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# LOUISIANA ACADEMY OF BEAUTY

ESTABLISHED IN 1985

**REVISED BY: CRYSTAL BIHM** 

# ORIGINAL DATE: DECEMBER 1992 REVISED: 10/25/2024 EFFECT: 09/01/2021

550 EAST LAUREL AVENUE EUNICE, LOUISIANA 70535 (337) 457-7627

At Louisiana Academy of Beauty, we enjoy making people beautiful, and we love teaching others how to do so. Cosmetology is a marvelous career, full of rewards and satisfaction. We would be pleased to help you get started on the pathway in this fascinating field.

The staff of Louisiana Academy of Beauty

# Administrative Officials

# **Organization Chart**

Jennifer Cobb-Reed Accounts Payable/Receivable

Administrative Staff & Faculty

Crystal Bihm School & Financial Aid Administrator

Brandy Alleman Instructor Candace Lapoint Instructor

# Foreword

Louisiana Academy of Beauty is one of a growing group of Cosmetology Schools, which can offer you the future graduate the aid and assistance to find your place in the fabulous Cosmetology world. The schools participate in many local, state, and national organizations to provide you with a quality education that will help you to fulfill your ambitions.

# Mission Statement Of Louisiana Academy Of Beauty

The Louisiana Academy of Beauty is a clean spacious facility that is well equipped with modern training aids and strives to reach and maintain the highest standards in fulfilling the following goals and objectives:

- To provide a course of instruction that will equip and prepare our students to meet all the requirements necessary to graduate in the field of Cosmetology Arts & Sciences and/or related and/or unrelated fields.
- To provide them with the proper training and expertise needed in their careers, and to assist each student to realize their own potential.
- To stress professionalism and to prepare them for examination and licensure by the State Board of Cosmetology.
- Provide and review current and new teaching methods, materials, and techniques at least annually so that the techniques used in our daily instructions will be the most modern available.
- To measure and periodically evaluate with standards and teacher made tests, the level of proficiency of each student in each area contained in the curriculum.
- Strive continuously to improve the operation and keep constantly abreast with the ever-changing field of Cosmetology.

#### Introduction

All institutions participating in federal financial aid programs are required to notify enrolled and prospective students and current/prospective employees regarding available consumer information. This document provides information on the required consumer disclosures.

# **Licenses Approvals-Accreditations-Memberships**

The Institution is accredited by the National Accrediting Commission of Career Arts & Science (NACCAS) located at 3015 Colvin Street, Alexandria, VA 22314 Phone 703-600-7600. NACCAS is an accrediting body that is recognized by the United State Department of Education. NACCAS standards are designed to foster institutional improvement and measure the quality of the education delivered to our students.

Accreditation and License approval information is available for review upon request to the Administrator or President.

Accredited by the BBB with A+ rating.

Licensed by the Louisiana State Board of Cosmetology 11622 Sunbelt Court Phone# 225-756-3404 Baton Rouge, LA 70893

Member of Louisiana Cosmetology School Association

Member of the National Cosmetology Association School of America Member of

American Association of Cosmetology School

Member of the Eunice Chamber of Commerce

Approved by the Louisiana Department of Vocational Rehabilitation

Approved by Veteran's Administration

Approved by the Bureau of Indian Affairs

This school is approved by the U.S. Department of Education to offer Title IV student financial assistance programs to eligible students enrolled in eligible programs at the Institution.

## **School Facilities**

The school occupies a building with approximately 3,775 total square feet of floor space divided into 1 office, 2 classrooms, clinic area, reception area, vending area, library, manicuring and dispensary areas, ladies and men's restroom facilities. The theory classroom consists of visual aids such as charts, films, video tapes, overhead projector, and chalkboard, to aid the students in learning the theory of their course of training. The work on patrons and manikins is under the direct supervision of an instructor. Wheel chair parking and restroom facilities are handicapped accessible. Adequate student and customer parking are available. A new building has been added for office space, file room and conference room. The addition is 728 square feet, and is located behind the main building. The school is located in a rural setting and is close to the transportation routes. The Louisiana Academy of Beauty has no institutional housing; however, assistance in housing is available in the office.

# Services And Facilities Available To Students With Disabilities

All facilities are handicapped accessible. Students in need of reasonable accommodations in accordance with the Americans with Disabilities Act should contact the admissions office and present the appropriate documentation. The Institution will make every effort to reasonably accommodate students with specials needs.

We do not formally assess students for determination of disabilities. Enrolling students who need an accommodation during his/her attendance must notify the admissions office at the time of enrollment requesting specific accommodation. The student must provide a written notice with supporting documentation, such as Individual Education Program from the student's high school, physician's diagnosis of disabilities, etc. The same documentation will need to be provided to the Louisiana State Board of Cosmetology when applying for licensure exam testing to allow for appropriate accommodations. All students are required to meet the same academic standards for course completion and licensure.

#### **Use of Animals for Accommodation**

It is the policy of Louisiana Academy of Beauty to provide equal access and reasonable accommodation for individuals with disabilities to participate in any program, service, or opportunity provided by the campus; and to comply with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act as amended by the ADA Amendments Act of 2008 (ADAAA), and other applicable federal and state regulations that prohibit discrimination on the basis of disability. Under the Fair Housing Act, persons with disabilities may request a reasonable accommodation of an assistance animal, including an emotional support animal in housing when its use is necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. With respect to a request for an assistance or emotional support animal, Louisiana Academy of Beauty will determine, on a case-bycase basis, whether such an animal is a reasonable accommodation on campus.

For review of full policy and requirements and any questions regarding service and emotional support animals should be directed to the Business Office, by phone at (337) 457-9480, or by email at Lahair2@bellsouth.net.

## **Conflicting Disabilities**

Students, who have allergic reactions to service dogs and/or emotional support animals (ESAs) that are substantial enough to qualify as a disability, must follow procedures to document a medical/physical disability and request specific accommodations related to such disability-related needs. We will consider disability-related needs of all parties involved, and explore reasonable accommodations and seek resolution as efficiently and expeditiously as possible.

#### **Vaccinations**

There are no specific vaccination requirements.

## **International Students**

The institution is not authorized under federal law to enroll non-immigrant foreign students.

## **Transfer Of Academic Credit**

The programs at the Institution are oriented toward preparing students for the cosmetology profession. Transferability of clock hours is always determined by the receiving institution. If a student would like to request the transfer of clock hours for courses taken at another institution, the request must be made in writing to the office manager. The student must request that the other institution provide an official transcript. In order for clock hours to transfer, the student must have received a C or higher or 75 percent or higher in the course. The course must be similar in clock hours and content to courses required by the program in order to be transferred into a program.

Unless a student receives written assurance from another institution that the student's coursework taken at the Institution will transfer, the student should assume that any clock hours earned while attending the Institution cannot be transferred.

# **Admission Requirements**

The institution encourages the applications of qualified students regardless of race, sex, color, religion or national origin.

## **Cosmetology Program**

Applicants who are applying for the cosmetology program must:

- 1. Possess a
  - a. State of Louisiana High School diploma,
  - b. Homeschool diploma. Must also have approval letter from the Louisiana Department of Education for corresponding graduation year, a signed student consent form and birth certificate to verify the diploma is recognized as a Louisiana high school equivalent and carry the same privileges as one issued by a state approved private school according to LA R.S. 17:236.1(G)
  - c. Out of State High School diploma or GED. Must also have a certification of authenticity from that state's Secretary of State Office.
    \*Note: The State Secretary's Office must be able to certify that the diploma is authentic and that the school listed on the diploma is legitimate.
  - d. General Equivalency Diploma (GED) or (HISET)
  - e. Foreign High School that is equivalent to a U.S. issued diploma. High school diplomas in languages other than English must be translated to
  - f. English and must be confirmed as academically equivalent to a United States issued high school diploma by an outside agency. It must be translated using one of the following NACES members: http://www.lsbc.louisiana.gov/pdfs/ForeignEducation.pdf
  - 2. Must be at least 16 years of age.
  - 3. A Parent or Guardian signature is required for applicants under 18 years of age.

Applicants must provide the following:

- 1. Four small pictures (not less than 2x2 inches).
- 2. The original Proof of Education Documents as indicated above.
- 3. Driver's license and Social Security Card.

## **Cosmetology Instructor Program**

Admission Requirements:

- 1. Possess a current cosmetology license.
- 2. Have a high school diploma or GED equivalent as stated in Admissions Policy above.
- 3. Have been actively engaged in the practice of cosmetology for at least twelve months prior to beginning the instructor's course

## Applicant must provide:

- 1. 4 small pictures
- 2. Proof of Education as indicated above in admissions policy.
- 3. Cosmetology License
- 4. Copy of Driver's license and social security card.

# **Re-Entry Policy**

Students may discontinue their training either temporarily or permanently. If a student discontinues for a period longer than six (6) months, the school reserves the right to re- evaluate the student, should the student desire re-admission. Readmitted students are charged the same as the transfer student for their tuition, books and equipment.

We accept transfer students at our school with credit from a licensed school in accordance with R.S. 37:502, tuition charges to transfer students, equipment and book charges are pro-rated as to the student need, the balance of hours, and training required towards successful completion of the course. A registration fee of \$125.00, will be charged. In-state transfer students are allowed one transfer by State Board, at no re- charge of State Board fees.

Students must obtain a transcript from the previous school showing level of accomplishment as well as record of attendance. An evaluation test will be given by our staff to determine the level of accomplishment. The student must schedule an evaluation with an instructor prior to enrollment. This evaluation will determine how many transfer hours we will be accepted.

All grades and hours credited are recorded and kept on file. All hours credited are forwarded to the Louisiana State Board of Cosmetology.

# **Ability To Benefit Policy**

The Federal Consolidated Appropriations Act 2012, Public Law 112-74 amended HEA section 484(d) to eliminate Federal student aid eligibility for students without a "certificate of graduation from a school providing secondary education or the recognized equivalent of such a certificate."

Therefore, students who do not have a high school diploma or a recognized equivalent (G.E.D.) or who first enroll in a program of study on or after July 1, 2012, will not be eligible to receive Title IV student aid. Students will qualify for Title IV

student aid under one of the ability-to-benefit (ATB) alternatives if the student was enrolled in a Title IV eligible program prior to July 1, 2012.

Louisiana State Board of Cosmetology will no longer accept Ability to Benefit (ATB) as acceptable education for enrollment; therefore, Louisiana Academy of Beauty cannot accept Ability to Benefit (ATB).

## **Statement Of Non-Discrimination**

The school, in its admissions, instructions, and graduation policies, practices no discrimination on the basis of sex, age, race, color, creed, religion, financial status, or country or area of origin (ethnic origin) or residence.

#### Code Of Ethics

Louisiana Academy Of Beauty:

- Has as its principal objective the training of qualified cosmetologist and teacher trainees, to render the best possible service to patrons.
- Strives continuously to improve its operation in order to keep abreast with the ever-changing developments and new techniques in cosmetology.
- Observes all rules and regulations issued by the Louisiana State Board of Cosmetology, Louisiana State Department of Education, and Louisiana Department of Health, U.S. Department of Education.
- Encourages its instructors to keep abreast of the latest teaching method in cosmetology by reading educational books, and attending teacher's refresher or advanced courses and workshops.
- Takes part in educational conferences and regional meetings in order to advance the cosmetology profession.
- Makes use of recommended teaching techniques and training aids, such as textbooks, closed-circuit t.v., and other audio-visual aids in order to provide training for its students.
- Maintains honest and fair relationships with its staff, students, patrons, state board, and other schools.
- Purchases only high-grade standard equipment, cosmetics, and supplies to be used for the instruction of its students.
- Advertises truthfully, and makes honest representations to its students.
- Refrains from any criticism, which reflects unfavorably on other schools and the cosmetology profession.

## **Courses Offered**

Louisiana Academy of Beauty offers the following courses:

## Cosmetology

This course provides students with the knowledge and skills necessary to work in the beauty and personal care industry. This course covers a range of topics related to hair, skin and nails, along with practical experience. The course requires a minimum of 1500 hours, to be completed in not less than 12 months, or 50 weeks.

# **Cosmetology Instructor**

The Cosmetology Instructor Program is designed to train experienced cosmetologists to teach others in cosmetology schools. The instructional methods used in these programs are focused not only on mastering cosmetology skills but also on teaching, leadership, communication, and effective training techniques. This course is offered to cosmetology graduates who would like to become a cosmetology instructor. This course helps the instructor trainee to develop the skill of management, as well as the skill to educate others. The course requires a minimum of 750 hours, to be completed in not less than 25 weeks.

In both programs, instructors use a variety of instructional methods such as lecture and demonstrations, hands on practical labs, classroom discussions with q & a as well as quizzes and tests to ensure students gain both theoretical knowledge and practical skills sufficient to pass the Louisiana State Board of Cosmetology licensure exams.

\*A Diploma is awarded upon successful completion of these courses.

#### **Early Completions**

Should you complete the program before your scheduled 1500 hour or 750 hour evaluation date, your financial aid package may be recalculated and this may result in liabilities owed by you and/or the institution if applicable.

## Language

All courses are taught in English language. All books and educational material used during the course are printed in English language.

## **Tuition And Fees**

Accepted forms of Payment:

- Cash
- Cashier's Check
- Money Order
- Personal Check made payable to Louisiana Academy of Beauty
  - All checks must have driver's license number/state ID and state of the check writer as well as student ID if applicable. Checks from a business must have the driver's license of or state ID number of the person signing the check.
  - No temporary checks will be accepted.
  - Checks from individuals or businesses will no longer be accepted after having issued an NSF check.
  - All returned checks will be assessed returned check fees in the maximum amount as allowed by state law(s). This is currently \$25 plus bank fees and is subject to change at any time.
  - If a check is received in the mail and does not include the required information, we will contact the check writer to request the missing items needed. If the check writer does not want to provide that information, we will return the check to the writer. If the check was to pay tuition/fees, students' risk being dropped from class if other payment arrangements are not made.
  - Louisiana Academy of Beauty will not accept check or credit card payments for a returned check. Only cash, money order, or cashier's checks will be accepted for payment on a returned check.
  - Once a check is returned unpaid to Louisiana
     Academy of Beauty, the individual or business has
     10 days to remit payment to the Business Office
     before being forwarded to the Eunice City
     Marshall's office for collection.

**Sponsor Payments:** 

- Louisiana Academy of Beauty will accept tuition assistance (sponsor) agreements in lieu of payment at time of registration.
- Students will be responsible for all amounts owed if sponsoring agency does not remit payment in full.
- Students will be responsible for providing Louisiana Academy of Beauty with the appropriate tuition assistance documents in order to apply payment.

Financial aid students are responsible for payment of any tuition and fees that exceed their PELL award or scholarship.

# **Cosmetology Course**

Certificate Program CIP Code: 12.0401

SOC Code Occupation 39-5012.00 Hairdressers, Hairstylists, and Cosmetologists (1500 hours/50 WEEKS)

1500 Clock Hours: Course of instruction to develop skill in the art and practice of cosmetology to become a licensed competent cosmetologist and hair stylist.

#### **Tuition**

\$15,025.00 tuition, kits, mannequins, and supplies \$1,000.00, textbooks \$350.00, professional makeup kit \$350, laptop \$600 plus a registration fee of \$175.00 for a total of \$17,500.00.

# **Budget Plan**

In order to make it possible for student to attend Louisiana Academy of Beauty; students can work with the Director or Financial Aid Officer to set up a budget they can afford. Financial Aid students can also divide their balance into monthly payments. EXAMPLE:

| salance into monthly payments. Ern him E |           |
|--|-----------|
| Tuition                                  | \$ 15,025 |
| Kit, mannequins & supplies               | \$ 1,000  |
| CIMA seat & Milady Cosm Book             | \$ 350    |
| Professional Makeup Kit                  | \$ 350    |
| HP Laptop                                | \$ 600    |
| Registration Fee                         | \$ 175    |
| Total                                    | \$ 17,500 |

These installments can be set up at an affordable monthly price for 13 months with a balloon note at the end.

Cash pay student can make a minimum down payment (\$1175.00 min.) and divide the balance into monthly payments. These payments can be set at the student's convenience with the director. Monthly payments that are not paid by the 10th day of the month will be charged \$10.00 per week until paid. The first payment due on the day student starts school. All fees and depts must be paid by date of graduation.

#### **Additional Tuition Charges**

The school allows the student 150 hours absence for illness, etc. The course is intended to qualify students for the State Cosmetology Examinations. Should a student extend their training beyond the contract completion date, it will be provided at the cost of \$10.02 per scheduled hours. This amount will be due prior to clocking in on the date of return once the allowable absence hours have been exhausted. If overtime charges are not paid, the student may not be allowed to return to school until the charges have been paid. Any other special payment arrangements must be approved by the Business Office.

#### **Student Financial Plan Conditions**

If you withdraw/graduate from school, and have made all agreed upon monthly plan payments, you may still owe a balance (funds) to the school since credit may have been extended to you. The school reserves the right to withhold the release of your transcript and/or diploma at any time during the repayment period that you are not in compliance with all terms of the student financial plan.

## **Non-Payment Of Charges**

Non-payment of tuition, fees and/or other charges due to Louisiana Academy of Beauty will result in you being obligated for additional collection costs, collection agency costs and/or legal costs. In addition, we reserve the right to report your failure to pay amounts owed to one or more national credit bureau organizations, and Louisiana State Board of Cosmetology. We will not release your academic transcript and/or contractual fee form until all of your debts to us are paid in full.

#### Attendance

A Cosmetology student registered on a full-time basis is scheduled for 30 hours per week. And a Cosmetology student registered on a part-time basis is scheduled for 24 hours per week.

## **Books and Supplies**

Students will receive a case, which serves as a dry sterilizer and storage unit. There will be a kit assigned to each student the Kit is given to the student at the beginning of their training.

