of completion. Services must be booked at the Front Desk.
- Q) Changes in policy, current events and any new information is conveyed to students at State of the Enterprise meetings, posted on the student bulletin board or in Learn Aveda, or via email. All students are expected to participate in State of the Enterprise Meetings.
- R) Students are to enter and exit the school through the designated door only. The school will be opened for students 15 minutes prior to class starting time, unless a special class has been scheduled.
- S) PARKING: Students are to park in the designated student parking area only.
- T) Any student who refuses a client will be suspended for the day. A student may be expelled if the behavior occurs more than once.

Respectful Environment Policy

Aveda Arts is committed to maintaining a positive and professional working and learning environment in which all people are treated with dignity and respect, as well as providing healthy and safe workplace and learning environments that are free from unlawful discrimination and harassment including intimidating, hostile, or offensive conduct. All forms of inappropriate or unlawful conduct are contrary to this policy and the Company's values and will not be tolerated.

The scope of this policy applies to students, partners and guests.

Hate Speech

For the purpose of this policy, hate speech is speech that offends, threatens, or insults groups, based on race, color, religion, national origin, sexual orientation, gender identity, disability or other traits. What a partner/student posts on social media – even in their own personal page could also be hate speech if it attacks a specific group of people.

Students must refrain from racial, ethnic or homophobic slurs, personal insults, obscenity, harassment, threats and any other such conduct including posts made on social media sites. Students must never harass, threaten, libel or defame fellow students, partners or guests.

Students must avoid using statements, photographs, video or audio that reasonably could be viewed as invasive of another individual's privacy, discriminatory, defamatory, malicious, obscene, threatening or intimidating, that disparages other students, or that might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile environment on the basis of race, color, religion, national origin, sexual orientation, gender identity, disability or any other status protected by law or school policy.

In this regard, there is no distinction if the post was made while in or out of school. Violation of this policy may result in disciplinary action up to and including termination.

STANDARD III: STUDENT ATTENDANCE

Aveda Arts & Sciences Institute's attendance policies are thoroughly covered in orientation and will be strictly followed.

Each curriculum has required days and hours of attendance. Once the student has enrolled into the Institute and has signed the enrollment agreement, which outlines their attendance schedule, the student must adhere to their contract and cannot change their attendance schedule unless approved in writing by Aveda Arts & Sciences Institute.

There are six (6) policies that govern attendance:

1. Tardy Policy
2. Absentee Policy
3. Make-Up Policy
4. Satisfactory Academic Progress Policy
5. Leave of Absence Policy

1. TARDY POLICY

Students must clock in by the published start time listed. Students arriving late will not be permitted to clock in.

*The Educational staff reserves the right to make exceptions for unforeseen circumstances.

2. ABSENTEE POLICY

Attendance is evaluated at the conclusion of each phase. In order to advance to the next phase, students must achieve **90%**. This requirement is in addition to the minimum attendance threshold of 67% outlined in the Satisfactory Academic Policy, which is required to maintain eligibility as a student.

- Attendance is monitored every 14 days for attendance compliance and unofficial withdrawals.
- Students must call in and report his/her absence by 8am.
- Students are encouraged not to leave school mid-day unless extenuating circumstances occur. Students should notify their Educator and Student Care Manager in advance when possible.
- The Educational staff reserves the right to make exceptions for unforeseen circumstances and revoke the early leave privilege if abused.
- Students who are dropped from the program have 10 business days to remove their personal belongings from their assigned locker.

Veterans' Attendance Policy:

Excused absences will be granted for extenuating circumstances only. All excused absences will be substantiated by entries in students' file. Tardies and/or early releases for any portion of a class will be counted as one absence. Students with absences exceeding **20% of total scheduled hours in a calendar month** will be **terminated from their VA benefits** for unsatisfactory attendance. In order to show that the cause of unsatisfactory attendance has been removed, students must show good attendance (as defined) for one

calendar month after being terminated for unsatisfactory attendance. After such time, the student may be recertified for VA education benefits. The student's attendance record will be retained in the veteran's file for USDVA and SAA audit purposes. All VA students must complete the program within the SAA approved number of program hours.

3. MAKE-UP POLICY

Make-up work is required of any absence and there is no charge for make-up work. Students will be provided opportunities to make up hours, or to complete the course within 100% by attending classes on days they are not scheduled. Students' make up schedules are managed and approved by the Aveda Arts & Sciences Institute staff.

Any student choosing to make up hours must follow these guidelines:

- Report to Student Records by designated class start time to receive your assignment. If Student Records is not available, report to the Director/Asst. Director to receive your assignment.
- Participate in all scheduled theory/practical assignments
- Stay the duration of the school day. Students may not make up time by attending partial days.

Abuse of the makeup policy may result in disciplinary action and/or termination from the program.

Students in the first phase who miss more than 10% of scheduled hours will be required to repeat the phase unless the student can demonstrate competency in all technical aspects of the phase and all other phase requirements are met successfully. There is a \$1,000 charge to repeat the phase and this charge may not be paid with Title IV funds. Prior to repeating the phase, the fee must be paid in full, or arrangements secured through TFC Financing.

Instructor Training/Instructor/Cosmetology Instructor/Esthiology Instructor Training students can make up time during any unscheduled day contingent upon the Director's approval. There is no fee associated with repeating a phase.

Progressing through Phases:

After completing all weeks in the phase, students can advance to the next phase if the student meets the following requirements:

- Must have a 90% attendance rate
- Complete all model workshops to standard
- Pass Universal Theory final

Students who do not meet the above requirements will continue in the phase. During this time the student will complete model assignments, receive remedial work, and make up missed hours to meet the phase standards and requirements. As soon as the student meets the above requirements, they will proceed to the next phase.

No student will move to the next phase until they complete all requirements and are at a 90% attendance rate. Students who remain in the phase will be assigned specific work to bring them up to standards. No student will be allowed to graduate from Aveda Arts & Sciences Institute until all hours and requirements have been met. Students are not permitted to use repeat hours towards graduation.

4. SATISFACTORY ACADEMIC PROGRESS (SAP) POLICY

The Satisfactory Progress Policy is consistently applied to all students enrolled at the school. 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.

EVALUATION PERIODS

Students are evaluated based on actual hours for Satisfactory Progress as follows:

Cosmetology (1500-hr program/50 weeks): 450 hrs/15 weeks; 900hrs/30 weeks; and 1200 hrs/40 weeks

Cosmetology (1000-hr program/34 weeks): 500 hrs/17 weeks

Esthiology (750-hr program/25 weeks): 375 hrs/12.5 weeks

Evaluations will determine if the student has met the minimum requirements for satisfactory academic progress. The frequency of evaluations ensures that students have ample opportunity to meet both the attendance and academic progress requirements of at least one evaluation no later than the midpoint of the course or the academic year, whichever occurs sooner. An academic year is defined as 900 clock hours, except: for the 1000-hour Cosmetology program an academic year is defined as 1000 clock hours. All elements of satisfactory academic progress are calculated on a cumulative basis.

ATTENDANCE PROGRESS EVALUATIONS

Students are required to attend a minimum of 67% of the hours possible based on the applicable attendance schedule in order to be considered maintaining satisfactory attendance progress. Evaluations will be completed within seven (7) school business days following 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.

MAXIMUM TIME FRAME

The maximum time (which does not exceed 150% of the course length) allowed for students to complete each course at satisfactory progress is stated below. Students who do not complete the course within the maximum time frame will be terminated from school.

COSMETOLOGY: 1500 hours

12 months; Maximum Time Frame - 18 months

COSMETOLOGY: 1000 hours

8 months; Maximum Time Frame - 12 months

ESTHIOLOGY: 750 hours

6 months; Maximum Time Frame - 9 months

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 at the same intervals as attendance.

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. Comprehensive practical skills evaluations will be conducted during the course of study. Practical skills are evaluated according to text procedures and set forth in practical skills evaluation criteria adopted by the school. Students must maintain a cumulative written grade average of 80% comprised of academic and practical work and pass a FINAL written and practical exam prior to graduation. Students must make up failed or missed tests and incomplete assignments. Numerical grades are considered according to the following scale:

Excellent	90% -100%
Satisfactory	80% - 89%
Unsatisfactory	0% - 79%

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. If a student is NOT making satisfactory progress at evaluation time, the student will be placed on warning status. A student who does not achieve the minimum requirements is no longer eligible for Title IV, HEA program funds, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in the status of probation.

