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This catalog is a guideline of what Aveda Arts & Sciences Institute New York expects from its students. The institute reserves the right to modify its policies based on changes in accreditation requirements, state or federal laws, or for any other reason at the direction of Aveda Arts & Sciences Institute New York. Changes will be made with the approval of the Bureau of Proprietary School Supervision (BPSS). With the publication of this catalog all previous volumes become obsolete. All students should review the catalog to determine factual information about the institute. The student should also be aware that some information in the catalog may change. It is recommended that students considering enrollment check with the Director to determine if there is any change from the information provided in the catalog. In addition, a catalog will contain information on the institute's teaching personnel and courses/curricula offered. Please be advised that the New York State Education Department separately licenses all teaching personnel and independently approves all courses and curricula offered. Therefore, it is possible that courses/curricula listed in the institute's catalog may not be approved at the time that a student enrolls in the school or the teaching personnel listed in the catalog may have changed. It is again recommended that the student check with the Director to determine if there are any changes in the courses/curricula offered or the teaching personnel listed in the catalog.

# Institute Information

## **Intergrating the Elements. Awakening the Senses.**

Aveda Arts & Sciences Institute New York was founded to create some of the most successful entrepreneurs in hair, skin and nail esthetics, makeup, and total body wellness. Our students are educated by accomplished professionals, using innovative curriculums that blend professional techniques with retail and business-building skills. The institute emphasizes personal well-being as well as environmental responsibility. Using Aveda pure flower and plant essences and plant based products, we affirm the relationship between personal beauty, wellness, and the environment.

## **Develop your Natural Talents.**

If you're looking for an opportunity to express your creativity and establish a solid professional career, look no further. Come to Aveda Arts & Sciences Institute New York and let yourself grow.

## **The Founder**

Aveda Corporation founder Horst M. Rechelbacher redefined the face of beauty worldwide. He was a major, motivating force in hair care and the beauty industry. A world-renowned hair stylist, artist, entrepreneur and educator, he was a master of innovation: moved by a keen intelligence, artistic talent and quest for knowledge, he invented and perfected cutting-edge techniques, trends, products, and treatments imbued with the multiple benefits of pure flower and plant ingredients.

His beliefs in the powers of nature and his efforts to preserve the environment, combined with his lifelong commitment to excellence, have spawned a new sense of beauty that goes far beyond surface image. Reflected in Aveda's expanding global network of educational institutes, salons, spas and stores, the Aveda concept of beauty encompasses a complete system of care, using plant-based products, treatments, and simple rituals to enhance appearance, well-being, and the quality of life. In turn, this approach also advocates more environmentally responsible business practices and life styles.

Horst's dynamic vision and ideas are embodied in the institute. Under his leadership, his schools have become an internationally acclaimed center of learning. The very essence of Horst's vision and ideas, Aveda Arts & Sciences Institute New York is a stimulating, interactive learning center that offers a comprehensive program that blends basic theory with practical experience in a salon and spa-like environment.

## **Programs**

Aveda Arts & Sciences Institute New York offers two programs—Cosmetology and Esthiology. In the Cosmetology program, students will explore the latest styles and techniques in hair cutting and styling, hair coloring, chemically restructuring, skin care, nail care, and makeup. In the Esthiology program, students will learn techniques to purify, balance, and renew the skin.

Both programs encompass three types of learning:

- *Theoretical knowledge*, the foundation of the education.
- *Practical experience*, the application of the knowledge.
- *Professional business-building skills*, vital for student success.

Each phase of the education emphasizes a different combination of learning approaches.

## **Language Offered**

The Cosmetology and Esthiology programs are taught only in English. Textbook and course materials are only offered in the English language.

## **Mission Statement**

Aveda Arts & Sciences Institute New York's mission is to provide a quality, professional education and training to enable students to successfully pass the state licensure exam by:

- creating an environment of trust and respect;
- encouraging a commitment to teamwork;
- promoting personal and professional development; and
- inspiring the continuous quest for knowledge and growth.

By supporting our students in this manner, we prepare them for successful careers within their respective fields and enable them to provide services that exceed our guests' expectations.

### **Ownership**

Beauty Basics, Inc. does business as (D/B/A) Aveda Arts & Sciences Institute New York.

Below is the ownership structure for each person or entity that directly or indirectly owns a 25% or greater interest in our institute.

Edwin H. Neill GST Trust: 50%

Debra A. Neill Baker: 50%

# Facilities

Located in the SoHo neighborhood of Manhattan, Aveda Arts & Sciences Institute New York is the ideal setting for your professional education.

## **Guest Service Areas**

A diverse array of guests come to Aveda Arts & Sciences Institute New York for beauty and wellness services. As a student, you will have the opportunity to perform a spectrum of hair and skin services in a virtual salon/spa setting, under the supervision of your instructors.

## **Student Classrooms**

Classrooms of all sizes have been designed to provide the proper environment for different types of learning and activities. The institute has wheelchair accessible restrooms.

## **Administrative Offices**

Team leaders and admissions personnel are also available to respond to your questions and concerns.

## **Aveda Experience Center**

A retail center for Aveda hair, skin, flower and plant Pure-Fume™, and body care, makeup, and lifestyle products. The store gives you the opportunity to practice your guest service and retailing skills

## **Contact Information**

Aveda Arts & Sciences Institute New York  
233 Spring Street  
New York, NY 10013  
Phone: (888) 511-AINY or (212) 807-1492  
Fax: (212) 807-1376  
Website: <https://avedaarts.edu/locations/new-york/>

# Accreditation, Licensure, and Associations

## Accreditation

Aveda Arts & Sciences Institute New York is accredited by the National Accrediting Commission of Career Arts & Sciences, Inc. ("NACCAS"). NACCAS is located at 3015 Colvin Street, Alexandria, VA 22314. NACCAS can be reached by phone at (703) 600-7600. NACCAS is recognized by the United States Department of Education as a national accrediting agency for postsecondary schools and programs of cosmetology arts and sciences, electrology, and massage.

## Licensure

Aveda Arts & Sciences Institute New York is licensed by the New York State Education Department, Bureau of Proprietary School Supervision (BPSS), 116 West 32nd Street, 5th Floor, New York, New York 10001. You can reach the department by phone at (212) 643-4760.



Copies of the institute's accreditation and licensing may be reviewed by current or prospective students by contacting the institute Director.

## Associations

Aveda Arts & Sciences Institute New York belongs to the American Association of Cosmetology Schools (AACCS) and the New York State Beauty School Association (NYSBSA).

# Admission

## Admission Requirements

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

1. Submit a completed enrollment application with a nonrefundable \$100 application fee; and
2. Submit a copy of a valid driver's license, government issued identification, birth certificate, or passport; and
3. Have successfully completed high school or its equivalent as evidenced by a copy of a high school diploma, official high school transcript, GED, certificate demonstrating passage of a state-authorized examination that the state recognizes as the equivalent of a high school diploma, or a college transcript showing successful completion of at least a two-year program that is acceptable for full credit toward a bachelor's degree;

\*If applicant has a foreign high school diploma, the applicant must provide evidence that verification of his or her high school diploma has been performed by an outside agency that is qualified to translate documents into English and confirm the academic equivalence to a U.S. high school diploma.

**Note:** An IEP diploma, completion of homeschooling, and the Skills and Achievement Commencement Credential are not sufficient evidence of a high school diploma or its equivalent.

You will receive a written notice of acceptance or rejection. To schedule an informational interview, call the Admissions Department at (888) 511-AINY or (212) 807-1492.

## Ability to Benefit

Aveda Arts & Sciences Institute New York does not accept Ability to Benefit students.

## Immunization Policy

The institute does not require students to obtain any vaccinations.

## Enrollment Start Date Policy

Students can enroll up to the start date of the program in which they wish to enroll. Prior to signing the enrollment contract, students must provide the admissions team with all of the documents required for admission into the program. Students cannot begin class until they sign the enrollment contract.

## Nondiscrimination Policy

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

## 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 September 10, 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.

### *Between Programs at the Institute*

Aveda Arts & Sciences Institute New York does not accept transfer hours between programs at the institute. However, if a student enrolls in an additional program at the institute within 12 months from his or her graduation date, Aveda Arts & Sciences Institute New York will give the student a \$2,000 tuition discount and waive the \$100 application fee.

### *Between Full-time and Part-time Schedules of Same Program*

The institute does not recommend that students transfer between full-time and part-time programs, but in exceptional circumstances with Director approval the institute may allow students to transfer between full-time and part-time programs.

### *Veterans Affairs Students*

This institution will inquire about each veteran or veteran benefits eligible person's previous education and training, and request transcripts from all prior institutions, including military training, traditional college coursework and vocational training. Previous transcripts will be evaluated and credit will be granted, as appropriate.

### **Articulation Agreements**

Aveda Arts & Sciences Institute New York does not have articulation agreements with other institutes.

### **Program Reentry**

A student may apply for reentry into a program after they have officially withdrawn, if the following conditions are met:

- The date of reentry must be within one year past the withdrawal date;
- The student needs to initiate the reentry process with the Student Care Manager prior to the requested return date;
- A student who is granted reentry will be given a reentry date based upon class availability and appropriate placement in the program;
- The student may need to apply for financial aid and complete the entire financial aid process before returning, the student should contact the financial aid office immediately if they must reapply;
- All students will be required to pay the entire cash balance owed and/or secure private financing prior to returning to the program.

If the student is eligible for reentry, the student must take a test to determine the appropriate reentry point in the curriculum. The institute will determine this point based on the student's test score and length of time away from the institute. A student will return under the same academic and attendance status as when he or she left. All reentry requests are subject to approval and may be denied. Reentry is contingent on space availability. Students will receive the determination of the reentry request from the Student Care Manager.

# Cosmetology

## (Diploma)

Express your creativity and talent in hair, skin, nail care, and makeup application. Our Cosmetology program includes 1,000 hours of extensive hands-on training to provide you with a complete understanding of beauty and wellness. The program incorporates the basic fundamentals and the related subjects of hair, skin, nail care, and makeup application that are necessary for a well-rounded education. Upon completion, students will be awarded a diploma and be able to do the following:

- Describe the history and current status and career opportunities of the cosmetology profession;
- Describe and use ethical principles and practices and comply with state laws and regulations for the profession of cosmetology;
- Describe and use good habits for personal appearance, hygiene, good work ethic, and safe practices for infection control;
- Conduct client consultations and practice effective communication and business building skills;
- Demonstrate an understanding of the structure and function of the human body, with emphasis on the structure and function of the skin, hair and nails, including conditions and diseases likely to be encountered by cosmetologists;
- Define, recognize, and assess hair structure, growth, texture, diseases, and conditions;
- Define principles of chemistry related to the practice of cosmetology and safely select, apply, and recommend products based on their chemical composition and properties for desired results;
- Define principles of electricity related to the practice of cosmetology and safely use electrical tools;
- Demonstrate and understand the effects of nutrition on the health of the skin, hair, and nails;
- Skillfully perform hair styling, hair cutting, hair coloring, restructuring, hair removal, basic facials, basic manicuring, basic pedicuring, and makeup application; and
- Use proper body positions and mechanics while performing all cosmetology services.

### **3-Day (Full time)**

Total Weeks: 45 weeks  
Hours per Week: 22.5 hours a week  
Days: Monday through Wednesday or Thursday through Saturday  
Hours: 9 am – 5:30 pm (1-hour break)



## Cosmetology Program Outline

Hours	Subject (as required by Title 19, NYCRR, Section 162.4)
24	<b>Professional Requirements, including Domestic Violence training</b> New York State License Requirements; State and Federal Payroll Requirements; New York State Sales Tax Requirements; Career Opportunities and Placement; Professional Ethics, Conduct, and Attitude; Professional Organizations, Trade Shows, and Publications; Domestic Violence training
26	<b>Safety and Health</b> New York State Laws, Rules, and Regulations; OSHA Regulations Concerning Hazardous Materials Communications; Types and Classification of Infectious Organisms; Growth and Reproduction of Infectious Organisms; Infections and their Prevention; Immunity and Body Defenses; Decontamination and Infection Control; Physical and Chemical Agents
15	<b>Anatomy and Physiology</b> Cells, Tissues, and Organs; Body Systems; Basic Principles of Nutrition; Overview of Bones and Muscles of the Head, Arms, Hands, Legs, and Feet
10	<b>Hair Analysis</b> Structure; Growth Patterns; Texture; Porosity; Elasticity
10	<b>Hair and Scalp Disorders and Diseases</b> Dandruff; Alopecia; Fungal Infections; Infestations; Infections
5	<b>Chemistry as Applied to Cosmetology</b> Forms and Properties of Matter; Elements, Compounds, and Mixtures; Chemical Reactions and Solutions; the pH Scale; FDA Laws Governing Hair Care Products and Product Safety
30	<b>Shampoos, Rinses, Conditioners and Treatments</b> Client Preparation, Analysis, and Consultation; Hair Analysis Instruments and Equipment; Shampooing Products, Composition and Procedures; Rinsing Products, Composition, and Procedures; Conditioning Products, Composition and Procedures; Procedures for Hair and Scalp Disorders; Scalp Manipulations
175	<b>Hair Cutting and Shaping</b> Fundamentals, Principles and Concepts of Design; Scissor Haircutting; Razor Haircutting; Clipper Haircutting; Removal/Trim of Superfluous Hair; Contemporary and Specialized Haircutting; Mustache and Beard Shaping; Shaving
245	<b>Hair Styling</b> Fingerwaving; Pincurling; Skipwaving; Roller Styling; Patterns in Hairstyling; Finishing Techniques; Twisting, Wrapping, Weaving, Extending, Locking, and Braiding; Traditional Weaving and Styling; Services in Hairstyling (tools and implements, blowdrying, thermal curling, hair pressing); Hair Pieces
180	<b>Chemical Restructuring</b> Chemistry; Chemical Restructuring Products; Client Consultation; Preliminary Procedure of Chemical Restructuring; Procedure of Chemical Restructuring; Corrective Chemical Restructuring
180	<b>Hair Coloring and Lightening</b> Color Theory; Chemistry; Preliminary Procedures of Hair Coloring; Client Consultation; Hair Coloring Procedures; Hair Lightening; Special Effects; Corrective Procedures
40	<b>Nail Care and Procedures</b> Nail Structure; Nail Disorders and Diseases; Nail Shape and Color Analysis; Basic Manicuring and Pedicuring; Manipulations of the Hand, Arm, Leg and Foot; Nail Tip Application; Nail Wrap Application; Liquid and Powder Nail Extensions
60	<b>Skin Care and Procedures</b> Structure and Function of the Skin; Skin Conditions and Disorders; Facial and Body Procedures; Wet and Dry Exfoliations and Applications; Use of Various Products to Enhance the Appearance of the Skin; Discussion for Further Training Required for Advanced Techniques such as Aromatherapy and Water Therapies; Temporary Methods of Hair Removal; Make-Up Application
1000	<b>Total Hours</b> The above hour requirements must be met by each student in each category.

An Aveda Arts & Sciences Institute New York education is rigorous and thorough. Throughout the Cosmetology program, you'll cover the following topics in varying levels of depth and detail, giving you an exceptional foundation for your professional career.

**Plant Aromaology**

history of aromaology  
therapeutic effects  
custom testing and blending

**Chemistry**

bacteriology  
infection control  
sanitation/sterilization  
ingredient analysis

**Anatomy and Physiology**

scalp and hair analysis  
cells, tissue, and organs  
muscular system  
nervous system  
circulatory system  
endocrine system  
excretory system  
respiratory system  
digestive system  
nutrition

**Shampooing/Conditioning**

scalp and hair analysis  
product analysis  
procedures/techniques  
draping for wet and dry chemical services  
selecting correct shampoo/conditioner

**Hair Styling**

wet styling  
fingerwaving  
pin curl techniques  
roller curls  
comb out techniques  
artistry in hair styling  
thermal styling  
conventional thermal (marcel) irons  
electric thermal irons  
blow-dry styling  
up styling  
branding

**Hair Cutting**

implements and techniques  
sectioning  
scissors  
clippers  
razors  
client consultation

**Chemical Hair Relaxing/Restructuring**

product analysis  
client hair analysis  
application techniques  
equipment, implements, and materials

**Makeup**

color theory  
contoured and natural makeup application  
subtle and dramatic application

**Skin Care**

histology  
diseases and disorders  
facials  
cleansing  
moisturizing  
nutrition

**Hair Coloring**

color theory  
classifications of hair color  
product analysis  
corrective coloring  
contemporary techniques  
one dimensional  
multidimensional foils  
bleach/tone

**Nail Care**

manicures/pedicures  
nail design and artistry  
nail extensions  
massage techniques for hands, arms, and feet

**Personal/Career Development**

time management  
goal-setting  
team building  
communication  
cover letter/resume writing  
interview techniques  
job requirements  
employee benefits and wages

**Permanent Restructuring**

history of permanent waving  
chemistry of solutions  
pre-perm analysis  
rod selection  
perming techniques  
custom perm design and wrapping

**State Rules and Regulations**

New York laws and rules  
safety and sanitation requirements

## Instructional Methods

Lectures, demonstrations, participation sessions, audiovisual, and supervised clinic experience are used throughout the course.

## Grading Procedures

Numerical grades are considered according to the following scale:

<b>Grading Scale</b>	<b>Letter Grade</b>	<b>GPA</b>	
100-93	A	4.0	*Honor Roll
92-90	A-	3.7	*Honor Roll
89-87	B+	3.3	
86-83	B	3.0	
82-80	B-	2.7	
79-77	C+	2.3	
76-73	C	2.0	
72-70	C-	1.7	
69-67	D+	1.3	
66-60	D	1.0	
59-0	F	0.0	

Grades will be rounded to the nearest whole number.

## Career Opportunities

Career opportunities in the Cosmetology field include the following:

### *Salon/Spa Industry*

- hair stylist
- makeup artist
- manicurist
- sales representative
- texture specialist
- hair coloring specialist
- salon/spa manager
- salon/spa owner

### *Education and Other Fields*

- instructor
- state board member or inspector
- educational director for a product manufacturer
- consultant/trainer
- school owner
- freelance makeup artist
- stylist or makeup artist for film, theater, fashion or print
- product development

## Student to Teacher Ratio

In accordance with New York state law, the maximum student to teacher ratio is 30:1 in theory courses and 20:1 in skill courses.

**Textbook Information**

- Aveda Education. *Learn Aveda Hair Cutting Curriculum* (2014), Civello, Neil, and Petrillo. Retail price \$305.
- Aveda Education. *Advanced Face to Face* (2011), Aveda. No charge.
- Aveda Education. *Aveda Hair Color Professional Reference* (2014), Aveda. No charge.
- Aveda Education. *The Art and Science of Men's Hair Design* (2007), Aveda. No charge.
- Aveda Education. *Hair Color Solutions* (2013), Aveda. No charge.
- Aveda Education. *Hair Color System* (2013), Aveda. No charge.
- Aveda Education. *Face to Face* (2012), Aveda. No charge.
- Aveda Education. *Connect Aveda* (2012), Aveda. No charge.
- Aveda Education. *The Art and Science of Hair Color and Texture* (2006), Aveda. No charge.
- Aveda Education. *Full Spectrum Hair Color Professional Guide* (2011), Aveda. No charge.
- Pivot Point. *Fundamentals Cosmetology* (2016), Pivot Point. Retail Price \$576.

# Esthiology

## (Diploma)

Prepare for an exciting future in skin care with Aveda Arts & Sciences Institute New York. Our Esthiology curriculum provides 600 hours of skin care training with an emphasis on using pure flower and plant essences in treatments. Upon completion, students will be awarded a diploma and be able to do the following:

- Describe the history and current status of esthetics as a distinct, specialized profession;
- Describe and use ethical principles and practices and comply with state laws and regulations for the profession of esthetics;
- Describe and use good habits for personal appearance, hygiene, a good work ethic, and safe practices for infection control;
- Conduct client consultations and practice effective communication skills;
- Demonstrate an understanding of the structure and function of the human body, with emphasis on the structure and function of the skin, and including conditions and diseases likely to be encountered by estheticians;
- Define, recognize, and assess skin types and skin conditions and their respective contraindications;
- Define principles of chemistry related to the practice of esthetics and safely select, apply, and recommend products based on their chemical composition and properties;
- Define principles of electricity related to the practice of esthetics and safely use electrical defines and treatments;
- Demonstrate an understanding of the effects of nutrition on the health of the skin;
- Skillfully perform facial treatments, back treatments, hair removal, and makeup application; and
- Use proper body mechanics while performing skin care treatments.

### Day (Full time)

Total Weeks: 27 weeks  
Hours per Week: 22.5 hours a week  
Days: Monday through Wednesday or Thursday through Saturday  
Time: 9 am – 5:30 pm (1 hour break)

### Day (Part time)

Total Weeks: 38 weeks  
Hours per Week: 16 hours a week  
Days: Sunday through Monday  
Time: 9:00 am – 6:00 pm (1 hour break)

### Evening (Part time)

Total Weeks: 38 weeks  
Hours per Week: 16 hours a week  
Days: Monday through Thursday  
Time: 5:45 pm – 9:45 pm

## Esthiology Program Outline

Hours	Subject
7	<b>Orientation, including Domestic Violence training</b> School Rules and Regulations; History of Esthetics; The Role of the Esthetician; Qualities of the Professional Esthetician; Code of Ethics; and New York State and Federal Law, Rules, and Regulations; Domestic Violence training
8	<b>Safety and Health</b> Local, State, Federal Safety Codes; Classroom/Student Salon Rules and Regulations; and Hazardous Materials Communications (HAZMAT)
20	<b>Infection Control</b> Types and Classification of Bacteria; Viral, Bacterial, and Fungal Infections; Immunity and Body Defenses; Methods of Infection Control; and Physical and Chemical Agents for Infection Control
30	<b>Anatomy and Physiology</b> Cells, Tissues and Organs; and Body Systems
18	<b>Structure and Functions of the Skin</b> Physiology and Histology of the Skin; Structure and Functions of the Skin; and Appendages of the Skin
5	<b>Nutrition for Healthy Skin and Longevity</b>
12	<b>Skin Disorders and Diseases</b>
23	<b>Skin Analysis</b>
60	<b>Superfluous Hair</b> Theoretical Overview of Permanent Methods (Electrolysis, Thermolysis, Blend); and Temporary Methods of Hair Removal: Manual tweezing and waxing (strip and non-strip)
3	<b>Chemistry</b> Chemistry as Related to Esthetics; and Acidity and Alkalinity
21	<b>Chemistry as Applied to Cosmetics</b> Cosmetics and Skin Care Products; Massage Cream and Oils; New Product Technologies; FDA Laws Governing Cosmetics and Skin Care; and Skin Sensitivity and Allergic Reactions
18	<b>Electricity and Equipment</b> Electricity as Related to Esthetics Equipment; Electrical Equipment Safety; Galvanic Current for Iontophoresis or Desincrustation; High Frequency Current; Esthetics Equipment; Parrafin Unit; and Emerging Technologies
251	<b>Facial and Body Procedures</b> Client Consultation; Skin Analysis, Product Selection and Treatment Recommendations; Facial and Body Procedures; Overview of Various Products to Enhance the Appearance of the Skin; Facial Procedures with Electrical Equipment; Wet and Dry Exfoliations and Applications; and Overview of Advanced Techniques
70	<b>Make-up Techniques</b> Color Theory; Morphology of the Face; Eyebrow Contouring; Make-up Application; Artificial Eyelashes; and Advanced Make-up Techniques
33	<b>Business Practices</b> Business Operation; Accounting and Inventory; Payroll Regulations; Ethics and Professional Conduct; Retailing Techniques; Marketing (Advertising, Retailing, and Promotion); and Customer Relations
12	<b>Career Skills</b>
9	<b>Introduction to Advanced Esthetics</b> Define Paramedical Procedures; Discuss Scope of Licensure; Overview of Medical Procedures; and Pre-and Post-Operative Care
600	<b>Total Hours</b> The above hour requirements must be met by each student in each category.

