



HAYS ACADEMY  
OF HAIR DESIGN

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**Hays Academy of Hair Design locations:**

Main Campus: 1214 East 27<sup>th</sup> Street, Hays, KS 67601

Branch Campus: 115 South 5<sup>th</sup> Street, Salina, KS 67401

The main campus in Hays serves as the headquarters for all administration.

**Owners**

**Danielle Markley** and **Summer Melvin** are the owners of all campuses of Hays Academy and retain supervisory responsibilities for all campuses. They have been the owners of the Hays campus since 2003 and opened a branch campus in Salina in 2012.

**Staff**

**Danielle Markley**

Owner/Education Director

**Summer Melvin**

Owner/Financial Aid Administrator

**Eric Markley**

Instructor

**Len Melvin**

Marketing Director

**Nicole Kroeger**

Instructor/Hays

**Hope Chubb**

Instructor/Hays

**Jennifer Hageman**

Instructor/Hays

**Courtney Clayton**

Instructor/Hays

**Ashley Paulson**

Instructor/Salina

**Kirstin Bertram**

Instructor/Salina

**Rachel Vermillion**

Instructor/Salina

**Brooke Martens**

Instructor/Salina

**Kellie Britegam**

Salon Coordinator/Salina

**Lauren Goebel**

Salon Coordinator/Hays

**Randi Gerstner**

Admissions Director

**Accreditation**

National Accrediting Commission of  
Career Arts & Sciences  
3015 Colvin Street  
Alexandria, VA 22314  
Telephone (703) 600-7600

**Licensure**

Kansas State Board of Cosmetology  
714 SW Jackson, Suite 100  
Topeka, KS 66603-3714  
Telephone (785) 296-3155

**Approvals**

Kansas Board of Regents  
1000 SW Jackson St., Ste 520  
Topeka, KS 66612  
(785) 430-4240

Any comments or complaints can be sent to the above approvals.

# Tuition

## Cosmetology Fees:

Registration Fee.....	\$ 100
Books & Equipment Kit.....	\$ 2,100
Tuition.....	<u>\$15,000</u>
Total Tuition Fee.....	\$17,200

## Nail Technology Fees:

Registration Fee.....	\$ 100
Books & Equipment Kit.....	\$ 900
Tuition.....	<u>\$3,595</u>
Total Tuition Fee.....	\$4,595

### Payment of Tuition

#### Cosmetology

The student (or his/her guardian) agrees to pay the school designated above \$6,700 the first day of school, \$4,500 at the completion of 450 hours of training, \$3,000 at the completion of 900 hours of training, and \$3,000 at the completion of 1200 hours of training. If you desire another payment option, please set up a meeting with the administration.

#### Nail Technology

The student (or his/her guardian) agrees to pay the school designated above \$1,615 the first day of school, and \$1,515 the first day of the following month and \$1,465 the first day of the third month of training. If you desire another payment option, please set up a meeting with the administration.

### Methods of Payment

The methods of payment of monies owed to the institution can be cash, credit card, money order, check or Title IV aid.

Hays Academy of Hair Design is offers one \$500 scholarship to a senior who will graduate from any Kansas High School. All criteria must be received by May 1st.

Recipient will be selected and notified by May 15th. **Guidelines:**

- Complete Hays Academy of Hair Design application (Please contact the admissions office if you have not already received an application for admission).
- Write a one to two-page essay that includes discussion on all of the following topics:
  - Why you are interested in the career of Cosmetology

- What professionalism means to you
- Why you would be an excellent recipient of this scholarship

Please mail your application, essay and a High School transcript to: Hays Academy of Hair Design Attn: Summer Melvin 1214 East 27th Street Hays, Kansas 67601.

Third-party scholarships may be available to qualified students. For more information, please see the School's website at [www.haysacademy.edu](http://www.haysacademy.edu).

## **General Information**

### **Mission Statement**

Hays Academy of Hair Design strives to provide a progressive post-secondary education that will prepare students for a career in the salon and spa profession, while enhancing maximum personal potential.

### **Language**

All courses are taught in English.

### **Non-Discrimination Policy**

Hays Academy of Hair Design does not discriminate in its employment, admission, instruction or graduation policies on the basis of sex, race, age, color, ethnic origin, or religion.

### **Cosmetology Occupations**

Hair Stylist	Lecture/Platform Artist
Esthetician	Technical Beauty Sales
Makeup Artist	Salon Manager
Hair Coloring Specialist	Salon Owner
Skin and Scalp Specialist	Cosmetology School Instructor
Permanent Wave Specialist	Cosmetology School Manager
Manicurist/Pedicurist	Cosmetology School Owner

### **Nail Technology Occupations**

Manicurist	Artificial Nail Specialist
Pedicurist	Nail Salon Owner
Nail Wrap Specialist	

### **Professional Affiliations**

Wella Signature School  
 Wella Cut Craft School  
 Nuts and Bolts Business Training  
 Hays Chamber of Commerce  
 Salina Chamber of Commerce  
 American Association of Cosmetology Schools

### **Admission Requirements**

The admission requirements for our school are as follows:

1. Must be 17 years of age or older
2. Must have a high school diploma or its equivalent (example G.E.D) or have evidence of completion of home schooling that is registered with the state in which the home schooling was received. High School transcript is acceptable as proof of high school completion.

The student will be eligible to take the examination for licensure as a cosmetologist or manicurist when he/she has completed a minimum of 1500 hours for Cosmetology or 350 hours for Nail Technology. A student of Cosmetology does have the option to take the cosmetology written licensure exam at the conclusion of 1,000 hours.

### **Transfer Policy**

Transfer students are accepted in the school under the following conditions:

1. A maximum of 1000 hours can be transferred and credited to any training received at our institution.
2. Transfer students will be evaluated to determine if the knowledge and skill level represents the number of hours being transferred.
3. The school has the authority to decline transfer hours in its entirety or partially.
4. The transfer student must have a comparable working kit and textbooks to be accepted in this school or must purchase the equipment necessary to make the kit comparable to the kit being used by the school.
5. When a student is transferring out to another school, student information will be released at no cost to the student, when the new school sends a request and the student signs a release form.

### **Re-entry Policy**

This school has a policy of accepting students for re-entry. If re-entry is greater than one year from the students last date of attendance, the student will be required to demonstrate skill retainment in order for all hours previously attained to be credited. Students will re-enter at the same Satisfactory Academic Progress as when they withdrew. Students are only permitted to re-enter the same program one time. A \$500 re-entry fee is charged at the time of re-entry.

### **Vaccination Policy**

Hays Academy requires no information regarding vaccinations from potential students to attend school.

### **State Licensure Requirements**

1. High School education or the equivalent in this state
2. 17 years of age or older at the time of state board examination
3. 1500 hours of Cosmetology or 350 hours of Nail Technology in an approved school
4. Pass the written and practical examination administered by the board relating to the area of practice in which the person seeks a license

5. Pay appropriate licensure fee
6. Any person convicted of a felony must be able to demonstrate to the board's satisfaction that such person has been sufficiently rehabilitated to warrant the public trust before licensure can be issued

### **Certificates**

Each student will be awarded a school certificate upon completion of a prepared course of study and when all graduation requirements are met.

### **Grading Policies**

1. An average grade of 75% is required on theory tests, monthly requirement sheets, and practical exams. The student will not be permitted to graduate until each of these average 75%. Satisfactory Academic Progress Reports are conducted at the completion of 450 hours, 900 hours, and 1200 hours for Cosmetology or at the completion of 175 for Nail Technology. If the administrator sees a potential problem developing, the student will be advised of the concern and a plan may be implemented to help rectify any potential problem. If it is determined that a student is not capable of doing the required course work or is not willing to do the amount of work required to maintain a 75% average, the school may decide to terminate his/her training in the best interest of both the student and the school.
2. At the completion of the basics program the student must receive a 75% or higher on their final basics testing as well as maintaining a cumulative 75% throughout the basics program. If the student scores lower than a 75%, they will be dropped from the program.
3. A student who has completed 1500 hours of training in the Cosmetology program or 350 hours of training in the Nail Technician program and does not have an average grade point average of 75% can utilize the option of attending additional classes to retake failed portions. These classes are at an additional cost to the student.
4. If the student is absent the day a theory test is given, he/she will be allowed to take the test the day they return from their absence. The highest grade a student can receive, if the absence is unexcused, is a 75%.
5. Any student found cheating on any test will be suspended from school for a period of at least one week or a period time determined by the administrator and will receive a grade of 0% for the test.