Students will be notified of any evaluation results that do not meet the minimum requirements for academics or attendance. Satisfactory academic progress evaluation results are maintained by and available for review in the financial aid office.

WARNING

Students who do not meet minimum requirements for attendance and academic progress at an evaluation period are placed on warning until the next scheduled evaluation and are eligible for financial aid while in the warning period. If, at the end of the warning period, the student has still not met both the attendance and academic requirements, the student will be deemed to not be making satisfactory progress and all financial aid will be terminated and the student may be subject to termination from the school.

PROBATION

Students who do not meet minimum requirements for attendance and academic progress at the end of the warning period may appeal the negative satisfactory progress determination and must prevail on the appeal before being placed on probation. Additionally, only students who have the ability to meet satisfactory progress by the end of the probationary period may be placed on probation. The student will be provided a written academic plan outlining 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, s/he will be determined as NOT making satisfactory academic progress and, if applicable, will not be eligible to receive Title IV funds and will be terminated from school.

APPEAL PROCEDURE

If a student is determined to not be making satisfactory progress, the student may appeal the determination. The student must submit a written appeal to the school, within 10 days of the negative determination, 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. Reasons for which a student may appeal are death of a relative, injury or illness of the student, or other allowable special circumstances. Acceptable supporting documentation a student may submit regarding why the student failed to make satisfactory academic progress includes, but is not limited to: an obituary, death certificate, physician's statement, police report, attorney's letter, or other third-party professional documentation on official letterhead or notarized that covers the period of difficulty. Appeal documents will be reviewed at a hearing within five days of the receipt of the written appeal. The Financial Aid Director will notify the student of the decision within three business days of the hearing. The appeal and decision documents will be retained in the student file.

RE-ESTABLISHMENT OF SATISFACTORY PROGRESS

Students who are receiving Title IV Funds and who have **not achieved satisfactory progress** by the end of the probationary period in either academics or attendance will **not be eligible for Title IV Aid until satisfactory progress has been achieved**. Once federal monies have been terminated, the balance of the tuition owed is the responsibility of the student. Students may re-establish satisfactory progress and eligibility for Title IV aid, as applicable, by meeting minimum attendance and academic requirements by the end of the warning or probationary period.

INTERRUPTIONS AND 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 calendar 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 later re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal.

INCOMPLETES, REPETITIONS, NONCREDIT AND REMEDIAL COURSES

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

TRANSFER HOURS

With regard to satisfactory academic progress, a student's transfer hours from another Aveda Institute will be counted as both attempted and earned hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory progress evaluation periods are based on actual contracted hours at the Institute.

6. LEAVE OF ABSENCE POLICY

This Leave of Absence Policy applies to all students and students must follow this policy in requesting a leave of absence. A student may be granted more than one leave of absence in any 12-month period, however the total combined leave time may not exceed 180 calendar days. The minimum number of days requested for a leave of absence must be one calendar week. All requests for a leave must be submitted in advance, in writing (unless unforeseen circumstances prevent the student from doing so), include the reason for the student's request, and the student's signature. When a student does not submit the request prior to a leave of absence that is granted due to unforeseen circumstances, the Institute will document the reason for its decision and will collect the request from the student at a later date. Permission for a leave of absence will be evaluated on an individual case-by-case basis and will be granted at the discretion of the Director/Assistant Director only in extenuating circumstances. The institute must determine that there is a reasonable expectation that the student will return from the leave, and the date of expected return must be specified in the request. Students will not be assessed additional charges as a result of taking an approved leave of absence.

A student granted a leave of absence meeting these requirements is not considered to have withdrawn, and no refund calculation is required. However, if the student does not re-enter within the specified time and has not notified the institution, the student's enrollment will be terminated and s/he will be granted a refund according to the refund policy. The withdrawal date is determined by the last date the student attended class. Students who return from a leave of absence must return to the same schedule they were attending prior to the leave. The student's contracted graduation date and maximum time frame will be extended by the same number of calendar days taken in the approved leave of absence. Changes to the contract period will be made by changes to the enrollment agreement initialed by all parties or an addendum to the enrollment agreement signed by all parties.

If a student must take a leave:

- The student shall submit a Leave of Absence Request form to the Director or Student Care Manager of the Institute.
- The leave must be approved by the Director. Approval decisions will be made in accordance with this policy.
- If the leave of absence is due to unforeseen circumstances (i.e., accident, etc.) the beginning date of the approved LOA would be the first date the student was unable to attend school.

If a student's leave of absence is NOT approved, and the student needs to be absent the student will have to withdraw and apply for re-enrollment when the student is able to return. All drop/refund policies will be applied.

Any leave of absence is subject to the approval of the Institute Director or Student Care Manager. Due to the nature of the curriculum in the first phase, there will be no leaves of absence granted during this phase.

VA students will be terminated from VA educational benefits while on an approved leave of absence.

NO LEAVE OF ABSENCE SHALL EXCEED 180 CALENDAR DAYS.

The Institute reserves the right to verify the authenticity of all doctor's excuses with healthcare provider.

Additional Information:

Students must remove their belongings from their assigned locker before taking a leave of absence.

Please note that any student who fails to return to the school at the end of an approved leave of absence is considered to have withdrawn from the school. Locker contents will be held for 10 days after the drop date, after which they will be discarded.

ADVISING PROCEDURES

Students are advised regarding:

- Satisfactory Academic Progress (SAP)
- Academics and Attendance per phase
- Professionalism
- Career Opportunities
- Scheduled advising occurs at:
 - Enrollment (Orientation)
 - Phase completion
 - Completion of Required Hours for Course
 - Receipt of Progress Report
- Students are also advised on an “as needed” basis

GRADUATION, LICENSING AND PLACEMENT

Aveda Arts & Sciences Institutes are proud of our track record in graduating students, preparing them for the State Board examinations and assisting them in employment.

The following information is contained in the 2021 Annual Report to the National Accrediting Commission of Career Arts & Sciences (NACCAS).

	<u>028069 (Aveda Arts & Sciences Institute Covington and additional locations)</u>	<u>028042-00 (Aveda Arts & Sciences Institute Baton Rouge)</u>	<u>028001-00 (Aveda Arts & Sciences Institute Lafayette and additional locations)</u>	<u>053194 (Aveda Arts & Sciences Institute Corpus Christi and additional locations)</u>
Graduation	All programs: 73.12% Cosmetology: 60.51% Esthiology: 88.29% Instructor Training: 94.29%	All programs: 65.49% Cosmetology: 65.00% Instructor Training: 100%	All programs: 84.13% Cosmetology: 74.05% Esthiology: 91.285% Instructor Training: 75.00%	All programs: 68.06% Cosmetology: 50.57% Esthiology: 88.89% Instructor Training: 50.00%
Licensure	All programs: 93.88% Cosmetology: 93.64% Esthiology: 93.84% Instructor Training: 100%	All programs: 77.46% Cosmetology: 76.81% Instructor Training: 100%	All programs: 90.51% Cosmetology: 92.62% Esthiology: 91.11% Instructor Training: 93.65%	All programs: 100% Cosmetology: 100% Esthiology: 100% Instructor Training: 100%
Placement	All programs: 71.00% Cosmetology: 75.61% Esthiology: 66.04% Instructor Training: 100%	All programs: 92.47% Cosmetology: 92.31% Instructor Training: 100%	All programs: 71.53% Cosmetology: 78.35% Esthiology: 66.85% Instructor Training: 100%	All programs: 68.86% Cosmetology: 71.59% Esthiology: 66.18% Instructor Training: 100%

Aveda Arts & Sciences Institute Dallas B26089-05	
Graduation	All programs: 67.65% Cosmetology: 51.30% Esthiology: 89.08% Instructor Training: 75.00%
Licensure	All programs: 99.47% Cosmetology: 98.75% Esthiology: 100% Instructor Training: 100%
Placement	All programs: 63.77% Cosmetology: 72.03% Esthiology: 56.77% Instructor Training: 100%

FACILITIES AND EQUIPMENT

Clinic Service Areas

A wide variety of clients come to Aveda Arts & Sciences Institutes for beauty and wellness services. As a student you have the opportunity to perform a full spectrum of hair, skin, nail, and body services in a state of the art virtual salon/day spa setting, under the supervision of your instructors.