## **Esthiology Curriculum Overview**

An Aveda Arts & Sciences Institute New York education is rigorous and thorough. Throughout the Esthiology program, you'll cover the following topics in varying levels of depth and detail, giving you an exceptional foundation for your professional career.

### **Anatomy and Physiology**

cells, tissue, and organs  
muscular system  
nervous system  
circulatory system  
endocrine system  
excretory system  
respiratory system  
digestive system

### **Makeup**

color theory  
contoured and classic makeup applications  
dramatic and subtle look lash application

### **Plant Aromaology**

history of plant aromaology  
psychology of aroma  
therapeutic effect  
custom testing and blending  
methods of application

### **Facial Treatments**

skin analysis and consultation  
facial procedures

### **Treatments**

Aveda product systems  
facial treatments  
full body waxing  
methods of hair removal

### **Personal/Career Development**

resume writing  
interview process  
responsibilities of employment  
salary plans, benefits, and insurance  
client retention  
retail strategies  
incentives  
listening and communication  
personal development

### **State Rules and Regulations**

New York laws and rules  
safety and sanitation requirements

### **Chemistry**

bacteriology  
safety and sanitation procedures  
ingredient analysis  
skin disorders  
AIDS and hepatitis  
nutrition

### **Clinic Practice**

clinic set-up  
sanitation  
time management  
daily goals

## Instructional Methods

Lectures, demonstrations, participation sessions, audiovisual, and supervised clinic experience are used throughout the course.

## Grading Procedures

Numerical grades are considered according to the following scale:

<b>Grading Scale</b>	<b>Letter Grade</b>	<b>GPA</b>	
100-93	A	4.0	*Honor Roll
92-90	A-	3.7	*Honor Roll
89-87	B+	3.3	
86-83	B	3.0	
82-80	B-	2.7	
79-77	C+	2.3	
76-73	C	2.0	
72-70	C-	1.7	
69-67	D+	1.3	
66-60	D	1.0	
59-0	F	0.0	

Grades will be rounded to the nearest whole number.

## Career Opportunities

Career opportunities in the Esthiology field include the following:

### *Salon/Spa Industry*

- esthetician
- makeup artist
- sales representative
- salon/spa manager
- salon/spa owner

### *Education and Other Fields*

- instructor
- state board member or inspector
- educational director for a product manufacturer
- consultant/trainer
- paramedical esthetician
- school owner
- freelance makeup artist
- makeup artist for film, theater, fashion, or print

## Student to Teacher Ratio

In accordance with New York state law, the maximum student to teacher ratio is 30:1 in theory courses and 20:1 in skill courses.



**Textbook Information**

- Aveda Education. *Aromalology Participant Guide* (2013), Aveda. No charge.
- Aveda Education. *Advanced Face to Face* (2011), Aveda. No charge.
- Aveda Education. *Face to Face* (2012), Aveda. No charge.
- Aveda Education. *Connect Aveda* (2012), Aveda. No charge.
- Aveda Education. *The Art and Science of Esthiology* (2010), Aveda. No charge.
- Pivot Point International Inc. *Salon Fundamentals – Esthetics (Coursebook, Study Guide)* (2014, 2018), Pivot Point International Inc. Retail Price: \$181.00.

# Academic Schedule

## Cosmetology 3-Day Schedule (Monday through Wednesday 9:00 am – 5:30pm (1-hour break))

Start Date	End Date
September 5, 2023	July 31, 2024
November 13, 2023	October 9, 2024
January 29, 2024	December 25, 2024
April 8, 2024	March 5, 2025
June 24, 2024	May 21, 2025

## Cosmetology 3-Day Schedule (Thursday through Saturday (9:00 am – 5:30pm (1-hour break))

Start Date	End Date
September 7, 2023	August 3, 2024
November 16, 2023	October 12, 2024
February 1, 2024	December 28, 2024
April 11, 2024	March 8, 2025

## Esthiology 3-Day Schedule (Monday through Wednesday 9:00 am - 5:30 pm (1-hour break))

Start Date	End Date
September 5, 2023	March 20, 2024
November 13, 2023	May 29, 2024
January 29, 2024	August 14, 2024
April 8, 2024	October 23, 2024

## Esthiology 3-Day Schedule (Thursday through Saturday 9:00 am – 5:30 pm (1-hour break))

Start Date	End Date
September 7, 2023	March 23, 2024
November 16, 2023	June 1, 2024
February 2, 2024	August 17, 2024
April 11, 2024	October 26, 2024

## Esthiology Evening Schedule (Monday through Thursday 5:45 pm - 9:45 pm)

Start Date	End Date
August 21, 2023	May 23, 2024

## Esthiology 2-Day Schedule (Sunday through Monday 9:00 am - 6:00 pm (1-hour break))

Start Date	End Date
N/A	

# Holiday Schedule

<b>Holiday</b>	<b>Holiday Date Observed</b>
New Year's Day	January 1, 2024
Martin Luther King Day	January 15, 2024
Easter	March 31, 2024
Memorial Day	May 27, 2024
Juneteenth	June 19, 2024
Independence Day	July 4, 2024
Independence Day	July 5, 2024
Labor Day	September 4, 2023
Thanksgiving	November 23, 2022
Thanksgiving	November 24, 2022
Winter Break	December 25, 2023
Winter Break	December 26, 2023
Winter Break	December 27, 2023
Winter Break	December 28, 2023
Winter Break	December 29, 2023
Winter Break	December 30, 2023
Winter Break	December 31, 2023

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

# Cost of Education

## Cosmetology

### For students starting between July 1, 2023-June 30, 2024

Tuition	\$19,000
Kit Fee	\$ 2,950 (with iPad); \$2,550 (without iPad)
Application Fee	\$ <u>100</u>
Total Cost	\$22,050 (with iPad); \$21,650 (without iPad)

## Esthiology

### For students starting between July 1, 2023-June 30, 2024

Tuition	\$ 10,000
Kit Fee	\$ 2,000 (with iPad); \$1,600 (without iPad)
Application Fee	\$ <u>100</u>
Total Cost	\$ 12,100 (with iPad); \$11,700 (without iPad)

To access the institute's e-text, students must have access to an iPad that is able to update to the most current operating system with a minimum of 16GB. The institute's kit includes an iPad, but if a student already owns this device, he or she is not required to purchase it through the school. The cost of the kit without the iPad for each program is noted above.

## Payment Schedule

Students will receive a payment schedule in their enrollment contract. Payments must be received by the due date. If the student is unable to meet this payment schedule, he or she may be placed on a leave of absence until payment is made, or can work with the Financial Aid Office to create an amended payment schedule. The Financial Aid Office will provide students with payment remittance information. A receipt is available for each payment. A statement of account is available anytime upon request.

## Acceptable Methods of Payment

Students can pay by Visa, MasterCard, Discover, American Express, bank check, money orders, cashier check, or cash. Please make all checks payable to Aveda Arts & Sciences Institute New York. The institute does not accept personal checks.

# Financial Aid

Aveda Arts & Sciences Institute New York's Financial Aid counselor is Rachel Harrington. She is available to meet or speak with students to assist them with the financial aid process and answer questions relating to financial aid. You can reach her by phone at (212) 367-0328 or by email at [rachel.harrington@avedaarts.edu](mailto:rachel.harrington@avedaarts.edu).

## **Federal Financial Aid** **Application Process**

In order to have funds available by the time school begins, students are encouraged to begin the application process three months prior to the class starting date. To apply for federal student aid, you need to complete the FAFSA, which is available at [www.fafsa.ed.gov](http://www.fafsa.ed.gov). Aveda Arts & Sciences Institute New York's school code is 038393. You will need to make a FSA ID to access the website. You can make an ID at <https://fsaid.ed.gov/npas/index.htm>.

**Eligibility Requirements-** To qualify for federal student aid (grants and loans), you have to satisfy certain requirements, including the following:

1. demonstrate financial need (for most programs);
2. be a U.S. citizen or an eligible noncitizen\*;  
\* Students meeting the eligible Non-citizen criterion are:
  - A permanent U.S. resident with a Permanent Resident Card (I-551 or I-551C).
  - The holder of an I-94 from the Department of Homeland Security with one of the following designations:
    - Refugee
    - Asylum Granted
    - Parolee – for a minimum of one year and status has not expired
    - Victim of Human Trafficking
    - T-Visa Holder: (T1, T2, T3, etc.)
    - Cuban-Haitian entrant
3. have a valid Social Security number (with the exception of students from the Republic of the Marshall Islands, Federated States of Micronesia, or the Republic of Palau);
4. be registered with Selective Service, if you are a male (you must register between the ages of 18 and 25);
5. be enrolled or accepted for enrollment as a regular student in an eligible degree or certificate program;
6. be enrolled at least half-time to be eligible for Direct Loan Program funds;  
\*Half-time enrollment is at least 12 clock hours per week.
7. maintain satisfactory academic progress;
8. sign the certification statement on the Free Application for Federal Student Aid (FAFSA) stating that
  - you are not in default on a federal student loan and do not owe money on a federal student grant and
  - you will use federal student aid only for educational purposes; and
9. show you are qualified to obtain a college or career school education by
  - having a high school diploma or a recognized equivalent such as a General Educational Development (GED) certificate;
  - completing a high school education in a homeschool setting approved under state law (or—if state law does not require a homeschooled student to obtain a completion credential—completing a high school education in a homeschool setting that qualifies as an exemption from compulsory attendance requirements under state law); or
  - enrolling in an eligible career pathway program and meeting one of the "ability-to-benefit" alternatives. (Note: This institute does not accept ability-to-benefit students).

Each aid program may have additional requirements such as Expected Family Contribution (EFC), financial need, etc. Refer to each program for specific information about eligibility.

If you are incarcerated, have a conviction for a drug offense, or are subject to an involuntary civil commitment after completing a period of incarceration for a sexual offense, your eligibility for federal student aid may be limited.

### **Criteria for Continued Eligibility**

If you want to keep receiving federal student aid, you need to continue to meet the basic eligibility criteria stated above, make satisfactory academic progress (SAP policy), and complete the FAFSA every year. You could also lose aid if you default on a federal student loan or are convicted of a drug offense.

### **Entrance Counseling**

Prior to the first disbursement of a Federal Direct Student Loan, all first-time student borrowers must complete Entrance Counseling. Parents taking out a Direct Plus Loan to help pay for their child's education expenses do not have to complete entrance counseling. Students must complete the session online at [www.studentloans.gov](http://www.studentloans.gov). The process takes approximately 20-30 minutes.

### **Exit Counseling**

A student Direct Loan borrower who is graduating, leaving school, or dropping below half-time enrollment is required to complete exit counseling. Parents who take out a Direct Plus loan do not need to complete exit counseling. The entire counseling process must be completed in a single session at [www.studentloans.gov](http://www.studentloans.gov). Most people complete counseling in 20-30 minutes.

### **Financial Aid Disbursements**

Aveda Arts & Sciences Institute New York will disburse the proceeds of your federal financial aid by crediting it to your school account to pay tuition and fees, room and board, and other authorized charges. If the loan disbursement amount exceeds school charges, the remaining balance of the disbursement will be paid directly to you by check. You will be notified each time we disburse a portion of your loan. The notification will include: (1) expected date and amount of the loan disbursement; (2) right to cancel all or a portion of your loan; and (3) the procedures and time frame for notifying the school that you want to cancel all or a portion of your loan.

### **Frequency of Disbursements**

Disbursements are issued to the school and electronically transferred into the student's tuition account. Federal financial aid is disbursed in two increments – the first disbursement is made 30 days after the first day of school and the second disbursement is made half way through the program. Loans from other sources are disbursed according to New York State law. Aveda Arts & Sciences Institute New York requires students to bring their tuition accounts up to date at the time the funds are disbursed.

### **Student Rights**

You have the right to:

- Obtain written information on loan obligations and information on your rights and responsibilities as a borrower;
- Obtain a copy of your Master Promissory Note (MPN) either before or at the time your loan is disbursed;
- Receive a grace period and explanation of what this means;
- Receive notification, if the Department transfers your loan to another servicer without your consent;
- Receive a disclosure statement, received before you begin to repay your loan, that includes information about interest rates, fees, balance owed, and a loan repayment schedule;
- Receive a deferment or forbearance of repayment for certain defined periods, if you qualify and if you request it;
- Ability to prepay your loan in whole or part anytime without an early-repayment penalty;
- Receive documentation when your loan is paid in full;
- Know what financial aid is available;

- Know the procedures and deadlines for financial aid, including when and how your aid will be disbursed;
- Know how your financial need is determined, including how cost of attendance budgets are developed;
- Know what resources are considered in the calculation of your financial need, and how much of your need as determined by Aveda Arts & Sciences Institute New York has been met;
- Explanation of types of aid contained in your financial aid award, as well as how to retain eligibility for those funds;
- Request a review of your current financial situation if you meet certain criteria based on changes since filing the current aid year FAFSA application;
- Know the criteria for continued financial aid eligibility, including Satisfactory Academic Progress;
- Know method and frequency of financial aid disbursements;
- Know the interest rate on any educational loan you have, the total amount you must repay, the length of the repayment period, when repayment begins and what cancellation or deferment provisions apply;
- Expect that your financial records, your parents' financial records, and your award information will be kept confidential in accordance with the Federal Education Right to Privacy Act (FERPA).

### **Student Responsibilities**

You are responsible for:

- Repaying your loan according to the repayment schedule even if you do not complete the academic program, are dissatisfied with the education received, or unable to find employment;
- Notifying your lender or loan servicer if you (1) move or change your address; (2) change your telephone number; (3) change your name; (4) change your social security number; and (5) change your employer or employer's address or telephone number;
- Make monthly payments on the loan after your grace period ends, unless you have a deferment or forbearance;
- Notifying your lender or loan servicer of anything that might alter your eligibility for an existing deferment or forbearance;
- Filing the appropriate applications and forms for each type of aid that you wish to receive by the established deadline and accurately. Falsification of information on application forms for federal financial assistance is considered a criminal offense;
- Reviewing and understanding the terms and conditions of your financial aid award;
- Providing all requested information to the Financial Aid Office accurately and promptly;
- Maintaining Satisfactory Academic Progress (SAP);
- Reporting all financial assistance, such as scholarships, received from any outside source to the Financial Aid Office;
- Reporting any changes in your name, address or attendance status to the Financial Aid Office;
- Repaying all student loans you receive. You must complete entrance counseling prior to receipt of your first Federal Direct Subsidized or Unsubsidized Loan. Additionally, upon graduation, withdrawal or enrollment less than half-time you will also need to complete exit counseling;
- Understanding the withdrawal and refund policy of the institute. Please be aware that based upon the withdrawal date and refund calculation, the Financial Aid Office may need to return funds to the appropriate federal or state financial aid accounts. Unless instructed otherwise, you should never return funds directly to the federal or state governments, as we must do so for you according to the regulations;
- Complying with the federal rules governing your financial aid awards.

### **Types of Federal Loans and Grants**

#### **William D. Ford Direct Stafford Loans**

Loans made through this program are referred to as Direct Loans, because eligible students and parents borrow directly from the United States Department of Education. You must be enrolled at least as a half-time student to be eligible for a loan. There are three types of loans in this program:

### Direct Subsidized Loans

- **Eligibility Requirements-** These loans are available to undergraduate students with financial need. You need to be enrolled at least half-time. If you are a first-time borrower, you may not receive Direct Subsidized Loans for more than 150% of the published length of your program. If it is your first time receiving a loan, you will be required to complete entrance counseling and sign a Master Promissory Note, agreeing to the terms of the loan.
- **Criteria for determining amount of student's aid and award amount-** The actual loan amount you are eligible to receive is determined by Aveda Arts & Sciences Institute New York and is based on academic year, grade level, whether you are dependent or independent, and other factors such as (1) length of program; (2) cost of attendance; (3) Expected Family Contribution; (4) other aid you receive; and (5) your remaining eligibility under the annual and aggregate loan limits. Your annual loan limit will include both Direct Subsidized Loans and Direct Unsubsidized Loans you receive for the same academic year period.
- **Interest Rate-** The U.S. Department of Education pays the interest on a Direct Subsidized Loan (1) while you are in school at least half-time; (2) for the first six months after you leave school (referred to as a grace period); and (3) during a period of deferment (a postponement of loan payments). For loans disbursed on or after 7/1/23 and before 7/1/24, the interest rate is 5.50%. The interest rate is fixed for the life of the loan.
- **Origination Fee-** There is an origination fee of 1.057% for loans first disbursed on or after October 1, 2020.
- **Paying back your Loan-** After you graduate, leave school, or drop below half-time enrollment, you will have a six month grace period before you are required to begin repayment. During this period, you will receive repayment information from your loan servicer, and you will be notified of your first payment due date.

### Direct Unsubsidized Loans

- **Eligibility Requirements-** These loans are available to undergraduate and graduate students, and there is no requirement to demonstrate financial need. You need to be enrolled at least half-time. If it is your first time receiving a loan, you will be required to complete entrance counseling and sign a Master Promissory Note, agreeing to the terms of the loan.
- **Criteria for determining amount of student's aid and award amount-** The actual loan amount you are eligible to receive is determined by Aveda Arts & Sciences Institute New York and is based on academic year, grade level, whether you are dependent or independent, and other factors such as (1) length of program; (2) cost of attendance; (3) other aid you receive; and (4) your remaining eligibility under the annual and aggregate loan limits.
- **Interest Rate-** You are responsible for paying the interest on this type of loan during all periods. If you choose not to pay the interest while you are in school and during grace periods and deferment or forbearance periods, your interest will accrue and be capitalized. For loans disbursed on or after 7/1/23 and before 7/1/24, the interest rate is 5.50%. The interest rate is fixed for the life of the loan.
- **Origination Fee-** There is an origination fee of 1.057% for loans first disbursed on or after October 1, 2020.
- **Paying back your Loan-** After you graduate, leave school, or drop below half-time enrollment, you will have a six month grace period before you are required to begin repayment. During this period, you will receive repayment information from your loan servicer, and you will be notified of your first payment due date.

### Direct Plus Loan

- **Eligibility Requirements-** To receive a Direct Plus loan, you must be (1) a parent (biological, adoptive, or in some cases, a stepparent) of a dependent undergraduate student enrolled at least half-time at an eligible school; and (2) not have an adverse credit history. If you have an adverse credit history, you may still receive a Direct Plus Loan if you obtain an endorser or if you document to the U.S. Department of Education's satisfaction that there are extenuating



circumstances related to your adverse credit history. An endorser is someone who does not have an adverse credit history and who agrees to repay your federal student loan if you do not. If you have an adverse credit history, but you manage to qualify for a Direct Plus Loan by obtaining an endorser or by providing satisfactory documentation of extenuating circumstances, you must complete special Direct PLUS Loan counseling before you can receive the loan. If you are eligible for a Direct PLUS Loan, you will be required to sign a Direct PLUS Loan Master Promissory Note (MPN), agreeing to the terms of the loan.

- **Criteria for determining amount of student's aid and award amount-** The maximum PLUS loan amount you can borrow is the cost of attendance (determined by the school) minus any other financial assistance received.
- **Interest Rate-** During any period when you are not required to make payments, interest will accrue on your loan. You may choose to pay the accrued interest or allow the interest to be capitalized when you have to start making payments. Your loan servicer will notify you when your first payment is due. For Direct Plus Loans first disbursed on or after July 1, 2023 and before July 1, 2024, the interest rate is 8.05%. These are fixed interest rates for the life of the loan.
- **Origination Fee-** The loan fee is a percentage of the loan amount and is proportionately deducted from each loan disbursement. The percentage varies depending on when the loan is first disbursed. For loans first disbursed on or after October 1, 2020 the fee is 4.228%.
- **Maximum Award-** The maximum PLUS loan amount you can borrow is the cost of attendance (determined by the school) minus any other financial assistance received.
- **Paying back your Loan-** The borrower will be expected to start making payments once the loan is fully disbursed (paid out). However, a borrower may request a deferment while the child is enrolled at least half-time and for an additional six months after the child graduates, leaves school, or drops below half-time enrollment. You do not have to make payments while your loan is deferred.
- **Additional Note:** A Direct Plus Loan can affect your eligibility for other financial aid. Before applying for a Direct Plus Loan, ask your school's financial aid office about federal grants, state and private grants and scholarships, and Direct Subsidized Loans and Direct Unsubsidized Loans.

### **Loan Limits in Direct Loan Program**

For Direct Subsidized Loans and Direct Unsubsidized Loans, there are limits on the maximum amount you may borrow for an academic year (annual loan limits) and the maximum amount you may borrow in total for undergraduate and graduate study (aggregate loan limits). Your annual loan limit will include both Direct Subsidized Loans and Direct Unsubsidized Loans you receive for the same academic year period.

Direct Plus Loans do not have fixed limits. You can borrow up to the cost of attendance at the school you are attending, minus all other financial assistance you receive. Your school will determine the actual Direct Plus Loan amount that you are eligible to receive.