### **Grading Scale**

The following grading scale is used:

Excellent	100-93%
Very Good	92-85%
Satisfactory	84-75%
Unsatisfactory	74% & below

### **Graduation Requirements**

#### **Cosmetology Course**

Each student must meet the following requirements for graduation:

- Complete 1500 clock hours of training

- Cumulative GPA of 75% in EACH of the following: theory, practical and attendance
- Complete all requirements of the Cosmetology curriculum
- Complete all requirements in the student skill book
- Have either paid all financial obligations or made arrangements for payment

### **Nail Technology Course**

Each student must meet the following requirements for graduation:

- Complete 350 clock hours of training
- Cumulative GPA of 75% in EACH of the following: theory, practical and attendance
- Complete all requirements of the Nail Technology curriculum
- Complete all requirements in the student skill book
- Have either paid all financial obligations or made arrangements for payment

### **Licensing Examinations**

When all graduation requirements are completed, each student may take the State of Kansas exam. There will be a written, practical and blood spill portion of the exam. An average grade of 75% must be obtained on each the written exam, on the practical and on blood spill procedure. The exam must be taken at a site designated by the Kansas Board of Cosmetology.

### **Financial Aid**

Federal student aid is available to qualified students. Those that qualify may be awarded a Pell grant, Direct Subsidized and/or Unsubsidized Stafford loans, and/or Direct Parent Plus loan. In order to be considered for aid, a student must complete a FAFSA (Free Application for Federal Student Aid), which is available at [www.fafsa.ed.gov](http://www.fafsa.ed.gov). The amount of financial aid that a student may be awarded is based on a student's EFC (Expected Family Contribution), which is determined by his or her FAFSA application. More information regarding federal student aid can be found online at [www.FederalStudentAid.ed.gov](http://www.FederalStudentAid.ed.gov).

### **Title IV Eligible Students**

Federal student aid is available to qualified students. Those that qualify may be awarded a Pell grant, Direct subsidized and/or Unsubsidized Stafford loans, and/or Direct Parent Plus loans. In order to be considered for aid, a student most complete a FAFSA (Free Application for Federal Student Aid), which is available at [www.fafsa.ed.gov](http://www.fafsa.ed.gov). The amount of financial aid that a student may be awarded is based on a student's EFC (Expected Family Contribution), which is determined by his or her FAFSA application.

All students using Title IV loans are required to complete Entrance Counseling, which can be completed at [www.studentloans.gov](http://www.studentloans.gov). Generally, students are expected to have completed Entrance Counseling prior to orientation. No student is eligible to receive Title IV loans funds until Entrance Counseling is complete.

All students using Title IV loans are required to sign a master promissory note (MPN). An MPN can be signed online at [www.studentloans.gov](http://www.studentloans.gov). Any student planning to receive



funds from a Parent Plus loan must also have a Parent MPN on file. A parent MPN may be signed at the aforementioned link. Paper MPNs are available upon request.

Students are also required to complete Exit Counseling prior to his or her Title IV aid file being released for graduation; students should complete this requirement by visiting [www.studentloans.gov](http://www.studentloans.gov). Students that withdraw from the Hays Academy are also required to complete Exit Counseling.

The Financial Aid Director is available to assist in the collection of Verification documents, the completion of Entrance and Exit Counseling, as well as the signing of a Master Promissory Note.

Some students enrolled at the school may be eligible to receive living expenses through the receipt of Title IV funding. Students eligible to receive living expenses are eligible because he/she has more award money available to him/her than tuition, supplies, fees, taxes, and any other charges that may be due to the school. Title IV disbursements are released as a student progresses satisfactorily through his/her program; living expenses are released as a result of these funds being in excess of amounts owed to the school. In almost all circumstances, living expense funds come from loan funds and must be paid back.

### **Students Selected for Verification**

Certain students who have completed a FAFSA may be selected for Verification; all students selected for Verification are required to submit relevant (and requested) income and/or tax information to the Office of Financial Aid in order to be Title IV eligible. Students selected for Verification will generally be given notice of this prior to a student's first day of class (also known as "Orientation.") If a student's FAFSA is found to be selected for Verification post-Orientation, the Financial Aid Office will provide the student with written notification within two business days of being aware of the selection; such notification will outline directions and required documentation needed to complete the Verification process. Upon the student receiving this notification from the Financial Aid Office the student will have 3-4 business days to submit the required documentation needed to satisfy Verification. If the required documentation is not received within this time frame, possible delay or forfeit of federal aid may occur.

If there are differences between the information listed on your FAFSA and your Verification documents, the Financial Aid Office will make corrections to your FAFSA for you. If your EFC (Expected Family Contribution; used to determine your Federal aid package) changes as a result of these corrections, the Financial Aid Office will notify you via written notification, in the form of an updated Award Letter. This notification will occur within one to two months of you starting class.

In the event of a student's award package changing due to Verification and an overpayment occurs, the school will return any funds that are due back to the Department of Education on the student's behalf.

Students may email the Financial Aid Director at summer@haysacademy.com in regard to questions about Verification, Entrance and Exit Counseling, Master Promissory Notes, and other general inquiries regarding student financial aid. Students may make appointments to meet with the Financial Aid Director for longer inquiries.

**Cosmetology Curriculum: 1500 clock hours**

<u>Scientific Concepts</u>	<u>Hours</u>	<u>Chemical Services</u>	<u>Hours</u>
Sanitation	40	Hair coloring	175
Hair and scalp	35	Hair lightening (included with Hair Coloring Hours)	
Skin	20	Chemical waving	150
Nails	20	Chemical hair relaxing	125
<u>Physical Services</u>		<u>Hair Dressing</u>	
Shampoos and rinses	35	Hair shaping	150
Scalp and hair care	35	Hair styling	125
Facials and make-up	150	Thermal techniques	75
Manicuring	180	Care and styling of hair pieces	10
Artificial nails		<u>State law</u>	50
<u>Business Practices</u>	75	<u>Student specific needs</u>	50

**A Cosmetology student shall not work on the public until the student has completed 320 hours of training.**

**Nail Technology Curriculum: 350 clock hours**

<u>Scientific Concepts</u>	60 hours	<u>Manicuring Skills</u>	75 hours
Sanitation			
Chemistry		<u>Artificial nails</u>	160 hours
Nails			
Skin		<u>Business practices</u>	35 hours
Muscles, nerves, and blood			
		<u>State law</u>	20 hours

**A Nail Technology student shall not work on the public until the student has completed 75 hours of training.**

**Textbook & Supplies Information**

Students have the option to opt out of having their books, kit and equipment included in the cost of books, kit and equipment in tuition and fees. If the student chooses to opt out, they are responsible for purchasing their own books and kit, which must conform with the items required by each respective program. A list will be provided to the student upon opting out. Students cannot opt out of the Nuts and Bolts materials because they are exclusive to school and cannot be purchased elsewhere.

Hays Academy of Hair Design is a Nuts and Bolts Business Training member school. We also use the Milady textbooks. The following are the ISBN #s if applicable as well as the retail value.

- Milady’s Standard Cosmetology 2016, 13th Edition ISBN-13: 978-1-285-76941-7 \$130.00

- Milady’s Standard Nail Technology, 7<sup>th</sup> Edition ISBN-13: 9781285080475 \$132.00
- Nuts and Bolts Business Training Materials are exclusive materials to member schools and not available for retail. These materials are included in the students training fees.

**Withdrawal and Settlement Policy**

Our school has a definite and written policy for the settlement of cases of students who discontinue training for any reason, by either party, including student’s decision, course or program cancellation or school closure.

**Official Withdrawal or Cancellation:**

- A. An applicant rejected by the school shall be entitled to a refund of all monies paid.
- B. If a student (or in case of a student under legal age, his/her parent or guardian) cancels his/her enrollment and demands his/her money back, in writing within three business days of the signing of an agreement or contract. In this case, all monies collected by the school shall be refunded. This policy applies regardless of whether or not the student actually started training.
- C. If a student cancels his/her enrollment after three business days after signing, but prior to entering classes, he/she shall be entitled to a refund of all monies paid to the school less a registration fee of \$100.00 for either the Cosmetology course or the Nail Technology course.
- D. A student notifies the institution of his/her withdrawal.
- E. A student on an approved leave of absence notifies the school that he or she will not be returning. The date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that the student will not be returning; or
- F. A student is expelled by the school. (Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 30 days.)
- G. In type B, C, D, or E official cancellations or withdrawals, the cancellation date will be determined by the postmark on the written notification, or the date said notification is delivered to the school administrator or owner in person.
- H. For students who enroll in and begin classes but withdraw prior to program completion (after three business days of signing the contract), the following schedule of tuition earned by the school applies. All refunds are based on scheduled hours.