Each student will also receive a

-2022 Milady 14th edition Cosmetology Hardcover ISBN: 9780357921081

-2022 Milady Standard Foundations ISBN: 0357871499

-Louisiana State Board of Cosmetology Laws and Rules Gold book

-CIMA digital learning platform key code

This includes useable and disposables needed throughout the course. The supplies listed below should be purchased by each individual student for their own use. All products used in the school must be products of the school. No outside products can be brought into the school for use.

3 ring binder
Ink Pens• red & black Highlighters
Eco clear gel (tub size)
Timer
Loose leaf paper
Locks- Big & small

Extra's: Transcript \$10.00 printed items .50 per copy replacement mannequins \$45.00

# **Cosmetology Course Outline (1500 Hour Course)**

## Theory-Classroom Instruction 85hrs

Orientation, history, career opportunities, life skills, communicating for success, Rules and regulations, professional development, chemistry, anatomy and physiology, electricity

#### Infection Control 75 hrs

Health, public sanitation, disinfection, chemical agents, bacterial growth, biology, infections, safety, effectively using equipment

## Shampooing and Scalp Treatments 65hrs

Draping, shampooing, rinsing, conditioning, treatments, techniques for shampooing, disorders of hair and scalp, product knowledge, uses and safety

## Hairstyling 150 hrs

Techniques of wet styling, blow drying with round brush, waving, finger waving, braiding, styling with extensions, enhancements, wrapping, designing, use and safety

## Haircutting 200hrs

Sectioning, angles, holding the shears, palming the shears, cutting lines, removing bulk, removing length, using a razor, using clippers, face shapes, matching styles to face shapes

# Haircoloring and Lightening 175hrs

Principles and techniques of temporary, semi-permanent, demi-permanent, and permanent hair color, bleaching, toning, highlighting, filling, special effects, mixing formulating, color correction

## Chemical Texture Services 150hrs

Sectioning, preparing the hair, consultation, wrapping, processing, relaxing,

# Manicuring, Pedicuring and Nail Extensions 175hrs

Nail structure and growth, theory of massage, manicuring, pedicuring, advances nail techniques

# Facials and Waxing 175hrs

Microdermabrasion, Dermaplaning, Nano needling techniques and principles of skin care treatments, application of products, history of skin, theory of massage, facial treatments, uses of electrotherapy, application of cosmetics, artificial eyelashes (bands and individual), removal of unwanted hair, lash/brow tint, light therapy

# Retail sales, salon business & employment opportunities 100hrs

Business management, opening a salon, business plans, choosing a salon, licensing requirements and regulations, laws, telephone use, advertising, sales, communication, public/human relations, salon safety, seeking employment, on the job, professional ethics.

# Instructor Discretion 150hrs

Instructors can choose where students need work, special classes, field trips, specific assignments

# **Units Of Instruction For Cosmetology**

Chapter 1: History and Career Opportunities

Chapter 2: General Anatomy and Physiology

Chapter 3: Skin Structure, Growth, and Nutrition

Chapter 4: Skin Conditions, Disorders and Diseases

Chapter 5: Nail Structure and Growth

Chapter 6: Nail Conditions, Disorders and Diseases

Chapter 7: Hair and Scalp Properties

Chapter 8: Hair and Scalp Conditions, Disorders and Diseases

Chapter 9: Principles of Hair Design

Chapter 10: Scalp Care, Shampooing, and Conditioning

Chapter 11: Haircutting

Chapter 12: Hairstyling

Chapter 13: Braiding and Braid Extensions

Chapter 14: Wigs and Hair Additions

Chapter 15: Chemical Texture Services

Chapter 16: Haircoloring

Chapter 17: Hair Removal

Chapter 18: Facials

Chapter 19: Makeup

Chapter 20: Manicuring

Chapter 21: Pedicuring

Chapter 22: Nail Tips and Wraps

Chapter 23: Liquid and Powder Nail Enhancements

Chapter 24: Light Cured Gels

# Foundations Topics

Chapter F1: Life Skills

Chapter F2: Professional Image

Chapter F3: Communicating for Success

Chapter F4: The Healthy Professional

Chapter F5: Infection Control

Chapter F6: Chemistry and Chemical Safety

Chapter F7: Electricity and Electrical Safety

Chapter F8: Career Planning

Chapter F9: On the Job

Chapter F10: The Beauty Business

Freshman Division: Beginning freshman must have: classroom instruction, mannequin practice and 450 clock hours to advance to the junior division.

Junior Division: After classroom instruction, mannequin practice, and clinic participation, and an additional 450 hours of progress the student takes the State and National exam and advances to the senior division.

Senior Division: After classroom instruction, mannequin practice, and clinic participation, and an additional 600 hours of progress, student will be prepared to take the State Board Practical exam, upon successfully completing 1500 clock hours.

## **Graduation Requirements**

Louisiana Academy of Beauty will grant a diploma of graduation and Official Transcript of Hours for the applicable course when the student has successfully completed the GRADUATION REQUIREMENTS as listed:

Cosmetology-Upon satisfactory completion of 1500 hours, 13 months, 52 weeks, maintenance of 75% passing grade average on the school's written and practical examinations, completion of required number of service credits, and all financial obligations paid in full, unless other arrangements are made with the Office Manager, completed all exit paperwork and attended an exit interview, student will receive a diploma which indicates fulfillment of the school's requirements.

# **Cosmetology Instructor**

Certificate Program CIP Code:12.0413 SOC Code Occupation 39-5012.00 (25 weeks/750 Clock Hours)

Licensed Cosmetologists who are high school graduates qualify for this rewarding career. This graduate course helps the teacher trainee develop the skill of management, as well as the skill to educate others. The program provides an opportunity for each student teacher to observe and assist experienced teachers in the performance of their duties, to perform skilled demonstrations, to supervise practice teaching, as well as to thoroughly study the principles of teaching.

#### **Tuition**

\$7625.00 tuition, \$175.00 registration fee, \$600 for laptop and \$350 books for a total of \$8,750.00.

#### **Budget Plan**

The student may pay a down payment of \$1175.00. The balance will be paid in 7 monthly installments of \$1,082.14 for a total of \$8750.00, due on the first of each month. The first payment due on the day student starts schools. Monthly payments that are not paid within 10 days of due date will be charged \$10.00 per week until paid. All fees and debts must be paid by date of graduation.

#### **Additional Tuition Charges**

The school allows the student teacher 75 hours absence for illness, etc. The course is intended to qualify students for the State Cosmetology Teachers Examinations. Should a student extend their training beyond the contract completion date, it will be provided at the cost of \$10.16 per scheduled hours. This amount will be due prior to clocking in on date of return once the allowable hours are exhausted. If overtime charges are not paid, the student may not be allowed to return to school until the charges have been paid. Any other special payment arrangements must be approved by the Business Office.

#### **Books and Supplies**

Each student will receive 1 CIMA Course Key, 1 Milady Professional Educator 4th Edition Book ISBN 978133778683 and 1 HP laptop.

#### Student Financial Plan Conditions

If you withdraw/graduate from school, and have made all agreed upon monthly plan payments, you may still owe a balance (funds) to the school since credit may have been extended to you. The school reserves the right to withhold the release of your transcript and/or diploma at any time during the repayment period that you are not in compliance with all terms of the student financial plan.

## **Non-Payment Of Charges**

Non-payment of tuition, fees and/or other charges due to Louisiana Academy of Beauty will result in you being obligated for additional collection costs, collection agency costs and/or legal costs. In addition, we reserve the right to report your failure to pay amounts owed to one or more national credit bureau organizations, and Louisiana State Board of Cosmetology. We will not release your academic transcript and/or contractual fee form until all of your debts to us are paid in full.

# **Cosmetology Instructor Course Curriculum Outline (750 Hour)**

## **Classroom training- Science of Teaching** 282hrs

Planning lessons, planning and preparing activities to coincide with lessons, present lessons, work with mentor instructor, present activities

# **Teacher Practical Assistance- Observations** 154hrs

Preparing practical lessons, observing mentor instructor, grading students' work, practice corrective/constructive criticism

## **Performance of Demonstration** 89 hrs

Demo practical performances for students, practice speaking to have each student understand, practice position in front of group

# **Clinic Supervised Practice Teaching** 225hrs

Train with mentor teacher on instructing students according to each client's needs, practice speaking to clients, practice helping students speak to clients, practice moving around and checking on each student.

# **Units Of Instruction For Cosmetology Instructor**

| 1. The Professional Educator                       | 10. | Challenges to Learning                     |
|--|-----|--|
| 2. Study and Testing Skills                        | 11. | Assessing Progress and Advising            |
| 3. Learner Characteristics and Learning Principles |     | Students                                   |
| 4. Methods of Teaching and Learning                | 12. | Success Strategies for Students            |
| 5. Program Development and Lesson Planning         | 13. | The Student Salon                          |
| 6. Educational Aids and Technology                 | 14. | Learning is a Laughing Matter              |
| 7. Communicating Confidently                       | 15. | Student Retention                          |
| 8. Effective Presentations                         | 16. | Teams at Work                              |
| 9. Classroom Management and Supervision            | 17. | Employment Prep & Business                 |
|  |     | Fundamentals                               |
|  | 18. | <b>Evaluating Professional Performance</b> |

The Cosmetology Instructor Course is designed to train the licensed cosmetologist in the teaching skills, theoretical knowledge, and professional attitudes necessary to obtain licensure and for competency in entry-level positions in Cosmetology Education. Upon completion of the course requirements, the determined graduate will be:

- -Prepared to pass the State of Louisiana Licensing Examination.
- -Able to apply teaching methods, both theory and practical.
- -Able to effectively manage a classroom.

Once they have successfully passed their State Board Exam, they may work in any private cosmetology school in the State of Louisiana as a Cosmetology Instructor.

The Cosmetology Instructor Course is 750 clock hours in length, which can be completed in as little as six months of full-time attendance. Approximately one half of the course time is devoted to post-graduate training in cosmetology, the other half is devoted to technical instruction in the areas of educational psychology, teaching methods (theory), teaching methods (practical), and business methods. This half also includes instruction in student teaching (applied) under the direct supervision of a Louisiana Licensed Instructor.

## **Graduation Requirements**

Louisiana Academy of Beauty will grant a diploma of graduation and Official Transcript of Hours for the applicable course when the student has successfully completed the graduation requirements listed:

Cosmetology Instructor-Upon completion of 750 hours, 6 1/2 months, 26 weeks, maintenance of 75% passing grade, required number of simulations, graded lesson plans, and financial obligations paid in full, unless other arrangements are made with the Office Manager, and completed all exit paperwork and exit counseling, the student will receive a diploma indicating fulfillment of the school's requirements.

# **Course Completion And Transcripts**

Certificate of Completion or transcripts will not be issued unless the student has met all requirements including fulfillment of all monetary obligations. Transcript request form can be obtained from the Business Office. There is a \$10.00 fee for a transcript.

# **Class Starting Dates**

New students start on the first Tuesday of each month, as long as there are openings.

# **Minimum Attendance Requirements**

The school is open and classes held 8:00 a.m. to 4:00 p.m. each day, Tuesday through Friday. Full-time students receive a 30-minute lunch break. Full time students are defined as a student making no less than 24 hours per week. Part time schedules may be arranged at the discretion of the office manager.

A doctor's excuse must be presented before clocking in for:

- 1. A late student\* on any day;
- 2. A student who was absent or leaves early on Fridays;
- 3. A student absent the day before and after a scheduled holiday break.
- \*A "late student" is defined as someone who was not in attendance for class between the hours of 8:00-10:00 am and is attempting to clock in for the first time that day at 10:00 am.

Irregular attendance, excessive tardiness or unexcused absences are grounds for probation, suspension, or termination. Attendance records are kept as part of student's permanent files.

# **Emergency Closure And/Or Inclement Weather**

In the event of inclement weather, the administration will notify students in advance, if possible, of any school closure. Notices will be posted on the school's Facebook page, and a notice will be placed in the school's website,

www.louisianaacademyofbeauty.com. Contract graduation dates will be adjusted for the number of days the school is closed.

# **Holidays And Vacations**

Christmas/New Years (Christmas day through New Year's Day), Summer Vacation (June or July) (1 Week to be announced), Thanksgiving Day, 4<sup>th</sup> of July Day, Mardi Gras Day.

\*These days are subject to change.

# **Re-Enrollment Policy**

# 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.

## Re-Entry after Expulsion for Unsatisfactory Progress Revised 11/24/03

If a student has been denied financial assistance and/or asked to discontinue training, because they have not met the satisfactory progress standard, he/she may submit, in writing, a letter describing the extenuating circumstances they feel should be considered for reinstatement. Which might include death of an immediate family member, sickness, or any other unusual circumstances. The appeal must be submitted to the school Administrator within ten (10) business days of the date the student was officially notified of the denial of financial assistance or termination. The appeals committee, consisting of School Administrator, Owner and Senior Instructor, will review the request for appeal. Their decision will be sent to the appellant within ten (10) business days of receipt of the appeal.

Should the student apply to re-enter school at a later date (must be at least 2 months) and is approved for re-entry they will begin the re-enrollment period with the same progress status as when they left. They will be evaluated at the end of the calendar month after re- entry, and must meet the satisfactory progress criteria outlined above, before funding of any financial aid can resume. The student must attain satisfactory progress in the same time frame as applies to all other students.

#### Transfer, Re-Enrollment, & Termination Fee

The fee for this service is \$175.00. If a student decides to terminate enrollment, he/she must do so in writing. If the student does not terminate in writing, the school will terminate the student 14 calendar days from last day of physical attendance.

Students may discontinue their training either temporarily or permanently. If a student discontinues for a period longer than six (6) months, the school reserves the right to reevaluate the student, should the student desire re-admission. Re-admitted students are charged the same as the transfer student for their tuition, books and equipment.

We accept transfer students at our school with credit from a licensed school in accordance with R.S. 37:502, tuition charges to transfer students, equipment and book charges are pro-rated as to the student need, the balance of hours, and training required towards successful completion of the course. A registration fee of \$175.00, will be charged. In- state transfer students are allowed one transfer by State Board, at no recharge of State Board fees.

Students must obtain a transcript from the previous school showing level of accomplishment as well as record of attendance. An evaluation test will be given by our staffto determine the level of accomplishment. The student must schedule an evaluation with an instructor prior to enrollment. This evaluation will determine how many transfer hours we will be accepted.

All grades and hours credited are recorded and kept on file. All hours credited are forwarded to the Louisiana State Board of Cosmetology.

#### Federal Student Financial Assistance

Students cannot always afford to pay their educational costs in full at the beginning of their program of study. Therefore, the school participates in various programs designed to assist students to meet their educational costs on a more affordable basis. The school is accredited by a nationally recognized accrediting commission and is approved by the U.S. Department of Education to offer federal financial assistance (Title IV) programs to eligible students.

Many students supplement Title IV assistance or pay for their educational costs with other programs such as Veterans benefits, agency sponsorship, and/or employer reimbursement. In general, financial aid is awarded based upon need. In order to assist applicants to complete their financing prior to beginning classes, the school makes available individual appointments for each applicant with a Financial Aid Advisor who will assist with form completion and answer questions that may arise. In general, an applicant may be eligible for federal Title IV assistance if the applicant:

Is enrolled as a regular student in one of the school's programs;

Has a valid Social Security Number;

Is not in default on any Federal (Title IV) student loan;

Does not owe a repayment on any federal grant;

Possesses a high school diploma, its equivalency, or has demonstrated an ability to benefit from the school's program;

Has demonstrated Selective Service registration (males only);

Has not been convicted of a drug offense while receiving federal financial aid;

Continuing students must maintain Satisfactory Academic Progress.

The following federal aid programs are available to those students who qualify (subject to availability of funds):

<u>Federal Pell Grants:</u> This is a grant to assist undergraduates who have not earned a bachelor's or professional degree with educational expenses. It does NOT have to be paid back. For 2024-2025, the maximum Pell Grant award is \$7395.

<u>Federal Direct Subsidized Stafford Loan:</u> This is a low interest fixed rate loan for students attending school at least half-time. The maximum annual loan amount is \$3,500 for the first academic year and up to \$4,500 for the second academic year. (The amount is prorated for programs that are less than an academic year or there is less than an academic year remaining.) The interest rate for loans disbursed on or after July 1, 2024 is 6.53%. It MUST be paid back. Interest does not accrue while students are attending school, during their grace period, and during periods of deferment.

<u>Federal Direct Unsubsidized Stafford Loan:</u> This is a low interest fixed rate for independent students enrolled at least half-time. The maximum annual loan amount is \$2,000 for a dependent student or \$6,000 for an independent student (or a dependent student whose parent has been denied a PLUS loan). (The amount is prorated for programs that are less than an academic year or there is less than an academic year remaining.) The interest rate is 6.53%. It MUST be paid back. Interest will accrue on this loan while students are in school, during their grace period and during periods of deferment; the interest rate can be paid while the student is in school.

<u>Federal Direct PLUS Loan:</u> This is a low interest fixed rate loan for parents who want to borrow to help pay for their child's education. The interest rate is 9.08%.

This loan is available only to parents without adverse credit histories. It MUST be paid back.

Loans offered are based on financial need. Loan limits differ based on your dependency status and cost of attendance needs. Our Financial aid administrator will determine your loan limits based on your need for cost of attendance.

Other Aid Programs:
LOSFA
Department of Health & Human Resources
Vocational Rehabilitation
Bureau of Indian
Affairs Veterans
Administration

# **Loan Repayment Obligation And Repayment Options**

Students who receive federal student loans sign a Master Promissory Note (MPN), which states that the student borrower is obligated to repay the student loan funds regardless of the student's graduation, withdrawal from school, or the student's inability to obtain employment.