For sample repayment schedules, please contact the Financial Aid Office at the number listed above.

### **Federal Pell Grant**

A Federal Pell Grant, unlike a loan, does not need to be repaid, except under certain circumstances. Some reasons you might need to pay it back include (1) you withdrew early from the program for which the grant was given to you; (2) your enrollment status changed in a way that reduced your eligibility for your grant; and (3) you received outside scholarships or grants that reduced your need for federal student aid.

- **Eligibility requirements-** Federal Pell grants are usually awarded only to undergraduate students who have not earned a bachelor's or a professional degree. In some cases, however, a student enrolled in a postbaccalaureate teacher certification program might receive a Federal Pell Grant. You are not eligible to receive a Federal Pell grant if you are incarcerated in a federal

or state penal institution or are subject to an involuntary civil commitment upon completion of a period of incarceration for a forcible or nonforcible sexual offense.

- **Criteria for determining amount of student's aid-** The amount a student receives depends on (1) financial need; (2) cost of attendance; (3) status as a full-time or part-time student; and (4) plans to attend school for a full academic year or less.
- **Award Amount-** For the 2023-24 award year (July 1, 2023-June 30, 2024), the maximum award is \$7,395. You may not receive Federal Pell Grant funds from more than one school at a time.

### **Aveda Arts & Sciences Institute New York Private Loan**

Before applying for an Aveda Arts & Sciences Institute New York private loan, a student must first apply for and, if granted, accept all forms of other financial aid available to them, including federal, state, and other private loans. You may qualify for loans or other financial assistance under Title IV of the Higher Education Opportunity Act. The terms and conditions of Title IV program loans may be more favorable than the provisions of private education loans. Visit the Department of Education's website for more information about federal loan programs: [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov). Please contact Aveda Arts & Sciences Institute New York's financial aid office if you need assistance in applying for financial aid.

### **Student Eligibility Requirements**

A student is eligible for an Aveda Arts & Sciences Institute New York private loan only if the student satisfies each of the following criteria:

1. The student has applied for and, if granted, accepted all other forms of financial aid available to them;
2. The student is not currently in default with any federal, state, or other loans;
3. The student has applied for and was denied a private loan from another lender;
4. The student is able to make the minimum required payment of at least \$100.00 per month.

### **How to Apply**

To learn more and apply for an Aveda Arts & Sciences Institute New York private loan, contact Aveda Arts & Sciences Institute New York's financial aid office to complete an application and self-certification form. The financial aid office will supply the information required to complete the self-certification form.

### **Private Loan Terms**

**Loan Amount** – An eligible student will be able to apply for an Aveda Arts & Sciences Institute New York private loan in an amount up to the lesser of: (1) the remaining tuition due after subtracting all other forms of financial assistance, including federal, state, and other private loans and grants; or (2) \$9,999.99. If the loan is approved and the student accepts the loan, the funds will be disbursed directly to Aveda Arts & Sciences Institute New York and applied to the student's tuition balance after the expiration of the student's right to cancel the loan. Contact the financial aid office or see the disclosures provided with each loan for additional details.

**Interest Rate** – The loan will accrue interest at a rate of zero percent (0%) while the student is actively enrolled at Aveda Arts & Sciences Institute New York. The loan will accrue interest at a rate of seven percent (7%) when the student is no longer actively enrolled in classes at Aveda Arts & Sciences Institute New York.

**Right to Cancel-** Aveda Arts & Sciences Institute New York gives students the right to cancel a private student loan until midnight on the third business day on which the student receives the final disclosure required by law.

**Payment Terms** – The loan term (*i.e.*, length) will depend on the length of the Aveda Arts & Sciences Institute New York program in which the student is enrolled, but in no event will the loan term exceed five (5) years starting from the date the loan is disbursed. The student will be required to make at least \$100.00 minimum monthly payments during enrollment at Aveda Arts &

Sciences Institute New York.

**Sample Loan Repayment Schedule**

The following is a sample repayment schedule for a loan of \$5,000.00 with a total term of forty-eight (48) months, assuming the student pays only the minimum \$100.00 monthly payment while enrolled at Aveda Arts & Sciences Institute New York for one (1) calendar year:

**MY PAYMENT SCHEDULE WILL BE:**

Number of payments	Amount of each payment	Payments are due monthly, the same day of each month beginning:	APR %
12	\$ \$100.00	5/7/2017	0.00 %
36	\$ \$117.33	5/7/2018	7.00 %
	\$		%
	\$		%

**Default** – A student who borrows an Aveda Arts & Sciences Institute New York private loan must repay the loan in accordance with the terms and conditions of the loan contract signed by the student. In addition to other terms and conditions found in the loan contracts, if the student fails to timely make any payments on time, the loan will be in default. If a loan is in default for 90 days, it may be sent to collections, which could adversely affect a student’s credit score. There is no pre-payment penalty or pre-payment fee if the student chooses to pay off the loan early.

**Other Sources of Financial Aid**

- **Private Scholarships-** A number of organizations and corporations offer scholarships. Check with your employer or parents’ employers for available scholarship programs.
- **Private Loans-** Aveda Arts & Sciences Institute New York does not have a preferred-lender listing for private loans. We recognize that you have many choices when considering a private loan; therefore, we have provided a historical listing of lenders that Aveda Arts & Sciences Institute New York students have utilized in the past three to five prior years in the following link: <https://choice.fastproducts.org/FastChoice/home/3839300>. The order of lenders in the list is alphabetical and does not infer preference for a particular lender. Aveda Arts & Sciences Institute New York does not endorse any lender. You may choose any private loan lender you prefer whether or not they are on the list. You may choose a lender that best meets your needs and requirements. In addition, you can use general Internet search engines to look for private loans. Federal loan borrowing is always encouraged first.
- **Veterans Benefits-** Students eligible for Veteran Education benefits may be able to use these funds to help finance their education. To apply, you can apply online at [www.gibill.va.gov](http://www.gibill.va.gov). You can also visit your nearest VA regional office to apply in person, or call 1-888-GI BILL-1 (888-442-4551) to have the application mailed to you. The institute’s VA Certifying Official also has application forms and can help you apply. Please bring your certificate of eligibility to the financial aid office to begin enrollment certification with the VA.
- **Segal Americorps Education Award-** You are eligible for a Segal AmeriCorps Education Award if you successfully complete a term of service with one of the following approved AmeriCorps programs in accordance with your member contract: AmeriCorps State and National Program; AmeriCorps VISTA Program; AmeriCorps NCCC Program. To access and manage the award, register online at <https://my.americorps.gov/mp/login.do>. You can check award balances, access important financial information, request forbearance, and make payments to your educational institution or loan holder.

# Refund Policies

## **Institutional Refund Policy**

The institutional refund policy applies to all withdrawals and terminations for any reason by either party who signs the enrollment contract. To terminate the enrollment contract, either party must send written notice to the other through the mail, postage prepaid, either registered or certified mail, and return receipt requested to the Director or student or to the Director or student in person. The failure of a student to immediately notify the Director in writing of the student's intent to withdraw may delay a refund of tuition to the student pursuant to section 5002(3) of the New York Education Law.

The institutional refund policy is as follows:

1. The institute will keep the nonrefundable application fee of all students who apply to the institute, but are denied admission.
2. If a program is canceled prior to or after a student's enrollment, the institute will provide a refund of all money paid.
3. If the institute is permanently closed and no longer offering instruction prior to or after a student has enrolled, the student is entitled to a full refund of all money paid.
4. A student who cancels within 7 days after midnight of the day on which the agreement was signed, but before instruction begins, receives all money returned with the exception of the nonrefundable application fee. Thereafter, a student will be liable for:
  - a. the nonrefundable application fee plus;
  - b. the cost of the kit; plus
  - c. the tuition liability as of the student's last date of physical attendance determined by the below charts. Tuition liability is determined by the number of quarters or terms in the program. Total tuition liability is limited to the quarter or term during which the student withdrew or was terminated and any previous quarters or terms completed.

**For Students Starting Between July 1, 2023-June 30, 2024**

<b>Full-time Cosmetology 22.5 hours per week (Three terms - 15 weeks, 15 weeks, 15 weeks)</b>					
<b>First Term</b>			<b>Subsequent Terms</b>		
<b>If termination or withdrawal occurs</b>	<b>School may keep</b>	<b>Student Refund</b>	<b>If termination or withdrawal occurs</b>	<b>School may keep</b>	<b>Student Refund</b>
Prior to or during the first week	0%	100% (\$6,333.33)	During the first week	20%	80% (\$5,066.67)
During the second week	20%	80% (\$5,066.67)	During the second week	35%	65% (\$4,166.67)
During the third week	35%	65% (\$4,116.67)	During the third week	50%	50% (\$3,166.67)
During the fourth week	50%	50% (\$3,166.67)	During the fourth week	70%	30% (\$1,900)
During the fifth week	70%	30% (\$1,900.00)	After the fourth week	100%	0% (\$0)
After the fifth week	100%	0% (\$0)			

<b>Full-time Esthiology 22.5 hours per week (Two quarters – 13.33 weeks, 13.33 weeks)</b>					
<b>First Quarter</b>			<b>Subsequent Quarters</b>		
<b>If termination or withdrawal occurs</b>	<b>School may keep</b>	<b>Student Refund</b>	<b>If termination or withdrawal occurs</b>	<b>School may keep</b>	<b>Student Refund</b>
Prior to or during the first week	0%	100% (\$5,000.00)	During the first week	25%	75% (\$3,750.00)
During the second week	25%	75% (\$3,750.00)	During the second week	50%	50% (\$2,500.00)
During the third week	50%	50% (\$2,500.00)	During the third week	75%	25% (\$1,250.00)
During the fourth week	75%	25% (\$1,250.00)	After the third week	100%	0% (\$0)
After the fourth week	100%	0% (\$0)			

<b>Part-time Esthiology 16 hours per week (Three quarters –12.5 weeks, 12.5 weeks, 12.5 weeks)</b>					
<b>First Quarter</b>			<b>Subsequent Quarters</b>		
<b>If termination or withdrawal occurs</b>	<b>School may keep</b>	<b>Student Refund</b>	<b>If termination or withdrawal occurs</b>	<b>School may keep</b>	<b>Student Refund</b>
Prior or during the first week	0%	100% (\$3,333.33)	During the first week	25%	75% (\$2,500.00)
During the second week	25%	75% (\$2,500.00)	During the second week	50%	50% (\$1,666.67)
During the third week	50%	50% (\$1,666.67)	During the third week	75%	25% (\$833.33)
During the fourth week	75%	25% (\$833.33)	After the third week	100%	0% (\$0)
After the fourth week	100%	0% (\$0)			

See Addendum C for Weekly Liability Chart

Any moneys due to the applicant or student shall be refunded within 45 calendar days of (1) the postmark date on the written notification or the date the notice is delivered to the Director in person; or (2) the date which the student is deemed to have withdrawn pursuant to section 5002(3)(g) of the New York Education Law. That section states that if a student has failed to attend classes for a period of 30 calendar days, the institute shall send by regular mail a notice to the student that the student shall be deemed to have withdrawn from the program if the student does not notify the institute to the contrary within 12 days from the date on which the letter is sent. If the student fails to respond within such 12 day period, the student shall be deemed to have withdrawn. The institute shall maintain evidence that the refund is received by the recipient in a timely manner, such as, but not limited to, a cancelled check, bank reconciliation, signed receipt of delivery, or documentation that funds were disposed of in accordance with the applicable regulations.

### **Federal Title IV Refund Policy**

Federal law determines how the institute must determine the amount of Title IV program assistance a student earns if he or she withdraws from school. The Title IV program funds that are covered by this law are: Federal Pell Grants, Direct Loans, and Direct PLUS Loans.

Though aid is posted to a student's account at the start of each period, the student earns the funds as he or she completes the period. If the student withdraws during the payment period, the amount of Title IV program assistance students earn is determined by a specific formula. If the student receives less assistance than the amount earned, the student may be able to receive those additional funds. If the student received more assistance than earned, the institute must return the excess funds.

The amount of assistance a student earns is determined on a pro rata basis. For example, if a student completed 30% of his or her payment period, the student would earn 30% of the assistance originally scheduled to receive. Once a student completes more than 60% of the payment period, the student earns all of the assistance scheduled for that period.

### Withdrawal Date

A student's withdrawal date is used to calculate the percentage of the payment period completed and is always the student's last date of attendance.

If a student did not receive all the funds earned, he or she may be due a post-withdrawal disbursement. If the post-withdrawal disbursement includes loan funds, the institute must obtain a student's permission before it can disburse them. The student may choose to decline some or all of the loan funds so that the student does not incur additional debt. The institute may automatically use all or a portion of the post-withdrawal disbursement or grant funds for tuition and fees as contracted with the institute. The institute needs a student's permission to use the post-withdrawal grant disbursement for all other school charges. If the student does not provide his or her permission, the student will be offered the funds. However, it may be in the student's best interest to allow the school to keep the funds to reduce his or her debt at the institute.

Because of other eligibility requirements, there may be Title IV program funds that a student is scheduled to receive which are not available once he or she withdraws. For example, a first-time, first-year undergraduate student, who has not completed the first 30 days of the program before withdraw, is not eligible for Direct Stafford Loan funds that he or she may have received had the student remained enrolled past the 30<sup>th</sup> day.

If a student receives (or school or parent on the student's behalf) excess Title IV Program funds that must be returned, the institute must return a portion of the excess equal to the lesser of:

1. The student's institutional charges multiplied by the unearned percentage of funds, or
2. The entire amount of excess funds.

The institute must return this amount even if it did not keep this amount of the student's Title IV funds.

If the school is not required to return all of the excess funds, the student must return the remaining amount. Any loan funds that a student must return (or the student's parent for a Direct Plus Loan), the student (or parent) must repay in accordance with the terms of the promissory note. That is, the student (or parent) must make scheduled payments to the holder of the loan over a period of time.

Any amount of unearned grant funds that a student must return is called an overpayment. The maximum amount of a grant overpayment that a student must repay is half of the grant funds a student received or was scheduled to receive. The student does not have to repay a grant overpayment if the original amount of the overpayment is \$50 or less. The student must make arrangements with the institute or the Department of Education to return the unearned grant funds.

The requirements for Title IV program funds when a student withdraws are separate from the institute's refund policy. Therefore, a student may still owe funds to the institute to cover unpaid institutional charges. The institute may also charge a student for any Title IV program funds that the institute was required to return.

For questions about Title IV program funds, a student can call the Federal Student Aid Information Center at 1-800-4-FEDAID. Information is also available on the U.S. Department's "Financial Aid for Student's Home Page" at [www.studentaid.gov](http://www.studentaid.gov).

Any unearned Title IV funds must be returned to the appropriate program within 45 days of the date of determination of withdrawal.

#### *Date of Determination of Withdrawal*

The date of determination is the earlier of:

- The date the student notifies the institute of the student's withdrawal or the date of the student's withdrawal, whichever is later;
- The date the institute terminates the student;
- The student has failed to attend classes for a 14 calendar days period. For purposes of determining the amount of the refund, the date of the student's withdrawal shall be deemed the last date of recorded attendance. For the purpose of determining when the refund must be paid, the student shall be deemed to have withdrawn at the end of the 14-day period.

Returns by the institute shall be paid, as applicable, in the following sources, in order, up to the total net amount disbursed from each source.

1. Unsubsidized Direct Loans (other than Direct PLUS loans);
2. Subsidized Direct Loans;
3. Direct Plus Loans; and
4. Federal Pell Grants for which a return is required.

Any unearned funds that have not yet been disbursed to the student must be offered to the student within 30 days of the date of determination if not applied directly to the student's account.

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

#### **Lockers and Assigned Stations**

Students must vacate their locker and assigned station 5 school days from the student's withdrawal. Aveda Arts & Sciences Institute New York is not responsible for lost or missing items after a student has

withdrawn.

### **Transcript Requests**

A two week waiting period will also exist before a transcript request can be fulfilled for a withdrawn student. To receive a transcript, the student must send a transcript request in writing to the Student Care Manager. To receive the transcript, the student is required (1) to complete and return loan exit paperwork; and (2) pay a \$5.00 fee. All students have the right to view their transcripts with proper notification to the Registrar.

### **Veterans Refund Policy**

If the student receives veteran's benefits for attendance in a state or federally approved course and fails to enter the course, withdraws or if the student is terminated at any time prior to completion, that student receives a refund of all tuition fees and other charges which exceed a prorata portion of the total charges. The prorata portion is determined by the ratio of the number of days or hours of instruction completed to the total number of instruction days or hours in the course, in accordance with Chapter 36, Title 38 US Code Section 1776. An established registration fee in an amount not to exceed \$10 need not be subject to proration. Where the established registration fee is more than \$10, the amount in excess is prorated.



# Attendance and Academics

## **Attendance**

Students are required to attend a minimum of 90% of the hours possible based on the applicable attendance schedule in order to satisfy the attendance requirements for phase progression. Attendance is evaluated at the end of each phase to determine if the student has met the minimum requirements. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. At the end of each phase, Aveda Arts & Sciences Institute New York will determine if the student has maintained at least 90% cumulative attendance since the beginning of the program. Students who do not meet this requirement will continue in the phase. During this time the student will receive assignments covering the missed content and make up missed hours to meet the phase standards and requirements. No student will move to the next phase until they complete all requirements and are at a 90% attendance rate. No student will be allowed to graduate from Aveda Arts & Sciences Institute New York until all hours and requirements have been met. Students are not permitted to use repeat hours towards graduation.

## **Illness**

If a student misses time from school due to illness the student may be entitled to excused school days off with supporting documentation. Supporting documentation must be from a medical professional. Please send requests for an illness absence to be excused, along with supporting documentation, to the Student Care Manager for approval within 5 days of the absence. Absences will not be excused if documentation is not submitted within 5 school days after returning to school.

## **Bereavement**

In the unfortunate event of the death of a spouse or domestic partner, child, mother, father, sister, brother, grandparent, grandchild, or corresponding in-law or step relation, students will be entitled to up to five approved school days off with necessary supporting documentation. One approved school day off will be provided for the death of any other family member with supporting documentation. Please send requests for bereavement, along with supporting documentation, to the Student Care Manager for approval. In the event a student needs additional time, it will add to your total absent hours.

## **Dependent Care**

If a student misses time from school due to dependent care issues such as childcare availability or a sick child, the student may be entitled to excused school days off with necessary supporting documentation. Please send requests for dependent-care related absences to be excused, along with supporting documentation, to the Student Care Manager for approval.

## **New York Academic Standing**

Any student who is absent more than 15% of the total number of instructional hours offered during each marking period and who has not maintained academic progress shall be placed on academic probation. Any student who fails to meet academic progress at the end of any marking period, regardless of attendance will also be placed on academic probation. For Cosmetology students, the first marking period will end at 500 actual clock hours. For Esthiology students, the first marking period will end at 300 actual clock hours. Acceptable academic progress is defined as a minimum cumulative grade average of 80%. A student placed on academic probation who fails to raise his or her cumulative grade average to 80% and who fails to maintain attendance for at least 85% of the instructional hours offered during the probationary period shall be dismissed.

In addition to the requirements for New York Academic Standing, students are also required to maintain overall Satisfactory Academic Progress (SAP) to maintain eligibility for financial aid from Title IV funds. Those standards require a cumulative rate of attendance of 70% (regardless of attendance during a marking period), and a cumulative grade average of 80% at the end of each evaluation period. A full description can be found in the Satisfactory Academic Progress (SAP) Policy.

**Military Duty**

In the event a student is called for military obligation, the student will be entitled to days off with necessary supporting backup documentation. Please send requests, along with supporting backup documentation, to the Student Care Manager.

**Time Record Policies**

Aveda Institute New York is a clock hour institution, and as a result tracking students' time at school is very important. Instructors take attendance in class each day and record the number of hours students earn in an attendance book. In addition, students must clock in at the beginning of the day and at the end of the school day. It is the student's responsibility to review the time clock reports weekly for accuracy. Any adjustments to the students' time clock entries need to be corrected within one week of receiving the time reports and must be communicated through an educator and submit the corresponding time clock variance form to the Student Care Manager for the correction to be made. The registrar will check the physical attendance book against the time clock entry. The educator will then verify by affirmation and signature the accuracy of the attendance register.

If a student fails to clock in and out as required above, it will be considered a minor standard violation.

**Tardiness or Early Departure**

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.

**Breaks**

Students in the full-time Cosmetology and Esthiology programs are given one hour each day for a break. This break must be taken all at the same time. It cannot be taken in increments, such as four 15-minute breaks. Instructors will determine when students take their breaks. Students in the part-time Cosmetology and Esthiology program do not have daily breaks because they are in school a shorter period of time each day than the full-time students.

# 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 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 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.**

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.

# Satisfactory Academic Progress Policy

The Satisfactory Academic Progress (SAP) policy is consistently applied to all students enrolled at Aveda Arts & Sciences Institute New York. It is printed in the catalog to ensure that all students receive a copy prior to enrollment. This 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 for SAP at the midpoint and end of each quarter/term, as follows:

Full-time Cosmetology (1000 hrs; 22.5 hrs/wk; 45 weeks):

168.75, 337.5, 506.25, 675, 843.75, 1000 clocked (actual) hours (7.5, 15, 22.5, 30, 37.5, 45 weeks)

Full-time Esthiology (600 hrs; 22.5 hrs/wk; 26.67 weeks):

150, 300, 450, 600 clocked (actual) hours (6.67, 13.33, 20, 26.67 weeks)

Part-time Esthiology (600 hrs; 16 hrs/wk; 37.5 weeks):

100, 200, 300, 400, 500, 600 clocked (actual) hours (6.25, 12.5, 18.75, 25, 31.25, 37.5 weeks)

Evaluations will determine if the student has met the minimum requirements for SAP. The frequency of the evaluations ensures that students have had at least one evaluation by midpoint in the course or the academic year, whichever occurs sooner. An academic year is defined as 1000 clock hours.

## Attendance Progress Evaluations

Students are required to attend a minimum of 70% of the hours possible based on the applicable attendance schedule in order to be considered maintaining SAP. Evaluations are conducted at the end of each evaluation period to determine if the student has met the minimum requirements. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. At the end of each evaluation period, Aveda Arts & Sciences Institute New York will determine if the student has maintained at least 70% cumulative attendance since the beginning of the program which indicates that, given the same attendance rate, the student will graduate within the maximum time frame allowed.