The registration fee of \$100.00 and the cost of the books & equipment kit are part of the total price set out and are not refundable.

Percentage of Time To Total time of Program	Amount of Total Tuition Owed to the School
0.01% to 4.9%	20% Retained or Received
5% to 9.9%	30% Retained or Received
10% to 14.9%	40% Retained or Received
15% to 24.9%	45% Retained or Received
25% to 49.9%	70% Retained or Received

50% and OVER

100% Retained or Received

- I. All refunds will be calculated based on the student's last date of attendance. Any monies due to a student who withdraws shall be refunded within 45 days of a determination that a student has withdrawn, whether officially or unofficially. In the case of mitigating circumstances beyond the student's control, a reasonable and fair refund settlement will be made.
- J. The cost of extra items to the student, such as instructional supplies or equipment, service charges, activity fees, state board examination fee, and other charges need not be considered in refund computations provided charges are itemized separately in the enrollment agreement. The cost of the kit and the registration fee of \$100.00 for Cosmetology and Nail Technology students are part of the total price set out and are not refundable after the starting date of classes.
- K. If a course and/or program is canceled subsequent to a student's enrollment, regardless if instruction has begun or not, the school shall at its option:
  - (a) Provide a refund of all monies paid; or
  - (b) Provide for completion of the course and/or program; or
  - (c) Participate in a Teach-Out Agreement; or
  - (d) Provide a pro rata refund for all students transferring to another school based on the hours accepted by the receiving school.
- L. If permanently closed or no longer offering instruction after a student has enrolled, the school will provide a pro rata refund of tuition to the student OR provide course completion through a pre-arranged teach out agreement with another institution.

#### **Return of Title IV Policy**

The Federal Return of Title IV funds formula ("R2T4") dictates the amount of Federal Title IV aid that must be returned to the federal government or the lending institution by the Institute and/or the student. The R2T4 formula is applicable to an eligible student receiving federal aid when that student withdraws or is terminated from the Institute.

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/clocked hours. 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 Institute terminates the student's enrollment as provided in the Enrollment Agreement.
- If a student does not return or call from the student's leave of absence by the date of the student's expected return, the student shall be considered terminated.
- If the student unofficially withdrew, the 14th calendar day of consecutive absence from the Institute.

The amount of Title IV funds earned by the student is based upon the length of time the student is scheduled to complete in the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before 60% of the payment period has been

completed. After 60% of the payment period has been scheduled to be complete, 100% of the Title IV funds are earned. The percentage that has not been earned is calculated by subtracting the percentage of Title IV aid earned from 100%.

The percentage of the payment period completed is calculated by the number of clock hours the student was scheduled to complete in the payment period as of the withdrawal date divided by the total number of clock hours in the payment period.

The amount to be returned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date.

If a student has earned more Title IV funds than have been disbursed, the Institute must offer the amount of earned funds as a post-withdrawal disbursement.

Post-withdrawal disbursements may be offered from Pell Grant funds first if eligible. If there are current educational costs due the Institute at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be credited to the student's account. Any Pell Grant funds in excess of current educational costs may be offered to the student if eligible. Any federal loan program funds due in a post-withdrawal disbursement must be offered to the student and the Institute must receive the student's permission before crediting their account.

The following Title IV refund distribution is used for all Financial Aid students due a refund:

- Unsubsidized Direct Stafford Loan
- Subsidized Direct Stafford Loan
- Federal Direct Parent PLUS Loan
- Federal Pell Grant
- Federal Supplemental Opportunity Grant
- Other Title IV assistance

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

### **Notice Concerning Transferability Of Credits & Credentials Earned At Our Institution**

The transferability of credits you earn at Hays Academy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn from the Hays Academy is also at the complete discretion of the institution to which you

may seek to transfer. If the credits or certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your course work at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending the Hays Academy to determine if your credits or certificate will transfer.

### **Attendance Policy – Rules and Regulations**

1. Class schedules are as follows:

8:00 A.M. – 4:30 P.M. Tuesday, Wednesday, Friday

11:00 A.M. – 7:30 P.M. Thursday

9:00 A.M. – 4:00 P.M. Saturdays (as designated)

Part-time schedules can be accommodated on a case by case basis.

Come in early and be ready for roll call each morning. There will be a uniform inspection each morning at roll call. Stylist Capes must be worn, shoes kept clean, hair in a current style appropriate to the profession, and a generally clean and well-groomed appearance is required.

2. If the student is unable to clock in by five minutes after the start of classes, he/she will not be allowed to attend classes. Students will be granted three passes for tardies within the 1500 hours. These passes can be used for tardies up to 90 minutes. After the three passes are used the student will not be allowed to clock in that day. The student must have written proof to bring the manager if allowed to clock in later than five minutes after the start of classes and/or have arranged for the tardy in advance.
3. Basics students can only miss four days throughout the Basics Program. If a student misses more than four days or 32 hours they will be withdrawn from the program. If the student chooses to re-enter, they must follow the institutions re-entry policy.
4. After a student has completed the Basics Program an allowance of four days or 32 hours absent in a 10-week time frame is issued. If a student misses more than the 4 days or 32 hours in the ten week time frame they are withdrawn from the program. If the student chooses to re-enter, they must follow the institutions re-entry policy.
5. In order for a student to be dismissed early from the school day, they will need to inform administration at least one week in advance. If the student fails to give a weeks' notice of early dismissal, he/she will need to have a meeting with administration to explain the necessity of their early dismissal. At this time, administration will either grant or deny the early dismissal. If the decision is to deny, and the student still chooses to leave early, then he/she will receive a one-day suspension.

6. In case of long-term illness, hospitalization, or other extenuating circumstances, request an appointment with the administrators to work out necessary arrangements for a leave of absence.
7. When a death occurs in a student's immediate family, the student may take up to three days off to attend the funeral or make funeral arrangements. We may in unusual circumstances require verification of the need for the bereavement leave. Immediate family members are defined as the student's spouse, parents, stepparents, sisters, brothers, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.
8. All students are required to maintain a cumulative 75% attendance record.
9. All make-up work must be completed upon return of an absence this includes all theory test as well as practical work.
10. A student is allowed to receive credit for more than eight hours per day given they are receiving training that is supervised by an instructor. A student is also able to receive credit for hours of training outside of their normal schedule given they are receiving training that is supervised by an instructor.

### **Termination**

All students are expected to abide by all rules and regulations of Hays Academy of Hair Design. Not choosing to follow these rules and regulations can result in disciplinary action including termination from school.

### **Breaks and Lunch Period Policies**

1. A 30-minute lunch period is given daily. Each student needs to check with the Student Salon Coordinator to see when his or her lunch is scheduled before planning lunch every day. In the case of floor work conflicting with an assigned lunch time, the Student Salon Coordinator will assign an alternate lunchtime.
2. If a student fails to return after their lunch break, they will receive a one-day suspension if it is considered an unexcused absence.
3. Smoking is allowed only outside in the back of the school. Hays Academy of Hair Design provides a smoke-free environment.
4. Students must clock out for lunch whether or not he/she leaves the building.
5. Students are only able to leave school premises when clocked out.

### **Uniform Policy**

1. Standard school uniforms are worn each day for school (no substitutes). The school uniform consists of professional looking attire. Stylist Capes must be worn, shoes kept clean, hair in a current style appropriate to the profession, and a generally clean

and well-groomed appearance is required. Hats may not be worn as part of the uniform, nor can scarves be worn to cover the hair like a hat. No gang related apparel or accessories. Students may be clocked out if the uniform and appearance are not acceptable.

2. Personal hygiene is of extreme importance in this profession since the hair stylist works very close to the clients. Each student should pay special attention to the use of deodorants and breathe fresheners. Morning baths or showers are essential. If necessary, an instructor will call the student into the office and inform him/her a problem exists so it may be remedied.

### **Services on Students Policies**

1. Students may have his/her hair styled as time permits on specified days. You will be assigned to a specific day in which services may be performed. Requirements set forth must be met in order to receive a hair day.
2. A hair day price sheet must be completed and paid for before the service is started.
3. The student receiving the services may tell the instructor and student working on him/her how they would like their hair done but are not allowed to instruct the student doing the service on how it should be done. That is the instructor's duty.
4. Students working on other students must have each phase of the work checked by the clinic floor instructor the same as other clinic floor work. The student is expected to treat the student working on him/her the way he/she would want to be treated while working on someone else.