Included in each facility is an Aveda Retail Store, which features hair, skin, flower and plant Pure-Fume® and body care, makeup and lifestyle products. The Experience Center gives students the opportunity to practice client service and retailing skills.

Student Classrooms

Various sized classrooms have been designed to provide the proper environment for different types of learning and activities.

Educator Offices and Resource Library

A Resource Library containing books on styling, motivation, health and wellness is available for your reference. The instructors are available to the students at all times and have designated offices.

CALENDAR

School Holidays

Aveda Arts & Sciences Institutes observe the following holidays/school breaks:

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Juneteenth

Independence Day and one floating day

Labor Day

Thanksgiving Day and day after

December 24 through January 1

Additional closings may occur at the school's discretion for trainings and annual meetings.

ADMINISTRATION HOURS

A prospective student may request information over the phone or via our website and can apply in person or online. Admissions Managers are available Monday – Saturday by appointment.

The enrollment dates are distributed in the information packets.

ADMISSION REQUIREMENTS

Are you ready to begin? If you're excited about the prospect of training at an Aveda Arts & Sciences Institute, here is all you have to do to get started:

1. Complete the Application for Admission and submit it to the Admissions office along with a **\$100 non-refundable Application Fee**. The application fee is not eligible for VA funding.
2. Schedule an informational interview and tour the school with an Admissions Manager.
3. Submit a letter of recommendation and letter of intent.
4. Submit valid proof of education. This includes your high school diploma, high school transcript showing high school completion, college transcript demonstrating successful completion of at least a two-year program that is acceptable for full credit towards a bachelor's degree, GED, or state certificate demonstrating passage of a state-authorized examination that the state recognizes as the equivalent of a high school diploma (a certificate of attendance or completion does not meet this requirement). Foreign education credentials must be translated into English and verified by a qualified outside agency to confirm the academic equivalence to a U.S. high school diploma.
Home schooled students are eligible for admission to Aveda Arts & Sciences Institute provided that their secondary schooling was completed in a home school that state law treats as a home or private school. If the state or local school board issues a secondary credential for home schooling, this must be provided.
Aveda Arts & Sciences Institute does not accept ability-to-benefit (ATB) students.
5. Submit valid/unexpired photo identification with proof of age. This includes a U.S. driver's license or state-issued identification card, U.S. passport, or U.S. permanent resident card. Students must be at least 16 years old to enroll in school. Students must be 17 to sit for the licensing examination.
6. Submit valid/unexpired proof of U.S. citizenship or lawful status with eligibility to attend postsecondary school. This includes a U.S. birth certificate, U.S. permanent resident card, U.S. passport, U.S. certificate of citizenship, U.S. naturalization certificate, or a non-immigrant visa.
7. Submit your social security card.
8. The kit payment must be paid by the registration deadline for all personal pay students. Students who are financial aid eligible may roll their kit fee into financial aid.
9. State Board Registration Fees:
\$25 money order payable to Aveda Arts & Sciences Institute for TDLR

Aveda Arts & Sciences Institute is committed to ensuring a safe educational environment and reserves the right to deny admission to applicants with a criminal record. Factors to be considered include the nature and severity of the offense, the relationship of the offense to the program of study, time since arrest/conviction, and any mitigating circumstances.

Student Status

Students are not employees of the school and will not receive compensation for any aspect of their education, including when providing any and all services in the school clinic environment.

Transfer Students:

Transfer hours are only accepted from schools within the Aveda Institute network. Hours earned at any post-secondary cosmetology school other than Aveda Institutes will not be accepted and transferred in.

**Effective April 3, 2020 transfer hours will be accepted for enrollments outside the Aveda Institute network from students whose institutions have ceased instruction due to COVID-19.*

If accepted, transfer students will be required to purchase additional kit items to meet the Aveda Arts & Sciences Institute kit requirement.

High School cosmetology hours:

A tuition credit will be awarded to any student who has hours accumulated through enrollment in a state-approved, high school cosmetology program. Once hours are verified, the hourly tuition rate will be credited for each hour earned in the high school program, up to 250 hours, but the hours will not be transferable to the Aveda Arts & Sciences Institute.

Re-entry

Students whose enrollment has been terminated, voluntarily or involuntarily, must wait 6 months before applying for consideration of re-entry. A letter must be submitted to the Institute Director stating the re-entry request and reasons for consideration. Aveda Arts & Sciences Institute reserves the right to waive the 6-month waiting period when extenuating circumstances occur.

Arbitration and Class Action Waiver Disclosure

Aveda Arts & Sciences Institute (the "Institute") requires each student to agree to a pre-dispute arbitration agreement as a condition of enrollment ("Arbitration Agreement").

The Arbitration Agreement cannot be used to stop you from being part of a class action lawsuit in court. You may file a class action lawsuit in court, or you may be a member of a class action lawsuit even if you do not file it. This provision applies only to class action claims concerning our acts or omissions regarding the making of the Direct Loan or our provision of educational services for which the Direct Loan was obtained. The court has exclusive jurisdiction to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

Neither the Institute nor anyone else will use the Arbitration Agreement to stop you from bringing a lawsuit concerning our acts or omissions regarding the making of the Federal Direct Loan or the provision by us of educational services for which the Federal Direct Loan was obtained. You may file a lawsuit for such a claim, or you may be a member of a class action lawsuit for such a claim even if you do not file it. This provision does not apply to lawsuits concerning other claims. Only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

Any questions about the Arbitration Agreement or a dispute relating to a student's Title IV Federal student loans or to the provision of educational services for which the loans were provided should be directed to Kalli Blackwell Peterman at kallib@avedaarts.edu or 985.520.4776.

Statement of Non-Discrimination

Aveda Arts & Sciences Institutes, in its admissions, instruction and graduation policies, practices no discrimination on the basis of race, religion, color, financial status, sex, national origin, ethnic origin, age, veteran status or sexual orientation.

Chosen Name and Preferred Pronoun Policy

Aveda Arts & Sciences Institute recognizes that some students wish to identify themselves by a name other than their Legal Name (i.e., the name stated on the student's birth certificate or primary form of government-issued identification). For this reason, students can select to identify a Chosen Name in addition to their Legal Name by submitting a written request to the Student Care Manager. In addition to a student's Chosen Name, the student may identify their Preferred Pronouns, for others within the Aveda Arts & Sciences Institute community to utilize when referring to the student. No documentation is necessary to select a Chosen Name or Preferred Pronouns.

Once selected, a Chosen Name and Preferred Pronouns can be utilized in the following administrative areas:

- Student Name Tag (as permitted by the state licensing entity)
- Class Roster
- During Classes

Use of a Legal Name is required in the following administrative areas (even if the student has chosen a different Chosen Name):

- Aveda Arts & Sciences Institute Diploma issued upon graduation
- Transcripts
- Financial Aid
- Payment/Billing
- State Board Documentation

Selecting a Chosen Name and Preferred Pronouns with Aveda Arts & Sciences Institute will not change the student's Legal Name or pronouns referenced in any government records or on any government-issued identification. Students who do change their Legal Name and/or pronouns in any government records or on any government-issued identification can thereafter provide documentation evidencing the change(s) to the Student Care Manager, and then the Student Care Manager will update school records accordingly. Aveda Arts & Sciences Institute is not to be held liable for any misuse of the Chosen Name or Preferred Pronouns, by its management, staff, educators, clients, or other students.

GRADUATION REQUIREMENTS

To receive a diploma from Aveda Arts & Sciences Institutes students must:

- Meet the minimum program requirements of the state licensing entity
- Complete the required clock hours in their course of study
- **Successfully complete all phases required for each program**
- Meet service quota requirements
- Obtain satisfactory grades for all written and practical exams and projects
- Satisfy all financial obligations unless other arrangements have been made

LICENSING REQUIREMENTS

To receive a license by your state agency, a graduate is required to:

1. Complete the hours in the program requirements
2. Meet all graduation and program requirements
3. Apply for licensure with the State Board
4. Successfully complete the State Board written and practical examinations
5. Students will not be scheduled for their exam until the student has completed all hours as required by the program.

Criminal convictions may affect your ability to become licensed.

Aveda Arts & Sciences Institute will not certify students' hours until they have completed the required hours of their program and have achieved the required academic and practical requirements for graduation.

A diploma is issued upon completion of hours and fulfillment of graduation requirements.