The student loan program offers students many different repayment options. Students are responsible for selecting the appropriate payment plan to suit their needs. The Institutions

Financial Aid Office can review the different repayment options.

If at any time, a student borrower becomes delinquent on a student loan, it is the student's responsibility to contact the school to determine what options are available to the student borrower.

The National Student Loan Data System (NSLDS) is the U.S. Department of Education's central database for student aid. Student financial aid information is submitted to the NSLDS. The information is accessible by guaranty agencies, lenders, and institutions as authorized users of the data system. Student borrowers may information about student's loan, visit www.nslds.ed.gov

Students should contact the Financial Aid Office if you have any questions or concerns. If a situation exists involving a student loan that the Financial Aid Officer cannot resolve, students should contact the U.S. Department of Education's Office of the Ombudsman. Online assistance is available at: <a href="https://www.ombudsman.ed.gov">www.ombudsman.ed.gov</a>

# **Federal Aid Applications**

Any student who wishes to apply for federal Title IV financial assistance must complete a Free Application for Federal Student Aid (FAFSA) at <a href="www.fafsa.ed.gov">www.fafsa.ed.gov</a> or by paper application.

The FAFSA information is electronically transmitted to the U.S. Department of Education's Central Processing Service (CPS) and the school receives in return a processed Institutional Student Information Record (ISIR). The ISIR is used to determine Federal Pell Grant and Federal Direct Loan eligibility. The Financial Aid Office will retain the ISIR as documentation of the student's eligibility. (If a student wishes to have a printed copy of his or her ISIR, it may be requested from the School's Financial Aid Office).

The necessary forms are available in the school office. The forms must be completed accurately and submitted on time. The student is responsible for checking the status of his/her application and making sure it has been processed.

# Requirements For Verification Of The Applicant's Data On The FAFSA.

A certain portion of FAFSAs submitted to the CPS are subject to a process called Verification means that the applicant is asked to "verify" or confirm that the information on the application is correct.

Verification requires the applicant and spouse or parent (if applicable) to sign a Verification worksheet. In addition, the applicant is required to submit a copy of the prior year's federal tax return to the Financial Aid Office. If the applicant is married, the return(s) must include the spouse's information. If the applicant is dependent, copies of the parents' prior year's tax return(s) are also required.

Time period with which required documentation must be provided. Except in instances where extenuating circumstances intervene the required documentation must be provided within 30 days of the date the applicant is notified to do so. All financial aid disbursements are withheld until this process has been completed.

Consequences of failure to provide the information within the 30-day period. Students will receive no disbursements of funds if they fail to provide the information required for verification within 30 days, and they may be dismissed from school. In addition, they will be expected to make cash payments in lieu of any expected financial aid disbursements to the Institution. If the results of the verification satisfy the requirements, the first disbursement of funds to which the student is entitled will be credited. If the **verification** results in conflicting information, the student will be called into the Financial Aid Office and the items that were not accurate will be discussed and further documentation will be

sought.

The student (and/or family) will be required to correct inaccurate information by resubmitting the aid application (with corrected information) to the Central Processor. If the Institution has reason to believe that any application has been intentionally submitted under false or fraudulent circumstances, such application will be referred to the Department of Education Office of the Inspector General.

#### **Correction Of Information**

If, as the result of verification or another documentation process, it becomes necessary to correct any of the information on an ISIR, the Financial Aid Office will note the corrections on the current ISIR based on the submitted signed documentation and submit the corrections to the Central Processor electronically after obtaining signed documentation. A new ISIR, showing the corrected information, is then generated.

#### **Definition Of Financial Need**

financial need is calculated to determine a student's eligibility for some types of Title IV aid programs. Financial need is the difference between the student's cost of attending school and the amount of the student and/or family's financial resources. The need formula can be stated as follows:

# COST OF ATTENDANCE minus EXPECTED FAMILY CONTRIBUTION minus OTHER ESTIMATED FINANCIAL FINANCIAL NEED

A student's financial need may not be funded entirely or in some cases not at all by Title IV programs. Students and their parents (in the case of dependent students) are expected to pay any unfunded portions.

#### **Cost Of Attendance**

The School's Financial Aid Office estimates the student's Cost of Attendance for aid eligibility determination purposes only, using nationally approved living expense guidelines. An average cost of attendance for a student attending school consists of allowances for room, board, personal, transportation and miscellaneous expenses, plus one academic year's tuition and fees. A sample cost of attendance for a 12-month period of attendance is as follows:

| Cosmetology Program                 | Independent | Dependent |
|-------------------------------------|-------------|-----------|
| Tuition (1500 hrs.)                 | \$ 15,025   | \$15,025  |
| Books& Supplies                     | \$2,475     | \$2,475   |
| Registration Fees                   | \$175       | \$175     |
| Room& Board                         | \$12,527    | \$4,836   |
| Personal                            | \$6,732     | \$3,588   |
| Transportation                      | \$3,948     | \$3,948   |
| Total Estimated Cost of Attendance• | \$40,882    | \$30,047  |

<sup>·</sup>Cost of living components based on National Average values.

# **Expected Family Contribution**

The student's Expected Family Contribution is calculated by the Central Processor and is a function of the information entered on the Free Application for Federal Student Aid. An EFC is figure is included in the ISIR that is produced by the Central Processor when the student's application is processed. The EFC is a measure of how much the student and his/her family can be expected to contribute to the cost of the student's education during the academic year.

# Requirements For The Review Of A Financial Aid Applicant's Financial Aid History

It is a federal requirement that the school determine any and all federal Title IV aid previously received by any aid applicant. The school uses the National Student Loan Data System (NSLDS) to obtain the financial aid history of each financial aid applicant. The information is found on the ISIR. Financial aid disbursements are withheld until confirmation of previous aid is received.

# Requirements For Citizenship Verification

When a student applies for federal Title IV financial assistance, an electronic database match (for Social Security number, name and birth date) is conducted by the Central Processor to determine the student's eligibility status with the Social Security Administration and the United States Citizen and Immigration Service (USCIS). The results of those matches are reported on the student's ISIR.

If either match is unsuccessful, the student must resolve his/her citizenship status. The Financial Aid Office will inform any applicant in this situation of the steps necessary to verify citizenship, which may include contacting the USCIS. Financial aid disbursements will not be made until citizenship status has been confirmed.

#### **Disbursement Procedures For Title Iv Aid**

Title IV aid is disbursed in at least two equal payments during each academic year using the following definition. An academic year is defined as 900 clock hours and at least 26 weeks of instruction.

All financial aid is disbursed as a credit to the student's account. A student's first Direct Loan disbursement is made 30 days after the start of the program. The student's second disbursement of financial aid is scheduled for the midpoint of the academic year. However, financial aid will only be disbursed when the student has successfully completed the clock hours in the payment period and half of the weeks on instructional time in the academic year. When a student receives a Direct Loan credit, the student receives a notice advising the student or the parent (in case of a PLUS loan) that the loan has been credited to the student's account and asking the student or parent if he/she continues to want all or some of the loan.

Federal Pell grant disbursements are credited directly to the student's account at the beginning of each payment period. Each recipient is issued a receipt when a disbursement

has been credited to his/her account. If a credit balance occurs on a student's account, the student or parent in the case of PLUS borrowers may request the excess funds be retained by the school to pay for future tuition and fee charges for the remainder of the award year or loan period or to pay for other educationally-related charges (i.e. books, supplies, equipment, etc.), or refunded to the Direct Loan Program to reduce the student's principle balance by signing an authorization. Without a student's or parent's authorization, credit balances will be paid within 14 days to the student once the student has completed 60% of the payment period, or to the parent in the case of PLUS loans.

# **Federal Financial Aid Counseling**

## **Entrance Counseling**

The institution ensures loan entrance counseling is conducted before a borrower takes out a loan by paper copy in the financial aid office. The interview includes:

- an explanation of the use of a master promissory note (MPN);
- importance of repayment obligation;
- · description of consequences of default;
- sample repayment schedules;
- information in reference to a borrower's rights and responsibilities; and
- other terms and conditions.

## **Exit Counseling**

The Institution ensures loan exit counseling is conducted during the 1350 Pre-Graduate evaluation at the Clinical Floor Manager's Office or via mail at completion of a program or withdrawal from the institution. The interview includes:

- an explanation of the use of a master promissory note (MPN);
- importance of repayment obligation;
- description of consequences of default;
- sample repayment schedules;
- information in reference to a borrower's rights and responsibilities; and
- other terms and conditions.

# **Loan Payment Calculator**

The Loan Payment Calculator may be used to calculate monthly payments under the standard and extended repayment plans. You may refer to the following: www.finaid.org/calculators/loanpayments.html or ed.gov/offices/OSFAP/DirectLoan/calc/html.

# **Statement of Educational Purpose**

Federal financial aid is to be used solely for educational expenses related to a student's attendance at the Institution.

# **Student Consumer Rights And Responsibilities**

Education after high school costs you time, money and effort. It is a big investment, and as a student and a consumer you should carefully evaluate the education or training you are considering. To help you make a good choice, you should have information on the school's academic program, Student Right to Know, facilities, drop-out rates, full costs of attendance, refund policy, and any other information you think will help to make your decision.

All students have the right to know:

- The names of the schools accrediting and licensing agencies;
- The school's programs, facilities, and faculty;
- The cost of attending school;
- The school's policy on refunds for students who drop prior to completing the program;
- The financial assistance available from Federal, state, local, private, and institutional financial aid programs;
- How to submit appeals under various school policies;
- The school's method of determining satisfactory academic progress and how it affects the student's financial aid eligibility;
- The terms of all loans borrowed by the student including interest rates, repayment amounts, cancellation and deferment provisions;
- The criteria for continued eligibility for financial aid;
- The special facilities and services available to disabled students;
- Placement types and placement rates;
- Completion rates, Retention rates, and Student Body diversity.

## All students have the following responsibilities:

- To review and consider all aspects of the school program before enrolling;
- To complete financial aid applications accurately and truthfully;
- To provide additional supporting documentation, verification, correction, etc. as requested by the Institution;
- To read, understand and keep copies of all forms received;
- To notify the Institution of any change in their financial circumstances;
- To notify the Institution of a name or address change;
- To understand the Institution's satisfactory academic progress policy;
- To understand the Institution's refund policy;
- To sign all required certification statements; and
- To repay all loans according to the promissory notes signed.

# **Student Right-To-Know**

#### **Graduation Rate 88%**

The graduation rate above was computed as a percentage for programs offered at the Institution for all first-time, full-time students (25) who enrolled for 2022 and completed the program within 150 percent of normal time frame (22).

#### **Retention Rates 90%**

The retention rate above was computed as a percentage and includes statistical date for all programs offered at Louisiana Academy of Beauty. The report is updated annually as of

July 1<sup>st</sup> and is available to all students upon request. The retention rate represents still enrolled or completed first-time, full-time students who completed their program of study at the Institution during the Fall 2022 cohort.

#### Licensure Rates 100%

21 of 21 graduates of the Cosmetology program taking the National Testing for Theory and Practical Testing administered by the Louisiana State Board of Cosmetology in 2022 passed that examination.

#### **Placement Rates 85%**

The placement of and types of employment obtained, by graduates of our institution certificate program.

Typical Positions held by Graduates: Cosmetologist/Stylist

## **Student Body Diversity**

Male: 0% Ethnicity:
Female: Caucasian: 81%

100% Black/African America

Black/African American: 18% Two or more races: 1%

Hispanic/Latino: n/a American

Indian: n/a
Asian: n/a

Native Hawaiian or Pacific Islander: n/a

The information on the student body diversity at the Institution of students who were enrolled anytime between 07/01/2022-06/30/2023 according to Winter IPEDS 12-month enrollment reporting. This information is updated annually as of July 1<sup>s1</sup> and is available to all students upon request.

## Federal Pell 62%

The federal Pell percentage is of all students who received a Federal Pell Grant and were enrolled anytime between July I, 2022 through June 30, 2023.

#### Direct Loans

62% of our graduates completed with student loan debt. The median loan debt for graduates in 22/23 was \$5500.

# Rules And Regulations Of The School/Students & Student Instructors

This embraces the attitude and behavior of the student to his/her supervisors and also to his/her associates. It is the policy of this school to develop professional attitudes and to teach students to show respect and consideration for the rights of others and conduct is considered and graded accordingly. Students may be expelled or suspended for violation of any of the rules listed below.

Upon entering, each student agrees to abide by all the rules and regulations in effect or which may become in effect in the school during his/her period of enrollment, which include:

- 1. Student and school have herein set out a complete description of services the school is to furnish for which the student is to pay. Such description as to classes, hours, conduct, and schedules may be augmented by bulletins and other notices furnished to the student by the school.
- 2. Students must obey all rules of personal hygiene, sanitation, and sterilization while attending school.
- 3. Students are not permitted to gossip or cause discord. Always speak respectfully in the surroundings of clients, students, and all of LOUISIANA ACADEMY OF BEAUTY employees.
- 4. Students may not refuse to participate in class activities either in theory, practical, or clinic. Refusal will result in being sent home for the day. Students must have all books with them when they are in class.
- 5. Telephone calls, except for emergencies, are not permitted while in school. The phone is used for business. When using the school line, be sure to relinquish the line when another call is coming in!
- 6. Cell phones are allowed, but cannot be used during regular class hours unless approved by the instructor for research or educational purposes. If caught using cell phone, it will be taken away. There is a private line to be used to make phone calls. Make sure to get permission, first!
- 7. A continuation of unsatisfactory conduct as set forth may result in a student's suspension or dismissal.
- 8. Students are required to wear fresh school regulation uniforms and undergarments. Canvas tennis shoes or sandals are not allowed. Identification badge must be worn each day. In the event that your badge is lost / misplaced you may purchase another one for \$3.00.
- 9. Students will be allowed to make up time for absence upon payment of additional late charges.

- 10. Students must clock in prior to start of scheduled classes. Class begins at 8:00, students that are not in class by 8:10 will not be allowed in class. You will not be allowed to clock in until the next scheduled class, which is at 10:00am, in this instance you will be considered a "late student" and will need to provide a dr's excuse as stated on page 30 under Minimum Attendance Requirements. Excessive tardiness of 3 times may result in a one (1) day suspension.
- 11. Any student who refuses to participate in theory class will receive a zero (0%) and be sent home for that day. Effective 4/11/2012
- 12. Students are responsible for:
  - a. clocking in/out. You must be clocked out anytime that you will leave campus.
  - b. keeping record of daily activity sheets with instructor signatures of work completed.
  - c. turning in weekly grade sheets on Tuesday for the prior week.
  - d. \*Students who do not turn in a grade sheet on each Tuesday will receive a 0% (zero) for that week. effective 4/11/2012
- 13. Report cards will be distributed once per month.
- 14. Effective 9/1/2011, the sign-in sheet was removed. Students will receive the attendance time that is calculated by the student's time card punch-in.
- 15. Effective 1/10/2017, the designated instructor will collect times cards each morning. At this time roll call, uniform and name tag check will be performed. Any student that is not in compliance with the Dress Code will have to leave the premises until proper Dress Code is in compliance. The student will have to clock back in according to the attendance/tardy policy.
- 16. Correction to attendance will be made in the event of electrical malfunction of the clock.
  - -In the event of malfunction, Crystal Bihm must be notified on the date of incident.
  - -In the event that a student does not clock in and/or out, the student must notify Crystal Bihm the day of but no later than the next day of incident for time to be corrected. The back-up roll call that the instructor takes each morning will be reviewed as well as the student's DAT sheet with instructor signature. Effective 3/13/2012
- 17. Due to privacy act, students are required to make an appointment with the appropriate person prior to coming to the business office.
- 18. The only way Louisiana Academy of Beauty can fulfill its training obligation is if the student attends school. After learning the basic skills, the student must acquire speed to be successful in the job market. Students must attend school and participate on clinic days. These days closely resemble the salon and it is then that students get the best hands-on education. If a student cannot attend on any day, or if student will be late the

- student must notify the school one-half hour prior to their scheduled time of arrival. Proper arrangements can then be made to service the previously scheduled clients for the absent student. Failure to call in shows a lack of consideration for the manager, customer, and fellow students.
- 19. A part of training involves sanitation, cleanliness, and care of equipment. No grades will be given, if equipment and area has not been cleared and sanitized. Each student is responsible for his/her work station and is to see that they are cleaned after each patron's use. State Board requires a student to follow Sanitation and Sterilization Rules and Regulations. One of the most important rules is to keep all implements sanitary.
- 20. The only way an area can be kept orderly is if everyone does their part. Each student must complete his/her assigned daily clean up duties before leaving school at the end of the day. If you receive an "x" at any time on your duties you will not receive a grade or get a service.
- 21. The clinic floor and classroom should be places for learning and not relaxation and breaks. Students smoking, eating, or chewing gum while working at reception desk and/or clinic floor are not professional and are offensive to the customers. All smoking and eating must be confined to designated areas only. Gum chewing is not allowed in the school area. (If caught sticking gum on tables, you will have to clean entire table).
- 22. Receptionist if there are 2 people working at the desk, you will have to separate lunches. One will go at 12:00 and the other will go at 12:30. Dispensary 2 people, only.
  - \*If you cannot follow any of these rules, someone else will take your place.
- 23. Louisiana Academy of Beauty cannot interrupt a student's training to call them to the phone while they are in class or working on a client unless it is an emergency. Also, your family and friends are welcome to our school; however, your visit with them must be conducted in the front reception seating area only and must not disrupt class or business.
- 24. Students with small children will not be permitted to bring and keep them at school all day. You may do their hair, for example, but please arrange for them to be taken home when finished. Use good judgment when planning a visit so that this will not interfere with your work or study.
- 25. All students must have 7.5 hours before receiving any services done to them. If the student is absent on Tuesday, they cannot receive services on the scheduled Wednesday service days.
- 26. No student shall ever leave a client for the purpose of taking a personal telephone call.