### **Student Salon Policies**

1. Students are not permitted behind the front desk unless assigned by an instructor, or the instructor requests his/her assistance.
2. An instructor must check all phases of student salon work.
3. When a student is called to the front desk for a client, he/she should greet the client by name, in a professional manner. When the service is finished, the student and receptionist should thank the client for coming in and ask them to come back again.
4. Students are not allowed to refuse service to a client or complain about having to service a client. This makes the client and everyone else within hearing uncomfortable, and it is bad manners and business. Treat the client the way you like to be treated in the same situation.
5. If there is a personal conflict between the student and client, the student should request a private conference with the clinic floor instructor or administrator in the office. If the client is giving the student problems on the clinic floor the instructor is not aware of, the student needs to ask the instructor to come back to the office to give advice on how to handle the client, or the instructor may need to deal with the client.



### **Time Clock Policies & Performance Sheets**

1. The school maintains a daily student record which verifies attendance and practice services completed, and a final student record which verifies curriculum requirements and hours successfully completed by each student. (K.A.R. 69-3-7)
2. Each student is required to punch in and out on the time clock to verify training hours.
3. If a student fails to clock in or out, they will not receive hours that CANNOT be verify.

### **Student Responsibility Policy**

1. Each student will be assigned a daily cleanup duty for each week in school. Each student is required to have 40 hours of sanitation for their state board requirement sheet and keeping the school neat and clean is the way these hours are obtained. Hairdressing stations must be kept neatly arranged at all times and must be thoroughly cleaned before school is dismissed each day.
2. Books and personal items are not to be left lying about. These need to be kept in the designated areas at all times.
3. No equipment or products will be taken out of the school at any time without the permission of the administrator. Students doing work outside of the school is unlawful and could result in the student's being expelled from school, or Kansas State Board of Cosmetology revoking the student's apprentice license permanently.
4. Due to health and sanitation reasons, kit items and equipment may not be returned. Any books that have been written in, show wear or have a code that has been accessed may not be returned. However, all books, kit and equipment must remain at the school until they are paid for.

## **General Policies**

1. Personal phone calls are not permitted unless it is an emergency. A student will be given a message if the caller wishes to leave one. Phone calls from the desk must be approved by an instructor and kept brief. The use of cell phones is prohibited.
2. Students are required to have a lock on their lockers. The school is not responsible for missing personal or other belongings. Any student caught stealing from another student, instructor, client, or the school will be immediately expelled from school, will not be permitted to complete training at the school, and will be reported to the police department.
3. All students are at all times required to maintain a professional attitude and appearance. Students should treat clients, instructors, and other students with courtesy, respect, and awareness.
4. No illegal drugs, contraband, or alcoholic beverages are permitted on school property or as a part of school activities at any time. If a search of the school premises is requested, the students must permit the search of personal belongings. Refusal to do so will be grounds for immediate dismissal. If a student is in possession of illicit drugs or alcohol, he/she will be immediately dismissed from school. For more information, please see the school's Alcohol and Drug Prevention Program and Policy on the school's website, [www.haysacademy.edu](http://www.haysacademy.edu).
5. Any student who deliberately destroys school property will be expelled from school and will not be readmitted.
6. Any property that has been unclaimed or unattended for a period of 90 days or longer will become property of Hays Academy of Hair Design.
7. If a student is found not complying with the school's rules and policies, the school may terminate the student.
8. The school reserves the right to make any changes in the above rules and regulations at any time, and all students will be notified of any changes immediately.

## **Employment Assistance**

Our school does not guarantee job placement. We do, however, aid our students in placement whenever possible. We receive inquiries from salons over a wide area and inform students of job opportunities, as they become available.

## **Access to Student Files**

The student, (or in case of a dependent minor student, the parent or guardian), has the right to see the student's cumulative file if the school receives a written request from the student to see the file. The file may be viewed in the office of the school during regular business hours with the administrator present. The student, parent, or guardian may remove no part of the student's cumulative file from the office.

### **Ability to Benefit**

As of April 1, 1992, our school no longer accepts Ability-to-Benefit students.

### **Expenses not Covered by Tuition**

Tuition covers all supplies and equipment needed except for the uniform, shoes, three-ring binder, padlock, paper and pens. Other expenses that may be incurred are supplies purchased by the student for personal use or to replace kit items that are destroyed or consumed. In addition, after completion of training, students are required to pay a state licensure and an exam fee.

### **Right to Privacy**

Each student is guaranteed the right to privacy as stated in the Privacy Act. The school will guard the student's privacy and no information will be given to any person or agency without the student's or parent/guardian of a dependent minor's written approval. The school does allow NACCAS, which is the school's accrediting agency, and any other governing agencies (Kansas Board of Cosmetology, United States Department of Education) access to student files. When a student transfers to another school, his/her records will be released to the school they are transferring to.

### **Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S.

Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents of eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;

- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. This notification is in the school's catalog which is posted on the school's website at all times.

For information on your Rights please visit:

[Family Educational Rights and Privacy Act \(FERPA\)](#)

<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

### **Record Retention Policy**

Hays Academy maintains records of the name, address, e-mail address, and telephone number of each student who is enrolled in an educational program at the school. The school maintains permanent records of the following for each student granted a certificate:

- The date on which the certificate was granted.
- The program and hours upon which the certificate was based.
- The grades earned by the student in each program

The school permanently maintains all student transcripts. Student transcripts shall show:

1. The educational programs that were completed, or were attempted but not completed, and the dates of completion or withdrawal;
2. The final grades or evaluations given to the student;
3. Credit for program hours earned at other institutions; and
4. Certificates awarded the student.

The school maintains, for a period of not less than six years, complete and accurate records of all of the following information:

- 1) The educational programs offered by the school and the curriculum for each.
- 2) The names and addresses of the members of the school's current faculty and records of the educational qualifications of each member of the current faculty.
- 3) Any other records required to be maintained by federal, state or accrediting authority.

## **Copyright Infringement**

Unauthorized distribution of copyrighted material, including peer-to-peer file sharing and the unauthorized use of Hays Academy of Hair Design's information technology systems, may result in civil and criminal liabilities and penalties under federal copyright laws.

### **Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws**

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

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees.

For details, see Title 17, United States Code, Sections 504, 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at <https://copyright.gov>.

## **Social Media Policy**

This policy provides guidance concerning the use of social media through the Hays Academy network, systems or equipment and/or the use of social media to represent or discuss matters related to school and/or members of the school community. This policy is intended to supplement, not replace, other policies of Hays Academy, which remain in full force and effect and apply to the use of or participation in social media. This policy applies to all use of social media by students, faculty and staff to represent or discuss matters concerning the school and/or members of the school community, whether or not such use involves the school's network or other computer resources.

### Definition of Social Media

"Social media" is a term used to describe tools and platforms that enable individuals to share ideas and content quickly and easily. Examples of popular social media include, without limitation, texting, blogs and propriety platforms such as Twitter, Facebook, Instagram, Snapchat, Tumblr, LinkedIn, YouTube, Vine and Flickr. This Policy applies to social media that is currently available or emerging as well as all other online tools and/or platforms that may become available after the adoption of this Policy by the school.

### Introduction

Within the last few years, the growing popularity of social media has fundamentally changed the way we communicate as individuals and as an institution. The school

recognizes and embraces the power of social media, and the opportunity those tools provide to communicate with the school community, including students, faculty, staff, parents, alumni, and other interested parties.

It is important to recognize, however, that laws and school policies governing inappropriate conduct such as sexual (or other) harassment, bullying, discrimination, defamation, infringement of copyright and trademark rights, and unauthorized disclosure of student records and other confidential and private information apply to communications by students, faculty and staff through social media. Even activities of a private nature conducted away from the school can subject you to disciplinary action if they reflect poorly on the school or interfere with the conduct of school business.