Students must remove all personal belongings from their assigned lockers on the day of graduation.

GRADING SYSTEM

Excellent	90% -100%
Satisfactory	80% - 89%
Unsatisfactory	0% - 79%

Students will be given written evaluations that include theory, test grades, practical grades, and percentages of attendance. These evaluations will occur at the completion of each phase.

With an approved excuse, grades can be made up by consulting the Educator and scheduling the time.

The scheduling of makeup work is the sole responsibility of the student and will be scheduled at a time convenient for the Educator. Arrangements to make up missed exams/work must be made within 24 hours of the student's return to school and completed by the end of the calendar month.

All missed work must be completed by the end of the month or assignment will be considered an incompleteness and zero credit will be awarded.

EMPLOYMENT ASSISTANCE

Aveda Arts & Sciences Institutes do not guarantee employment to our students; however, the schools do assist students in finding employment. The qualities that employers look for and those that the school monitors are:

- attitude
- professionalism
- grooming
- grade average
- overall attendance
- Saturday attendance
- technical skills
- retail skills

The school routinely receives inquiries from prospective employers, and these are posted on the student bulletin board. Additionally, Aveda Arts & Sciences Institute has the ability to assist students in out-of-state placement subject to licensing transfer.

Aveda Arts & Sciences Institutes hold annual job fairs and invite prospective employers to come into the school to meet with students.

Aveda Arts & Sciences Institutes' reputation for graduating knowledgeable and productive salon professionals has allowed it to excel in the job placement process.

COURSE OF STUDY: COSMETOLOGY

The course of study is comprised of 1,500 or 1,000 clock hours. The objective of this program is to prepare the students for the state licensing examination in cosmetology. The program is intended to train students to enter the workforce as an entry-level hair stylist. A student will also learn the technical, personal, and business skills to prepare for the work in a professional salon as a stylist, retail sales specialist, salon manager, or salon owner with a focus on Aveda techniques and products. Each of the subjects listed below will be covered in the theory and practical work.

Cosmetology Course – 1500 Hours

Hair care	Cutting, styling, coloring, chemical textures, and related theory and application; business skills; professional development and salon management; health; safety; and laws	1200 hours
Nail care	Manicuring and related theory and applications, business skills; professional development and salon management; health; safety; and laws	150 hours
Skin care	Facials, hair removal, and related theory and application; business skills; professional development and salon management; health; safety; and laws	150 hours
Total		1500 hours

Cosmetology Course – 1000 Hours

Hair care	Cutting, styling, coloring, chemical textures, and related theory and application; business skills; professional development and salon management; health; safety; and laws	800 hours
Nail care	Manicuring and related theory and applications, business skills; professional development and salon management; health; safety; and laws	100 hours

Skin care	Facials, hair removal, and related theory and application; business skills; professional development and salon management; health; safety; and laws	100 hours
Total		1000 hours

Cosmetology Course – 1000 Hours (12.75% distance education) **not currently offered*

Hair care	Cutting, styling, coloring, chemical textures, and related theory and application; business skills; professional development and salon management; health; safety; and laws	800 hours (102 hours distance education)
Nail care	Manicuring and related theory and applications, business skills; professional development and salon management; health; safety; and laws	100 hours (12.75 hours distance education)
Skin care	Facials, hair removal, and related theory and application; business skills; professional development and salon management; health; safety; and laws	100 hours (12.75 hours distance education)
Total		1000 hours (127.5 hours distance education)

COURSE OF STUDY: ESTHIOLOGY

The course of study is comprised of 750 clock hours. The curriculum provides skin care training with an emphasis on using pure plant and plant essences in treatment. The objective of this program is to prepare students for the state licensing examination in esthetics. Upon completion, students will have the skills to seek employment as a skin care specialist with the knowledge of Aveda products and spa techniques. This program is intended to train students to enter the workforce as an entry-level esthetician.

Esthiology Course - 750 Hours

<u>Subject</u>	<u>Hours</u>
Facial treatment, cleansing, masking, therapy	225 hours
Anatomy and physiology	90 hours
Electricity, machines, and related equipment	75 hours
Makeup	75 hours
Orientation, rules and laws	50 hours
Chemistry	50 hours
Care of client	50 hours
Sanitation, safety, and first aid	40 hours
Management	35 hours
Superfluous hair removal	25 hours
Aroma therapy	15 hours
Nutrition	10 hours
Color psychology	10 hours
Total	750 hours

Esthiology Course – 750 Hours (20% distance education) **not currently offered*

<u>Subject</u>	<u>Hours</u>
Facial treatment, cleansing, masking, therapy	225 hours (45 hours distance education)
Anatomy and physiology	90 hours (18 hours distance education)
Electricity, machines, and related equipment	75 hours (15 hours distance education)
Makeup	75 hours (15 hours distance education)
Orientation, rules and laws	50 hours (10 hours distance education)
Chemistry	50 hours (10 hours distance education)
Care of client	50 hours (10 hours distance education)
Sanitation, safety, and first aid	40 hours (8 hours distance education)
Management	35 hours (7 hours distance education)
Superfluous hair removal	25 hours (5 hours distance education)
Aroma therapy	15 hours (3 hours distance education)
Nutrition	10 hours (2 hours distance education)
Color psychology	10 hours (2 hours distance education)
Total	750 hours (150 hours distance education)

Schedule

Cosmetology (1000/1500 hours)

4-day: 30 hours per week

Monday - Thursday 9am - 5:30pm (1-hour lunch)

3-day: 30 hours per week (full-time)

Thursday – Friday 9am – 8pm (1-hour lunch), Saturday 8am-7pm (1-hour lunch)

Esthiology

A-side: 30 hours per week

Monday, Wednesday, Friday 9am – 8pm (1-hour lunch)

B-side: 30 hours per week

Tuesday & Thursday 9am - 8pm (1-hour lunch)

Saturday 8am - 7pm (1-hour lunch)

Start Dates

Cosmetology (1500 hours)

September 5, 2023 – September 11, 2024

September 7, 2023 – September 14, 2024

November 13, 2023 – November 20, 2024

November 16, 2023 – November 23, 2024

January 29, 2024 – February 5, 2024

February 1, 2024 – February 8, 2024

April 8, 2024 – April 16, 2024

April 11, 2024 – April 19, 2024

June 17, 2024 – June 25, 2025

June 20, 2024 – June 28, 2025

Cosmetology (1000 hours)

September 5, 2023 – May 15, 2024

September 7, 2023 – May 18, 2024

November 13, 2023 – July 24, 2024

November 16, 2023 – July 27, 2024

January 29, 2024 – October 9, 2024

February 1, 2024 – October 12, 2024

April 8, 2024 – December 18, 2024

April 11, 2024 – December 21, 2024

June 17, 2024 – February 26, 2025

June 20, 2024 – March 1, 2025

Esthiology

October 23, 2023 – April 26, 2024

October 24, 2023 – April 27, 2024

February 5, 2024 – August 9, 2024

February 6, 2024 – August 10, 2024

May 6, 2024 – November 8, 2024

May 7, 2024 – November 9, 2024

TUITION, FEES, AND PAYMENTS

Tuition:

Cosmetology	Esthiology
\$20,000 (1500 hours)	\$12,500
\$16,500 (1000 hours)	

Application Fee: \$100 (nonrefundable)
***Not eligible for VA funding**

Kit Fees (due with Enrollment Agreement for personal pay students):

- \$2,950 Cosmetology
- \$2,200 Esthiology
- Kit fees are mandatory and may not be pro-rated. Students may not opt out of kit fees.

State Board Registration Fee (payable in money order and due with enrollment agreement):

- \$25

PAYMENT METHODS

***The application fee is nonrefundable and is due with the application submission.**

Check, money order or credit card is accepted. Students unable to pay their tuition in full have the following options available.

1. Financial assistance is available to qualified students under Title IV of the United States Department of Education Federal Direct Loan Program, and the Federal Pell Grant Program.
2. Aveda Arts & Sciences Institutes have a tuition-financing program. The payment schedule and amount are based upon the contractual program length and the down payment. A Late Fee of 1.5% per month or 18% per annum will apply to all payments that are overdue. Acceptable methods of payment are check, money order, or credit card.

FEDERAL FINANCIAL ASSISTANCE

Financial aid is available for those students that meet the necessary requirements. Aveda Arts & Sciences Institutes participate in the Pell Grant Program and the Federal Direct Loan Program. To find out if you qualify, make an appointment with us to discuss your options.