- 27. Any theft from student or school will be just cause for dismissal.
- 28. In all areas of life there are specific types of behavior that are not acceptable. Types of social behavior that are not tolerated on campus:
  - a. Criticizing another student's work.
  - b. Cursing or engaging in disruptive activities.
  - c. Immoral or unprofessional conduct.
  - d. Cheating, dishonesty or falsification of records.
  - e. Consuming or possessing alcoholic beverages and/or illegal substances during school hours.
  - f. Arguing.
  - g. Refusing to service an assigned customer or refusing to comply with an instructor's assignment.
- 29. Any student that refuses to participate in class, special classes, practical and/or projects will receive a zero (0%) for that day. Eff 4/11/12
- 30. <u>Student services & discounting.</u> Student services are a privilege. Any student absent on Tuesday will not receive services on the scheduled Wednesday service days. This policy is amended as of 5/1/2023 to clarify and specifically outline services & discounts allowed per the school owner:
  - a. 1 free haircut/shampoo per month to be received during small service day only.
  - b. 20% off of 1 chemical service per month to be received during chemical service day only.
  - c. Student services are not allowed to be received other than on the two above specified service days. Tickets will be made prior to the service and paid before the service begins. \*No credit (charging).
  - d. There are no additional discounts for the student's friends and/or family. These clients are already receiving our discounted school clinic floor service prices.
  - e. For graduating seniors, 1 free service as a graduation gift. Must be completed on chemical service day only.
- 31. It is unfair to expect to receive an education for free. Students who fail to keep their tuition account in a current status can be terminated from school. Also, students who are ready to graduate and their tuition accounts are not current or overtime charges not paid will not be cleared to take their State Board exam.
- 32. Students who are suspended from school may NOT re-enter school until a meeting is held with the owner and an acceptable understanding is reached. Students who are suspended from school two times for the same reason may be expelled permanently.
- 33. Students will be held responsible for their own equipment and personal property while enrolled (including leave or absent days). There will be NO sharing or

borrowing of equipment or personal property. Thirty (30) calendar days after completion, termination, or transfer, personal or professional items left on the premises become the **property of Louisiana Academy of Beauty.** 

- 34. A student who leaves school prior to the end of the day must have duties completed, inform the instructor of reasons for leaving and hand the time card to the instructor after clocking out. A student who leaves early continuously will be subject to disciplinary action.
- 35. Once a student has clocked out due to illness, suspension, leave of absence, time off, etc., he/she may NOT remain on the campus or return to school for social reasons. Loitering in the lounge, back office, hallway, classroom and/or parking lots are strictly prohibited. Students must stay in designated areas that their classes are being conducted.
- 36. Approaching and/or confronting another student or employee will not be tolerated.
- 37. The school reserves the right to inspect student's lockers, kits, and station at any time. Equipment, lockers, kits, uniforms, and shoes will be checked regularly to assure cleanliness and sanitation.

If you do not understand or need help understanding any of the rules and regulations (health and discipline standards), please ask for explanation at any time.

### **Dress Code**

#### Uniforms for School

Professional grooming is of the utmost importance while training at the Louisiana Academy of Beauty. We expect students to attend classes wearing proper make-up and hairstyles. All students must furnish their own uniforms, lab coats and shoes. All students are required to wear clean, black, non-wrinkled, washable school t-shirts or scrub top and black uniform pants. Shoes must be white, black or gray, closed in, clean and shined, enclosed with foot support, and low heels. (NO OTHER COLORS-NO DESIGNS!!!).

Uniforms and shoes must be clean and neat; no stains, no bleach, no holes. These must be of such material, style and length as to be in good taste (conventional nurse uniform). Proper undergarments must be worn. White lab jackets may be worn for warmth. No leggings, body suits, colored belts or scarves, excessive jewelry, extralong fingernails, or hats are allowed. All students must wear name tags every day while in school.

# **Uniforms For State Board Testing**

Black scrub uniforms must be worn for State Board tests. Black closed in shoes are required. Name tags are not allowed to be worn at State Board.

ANY STUDENT NOT COMPLYING WITH THIS DRESS CODE WILL NOT BE ALLOWED TO ATTEND SCHOOL.

STUDENTS NOT WEARING THE PROPER UNIFORM WILL BE SENT HOME AND WILL NOT RETURN UNTIL IN PROPER UNIFORM. NO EXCUSES, THIS IS STATE REGULATION.

THE OWNER OF THE SCHOOL RESERVES THE RIGHT TO MAKE ADDITIONAL RULES OR REVISE THESE RULES TO DEAL WITH SPECIAL PROBLEMS OR EMERGENCIES.

# **Grading System**

- 1. The aim of each teacher at Louisiana Academy of Beauty is to provide an atmosphere that encourages and motivates each student in a learning experience.
- 2. Each student is evaluated according to the progress and scholastic rating which is determined by the total average grade, attendance, appearance, conduct, work habits, initiative, and cooperation.
- 3. Each student's progress is reviewed monthly by each teacher, and examinations are given periodically. Grades and rating are provided as a running record of each student's progress.
- 4. Progress records are kept for each student and recorded regularly on a progress report card.
- 5. Students are tested in Theory after each unit in their textbooks. The grading scale is as follows:

93 - 100 Excellent

85 - 92 Very Good

75 - 84 Satisfactory

74 - 0 Needs Improvement; Does not meet standards

- 6. When students do not achieve a 75% level, they are advised and given an opportunity to bring their grades or attitudes in line. If a student does not achieve a 75% average upon review and sufficient opportunity has been given (probation), he/she may be asked to interrupt the course rather than to continue in an unsatisfactory manner.
- 7. Each student will receive a percentage grade for all work done on the clinic floor, manikin or patron, and grades are averaged weekly. Practical evaluations or exams are given to students at least twice during their training. The first evaluation or exam is given when students are ready to progress into the junior phase of their training. The second evaluation is given when a student is ready to progress into the senior phase of their training.
- 8. Practical Grading Criteria
  - A. Practical grades are determined by following textbook guidelines.
  - B. The following factors are considered when determining a practical or clinic grade;
    - a. Textbook procedures and preparations
    - b. Use of elements (balance, form, shape, etc.)
    - c. Speed
    - d. Technique & finished product
    - e. Amount of student hours

# **Satisfactory Academic Progress Policy**

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

Students attending Louisiana Academy of Beauty must maintain satisfactory progress in academics and attendance in order to remain on the active student roster, (and if eligible and applicable, to receive financial aid funding). These policies apply to all students (full or part time) for all courses offered by the institution.

In order to be considered as making satisfactory progress, the student must adhere to Academic (grading) and Attendance Policies of this school as hereinafter described:

# **Academic (Grading) Policy**

All grades are maintained on a cumulative basis for the entire length of the course. The grading system for theory and practical work is as follows:

# a. For the Cosmetology course:

Grading periods are at 450, 900, 1200 & 1500 scheduled hour intervals. The theory grade for each interval is derived by totaling points earned on all tests taken and other evaluations administered and dividing this total by the number of tests/evaluations since the beginning of the program to the established evaluation point.

## b. For the Cosmetology Instructor course:

Evaluations are administered at 375 and 750 scheduled hour intervals. The theory grade for each interval is derived by totaling points earned on all tests taken and other evaluations administered and dividing this total by the number of tests/evaluations during since the beginning of the program to the established evaluation point.

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

Total points earned
Total number of tests/evaluations
for course interval

Theory Grade

The Practical / Lab Grades for each interval is derived by the same method except that total scores earned on all practical / lab performance evaluations will be divided by total evaluations per interval to reach practical / lab grade.

Total points earned = Practical / Lab Grade

Total number of performance evaluations for interval period

The cumulative grade point average (GPA) will be figured as follows:

Theory Grade+ Practical/ Lab Grade+ Clinic Grade = GPA

- c. Evaluation factors will include, but are not limited to:
  - \_\_\_\_Theory test grades

\_\_\_\_Completion of workbook assignments

\_\_\_\_\_Assigned projects

Practical applications (including manikin and State board work

Clinic performance evaluations

(Course incomplete, repetition, and non-credit remedial courses do not apply to this school and have no effect on satisfactory progress standards).

d. Grading Policy: Grades are recorded as follows:

| 93%   | 100% | A | Excellent                              |
|-------|------|---|--|
| 85% - | 92%  | В | Very Good                              |
| 75% - | 84%  | C | Satisfactory                           |
| 74%   | 0%   | D | Unsatisfactory-Does NOT meet standards |

The students must maintain a 75% to be considered in satisfactory progress in academics.

Evaluations will determine if the student has met the mm1mum 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 expected to maintain a minimum attendance of 67% of the hours possible based on the applicable attendance schedule in order to be considered maintaining satisfactory attendance progress. "Available clock hours" are determined by actual hours the school operates in relation to each student's contracted hours of attendance. 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 67% 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 for Course Completion**

The maximum time frame for completion of any course will be one and one-half (1-1/2) times the contracted period for course length. "Course length" is defined as the period of time required to complete the course based upon the enrollment status and allowing no absences.

Example: Student contracts for the 1500-hour Cosmetology course. Contract states student will attend 30 hours per week and the contract period will be 50 weeks by 1.5 which equal 75 weeks.

The maximum time (which does not exceed 150% of the course length) allowed for students to complete each course at satisfactory academic progress is stated below:

| COURSE   | MAXIMUM TIME ALLOWED          |                                 |
|--|-------------------------------|---------------------------------|
| Cosmetology (Full time, 30 hrs./wk.) - 1500 Hours<br>Cosmetology (Part time, 24 hrs./wk.) - 1500 Hours                     | WEEKS<br>75 Weeks<br>94 Weeks | SCHEDULED HOURS<br>2250<br>2250 |
| Cosmetology Instructor (Full time, 30 hrs./wk.) - 750 Hours<br>Cosmetology Instructor (Part time, 24 hrs./wk.) - 750 Hours | 37.50<br>48 Weeks             | I 125<br>1125                   |

- 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 requirements or part- time students will be determined based on 67% 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 reasonable system of grades as determined by assigned academic learning. Students are assigned academic learning and a minimum number of practical experiences. Academic learning is evaluated after each unit of study. Practical assignments are evaluated as completed and counted toward course completion only when rated as satisfactory or better. If the performance does not meet satisfactory requirements, it is not counted and the performance must be repeated. At least two comprehensive practical skills evaluations will be conducted during the course of study. Practical skills are evaluated according to text procedures and set forth in practical skills evaluation criteria adopted by the school. Students must maintain a written grade average of 75% and pass a written and practical exam prior to graduation. Students must make up failed or missed tests and incomplete assignments. Numerical grades are considered according to the following scale:

93 - 100 EXCELLENT 85 - 92 VERY GOOD 75 - 84 SATISFACTORY 74 and BELOW UNSATISFACTORY

Evaluation periods for attendance and academic progress for the Cosmetology Course will be at 450, 900, 1200 & 1500 scheduled hour intervals; evaluations for Instructor Course are at 375 & 750 scheduled hours.

# **Determination Of Progress Status**

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory academic progress until the next scheduled evaluation. Students will sign the hard-copy of their Satisfactory Academic Progress Determination at the time of each of the evaluations. 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.

# Standards Of Satisfactory Academic Progress revised 7/1/12

In order to qualify for student aid under Title IV programs, a student must meet the standards of satisfactory academic progress. This probation applies equally to the academic standing and any financial aid participation, if applicable.

Students are evaluated SAP at the end of each payment period (450, 900, 1200, 1500 scheduled hour intervals for cosmetology and 375, 750 scheduled hour intervals for cosmetology instructor). Students must maintain a 75 percent cumulative grade point average and a 67 percent cumulative attendance rate of the scheduled hours.

## Warning

Students who fail to meet minimum requirements for attendance or academic progress are placed on warning and considered to be making satisfactory academic progress while during the warning period. The student will be advised in writing on the actions required

to attain satisfactory academic progress by the next evaluation. If at the end of the warning period, the student has still not met both the attendance and academic requirements, he/she may be placed on probation 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 warning period will be placed on probation and considered to be making satisfactory academic progress while during the probationary period, if the student appeals the decision, and prevails upon appeal. Additionally, only students who have the ability to meet the Satisfactory Academic Progress Policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making Satisfactory Academic Progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or by the academic plan, 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 warning or probationary period.

# Reestablishment of Title IV Eligibility

If the student's appeal is successful, the student will be able to continue on Financial Aid Probation for one payment period and will be eligible for financial aid. If the student does not meet SAP at the end of the financial aid probation period, the student will lose financial aid and may be terminated.

Notification: If a student fails to meet the minimum standards, he/she will be provided written

notice of his/her status and the consequences of the status.

# **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 he/she failed to meet satisfactory academic progress, what has changed about the student's situation that will allow them to achieve Satisfactory Academic Progress by the next evaluation point and reasons the decision should be reversed. 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 And Remedial Courses**

Noncredit and remedial courses 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.

### **Absentee Policy**

The following is a description of excused absences:

- 1) Any absence due to illness.
  - \*\*Student must bring a written doctor's excuse if illness exceeds three (3) days if doctor visits are frequent during a month.
- 2) Family Emergency.

Must be approved by director of school.

3) Legal Excuse.

Court appearance; jury duty.

The director of school RESERVES THE RIGHT TO DECIDE whether the reason for any other absence is excused or unexcused.

Students must clock in prior to start of scheduled classes. Class begins at 8:00, students that are not in class by 8:10 will not be allowed in class. You will not be allowed to clock in until the next scheduled class, which is at 10:00, in this instance you will be consider a "late student" and will need to provide a dr's excuse to be approved to clock in at 10:00 am. If you are not clocked in by 10:00 you will not be allowed to clock in until the next day. Excessive tardiness of 3 times will result in a one (1) day suspension.

Students must be present on Friday's and Day prior to and after Holiday's off. If you are not present or leave early on days required, you must have a doctor's excuse to return to school on Tuesday. If you do not have an excuse, you will not be able to return to school until Wednesday. Tuesday will be a 1-day suspension. Exceptions will be made only if the student request in writing at least 2 weeks prior based on past attendance record, whether they be excused. Any unexcused days before or after a holiday will result in a three (3) day suspension.

It is your responsibility to call the school on any day that you will not be attending. The call must be made directly to the director of school (do not leave a message with receptionist). Before 8:00 a.m. Failure to call in will result in an unexcused absence.

Any student absent for (14) consecutive calendar days will be automatically withdrawn from the school.

\*Each student upon enrollment is allowed 150 hours for absences which are stated on the contract. Any absences from school will be deducted from this complimentary absence allowance.

# **Tardy Policy**

It is your responsibility to be punctual. Class begins at 8:00, students that are not in class by 8:10 will not be allowed in class. You will not be allowed to clock in until the next scheduled class, which is at 10:00, in this instance you will be consider a "late student" and will need to provide a dr's excuse to be approved to clock in at 10:00 am. If you are not clocked in by 10:00 you will not be allowed to clock in until the next day. When students are tardy, they must fill out a tardy slip and have it signed by an instructor. If tardiness becomes excessive disciplinary actions may be taken.

# **Early Departure Policy**

If a student becomes ill after reporting to school, an early departure slip must be filled out and signed by a school official. Exceptions will be made only for unavoidable emergencies, and these exceptions will be determined by the director of the school.

# **Leave Of Absence Policy**

Revised 9/2019

Generally, only one leave of absence (maximum 60 days) may be granted to a student in a 12-month period. However, more than one leave of absence or an extension of the leave may be granted at the discretion of the Owner and/or Office Manager of Louisiana Academy of Beauty, for the limited well-documented cases due to unforeseen circumstances that are listed below. In this example, the beginning date of the approved LOA would be determined by the institution to be the first date the student was unable to attend the institution because of the accident. No combined leave of absence or extension of a 60 day leave of absence will be allowed that extends for more than 180 days.

Provided that the total days from both leaves do not exceed 180 days in any 12-month period, an institution may treat as an approved additional leave of absence or extension as follows:

- An additional leave of absence, if it does not exceed 30 days and the school determines that it is necessary due to unforeseen circumstances; this type of leave of absence would have to be subsequent to the granting of the single leave of absence, which is granted at the school's discretion; and
- Subsequent leaves of absences if the school documents that they are granted for jury duty, military reasons or circumstances covered under the Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3), enacted February 5, 1993.

The circumstances that are covered under the FMLA, as applied to students, are:

- Birth of a son or daughter of the student and the need to care for that son or daughter (for 12 months beginning from the date of the birth of the child);
- Placement of a son or daughter with the student for adoption or foster care (for 12 months beginning on the date of the placement):
- Need to care for the student's spouse, or a son, daughter or parent, if the spouse, son, daughter or parent has a serious health condition; and
- A serious health condition that makes the student unable to function as a student.

Two of the circumstances that are covered under the FMLA, birth and care of a child and adoption or foster care placement, are covered for up to 12 months for purposes of the FMLA. For purposes of the Title IV programs, this means a student may be granted an approved leave of absence for those circumstances, as long as:

- The entire leave of absence will occur during this 12-month period of time; and
- The total number of days of all leaves of absences for the student does not exceed 180 days in the 12-month period that began on the first day of the student's first leave of absence.

## Formal Policy:

A leave of absence request must be submitted in advance by a written with stated reason for leave, signed, and dated request form, unless unforeseen circumstances prevent the student from doing so. Additionally, there must be a reasonable expectation that the student will return from LOA. 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 leave of absence in advance. A school may grant a leave of absence to a student who did not provide the request prior to the leave of absence due to unforeseen circumstances if the school documents the reason for its decision and collects the request from the student at a later date. A student that is granted a LOA that meets these criteria is not considered to have withdrawn, an no refund calculation is required at this time.