#### Usage Guidelines for Posting to Social Media Sites

- Be careful what you post. Consider the clarity, length and tone of your comments before posting them. You are responsible for what you post. Remember, your post may last forever, even if you later try to modify or remove it.
- Get the facts straight before posting them on social media. Review content for grammatical and spelling errors. This is especially important if posting on behalf of Hays Academy in any capacity.
- On personal sites, identify your views as your own. If you identify yourself as an Hays Academy student, faculty or staff member online, it should be clear that the views expressed are not necessarily those of the school.
- Sign your post with your real name and indicate your relationship to the school. Do not use pseudonyms or post anonymously.
- Respect the views of others, even if you disagree. Do not use profane, obscene, or threatening language.
- Be truthful, accurate and complete in describing the school's programs and services.
- Obey the Terms of Service of any social media site or platform in which you participate.
- Review the privacy settings of each social media site accessed or used to understand how the site uses the information that its users provide. Be careful about revealing excessive personal information.
- Whenever appropriate, link back to information posted on the Hays Academy website instead of duplicating content. For assistance please contact the Director.
- Whenever, as a member of the Hays Academy faculty, you utilize social media as a means of student participation in course work be sure to also provide a practical and appropriate alternative for students who may be unable or reluctant to utilize that social medium. For example, some students may not be comfortable with opening a Facebook account.

#### Prohibited Social Media Activity

To the full extent permitted by law, the following conduct is specifically prohibited while participating in social media, and constitutes a violation of this Policy. This applies with respect to posting to any Hays Academy social media site, communicating with members of the school community, or discussing the school on any site, even through your own

personal account or using your own device without using the school's network or equipment.

- Using social media to harass, threaten, insult, defame or bully another person or entity; to violate any school policy; or to engage in any unlawful act, including but not limited to gambling, identity theft or other types of fraud.
- Posting copyrighted content (such as text, video, graphics or sound files) without permission from the holder of the copyright. Information that is widely available to the public and posted on the Internet may be subject to copyright restrictions that prohibit unauthorized duplication or dissemination.
- Using the Hays Academy name, logo or trademarks for promotional announcements, advertising, product-related press releases or other commercial use, or to promote a product, cause, or political party or candidate.
- Disclosing confidential school information, non-public strategies, student records, or personal information concerning (past or present) members of the school community without proper authorization.
- Posting content in violation of applicable laws, including without limitation posting content that includes education records in violation of the Federal Education Records Protection Act (FERPA).
- Posting content that is false, misleading, obscene, defamatory, libelous, tortious, threatening, harassing, abusive, hateful, racially or ethnically disparaging, inflammatory, offensive, fraudulent, discriminatory, invasive of the privacy or publicity rights of other, or otherwise injurious, unlawful or illegal.
- Insulting, disparaging, disrespecting or defaming Hays Academy or members of the school community.

### Policy Violations

The school reserves the right, under circumstances it deems appropriate and subject to applicable laws and regulations, to impose disciplinary measures, up to and including dismissal from the school or termination of employment, upon students, faculty, or staff who use private social media sites or communications resources in violation of this Policy.

In appropriate cases, such conduct may also be reported to law enforcement authorities.

Note: In accordance with applicable laws and regulations, subject to other applicable school policies, this Policy does not prohibit employees from using social media to discuss among themselves, even in terms that may be critical of the school, matters relating to the terms and conditions of their employment

### **Voter Registration**

An individual may register to vote by going to a voter registration site to complete a form or by going online, downloading, completing and mailing the appropriate form at <http://www.kssos.org/forms/elections/voterregistration.pdf>. You also have the option of registering whenever you apply for or renew your driver's license or state-issued ID card. Voter registration forms are also available in school office.

## **Satisfactory Academic Progress Policy**

The Satisfactory Academic Progress Policy is consistently applied to all students enrolled at Hays Academy of Hair Design. It is printed in the catalog to ensure that all students receive a copy prior to enrollment. The policy complies with the guidelines established by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and the federal regulations established by the United States Department of Education.

### **Evaluation Periods**

Students are evaluated for Satisfactory Academic Progress as follows:

Cosmetology 450, 900, 1200 clock (scheduled) hours

Nail Technology 175 clock (scheduled) hours

\*Transfer Students- Midpoint of the contracted hours or the established evaluation periods, whichever comes first.

Evaluations will determine if the student has met the minimum requirements for satisfactory academic progress. The frequency of evaluations ensures that students have ample opportunity to meet both the attendance and academic progress requirements of at least one evaluation by midpoint in the course.

### **Attendance Progress Evaluations**

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

### **Maximum Time Frame**

The maximum time (which does not exceed 133.33% of the course length) allowed for students to complete each course at satisfactory academic progress is stated below:

<b>COURSE</b>	<b>MAXIMUM TIME ALLOWED</b>	
	<b>WEEKS</b>	<b>SCHEDULED HOURS</b>
Cosmetology (Full time, 32 hrs/wk) - 1500 Hours	63	2000
Nail Technology (Full time, 32 hrs/wk) – 350 Hours	15	466

The institution operates all programs according to a schedule of 900 hours per academic year of instruction.

The maximum time allowed for transfer students who need less than the full course determined based on 75% of the scheduled hours.



Students who have not completed the course within the maximum timeframe may continue as a student at the institution on a cash pay basis.

### **Academic Progress Evaluations**

The qualitative element used to determine academic progress is a system of theory and practical evaluation. Practical requirements are assigned monthly and weekly. Students will only be given credit for satisfactorily completing the required task. Any task unsatisfactorily completed or incomplete must be repeated. Students are given two comprehensive practical evaluations throughout the course program. The first evaluation will be performed at the completion of the basics training. The second evaluation will be performed within 100 hours of the completion of training. Students are also evaluated on theory knowledge. Evaluations are conducted at the completion of each unit. A final comprehensive exam is conducted at the completion of all units. Students must maintain a written grade average of 75% prior to graduation. Numerical grades are considered according to the following scale:

Excellent	100-93%
Very Good	92-85%
Satisfactory	84-75%
Unsatisfactory	74% & below

### **Determination of Progress Status**

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory academic progress until the next scheduled evaluation. Students deemed not maintaining Satisfactory Academic Progress may have their Title IV Funding interrupted, unless the student is on warning or has prevailed upon appeal resulting in a status of probation.

### **Warning**

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

### **Probation**

Students who fail to meet minimum requirements for attendance or academic progress after the financial aid warning period will be placed on financial aid probation and considered to be making satisfactory academic progress during the financial aid probationary period, if the student appeals the decision, and prevails upon appeal. Additionally, only students who have the ability to meet the Satisfactory Academic Progress Policy standards by the end of the evaluation period may be placed on financial aid probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making

Satisfactory Academic Progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the financial aid probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or by the academic plan, he/she will be determined as NOT making satisfactory academic progress and, if applicable, students will not be deemed eligible to receive Title IV funds.

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

Students may re-establish satisfactory academic progress and Title IV aid, as applicable, by meeting minimum attendance and academic requirements by the end of the financial aid probationary period.

### **Interruptions, Course Incompletes, Withdrawals**

If enrollment is temporarily interrupted for a Leave of Absence, the student will return to school in the same progress status as prior to the leave of absence. Hours elapsed during a leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence and will not be included in the student's cumulative attendance percentage calculation. Students who withdraw prior to completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal.

### **Appeal Procedure**

If a student is determined to not be making satisfactory academic progress, the student may appeal the determination within ten calendar days. Reasons for which students may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the school on the designated form with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve Satisfactory Academic Progress by the next evaluation point. Appeal documents will be reviewed and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

### **Noncredit, remedial courses, repetitions**

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

### **Transfer hours**

With regard to Satisfactory Academic Progress, a student's transfer hours will be counted as both attempted and earned hours for the purpose of determining when the allowable maximum time frame has been exhausted.

### **Access to results**

Students will be notified of any evaluation that impacts eligibility for financial aid. Students who's satisfactory academic progress are negatively impacted will also be notified immediately. All students have access to their SAP results upon request.

### **Leave of Absence**

This Policy applies for all student requests for a leave of absence from Hays Academy.

A leave of absence (LOA) is a temporary interruption in a student's program of study. A student may be granted a LOA for circumstances beyond the control of the student. All students requesting a LOA must do so in writing. LOAs may be approved for a minimum/maximum of 180 calendar days in a 12-month period. LOA requests must be approved by Education Director. Students will be notified of approval or denial for the written request of a leave of absence. A student who takes an unapproved leave of absence or fails to return to the school at the end of an approved leave of absence, is terminated.