## Maximum Time Frame

The maximum time (150% of course length) allowed for students to complete each course at SAP is stated below:

Course	Maximum Time Allowed	
	Weeks	Scheduled Hours
Full-time Cosmetology (22.5 hrs/wk) – 1000 hours	67.50	1,500
Full-time Esthiology (22.5 hrs/wk) – 600 hours	40.00	900
Part-time Esthiology (16 hrs/wk) – 600 hours	56.25	900

Students who have not completed the course within the maximum timeframe will be terminated and cannot reenroll in the school on a cash pay basis after termination for exceeding the maximum timeframe.

## Academic Progress Evaluations

Students are required to maintain a cumulative grade point average (GPA) of 80% or higher to be considered maintaining SAP. 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 number of practical experiences. Academic learning is evaluated at the same

intervals as attendance. The academic grade consists of written and practical tests, homework, and projects. Practical skills are evaluated according to criteria adopted by the institute. Incomplete projects, exams, and practical work are recorded as a “0” and averaged into the final grade of each phase.

Numerical grades are considered according to the following scale:

<b>Grading Scale</b>	<b>Letter Grade</b>	<b>GPA</b>	
100-93	A	4.0	*Honor Roll
92-90	A-	3.7	*Honor Roll
89-87	B+	3.3	
86-83	B	3.0	
82-80	B-	2.7	
79-77	C+	2.3	
76-73	C	2.0	
72-70	C-	1.7	
69-67	D+	1.3	
66-60	D	1.0	
59-0	F	0.0	

Grades will be rounded to the nearest whole number.

**Makeup Work  
Lost Hours**

Students are responsible for making up the hours they missed in their program. Team Leads will work with students to determine when students can makeup missed hours. If a student misses a scheduled makeup session three times, he or she will be terminated from the program.

**Tests, Projects, and Workbooks**

*Prior Knowledge of Absence*

If a student knows in advance that he or she will be absent for a test or absent on the day a project or workbook is due, he or she can arrange to take the test before the testing date or turn in the project or workbook before the due date and receive up to 100%. If a student fails to do so, he or she will receive 0% on the missed test, project, or workbook.

*Lack of Prior Knowledge of Absence*

If a student becomes ill, has an accident, death of a family member, or other extenuating circumstance on the day of a test that prevents him or her from coming to school, he or she is responsible for contacting his or her instructor to make up the test and can receive up to 100%. Students have 10 school days to make up the test. Failure to do so will result in the student receiving a 0% on the test.

If a student becomes ill, has an accident, death of a family member, or other extenuating circumstance on the day a project or workbook is due, he or she is responsible for turning it in on the day he or she returns to school and can receive up to 100%. Failure to do so will result in the student receiving 0%.

*Tardy on Day of Test*

If a student is late for a test, he or she can still take the test but the maximum score he or she can obtain is 80%. Students must turn in projects and workbooks on the day they are due. Failure to do so will result in the student receiving 0%.

**Determination of Progress Status**

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making SAP until the next scheduled evaluation. If a student is NOT making SAP 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.

Students will be notified of any evaluation that impacts eligibility for financial aid, if applicable. SAP 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 and are eligible for financial aid while in the warning period. Students placed on warning will graduate in warning status as there is only one evaluation in the program.

### **Appeal Procedure**

If a student is determined to not be making SAP, the student may appeal the determination within five business days of the determination. Reasons for which students may appeal a negative progress determination include death of a relative, an injury or illness of a student, or any other allowable or special or mitigating circumstance. The student must submit a written appeal on the SAP Appeal form to the Student Care Manager. The student must describe why he or she failed to meet SAP, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow him or her to achieve SAP by the next evaluation point. Appeal documents will be reviewed by the Director, who will decide whether to grant or deny the appeal within 10 business days of the Director's receipt of the appeal. The final decision will be reported to the student. The appeal and decision documents will be retained in the student's file. If the student prevails upon appeal, the SAP determination will be reversed, the student will be considered to be maintaining SAP, and no warning period will be necessary.

### **Re-Establishment of Satisfactory Academic Progress**

Students may reestablish SAP and eligibility for Title IV aid, as applicable, by meeting minimum attendance and academic requirements by the end of the warning 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 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.

### **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.

### **Noncredit, Remedial Courses, Repetitions, Changing Majors, English as a Second Language (ESL)**

Noncredit, remedial courses, and repetitions do not apply to this institute. The institute also does not allow a student to change from one program to another after the student has started a program. In addition, the institute does not accept English as a Second Language (ESL) courses for credit or offer those courses. Therefore, these items have no effect upon the institute's SAP standards.

# Professional Standards and Conduct

To help you achieve excellence in Cosmetology and Esthology, we have established these guidelines to ensure fairness, understanding and positive work habits among our students. Because every student is a future employee, manager or entrepreneur, you must meet these standards of professionalism, which will prepare you for the demands of your future career.

## Dress Code

Aveda Arts & Sciences Institute New York maintains an aesthetic standard for students, which encompass all aspects of personal hygiene, grooming, and a strict dress code requirement. Students are to arrive at school groomed, in full uniform, and in compliance with all appearance standards. The dress code is required if a student is clocked in and accruing hours.

Aveda Arts & Sciences Institute New York reserves the right to maintain an aesthetic standard for all students. This includes personal hygiene, grooming and, to the extent appropriate, makeup, appropriate facial hair and standard dress-code adherence. The professional appearance of students includes but is not limited to the following:

- **Shirts:** Students must wear professional solid black short or long sleeved shirts. The shirt cannot have print on it unless it is Aveda. Students cannot wear hooded shirts. Undergarments and midriff may not be visible.
- **Pants:** Students must wear professional full length solid black dress pants. Jeans, yoga pants, sweatpants, leather and vinyl are not acceptable. Undergarments may not be visible.
- **Skirts and Dresses:** Students are allowed to wear solid black skirts and dresses with solid black leggings, tights, or nylons. All dresses and skirts can be no shorter than 4 inches above the knee. Undergarments may not be visible.
- **Nails:** Students' nails must be clean, well groomed, and professional in appearance. Students' nails may be colored (except Esthology students for hygienic reasons), but may not be chipped.
- **Footwear:** Students must wear professional solid black footwear that covers the heel and toe. Esthology students must ensure that their shoes are soft-soled and nonskid when on the clinic floor. If students wear socks, they must be black.
- **Apron:** An apron is supplied in the student's kit. It must be clean, neat, not torn, unstained, unaltered, and worn at all times when in the building.
- **Student Identification:** Student name tags are to be worn as issued during all clocked hours to identify students and staff to guests. If lost, the student must replace it, at a cost of \$10.00.
- **Electronic Devices:** Students may be asked to remove cell phones, headphones or other electronic devices if they are deemed a distraction or inspiring unprofessional behavior. Failure to comply will be considered a minor violation. Personal electronic devices cannot be used during exams.
- **Aroma:** Students cannot wear synthetics. All aromas worn must be Aveda.
- **Head Attire:** Students may wear headbands provided that they do not cover more than 1/3 of the head. Students may not wear any other head attire unless for a religious purpose.

There will be opportunities for students to dress differently on designated days. Participation in these events may require a donation and is optional.

## Conduct

Students are expected to conduct themselves in a professional manner at all times.

1. Food, candy, beverages, and gum are allowed in the lunchroom area only.
2. Aveda Arts & Sciences Institute New York is a smoke-free facility. Smoking is not allowed on school property or from Sixth Avenue to Varick Street and Spring Street to Vandam Street.
3. One personal bag is allowed in the classroom, but no personal bags are allowed on the clinic floor. Students should not bring valuable items to the institute. The institute is not responsible for



- lost, stolen, or missing personal items.
4. To ensure that each student receives consistent and comprehensive instruction in the classroom and clinical environments, students must remain in assigned areas or receive instructor permission to be in unassigned areas.
  5. All services or work done by students must be assigned by, performed under the supervision of, and evaluated by an instructor within the educational situation. This includes services students perform on one another.
  6. Student kits are to be used for assigned services only. Only authorized solicitation of products, merchandise or services will be considered professional.
  7. Students are responsible for their own personal property and are required to provide locks for their lockers to secure their property. Students requiring their lock to be cut off must notify their Academic Team Leader or the Facility and Dispense Coordinator. Students will be provided with a key to the lock for their clinic floor and classroom stations. This lock is the property of Aveda Arts & Sciences Institute New York and must be returned prior to completion of the program. If a student loses the lock, the student must pay a \$30 replacement fee. If students leave by transfer, withdrawal, or termination, they will need to take all of their belongings with them. Items left in the locker and/or workstation will be disposed of five school days after students' withdrawal or termination. In addition, students who exceed their anticipated graduation date are not guaranteed a locker or station due to space limitations.
    - Search policy: Lockers and stations furnished for student use belong to the institute and are subject to search by school or police officials at any time for any reason. By entering onto the premises of the school, students agree that they and any parcels, including handbags, briefcases, purses, or other items and personal belongings are subject to reasonable search by school personnel at any time, for any reason.
  8. For the student to perform professional services, Aveda Arts & Sciences Institute New York provides students with kits. Students must inventory and label their kits. If anything needs to be repaired at the time the student receives the kit, the item(s) will be sent to the vendor for repair. Each student is responsible to have his/her kit complete and all of its contents maintained during school hours. The kit is to be used only on guests and is not intended for personal use. If any kit items are missing or damaged, the student must immediately replace the items. This means that students have to purchase missing items of the same or similar quality with their own money or retail vouchers. Aveda Arts & Sciences Institute New York is not responsible for missing or stolen items.
  9. Stealing, cheating, defacing or damaging student or school equipment and/or property will result in termination and require monetary restitution.
  10. 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.

## **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.

## **Safety**

### *Medical Emergencies and Accidents*

Aveda Arts & Sciences Institute New York's goal is to provide and maintain a safe and non-violent academic and working environment. In an effort to consistently reach this goal, we have established the following procedures in the event that a student witnesses or becomes involved in an incident.

All students are encouraged to remain calm and to take an active role in maintaining a safe environment. To avoid accidents and injuries, students are required to take preventative measures by:

- using equipment properly;
- following manufacturer's directions when using chemicals and products;
- immediately wiping spills found on the floor;
- assisting elderly and disabled clients; and
- keeping all aisles and areas around work stations including classrooms free from personal items and/or debris.

### *Emergency (medical)*

Notify a staff member immediately, so they can call 911, in case of a medical emergency such as:

- serious fall;
- apparent heart attack;
- unconsciousness;
- chemical product (spills in the eye or swallowing); or
- violent acts, assault, or rape.

The staff should:

- notify the administrative personnel of the location and nature of the accident;
- stay with the injured person;
- have someone meet the emergency personnel; and
- keep the area clear of bystanders.

Students must assist in the documentation of the incident.

### *Non-Emergency (medical)*

All accidents must be reported to an instructor/staff member. The instructor or security will attend to the injured client or student and determine if professional medical attention is required. If there is any doubt, it is recommended that the injured person see a doctor.

### *Safety Reports*

For all accidents, a team leader/manager on duty must be called to the scene to gather the following information and fill out an incident report:

- name, address, phone number of the injured person;
- name of student(s) and instructor working on the client (if applicable);
- date and time of accident;
- description of how the accident occurred; and
- name, address, phone number of other witnesses to the accident.

# Standard Violations and Internal Grievance Procedure

## Minor Standard Violations

Minor standard violations include the following:

- Refusal to service clients unless for a legitimate legal reason;
- unprofessional behavior;
- cheating;
- dress code violations;
- excessive tardiness;
- failure to clock in or out; or
- any behaviors deemed to be disruptive.

Anytime during the student's program, the violation of a minor standard may result in dismissal for the day or suspension and repeated violations may result in termination from the program.

## Major Standard Violations

Major standard violations include:

- Using, under the influence of, or in possession of controlled substance or alcohol;
- defacing or destroying property;
- stealing personal or company property;
- falsifying documents or timekeeping;
- threats;
- committing fraud;
- abusing and/or causing physical harm to others;
- harassing or bullying behaviors;
- Aveda product diversion;
- possession of handguns or other weapons; and
- violating local, state, or federal laws

Anytime during the student's program, the violation of a major standard will result in termination. If a student is terminated from a program for a major violation, he or she will not be considered for reentry into any program.

## Suspensions

The Institute Director determines whether a student's conduct should result in suspension. Students will be provided with a written warning of suspension and must meet with the Institute Director prior to suspension implementation. Students who are suspended will be dismissed for the day and will be informed, in writing, of any suspension including its length and the appeal procedure outlined below.

Students must make up hours missed due to a suspension within the contract timeframe and must agree to the schedule for make-up hours. Students will not be assessed additional charges for missed days due to suspension. Hours missed due to the suspension will not count as attempted hours for purposes of SAP and students who are suspended will return in the same satisfactory progress status as at the time of withdrawal. Any test, quiz, assignment, or grades missed due to the suspension will be removed from the calculation of the GPA. When a student returns from a suspension, they must sign an enrollment contract addendum, and their enrollment contract will be extended by the number of days taken in the suspension.

Students cannot be suspended more than one time during their program. Repeated occurrence of violations warranting suspension will result in termination from the program.

## **Terminations**

The Student Care Manager will manage all terminations. Students must be current on all fee and payment obligations in order to receive an official transcript. The student may be required to complete and return loan exit paperwork to the financial aid department. The student's locker and assigned station must be vacated five school days after the institute's determined date of termination. The student must contact the facilities lead to arrange for removal of items. The Aveda Arts & Sciences Institute New York reserves the right to send via a traceable method items left in the students locker and/or station to the address listed on file. Aveda Arts & Sciences Institute New York is not responsible for lost or missing items after the student has been terminated. If a student is terminated from the institute, they are not eligible to enroll into any future programs at the school.

## **Internal Student Grievance Procedure**

The institute will make every attempt to resolve any student complaint that is not frivolous or without merit. Evidence of final resolution of all complaints will be retained in school files to determine the frequency, nature, and patterns of complaints for the institute.

### *Grievances regarding Institute*

- *Step 1:* Students are required to share solutions to challenges that they observe in their classrooms and on the clinic floor by submitting the Challenge/Solution form in the locked box outside the administration office. Students can obtain the form from any member of administration.
- *Step 2:* After submitting the form, the student will meet with the Director to discuss the grievance(s). The Director and Student Care Manager will then create a plan toward resolution of the grievance within 10 school days of submission of the form. The decision will be reported to the student.

### *Complaints regarding Policy Decisions, including Student Suspension or Termination*

If a student receives warning of suspension, he or she can appeal the institute's determination on the day of dismissal using the form provided by the Student Care Manager. If a student is terminated or disagrees with an institute policy decision, he or she can appeal within five business days from the institute's determination on the form provided by the Student Care Manager.

Reasons for which students may appeal a negative determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student's appeal must contain the following:

- Reason(s) why the policy determination was incorrect or the student failed to adhere to the policy;
- Reason(s) why the policy determination should be overturned, along with supporting documentation;
- If a Satisfactory Academic Progress (SAP) determination, the appeal must include a response on what has changed about the student's situation that will allow him or her to achieve SAP by the next evaluation point, or if based on the institute's internal academics/attendance policy, what changed about the student's situation that will allow him or her to be successful if granted the appeal to return to school.

Appeal documents will be reviewed by the Director and a decision will be made and reported to the student prior to implementation of a proposed suspension, or within 10 business days of the Director's receipt of the appeal for terminations and all other policy decisions. The appeal and decision documents will be retained in the student's file.

A student can also file a complaint with the institute's accreditor or state regulatory agency. The institute's accreditor can be reached at National Accrediting Commission of Career Arts & Sciences, Inc. ("NACCAS"), 3015 Colvin Street, Alexandria, VA 22314, (703) 600-7600. The student can also write to the New York State Education Department, Bureau of Proprietary School Supervision (BPSS), at 116 West 32nd Street, 5th floor, New York, New York 10001, (212) 643-4760. For information regarding

complaint procedures pursuant to New York Education Law section 5003 and a description of the process for obtaining a tuition refund from the tuition reimbursement fund pursuant to section 5007 of the New York Education Law see Addendum A.

# Technology Use and Social Media

Technology and social media can make our lives better and easier. They are a powerful tool and the Aveda Arts & Sciences Institute New York encourages students to learn to use technology and social media effectively and appropriately. But if you use technology or social media in a way that is unlawful or inappropriate, it may have negative business and legal consequences for you and for the Institute. Also, the Aveda Arts & Sciences Institute New York expects its students to conduct themselves in a way that reflects positively on both the student and the school. Therefore, we have this Technology Use and Social Media Policy (the “Technology Policy”) and you must comply with its requirements as a condition of your participation in the Aveda Arts & Sciences Institute New York’s programs.

## 1. Definitions.

**A. Technology Resources.** For purposes of this policy, “Technology Resources” means any technological device or other technological resource you may use while you are a student at Aveda Arts & Sciences Institute New York, including but not limited to computers, tablet devices, smart phones, e-readers, other mobile devices, network access, email, Internet, and other online tools. It does not matter whether the device or resource is owned or provided by the Institute, or is personally owned and paid for by you.

**B. Social Media.** “Social Media” means any online tool through which people communicate, including but not limited to:

- Blogs (web-based journals) and micro-blogs (e.g., Twitter);
- Social networking sites (e.g., Facebook, LinkedIn, social gaming sites, chat rooms);
- Message boards and discussion websites (e.g., Reddit);
- Wikis (collaborative web sites, e.g., Wikipedia);
- Video and picture sharing (e.g. Instagram, Youtube, Snapchat), and music sharing;
- Comments on news or other sites;
- Podcasts (multimedia files distributed over the internet); and
- Learn Aveda.net.

## 2. General Requirements.

**A. Student Conduct Policies.** Students must comply with all Aveda Arts & Sciences Institute New York policies when using Technology Resources and Social Media, including, but not limited to, policies that address non-discrimination and harassment.

**B. No Bullying.** It is a violation of this policy and against student conduct expectations for you to use Technology Resources or Social Media to engage in conduct that is obscene, pornographic, defamatory, threatening, unlawfully discriminatory or harassing, or that violates the privacy or property rights of someone else. Examples of prohibited conduct include, but are not limited to posting threats of harm to another student online, sending harassing or threatening text messages or emails, circulating embarrassing rumors about someone using email or social media, or posting compromising pictures or videos of another student. You are responsible for the content of your personal postings.

**C. Use Good Judgment and Get Permission.** Students are encouraged to use Social Media to capture and promote the exciting things they are learning and doing at Aveda Arts & Sciences Institute New York. But you must use good judgment about what you photograph and what you post. For example, before you post a picture of another person, get permission to do so. Never take a photo of a client without asking permission first.

**D. Institute-Owned Technology Resources: No Privacy; Obey the Law.** You have no expectation of privacy as to the use of or information contained on Technology Resources if the Technology Resources are owned by the Institute. It is a violation of this policy and against student conduct expectations for you to use Institute-owned computers or devices in any manner that violates the law, such as by searching for, accessing, viewing or posting material that is obscene, pornographic, defamatory, threatening, unlawfully discriminatory or harassing, or that violates the privacy or property rights of someone else.

- You may not use Institute-owned Technology Resources for gambling, interactive game playing, or any illegal activities.
- In addition, you may not use Institute-owned Technology Resources to access, view, or distribute pornographic or other sexually graphic images.
- Use good judgment to prevent damage to Institute computers and devices (e.g. keep beverages away from the computer).
- Do not download or distribute pirated software or data; deliberately propagate any virus, worm, Trojan horse, or trap-door program code; disable or overload any computer system or network; or circumvent any system intended to protect the privacy or security of the Institute's data or devices. You are prohibited from attempting to disable, defeat, or circumvent any Institute security measure.

**3. Policy Violations.** A student's violation of this policy may lead to discipline, up to and including termination from the program. The Institute reserves the right to report any illegal activities to appropriate authorities.



# Religious Reasonable Accommodation Policy

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.

# Chosen Name and Preferred Pronoun Policy

Aveda Arts & Sciences Institute New York 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 New York 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 New York 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 New York 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.

# Copyright Infringement and Illegal File Sharing Policy

Aveda Arts & Sciences Institute New York (the "Institute") is committed to combatting copyright infringement and illegal file sharing. Pursuant to certain stipulations in the Higher Education Opportunity Act of 2008 ("HEOA"), the Institute complies with regulations pertaining to the distribution of copyrighted materials. As part of this compliance, the Institute has adopted and implemented a plan to combat illegal file sharing. This Copyright Infringement and Illegal File Sharing Policy (the "Policy") serves to fulfill the HEOA requirements and outlines the Institute's position regarding this topic.

## I. Policy Statement

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Copyright infringement of any kind is not permitted at the Institute and may subject the infringer to criminal and civil penalties as well as termination of employment or dismissal from the Institute.

## II. Penalties for Copyright Infringement

The unauthorized copying, sharing or distribution of copyrighted material is strictly prohibited. It is a violation of federal law, the Copyright Act, and the Institute's Student Catalog. Students who infringe a copyright are subject to disciplinary action under the Minor Violation Disciplinary Process, up to and including termination. Employees may be subject to disciplinary action ranging in severity from a warning up to and including termination of employment.

In addition, unauthorized distribution of copyrighted material, including authorized peer-to-peer file sharing, may subject you to civil and criminal liabilities.

In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.

## III. Annual Disclosure

The Institute will annually circulate this policy, which appraises students of the criminal and civil penalties, as well as disciplinary sanctions, for violations of copyright laws, to all students as part of the distribution of the Student Catalog. In addition, this Policy is located on the Institute's website.

## IV. Plan to Combat Copyright Infringement

Aveda Arts & Sciences Institute New York has developed and implemented a plan to effectively combat the unauthorized distribution of copyrighted material by users of its network without unduly interfering with

the educational and research use of the network. Included in its plan are the following technology-based deterrents and mechanisms for education on appropriate and inappropriate use of copyrighted materials.

#### **A. Technology-based Deterrents**

Pursuant to the Digital Millennium Copyright Act (“DMCA”), the Institute accepts and responds to all claims of copyright infringement received. All copyright infringement notices must be sent to our designated agent:

Aveda Arts & Sciences Institute New York  
Attn: Lauren Fender, Compliance Director  
lauren.fender@avedaarts.edu

#### **B. Mechanisms for Education on Appropriate and Inappropriate Use of Copyrighted Materials**

The Institute utilizes a variety of techniques to educate students and the community about copyright and their responsibilities to respect copyright, including the following:

- Including this Policy in the Student Catalog provided to all students at the beginning of their program;
- Posting this Policy on the Institute’s website; and
- Offering links to legal download sites, resources about copyright, and providing information and assistance to students and employees to navigate common copyright issues.