## No additional charges

A leave of absence is a temporary break in the student's attendance. The contracted for completion date will be extended by the length of time for the leave of absence and no additional charges will be assessed during this temporary break. 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. Changes to the contract period on the enrollment agreement must be initialed by all parties and/or an addendum must be signed and dated by all parties.

## Completion of course work upon return

An approved leave of absence will permit the student to complete the coursework that he or she began prior to leave of absence. Therefore, when a student returns from leave of absence, the student must continue his or her education where he/she left off. Should a student be approved for a leave of absence during a probationary period, the probation status will continue when student returns to school. Only one (1) leave of absence (up to 60 days) is allowed in any 12-month period. A formal, written request by the student must be approved by the Administrator, with a copy maintained in student's file. The contracted for completion date will be extended by the length of time of an approved leave of absence. (No financial aid, if applicable, will be disbursed during a leave of absence).

Any student that is not maintaining the Satisfactory Attendance requirements, will not be granted a leave of absence. Should a student be approved for a leave of absence during a probationary period, the probation status will continue when student returns to school.

Any student that does not return from leave of absence by the expiration date of an approved LOA (or a student takes an unapproved LOA), the student will be terminated. The withdrawal date for the purpose of calculating a refund is the student's last date of attendance.

# **Return Of Title Iv, HEA Policy**

When you apply for financial aid, you signa statement that you will use the funds for educational purposes only. Therefore, if you withdraw before completing your program, a portion of the funds you received may have to be returned. Louisiana Academy of Beauty will calculate the amount of tuition to be returned to the Title IV, HEA, Higher Education Act (HEA) Federal fund programs according to the policies listed below.

This policy applies to students' who withdraw official, unofficially or fail to return from a leave of absence or dismissed from enrollment at Louisiana Academy of Beauty. It is separate and distinct from the Louisiana Academy of Beauty refund policy. (Refer to institutional refund policy)

The calculated amount of the Return of Title IV, HEA (R2T4) funds that are required for the students affected by this policy, are determined according to the following definitions and procedures as prescribed by regulations.

The amount of Title IV, HEA aid earned is based on the amount of time a student spent in academic attendance, and the total aid received; it has no relationship to student's incurred institutional charges. Because these requirements deal only with Title JV, HEA funds, the order of return of unearned funds do not include funds from sources other than the Title IV, HEA programs.

Title IV, HEA funds are awarded to the student under the assumption that he/she will attend school for the entire period for which the aid is awarded. When student withdraws, he/she may no longer be eligible for the full amount of Title TV, HEA funds that were originally scheduled to be received. Therefore, the amount of Federal funds earned must be determined. If the amount disbursed is greater than the amount earned, unearned funds must be returned.

The institution has 45 days from the date that the institution determines that the student withdrew to return all unearned funds for which it is responsible. The school is required to notify the student if they owe a repayment via written notice.

The school must advise the student or parent that they have 14 calendar days from the date that the school sent the notification to accept a post withdraw disbursement. If a response is not received from the student or parent within the allowed time frame or the student declines the funds, the school will return any earned funds that the school is holding to the Title IV, HEA programs.

## Treatment of Title IV, HEA Aid When a Student Withdraws

The law specifies how our school must determine the amount of Title IV, HEA program assistance that you earn if you withdraw from school. The Title IV, HEA programs that are covered by this law are: Federal Pell Grants, Iraq and Afghanistan Service Grants, TEACH Grants, Direct Loans, Direct PLUS Loans, Federal Supplemental Educational Opportunity Grants (FSEOGs), and Federal Perkins Loans.

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

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

### "Official" Withdrawal from the School

A student is considered to be "Officially" withdrawn on the date the student notifies the Financial Aid Director or School Director in writing of their intent to withdraw. The date of the termination for return and refund purposes will be the earliest of the following for official withdrawal:

- 1. Date student provided official notification of intent to withdraw, in writing or orally.
- 2. The date the student began the withdrawal from Louisiana Academy of Beauty records. A student is allowed to rescind his notification in writing and continue the program. If the student subsequently drops, the student's withdrawal date is the original date of notification of intent to withdraw.

Upon receipt of the official withdrawal information, Louisiana Academy of Beauty will complete the following:

- 1. Determine the student's last date of attendance as of the last recorded date of academic attendance on the school's attendance record;
- 2. Two calculations are performed:
  - a. The student's ledger card and attendance record are reviewed to determine the calculation of Return of Title IV, HEA funds the student has earned, and if any, the amount of Title IV, HEA funds for which the school is responsible. Returns made to the Federal Funds Account are calculated using the Department's Return of Title IV, HEA Funds Worksheets, scheduled attendance and are based upon the payment period.
  - b. Calculate the school's refund requirement (see school refund calculation):

- 3. The student's grade record will be updated to reflect his/her final grade.
- 4. Louisiana Academy of Beauty will return the amount for any unearned portion of the Title IV, HEA funds for which the school is responsible within 45 days of the date the official notice was provided.
- 5. The school will provide the student with a letter explaining the Title IV, HEA requirements:
  - a. The amount of Title IV, HEA assistance the student has earned. This amount is based upon the length of time the student was enrolled in the program based on scheduled attendance and the amount of funds the student received.
  - b. Any returns that will be made to the Title IV, HEA Federal program on the student's behalf as a result of exiting the program. If a student's scheduled attendance is more than 60% of the payment period, he/she is considered to have earned 100% of the Federal funds received for the payment period. In this case, no funds need to be returned to the Federal funds.
  - c. Advise the student of the amount of unearned Federal funds and tuition and fees that the student must return, if applicable.
- 6. Supply the student with ledger card record noting outstanding balance due to the school and the available methods of payment. A copy of the completed worksheet, check, letter and final ledger card will be kept in the student's file.

In the event a student decides to rescind his or her official notification to withdraw, the student must provide a signed and dated written statement that he/she is continuing his or her program of study, and intends to complete the payment period. Title IV, HEA assistance will continue as originally planned. If the student subsequently fails to attend or ceases attendance without completing the payment period, the student's withdrawal date is the original date of notification of intent to withdraw.

#### **Unofficial Withdrawal from School**

In the event that the school unofficially withdraws a student from school, the school Director and/or Admissions Director must complete the Withdrawal Form using the last date of attendance as the drop date.

Any student that does not provide official notification of his or her intent to withdraw and is absent for more than 14 consecutive calendar days, fails to maintain satisfactory academic progress, or fails to comply with the school's attendance and will be subject to termination and considered to have unofficially withdrawn.

Within 14 days of the student's last date of academic attendance, the following procedures will take place:

- 1. Determine and record the student's last date of attendance as the last recorded date of academic attendance on the attendance record;
- 2. The student's withdrawal date is determined as the date the day after 14 consecutive calendar days of absence;
- 3. Notify the student in writing of their failure to contact the

- school and attendance status resulting in the current termination of enrollment:
- 4. Louisiana Academy of Beauty, calculates the amount of Federal funds the student has earned, and, if any, the amount of Federal funds for which the school 1s responsible.
- 6. Calculate the school's refund requirement (see school refund calculation);
- 7. Louisiana Academy of Beauty, Financial Manager will return to the Federal fund programs any unearned portion of Title IV, HEA funds for which the school is responsible within 45 days of the date the withdrawal determination was made and note return on the student's ledger card.
- 8. If applicable, Louisiana Academy of Beauty, will provide the student with a R2T4 letter explaining Title IV, HEA requirements:
  - a) The amount of Title IV, HEA aid the student has earned based upon the length of time the student was enrolled and scheduled to attend in the program and the amount of aid the student received.
  - b) Advise the student in writing of the amount of unearned Title IV, HEA aid and tuition and fees that he/she must return, if applicable.
  - c) Supply the student with a final student ledger card showing outstanding balance due the school and the available methods of payment.
- 9. A copy of the completed worksheet, check, letter, and final ledger card will be kept in the student's file.

### **Post-Withdrawal Disbursement**

If you did not receive all of the funds that you earned, you may be due a post-withdrawal disbursement. If your post-withdrawal disbursement includes loan funds, your school must get your permission before it can disburse them. You may choose to decline some or all of the loan funds so that you don't incur additional debt. Your school may automatically use all or a portion of your post-withdrawal disbursement of grant funds for tuition, fees, and room and board charges (as contracted with the school).

The school needs your permission to use the post-withdrawal grant disbursement for all other school charges. If you do not give your permission, you will be offered the funds. However, it may be in your best interest to allow the school to keep the funds to reduce your debt at the school.

# **Disbursement Restrictions**

30 Day, first time, First Year Undergraduate Students

There are some Title IV, HEA funds that you were scheduled to receive that cannot be disbursed to you once you withdraw because of other eligibility requirements.

For example, if you are a first-time, first-year undergraduate student and you have not completed the first 30 days of your program before you withdraw, you will not receive any Direct Loan funds that you would have received had you remained enrolled past the 30th day.

# **Student and Institution Responsibilities**

If you receive (or your school or parent receive on your behalf) excess Title IV, HEA program funds that must be returned, your school must return a portion of the excess equal to the lesser of:

- 1. Your institutional charges multiplied by the unearned percentage of your funds, or
- 2. The entire amount of excess funds.

The school must return this amount even if it didn't keep this amount of your Title IV, HEA program funds.

# Institution Responsibilities in regards to return of Title IV, HEA funds Louisiana Academy of Beauty's responsibilities in regards to Title IV, HEA funds follow:

- Providing students information with information in this policy;
- Identifying students who are affected by this policy and completing the return of Title IV, HEA, funds calculation for those students;
- Returning any Title IV, HEA funds due to the correct Title IV, HEA programs.

The institution is not always required to return all of the excess funds; there are situations once the R2T4 calculations have been completed in which the student must return the unearned aid.

# **Student Responsibilities**

If your school is not required to return all of the excess funds, you must return the remaining amount.

Any loan funds that you must return, you (or your parent for a Direct PLUS Loan) repay in accordance with the terms of the promissory note. That is, you make scheduled payments to the holder of the loan over a period of time.

Any amount of unearned grant funds that you must return is called an overpayment. The maximum amount of a grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. You do not have to repay a grant overpayment if the original amount of the overpayment is \$50 or less. You must make arrangements with your school or the Department of Education to return the unearned grant funds

# Student Responsibilities in regards to return of Title IV, HEA funds

- Returning to the Title IV, HEA programs any funds that were dispersed to the student in which the student was determined to be ineligible for via the R2T4 calculation.
- Any notification of withdraw should be in writing and addressed to the appropriate institutional official.
- A student may rescind his or her notification of intent to withdraw. Submissions of intent to rescind a withdraw notice must be filed in writing.
- Either these notifications, to withdraw or rescind to withdraw must be made to the official records/registration personal at your school.

# Refund vs. Return to Title IV, HEA Program Funds

The requirements for Title IV, HEA program funds when you withdraw are separate from any refund policy that your school may have. Therefore, you may still owe funds to the school to cover unpaid institutional charges. Your school may also charge you for any Title IV, HEA program funds that the school was required to return. If you don't already know your school's refund policy, you should ask your school for a copy. Your school can also provide you with the requirements and procedures for officially withdrawing from school.

### Withdrawal Before 60%

The institution must perform a R2T4 to determine the amount of earned aid through the 60% point in each payment period or period of enrollment. The institution will use the Department of Education's prorate schedule to determine the amount of the R2T4 funds the student has earned at the time of withdraw.

### Withdrawal After 60%

After the 60% point in the payment period or period of enrollment, a student has earned 100% of the Title IV, HEA funds he or she was scheduled to receive during this period. The institution must still perform a R2T4 to determine the amount of aid that the student has earned.

Louisiana Academy of Beauty measures progress in Clock Hours, and uses the payment period for the period of calculation.

## The Calculation Formula

Determine the amount of Title IV, HEA aid that was disbursed plus Title IV, HEA aid that could have been disbursed.

Calculate the percentage of Title IV, HEA aid earned:

a) Divide the number of clock hours scheduled to be completed in the payment period as of the last date of attendance in the payment period by the total clock hours in the payment period.

# <u>HOURS SCHEDULED TO COMPLETE</u> TOTAL HOURS IN PERIOD = % EARNED

If this percentage is greater than 60%, the student earns 1 00%.

b) If this percent is less than or equal to 60%, proceeds with calculation.

Percentage earned from (multiplied by) Total aid disbursed, or could have been disbursed= AMOUNT STUDE T EARNED.

Subtract the Title *N*, HEA aid earned from the total disbursed = AMOUNT TO BE RETURNED.

100% minus percent earned = UNEARNED PERCENT

Unearned percent (multiplied by) total institutional charges for the period= AMOUNT DUE FROM THE SCHOOL.

If the percent of Title IV, HEA aid disbursed is greater than the percent unearned (multiplied by) institutional charges for the period, the amount disbursed will be used in place of the percent unearned.

If the percent unearned (multiplied by) institutional charges for the period are less than the amount due from the school, the student must return or repay one- half of the remaining unearned Federal Pell Grant.

Student is not required to return the overpayment if this amount is equal to or less than 50% of the total grant assistance that was disbursed /or could have been disbursed. The student is also not required to return an overpayment if the amount is \$50 or less.

Louisiana Academy of Beauty will issue a grant overpayment notice to student within 30 days from the date the school's determination, that student withdrew, giving student 45 days to either: Repay the overpayment in full to Louisiana Academy of Beauty or Sign a repayment agreement with the U.S. Department of Education.

#### **Order of Return**

Louisiana Academy of Beauty is authorized to return any excess funds after applying them to current outstanding Cost of Attendance (COA) charges. A copy of the Institutional R2T4 work sheet performed on your behalf is available through the office upon student request.

In accordance with Federal regulations, when Title IV, HEA financial aid is involved, the calculated amount of the R2T4 Funds" is allocated in the following order:

- Unsubsidized Direct Stafford loans (other than PLUS loans)
- Subsidized Direct Stafford loans
- Parent Plus loans
- Direct PLUS loans
- Federal Pell Grants for which a Return is required
- Iraq and Afghanistan Service Grant for which a Return is required
- Federal Supplemental Educational Opportunity Grant
- Other Title IV, HEA assistance
- State Tuition Assistance Grants (if applicable)
- Private and institutional aid
- The student

#### **Earned Aid**

Title IV, HEA aid is earned in a prorated manner on a per diem basis scheduled clock hours up to the 60% point in the payment period. Title IV, HEA aid is viewed as 100% earned after that point in time. A copy of the worksheet used for this calculation can be requested from the financial aid director.

### Time frame for returning an unclaimed Title IV, HEA credit balance

If a school attempts to disburse the credit balance by check and the check is not cashed, the school must return the funds no later than 240 days after the date the school issued the check.

If a check is returned to a school or an EFT is rejected, the school may make additional attempts to disburse the funds, provided that those attempts are made not later than 45 days after the funds were returned or rejected. When a check is returned or EFT is rejected and the school does not make another attempt to disburse the funds, the funds must be returned before the end of the initial 45-day period.

The school must cease all attempts to disburse the funds and return them no later than 240 days after the date it issued the first check.

# Over payment of Title IV, HEA Funds

Any amount of unearned grant funds that you must return is called overpayment. The amount of grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. You must make arrangement with Louisiana Academy of Beauty or Department of Education to return the amount of unearned grant funds.

#### Refund vs, Return to Title IV, HEA Funds

The requirements for the Title IV, HEA program funds when you withdraw are separate from any refund policy that Louisiana Academy of Beauty may have to return to you due to a cash credit balance. Therefore, you may still owe funds to the school to cover unpaid institutional charges. Louisiana Academy of Beauty may also charge you for any Title IV, HEA program funds that they were required to return on your behalf.

If you do not already know what Louisiana Academy of Beauty's refund policy is, you may ask your Schools Financial Planner for a copy.

# Return to Title IV. HEA questions?

If you have questions about your Title IV, HEA program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at **www.studentaid.gov.** 

\*This policy is subject to change at any time, and without prior notice.

### Withdrawal

A student who finds it necessary to withdraw from the course should begin the process by securing the proper form from the Business Office. To withdraw from the course, a student must:

- Complete a copy of the Drop Form
- Sign and date the Drop Form
- Schedule a meeting with Crystal Bihm

All tuition and fees must be paid in full within 30 days from the withdraw date unless other arrangements are made.

Students who stop attending but do not complete and submit a Drop Form may remain on the class roll until 14 calendar absences are obtained in which the student will be officially dropped on the 14<sup>th</sup> day. The student will then receive a courtesy notification to schedule a meeting with the Business Office to satisfy all withdrawal requirements.

# Refund Policy-Notice Of Cancellation

For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. The following policy will apply to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure. Any monies due the applicant or students shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

- An applicant is not accepted by the school. The applicant shall be entitled to a refund of all monies paid.
- 2 A student (or legal guardian) cancels his/her enrollment in writing within three business days of signing the enrollment agreement. In this case all monies collected by the school shall be refunded, regardless of whether or not the student has actually started classes.
- A student cancels his/her enrollment after three business days of signing the contract but prior to starting classes. In these cases, he/she shall be entitled to a refund of all monies paid to the school less the registration fee in the amount of \$175.
- 4 A student notifies the institution of his/her withdrawal in writing.
- 5 A student on an approved leave of absence notifies the school that he/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.
- 6 A student is expelled by the school. (Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 30 days.)
- In type 2, 3, 4 or 5, 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.