Students receiving Federal Financial Assistance are required to be meeting Satisfactory Academic Progress (SAP) at each evaluation period. Refer to the SAP policy for details.

FEDERAL PELL GRANT

Federal Pell Grants are awards of Federal Aid funds, which do *not* have to be paid back. The amount awarded is determined by the U.S. Department of Education, based on the student's needs. A Federal Pell Grant is an entitlement, which means if a student qualifies for an award, he or she *will* receive it as long as the student meets the SAP requirements.

The method of payment for such awards is electronic transfer to the school; these disbursements are usually made in two or more payments. Aid from Federal programs does NOT automatically continue from one award year to the next; students *must* re-apply every year. Forms are available at www.FAFSA.ed.gov.

WILLIAM D. FORD FEDERAL DIRECT LOAN (DIRECT LOAN) PROGRAM

A Direct loan is a low interest loan directly from the U.S. Department of Education (ED).

Repayment of this loan begins six months after the student's last day of attendance. If a student leaves school, he, or she must contact ED to arrange a repayment schedule. A student is considered to have left school if he or she falls below half-time status as defined by the school, graduates, or drops. The amount of loan repayment depends upon the size of the debt; the larger the loan, the higher the payments. Students should inquire as to the monthly payments before securing the loan.

Failure to repay a Direct loan can cause your loan to go into default. Defaulting on a loan can result in a court suit; loss of eligibility for other federal student aid, immediate repayment of the entire unpaid amount, garnishment of wages or tax refunds and future credit ratings may be affected.

Completing the Free Application for Federal Student Aid (FAFSA) is the first step in applying for financial aid.

You can apply online at: www.fafsa.ed.gov.

Post-withdrawal disbursements:

Any post-withdrawal disbursement due must meet the current conditions for late disbursements. For example, ED must have processed a Student Aid Report or Institutional Student Information Record with an official expected family contribution prior to the student's loss of eligibility. A school is required to make (or offer as appropriate) a post-withdrawal disbursement. A late disbursement must be made within 180 days of the date the institution determines that the student withdrew. The amount of the post-withdrawal disbursement is determined by following the requirements for calculating earned Federal Student Aid and has no relationship to incurred educational costs.

INSTITUTIONAL REFUND POLICY

A refund is based on the period of the student's enrollment, computed on the basis of course time expressed in scheduled hours, as specified by the enrollment agreement. This policy follows the requirements set forth by the Texas Department of Licensing and Regulation and applies to all terminations for any reason by either party, including student decision.

The following policy addresses how tuition is refunded to a student who (1) fails to enter the course of training; (2) withdraws from the course of training; or (3) is terminated from the course of training before completion of the course.

Enrollment is defined as the time elapsed between the student's actual starting date and last day of physical attendance in school.

Any monies due the applicant or student shall be refunded within thirty (30) days of formal cancellation, withdrawal, or termination.

Interest: If tuition is not refunded within 30 days, the school shall pay interest on the amount of the refund for the period beginning the first day after the date the refund period expires and ending the day preceding the date the refund is made. If the tuition is refunded to a lending institution, the interest shall be paid to that institution and applied against the student's loan. The commissioner of education shall annually set the interest rate at a rate sufficient to deter a school from retaining money paid by a student. The Department may exempt a school from the payment of interest if the school makes a good faith effort to refund the tuition but is unable to locate the student. The school shall provide to the department on request documentation of the effort to locate the student.

The effective date of termination for refund purposes is the earliest of:

- The last day of attendance if the student is terminated by the school
- The date the school receives the student's written notice of withdrawal
- 10 school days after the last date of attendance

The following also applies:

- An applicant not accepted for enrollment by the school shall be entitled to a full refund of all monies paid.
- If a student (or in the case of a student under legal age, his/her parent, or guardian) cancels his/her enrollment and requests his/her money refunded, in writing not later than midnight of the third day after the date the contract is signed, all monies collected shall be fully refunded within three business days. The cancellation date will be determined by the postmark on written notification, or the date said information was delivered to the school administrator/owner in person. Notice of cancellation must be in writing. This policy applies regardless of whether or not the student has actually started training.
- If a student cancels his/her contract after three business days after signing, but prior to entering classes, he/she shall be entitled to a refund of all monies paid to the school less application fee of \$100.

- A full refund shall be made if a student enters into an enrollment agreement because of a misrepresentation made in the advertising or promotional materials of the school or by an owner or representative of the school.
- For students who enroll in and begin classes, refunds are determined by a formula using a percentage of scheduled time enrolled plus a termination fee of \$150 (see the schedule below). The percentage of time enrolled is calculated by dividing the number of scheduled hours enrolled by the total number of scheduled hours in the course. The following schedule of tuition adjustments is used:

(a) If a student begins class and, during the last 50 percent of the course, withdraws from the course or is terminated by the institute, the institute:

- (1) may retain 100 percent of the tuition and fees paid by the student; and
- (2) is not obligated to refund any additional outstanding tuition.

(b) If a student begins class and, before the last 50 percent of the course, withdraws from the course or is terminated by the school, the institute shall refund:

- (1) 90 percent of any outstanding tuition for a withdrawal or termination that occurs during the first week or first one-tenth of the course, whichever period is shorter;
- (2) 80 percent of any outstanding tuition for a withdrawal or termination that occurs after the first week or first one-tenth of the course, whichever period is shorter, but within the first three weeks of the course;
- (3) 75 percent of any outstanding tuition for a withdrawal or termination that occurs after the first three weeks of the course but not later than the completion of the first 25 percent of the course; and
- (4) 50 percent of any outstanding tuition for a withdrawal or termination that occurs not later than the completion of the first 50 percent of the course.

- If a student should be expelled from school, the above policies will be applied based on the student's last day of attendance.
- Student attendance is monitored weekly for unofficial withdrawals.
- When situations of mitigating circumstances are in evidence, the school may adopt a policy wherein the refund to the student may exceed the "schedule of tuition and adjustment".
- The cost of the kit is not included in the tuition adjustment computations. These items become the property of the student when issued.
- If the school is permanently closed and no longer offers instruction after a student has enrolled, the student shall be entitled to a pro-rata refund of tuition.
- This policy applies regardless of whether or not the student has started training.
- If a program or course is cancelled subsequent to a student's enrollment, and before instruction in the program has begun, the school shall, at its option:
 1. Provide a full refund of all monies paid; or

2. Provide completion of the course.

RETURN TO TITLE IV REFUND POLICY

Students receiving assistance from Federal Title IV programs may be subject to a special refund or **Return to Title IV** requirements per federal regulations, provided they have completed less than 60% of the payment period for which aid was or could have been disbursed. Federal Regulations require the return of Title IV funds in the following order, if applicable: Unsubsidized loans, Subsidized loans, Perkins loans, Plus loans, Pell Grants, SEOG or other Title IV.

If the student is a Financial Aid Recipient*, a **Return to Title IV calculation** (as mentioned above) must first be completed to determine the amount of aid the student and school is eligible to keep. In some cases, a portion of the funds may have to be returned to the government. In such a case, the amount of unearned funds will be returned as soon as possible but no later than 45 days from the date of determination of a student's withdrawal.

*For purposes of this **Return to Title IV** requirement, the recipient of a grant or loan is a student who has actually received Title IV funds or has met the conditions that entitle the student to a late disbursement. Such conditions would include:

- Student must be in good standing and in SAP
- If the student receives less federal aid than the amount earned, the school will offer a disbursement of the earned aid that was not received (post withdrawal disbursement)

Once a determination is made, the amount of funds the school is eligible to keep is then applied to the institutional refund policy (see chart above) where it is either credit to the student's tuition balance or refunded to the student.

Any tuition refund due to the student as a result of the Return to Title IV calculation will be paid by check within 30 days of the student's withdrawal date of determination.

Date of Determination is defined as 1) the day that the student notifies the school that he/she will not be returning or 2) in the case of an unofficial withdrawal from the program the school will determine the withdrawal date within 14 calendar days after the student's last date of attendance.

A Return to Title IV calculation will be performed for students who have not attended within the 14-day period.