#### **V. Legal Alternatives**

As part of compliance with the HEOA, the Institute provides information about numerous legal sources of photos, music, videos, books and other copyrighted material. A list of legal sources is available through the Educause website at <http://www.educause.edu/focus-areas-and-initiatives/policy-and-security/educause-policy/issues-and-positions/intellectual-property/legal-sources-onli>. The Institute’s Copyright Basics contains additional links to legal sources.

#### **VI. Review of Effectiveness of Copyright Infringement Deterrence Plan**

The Institute will periodically review its copyright education efforts. Reviews of these efforts will also take place when considerable changes to the law, regulations or other events require.

# Sex Discrimination and Sexual Misconduct Policy

## **Notice of Nondiscrimination**

Aveda Arts & Sciences Institute New York (AINY) does not discriminate on the basis of race, color, creed, national and ethnic origin, sex, age, religion, disability, sexual orientation, gender identity or other legally protected status in its employment policies, education programs and activities, or any other area of the Institute.

Harassment based upon an individual's legally protected status is a form of prohibited discrimination.

In accordance with Title IX, this policy addresses the Institute's prohibition of all forms of sex discrimination. Sexual harassment is a form of sex discrimination. Sexual harassment includes a variety of unwelcome behavior of a sexual nature, and in its most severe form includes sexual violence. Examples of sexual violence include, but are not limited to: sexual assault, domestic violence, dating violence, and stalking. This policy discusses "sexual misconduct" when referring to sexual harassment in all forms, including sexual violence.

Questions or concerns about the application of Title IX, sex discrimination, sexual harassment or other forms of sexual misconduct may be directed to the Institute's Title IX Coordinator:

Pamela Trammell  
pamela.trammell@avedaarts.edu  
(212) 367-0325  
233 Spring St.  
New York, NY 10013

The Institute is committed to a safe and healthy environment and as such will not tolerate sexual harassment or sexual violence in any form. Sexual assault is a crime and is a violation of an individual's rights and dignity. Sexual assault is not only an act of disrespect, violence, aggression or coercion against an individual, but also an attack on the Institute community. The Institute is committed to promptly, impartially, and equitably addressing and resolving all reports of discrimination, harassment, or sexual violence. The Institute will promptly respond to complaints of sexual misconduct to stop the conduct, ensure that such actions are not repeated, and address the effects of the misconduct on any individual or the Institute's learning community. Retaliation against an individual who brings a complaint or pursues legal action, or against an individual who serves as a witness in an investigation, is prohibited and will not be tolerated.

Questions or concerns may also be directed to the Office of Civil Rights of the United States Department of Education:

U.S. Department of Education  
Office for Civil Rights  
32 Old Slip, 26th Floor  
New York, NY 10005-2500  
Telephone: 646-428-3900  
FAX: 646-428-3843  
TDD: 800-877-8339  
Email: [OCR.NewYork@ed.gov](mailto:OCR.NewYork@ed.gov)

See also <http://www2.ed.gov/about/offices/list/ocr/index.html>.

### **Scope of Policy**

This policy applies to all Institute community members including students, employees, contractors, volunteers, vendors, independent contractors, and all other visitors. This policy also applies regardless of the sexual orientation or gender identity of any of the parties.

Sex discrimination or sexual misconduct committed in connection with any Institute program, whether on or off campus, is prohibited and will not be tolerated. This policy applies to any incident that may adversely impact an employee's work and/or a student's or other person's participation in the Institute's educational, extra-curricular, or other programs and activities. In addition, this policy applies to off-campus conduct that the Institute determines may cause or threaten to cause an unacceptable disruption at the Institute or which may interfere with an individual's right to a non-discriminatory educational environment.

The Institute is committed to addressing sex discrimination and sexual misconduct and encourages individuals to report incidents to appropriate Institute authorities. Individuals found responsible for sex discrimination or sexual misconduct will be subject to disciplinary action deemed appropriate by the Institute. A complete list of possible sanctions is set forth below in the section entitled "Sanctions and Remedies."

### **Application of Procedures**

Procedures for reporting, investigating, and resolving conduct prohibited under this Policy are based upon the nature of the parties' relationship to the Institute. In situations where the complainant or respondent is a third party (i.e., visitor or other person not connected to the Institute), the Title IX Coordinator will determine, in his or her discretion, whether the procedures under this Policy or another process is the best way to address the alleged misconduct, consistent with the Institute's commitment to promptly and equitably address and resolve reports of discrimination, harassment, and sexual violence.

### **Definitions**

#### **a. Complainant**

The person alleged to have been subjected to conduct that violates this policy.

#### **b. Respondent**

The person accused of engaging in conduct that violates this policy.

#### **c. Sex Discrimination**

Sex discrimination is conduct based upon an individual's sex that excludes an individual from participation, denies the individual the benefits of, treats the individual differently or otherwise adversely affects a term or condition of an individual's employment, education, living environment or participation in a program or activity. Sex discrimination encompasses all forms of sexual harassment, sexual misconduct, differential treatment, and gender-based harassment.

#### **d. Sexual Harassment**

Sexual harassment includes unwelcome conduct such as sexual advances, requests for sexual favors, sexually motivated physical contact, offensive comments, or other verbal, or nonverbal communication, or physical conduct of a sexual nature, including sexual violence when:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's educational experience or employment, or the individual's submission or rejection of such conduct is used as the basis of an educational program or activity decision or employment decision affecting such individual; or

- such conduct has the purpose or effect of substantially and unreasonably interfering with an individual's education or employment or creating an intimidating, hostile, or offensive educational or work environment.

Actions that can constitute sexual harassment include:

- Unwelcome sexual flirtations, advances, propositions, or requests for sexual favors;
- Verbal abuse of a sexual nature, obscene language, off-color jokes, commentary about an individual's body, sexual innuendo, and gossip about sexual relations
- The display of derogatory or sexually suggestive posters, cartoons, drawings, objects, notes, letters, emails, or text messages
- Unwelcome visual conduct such as leering or making gestures
- Videotaping or taking photographs of a sexual nature without consent
- Cyber harassment, including but not limited to disseminating information, photos, or video of a sexual nature without consent
- Engaging in conduct of a sexual nature which creates an intimidating, hostile, or offensive academic or work environment (e.g., sexually-oriented jokes, offensive physical contact, obscene messages and gestures)
- Punishing or threatening to take adverse action against a subordinate or student for refusing to comply with sexual demands.

Although certain forms of sexual harassment may seem self-evident, recognizing such behavior when it is happening to you or others around you can be difficult. In making such an assessment consider whether the behavior is sexual or sex-based in nature and:

- Is offensive, unwanted or both
- Interferes with your (or another's) ability to enjoy the employment or academic environment
- Interferes with job or academic performance
- Causes unnecessary discomfort, humiliation or harm to you or others around you.

If at any time you are able to answer yes to any of the above questions, you should immediately contact the Student Care Manager or Director for students; or the General Manager for employees; or if you are not certain of whom to contact or not comfortable contacting someone else, you should always feel free to contact the Institute's Title IX Coordinator Pamela Trammell at (212) 367-0325. Employees are reminded to review the Estee Lauder Companies Code of Conduct for other guidance relating to workplace conduct and reporting sexual harassment.

#### **e. Sexual Violence**

Sexual Violence is a severe form of sexual harassment and includes sexual assault or other sexual violence, domestic violence, dating violence, and stalking. Many types of sexual violence include nonconsensual sexual contact, but this is not a necessary component.

#### **f. Sexual Assault**

Sexual Assault is any sexual contact, including but not limited to sexual penetration, with another person who does not or cannot give consent. This may or may not include force. For purposes of this policy, "sexual contact" shall have the same meaning as it has under New York law, and includes, but is not limited to, any touching of the sexual or other intimate parts of a person for the purpose of gratifying sexual desire of either party. It includes touching directly or through clothing, as well as the emission of ejaculate by one person upon any part of the other person, clothed or unclothed.

Sexual assault includes, but is not limited to:

- Rape (the penetration, no matter how slight, of the vagina or anus with any body part or object, or

- oral penetration by a sex organ of any person, without the consent of the victim);
- Fondling (the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim);
- Incest (sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law);
- Statutory rape (sexual intercourse with a person who is under the statutory age of consent).

#### **g. Consent**

Consent is words or overt actions by a person clearly indicating a freely given present agreement to perform a particular sexual act with another, at the time of the act.

Consent can only be given by someone who: acts freely, voluntarily, and with knowledge of the fact and nature of the sexual act involved. Consent is a mutually understood freely given “yes,” not the absence of “no.” Consent can be withdrawn at any time. Although consent does not need to be verbal, verbal communication is the most reliable form of asking for and obtaining consent.

As explained further below consent cannot be given if someone:

- is incapacitated by drugs or alcohol
- is threatened, coerced or intimidated into submission
- is not conscious
- is physically incapacitated
- is mentally incapacitated
- is not of legal age to consent (17 years old in New York)

Consent cannot be inferred from:

- consent to another form of contact or sexual activity
- a prior sexual, romantic or marital relationship
- an existing sexual, romantic or marital relationship
- silence, or an absence of resistance
- prior sexual activity with other individuals

#### **h. Coercion**

Coercion means the use by the actor of words or circumstances that cause the complainant reasonably to fear that the actor will inflict bodily harm upon the complainant or another, or the use by the actor of confinement, or superior size or strength, against the complainant that causes the complainant to submit to sexual contact against the complainant’s will. Proof of coercion does not require proof of a specific act or threat.

#### **i. Incapacitation**

Incapacitation means the inability to understand the fact, nature, or extent of the sexual situation. Incapacitation may result from mental disability, sleep, unconsciousness, involuntary physical restraint, or from the influence of drugs or alcohol. With respect to incapacitation due to consumption of drugs or alcohol, incapacitation requires more than being under the influence of drugs or alcohol; a person is not incapacitated simply because he or she has been drinking or using drugs. Where alcohol and/or drugs are involved, incapacitation is determined based on the facts and circumstances of the particular situation looking at whether the individual was able to understand the fact, nature, or extent of the sexual situation, whether the individual was able to communicate decisions regarding consent, nonconsent or the withdrawal of consent, and whether such condition was known or reasonably should have been known to the accused or a reasonable person in the accused’s position.



Use of drugs or alcohol by the accused is not a defense against allegations of sexual misconduct and does not diminish personal responsibility. It is the responsibility of the person initiating the specific sexual activity to obtain consent for that activity.

#### **j. Dating Violence**

Dating violence is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship will be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.

#### **k. Domestic Violence**

A pattern of coercive tactics, which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. While not exhaustive, the following are examples of conduct that can constitute felony or misdemeanor crimes of domestic violence: (1) physical harm, bodily injury or assault; (2) the infliction of fear of imminent physical harm, bodily injury, or assault; or (3) terroristic threats, criminal sexual conduct, or interference with an emergency call.

#### **l. Stalking**

Stalking means engaging in a course or pattern of unwelcome and unwanted 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 to suffer substantial emotional distress. Stalking can be a form of sexual harassment if based on someone's sex. Stalking behavior includes, but is not limited to:

- Repeated, unwanted, intrusive, and frightening communications by phone, mail, and/or email;
- Repeatedly leaving or sending victim unwanted items, presents, or flowers;
- Following or lying in wait for the victim at places such as home, school, work, or recreation place;
- Making direct or indirect threats to harm the victim, the victim's children, relatives, friends, or pets;
- Damaging or threatening to damage the victim's property;
- Posting information or spreading rumors about the victim on the internet, in a public place, or by word of mouth;
- Unreasonably obtaining personal information about the victim by accessing public records, using internet search services, hiring private investigators, going through the victim's garbage, following the victim, contacting victim's friends, family, work, or neighbors, etc.

#### **m. Retaliation**

Retaliation means adverse action taken against an individual for making a good faith report of a violation of this policy, for supporting another person's report, or participating in an investigation or other proceedings based on the report. Retaliation includes, but is not limited to, any form of intimidation, threats, coercion, or harassment.

#### **Title IX Coordinator**

The Institute has designated Pamela Trammell as having overall responsibility for coordinating the Institute's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator will ensure Institute policies and procedures and relevant state and federal laws are followed; ensure appropriate training, prevention, and education efforts take place; oversee the school's response to reports and complaints of sex discrimination and harassment, including monitoring compliance with procedural requirements and timelines outlined in this policy; coordinate the school's efforts to identify and address any patterns or systemic problems revealed by such reports and complaints; and assist in answering any other questions related to these policies and procedures.

Pamela Trammell  
Title IX Coordinator, Aveda Arts & Sciences Institute New York  
pamela.trammell@avedaarts.edu  
(212) 367-0325  
233 Spring St.  
New York, NY 10013

The Student Care Manager serves as Deputy Title IX Coordinator for sexual misconduct complaints involving students and assists the Title IX Coordinator with the implementation of the Institute's policy in matters involving students.

Lynn Oderwald  
Student Care Manager, Aveda Arts & Sciences Institute New York  
lynn.oderwald@avedaarts.edu  
(212) 367-0335  
233 Spring St.  
New York, NY 10013

Kalli Blackwell Peterman, General Manager for Beauty Basics, Inc., serves as a Deputy Title IX Coordinator for sexual misconduct complaints involving employees and assists the Title IX Coordinator with implementation of the Institute's policy for matters involving employees and matters involving both a student and an employee.

Kalli Blackwell Peterman  
General Manager  
kallib@avedaarts.edu  
(985) 520-4776  
303 S. Pine Street  
Hammond, LA 70403

### **Confidentiality**

The Institute encourages individuals to report all incidents of sexual misconduct to the Institute so that the Institute can investigate and resolve such incidents. This enables the Institute to provide more resources and assistance to a complainant and to more effectively provide a safe, nondiscriminatory environment. An individual who reports an incident of sexual discrimination or misconduct is not required to initiate or participate in the Institute's complaint procedures or to report to law enforcement. However, under certain circumstances, the Institute may determine that it has a responsibility to move forward with the formal investigation of a complaint (even without the participation of the individual who has alleged the sexual misconduct).

The Institute recognizes that some individuals may wish to keep their concerns confidential. Because of the Institute's obligation to investigate and respond to reports, the Institute cannot guarantee complete confidentiality. It is also important to understand that **responsible employees are not confidential resources, and are obligated to report to the Institute any information they receive about sex discrimination or sexual misconduct.** "Responsible employees" are those who: (1) have the authority to take action to redress harassment, (2) have a duty to report to appropriate Institute officials sexual misconduct or any other misconduct by students or employees, or (3) a student could reasonably believe has this authority or responsibility. The Institute's "Responsible Employees" are listed in the faculty and administration section of the Institute's student catalog. They also include employees in guest services and retail.

While only certain Institute employees are considered "responsible employees" for purposes of reporting known or suspected incidents of sexual misconduct, it is the Institute's expectation that all students and

employees will report incidents of sexual discrimination and sexual misconduct (including names of the alleged victim and accused) to the Title IX coordinator so that the Institute can investigate the incident and take the appropriate steps to address the situation.

When a report of sexual misconduct is made to the Institute, every effort will be made by the Institute to ensure confidentiality to the extent possible, subject to the Institute's need to respond to such complaints and to report campus crimes in accordance with applicable federal and state law. The Institute will protect a complainant's confidentiality to the extent possible even if the complainant does not specifically request confidentiality. While the Institute is obligated to provide the Institute community with general information regarding incidents of sexual assaults and certain other crimes occurring on campus, publicly available recordkeeping, including Clery Act reporting and disclosures such as the annual security report and daily crime log, will not include names or other information that may personally identify either the complainant or the respondent. To ensure that a complainant's personally identifying information will not be included in publically available recordkeeping, the Student Care Manager describes the alleged incidents by removing the complainant's name and any other identifier that would enable the public to identify the complainant in the context of the incident report.

#### *Requests for confidentiality or non-action*

Upon receiving a report of a violation of this policy, the Institute will seek the consent of the complainant to proceed using the procedure(s) set forth herein. The Institute strives to honor any request that a complainant may make to keep any such report confidential or for the Institute not to investigate or respond to such report, but complying with any such request will limit the Institute's ability to meaningfully respond to a report. In deciding whether the complainant's request can be honored, the Institute will weigh the request against the seriousness of the alleged misconduct; the Institute's obligation to maintain a safe and nondiscriminatory learning environment for its students; and the Institute's commitment to addressing and preventing recurrence of misconduct. This determination will be made by the Title IX Coordinator.

If the Institute decides that it has an obligation to investigate and address the alleged policy violation, it will notify the complainant before proceeding. The Institute will maintain confidentiality to the extent reasonably possible, subject to its need to conduct an investigation and respond to the situation in accordance with this policy and applicable federal and state law. In all cases, the individuals investigating and responding to incidents or allegations of misconduct will share information about the incident or allegation, investigation and response within and outside the Institute only on a "need to know" basis. However, complete confidentiality generally will not be possible.

#### *Confidential Community Resources*

Confidential communications are those communications which legally cannot be disclosed to another person without the consent of the individual who originally provided the information, except under very limited circumstances, such as allegations involving the physical or sexual abuse of a child or vulnerable adult or an imminent threat to the life of any person. The Institute recognizes that some individuals may wish to keep their concerns confidential, and that the Institute cannot ensure confidentiality. The Institute encourages individuals who have experienced sexual misconduct to talk to someone about what happened. Community resources may be able to provide assistance and support while ensuring confidentiality. Some of these resources include:

- **RAINN** 800-656-HOPE (4673)
- **Day One NY** 212-566-8120
- **Teen Dating Abuse Hotline** 866-331-9474 or 866-331-8453
- **Child Abuse Hotline** 800-422-4453
- **Crime Victims Hotline** 866-689-HELP (4357)
- **Domestic Violence Hotline** 800-621-HOPE (4673)

- **Rape, Sexual Assault and Incest Hotline** 212-227-3000

### **Non-Participation and Silence**

If, at any time during the complaint procedures explained below, a party decides not to participate, the Institute will proceed with the applicable complaint process and make a determination based upon the information available. Silence in response to an allegation will not necessarily be viewed as an admission of the allegation, but may leave the complainant's allegations undisputed.

### **Interim Measures and Ongoing Accommodations**

At any time after a report of a potential violation of this policy has been received by the Institute, the Institute will provide interim support and/or ongoing accommodations if the complainant requests them and if they are reasonably available, to protect an individual from further harm and to meet its obligations to maintain a safe, nondiscriminatory learning and working environment for students and employees. The Institute is obligated to comply with a student's reasonable request for a living and/or academic situation change following an alleged sex offense. The Institute must take such steps even when an individual asks to keep a reported violation confidential, when a request is made not to investigate, and regardless of whether an individual chooses to report to Campus Security Authorities or local law enforcement. Interim or protective measures may include:

- Establishing a "no contact" order between individuals.
- Prohibiting an individual from being on campus or at Institute events.
- Changing a student's or employee's status.
- Changing work, class, or other schedules.
- Providing assistance with academic issues.
- Providing excused absences for 1-5 days.
- Providing a security escort.
- Issuing a timely warning of any substantial threat or danger to the community.
- Making information about and providing assistance with respect to orders for protection and harassment restraining orders, including enforcement of such orders.

Such measures will vary based on the particular facts and circumstances, including, but not limited to, the specific need expressed by the complainant, the age of the student[s] involved, the severity or pervasiveness of the allegations, any continuing effects on the complainant, whether the complainant and alleged respondent share the same class, transportation, or job location, and whether other judicial measures have been taken to protect the complainant. The Title IX Coordinator will be responsible for determining what measures will be put in place.

To request an interim measure or accommodations, individuals should contact the Student Care Manager. The Institute will maintain as confidential any accommodations or protective measures provided to an individual, to the extent that maintaining such confidentiality will not impair the ability of the Institute to provide the accommodations or protective measures. The Institute will only disclose information necessary to provide the accommodations or protective measures in a timely manner. The Title IX Coordinator will determine what information about a victim should be disclosed and to whom this information will be disclosed. The Institute will inform victims before sharing personally identifying information that the Institute believes is necessary to provide an accommodation or protective measure. The Institute will tell the victim which information will be shared, with whom it will be shared, and why.

### **Waiver of Drug/Alcohol Violations**

The Institute strongly encourages reporting instances of violations of this policy, including assault, dating or domestic violence or stalking. Consequently, individuals who report such information, and individuals who participate in an investigation into allegations of violations of this policy, will not be disciplined by the Institute for any violation of its drug and alcohol policies in which they might have engaged in connection with the reported incident.

### **No Retaliation**

The Institute prohibits retaliation against any individual who makes a good faith report of a potential violation of this policy, who supports another person's report, or who acts as a witness in any investigation into a complaint. Any concerns of retaliation should be reported to the Title IX Coordinator, the Institute Director, or the General Manager. The Institute will take appropriate action against any individual who retaliates against another person in violation of this policy. The Institute will respond to complaints of retaliation pursuant to the procedures set forth in this policy.

### **Treatment of the Parties**

The Institute will treat all parties involved in the complaint resolution procedure with dignity and respect. Each party has the right to participate in the process or decline to participate, with the understanding that the Institute will proceed with the process and make a determination based upon the information available. A complainant shall never be treated in a manner that suggests he or she is at fault for sexual assault or sexual violence or that he or she should have done something different to avoid becoming a victim. The Institute will provide nonjudgmental support to all parties who are engaged in the complaint resolution procedure and will assist any party, at his or her request, with preserving information, documents, or other materials relevant to a report or proceeding initiated under this policy.

### **Conflicts**

The Institute's resolution process will be conducted by officials who do not have a conflict of interest or bias for or against the complainant or respondent. If a complainant or respondent has any concern that any individual acting for the Institute under this policy has a conflict of interest, such concern should be reported to the Title IX Coordinator. The Title IX Coordinator will review the concerns and take appropriate steps to ensure that no conflicts of interest exist on the part of anyone investigating, adjudicating or otherwise resolving a complaint under this policy. If the Title IX Coordinator has a conflict of interest with respect to a complaint, the Institute's Director or the Director's designee shall appoint an alternate person to oversee adherence to this policy with respect to the complaint at issue. If the Director is a party to the complaint or has a conflict of interest with respect to a complaint, the General Manager for Beauty Basics, Inc. shall ensure that the institution puts in place appropriate safeguards under the circumstances to ensure that the institution promptly and equitably responds to the complaint, including, but not limited to, appointment of alternate individuals to oversee adherence to this policy.