For students who enroll and begin classes but withdraw prior to course 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:

| Percent Of Scheduled Time Enrolled To Total | Total Tuition School Shall Receive/Retain |
|---|---|
| Course/Program                              | 20%                                       |
| 0.01% to 04.9%                              |   |
| 5% to 09.9%                                 | 30%                                       |
| 10%to 14.9%                                 | 40%                                       |
| 15% to 24.9%                                | 45%                                       |
| 25% to 49.9%                                | 70%                                       |
| 50% and over                                | 100%                                      |

- All refunds will be calculated based on the students last date of attendance. Any monies due 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 disabling illness or injury, death in the student's immediate family or other documented mitigating circumstances, a reasonable and fair refund settlement will be made. If permanently closed or no longer offering instruction after a student has enrolled, and instruction has begun, 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. If the course is canceled subsequent to a student's enrollment, and before instruction has begun, the school will either provide a full refund of all monies paid or completion of the course at a later time. If the course is cancelled after students have enrolled and instruction has begun, the school shall provide a pro rata refund for all students transferring to another school based on the hours accepted by the receiving school OR provide completion of the course OR participate in a Teach-Out Agreement OR provide a full refund of all monies paid.
- Students who withdraw or terminate prior to course completion are charged a cancellation or administrative fee of \$175.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (EG: extra kit materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in this enrollment agreement.

## **Disbursement And Refund Policy Of Title Iv Funds**

If a Title IV, HEA financial aid recipient withdraws prior to course completion, a calculation for return of Title IV, HEA funds will be completed and any applicable returns by the school shall be paid, as applicable:

- 1. Unsubsidized Direct Loan
- 2. Subsidized Direct Loan
- 3. Direct Plus Loan
- 4. Federal Pell Grants
- 5. Federal, State, private or institutional student financial assistance programs
- 6. Any remaining amount will be refunded to the student.

The school must return the unearned aid for which the school is responsible, by repaying funds to the above sources, in order, up to the total net amount disbursed from each source.

Effective July 1, 2006 for student whose withdrawal date is on or after 7-1-06; the refunds will be done on a scheduled hour's basis. It extended the date from 30 to 45 days the institution has to complete an R2T4 calculation and return Title IV funds for which it is responsible. This policy will calculate the amount of financial aid funds earned by the student during their enrollment.

The institution will calculate the amount of Title IV aid that was earned based on a payment period basis. Refunds will continue to be calculated by the enrollment period. The institution

#### will determine:

- 1. The Title IV aid is disbursed or that could have been disbursed.
- 2. The percentage of Title IV aid earned by the student.
- 3. The amount of Title IV aid earned by the student. The total Title IV aid to be disbursed or returned.
- 5. The amount of unearned Title IV aid to be returned by the school.
- 6. The amount of Title IV funds to be returned to each program by the school.
- 7. The initial amount of unearned Title IV funds to be returned by the student.
- 8. The amount of Title IV funds to be returned to each program by the student.

The student will be obligated for any tuition, fees, books, or equipment not covered by Title IV, HEA funds.

## **Teach Out Plan**

If the school closes permanently and ceases to offer instruction after students have enrolled, or if a course is cancelled after student has enrolled and instruction has begun, a teach out plan for students will be performed, by previous agreement, by an institution in the same Geographic area. The school shall provide individual notice to students if teach-out is necessary and diligently advertise such availability. The plan will offer the student a reasonable opportunity to complete the canceled courses of study at an institution with no business connection with the original institution, which offers a similar educational program. The institution shall not charge the students more than the original school would have been entitled for the period covered by the teach-out, and for which the student has not paid. If the student chooses not to take advantage of the teach-

out, he/she will be entitled to a pro-rata refund. A list of all students who were enrolled at the time of school closure including the amount of each pro-rata refund will be submitted to the appropriate officials.

# Make-Up Work Policy

Students may be granted the privilege of make-up work at the convenience of the school and with the permission of the Director. At the completion of the course, as determined by the scheduled graduation date on the enrollment agreement, students must have all

make-up work completed. At any time after the scheduled graduation date, the students will be charged the hourly rate listed on their enrollment agreement for hours needed to complete the course after subtracting allowed absences of 150 hours for cosmetology student's and 75 hours for cosmetology instructor student's. (Revised from 160 to 150 on 02/01/97).

## **State Examination**

After the completion of 1000 hours, students are required to take the theory part of the State Examination given by the Louisiana State Board of Cosmetology. At the completion of 1500 hours, Cosmetology students are required to take the practical exam. Applicants must take a manikin and other supplies with them to State Board for the practical exam. (List available at Louisiana Academy of Beauty). The instructor students are required to take written and practical exams in one day at the completion of their course. The cost of these test are \$158.00 for student instructors and \$158.00 for Cosmetology students.

## **Placement Service**

At approximately 150 hours prior to graduation student must meet with a staff member to complete pre-graduate placement form, interviews are scheduled with salons that students are interested in working in, and future placement areas are discussed. Students are to report back to the school with the results of their interviews.

Upon the successful completion of course, student may receive employment assistance and school will use its best efforts to successfully place student. However, student is advised that the law prohibits any school, college, etc., from guaranteeing placement as an inducement to enter school. Our school is often contacted by salons wishing to interview graduates regarding employment. All opportunities are posted on bulletin board.

# **Mediation Or Complaint Procedures**

Any student, teacher or interested party may file a complaint against the school. The complaint must be in writing.

- a. Mail to: Jennifer Cobb-Reed 550 East Laurel Avenue Eunice, LA or;
  - b. Email: Lahair1@bellsouth.net or;
  - c. Hand delivered in a sealed envelope to Crystal Bihm in the Business Office.
- 2. The written complaint must contain a clear outline of the specific nature of the allegation or complaint is required to try to solve the problem through the school's complaint process, before filing a complaint with the Louisiana State Board of Cosmetology or with the school's accrediting agency.
- 2. Within 10 days of the receipt of the written complaint, the complainant will then meet with Jennifer Cobb-Reed the owner and/or recording secretary of the school.
- 3. If the problem cannot be resolved after thorough evaluation has been completed, then the complaint will be referred to the school's complaint committee, written documentation of the meeting between the owner, secretary/treasurer and the complainant, will be provided at the time of the meeting.

Members of the school's complaint committee are:

Jennifer Cobb-Reed-Owner/President

Crystal Bihm- School Administrator

- 4. The institution's complaint committee will meet within 21 calendar days of receipt of the complaint and review the allegations.
- 5. If more information from the complainant is needed, a letter will be written outlining the additional information.
- 6. If no further information is needed, the complaint committee should act on the allegations and a letter should be sent within 15 calendar days, to the complainant, stating the steps that need to be taken to correct the problem or information to show that the allegations were not warranted or based on fact.
- 7. If the complainant wishes to pursue the matter further, they may contact the Cosmetology Board, or the school's accrediting agents. Student complaints relative to actions of school officials shall be addressed to the Louisiana State Board of Cosmetology, 11622 Sunbelt Court, Baton Rouge, LA 70893, only after the student has successfully attempted to resolve the matter with the school, after having first filed a written and signed complaint with the school's officials. A complaint form is available through each of the following agencies:

Louisiana State Board of Cosmetology 11622 Sunbelt Court Baton Rouge, LA 70809-0913 or National Accrediting Commission of Career Arts and Science (NACCAS) 4401 Ford Avenue Suite 1300 Alexandria, VA 22302

The Louisiana Academy of Beauty will maintain records of complaints through 2 accreditation cycles.

# Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with

respect to their education records. These rights include:

(1) The right to inspect and review the student's education records within 45 days of the day the school receives a request for access.

A student should submit to the Business Office a written request that identifies the record(s) the student wishes to inspect. The school official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.

(2) The right to request the amendment of the student's education records that the student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

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

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

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

The school discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by the School in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the School has contracted as its agent to provide a service instead of using School employees or officials (such as an attorney, auditor, or collection agent); a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the school.

[Optional] Upon request, the school also discloses education records without consent to

officials of another school in which a student seeks or intends to enroll. The school provides access to students and other school records to its accrediting agency.

[Note to School: FERPA requires an institution to make a reasonable attempt to notify each student of these disclosures unless the institution states in its annual notification that it intends to forward records on request.]

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202-5901

(NOTE: In addition, an institution may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.)

With the exception of school officials or instructors, Louisiana academy of beauty will maintain a record in each student's file listing the individuals who have had access to signature, the reason, and the date of access.

# **Campus Safety and Security Policy**

#### Introduction

This document has been designed to inform all students and employees about the school's safety and security procedures and policies. The annual disclosure document is done each year by contacting the local police department to compile the statistics used in the report. All crimes are reported based on the calendar year in which the crime was reported to local police agencies or to the School Administrative Office. The safety of our students and employees is an important concern of the school's administration. This document explains this school's policy regarding crime and accident prevention, public safety, criminal and accident reporting procedures, and fire safety. Read this document carefully and ask questions if you are uncertain. At orientation for new students and employees, as well as in October of each year, the students and employees are informed of the school's campus security report, procedures, and safety practices. We also review with students and employees the need to be responsible for their own security and safety at all times.

# **Definition Of Campus**

For the purposes of reporting campus crimes, the definition of the school's campus includes, Louisiana Academy of Beauty, located at 550 East Laurel Avenue Eunice, LA 70535 up to the cement parking lots directly in front and side of the building and over through the back parking lots where our staff and students park.

### **Crime & Accident Prevention**

The school does not assume liability for stolen property. Therefore, students and employees should always keep their personal belongings locked in the student lockers, which have been provided. The school encourages students and staff not to bring expensive jewelry, money, or other valuables into the school. The school reserves the right to prosecute any student or employee to the full extent of state and United States federal law for any criminal violation committed on the school premises. The school will take into consideration the specifics of any student who may be accused of a crime on a case-by-case basis, which may include suspension or termination from school. Criminal violations may include, but may not be limited to the following:

- Murder Rape Forcible sex offenses Non-forcible sex offenses Robbery/theft Simple or aggravated assault
- Unlawful consumption or possession of alcohol or other controlled or illegal substance Hate crime including larceny- theft, simple assault, intimidation, or vandalism Burglary There must be evidence of both trespass and intent to commit a felony or theft Larceny is the illegal taking and carrying away of personal property belonging to another person with the purpose of depriving the owner of its possession.

## Further preventative measures include:

- Students and/or employees shall not be permitted to consume illegal or controlled substances, including alcoholic beverages, during school hours on campus or at school sponsored functions.
- Louisiana Academy of Beauty bans the procession, use and sale of alcoholic beverages and illegal drugs.
- Students and/or employees must keep their property securely locked in the designated areas in order to prevent theft.
- Students and/or employees must park in the designated areas and should always keep their cars securely locked.
- Students and/or employees must never remain alone within the facility after closing without administrative approval. If approval has been given, the outside door must remain locked at ALL times, and the employee must not allow any unauthorized individual entrance. Students are not to be given permission to remain alone within the facility.
- Students and/or employees shall report hazardous conditions (i.e., faulty or broken equipment, water leaks, chemical spills, exposed electrical wires, etc.) to the Owner for immediate attention. No attempt to repair should be made by the student and/or employee.
- The Owner shall handle all such hazards with appropriate caution and expedience. Proper procedures may require the Owner to notify the appropriate agencies (i.e., the poison control center, the fire department, the power company, etc.)
- Damaged or dangerous structural conditions shall be reported to the Owner immediately.
- Students and/or employees should handle all equipment within the manufacturer's specifications. The school will not be responsible for accidents caused by the inappropriate or negligent use of any of its equipment.
- Students and/or employees shall not be permitted to use unauthorized equipment. The school will not accept liability for accidents involving unapproved equipment.
- Students and/or employees with unusual or serious health conditions are encouraged to report such conditions upon admission or employment. Arrangements must be made with his or her physician for appropriate preventative measures. All such conditions will be kept confidential among school management.

# **Criminal & Accident Reporting Procedures**

The school does not have individual campus security. All crimes are reported to the local police department for investigation and action. We encourage all students and employees to timely report all crimes to Jennifer Reed, the School Owner, who will promptly contact the local authorities to address the issue. Victims and witnesses are encouraged to report crimes, but it is solely on a voluntary basis. Louisiana Academy of Beauty will provide a written notification to students and employees about existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other applicable services for victims both within the school and in the community. On request, Louisiana Academy of Beauty will also provide a written notification to victims about options for, available assistance in, and how to request changes to academic, living, transportation, and working situations or protective measures if the victim requests them and if they are reasonably available, regardless of whether the victim chooses to report the crime to campus police or local law enforcement. If you need to seek professional help after having been a victim of a crime, contact the following counseling center:

Louisiana Victims Services (225)342-1056

https://doc.louisiana.gov/public-programs-resources/victim-services/

### In the event of a crime:

Remain calm and agreeable with the culprit(s) and do not attempt any heroic measures. Report all burglaries to Jennifer Reed, Crystal Bihm and/or the local police. When reporting a burglary or robbery, indicate the name and address of the school, give them your name, the date and time of the incident, indicate any injuries if known and indicate the number of suspects involved and any descriptive information.

#### In the event of larceny:

Remain calm and agreeable with those involved. Do not attempt to determine if any person is innocent or guilty. Report all larceny to Jennifer Reed, Crystal Bihm and/or the local police department for investigation. Indicate the name and address of the school, give them your name, the date and time of the incident, indicate any injuries if known and give the name(s) of those involved or any witnesses along with any descriptive information.

## In the event of an accident:

Report the event to Jennifer Reed or Crystal Bihm. The school Director will determine if emergency help is needed. If so, he or she will call the appropriate agency. Complete an accident report, including the cause, the name(s) of those involved, the date, the time, the circumstances, and the explanation of any witnesses. Report all information to the school director. If necessary, notify parents and family of the victim(s).

In the event of a general emergency within the school's premises, please notify the school's administration immediately and remain calm. The school's personnel are trained in emergency response and evacuation procedures. The school Director will determine whether a significant emergency exists by evaluating the situation and consulting with local police authorities. If the School Director is not available, contact the

Administration Office. If a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on campus exists in which students and staff are in danger, an immediate announcement will be made by the school Director who will notify the student body and staff of the emergency and the steps to follow. The safety of our students and staff is of the utmost importance to us. Police authorities will be contacted for assistance. Do not exit the building unless you have been directly instructed to do so. It may be safer to stay in the school in a lockdown mode. Please listen to all announcements from the school Director and follow the directions given; remain calm. The staff will direct you where to go in the event of an emergency in order to ensure your safety. The school will review its evacuation plans and procedures during the orientation on the first day of class or hire, as well as yearly with the student body and staff. The school will also conduct announced emergency response and evacuation tests annually in order for the staff and students to clearly understand the procedures. Students and staff are expected to be present on those days. Each test will be documented in the school's records as to the date, time, and whether it was an announced or unannounced test.

# **Emergency Procedures**

In an emergency, evacuation of the school should proceed as rapidly and safely as possible. The plan accounts for two scenarios of evacuation, which are:

- In-place evacuation: keeping students and staff members in place but securing the location for the emergency at hand.
- On-site evacuation: movement of students and staff members out of the building affected and relocation to another area near the school.

### Fire

- Evacuate the area of the fire. (Always stay low as smoke and heated gasses collect near the ceiling first.)
- Call 911, indicating the need for assistance from the fire department and law enforcement. Other communication networks should be identified and utilized in the event that the fire has caused the telephone system to become out of order.
- Evaluate the situation; determine quickly, if possible, the size, nature, and location of the fire within the facility. Upon the arrival of the fire department, the school Director shall establish contact with the senior fire department official and coordinate subsequent activities with him or her.
- Make certain that all students and staff members are accounted for and safe. Move to another location as required. A fire deemed in any way to be a threat to the safety of the students or the staff calls for evacuation to the outside area, away from the building.
- Any of the steps above may be done simultaneously as the number of staff members on duty permits. The decision not to follow any of these steps is justifiable only when there is certainty that there is no imminent danger.
- If the fire is small, any of the facility's fire extinguishers may be used to extinguish it, if the staff member has received proper training. Although there should be no hesitation regarding the use of fire extinguishers, the fighting of any fire by staff members should be undertaken only if there is no imminent danger.

## **Illness Or Injury**

#### Minor

- Treat with medical supplies on hand.
- Evaluate periodically to see if further medical attention is required.

#### Major

- Employ first aid techniques as trained, if needed.
- Contact 911 if immediate medical attention is required.
- If an illness or an injury requires a doctor's care, but emergency services are not required, the staff members should then arrange for transportation to the emergency room, clinic, or hospital.

### **Bomb Threats**

- Any bomb threat should be treated as real until proven otherwise.
- Unidentified or suspicious objects should be reported to the authorities.
- Evacuation should be to an outdoor area as far from the building as safely possible. The area to be evacuated should be searched quickly before evacuation.
- Upon arrival of law enforcement authorities, the facility director, or designee, will assist with the search (i.e., unlocking doors, identifying strange or suspicious objects, etc.)
- The appropriate authorities should be consulted prior to reentry into the building.

## **Utilities And Maintenance Emergencies A Gas Leak**

- If any staff member or student smells gas, act quickly.
- Open windows immediately.
- Call 911 and report the possible gas leak.
- Do not turn any electrical switches on OR off. Eliminate all flames.
- Check all gas taps and turn them off.
- If necessary, turn off the gas main. The shutoff valve is next to the meter.
- If the gas odor remains strong, evacuate the area immediately.
- Do not return to the building until the fire department announces it is safe.

## **Emergency Evacuation**

In the event of a fire, bomb threat, electrical, chemical, or other emergency that would require the evacuation of the building, all staff members should adhere to the following:

- Call 911, indicating the need for assistance from the local fire department and law enforcement.
- Make certain all students and staff members are accounted for and are safe.
- Evacuate all students and staff members to an area as far from the building as safely practical.
  - Adhere to predetermined evacuation routes, if possible; however, do not hesitate to adjust these routes to avoid dangerous areas.
  - All students and staff members with special needs are to be assisted as needed.
- Conduct a second head count for students and staff members.
- Notify the Owner as soon as possible.
- Do not approach or reenter the building until consultation with the proper authorities.