STUDENT RECORDS AND RIGHT TO PRIVACY

The Family Educational Rights and Privacy Act (FERPA) affords eligible students certain rights with respect to their education records. (An “eligible student” under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution.) These rights include:

1. The right to inspect and review the student's education records within 45 days after the day Aveda Arts & Sciences Institute receives a request for access. A student should submit to the Student Records Administrator a written request that identifies the record(s) the student wishes to inspect. The school official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
2. The right to request the amendment of the student’s education records that the student believes is inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

A student who wishes to ask the school to amend a record should write the school official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed.

If the school decides not to amend the record as requested, the school will notify the student in writing of the decision and the student’s right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

3. The right to provide written consent before the university discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

The school discloses education records without a student’s prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by Aveda Arts & Sciences Institute in an administrative, supervisory, academic, research, or support staff position; a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of Aveda Arts & Sciences Institute who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for Aveda Arts & Sciences Institute.

Upon request, the school also discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Aveda Arts & Sciences Institute to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the student, §99.32 of FERPA regulations requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. A postsecondary institution may disclose PII from the education records without obtaining prior written consent of the student:

- To other school officials, including teachers, within Aveda Arts & Sciences Institute whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions.
- To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer.
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university's State-supported education programs. Disclosures under this provision may be made in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena.

- To appropriate officials in connection with a health or safety emergency.
- Information the school has designated as “directory information.”
- To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding.
- To the general public, the final results of a disciplinary proceeding, if the school determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of the school’s rules or policies with respect to the allegation made against him or her.
- To parents of a student regarding the student’s violation of any Federal, State, or local law, or of any rule or policy of the school, governing the use or possession of alcohol or a controlled substance if the school determines the student committed a disciplinary violation and the student is under the age of 21.

The programs offered at Aveda Arts & Sciences Institute are college-level courses. As such, all concerns, disputes, or issues regarding a student's enrollment will be communicated directly with the student as the individual who signed the contract. This includes phone conversations, emails, and in-person meetings. The student must be included in all such communications involving a parent or guardian, whether they occur via phone, email, or in-person meetings.

Information pertaining to a student’s record will be released only upon written instruction and/or permission of the student, or guardian in the case of a dependent minor. Written consent must be given for each request for release.

Students, guardians and/or parents of dependent minor students have the right to gain access to their records either by written request or by appointment and under the supervision of an administrative staff member or an Educator.

*Student files and information may be released to legal and accrediting bodies without the student’s permission.

SAFEGUARDING CUSTOMER INFORMATION

Definitions: Customers are students who apply to attend Aveda Arts & Sciences Institutes and apply for grants or loans under Title IV of the Higher Education Act of 1965, as amended, to finance their educations.

Nonpublic personal information is the information that is not publicly available on:

- Your name, address, and social security number
- Name of your financial institution, account number
- Information provided on your application to enroll in Aveda Arts & Sciences Institute
- Information provided on your application for a grant or loan
- Information provided on a consumer report
- Information obtained from a website

Aveda Arts & Sciences Institute is committed to implementing a comprehensive information security program, consistent with the size and complexity of this institution and the nature of its educational activities, to maintain and safeguard your nonpublic personal information against damage or loss. The policy covers all student records in whatever format (hard copy or electronic).

The Corporate Office shall be responsible to coordinate the school's information security program. The coordinator shall, at least every three years, assess foreseeable internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. The risk assessment shall cover every relevant area of school operations including:

- Employee training and management
- Network and software design, information processing, storage, transmission and disposal
- Ways to detect, prevent, and respond to attacks, intrusions or other system failures

The coordinator shall design and implement in accordance with the Family Educational Rights and Privacy Act, other federal and state law, and accreditation requirements.

STUDENT GRIEVANCE PROTOCOL

A student, educator, or interested party may file a complaint against the school in the form of a grievance as outlined in this policy. The complaint must be in writing to the school's director and should outline the allegation or nature of the complaint.

Informal Resolution

Attempts at an informal resolution should be made whenever possible and the student should discuss the matter with the responsible individual. If no resolution can be reached, the student should consult his or her Assistant Director/Director to help with informal resolutions. Every effort should be made to resolve the matter at an informal level without escalating the complaint to the status of a formal grievance. Discussions aimed at informal resolution must remain confidential and generally last for no more than 30 working days.

Filing a Formal Grievance

If no informal resolution occurs and the student wishes to make a formal grievance, the student should, within two weeks of the abandonment of attempts at informal resolution, inform in writing the Director that he or she has rejected any offer made during the informal process of resolution (if such was made) and that he or she intends to file a formal grievance describing the source of the complaint, its consequences, and the informal efforts at resolution made to date. This statement must also include a description of the remedy sought. The grievance must be filed within 10 business days of the informal resolution meeting.

Review of the Grievance Statement

The Director will review the written statement and consult with the Regional Director and General Manager to suggest referral of the complaint to the Grievance Committee.

Formation and Proceeding of the Grievance Committee

If the complaint is forwarded to the Grievance Committee, the General Manager convenes a proceeding of the committee to review the written statement. Such a proceeding may involve one or more meetings, depending on how long it takes to collect, present, and evaluate the evidence needed to review the grievance. The initial meeting will take place within 15 business days of receipt of the written grievance.

The General Manager will chair the Grievance Committee, which will consist of the Regional Director, Director, Asst. Director, and, depending on the nature of the case, a faculty member included for expertise regarding academic related matters.

The merits of the grievance are evaluated within the context of the school's policy, a consensus is reached by a majority vote and, when appropriate, a remedy is recommended. The Committee responds with a written decision within 10 business days following the final meeting.

Students must exhaust the institution's internal complaint process before submitting the complaint to the Cosmetology Board or school's accrediting agency.

DISASTER PROCEDURES

IN THE EVENT OF A FIRE:

Educators will direct students and clients out of the building through the nearest exit in an orderly and calm manner. The receptionist will call the fire department (911).

IN THE EVENT OF EXTREME WEATHER CONDITIONS:

School will be closed in the event of extreme weather conditions.

IN THE EVENT OF A TORNADO:

Students will be directed to the ground floor and instructed to face an interior wall, covering their heads with their hands to guard against flying debris.

SAFETY REQUIREMENTS

Public sanitation is the promotion of measures to protect public health and to prevent the spread of infectious diseases. The importance of sanitation cannot be overemphasized. Professional services bring the cosmetologist in direct contact with a client's skin, scalp, hair, and nails. By practicing the best sanitary measures, you protect your client's health, as well as your own.

A person with an infectious disease is a source of contagion to others. Cosmetologists with colds or other communicable diseases must not be permitted to serve clients. Likewise, clients suffering from an infectious disease must not be accommodated in a beauty salon. The State Boards of Cosmetology has formulated sanitary regulations governing salons. Every student must be familiar with these regulations and obey them.

Adherence to the following sanitary rules will result in cleaner and better service to the public:

1. All hair, cotton, or other waste material must be removed from the floor without delay and deposited in a closed container.
2. Each cosmetologist must wear a clean uniform while working on clients.
3. The cosmetologist must cleanse his/her hands thoroughly before and after serving each client and after leaving the restroom.
4. A freshly laundered towel must be used for each client. Clean towels must be stored in a sanitized, closed cabinet.
5. Headrest coverings and neck strips must be changed for each client.
6. Do not permit the shampoo cape to come in contact with the client's skin.
7. The common powder puffs, lip color, cheek color, sponge or styptic pencils are prohibited.
8. Keep lotions, ointments, creams and powders in clean, closed containers. Use a clean spatula to remove creams or ointments from jars. Use sterile cotton pledges to apply lotions and powders.
9. For manicuring, provide a sanitary container or finger bowl with an individual paper cup for each client.
10. Discard emery boards after use.

11. Soiled combs, brushes, towels or other used material must be removed from the tops of workstations immediately after each use.
12. Clips, hairpins or bobby pins must not be placed in the mouth.
13. Combs and implements must not be placed in the pockets of uniforms.
14. All implements and articles used must first be sanitized and then placed in a dust-proof or airtight container.
15. Objects dropped on the floor are not to be used until they are sanitized.

NOTE:

1. The responsibility for sanitation rests with each student in the cosmetology school and each cosmetologist in the salon. The manager must provide the necessities for school and salon sanitation.
2. You must obey the rules issued by the Health Department and the State Board of Cosmetology regarding acceptable methods of sanitation.