### **Timelines**

Generally, the Institute will complete the investigation and adjudication processes outlined below within sixty (60) calendar days of receiving a complaint under this policy. Some complaints may, however, take longer to investigate and resolve. The Institute is committed to investigating and resolving all matters as promptly as possible and strives to meet the timing requirements set forth in these procedures. However, in some cases, extensions to the timing requirements may be necessary. The Title IX Coordinator may grant reasonable extensions to timing requirements in these procedures when warranted by the circumstances. For example, extensions of timing requirements may be granted if the Institute has been asked to delay its procedures during the evidence gathering stage of a criminal investigation, if the reported allegations are particularly complex (including, without limitation, allegations that involve multiple incidents and/or multiple individuals), or if witnesses are not on campus due to a scheduled break or for another reason. Extensions will be no longer than necessary. The complainant and respondent shall receive written notice of any extensions and the reason for the extension.

### **Reservation of Flexibility**

The procedures set forth below reflect the Institute's desire to respond to complaints in good faith and in a manner that promotes fairness to all parties. The Institute recognizes that each case is unique and that circumstances may arise which require that it reserve some flexibility in responding to the particular circumstances of the matter. In the rare cases where it is not possible or practical to follow this procedure, the Institute reserves the right to modify the procedure or to take other administrative action as appropriate under the circumstances.

### **Written Notification**

In compliance with federal and state law, this policy and its contents provide written notification to students and employees of the following:

- Existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other services available, both within the Institute and the community, for victims of sexual violence;
- Options for, available assistance in, and how to request changes to academic and working situations, or protective measures, for victims of sexual violence;
- A written explanation of the procedures for the Institute's disciplinary action in cases of alleged sexual violence; and
- A written explanation of the rights and options of a student or employee who is a victim of sexual violence, whether the offense occurred on or off campus.

This policy: (1) will be distributed annually to all students and employees of the Institute, (2) is posted on the student bulletin boards, and (3) will be provided by the Institute to any student or employee who reports to the Institute that the student or employee has been a victim of sexual violence.

### **Reporting Sex Discrimination or Sexual Misconduct**

#### **a. Reports to Law Enforcement**

Individuals who believe they have been subjected to criminal sexual misconduct are encouraged to notify local law enforcement authorities and will be assisted by campus authorities in notifying such authorities, if the individual so chooses. The Institute will comply with an individual's request for assistance in notifying authorities. Individuals are encouraged to report the incident to the New York Police Department.

If you would like to report sexual violence to law enforcement, the New York Police Department is located at 16 Ericsson Place, New York, NY, 10013 and can be contacted by calling 911 OR (212) 334-0611. Call 911 to report a crime in progress or if an officer is needed at the scene. To report a crime that is a non-emergency not requiring a police officer at the scene, call 212-334-0611.

Reporting to law enforcement is not necessary for the Institute to proceed with an investigation.

#### *Protective Orders and No-Contact Orders*

An Order for Protection may be obtained in New York Family Court (against a family member by blood or marriage, a current or former spouse, someone with whom he or she has had a child, or someone with whom he or she has had an intimate relationship), New York Supreme Court in connection with a divorce case, and in New York criminal court in connection with a criminal case. Family Court forms are available online at <https://www.nycourts.gov/forms/familycourt/pdfs/8-2.pdf>. Additional information regarding how and where to file a petition for an Order for Protection in New York courts may be found at <http://www.nycourts.gov/faq/orderofprotection.shtml>. The Institute will fully cooperate with any order for protection issued by a criminal, civil, or tribal court

A no-contact order is an Institute directive that serves as notice to an individual that he or she must not have verbal, electronic, written, third-party or other communications or contact with another individual. To request a no-contact order from the Institute, individuals should contact the Student Care Manager, Lynn Oderwald, by phone at (212) 367-0335 or by email at [lynn.oderwald@avedaarts.edu](mailto:lynn.oderwald@avedaarts.edu).

The Institute is responsible for honoring requests for information about available options for orders for protection, restraining orders, and no-contact orders and will comply with and enforce such orders.

### **b. Reports to the Institute**

The Institute encourages anyone who has experienced or knows of an incident of sexual discrimination or misconduct to report the incident to the Institute. Report should include as much information as possible to enable the Institute to respond appropriately. Reports can be made by telephone, email, or in person to individuals listed below. Forms are also available from the Title IX Coordinator, the Student Services office, or the General Manager (for employees). Upon receipt of a report, the Institute will initiate its response and resolution process as set forth herein.

Reports of sex discrimination or sexual misconduct may be made by or about **students** to the following:

- the Title IX Coordinator, Pamela Trammell, phone: (212) 367-0325, email: [pamela.trammell@avedaarts.edu](mailto:pamela.trammell@avedaarts.edu);
- the Student Care Manager, Lynn Oderwald, phone: (212) 367-0335, email: [lynn.oderwald@avedaarts.edu](mailto:lynn.oderwald@avedaarts.edu);
- the Compliance Director, Lauren Fender, phone: (985) 415-7539, email: [lauren.fender@avedaarts.edu](mailto:lauren.fender@avedaarts.edu);
- or the Campus Security Guard, phone: (212) 572-4499, email: [SecurityAINY@aveda.com](mailto:SecurityAINY@aveda.com).

Reports of sex discrimination or sexual misconduct may be made by or about **employees** to the following:

- the Title IX Coordinator, Pamela Trammell, phone: (212) 367-0325, email: [ptrammell@aveda.com](mailto:ptrammell@aveda.com);
- Deputy Title IX Coordinator, Kalli Blackwell Peterman, phone: (985) 520-4776, email: [kallib@avedaarts.edu](mailto:kallib@avedaarts.edu);
- the Compliance Director, Lauren Fender, phone: (985) 415-7569, email: [lauren.fender@avedaarts.edu](mailto:lauren.fender@avedaarts.edu);
- or the Campus Security Guard, phone: (212) 572-4499, email: [SecurityAINY@aveda.com](mailto:SecurityAINY@aveda.com).

Reports of sex discrimination or sexual misconduct may be made by or about **third parties** to the following:

- the Title IX Coordinator, Pamela Trammell, phone: (212) 367-0325, email: [pamela.trammell@avedaarts.edu](mailto:pamela.trammell@avedaarts.edu);
- the Compliance Director, Lauren Fender, phone: (985) 415-7569, email: [lauren.fender@avedaarts.edu](mailto:lauren.fender@avedaarts.edu);
- or the Campus Security Guard, phone: (212) 572-4499, email: [SecurityAINY@aveda.com](mailto:SecurityAINY@aveda.com).

### **c. Anonymous Reports**

The Institute accepts anonymous reports by submitting a complaint through the internal student complaint procedure. The Student Care Manager will receive the complaint submitted through the internal complaint procedure and forward to the Title IX Coordinator.

The individual making the report is encouraged to provide as much detailed information as possible to allow the Institute to look into the report and respond as appropriate. The Institute may be limited in its ability to investigate an anonymous report unless sufficient information is furnished to enable the Institute to conduct a meaningful and fair investigation. Additionally, the Institute cannot guarantee complete confidentiality because it may have a legal obligation to respond to an anonymous report. See “Confidentiality” section above for further information related to requests for confidentiality.

## **INCIDENTS AND COMPLAINTS INVOLVING SEXUAL VIOLENCE**

If you have been sexually assaulted, it is important to seek medical care, especially if you have been physically injured. Even if you do not have any visible physical injuries from the assault, there may be physical injuries that you cannot see, and medical and health centers can provide additional services such as testing for sexually transmitted diseases and emergency contraception.

### **Preservation of Evidence**

It is important to preserve evidence which may be necessary to the proof of sexual assault, dating violence, domestic violence, or stalking or which may be helpful in obtaining a protective order. To preserve evidence, do not change clothes, bathe, douche, or brush your teeth. This is important for the evidence collection process that will occur at the hospital. Individuals should go to one of New York's Sexual Assault Forensic Examiners ("SAFE") Centers of Excellence to obtain a medical exam and preserve evidence that may be necessary for criminal prosecution as soon as possible. A list of SAFE Center locations can be found at [http://svfreenyc.org/survivors\\_emergency.html](http://svfreenyc.org/survivors_emergency.html) or below under the "Resources for Any Person Impacted by Sexual Violence" section. If you decide to make a report with the police, it is best for evidence collection to occur within 96 hours of the sexual assault. Keep in mind, though, that evidence collection does not require you to make a police report but it does help preserve evidence if you later decide to file a police report. Additional resources are set forth below in the section entitled, "Resources for Any Person Impacted by Sexual Violence."

The institution will provide complete and prompt assistance, at the direction of law enforcement authorities, in obtaining, securing, and maintaining evidence in connection with incidents of sexual violence, including sexual assault.

### **Immediate and On-Going Assistance to Survivors of Sexual Violence**

The Institute will support any person adversely impacted by sexual violence. Both the Institute and the community provide a variety of resources to assist and support individuals who have experienced sexual violence. These resources, both immediate and ongoing, are available to all persons irrespective of their decision to file a complaint with the Institute or make a report to law enforcement. Support services include, but are not limited to, referring the individual to appropriate, fair, and respectful counseling and support services, making changes to academic, living, and/or working arrangements to protect the individual from contact with the alleged perpetrator, assistance in filing a criminal complaint, providing information about restraining orders and other available protections and services, and other measures as set forth above in the section entitled, "Interim Measures and Ongoing Accommodations."

### **Resources for Any Person Impacted by Sexual Violence**

Victims of sexual assault may obtain emergency care at any of New York's Sexual Assault Forensic Examiners ("SAFE") Centers of Excellence. A complete medical evaluation will include a physical examination, treatment, evidence collection, and/or counseling. You will not be made to do anything you do not want to do and may decline any of the elements of this evaluation. Information about SAFE Centers and other resources for sexual assault survivors may be found at <http://www.svfreenyc.org/survivors.html>.

SAFE Centers provide sexual assault patients with:

- 1) Sensitive, victim-centered, medical and forensic health care performed by a specially trained Sexual Assault Forensic Examiner (SAFE). A SAFE is a healthcare provider such as a doctor, nurse, physician's assistant or nurse practitioner.
- 2) Care that is timely, compassionate, and patient-centered, in a designated and appropriately equipped private room.



3) Assurance about the quality of collection, documentation, preservation and custody of physical evidence by utilizing a trained and New York State Department of Health-certified sexual assault forensic examiner to perform exams. These examiners are available to provide expert testimony if patients choose to report crimes to law enforcement.

4) Psycho-social and legal support by a specially trained Rape Crisis Advocate or Counselor.

5) Reliable referrals to mental and physical health care and follow-up services.

Hospitals in New York City with SAFE Centers:

**Manhattan**

St. Luke's Hospital (CHP)  
Amsterdam Ave & W 113th St

Roosevelt Hospital (CHP)  
1000 10th Ave

Beth Israel-Petrie Campus (CHP)  
1st Ave & E 16th St

Bellevue Hospital (HHC)  
1st Ave & E 27th St

Harlem Hospital (HHC)  
506 Lenox Ave

Metropolitan Hospital Center (HHC)  
1901 1st Ave

Mount Sinai Medical Center (Mount Sinai)  
1 Gustave L Levy Pl

New York Presbyterian Hospital-Columbia (NYP)  
622 W 168th St

New York-Presbyterian Hospital- The Allen Pavilion (NYP)  
5141 Broadway

New York-Presbyterian Hospital-Weill Cornell (NYP)  
525 East 68th Street

**Brooklyn**

Woodhull Medical and Mental Health Center (HHC)  
760 Broadway

Coney Island (HHC)  
2601 Ocean Pkwy

Kings County Hospital Center (HHC)  
451 Clarkson Ave

### **Bronx**

North Central Bronx (HHC)  
E 210th St & Kossuth Ave

Lincoln Medical and Mental Health Center (HHC)  
234 E 149th St

Jacobi Hospital (HHC)  
Eastchester Rd & Pelham Pkwy S

### **Queens**

Queens Hospital Center (HHC)  
82-68 164th St

Elmhurst Hospital (HHC)  
79-01 Broadway

### **Staten Island**

Richmond University Medical Center (IN)  
355 Bard Ave

Information about SAFE Centers and other resources for sexual assault survivors may be found at <http://www.svfreenyc.org/survivors.html>.

Students who feel they have been the victim of any form of sexual violence may also wish to seek support or confidential counseling from any of the following resources.

#### Crisis Hotlines

- **RAINN** 800-656-HOPE (4673)
- **Day One NY** 212-566-8120
- **Teen Date Rape Crisis Helpline** 800-214-4150
- **Teen Dating Abuse Hotline** 866-331-9474 or 866-331-8453
- **Child Abuse Hotline** 800-422-4453
- **Crime Victims Hotline** 866-689-HELP (4357)
- **Domestic Violence Hotline** 800-621-HOPE (4673)
- **Rape, Sexual Assault and Incest Hotline** 212-227-3000

Victim Advocacy: **Safe Horizon** (212) 227-3000

Legal Assistance: **Day One** (800) 214-4150

Visa and Immigration Assistance: **Immigration Legal Services - Manhattan (ILSOLI)** (646) 998-8123

Student Financial Aid: **Rachel Harrington, Financial Aid Counselor** (212) 367-0328

Employees also have access to counseling services through the below resource.

Interface Employee Assistance Plan

[www.4eap.com](http://www.4eap.com)

(713) 781-3364

(800) 324-4327

The Institute does not have professional counselors or pastoral counselors on site, but the

Student Care Manager can help guide a student or employee to the necessary resource.

### **Complaint Involving Sexual Violence**

Complaints are generally initiated by individuals who believe that their rights under this policy have been violated, but any individual may initiate the complaint procedure. In addition, the Institute reserves the right to move forward with a complaint resolution process to protect the safety and welfare of the community, even if the complainant chooses not to make or move forward with a complaint. Generally, the Title IX Coordinator will make a determination of whether the Institute will move forward with a complaint resolution process in the absence of a complaint filed by the complainant. If the Institute decides that it has an obligation to move forward with a complaint resolution process, it will notify the complainant before proceeding. Complaints of sexual misconduct should be made through the Title IX Coordinator, the Student Services office, or General Manager (for employees).

#### Contact information

- Title IX Coordinator, Pamela Trammell, phone: (212) 367-0325, email: ptrammell@aveda.com;
- Student Care Manager, Lynn Oderwald, phone: (212) 367-0335, email: loderwald@aveda.com; and
- General Manager, Kalli Blackwell Peterman, phone: (985) 520-4776, email: kallib@avedaarts.edu;

### **Institute's Resolution Process for Complaint Involving Sexual Violence**

Complaints of a violation of this Policy received by the Institute will be processed either according to the following Resolution Process for Complaint Involving Sexual Violence or the Formal or Informal Resolution Process for Incidents and Complaints of Sexual Misconduct that Do Not Involve Sexual Violence, depending on the nature of the allegations. The following process shall generally apply to complaints of a violation of this Policy received by the Institute that involve allegations of sexual violence, including sexual assault, dating violence, domestic violence, and stalking, regardless of where the alleged incident occurred.

The Institute's resolution process will be conducted by officials who receive annual training on issues related to sexual harassment, including sexual assault, dating violence, domestic violence, and stalking, and on how to conduct a resolution process that protects the safety of victims and promotes accountability. The annual training includes, but is not limited to, the following topics: legal requirements for handling complaints of sexual misconduct, relevant evidence and how it should be used, proper techniques for questioning witnesses, basic rules for conducting proceedings, avoiding actual or perceived conflicts of interest, and the impact and challenges of trauma in investigating and adjudicating allegations of misconduct.

The complainant and respondent shall be given timely notice of meetings at which the complainant or respondent or both will be present.

#### **a. Advisors**

The complainant and the respondent have the right to be assisted by an advisor of their choice, including an attorney, during any institutional disciplinary proceeding or related meeting as long as the advisor acknowledges in writing the below guidelines for advisors. An advisor who is not a potential witness in the case is recommended.

Guidelines for advisors are:

- The purpose of the advisor is to support a student in the complaint process. Advisors should be chosen for their ability to assist a student with the process.

- Advisors may confer with their advisee, but they may not actively participate in the complaint resolution process. The advisor may accompany the complainant or respondent to all meetings relating to the complaint resolution process. The advisor may not appear in lieu of the complainant or respondent or speak on their behalf in either in-person or written communications to the Institute. The advisor may not communicate directly with the investigator, adjudicator(s), the Title IX Coordinator, Deputy Title IX Coordinators, or any other school official involved in the complaint resolution process and may not interrupt or otherwise delay the complaint resolution process.
- The investigation file or other information provided to a party in any case may be made available to his or her advisor with the written permission of the involved student who has chosen the advisor, subject to the same limitations as those placed upon the parties and conditioned upon the advisor's agreement to maintain the confidentiality of student education records or other confidential information.
- Violations of confidentiality or other forms of interference with the complaint procedure by the advisor may result in disqualification of an advisor.
- The Institute will provide the parties information regarding the selection of an advisor by another party, including whether the other party's advisor is an attorney.

## **b. Investigation**

Following the submission of a completed complaint form that states a possible violation of this policy which includes allegations of sexual violence, the Institute will complete a thorough, fair, impartial, and prompt investigation.

### **1. Appointment of Investigator(s)**

The Title IX Coordinator, or his or her designee, will appoint one or more investigators. The complainant and the respondent will be notified in writing of the identities of the investigator(s) assigned to their case. As discussed above, each investigator assigned under this policy will have received, at a minimum, annual training on issues related to sexual violence, including how to conduct an investigation that protects the safety of victims and promotes accountability.

The complainant or respondent may request the removal of an investigator on the grounds of personal bias or other conflict of interest. See "Conflicts" section above. Such requests may be made by submitting a written statement to the Title IX Coordinator setting forth the basis for the challenge no later than two (2) business days after receiving notice of the identity of the investigator(s) assigned to the matter. The Title IX Coordinator will determine whether to accept or deny the challenge. If the request is accepted, a replacement will be appointed and notice will be provided to the complainant and respondent. The decision of the Title IX Coordinator with regard to the challenge is final and is not appealable.

### **2. Complainant's Account**

The investigator(s) shall interview the complainant to obtain the complainant's account of the alleged misconduct or to verify information the complainant has already provided in his or her report or complaint. In addition, the complainant shall be invited to advise the investigator(s) of any witnesses he/she believes should be interviewed, and/or other evidence that he/she believes should be reviewed by the investigator(s). The investigator(s) may also request additional information from the complainant.

The complainant may decide when (or when not) to repeat a description of the alleged misconduct and has the right to decline to participate in the complaint resolution procedure. If at any time the complainant declines to participate in the process, the Institute's ability to meaningfully investigate and resolve a complaint may be limited. In such cases, the Institute will proceed with the complaint resolution procedure, if possible to do so without the complainant's participation, and will make a determination

based upon the information available as set forth above in the section entitled, "Non-Participation and Silence."

### 3. Respondent's Account

In a separate meeting, the investigator(s) shall interview the respondent to obtain the respondent's account of the alleged misconduct. In addition, the respondent shall be invited to advise the investigator(s) of any witnesses he/she believes should be interviewed, and/or other evidence that he/she believes should be reviewed by the investigator(s). The investigator(s) may also request additional information from the respondent.

The respondent has the right to decline to participate in the complaint resolution procedure. In such cases, the Institute will proceed with the complaint process and will make a determination based upon the information available as set forth in the above section entitled, "Non-Participation and Silence."

### 4. Witness Statements, if applicable

The investigator(s) may interview any witnesses who may have information of relevance to the alleged misconduct. The investigator(s) may exercise discretion in the selection of witnesses to be interviewed. The naming of a witness by either party does not obligate the investigator(s) to interview that proposed witness. The investigator may conduct additional interviews with witnesses whose names were provided by individuals other than the complainant and the respondent.

### 5. Other Evidence, if applicable

The investigator(s) may request and review other evidence of relevance to the alleged misconduct, such as video recordings, photographs, text messages, or other artifacts.

### 6. Investigator's Summary of the Investigation, if applicable

The investigator(s) may prepare a written summary of the investigation to guide the adjudicator in his or her review of the information gathered during the investigation.

### 7. Compilation of Investigation File

The investigator(s) shall compile evidence into an investigation file. The investigation file shall consist of any information, documents, recordings, or artifacts that are provided to the adjudicator. Such information may include, as applicable:

- The written complaint;
- The investigator's summary of the investigation.

### 8. Parties' Review of the Investigation File

The investigation file, and any other information that will be shared with school officials for adjudication of a matter, will be made available for review by the complainant and respondent. Confidential information in the investigation file that cannot be shared with the parties or the adjudicator(s) may be redacted from the file in accordance with applicable federal and state law. The investigation file cannot be copied or removed from the location provided by the Institute for review purposes.

Following review of the investigation file, both parties shall have the opportunity to provide a written statement containing any comments or additional information the parties would like the adjudicator(s) to consider. The written statement shall not exceed 2,000 words in length. The written statement must be submitted within ten (10) calendar days after the investigation file is made available to the parties. The parties shall have an opportunity to review the written statement submitted by the other party and may submit a written rebuttal statement not to exceed 1,000 words in length. The rebuttal statement must be submitted within five (5) calendar days after a party's receipt of the other party's initial written statement.

### 9. Timing of Investigation

The Institute will attempt to complete the investigation process within twenty (20) business days of the

initiation of the complaint, but, as discussed in the “Timelines” section above, in some cases more time will be required. For example, if a criminal report has been filed, the Institute’s procedures, including any investigation, may be temporarily delayed to allow law enforcement to gather evidence. Such delay may only occur at the request of law enforcement and shall not be any longer than necessary for law enforcement to complete the gathering of evidence. In no case will the Institute wait for the conclusion of a criminal investigation or criminal proceeding to begin its own investigation. Any extension of the investigation process will be no longer than necessary and the reason for the extension will be shared with the parties in writing.

### **c. Adjudication**

Upon completion of the investigation, the Institute Director will review the investigation and make a determination as to whether it is more likely than not that a violation of this Policy occurred, and if so, what sanctions are warranted. The Institute reserves the right to appoint additional adjudicators to assist in making a determination. As discussed in the introduction to the Institute’s Resolution Process for Complaint Involving Sexual Violence Section above, each adjudicator assigned under this policy will have received, at a minimum, annual training on issues related to sexual violence, including how to conduct an adjudication process that protects the safety of victims and promotes accountability.