# **Tornado/Severe Weather Watches And Warning Procedures**

- The safe place designated by the school is the Wax/Facial Room and dispensary kitchen.
  - All students and staff will be moved to the designated location.
  - Maintain voice contact among staff members at all times. Make sure to conduct a head count before moving to a safe place, after arriving at a safe place, and after leaving the designated area.
- After there is absolute certainty that the storm has passed:
  - The staff members should conduct a head count.
  - Provide any necessary first aid and call 911 for any necessary response agencies, if needed.
  - Check the entire building for any damages such as fire, water, or structural.
  - Turn on and test utilities.
  - Notify the Owner as soon as possible with an update of conditions.
  - Notify any agents that services are needed.

The school encourages pastoral counselors and/or professional counselors, in instances where the student may need assistance in dealing with a particular situation, when appropriate. To avail yourself of this service, please contact Jennifer Reed, Owner, for assistance in obtaining help. We encourage students who may have been the victim of a crime to seek help. The counseling sessions are voluntary and confidential for the basis of inclusion in the annual disclosure of crime statistics.

# **Student Right To Know Policy**

All criminal activity and accidents that occur on the school premises must be reported to the School Administrative Office who must keep a confidential file on the circumstances surrounding each incident. The school Director must make the information available to the employees and students, although he or she will keep personal information, such as names, confidential. The school may withhold information if there is clear and convincing evidence that the release of the Information would jeopardize an ongoing criminal investigation or the safety of an individual; cause a suspect to flee or evade detection; or result in the destruction of evidence. The school will only withhold that information that would cause the adverse effect described. The school will disclose any information withheld once the adverse effect described is no longer likely to occur.

The school Director shall use the following procedures for informing students and employees of criminal activity and accidents:

- Each week during weekly announcements, a general account of any criminal activity that may have occurred will be given.
- Each week, a general account of any criminal incident and/or accident will be posted in the hall board for student access. Confidential information will not be available.
- A confidential file will be kept that describes each accident and criminal incident in detail. The file must include dates, times, names, extenuating circumstances, agencies notified, etc.
- During the announcements, emphasis will be placed on accident and crime prevention.
- Statistics regarding the incidence of rape, burglary, drug violations, motor vehicle theft, murder, and simple or aggravated assaults that occurred within the institution will be available to any and all students and/or employees upon request.
- Statistics concerning the number of arrests for on-campus crimes of murder, forcible and non-forcible sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, liquor law violations, drug law violations, illegal weapon possessions, arson, negligent manslaughter, and non-negligent manslaughter during the most recent 3-year reporting period are listed.
- The school will identify where on campus the crime occurred, such as in the school building, in front of the school, or in the parking lot.

## Louisiana Academy of Beauty 550 East Laurel Avenue Eunice, LA 70535 Crime Statistics

Effective 10/1/2024

|      | Race  | Gender   | Religion | Sex  | Ethnicity | Disability | On-  | Non-   | Public   |
|------|---|--|----------|------|-----------|------------|--|--------|----------|
|      |   |  |          |      |           |            | Campus   | Campus | Property |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2022 |   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      | -   | _  |          | _    |           | _          |  | -      | 0        |
| 2023 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      | -   |  | _        |      |           |            |  | -      | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      |   |  |          |      |           |            |  | _      | 0        |
|      | -   |  | _        |      |           |            |  |        | 0        |
| 2023 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2023 |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         |            | 0  | 0      | 0        |
| 2023 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      | _   |  | -        | -    |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        |          |
|      |   |  |          |      |           |            |  |        | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2023 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
| 2023 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
| 2021 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
|      |   |  |          |      |           |            |  |        | 0        |
| 2022 | 0   | 0  | 0        | 0    | 0         | 0          | 0  | 0      | 0        |
| -    | -   | _  |          |      | -         | -          |  |        | -        |
|      |   |  |          |      |           |            |  |        |          |
|      | 2022 2023 2021 2022 2023 | 2021 0 2022 0 2023 0 | 2021     | 2021 | 2021      | Color      | Control   Cont | Campus | Campus   |

When listing crimes committed on the school campus, we will use the FBI's UCR program and the Hierarchy Rule when more than one offense was committed during a single incident. If arson is committed, the school will always record the arson in its statistics, regardless of whether or not it occurs in the same incident as another crime. If rape, fondling, incest, or statutory rape occurs in the same incident as murder, the school will record both the sex offense and the murder in its statistics. The school will also compile the crime statistics for murder, and non-negligent manslaughter, negligent manslaughter, rape, robbery, aggravated assault, burglary, motor vehicle theft, arson, liquor law violations, drug law violations, and Illegal weapons possession using the definitions of those crimes from the Summary Reporting System User Manual from the FBI's UCR Program.

- The school will separately report any hate crimes by category of prejudice and by type of crime, if any are reported during the reporting period.
- The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. Attempted larcenies are included.
- To unlawfully place another person in reasonable fear of bodily harm through the use of threatening words and/ or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.
- To willfully or maliciously destroy, damage, deface, or otherwise injure real or personal property without the consent of the owner or the person having custody or control of it.

An incident must meet three conditions to be classified as a burglary. First, there must be evidence of unlawful entry (trespass). Both forcible entry and unlawful entry — no force are counted. Second, the unlawful entry must occur within a structure, which is defined as having four walls, a roof, and a door. Finally, the unlawful entry into a structure must show evidence that the entry was made in order to commit a felony or theft. If the intent was not to commit a felony or theft, or if the intent cannot be determined, the proper classification is larceny. The following number of students was referred to campus disciplinary action for the following violations:

| Violation                  | Number of Incidents |
|----------------------------|---------------------|
| Liquor Law Violations      | 0                   |
| Drug Law Violations        | 0                   |
| Illegal Weapons Possession | 0                   |

For information regarding drug or alcohol-abuse education programs, as required under the Drug-Free Schools and Communities Act of 1989, please refer to our Drug-Free Workplace Policy that may be obtained from our Administrative Office.

There were O\_\_\_crimes of murder, forcible rape, non-forcible rape, or aggravated assault that show evidence of prejudice based on race, gender, religion, sexual orientation, disability, or ethnicity as prescribed by the Hate Crime Statistics Act (28 U.S.C. 534) on the school's campus or on public property immediately surrounding the school's campus.

The school monitors and records any criminal activity that takes place at a school event off campus. Each of these events is supervised by teachers and staff of the school.

#### **Sex Offenders Registry**

In accordance with the Violent Crime Control and Law Enforcement Act of 1994 (42 U.S.C. § 14071(j)), and the Adam Walsh Child Protection and Safety Act of 2006, we are notifying you that you can obtain information concerning registered sex offenders by visiting www.familywatchdog.us for a list of registered offenders near the school premises.

#### **Violence Against Women Act**

This document has been designed to inform all students and employees of the Violence Against Women Act and outlines Louisiana Academy of Beauty's commitment to the health and safety of its students and employees. The school strictly prohibits any student or staff member from engaging in any crime outlined under the Violence Against Women Act and is committed to taking the necessary steps to investigate any allegations of wrongdoing. This annual disclosure document is done each year by contacting the local police department to compile the statistics used in the report. Victims or witnesses to a crime on the school premises may report the crime to the School Director/Campus Security Coordinator on a confidential basis for inclusion into the in the annual disclosure of crime statistics. This document explains the institution's policy regarding crime prevention, public safety, and criminal reporting procedures. This document will be provided to all prospective students, as well as be reviewed with all students during orientation and with staff at the time of hire. The school will provide training in October of each year when the new statistics are available. The training promotes awareness and prevention of rape, acquaintance rape, domestic violence, dating violence, sexual assault, stalking, and the prevention of crime, as well as gives options for reducing the risk of such offenses occurring, the warning signs of abusive behavior, and how to avoid potential attacks. Please read this document carefully and ask questions if you are uncertain. The school's Campus Security Coordinator is Crystal Bihm. we have partnered with Milady to offer our students free of charge the Rise Certification. The Milady RISE Certification in Well-Being & Safety covers practical infection control standards while raising awareness in the areas of domestic abuse and human trafficking. Louisiana Academy of Beauty is committed to making your school a safe place.

#### What is domestic violence?

<u>Federal Definition:</u> A felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred. For the purposes of complying with the requirements of this regulation, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

<sup>(1)</sup> According to The State of Louisiana R.S. 14:353, "Domestic abuse" is defined as:

<sup>(2)</sup> the infliction of fear of imminent physical harm, bodily injury, or assault; or

<sup>(3)</sup> terroristic threats, criminal sexual conduct, or interference with an emergency call.

There must be a certain relationship between the parties for the Court to issue an Order regarding Domestic Abuse. Spouses, former spouses, parents and children, people related by blood, unmarried couples, people who have

lived together in the past, people who have a common child together or any people involved in a significant romantic and intimate relationship are all individuals who are subject to the Domestic Abuse Act.

National Domestic Violence Hotline: 1-800-799-7233

#### **Procedures for Victims of Domestic Violence**

If a student or staff member is a victim of domestic violence, inform the victim that he or she has the option to notify the appropriate law enforcement authorities, including the local police and for medical assistance. If the victim wants the School Director/Campus Security Coordinator to notify the authorities, he or she will call (911) for medical assistance and to alert the police. The School Director/Campus Security Coordinator and a representative from the police department will guide the victim through the available options and support the victim in his or her decision, including where applicable, restraining orders, orders for protection, no-contact orders, or similar lawful orders issued by a criminal or civil court.

The school and police strongly advocate that a victim of domestic violence report the incident in a timely manner. Time is a critical factor for evidence collection and preservation. Filing a police report will ensure that a victim receives the necessary medical treatment and tests, at no expense to the victim; and it provides the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later. It is important to preserve evidence for the proof of a criminal offense, so do not disturb the area surrounding the incident.

The student or staff member can file a complaint with the School Director/Campus Security Coordinator. The complaint should outline all details of the event and include a list of any witnesses or documentation to help support the allegations of domestic violence. The complaint should be filed as soon as possible after the occurrence of domestic violence has taken place.

If a student or employee is a victim of domestic violence, the school will make available to the student a leave of absence or opportunity to drop and reenroll at a later date without incurring any additional charges or penalties. The school's Financial Aid Director will meet with the victim to discuss his or her options regarding loan repayment or financial aid options. These, as well as other options will be provided to the alleged victim in writing, regardless of whether or not the victim chooses to report the crime to the police or file a complaint with the school; please notify the School Director/ Campus Security Coordinator in person at 550 East Laurel Avenue Eunice, LA or by e-mail at Lahair2@bellsouth.net of such a request for accommodation.

#### What is sexual assault?

<u>Federal Definition:</u> Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault is an offense that meets the definition of rape, fondling, incest, or statutory rape. Rape is the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim. Fondling is the touching of the private parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his or her age or because of his or her temporary or permanent mental incapacity. Incest is the sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law. Statutory rape is sexual intercourse with a person who is under the statutory age of consent.

Local Jurisdiction Definition: Sexual violence is the use of sexual actions and words that are unwanted by and/or harmful to another person. Sexual violence is **violence using sex.** Sometimes the terms "sexual abuse" and "sexual assault" are used to refer to sexual violence. Sexual assault under Louisiana law can refer to rape.

National Sexual Assault Hotline: 1-800-656-4673

#### **Procedures for Victims of Sexual Assault**

If a student or staff member is a victim of sexual assault, inform the victim that he or she has the option to notify the appropriate law enforcement authorities, including the local police and for medical assistance. If the victim wants the School Director/Campus Security Coordinator to notify the authorities, he or she will call (911) for medical assistance and to alert the police. The School Director/Campus Security Coordinator and a representative from the police department will guide the victim through the available options and support the victim in his or her decision, including

where applicable, restraining orders, orders for protection, no-contact orders, or similar lawful orders issued by a criminal or civil court.

The school and police strongly advocate that a victim of sexual assault report the incident in a timely manner. Time is a critical factor for evidence collection and preservation. Filing a police report will ensure that a victim receives the necessary medical treatment and tests, at no expense to the victim; and it provides the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later. It is important to preserve evidence for the proof of a criminal offense, so do not disturb the area surrounding the incident. A student or staff member can file a complaint with the School Director/Campus Security Coordinator. The complaint should outline all details of the event and include a list of any witnesses or documentation to help support the allegations of sexual assault. The complaint should be filed as soon as possible after the occurrence of sexual assault has taken place.

If a student or employee is a victim of sexual assault, the school will make available to the student a leave of absence or opportunity to drop and reenroll at a later date without incurring any additional charges or penalties. The school's Financial Aid Director will meet with the victim to discuss his or her options regarding loan repayment or financial aid options. These, as well as other options will be provided to the alleged victim in writing, regardless of whether or not the victim chooses to report the crime to the police or file a complaint with the school; please notify the School Director/Campus Security Coordinator

in person at 550 East Laurel Avenue Eunice, LA or by e-mail <u>Lahair2@bellsouth.net</u> of such a request for accommodation.

#### What is dating violence?

Federal Definition: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence. For the purposes of complying with the requirements of section § 668.41, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

<u>Local Jurisdiction Definition:</u> Unwanted, coerced and/or forced sexual penetration that occurs between people who are known to each other. This relationship may be a dating relationship, a blind date or "hook up." They may know one another well or only briefly. The issue is not identifying who the perpetrator is; it is rather identifying how force or coercion is manifested.

National Teen Dating Abuse Hotline: 1-866-331-9474

#### **Procedures for Victims of Dating Violence**

If a student or staff member is a victim of dating violence, inform the victim that he or she has the option to notify the appropriate law enforcement authorities, including the local police and for medical assistance. If the victim wants the School Director/Campus Security Coordinator to notify the authorities, he or she will call (911) for medical assistance and to alert the police. The School Director/Campus Security Coordinator and a representative from the police department will guide the victim through the available options and support the victim in his or her decision, including where applicable, restraining orders, orders for protection, no contact orders, or similar lawful orders issued by a criminal or civil court.

The school and police strongly advocate that a victim of dating violence report the incident in a timely manner. Time is a critical factor for evidence collection and preservation. Filing a police report will ensure that a victim receives the necessary medical treatment and tests, at no expense to the victim; and it provides the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later. It is important to preserve evidence for the proof of a criminal offense, so do not disturb the area surrounding the incident.

A student or staff member can file a complaint with the School Director/Campus Security Coordinator. The complaint should outline all details of the event and include a list of any witnesses or documentation to help support the allegations of dating violence. The complaint should be filed as soon as possible after the occurrence of dating violence has taken place.

If a student or employee is a victim of dating violence, the school will make available to the student a leave of absence or opportunity to drop and reenroll at a later date without incurring any additional charges or penalties. The school's Financial Aid Director will meet

with the victim to discuss his or her options regarding loan repayment or financial aid options. These, as well as other options will be provided to the alleged victim in writing, regardless of whether or not the victim chooses to report the crime to the police or file a complaint with the school; please notify the School Director/Campus Security Coordinator in person at 1428 N McMillan Street Worthington, MN or by e-mail at avalonschool@vastbb.net of such a request for accommodation.

#### What is stalking?

<u>Federal Definition:</u> Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress. For the purposes of this definition, course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveys,

threatens, or communicates to or about a person, or interferes with a person's property. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim. Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily lead to professional treatment or counseling. For the purposes of complying with the requirements of this regulation, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

Local Jurisdiction Definition: Stalking is defined primarily by state statute and while statutes vary, stalking is usually understood as a pattern of conduct that places a person in fear for their safety. The term "stalking" is commonly used to describe patterns of behaviors or acts

vary, stalking is usually understood as a pattern of conduct that places a person in fear for their safety. The term "stalking" is commonly used to describe patterns of behaviors or acts used by a person to harass, threaten, or intimidate another. The variety of behaviors displayed by stalkers is limited only by the creativity of the stalkers themselves.

If you feel you are being stalked and in immediate danger, call 911 for assistance.

#### **Procedures for Victims of Stalking**

If a student or staff member is a victim of stalking, inform the victim that he or she has the option to notify the appropriate law enforcement authorities, including the local police and for medical assistance. If the victim wants the School Director/Campus Security Coordinator to notify the authorities, he or she will call (911) for medical assistance if needed and/or to alert the police. The School Director/Campus Security Coordinator and a representative from the police department will guide the victim through the available options and support the victim in his or her decision, including where applicable, restraining orders, orders for protection, no contact orders, or similar lawful orders issued by a criminal or civil court. The school and police strongly advocate that a victim of stalking report the incident in a timely manner. Time is a critical factor for evidence collection and preservation. Filing a police report will ensure that a victim receives the necessary medical treatment and tests, if needed, at no expense to the victim; and it provides the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later. It is important to preserve evidence for the proof of a criminal offense. A student or staff member can file a complaint with the School Director/Campus Security Coordinator. The complaint should outline all details of the event and include a list of any witnesses or documentation to help support the allegations of stalking. The complaint should be filed as soon as possible after the occurrence of stalking

has taken place.

If a student or employee is a victim of stalking, the school will make available to the student a leave of absence or opportunity to drop and reenroll at a later date without incurring any additional charges or penalties. The school's Financial Aid Director will meet with the victim to discuss his or her options regarding loan repayment or financial aid options. These, as well as other options will be provided to the alleged victim in writing, regardless of whether or not the victim chooses to report the crime to the police or file a complaint with the school; please notify the School Director/Campus Security Coordinator in person at 550 East Laurel Avenue Eunice, LA or by e-mail Lahair2@bellsouth.net of such a request for accommodation.