### **Procedure:**

1. A student encounters circumstances that warrant a leave of absence. The student obtains a Request for a Leave of Absence form from the Education Director.
  - (a) Requests for LOA must be submitted prior to the start date of LOA. The written request from student must include the reason for request, student signature and date.
  - (b) All requests for LOA should be accompanied by documentation supporting the necessity for LOA within 14 days following the request.
    - i. Verification of need for a LOA may be provided through a multitude of sources. Examples: court documentation for criminal proceeding in which the student is court ordered to attend, military orders for induction or long-term deployment; insurance documentation of major sustained damage to residence or other property; physician documentation for medical care or disability; local social welfare, victims assistance group, or church certification of support services provided.
    - ii. Hays Academy reserves the right to require additional documentation from outside sources in order to substantiate a LOA request.
  - (c) A student must apply in advance for a LOA unless unforeseen circumstances prevent the student from doing so. For example, if a student were injured in a car accident and needed a few weeks to recover before returning to school, the student would not have been able to request the LOA in advance.
  - (d) Hays Academy may grant a LOA to a student who did not provide the request prior to the LOA due to unforeseen circumstances if the school documents the reason for its decision and collects the request from the student at a later date. In this example, the beginning date of the approved LOA would be determined by the school to be the first date the student was unable to attend because of the accident.

- i. Students with unavoidable circumstances should contact the Education Director as soon as possible or ask a family member/friend to do so.
- 2. As a condition for approving a student's LOA request, there must be a reasonable expectation that the student will return from the LOA.
- 3. Students who do not follow procedure will not be granted a LOA and are expected to attend school as usual.
- 4. All LOA requests are subject to approval by the Education Director in accordance with school policy. Students are notified in writing whether the LOA has been approved or denied.
  - (a) If denied, students are expected to attend their normal schedule.
    - i. Should a student not attend as scheduled, the Education Director will monitor attendance policy for unofficial withdrawal and refund policies.
  - (b) If approved, the student, legal guardian (if applicable), and Education Director will sign and date an enrollment agreement addendum outlining LOA dates, expected date of return, new contract end date, as well as impacts of not returning from LOA.
    - i. Hays Academy shall extend the student's maximum time frame and the contract end date by the same number of days taken in the LOA.
    - ii. A student on an approved LOA that meets approval criteria is not considered to have withdrawn, and no refund calculation is required at that time.
    - iii. Failing to return to school at the expiration of the approved LOA will result in automatic termination. The withdrawal date for purposes of refund calculations is the student's last date in attendance as evidenced by attendance records.
      - 1. Should a student receiving Direct Loans or other applicable private loans not return from LOA, the six-month grace period will begin on the student's last day in attendance, regardless of when the decision to terminate is made.
- 5. The number of days in approved LOA, when added to all other approved LOAs, cannot exceed 180 days in any 12-month period.
  - (a) The start date of LOA is day one for purposes of 180 days within 12-month maximum.
- 6. Hays Academy shall not assess the student any additional institutional charges.
- 7. All requests to make changes to dates of LOA must be submitted in writing and approved by the Education Director prior to the expiration of the LOA. The student and Education Director will each initial and date changes made to the LOA enrollment agreement addendum referenced in section 4.(b) of this policy.

### **Enrollment Date and Holidays**

2021 Enrollment Dates:

February 16th, May 25th, August 17th, October 26th

**The school observes the following holidays:**

New Year's Day	Labor Day
Easter	Thanksgiving
Fourth of July	Christmas

**School Closures**

Christmas & New Years Break 12/22-1/1/21  
Good Friday 4/2/21  
Summer Break 7/6-7/9/21      Fall Break 10/1/21  
Thanksgiving Break 11/23-11/26/21  
Christmas & New Years Break 12/21-12/31/22

**Facilities and Equipment (Hays Location)**

*Building:* Our building is conveniently located at 1214 East 27<sup>th</sup> Street, Hays, Kansas, and basically consists of two theory classrooms, two basic classrooms, one practical room, two facial rooms, nail and pedicure room, student lounge, large clinic floor area, and offices. With 10,600 square feet of space, our facilities more than meet the requirements set forth by the State of Kansas.

*Theory:* The theory classrooms are equipped with adequate student seating, dry erase board, overhead projector, and other teaching aids.

*Practical:* The practical classroom has accommodations for approximately 50 students using wall-hung center mounted mannequin tables. There are approximately 150 mannequins for practical training.

*Facial:* The facial rooms are equipped with a facial table, one hot towel cabinet, and professional products to perform services.

*Lockers:* There are 92 single student lockers available to the students to keep their personal belongings. The students are required to have a padlock or combination lock on their lockers.

*Library:* Library materials are available to the students for use during regular class hours or to be checked out on a time-limited basis.

*Clinic:* The clinic floor consists of a large open area with 30 permanent working stations. In this area, the student works under the direct supervision of instructors who check all phases of the service being performed.

**Facilities and Equipment (Salina Location)**

*Building:* Our building is conveniently located at 115 S 5<sup>th</sup> St, Salina, Kansas, and basically consists of a theory classroom, a basic classroom, one practical room, a facial room, nail and pedicure room, student lounge, large clinic floor area, and offices. With 7,500 square feet of space, our facilities more than meet the requirements set forth by the State of Kansas.

*Theory:* The theory classroom is equipped with adequate student seating, dry erase board, overhead projector, and other teaching aids.

*Practical:* The practical classroom has accommodations for approximately 50 students using wall-hung center mounted mannequin tables. There are approximately 150 mannequins for practical training.

*Facial:* The facial room is equipped with 3 facial tables, one hot towel cabinet, and professional products to perform services.

*Lockers:* There are 80 single student lockers available to the students to keep their personal belongings. The students are required to have a padlock or combination lock on their lockers.

*Library:* Library materials are available to the students for use during regular class hours or to be checked out on a time-limited basis.

*Clinic:* The clinic floor consists of a large open area with 22 permanent working stations. In this area, the student works under the direct supervision of instructors who check all phases of the service being performed.

### **Advising Services**

Advising is available to all. Individual advising is available as the need arises as seen by the school or as requested by the student.

### **U.S. Department of Labor**

The U.S. Department of Labor provides current (2019) job information at <http://www.careerinfonet.org>. This website includes information by job position to include state & national wages, occupation profiles/descriptions, state & national trends, knowledge, skills, and abilities needed for each position.

### **The Cosmetology Profession**

Cosmetology is a profession with ever-changing physical demands and safety requirements. In order that the student be informed and kept up-to-date, the school also maintains Material Safety Data Sheets on products used.

### **Physical Demands**

- Standing for long periods of time
- Leaning over shampoo bowl in awkward position
- Arms in upraised position for extended periods of time
- Lifting children and older or disabled adults (not often done)
- Dealing with the public on a daily basis

### **Safety Requirements**

- Protect against using sprays and chemicals that contain airborne contaminants causing allergies

- Wear gloves when dealing with chemicals or exposing hands to water for long periods of time
- Protect against dealing with people who have contagious illnesses
- Use caution when using electrical appliances to avoid electrical shock
- Use caution when using sharp implements to avoid cutting either yourself or the client

### **Section 504/Americans with Disabilities Act Policy**

Hays Academy (the School) does not discriminate in admission or access to our programs on the basis of age, race, color, sex, disability, religion, sexual orientation, gender identity, financial status, veteran status or national origin.

If you would like to request academic adjustment or auxiliary aids, please contact the School's Section 504 Compliance Coordinator, Len Melvin. You may contact Mr. Melvin at 1214 E. 27<sup>th</sup> Street, Hays, Kansas 67601, Phone: 785-628-6624, Email: len@haysacademy.com. You may request academic adjustments or auxiliary aids at any time.

Applicants who are persons with disabilities, as defined in paragraph 104.3(j)(1)(i) of the regulation under Section 504 of the Rehabilitation Act of 1973, may apply for admittance into the program. The School will work with the applicant or student to provide necessary academic adjustments and auxiliary aids and services unless a particular adjustment would alter or waive essential academic requirements; fundamentally alter the nature of a service, program or activity; or result in undue financial or administrative burdens considering the School's resources as a whole.

Any qualified individual with a disability requesting an accommodation or auxiliary aid or service should follow this procedure:

1) Notify Mr. Melvin, the School's Section 504 Compliance Coordinator, of the type of accommodation needed, date needed, documentation of the nature and extent of the disability, and of the need for the accommodation or auxiliary aid. Requests should be submitted in writing unless you cannot provide the request in writing, in which case the School would accept a verbal request. You may contact Mr. Melvin at 1214 E. 27<sup>th</sup> Street, Hays, Kansas 67601, Phone: 785-628-6624, Email: len@haysacademy.com.

2) Mr. Melvin will schedule a time to meet with you after receiving your request for accommodation. The purpose of this meeting is to help ensure that the School is obtaining adequate information and understanding of your individual needs.

3) Mr. Melvin will review the request and provide you with a written determination as soon as practically possible but in no event more than two weeks after receiving the request.