PHYSICAL DEMANDS OF A CAREER IN BEAUTY

The physical demands of both the Cosmetology and Esthiology profession require a healthy body and mind. Good health is a basic element for living. Without it one cannot work efficiently or enjoy a pleasurable life. As a cosmetologist or esthetician, you should be a living example so that you increase your value to yourself, to your employer, and to the community. You should practice stress management through relaxation, rest, and exercise and avoid substances that can negatively affect your good health, such as cigarettes, alcohol, and drugs. Being a cosmetologist demands standing on your feet for long periods of time and working long hours. Persons who cannot stand for long periods of time could choose a career as a nail technician, which requires sitting with good posture. Estheticians are required to stand 75% of the time. Good health, personal hygiene and good posture are important demands in all roles in the beauty industry.

STUDENT DISCOUNT POLICY

We are offering our students the following product discount:

All Aveda retail products **50% off**

All Smashbox retail products **25% off**

Please note that only Aveda products should be worn, including aromas. No more than three of one product can be purchased at one time.

***Discount not applicable to students on probation or leave of absence.**

DISABILITY ACCOMMODATION POLICY

Section 504/ADA Disability Accommodation & Grievance Policy

1. Statement of Non-Discrimination and Accommodation

- a. Aveda Arts & Sciences Institute (the “Institute”) does not discriminate on the basis of disability.
- b. Individuals with disabilities are entitled to a reasonable accommodation to ensure that they have full and equal access to the educational resources of the Institute, consistent with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”) and the Americans with Disabilities Act (42 U.S.C. § 12182) (“ADA”) and their related statutes and regulations.
- c. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance. The ADA prohibits a place of public accommodation from discriminating on the basis of disability. The applicable law and regulations may be examined in the office of the Campus Disability Compliance Coordinator (School Director) at each campus, who has been designated to coordinate the efforts of the Institute to comply with Section 504 and ADA. Alternatively, students may contact the Corporate Disability Compliance Coordinator, Kalli Blackwell. Ms. Blackwell may be reached at 303 South Pine St. Hammond, LA 70403 or (985) 892-9953 ext. 1224.

2. Requests for Accommodation

- a. Individuals with disabilities wishing to request a reasonable accommodation must contact the Campus Disability Compliance Director (School Director). A disclosure of a disability or a request for accommodation made to a faculty or staff member, other than the School Director, will not be treated as a request for an accommodation. However, if a student discloses a disability to faculty or staff member, he or she is required to direct the student to the Campus Disability Compliance Coordinator.
- b. The Campus Disability Compliance Coordinator will provide a student or applicant with the **Request for Accommodations form**. A copy of the form is attached to this policy. A student or applicant can also request a copy of the form by contacting the Corporate Disability Compliance Coordinator, Kalli Blackwell Peterman. Mrs. Blackwell Peterman may be reached at the above contact information.
- c. Reasonable accommodations are available for students and applicants who provide the appropriate documentation of a disability. Such documentation should specify that a student has a physical or mental impairment and how that impairment substantially limits one or more major life activities. In general, the supporting documentation must be dated less than three years from the date a student requests a reasonable accommodation, and must be completed by a qualified profession in the area of the student’s disability, as enumerated below:

Disability	Qualified Professional
Physical disability	MD, DO
Visual impairment	MD, ophthalmologist, optometrist
Mobility, orthopedic impairment	MD, DO
Hearing impairment	MD, Audiologist (Au.D) *audiology exam should not be more than a year old
Speech and language impairment	Licensed speech professional
Learning disability	PhD Psychologist, college learning disability specialist, other appropriate professional
Acquired brain impairment	MD neurologist, neuropsychologist
Psychological disability	Psychiatrist, PhD Psychologist, LMFT or LCSW
ADD/ADHD	Psychiatrist; PhD Psychologist, LMFT or LCSW
Other disabilities	MD who practices or specializes within the field of the disability.

Documentation used to evaluate the need and reasonableness of potential accommodations may include a licensed professional's current medical diagnosis and date of diagnosis, evaluation of how the student's disability affects one or more of the major life activities and recommendations, psychological and/or emotion diagnostic tests, functional effects or limitations of the disability, and/or medications and recommendations to ameliorate the effects or limitations. The Institute may request additional documentation as needed.

- d. Director must forward the Accommodations Request Form to the Corporate Disability Compliance Coordinator within 24 hours of receipt from the student or applicant. A copy of the form will be retained in the campus Disability Compliance Coordinator's confidential disability file for the student or applicant.
- e. After the Corporate Disability Compliance Coordinator receives the Request Form and the required documentation, the Corporate Disability Compliance Coordinator (or a designated person trained to address such requests) will engage the student or applicant in an interactive process to determine what accommodations may be reasonable.
- f. If the student or applicant is denied the requested accommodation, he/she may file a grievance using the Grievance Process below or he/she may file a complaint with the U.S. Department of Education's Office for Civil Rights or a similar state entity.
- g. The Institute will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. The Campus Disability Compliance Coordinator or Corporate Disability Compliance Coordinator will be responsible for such arrangements.

3. Grievance Process

- a. The Institute has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 and/or the ADA.
- b. Any person who believes she/he has been subjected to discrimination on the basis of disability, including disagreements regarding requested accommodations, may file a grievance pursuant to the procedure outlined below. The Institute will not retaliate against anyone who files a grievance in good faith or cooperates in the investigation of a grievance.
- c. Procedure
 - i. Grievances must be submitted to the Corporate Disability Compliance Coordinator, Kalli Blackwell Peterman. Mrs. Blackwell Peterman may be reached at 303 South Pine St., Hammond, LA 70403 or (985) 520-4776. Grievances must be submitted to the Corporate Disability Compliance Coordinator, within thirty (30) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
 - ii. A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
 - iii. The Corporate Disability Compliance Coordinator (or her/his trained designee) shall investigate the complaint and afford all interested persons an opportunity to submit relevant evidence. The Complainant may also present witnesses relative to the complaint. The Corporate Disability Compliance Coordinator will maintain the files and records relating to such grievances.
 - iv. All reasonable efforts will be made to provide a written determination to the student or applicant within 30 days after its filing. If a written determination cannot be made within 30 days of the complaint's filing, the Corporate Disability Compliance Coordinator will so advise the student and provide an update as to the status of the investigation. The student may also contact the Corporate Disability Compliance Coordinator to inquire as to the status of the investigation at reasonable intervals.
 - v. The person filing the grievance may appeal the decision of the Corporate Disability Compliance Coordinator by writing to Lauren Fender, Compliance Director, within 15 days of receiving the Corporate Disability Compliance Coordinator's decision. The Compliance Director shall issue a written decision in response to the appeal no later than 30 days after its filing.

- vi. The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the U. S. Department of Education's Office for Civil Rights and/or a similar state agency.
- vii. The Institute will take all steps to prevent recurrence of any harassment or other discrimination and to correct discriminatory effects where appropriate.

Religious Reasonable Accommodation

Students who are unable to meet the Institute's policies or procedures due to a sincerely-held religious belief should contact the Institute Director and ask for a Religious Reasonable Accommodation form. Students will be asked to provide documentation from their religious organization substantiating the student's religious belief and identifying how the belief affects the student's ability to meet an Institute policy or procedure. The Institute will grant a request for reasonable accommodation so long as doing so does not fundamentally alter the program and the student is able to meet the program requirements with or without the reasonable accommodation.

TITLE IX POLICY

Title IX of the Education Amendments of 1972 (Title IX) prohibits discrimination based on sex in education programs and activities in federally funded schools at all levels. If any part of a school district or college receives any Federal funds for any purpose, all of the operations of the district or college are covered by Title IX.

Title IX protects students, employees, applicants for admission and employment, and other persons from all forms of sex discrimination, including discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity. All students (as well as other persons) at recipient institutions are protected by Title IX—regardless of their sex, sexual orientation, gender identity, part- or full-time status, disability, race, or national origin—in all aspects of a recipient’s educational programs and activities.

Introduction.

Aveda Arts & Sciences Institutes (the “Institute”) is committed to providing a working and educational environment for all faculty, staff, and students that is free from unlawful sexual discrimination, which includes sexual harassment and sexual violence.

To that end, this policy prohibits sexual misconduct that constitutes sexual discrimination, sexual harassment, sexual violence, sexual assault, relationship/dating violence, stalking, and related claims of retaliation. All students and employees receive mandatory Sexual Harassment and Prevention training at orientation and at least annually thereafter. In addition, the Institute provides training to key staff members to enable the Institute to investigate any allegations of sexual discrimination promptly and effectively.