The complainant and the respondent shall receive written notice of the identity of the adjudicator(s) assigned to adjudicate the complaint. The complainant or respondent may request the removal of an adjudicator on the grounds of personal bias or other conflict of interest. See “Conflicts” section above. Such requests may be made by submitting a written statement to the Title IX Coordinator setting forth the basis for the challenge no later than two (2) business days after receiving notice of the identity of the adjudicator(s) assigned to the matter. The Title IX Coordinator will determine whether to accept or deny the challenge. If the request is accepted, a replacement will be appointed and notice will be provided to the complainant and respondent. The decision of the Title IX Coordinator with regard to the challenge is final and is not appealable.

#### **1. Adjudicator’s Review of the Investigation File**

The investigation file will be made available to and reviewed by the adjudicator(s) following confirmation of his, her, or their appointment. The investigation file shall consist of the following: complaint, investigator’s summary of the investigation, and the written statements of the parties. Upon review of the investigation file, the adjudicator(s) may, in their discretion, request additional investigation by the investigator(s), or to review specific evidence or information obtained by the investigator.

The Title IX Coordinator will ensure that the complainant and respondent have been given equivalent opportunities to present relevant information for consideration in the investigation and adjudication process. At any time during the investigation and adjudication phases, the Title IX Coordinator may review the investigation summary, written statements of the parties, and other evidence to determine whether additional investigation is necessary, statements and documents received by the investigator are within the appropriate scope of the investigation, and/or information or other evidence contained in the investigation file should be redacted.

#### **2. Determination**

The adjudicator(s) will render a decision based upon the investigation file, written statements provided by the parties, and any other information the adjudicator(s) deem appropriate and which is made available to both the complainant and respondent. The Title IX Coordinator is available for consultation, but the Title IX Coordinator will not participate in making a decision. The adjudicator(s) will use a preponderance of the evidence standard (“more likely than not”) in determining whether a violation of the policy has occurred.

### 3. Sanctions and Remedies

If the decision is made that it is more likely than not that the respondent violated this policy the adjudicator(s) shall determine appropriate sanction(s). The determination will include steps to take to prevent recurrence of any such violations, and as appropriate, remedies for the Complainant. Should the Institute determine that other sanctions are deemed necessary to protect the Institute community, those specific sanctions will be included in following year's Annual Security Report.

#### Students

Sanctions imposed upon students who are determined to have violated this policy may include the following, depending on the seriousness of the violation. Each of these sanctions may be imposed alone or in combination for a respondent found responsible for sexual misconduct, including for violations of the dating violence, domestic violence, sexual assault, or stalking provisions of this policy:

- warning,
- behavioral contract,
- required attendance at educational programs,
- required assessment or counseling,
- restriction of privileges,
- no future admission,
- conditions upon the individual's presence or campus or at Aveda Arts & Sciences Institute New York events,
- no trespass or no contact order(s),
- involuntary withdrawal, ranging from six (6) days to one (1) year, with reentry requirements including behavioral contracts, required attendance at educational programs, required assessment or counseling, and conditions upon individual's presence on campus or at Aveda Arts & Sciences Institute New York events,
- expulsion.

#### Institute Personnel

Sanctions for Institute personnel deemed to have violated this policy may include the following, depending on the seriousness of the violation. Each of these sanctions may be imposed alone or in combination for a respondent found responsible for sexual misconduct, including for violations of the dating violence, domestic violence, sexual assault, or stalking provisions of this policy:

- performance counseling on appropriate behavior and expectations,
- warning (oral or written),
- awareness letter for employee's file,
- performance improvement plan,
- reference to violation in individual employee performance development plan,
- required attendance at educational programs,
- required assessment or counseling,
- conditions upon individual's presence on campus or at Aveda Arts & Sciences Institute New York events,
- no trespass or no contact order(s),
- unpaid suspension, ranging from one (1) day to two (2) years, with reinstatement requirements including behavioral contracts, required attendance at educational programs, required assessment or counseling, and ongoing conditions upon individual's presence on campus or at Aveda Arts & Sciences Institute New York events,
- suspension of promotion and salary increments, ranging from six (6) months to two (2) years, with reinstatement requirements including behavioral contracts, required attendance at educational programs, required assessment or counseling, and ongoing conditions upon individual's presence on campus or at Aveda Arts & Sciences Institute New York events,

- suspension or withdrawal of privileges, ranging from one (1) day to two (2) years, with reinstatement requirements including behavioral contracts, required attendance at educational programs, required assessment or counseling, and conditions upon individual's presence on campus or at Aveda Arts & Sciences Institute New York events,
- change in duties,
- demotion and/or termination of employment,
- ineligibility for rehire following termination.

### Third-Parties

Sanctions for third-parties who have been deemed to have violated this policy may include the following, depending on the seriousness of the violation. Each of these sanctions may be imposed alone or in combination for a respondent found responsible for sexual misconduct, including for violations of the dating violence, domestic violence, sexual assault, or stalking provisions of this policy:

- conditions upon the individual's presence on campus or at Institute events,
- no trespass and no contact orders, or
- other steps deemed necessary to protect the Institute community.

Remedies, accommodations and protective measures for the complainant include those listed in the above section, "Interim Measures and Ongoing Accommodations."

#### 4. Notice of Outcome

The parties shall receive a simultaneous written notice of the outcome of the complaint. The notice shall include the determination of the adjudicator(s); where a violation is deemed to have occurred; the sanctions imposed; the rationales for the determination and sanctions, including, how the evidence was weighted, how the information supports the result, and the standard of evidence applied; and the date by which the result becomes final as provided below; any other steps the Institute has taken to eliminate the conduct and prevent its recurrence; and, in the complainant's notice, remedies offered or provided to the complainant. If the decision is made that there is not sufficient basis to establish that it is more likely than not that a violation of this policy occurred, the parties will be notified of that determination, including the rationale for the result, and the complainant will be informed of other procedures for resolving the complaint and of other resources that may be available to the complainant.

Normally, the Institute will complete the adjudication process and provide a notice of outcome within twenty-five (25) calendar days of completion of the investigation. In some cases, more time may be required.



## **INCIDENTS AND COMPLAINTS OF SEXUAL MISCONDUCT THAT DO NOT INVOLVE SEXUAL VIOLENCE**

The Institute's resolution process will be conducted by officials who receive training and/or have to experience handling matters related to sexual harassment and sexual violence, including how to conduct a resolution process that protects the safety of victims and promotes accountability.

### **Initiation of Complaint**

Complaints are generally initiated by individuals who believe that their rights under this policy have been violated, but any individual may initiate the complaint procedure. In addition, the Institute reserves the right to move forward with a complaint resolution process to protect the safety and welfare of the community, even if the complainant chooses not to make or move forward with a complaint. Generally, the Title IX Coordinator will make a determination of whether the Institute will move forward with a complaint resolution process in the absence of a complaint filed by the complainant. If the Institute decides that it has an obligation to move forward with a complaint resolution process, it will notify the complainant before proceeding. When a complaint is made under this policy, the Institute may ask that the report be confirmed in a written and signed complaint form. The Title IX Coordinator or other Institute official is available to assist in the completion of this form. Complaint forms are available from the Title IX Coordinator, the Student Services office, or the General Manager.

### **Formal and Informal Resolution Options**

There are two avenues for resolution of an alleged policy violation in cases that do not involve sexual violence: formal and informal resolution. If a complaint is processed informally, the complainant, respondent or Institute has the option to move the complaint to the formal process at any time. Informal resolution is never appropriate in cases involving allegations of sexual assault.

The Title IX Coordinator is available to explain the informal and formal resolution procedures. In addition, the Title IX Coordinator may also directly refer the matter to other institutional disciplinary procedures. This referral option will generally be used when: (1) the type of behavior that is alleged to have occurred does not constitute a violation of the sexual misconduct policy or (2) the behavior that is alleged to have occurred is better handled under another disciplinary procedure. Every attempt will be made to determine the appropriate option for resolution within five (5) business days of the submission of the complaint.

#### **a. Informal Process and Resolution**

If an informal resolution is pursued, the Title IX Coordinator (or her/his designee) will attempt to facilitate a resolution that is agreeable to all parties. Under the informal process, the Institute will only conduct such fact-finding as is useful to resolve the conflict and as is necessary to protect the interests of the parties, the Institute, and the Institute community.

Any party to the complaint has the option to discontinue the informal process and request a formal investigation. The Institute also always has the discretion to initiate a formal investigation. If at any point during the informal process, the complainant, the respondent, or the Institute wish to cease the informal process and to proceed through the formal procedure, the informal process will stop and the formal process outlined below will be invoked.

Any informal resolution must adequately address the concerns of the complainant, as well as the rights of the respondent and the overall intent of the Institute to stop, remedy, and prevent policy violations. To facilitate such a resolution, the Title IX Coordinator will make a recommended resolution that may include a variety of institutional responses or requirements, including, but not limited to, counseling or education on appropriate behavior, a requirement of behavioral changes, a written warning and/or other disciplinary actions, up to and including termination of employment for employees or expulsion for students.

If all parties to the complaint and the Institute agree in writing to the terms and conditions of a recommended resolution within five (5) business days, the case will be resolved without further process under this procedure. If all parties to the complaint do not agree in writing to the terms and conditions of the recommended resolution within five (5) business days, the complaint will be referred to the formal process.

**b. Formal Process**

If a complaint is not processed through the Informal Process, or is not resolved through the Informal Process outlined above, the complaint shall be processed according to the formal procedure outlined below.

**1. Investigation**

The Institute will complete a thorough, fair and impartial investigation. The investigation will be conducted by one or more investigators appointed by the Title IX Coordinator. At least one investigator shall be appointed for each case. The complainant and the respondent shall receive written notice of the identity of the investigator(s) assigned to investigate the complaint. Either party may request the removal of an investigator on the grounds of personal bias or other conflict of interest. See “Conflicts” section above. Such requests may be made by submitting a written statement to the Title IX Coordinator setting forth the basis for the challenge no later than two (2) business days after receiving notice of the identity of the adjudicator(s) assigned to the matter. The Title IX Coordinator will determine whether to accept or deny the challenge. If the request is accepted, a replacement will be appointed and notice will be provided to the complainant and respondent. The decision of the Title IX Coordinator with regard to the challenge is final and is not appealable.

The investigator(s) shall interview the complainant, respondent and/or other witnesses and may request additional information from the complainant, respondent or others. In addition, the complainant and respondent shall have an opportunity to advise the investigator(s) of any witnesses they believe should be interviewed, and/or other evidence that they believe should be reviewed by the investigator(s). The investigator may interview witnesses who were not suggested by either party.

Normally, the Institute will complete the investigation process within twenty (20) business days of the initiation of the complaint or the referral from the informal process, but in some cases more time will be required.

**2. Adjudication**

The Institute will complete a thorough, fair, impartial, and timely adjudication process. The complainant and the respondent shall receive written notice of the identity of the adjudicator(s) assigned to adjudicate the complaint and the Title IX Coordinator reserves the right to appoint additional adjudicators to assist in making a determination. Either party may request the removal of an adjudicator on the grounds of personal bias or other conflict of interest. See “Conflicts” section above. Such requests may be made by submitting a written statement to the Title IX Coordinator setting forth the basis for the challenge no later than two (2) business days after receiving notice of the identity of the adjudicator(s) assigned to the matter. The Title IX Coordinator will determine whether to accept or deny the challenge. If the request is accepted, a replacement will be appointed and notice will be provided to the complainant and respondent. The decision of the Title IX Coordinator with regard to the challenge is final and is not appealable.

The investigation file will be made available to and reviewed by the adjudicator(s) following his, her, or their appointment. Upon review of the investigation file, the adjudicator(s), in consultation with the Title IX

Coordinator, may request additional investigation by the investigator(s). The adjudicator(s) will render a decision based upon the investigation file and any other information the adjudicator(s) deems appropriate. While the Title IX Coordinator is available for consultation, the Title IX Coordinator will not participate in making a decision. The adjudicator(s) will use a preponderance of the evidence (or “more likely than not”) standard in determining whether a violation of this policy has occurred, and if so, what sanctions are warranted.

If the decision is made that there is not sufficient basis to believe that it is more likely than not that the respondent violated this Policy, the parties will be notified of that determination and informed of other resources that may be available.

If the decision is made that it is more likely than not that the respondent violated this policy, the adjudicator(s) or the adjudicator’s designee shall determine appropriate sanction(s). The determination will include steps to take to prevent recurrence of any such violations, and as appropriate, remedies for the complainant. Possible sanctions include counseling or education on appropriate behavior, a requirement of behavioral changes, a written warning and/or other disciplinary actions, up to and including termination of employment for employees or expulsion for students.

### 3. Notice of Outcome

The parties shall receive a simultaneous written notice of the outcome of the complaint, to include the determination of the adjudicator(s); where a violation is deemed to have occurred, in the respondent’s notice, any imposition of sanctions, and in the complainant’s notice, any imposition of sanctions that directly relates to the complainant; any other steps the Institute has taken to eliminate the conduct and prevent its recurrence; and, in the complainant’s notice, remedies offered or provided to the complainant. Every attempt will be made to complete the adjudication process and provide a Notice of Outcome within twenty-five (25) business days of the completion of the investigation. In some cases, more time may be required.

## **ALTERNATIVE PROCEDURES**

Nothing in this policy is intended to interfere with the right of any individual to pursue other avenues of recourse which may include, but is not limited to, filing a complaint with the United States Department of Education’s Office for Civil Rights (OCR).

The OCR office for institutions located in New York is:

U.S. Department of Education  
Office for Civil Rights  
32 Old Slip, 26th Floor  
New York, NY 10005-2500  
Telephone: 646-428-3900  
FAX: 646-428-3843  
TDD: 800-877-8339  
Email: OCR.NewYork@ed.gov

# Drug-Free School and Work Place Policy

Aveda Arts & Sciences Institute New York embraces the spirit of the public law that requires schools to provide a drug-free campus and work place. As part of our institutional philosophy, we are dedicated to the advancement and well-being of the population we serve. As such, all students and employees are encouraged to abstain from the use of illegal drugs and irresponsible use of alcohol.

The institute will abide by the policy outlined below, which applies to both students and employees. Employees also subject to the Neill Corporation drug/alcohol free workplace policy, which is incorporated by reference herein.

## ***Standards of Conduct***

The possession, distribution, or consumption of alcoholic beverages is prohibited on all Aveda Arts & Sciences Institute New York property, whether owned or leased. The institute also prohibits students from being under the influence of alcohol at school. At Aveda Arts & Sciences Institute New York sponsored functions where alcohol may be served, the institute prohibits unlawful or irresponsible possession, distribution and consumption of alcoholic beverages, regardless of location and regardless of age. Aveda Arts & Sciences Institute New York enforces the drinking laws of the state of New York, including the prohibition of use by persons younger than 21 years of age.

The Aveda Arts & Sciences Institute New York prohibits the unlawful possession, distribution, use, or being under the influence of illegal drugs and/or controlled substances on any property leased or owned by the Aveda Arts & Sciences Institute New York or in any program or activity sponsored by Aveda Arts & Sciences Institute New York in any location. Although New York law allows those with certain medical diagnoses to use medical marijuana in some circumstances, the possession of marijuana is prohibited under federal law. Aveda Arts & Sciences Institute New York accordingly prohibits possession, distribution, use, and being under the influence of marijuana on any property leased or owned by the Aveda Arts & Sciences Institute New York or in any program or activity sponsored by Aveda Arts & Sciences Institute New York in any location.

## ***Disciplinary Sanctions***

Aveda Arts & Sciences Institute New York will impose disciplinary sanctions on students and employees (consistent with federal, state, or local law) for violations of the standards of conduct set forth in this policy. Disciplinary sanctions may include expulsion or termination of employment and referral for prosecution.

As a condition of enrollment, students must abide by the terms of the policy or one or more of the following actions will be taken within 30 days:

- reporting the violation to law enforcement officials;
- taking appropriate disciplinary action against such student, up to and including expulsion; and
- requiring such student to participate in a substance abuse rehabilitation program approved for such purposes by a federal, state, local health, law enforcement, or other appropriate agency.

If an employee is not terminated after violating the Aveda Arts & Sciences Institute New York's alcohol and drug policy, he or she may be required to participate in a substance abuse assistance or rehabilitation program as a condition of continued employment.

## ***Legal Sanctions***

This description is intended to provide a basic, general understanding of the range of serious legal

sanctions which can arise from the unlawful possession, distribution and/or use of illicit drugs and alcohol. Individuals who are concerned about specific circumstances should consult applicable laws and/or seek legal counsel.

In addition to the federal and state sanctions outlined below, secondary civil consequences may also flow from criminal drug violations. Property associated with the criminal acts, including homes and vehicles, can be confiscated by the state or federal government. Those who are convicted of felony violations may be barred from governmental employment or from licensed professions such as law, medicine and teaching. In addition, individuals may face a variety of penalties imposed by municipal ordinances.

Federal Sanctions. Federal anti-drug laws could affect a number of areas on the lives of our students and employees. Students could lose eligibility for financial aid, could be denied other federal benefits such as Social Security, retirement, welfare, health, disability, and veterans benefits. The Department of Housing and Urban Development, which provides funds to states and communities for public housing, now has the authority to evict resident members of their household who are involved in drug-related crimes on or near the public housing premises.

Federal Drug Offenses and Penalties, 21 U.S.C. § 841 et. seq.

§ 841(b)(1)(A) Distribution, manufacture, possession, and dispensing of 1 kilogram or more of a mixture containing a detectable amount of heroin; 5 kilograms or more of a mixture containing a detectable amount of coca leaves or cocaine; 280 grams or more of a mixture which contains cocaine base; 400 grams or more of a mixture containing a detectable amount of fentanyl or 100 grams or more of a mixture containing a detectable amount of a fentanyl analogue; 100 grams or more of PCP or 1 kilogram or more of a mixture or substance containing a detectable amount of PCP; 10 grams or more of a mixture containing a detectable amount of LSD; 1,000 kilograms of a mixture containing a detectable amount of marijuana or 1,000 or more marijuana plants; or 50 grams or more of methamphetamine or 500 grams or more of a mixture containing a detectable amount of methamphetamine, is a felony punishable by not less than 10 years in prison nor more than life in prison; and if death or serious bodily injury results, not less than 20 years nor more than life in prison; and not more than a \$10 million fine for a first offense. A second offense is punishable by not less than 20 years nor more than life in prison and a fine of not more than \$20 million. Two or more prior offenses may result in life in prison and a fine of not more than \$20 million.

§ 841(b)(1)(B) In the case of distribution, manufacture, possession, and dispensing of 100 kilograms or more of a mixture containing a detectable amount of marijuana or 100 or more marijuana plants; 100 grams or more of a mixture containing a detectable amount of heroin; 500 grams or more of a mixture containing a detectable amount of coca leaves or cocaine; 28 or more grams of a mixture which contains cocaine base; 40 grams or more of a mixture containing a detectable amount of fentanyl or 10 grams or more of a mixture containing a detectable amount of a fentanyl analogue; 1 gram or more of a mixture containing a detectable amount of LSD; 10 grams or more of PCP or 100 grams or more of a mixture containing a detectable amount of PCP; 5 grams or more of methamphetamine or 50 grams or more of a mixture containing a detectable amount of methamphetamine, one may be sentenced to not less than 5 years in prison nor more than 40 years; and if death or serious bodily injury results, not less than 20 years nor more than life in prison; and fined not more than \$5 million for a first offense. A second offense is punishable by not less than 10 years and not more than life in prison and a fine of not more than \$8 million.

§ 841(b)(1)(C) For distribution, manufacture, possession, and dispensing of 50 to 99 kilograms of a mixture containing a detectable amount of marijuana, or 50 to 99 marijuana plants; more than 10 kilograms of hashish; more than 1 kilogram of hashish oil; any amount of other schedule I or II substances; any drug product containing gamma hydroxybutyric acid; or 1 gram or less of

flunitrazepam, one may be sentenced to not more than 20 years in prison. If death or serious bodily injury result, one may be sentenced not less than 20 years nor more than life in prison. In addition, one may be fined not more than \$1 million. A second offense is punishable by not more than 30 years, or if death or serious bodily injury result, life in prison, and a fine of \$2 million.

§ 841(b)(1)(D) For distribution, manufacture, possession, and dispensing of a quantity of marijuana less than 50 kilograms, or 1 to 49 marijuana plants, less than 10 kilograms of hashish, or less than one kilogram of hashish oil, one may be sentenced to not more than 5 years and fined not more than \$250,000. A second offense is punishable by not more than 10 years in prison and a fine of not more than \$500,000.

§ 841(b)(1)(E) For distribution, manufacture, possession, and dispensing of any amount of other schedule III drugs, one may be sentenced to not more than 10 years in prison, or if death or serious bodily injury result, not more than 15 years in prison. One may be fined not more than \$500,000. A second offense is punishable by not more than 20 years in prison, or if death or serious bodily injury result, not more than 30 years, and a fine of not more than \$1 million.

§ 841(b)(2) For distribution, manufacture, possession, and dispensing of any amount of all other schedule IV drugs (other than one gram or more of flunitrazepam), one may be sentenced to not more than 5 years in prison and fined not more than \$250,000 for a first offense. A second offense is punishable by not more than 10 years in prison and a fine of not more than \$500,000.

§ 841(b)(3) For distribution, manufacture, possession, and dispensing of any amount of all schedule V drugs, one may be sentenced to not more than 1 year and fined not more than \$100,000 for a first offense. A second offense is punishable by not more than 4 years in prison and a fine of not more than \$200,000.

§ 848(b) If one is the head of a "drug ring" of 5 or more persons engaged in a criminal enterprise involving the manufacture, acquisition, transportation, distribution, or sale of illegal substances, one may be sentenced to life in prison in certain circumstances.

§ 853(a) All of the above include the possibility of forfeiture of property derived from or used in the distribution of illegal drugs, or used in the manufacture of such drugs.

§§ 859-60 Distribution of controlled substances to persons under 21 years of age may be punishable by twice the above sentences, as may distribution within 1,000 feet of a school, college, or university.

Federal law also imposes penalties for simple possession of controlled substances, as set forth in 21 U.S.C. § 844(a). A first conviction may result in a term of imprisonment of not more than one year, a minimum fine of \$1,000, or both. A second conviction will result in imprisonment for not less than 15 days but not more than 2 years and a fine of at least \$2,500. Penalties for a third conviction include imprisonment for not less than 90 days but not more than 3 years, and a minimum fine of \$5,000.