4) If you would like to request reconsideration of the decision regarding your request, please contact Ms. Summer Melvin, Owner & Financial Aid Director of Hays Academy, within 15 days of the date of the response. Please provide a statement of why and how

you think the response should be modified. Statements may be submitted to the Ms. Melvin by email at [summer@haysacademy.com](mailto:summer@haysacademy.com), or by mail to Ms. Summer Melvin, 1214 E. 27<sup>th</sup> Street, Hays, Kansas 67601, Phone: 785-628-6624.

### **Discrimination Grievance Procedure**

Hays Academy has adopted the following Grievance Procedure for addressing complaints of discrimination under Section 504 of the Rehabilitation Act of 1973. A person is not required to use this procedure and may instead file a complaint directly with the U.S. Department of Education's Office for Civil Rights, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, Telephone: (816) 268-0550, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

Step 1: A person who believes that he/she has been discriminated against by the School is encouraged, but is not required, to discuss the matter informally with the Section 504 Coordinator, Mr. Len Melvin at 1214 E. 27<sup>th</sup> Street, Hays, Kansas 67601, Phone: 785-628-6624, Email: [len@haysacademy.com](mailto:len@haysacademy.com). If the 504 Coordinator is the subject of the complaint, the grievant may, instead, contact the School's Owner, who will appoint another administrator to discuss the matter. The person receiving the complaint shall verbally convey his/her findings to both the person who alleged the violation and the person who is the subject of the complaint within 10 business days.

Step 2: If the informal Step 1 process does not resolve the matter, or if the grievant does not wish to use the informal procedures set forth in Step 1, a written complaint may be submitted to the School's Section 504 Coordinator who will investigate the complaint. [NOTE: if the Section 504 Coordinator is the subject of the complaint, the complaint should be submitted to the School's Owner who will appoint another administrator to conduct the investigation]. The complaint shall be signed by the grievant and include 1) the grievant's name and contact information; 2) the facts of the incident or action complained about; 3) the date of the incident or action giving rise to the complaint; 4) the type of discrimination alleged to have occurred; and 5) the specific relief sought. Names of witnesses and other evidence as deemed appropriate by the grievant may also be submitted. An investigation of the complaint will be conducted within 10 business days following the submission of the written complaint. The investigation shall include an interview of the parties and witnesses, a review of the relevant evidence, and any other steps necessary to ensure a prompt and thorough investigation of the complaint. A written disposition of the complaint shall be issued within 10 business days of completion of the investigation, unless a specific written extension of time is provided to the parties. Copies of the disposition will be given to both the grievant and the person who is the subject of the complaint. If discrimination or harassment was found to have occurred, the disposition will include the steps that the School will take to prevent recurrence of any discrimination or harassment and to correct its discriminatory effects on the grievant and others, if appropriate.

Step 3: If the grievant wishes to appeal the decision in Step 2 above, he/she may submit a signed, written appeal to the School's Owner within 10 business days after receipt of the written disposition. The Owner or her designee shall respond to the complaint, in writing,



within 10 business days of the date of the appeal. Copies of the response shall be provided to both the grievant and the person who is the subject of the complaint.

The School hereby provides assurance that it strictly prohibits any form of retaliation against persons who utilize this Grievance Procedure. If you have questions regarding these procedures or desire to file a complaint, please contact the School's Section 504 Coordinator: Mr. Len Melvin at 1214 E. 27<sup>th</sup> Street, Hays, Kansas 67601, Phone: 785-628-6624, Email: len@haysacademy.com.

### **Completion, Employment and Licensure Rates**

The official Completion, Placement and Licensure Rates for the 2019 NACCAS Annual Report for Hays Academy of Hair Design are as follows:

#### **Overall (All Programs, All Campuses)**

Graduation: 76.29%  
Placement: 81.08%  
Licensure: 90.14%

#### **Hays Campus**

##### **All Programs**

Graduation: 75.00%  
Placement: 83.33%  
Licensure: 94.87%

##### **Cosmetology**

Graduation: 74.55%  
Placement: 82.93%  
Licensure: 94.74%

##### **Nail Technology**

Graduation: 100%  
Placement: 100%  
Licensure: 100%

#### **Salina Campus**

##### **All Programs**

Graduation: 78.05%  
Placement: 78.13%  
Licensure: 84.38%

##### **Cosmetology**

Graduation: 75.68%  
Placement: 75.00%  
Licensure: 82.14%

##### **Nail Technology**

Graduation: 100%  
Placement: 100%  
Licensure: 100%

### **Internal Complaint Procedure**

1. The Internal School Complaint Policy is distributed in the Hays Academy Catalog.
2. A student, teacher, or interested party may file a complaint against the school; however, the complaint should be in writing to the school owner/director and should outline the allegation or nature of the complaint.
3. A school representative will meet with the complainant (within ten days of receipt of the written complaint). If after careful evaluation, the problem cannot be resolved through discussion, the complaint will be referred to the school's complaint committee. The school will document the meeting between the school representative and complainant in writing. The complainant will be provided a copy of this written record at the time of the meeting.

4. The complaint committee is comprised of the school owners, all instructors, and members of the student council.
5. The institution's complaint committee will meet within 21 calendar days of receipt of the complaint and review the allegations.
6. If more information from the complainant is needed, a letter will be written outlining the additional information.
7. If no further information is needed the complaint committee will act on the allegations and a letter will be sent to the complainant within 15 calendar days stating the steps taken to correct the problem, or the information to show that the allegations were not warranted or based on fact.
8. If the complainant wishes to pursue the matter further, a complaint form is available through the following agencies:
9. All written records of all complaints will be filed through two complete accreditation cycles.
10. It is the mutual goal of the Kansas Board of Regents and its certified institutions to provide quality educational training and programs. When problems arise, students should make every attempt to find a fair and reasonable solution by working with their institution to resolve the issues. If the complainant wishes to pursue the matter further, a complaint form is available through the Kansas Board of Regents. The complaint procedure and form are located at the following website:

[http://www.kansasregents.org/academic\\_affairs/private\\_out\\_of\\_state/complaint\\_process](http://www.kansasregents.org/academic_affairs/private_out_of_state/complaint_process).

Kansas Board of Regents  
1000 SW Jackson St., Ste 520  
Topeka, KS 66612  
(785) 430-4240

## **HAYS ACADEMY OF HAIR DESIGN**

### **NOTICE OF ARBITRATION AGREEMENT & CLASS ACTION WAIVER**

As a condition for enrollment in Hays Academy of Hair Design (the “School”), students enter into an agreement which provides that all disputes between a student and School will be resolved by binding arbitration.

Students thus give up their right to go to court to assert or defend their rights under their enrollment agreement (except for matters that may be taken to small claims court).

\* A student’s rights will be determined by a neutral arbitrator and not a judge or jury.

\* Students are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court.

\* Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.

As a further condition for enrollment, students also agree that any dispute or claim that they may bring will be brought solely in the student’s individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action.

Notwithstanding the student’s agreement to resolve any disputes with the School by binding arbitration:

- The School does not require a Federal student loan borrower to participate in arbitration or any internal dispute resolution process offered by the institution prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 CFR § 685.206(e);
- The School does not, in any way, require students to limit, relinquish, or waive their ability to pursue filing a borrower defense claim, pursuant to 34 CFR § 685.206(e) at any time; and
- Any arbitration required by the pre-dispute arbitration agreement with the School tolls the limitations period for filing a borrower defense to repayment application pursuant to 34 CFR § 685.206(e)(6)(ii).

Binding arbitration with the School will be conducted by the American Arbitration Association (the “AAA”), under its Consumer Arbitration Rules.

You may begin the arbitration process by getting together the following documents:

- Notice of Arbitration and/or a Statement of Claim explaining the nature of the dispute and the relief requested
- The arbitration agreement that refers to the AAA
- Any supporting documents or exhibits
- Appropriate filing fee

When you have all the above documents ready, you can file your case in any one of the following ways:

- Online: <https://apps.adr.org/webfile>
- Email box: [casefiling@adr.org](mailto:casefiling@adr.org)

- Facsimile: 1 877-304-8457 or +1 212-484-4178 (fax number outside the US)
- Mail: American Arbitration Association—Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, USA

More information about the AAA arbitration process and the AAA Consumer Arbitration Rules can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879.

For more information about the School's arbitration process please contact:

Len Melvin  
1214 E. 27<sup>th</sup> Street  
Hays, Kansas 67601  
Phone: 785-628-6624  
Email: [len@haysacademy.com](mailto:len@haysacademy.com)

### **Veterans Educational Benefits**

The programs at Hays Academy of Hair Design are approved by the Kansas State Approving Agency for use of the GI Bill. For more information on veterans benefits, please see your Admissions Representative.