As part of the Institute’s commitment to providing a discrimination-free working and learning environment, this policy shall be disseminated widely to the Institute community through publications, the Institute website, new employee orientations, student orientations, and/or other appropriate channels of communication. The Institute is committed to addressing and responding to all reports of sexual discrimination, and will take appropriate action to prevent, correct, and if necessary, discipline behavior that violates this policy.

Scope.

This policy applies to any allegations of sexual misconduct against any faculty or staff (an “employee”) or student, regardless of where the alleged conduct occurs. The actions of third parties (e.g., contractors, vendors, guests, or visitors) that impact students or employees may also be subject to review under this policy. If a third party is the accused, the matter will be referred to the appropriate authorities for resolution.

Definitions.

Sexual harassment is unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment may include incidents between any members of the Institute community, including employees, students, and non-employees participants in the Institute community, such as vendors, contractors, guests, and visitors. It can have the effect of unreasonably interfering with a person’s or a group’s educational or work performance or can create an intimidating, hostile, or abusive educational or work environment. Sexual harassment can take many forms, and the determination of what constitutes sexual harassment will vary according to the particular circumstances.

Sexual violence is a form of sexual harassment and refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion; domestic violence; dating violence; and stalking.

Gender-based harassment is another form of sexual harassment and refers to unwelcome conduct based on an individual's actual or perceived sex, including harassment or acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender identity or nonconformity with sex stereotypes, and not necessarily involving conduct of a sexual nature.

All of these types of sex-based harassment are forms of sex discrimination prohibited by Title IX.

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

Domestic violence means a felony or misdemeanor crime of violence committed by—

- a current or former spouse or intimate partner of the victim,
- a person with whom the victim shares a child in common,
- a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred, or
- any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

Dating violence means violence committed by a person—

- who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - the length of the relationship;
 - the type of relationship; and
 - the frequency of interaction between the persons involved in the relationship.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to

- fear for his or her safety or the safety of others; or
- suffer substantial emotional distress.

Consent is a voluntary agreement to engage in sexual activity. Someone who is incapacitated cannot consent. Past consent, silence, or an absence of resistance does not imply present or future consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent.

Incapacitation prevents a person from having the capacity to give consent, such as due to the use of drugs or alcohol, when a person is asleep or unconscious, or because of an intellectual or other disability.

Prohibited Conduct.

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

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

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

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

Grievance Procedures.

The following grievance procedures apply to sex discrimination complaints filed against school employees, other students, or third parties:

Reporting Policies and Protocol.

Any member of the Institute community may report conduct that may constitute sexual harassment or discrimination under this policy. In addition, managers and other designated employees are responsible for taking whatever action is necessary to prevent sexual misconduct, to correct it when it occurs, and to report it promptly to the Title IX Coordinator.

If you believe that you have experienced or witnessed harassment or sexual misconduct, notify your instructor, supervisor, Human Resources, or the Title IX Coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, student, vendor or other person who does business with the Institute is exempt from the prohibitions in this policy. Supervisors will refer all harassment complaints to the Title IX Coordinator for student-related complaints and to the Human Resources Department if the complaint involves

an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses.

The Institute recognizes that sexual harassment frequently involves interactions between persons that are not witnessed by others or cannot be substantiated by additional evidence. Lack of corroborating evidence or “proof” should not discourage individuals from reporting sexual harassment under this policy. However, making false charges of sexual harassment is a serious offense. If a report is found to have been intentionally false or made maliciously without regard for truth, the claimant may be subject to disciplinary action. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

Investigation and Response to Sexual Harassment Allegations.

The Institute takes all reports seriously and will provide a prompt and equitable response to all reports of sexual harassment. A prompt and equitable response may include an early resolution of the issue, a formal investigation, and/or targeted training or educational programs designed to prevent recurrence of any sexual misconduct. Mediation will not be used to resolve sexual assault complaints. If an investigation is warranted, the Institute shall maintain confidentiality for all parties to the extent permitted by law. However, complainants should be aware that in a formal investigation due process generally requires that the identity of the charging party and the substance of the complaint be revealed to the person charged with the alleged harassment. Nonparty witnesses who participate in sexual harassment investigations shall not share with involved parties, other witnesses, or any others, information revealed to them during the investigation.

The time necessary to conduct an investigation will vary based on complexity but generally the Institute will conduct an investigation within 60 days of receipt of the complaint. Every complainant will have the right to present his or her case, which includes the right to an adequate, reliable, and impartial investigation of the complaint. Parties will be given an equal opportunity to present witnesses and evidence. The preponderance of the evidence standard will apply to investigations, meaning that the Institute will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will be given periodic status updates and will receive written notice of the outcome of the complaint. During the investigation, the Institute will provide interim measures, as necessary, to protect the safety and well-being of students and/or employees involved. Either party may file an appeal, if applicable.

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

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

Retaliation Prohibited.

Employees and students are protected by law from retaliation for reporting alleged unlawful harassment or discrimination or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by the Institute or a government agency with respect to such complaints.

The Institute will not retaliate against you for filing a complaint and will not tolerate retaliation by students or employees. If you believe you have been retaliated against, you should promptly notify your supervisor, Human Resources, or the Title IX Coordinator.

Role of the Title IX Coordinator.

Pursuant to Title IX of the Education Amendments of 1972 and the U.S. Department of Education's implementing regulations at 34 C.F.R. Part 106, the Institute's Title IX Coordinator has primary responsibility for coordinating the Institute's efforts to comply with and carry out its responsibilities under Title IX, which prohibits sex discrimination in all the operations of this Institute, as well as retaliation for the purpose of interfering with any right or privilege secured by Title IX. Sexual misconduct against students, including sexual harassment, sexual assault, rape, and sexual exploitation, can be a form of sex discrimination under Title IX. The Title IX coordinator oversees the Institute's response to reports and complaints that involve possible sex discrimination to monitor outcomes, identify and address any patterns, and assess effects on the campus climate, so the Institute can address issues that affect the wider school community.

A student should contact the Title IX Coordinator to:

- seek information or training about students' rights and courses of action available to resolve reports or complaints that involve potential sex discrimination, including sexual misconduct;
- file a complaint or make a report of sex discrimination, including sexual misconduct;
- notify the Institute of an incident or policy or procedure that may raise potential Title IX concerns;
- get information about available resources (including confidential resources) and support services relating to sex discrimination, including sexual misconduct; and
- ask questions about the Institute's policies and procedures related to sex discrimination, including sexual misconduct.

Kalli Blackwell Peterman, General Manager, is the Institute's Title IX Coordinator and can be reached in person at 303 South Pine St., Hammond, LA 70403, by telephone at 985.520.4776, or via email at kallib@aisouth.com.

Inquiries or complaints that involve potential violations of Title IX may also be referred to the U.S. Department of Education's Office for Civil Rights, by mail at 400 Maryland Avenue, SW, Washington, D.C., 20202-1328, by phone at 800.421.3481, or by email at ocr@ed.gov. Regional office contact information can be found at <https://wdcrobcolp01.ed.gov/cfapps/OCR/contactus.cfm>.

Functions and Responsibilities of the Title IX Coordinator.

The Institute ensures that its employee(s) designated to serve as Title IX Coordinator(s) have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the Institute's grievance procedures operate. Because complaints can also be filed with an employee's supervisor

or Human Resources, these employees also receive training on the Institute's grievance procedures and any other procedures used for investigating reports of sexual harassment.

Additional Information

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

Administrative Staff

Institute Director

Jennifer Haack

Student Care Manager

Kara Sanchez

Admissions Manager

Haylee Hezlep

Hong-Bien Ho

Molly Mann

Financial Aid Manager

Yulissa Lopez

Faculty

Cosmetology Instructors:

Tara Adeya

Summer Barnes

Paige Bridgwater

Christine Chandasack

Jasmine Denton

Candice Faber

Heather Gunter

Melanie King

Kevin Lentz

Camie Mosley

Rhiyan Robles

Laura Siders

Brenda Smith

Christopher Swann

Jasmine Wrenn

Esthiology Instructors:

Kelsey Brooks

Jessica Corpus

Jennifer Dorsey

Alyx Hawkins

Kimberly Reed

JesusJose Serrano