State Law Sanctions for Drug Offenses. New York laws defining offenses related to drugs and controlled substances may be found in New York Penal Law Sections 220 and 221. Penalties for felony offenses are set forth in New York Penal Law Section 60.04.

Penal Law §§ 220.21, 220.43 Controlled substance offenses in the first degree include possession of 8 ounces or more of a mixture containing a narcotic drug and 5,760 milligrams or more of methadone; and sale of 2 ounces or more of a mixture containing a narcotic drug or 2,880 milligrams or more of methadone. First degree offenses are punishable by imprisonment of not less than 8 years and not more

than 20 years and a \$100,000 fine.

Penal Law §§ 220.18, 220.41 Controlled substance offenses in the second degree include possession of 4 ounces or more of a mixture containing a narcotic drug, 2 ounces or more of a mixture containing methamphetamine, 10 grams or more of a stimulant, 625 milligrams or more of hallucinogen, 25 grams or more of a hallucinogenic substance, and 2,880 milligrams or more of methadone. Second degree offenses also include the sale of 0.5 ounce or more of a mixture containing a narcotic drug, 0.5 ounce or more of a mixture containing methamphetamine, 5 grams or more of a stimulant, 125 milligrams or more of hallucinogen, 5 grams or more of a hallucinogenic substance, and 360 milligrams or more of methadone. Second degree offenses are punishable by imprisonment of not less than 3 years and not more than 10 years and a \$50,000 fine.

Penal Law §§ 220.16, 220.39 Controlled substance offenses in the third degree include possession of a narcotic drug with intent to sell it, 1 gram or more of a stimulant with intent to sell it, 25 milligrams or more of a hallucinogen with intent to sell it, 1 gram or more of a hallucinogenic substance with intent to sell it, 1/8 ounce or more of a mixture containing methamphetamine with intent to sell it, 5 grams or more of a stimulant, 125 milligrams or more of a hallucinogen, 5 grams or more of a hallucinogenic substance, and 0.5 ounce of a mixture containing a narcotic drug. Third degree crimes also include sale of a narcotic drug, 1 gram or more of a stimulant, 25 milligrams of a hallucinogen, 1 gram or more of a hallucinogenic substance, and 1/8 ounce of a mixture containing methamphetamine. Third degree offenses are punishable by imprisonment of not less than 1 year and not more than 9 years and a \$30,000 fine.

Penal Law §§ 220.09, 220.34 Controlled substance offenses in the fourth degree include possession of 1/8 ounce of a mixture containing a narcotic drug, 0.5 ounce of a mixture containing methamphetamine, 2 ounces or more of a mixture containing a narcotic preparation, 1 gram or more of a stimulant, 25 milligrams or more of a hallucinogen, 1 gram or more of a hallucinogenic substance, 10 ounces or more of a dangerous depressant, 2 pounds or more of a depressant, and 360 milligrams or more of methadone. Fourth degree crimes also include the sale of a narcotic preparation, 10 ounces or more of a dangerous depressant, 2 pounds or more of a depressant, and methadone. Fourth degree offenses are punishable by imprisonment of not less than 1 year and not more than 5.5 years and a \$15,000 fine.

Penal Law §§ 220.06, 220.31 Controlled substance offenses in the fifth degree include possession of a controlled substance with intent to sell it, 0.5 ounce of a mixture containing a narcotic preparation, 50 milligrams or more of PCP, and 500 milligrams or more of cocaine. Fifth degree crimes also include sale of any controlled substance. Fifth degree crimes are punishable by imprisonment of not less than 1 year and not more than 2.5 years and a \$5,000 fine.

Penal Law § 220.03 Seventh degree possession of a controlled substance includes unlawful possession of any controlled substance. Seventh degree possession of a controlled substance is punishable by imprisonment of not more than one year and a fine of not more than \$1,000.

Where a sentence of imprisonment is imposed, a court may also order comprehensive alcohol and substance treatment or may enroll the sentenced person to the state's shock incarceration program.

New York also prohibits possession of marijuana. Possession of less than 25 grams of marijuana is punishable by a fine of not more than \$100. Possession of more than 25 grams of marijuana and the sale of two grams or less without consideration are punishable by imprisonment of not more than 3 months and a fine of not more than \$500. Possession of more than 2 ounces of marijuana and the sale of any amount of marijuana are punishable by imprisonment of not more than 1 year and a fine of not more than \$1,000. Possession of more than 8 ounces of marijuana and the sale of more than 25 grams of marijuana are punishable by imprisonment of not less than 1 year and not more than 1.5 years and a fine of not more than \$5,000. Possession of more than 16 ounces of marijuana, the sale of more than 4 ounces of marijuana, and the sale of marijuana to a person under the age of 18 are punishable by imprisonment of not less than 1 year and not more than 2.5 years and a fine of not

more than \$5,000. Finally, possession of more than 10 pounds of marijuana and the sale of more than 16 ounces of marijuana are punishable by imprisonment of not less than 1 year and not more than 5.5 years and a fine of \$15,000.

State Law Sanctions for Alcohol Offenses. New York State Law imposes criminal penalties for misuse of alcohol. Procuring an alcoholic beverage for a person under the age of 21 is punishable by imprisonment of up to 5 days and/or a \$200 fine. New York law also prohibits any person under the age of 21 from possessing alcoholic beverages with the intent to consume them. Each violation is punishable by a \$50 fine and/or completion of an alcohol awareness program and/or community service (beverages may also be confiscated and destroyed). In addition, persons under 21 can be fined up to \$100 and/or required to perform community service and/or complete an alcohol awareness program when presenting falsified proof to purchase alcoholic beverages. If a driver's license is used in the attempt to purchase alcohol illegally, the license can be suspended for 90 days.

Driving while intoxicated or while ability impaired by drugs is a misdemeanor punishable by up to one year in prison and/or \$1,000 fine for a first offense plus six-month license revocation. A second or subsequent offense constitutes a felony. Driving while impaired by alcohol (DWA) is also a violation, punishable by up to 15 days imprisonment and/or a \$500 fine plus a 90-day license suspension. Under the State's Zero Tolerance Law, the State will suspend or revoke the driver's license of any person under the age of 21 who is found to have driven after drinking any quantity of alcohol. Blood alcohol content of .02 is considered conclusive evidence that the person has consumed alcohol. The NYPD will immediately seize and impound the vehicle of an intoxicated driver. Also, if the driver causes bodily and/or property damage to others, he/she may be liable for monetary damages and criminal penalties if serious injuries or death occur.

### **Health Risks**

Drugs and alcohol can be highly addictive to the body and can cause harmful effects to virtually every aspect of a person's life, i.e., relationships, family, job, institute, physical, and emotional health. People who use drugs and alcohol may lose their sense of responsibility, become restless, irritable, paranoid, depressed, inattentive, and anxious or experience sexual indifference, loss of physical coordination and appetite, coma, convulsion, or even death. Persons who use drugs and alcohol face not only health risks, but their ability to function in their personal and professional lives can be impaired as well. Some examples of this are a hangover or feeling "burnt out," being preoccupied with plans of the next drink or "high," or slowed reflexes that can be especially dangerous while driving. Alcohol-related driving deaths are the top killer of 15- to 24- year-olds.

The signs that could indicate when someone is in trouble with drugs or alcohol, including:

- abrupt changes in mood or attitude;
- continuing slump at work or school;
- continuing resistance to discipline at home or school;
- inability to get along with friends or family;
- unusual temper flare-ups;
- increased borrowing of money;
- heightened secrecy;
- a complete new set of friends.

### **Counseling, Treatment and Rehabilitation**

Students can obtain drug and alcohol education information and a list of counseling and support services from the Student Care Manager. Employees should contact Human Resources for assistance. Resources for students and employees struggling with alcohol and or substance abuse problems include:



- Alcohol Drug Interventions and Drug Treatment 888-762-3750
- Alcohol and Drug Abuse Helpline and Treatment 800-234-0420
- Help Hotline for those who live with alcoholics 888-4AL-ANON or 888-425-2666
- Marijuana Anonymous Hotline 800-766-677
- [www.newyorkcitydrugrehab.org](http://www.newyorkcitydrugrehab.org)

# 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:

<b>Disability</b>	<b>Qualified Professional</b>
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.

# Student Services

## **Placement**

With a network of many salons, spas, and health clubs nationwide, Aveda Arts & Sciences Institute New York can help you begin your professional career. We'll help you gain the knowledge you need with biannual career fairs and self-promotional instruction. The institute's curriculum includes training on professionalism, resume development, interview preparation, and job search skills. In addition, the Student Care Manager is available for individual appointments with students to discuss job searching, interview preparation, and to review students' resumes. Nonetheless, Aveda Arts & Sciences Institute New York is primarily an institution of learning and does not guarantee job placement.

## **Academic Counseling**

Aveda Arts & Sciences Institute New York provides academic counseling to all students. The institute provides tutoring if a student experiences challenges in meeting the minimum performance standards and course requirements. If a student needs academic assistance, he or she should request help from the Student Care Manager, who will help the student obtain the necessary academic counseling.

## **Individual Counseling**

If a student experiences personal challenges, he or she should contact the Student Care Manager, who will help the student resolve the problem, or direct them to a professional or organization that can.

## **Student Activities**

While at the institute, you'll have the opportunity to participate in a variety of events and activities that are educational, interesting, and fun.

## **Alumni Association**

Aveda Arts & Sciences Institute New York Alumni Association allows graduates to keep in touch with classmates, take advantage of product discounts, receive advanced education, and placement assistance.

## **Housing**

Aveda Arts & Sciences Institute New York does not offer housing to its students.

## **Discount Policy**

We are offering our students the following product discount:

Aveda retail products **50% off**

Non-Aveda products and accessories **20% off**

No more than three of one product can be purchased at one time.

# Student Records

## Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records. It 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 the institute receives a request for access. The student should submit to the Student Care Manager, a written request that identifies the record(s) the student wishes to inspect. The Student Care Manager will then make arrangements for access and notify the student of the time and place where the records may be inspected.
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 institute to amend a record should write to the Director, identify the part of the record that the student wants changed, and specify why it should be changed. If the Director decides not to amend the record as requested, the institute 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 institute discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent. The institute requires written consent from the student and parents or guardians of dependent minors (each time) before releasing any student information in response to a third party request, unless otherwise required by law.

The institute 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 the institute in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health staff). A school official also may include a volunteer or contractor outside of the institute who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the institute with respect to the use and maintenance of personally identifiable information 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 the institute.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the 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 personally identifiable information 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 personally identifiable information from the education records without obtaining prior written consent of the student –

- To other school officials, including teachers, within the 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, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- 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, subject to the requirements of §99.34. (§99.31(a)(2))
- 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. Disclosures under this provision may be made, subject to the requirements of §99.35, 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 personally identifiable information 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. (§§99.31(a)(3) and 99.35)
- 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. (§99.31(a)(4))
- 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. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as “directory information” under §99.37. (§99.31(a)(11))
- To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of §99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§99.31(a)(13))
- To the general public, the final results of a disciplinary proceeding, subject to the requirements of §99.39, 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. (§99.31(a)(14))
- 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. (§99.31(a)(15))

### **Disclosure of Directory Information**

Under FERPA, the institute may disclose designated “directory information” without your written consent, unless you have advised the institute to the contrary. The institute has designed the following information as directory information:

- Student's name;
- Address;
- Telephone Listing;
- Electronic mail address;
- Photograph;
- Date and place of birth;
- Field of study;
- Grade level;
- Enrollment status;
- Dates of attendance;
- Participation in activities;
- Degrees;
- Honors and awards received; and
- Most recent institution attended.

If you do not want the institute to disclose directory information from your education records without your prior written consent, you must notify the Student Care Manager in writing at the start of a student's program.

### **Transcripts**

For students to receive a copy of their transcript, they must submit a written request to New York. The request must include the following information: Aveda Arts & Sciences Institute

- Student's full legal name;
- Current address, email, and phone number;
- Program attended;
- \$5.00 payable to Aveda Arts & Sciences Institute New York by debit, check, money order, or in cash; and
- Addresses student would like the transcript sent to.

### **Record Retention Policy**

Students' entire record shall be maintained for at least 7 years from the date of graduation, termination, or withdrawal. After that, the institute will maintain the following student records for 20 years from the date of graduation, termination, or withdrawal:

- Name, address, and date of birth;
- Date of enrollment;
- Program taken;
- Record of all final tests and grades;
- Date of graduation, withdrawal, or termination; and
- Notation whether a diploma was issued and the date issued.



# Graduation Requirements

## Graduation Requirements

To receive a diploma from Aveda Arts & Sciences Institute New York, a student must do all of the following:

1. Complete New York State Appearance Enhancement course requirements;
2. Complete 1000 hours for Cosmetology or 600 hours for Esthiology;
3. Be current on all fee and payment obligations;
4. Meet satisfactory academic progress; and
5. Achieve a minimum grade point average of 2.7 (80%).

## *Exit Interview*

After students complete all hours in their program, they need to schedule an exit interview with the Student Care Manager, who will assist students in completing the paperwork necessary for license application and graduation. Before an exit interview is scheduled, students must

- Meet with Academic Team Lead to review and sign off on the final report card;
- Students who receive Direct Stafford loans must complete exit counseling online with the United States Department of Education at [studentloans.gov](http://studentloans.gov); and
- Complete the Aveda Arts & Sciences Institute New York Exit Interview form.

# New York State Licensing Requirements

## Cosmetology

### **What are the requirements to obtain a license for Cosmetology in the state of New York?**

If you are at least 17 years old, you may apply for a Cosmetology license based on:

#### **1) New York State Education and Examinations** *(eligible for temporary license)*

You must complete a 1,000-hour, New York State approved course of study and pass both the New York State written and practical examinations to get a license. As proof of successful completion of schooling, you must have the Affirmation of New York State Approved Schooling section of the application completed by your school director. After your application is reviewed and accepted, you will receive information that explains the exam process in detail.

#### **2) Education Outside of New York State** *(eligible for temporary license)*

The Department of State may waive the New York State schooling requirement if you can document an equivalent level of schooling from another state or country. You must submit all three of the following documents (foreign language documents must be accompanied by an English translation certified true and accurate by the translator):

- (1) a school certificate;
  - (2) a school transcript listing subjects and hours completed;
- AND
- (3) a current, original Certification of Licensure from your state board or, if not licensed, a current Certification from your state's board verifying the hours claimed.

After your application is reviewed and accepted, you will also be required to pass both the New York State written and practical examinations to obtain a Cosmetology license in New York State. You will receive information that explains the exam process in detail.

#### **3) Experience: 5 Years Outside of New York State**

Any individual having five years of legal experience in an occupation equivalent to cosmetology may apply for a New York State license by submitting satisfactory evidence of education and experience.

##### *Within the United States experience:*

- 1) An original certification from the licensing agency you were previously licensed with.
- 2) Two experience statements filled out by former employers, co-workers, clients, that can claim your experience in the state for at least five years. These experience statements must include exact dates (month and year of start of service and month and year of end of service), location (city, state, shop name), and specific services that you performed.
- 3) Copy of tax returns which indicate cosmetology as occupation

##### *Outside of the United States experience:*

Evidence may include but is not limited to:

- 1) Official certification from the licensing authority in your country or verification from the Consulate that a license is not required to practice this occupation in your country.
- 2) Detailed letters from employer(s) in your country specifying exact dates of employment, location and specific services that you performed.
- 3) Detailed letters from your client(s), or coworker(s), in your country specifying exact dates of service, location and specific services you performed.
- 4) Copy of passport which indicates cosmetology as occupation, drivers' license, workbook with cosmetology experience, or any photo identification.
- 5) Copies of course curricula and diplomas/certificates for education completed in your country.

- 6) Copy of tax returns which indicate cosmetology as occupation.

After your application is reviewed and accepted, you may obtain a Cosmetology license in New York State without examination or further education.

#### **4) Endorsement/Reciprocity**

An applicant who holds a Cosmetology license in another jurisdiction may obtain a Cosmetology license in New York through endorsement or reciprocity. Refer to [www.dos.ny.gov](http://www.dos.ny.gov) for a Cosmetology endorsement or reciprocity list to determine if you qualify for licensure based on endorsement or reciprocity. An applicant must submit an original certification from the jurisdiction where she or he holds an equivalent license.

#### **5) Previous New York State Licensure**

An individual who fails to file an application and fee for renewal within five years of the expiration date cited on the individual's license shall be ineligible for such license until he or she passes a written exam. Proof of previous licensure may be required.

#### **Do I need a physical to be licensed?**

Yes. You need to be examined by a physician, physician's assistant or nurse practitioner to apply for a license in Cosmetology. Your physician, physician's assistant or nurse practitioner must complete and date the Health Certification section of the application. You must submit your application within 30 days after the certification is signed and dated.

### **Esthiology**

#### **What are the requirements to obtain a license for Esthetics?**

If you are at least 17 years old, you may apply for an Esthetics license based on:

##### **1) New York State Education and Examinations** *(eligible for temporary license)*

You must complete a 600-hour, New York State approved course of study and pass both the New York State written and practical examinations to get a license to operate in New York state. As proof of successful completion of schooling the Affirmation of New York State Approved Schooling section of the esthetics application must be completed by your school director. After your application is reviewed and accepted, you will receive information that explains the exam process in detail.

##### **2) Education Outside of New York State** *(eligible for temporary license)*

The Department of State may waive the New York State schooling requirement if you can document an equivalent level of schooling from another state or country. You must submit all three of the following documents (foreign language documents must be accompanied by an English translation certified true and accurate by the translator):

- 1) a school certificate;
- 2) a school transcript listing subjects and hours completed; AND
- 3) a current, original Certification of Licensure from your state board or, if not licensed, a current Certification from your state's board verifying the hours claimed.

After your application is reviewed and accepted, you will also be required to pass both the New York State written and practical examinations to obtain an Esthetics license in the state. You will receive information that explains the exam process in detail.

##### **3) Experience: 5 Years Outside of New York State**

Any individual having five years of legal experience in an occupation equivalent to Esthetics may apply for a New York State license by submitting satisfactory evidence of education and experience.

*Within the United States experience:*

- 1) An original certification from the licensing agency you were previously licensed with.

- 2) Two experience statements filled out by former employers, co-workers, clients, that can claim your experience in the state for at least five years. These experience statements must include exact dates (month and year of start of service and month and year of end of service), location (city, state, shop name), and specific services that you performed.
- 3) Copy of tax returns which indicate Esthetics as occupation

*Outside of the United States experience:*

Evidence may include but is not limited to:

- 1) Official certification from the licensing authority in your country or verification from the Consulate that a license is not required to practice this occupation in your country.
- 2) Detailed letters from employer(s) in your country specifying exact dates of employment, location and specific services that you performed.
- 3) Detailed letters from your client(s), or coworker(s), in your country specifying exact dates of service, location and specific services you performed.
- 4) Copy of passport which indicates Esthetics as occupation, driver's license, workbook with Esthetics experience, or any photo identification.
- 5) Copies of course curricula and diplomas/certificates for education completed in your country.
- 6) Copy of tax returns which indicate Esthetics as occupation.

After your application is reviewed and accepted, you may obtain an Esthetics license in New York State without examination or further education.

**(4) Endorsement** An applicant who holds an Esthetics license in another jurisdiction may obtain an Esthetics license in New York through endorsement without examination or further education. Refer to <http://www.dos.ny.gov/licensing/endorsement.html#esthetics> for an Esthetics endorsement list to determine if you qualify for licensure based on endorsement. An applicant must submit an original certification from the jurisdiction where he or she holds an equivalent license.

**(5) Previous New York State Licensure** An individual who fails to file an application and fee for renewal within five years of the expiration date cited on the individual's license shall be ineligible for such license until she or he passes a written exam. Proof of previous licensure may be required.

**Do I need a physical to be licensed?**

Yes. You need to be examined by a physician, physician's assistant or nurse practitioner to apply for a license in Esthetics. The physician, physician's assistant or nurse practitioner must complete and date the Health Certification section of the application. You must submit your application within 30 days after the health certification is signed and dated.

# Institute Disclosure Information

## NACCAS (Accreditor) Graduation, Placement, and Licensure Statistics

(Calculated pursuant to National Accrediting Commission of Career Arts & Sciences (NACCAS) 2022 Annual Report Standards)

\*Cohort consists of all students scheduled to graduate in 2021

Program	Graduation	Placement	Licensure
Cosmetology	68.13%	77.42%	100%
Esthiology	82.58%	65.99%	100%
Overall	75.28%	71.22%	100%

## State (BPSS) Enrollment, Completion, and Placement Rates

(Calculated Pursuant to Bureau of Proprietary School Supervision Standards for the Occupational Education Data Survey)

The information provided in the Occupational Educational Data Survey (OEDS) is self-reported data by the licensed career school. While BPSS has approved the catalog, it relies on the verification of its content by the licensed career school.

### Cosmetology

7/1/19 to  
6/30/20

#### A. Program Enrollment

Full time	92
Part time	46
Still Enrolled/Continuing from previous year	68
Total Enrollment	206

#### B. Outcome Status

Graduates	38
Noncompleters	35
Continuing Students	65

#### C. Placement of Program Completers

Number of Graduates	38
Number of graduates who are:	
1. Employed related field	26
2. Employed slightly related field	0
3. Employed unrelated field	0
4. In military	0
5. Seeking employment	0
6. Pursing additional education	0
7. Unavailable for placement	0
8. Status unknown	0

<i>Esthiology</i>	<u>7/1/19 to 6/30/20</u>
A. <u>Program Enrollment</u>	
Full time	95
Part time	71
Still Enrolled/Continuing from previous year	62
Total Enrollment	228
B. <u>Outcome Status</u>	
Graduates	106
Noncompleters	53
Continuing Students	7
C. <u>Placement of Program Completers</u>	
Number of Graduates	106
Number of graduates who are:	
1. Employed related field	65
2. Employed slightly related field	0
3. Employed unrelated field	0
4. In military	0
5. Seeking employment	0
6. Pursing additional education	0
7. Unavailable for placement	1
8. Status unknown	0

**New York Voter Registration Information**

Students can register to vote online or obtain voter registration forms to print off and mail at the following website: <http://www.elections.ny.gov/VotingRegister.html>. Students can also request New York voter registration forms from the Student Care Manager.

**Department of Education:** [www.ed.gov](http://www.ed.gov)