Hays Academy will not impose any penalty, including the assessment of late fees, the denial of access to classes, libraries or other institutional facilities, or the requirement that a Chapter 31 or Chapter 33 recipient borrow additional funds to cover the individuals inability to meet his or her financial obligations to the institution due to the delayed disbursement of a payment by the U.S. Department of Veterans Affairs.

### **Reporting of Crimes & Annual Security Reports**

Campus safety and security are important issues at Hays Academy of Hair Design. Our goal is to provide students with a safe environment in which to learn and to keep students, parents, and employees well informed about campus security. The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, or Clery Act, requires institutions of higher education to record and report certain information about campus safety, including the number of incidents of certain crimes on or near campus, some of which constitute sexual harassment under this Policy.

Each year the School prepares an annual security report to comply with the Clery Act. The full text of this report can be located on the School's web site at [www.haysacademy.edu](http://www.haysacademy.edu). This report is prepared in cooperation with the local law enforcement agencies around our campus. Each year notification is made to all enrolled students and employees that provides the web site to access this report. Copies of the report may also be obtained in person from the Education Director or by phone at 785-628-6624 (Hays Campus) or 785-833-2280 (Salina Campus). All prospective employees may also obtain a copy from the Education Director.

As a student in our school, you will learn many of the techniques and styles being used in salons today. We will teach you the many phases of cosmetology including hair dressing, hair cutting, permanent waving, facials, makeup, manicuring, artificial nails, nail wrapping, hair tinting, hair bleaching, special color effects, eyebrow and lash tinting, sanitation procedures, shampooing, cosmetic chemistry, anatomy, scalp treatments, minor salon repairs, taxes, job interviewing, and law and related subjects. After completing the course and passing the State Board examination, you will receive your license to practice Cosmetology or Nail Technology in the State of Kansas.

### **You've Come a Long Way...**

...But you can go a lot further. Cosmetology is a promising profession for any man or woman, married or single. The single person as a cosmetologist many times finds the opportunity to travel. Anywhere you find a need for beauty, you'll find a cosmetologist. Those that are married, can find an ideal profession in cosmetology. More than half of all hairdressers are married. The frequent demand for part-time workers in salons makes this field ideal for those who may be able to devote only part of their time to working outside the home. A homemaker, as a cosmetologist, may be able to take a part time job to earn extra funds for the family, and have sufficient time left for homemaking responsibilities.

...If you have an artistic sense and a real interest in beauty culture, cosmetology could be the profession for you. Women and men find many opportunities for advancement in the field of cosmetology. For the most part, hairdressers favor such high paying specialties as hair cutting, hair styling, chemical work, skin care and makeup. Opportunities also may be found in such management jobs as supervisor, manager, or owner of one or more beauty salons or schools. The profession is yours, the opportunity is there, why not make use of it?

**Cosmetology Advancement Foundation  
National Industry Skill Standards**

**Twenty Performance Guidelines**

**Entry-level Cosmetologists must:**

1. Consult with clients to determine their needs and preferences as they relate to cosmetology services.
2. Conduct service in a safe environment and take measures to prevent the spread of infectious and contagious diseases.
3. Interact with co-workers effectively and work as part of a team.
4. Manage their time effectively to provide efficient client service.
5. Take necessary steps to develop and retain clients.
6. Market professional salon products effectively.
7. Maintain business records on client development, income, and expenses.
8. Use a variety of salon products safely while providing client services.
9. Manage product supplies efficiently for salon use and retail sales.
10. Provide basic manicure and pedicure services.
11. Provide basic skin care services.
12. Apply cosmetics appropriately to enhance a client's appearance.
13. Provide a haircut in accordance with a client's needs or expectations.
14. Provide styling and finishing techniques to complete a hairstyle to the satisfaction of the client.
15. Conduct a color service in accordance with a client's needs or expectations.
16. Perform hair relaxation and wave formation techniques in accordance with the manufactures' directions.
17. Provide non-surgical hair additions.
18. Perform hair removal services.
19. Participate in life-long learning to stay current with trends, technology, and techniques pertaining to the cosmetology industry.
20. Use appropriate methods to insure personal health and well-being.

**Notice of Non-Discrimination  
&  
Sexual Harassment Policies and Grievance Procedures**

**I. Policy**

It is the policy of Hays Academy of Hair Design (the “School”) to maintain an environment for students, faculty, administrators, staff, and visitors that is free of all forms of discrimination and harassment, including sexual harassment. The School has enacted the Sexual Harassment Policies & Grievance Procedures (the “Policy”) to reflect and maintain its institutional values, to provide for fair and equitable procedures for determining when this Policy has been violated, and to provide recourse for individuals and the community in response to violations of this Policy.

The Policy can be found at the School’s website at [www.haysacademy.edu](http://www.haysacademy.edu) or obtained in person from the Title IX Coordinator (see below).

The School does not discriminate on the basis of sex in its educational, extracurricular, or other programs or in the context of employment. Sex discrimination is prohibited by Title IX of the Education Amendments of 1972, a federal law that provides:

*No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.*

This Policy prohibits all forms of sex discrimination, harassment, and misconduct, including sexual assault, domestic violence, dating violence, and stalking. The requirement not to discriminate in the School’s education programs or activities extends to admission. This Policy also prohibits retaliation against a person who has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy. Inquiries about the application of Title IX may be referred to the School’s Title IX coordinator, the U.S. Department of Education Office for Civil Rights, or both.

The School also prohibits other forms of discrimination and harassment, including discrimination and harassment on the basis of race, color, national origin, disability, or age in its programs and activities. The following persons have been designated to handle inquiries regarding the non-discrimination policies, including Title IX:

**Hays Campus:**  
Len Melvin  
1214 E. 27<sup>th</sup> Street  
Hays, Kansas 67601  
Phone: 785-628-6624  
Email: [len@haysacademy.com](mailto:len@haysacademy.com)

**Salina Campus:**  
Brooke Martens  
115 S. 5<sup>th</sup> Street  
Salina, Kansas 67401  
Phone: 785-833-2280  
Email: [brooke@haysacademy.com](mailto:brooke@haysacademy.com)

Inquiries or complaints concerning the School's compliance with Title IX or other federal civil rights laws may be referred to the U.S. Department of Education's Office for Civil Rights.

Office for Civil Rights  
U.S. Department of Education  
One Petticoat Lane  
1010 Walnut Street, Suite 320  
Kansas City, MO 64106  
Telephone: (816) 268-0550  
Facsimile: (816) 268-0559  
Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

Hays Academy of Hair Design desires to create and sustain an anti-discriminatory environment and will not tolerate discrimination of any kind. The School will achieve this through education, orientation, and training for all students, staff, and faculty for the purpose of creating awareness of both the issues surrounding discrimination as well as accountability, sensitivity training, and anti-discrimination training in their classrooms, at least once while the student is in school.

## **II. Sexual Harassment Grievance Procedure**

Reports of sexual harassment should be made to the School's Title IX Coordinator or a designated School official. As set forth in the Policy, the School's designated School officials are the Owners and the Education Director. The School will respond promptly when it has actual knowledge of sexual harassment in its education programs or activities. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

The School will investigate all formal complaints of sexual harassment. A formal complaint must be in writing, filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent, and request that the School investigate the allegation of sexual harassment. A formal complaint form may be obtained from the Title IX Coordinator, although no particular form is required to submit a formal complaint so long as the complaint is in writing, signed by a complainant, alleges sexual harassment against a respondent, and requests an investigation. The School's Title IX Coordinator oversees the School's investigation, response to, and resolution of all reports of prohibited sexual harassment, and of related retaliation, involving students, faculty, and staff.

If all parties voluntarily agree to participate in an informal resolution that does not involve a full investigation and adjudication after receiving notice of a formal complaint and if the School determines that the particular formal complaint is appropriate for such a process, the School will facilitate an informal resolution to assist the parties in reaching a



voluntary resolution. The School retains the discretion to determine which cases are appropriate for voluntary resolution.

The School will convene a hearing panel following the end of an investigation. The hearing panel determines whether the respondent is responsible or not responsible for a violation of the Policy. If the respondent is determined to be responsible, the hearing panel's written determination will include any disciplinary sanctions the School imposes on the respondent. The Policy provides that the parties have the right to appeal the hearing panel's determination under certain circumstances.