#### What is rape?

<u>Federal Definition</u>: Rape is the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

#### Local Jurisdiction Definition:

A. Rape is the act of anal, oral, or vaginal sexual intercourse with a male or female person committed without the person's lawful consent. B. Emission is not necessary, and any sexual penetration, when the rape involves vaginal or anal intercourse, whether the penetration is accomplished using the genitals of the offender or victim or using any instrumentality and however slight, is sufficient to complete the crime. C. For purposes of this Subpart, "oral sexual intercourse" means the intentional engaging in any of the following acts with another person: (1) The touching of the anus or genitals of the victim by the offender using the mouth or tongue of the offender. (2) The touching of the anus or genitals of the offender by the victim using the mouth or tongue of the victim. D. For purposes of this Subpart, "anal sexual intercourse" and "vaginal sexual intercourse" mean the intentional engaging in any of the following acts with another person: (1) The penetration of the victim's anus or vagina by the offender using the genitals of the offender. (2) The penetration of the offender's anus or vagina by the victim using the genitals of the victim. (3) The penetration of the victim's anus or vagina by the offender using any instrumentality, except that normal medical treatment or normal sanitary care shall not be construed as sexual intercourse under the provisions of this Section. (4) The penetration of the offender's anus or vagina by the victim using any instrumentality except that normal medical treatment or normal sanitary care shall not be construed as sexual intercourse under the provisions of this Section.

#### **Procedures for Victims of Rape**

If a student or staff member is a victim of rape, inform the victim that he or she has the option to notify the appropriate law enforcement authorities, including the local police and for medical assistance. If the victim wants the School Director/Campus Security Coordinator to notify the authorities, he or she will call (911) for medical assistance and to alert the police. The School Director/Campus Security Coordinator and a representative from the police department will guide the victim through the available options and support the victim in his or her decision, including where applicable, restraining orders, orders for protection, no contact orders, or similar lawful orders issued by a criminal or civil court. The school and police strongly advocate that a victim of rape report the incident in a timely manner. Time is a critical factor for evidence collection and preservation. Filing a police report will ensure that a victim receives the necessary medical treatment and tests, at no expense to the victim; and it provides the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later. It is important to preserve evidence for the proof of a criminal offense, so do not disturb the area surrounding the incident. A student or staff member can file a complaint with the School Director/Campus Security Coordinator. The complaint should outline all details of the event and include a list of any witnesses or documentation to help support the allegations of rape. The complaint should be filed as soon as possible after the occurrence of rape has taken place.

If a student or employee is a victim of rape, the school will make available to the student a leave of absence or opportunity to drop and reenroll at a later date without incurring any additional charges or penalties. The school's Financial Aid Director will meet with the victim to discuss his or her options regarding loan repayment or financial aid options. These, as well as other options will be provided to the alleged victim in writing, regardless of whether or not the victim chooses to report the crime to the police or file a complaint with the school; please notify the School Director/Campus Security Coordinator in person at 550 East Laurel Avenue Eunice, LA or by e-mail Lahair2@bellsouth.net of such a request for accommodation.

#### **Hearing Process**

If a student is alleged to having committed a crime, that student will have the right to a prompt, fair, and impartial investigation and hearing before the School Director/Campus Security Coordinator. The standard of evidence in this case requires clear and convincing evidence that the incident more than likely occurred. The school's policy is to investigate the allegations and conduct a hearing within thirty days of receiving the complaint. If necessary, the school's investigative team may need additional time in order to properly conduct a review of the alleged incident and to come to a fair conclusion; however, the school will make every effort to expedite the review process. If an extension of time is needed to conduct the investigation and hearing for good cause, the school will send a written notification to the accuser and the accused of the delay and the reason for the delay.

The proceedings will be conducted in a manner that is consistent with the school's policies and is transparent to the accuser and accused, which includes timely notice of meetings at which the accuser or accused, or both, may be present; provides timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings; and that will be conducted by school

officials who do not have a conflict of interest or bias for or against the accuser or the accused. The appropriate school officials will meet upon the conclusion of the hearing to discuss the facts of the complaint and to render a decision. Both the accuser and the accused will simultaneously be informed in writing of the outcome and any institutional disciplinary proceeding, the opportunity for appeal and the notification of the outcome of any appeal before the results become final, and when the results of the proceedings become final. The results include any initial, interim, or final decision by the school regarding any sanctions imposed, as well as the rationale for the results and any sanctions. In accordance with the Violence Against Women Act, the school is required to publish the results of the hearing(s); however, the names of the individuals involved will be withheld. A student found guilty of violating the school's rape policy could be criminally prosecuted in the state courts and may be placed on probation, suspended, or expelled from the school for the first offense. Any information obtained during the school's investigation process will be shared with any parallel law enforcement investigation upon receipt of a court subpoena of the school's records.

The school will protect the confidentiality of the victim(s) in accordance with the law. In some cases, the school may need to disclose some information about a victim to a third party to provide necessary accommodations or protective measures. The school will only disclose information that is necessary to provide the accommodations or protective measures requested and will carefully consider who may have access to this information to minimize the risk to a

victim's confidentiality. The school will inform the victim before sharing personally identifiable information about him or her and only if it is necessary to provide an accommodation or protective measure. Compliance with these provisions of the Violence Against Women Act does not constitute a violation of Section 444 of the General Education Provision Act (20U.S.C. 1232g), commonly referred to as the Family Education Rights to Privacy Act of 1974 (FERPA). Any student or employee who reports to the school that he or she has been a victim of rape, whether the offense occurred on or off campus, shall be provided with a written explanation of the student's or employee's rights and options. No officer, employee, or agent of the school shall retaliate, intimidate, threaten, coerce, or otherwise discriminate against any individual for exercising his or her rights or responsibilities under any provision of the Violence Against Women Act.

#### **Campus Security**

The school does not have individual campus security. All crimes are reported to the local police department for investigation and action on school premises or vicinity. We encourage all students and employees to timely report all crimes to the School Director/Campus Security Coordinator, who will promptly contact the local authorities to address the issue. Victims and witnesses are encouraged to report crimes, but it is solely on a voluntary basis. If you are a witness to the crime, contact 911 for immediate assistance, and, if you feel it is safe to intervene on behalf of the victim, do so in the presence of others, if possible, or call out to the perpetrator that you have contacted the police and indicate that they are on their way; do not put yourself in danger as well.

If you are a victim of a sexual assault, domestic violence, dating violence, or stalking at this institution or off the school premises, your first priority should be to get to a place of safety. You should then obtain necessary medical treatment.

In the event of a rape or sexual violence on campus:

- Remain calm.
- Calm the victim; notify the School Director/Campus Security Coordinator.
- Inform the victim that he or she has the option to notify the appropriate law enforcement authorities, including the local police and for medical assistance. If the victim wants the School Director/Campus Security Coordinator to notify the authorities, he or she will call (911) for medical assistance and to alert the police. The School Director/Campus Security Coordinator and a representative from the police department will guide the victim through the available options and support the victim in his or her decision, including where applicable, restraining orders, orders for protection, no-contact orders, or similar lawful orders issued by a criminal or civil court. If a victim chooses not to file a policy report at the time of the incident, we recommend that the victim use a forensic nurse, who would conduct a forensic examination to preserve evidence in case the victim seeks to file criminal charges or obtain a restraining order at a later date. If the victim chooses to use a forensic examination, it does not require him or her to subsequently file a police report. Please contact the School Director/Campus Security Coordinator for information on where to obtain the services of a forensic nurse.
- The school encourages victims of sex offenses to seek professional counseling. The school will suggest that the victim contact a counselor specifically trained in the area of sexual assault, domestic violence, dating violence, stalking, and crisis intervention, as well as health, mental health, victim advocacy and legal assistance. If you need to seek professional help or pastoral counselors after having been a victim of a rape, sexual assault, domestic violence, or dating violence, you can contact the School Director/Campus Security Coordinator or contact one of the following counseling centers:

# Louisiana Foundation Against Sexual Assault (LaFasa) https://www.lafasa.org/225-372-8995

The school educates the student community about sexual assaults and date rape through mandatory orientation. The police department offers sexual assault education and informational programs to students and employees. Literature on date rape education, risk reduction, and the school's response are available through the School Director/Campus Security Coordinator.

#### **Reporting Crime to the School Community**

In accordance with the Clery Act, schools must provide timely warnings in response to crimes that pose a continuing threat to the school campus. These warnings must be provided in a manner that is timely and that will aid in the prevention of similar crimes. Under the regulations, schools must not disclose the names and personally identifying information of victims when issuing a timely warning. However, in some cases to provide an effective timely warning, a school may need to provide information from which an individual might deduce the identity of the victim. The school will take each incident on a case-by-case basis and will take all necessary steps to protect the identity of the victim whenever possible.

Any records of the incident will be maintained by the School Director/Campus Security Coordinator. Only staff members who need to know will be apprised of the name(s) of the victim(s). The school is required to publish each year statistics for certain crimes that are reported to the school authorities or local police agencies, including incidents of sexual assault, domestic violence, dating violence, and stalking; however, the report only includes incidents and not the names or identifiable information about the victim(s).

All reported crimes must be reported. If the school has any crimes that were determined to be unfounded, the school must disclose that information. A school may not withhold, or subsequently remove, a reported crime from its crime statistics based on a decision by a court, coroner, jury, prosecutor, or other similar non- campus official. Only a sworn or commissioned law enforcement personnel may "unfound" a crime report for purposes of reporting under this section. The recovery of stolen property, the low value of stolen property, the refusal of the victim to cooperate with the prosecution, and the failure to make an arrest do not "unfound" a crime report. The school will retain any documentation that would support the "unfound" report of a crime for review by the U.S. Department of Education. Crimes reported must indicate whether the crime was on campus, in a non-campus building or property, or on public property. When recording reports of stalking that include activities in more than one calendar year, the school will record a crime statistic for each year in which the course of conduct is reported to the local police or to the School Director/Campus Security Coordinator. The school will record each report of stalking as occurring at only the first location within the institution's Clery geography in which a perpetrator engaged in the stalking course of conduct or when the victim first became aware of the stalking. The statistics do not require the identification of the victim or the person accused of committing the crime.

All designated Campus Security Coordinators will go through the Campus Safety and Security Reporting Training Module each year to stay abreast of changes to the regulations. Other interested individuals can access information about the crime report at: <a href="https://ope.ed.gov/campussafety/#/">https://ope.ed.gov/campussafety/#/</a>.

The institution will, upon written request, disclose to the alleged victim of a crime of violence (as that term is defined in Section 16 of Title 18, United States Code), or a non-forcible sex offense, the report on the results of any disciplinary proceeding conducted by such institution against a student who is the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of such crime or offense, the next of kin of such victim shall be treated as the alleged victim for purposes of this paragraph.

The Louisiana Academy of Beauty has partnered with the Milady Rise program. This certification is well-being & safety brings awareness to domestic violence and human trafficking. All enrolled students will receive this course for free.

#### **Drug And Alcohol Policies**

#### Statement with Regard to the Illegal Use of Drugs and Alcohol:

The Institution prohibits the manufacture, use, or distribution of alcohol and illicit drugs by students and employees on its property or at any school activity. Any violation will result in appropriate disciplinary action and may result in legal action.

The Institution is committed to creating and maintaining a campus environment that is free of drug, alcohol, and substance abuse, and that complies with Louisiana state and local laws. The illegal possession, us or distribution of drugs or alcohol by students, staff, and faculty members is a violation of the Institution's rules as well as Federal and State laws.

The Institution views the abuse of alcohol and legal drugs and the use and/or abuse of illicit drugs or prescription medications as being contrary and harmful to the pursuit of career education and the realization of one's full potential as a student and member of this community. Accordingly, the Institution takes very seriously its obligations to address the issue of substance abuse.

Not only does substance and alcohol abuse have profound effects on the physical, emotional and social viability of the abuser, the legal sanctions that may result from the possession, consumption and distribution of illicit drugs and alcohol can be similarly, if not more, profound.

#### Health Risk Associated with Illicit Drug Use and Alcohol Use

Below are summaries of the health risks and the signs and symptoms associated with illicit drug use and alcohol use. This is an overview and not a complete list. Each individual will experience the drug in a different was depending on individual characteristics such as body size, sex, and other physical and psychological factors. (Source of drug-related information: National Institute on Drug Abuse).

<u>Tolerance:</u> Development of body or tissue resistance to the effects of a chemical so that larger doses are required to reproduce the original effect.

<u>Withdrawal:</u> Physical or emotional signs of discomfort related to the discontinued use of a substance.

<u>Psychological Dependence:</u> A tendency for repeated or compulsive use of an agent because it effects are considered pleasurable or satisfying.

<u>Physical Dependence:</u> Adaptation of body tissue to the continued presence of a chemical.

#### <u>Alcohol</u>

Alcohol is a central nervous system depressant that alters a variety of activities in the brain. When used to excess, it can produce anesthesia, coma, respiratory depression, and death. Signs of overdose: may include cold, clammy, pale or bruised skin, abnormal slow breathing, unconsciousness and vomiting while sleeping or passed out.

# \*Immediate medical attention should be sought for anyone exhibiting these symptoms.

#### Marijuana

Marijuana can produce stimulant, depressant, and/or hallucinogenic effects depending on the dose. The actual chemical ingredient is tetrahydrocannabinol (THC). Marijuana raises the heart rate, lowers blood pressure, and causes reddening of the eyes. Health risks: lung damage, impaired memory and concentration, problems with motivation, and effects on fertility. Long-term use can result in a withdrawal syndrome characterized by irritability, depression, sleep disturbances, and decreased appetite.

#### Cocaine and Crack

Cocaine and its derivative Crack produce dilated pupils and elevated blood pressure, heart rate, respiratory rate, and body temperature. They may also cause insomnia, loss of appetite, hallucinations, paranoia, seizure and death.

# Prescription Drugs and Pain Medications

#### Opioids

These drugs are often prescribed for pain. Among those that fall in this class-sometimes referred to as narcotics-are Loratab, morphine, codeine, oxycodone (OxyContin); and hydrocodone (Vicodin). Opioids can affect regions of the brain that mediate what we perceive. Combining with other substances such as alcohol, antihistamines, or barbiturates could cause respiratory depression or death.

#### Central Nervous System (CNS) Depressants

These drugs slow down normal brain function and are used to treat anxiety and sleep disorders. In high doses, these depressants came become general anesthetics. CNS depressants can be divided into two categories;

- -Barbiturates, used to treat anxiety, tension and sleep disorders, and;
- -Benzodiazepines, such as Valium, Librium, and Xanax prescribed for anxiety, acute stress reactions, panic attacks and sleep disorders. The effects of the drugs can combine to fatally slow breathing and heart rate.

#### **Stimulants**

Stimulants are a class of drugs that enhance brain activity- they cause an increase in alertness, attention, and energy that is accompanied by increases in blood pressure, heart rate, and respiration. Stimulants are prescribed for treating only a few health conditions, including narcolepsy, ADHD, and depression. Taking high doses could result in irregular heart-beat, dangerously high body temperature, and/or cardiovascular failure or lethal seizures.

#### Over the Counter Drugs

Diet Pills, Dextromethorphan (DXM) and dietary supplements are among those substances that can be misused and abused. Abuse of DXM, found in some cough medicines, can cause mental confusion and excitement, respiratory depression, hallucinations, and possible psychosis.

#### Methamphetamine

Meth is an addictive stimulant drug. Street Meth is referred to by many names, such as "speed," "ice," "crystal," or "glass." Effects include increased physical activity, increased respiration, hyperthermia, irritability, insomnia, confusion, tremors, convulsions, anxiety paranoia, and aggressiveness. It can result in cardiovascular collapse and death.

#### Steroids

Anabolic-androgenic steroids are man-made substances related to male sex hormones. They are used to treat conditions when the body produces abnormally low amounts of testosterone. Steroids are also used to treat body wasting in patients with AIDS and other diseases that result in loss of lean muscle. Effects of this drug include aggression, extreme mood swings, including manic-like violence, paranoia, jealousy,

and delusions. Major side effects of abusing anabolic steroids can cause liver tumors and cancer, jaundice, high blood pressure, kidney tumors, severe acne, and trembling.

#### Club Drugs

Ecstasy ("X"), Rohypnol ("roofies"), GHB ("date rape drug"), and Ketamine ("special K") are among the drugs used by young adults who participate in a nightclub, bar, rave, or trance scene. These drugs are predominately central nervous system depressant and are abused for intoxicating highs, euphoria, and increased stamina. Use of these drugs may cause blurred vision, fainting, chills or sweating, delirium, impaired motor function, depression, potential fatal respiratory problems and death.

#### Inhalants

Inhalants are breathable chemical vapors that produce psychoactive effects. Inhalants fall into the following categories:

<u>Solvents:</u> Industrial or household products (paint thinner, degreaser, gasoline, and glue); art or office supplies (correction fluid, felt-tip-marker fluid, and electronic contact cleaners;

<u>Gases or aerosol propellants:</u> Used in household or commercial products, including butane lighters and propane tanks, whipping cream dispensers (whippets), and refrigerants, paints, hair or deodorant sprays.

\*Any prescribed medications that must be taken while on school premises, must have doctor's written orders.

# Sanctions that will be imposed on Students and Employees for Violations of the Drug and Alcohol Policy

In addition to policies and practices that emphasize concern for the welfare of individuals, the Institution also recognizes the importance of maintaining the safety and well-being of the community as a whole. The school therefore adheres to the following guidelines concerning possession, use, or distribution of drugs or alcohol.

- 1. The unlawful possession, use, or distribution will not be tolerated on school premises.
- 2. Upon finding evidence of the unlawful possession, use, or distribution on its premises by any student or faculty, the Institution will take appropriate disciplinary action, including, but not limited to, probation, suspension, or expulsion.
- 3. Consistent with policies set forth in the Louisiana Academy of Beauty Employee Handbook, the School will take disciplinary action, up to and including discharge, against any member or staff found to be unlawfully using, possessing or distributing drugs on school premises.

Faculty, staff, and students should also be aware that, in addition to sanctions set forth by LOUISIANA ACADEMY OF BEAUTY, they may be subject to criminal prosecution under Federal and State Laws that specify fines or imprisonment or loss of Federal financial student aid for conviction of drugrelated offenses. Where appropriate or necessary, LOUISIANA ACADEMY OF BEAUTY will cooperate fully with law enforcement agencies.

\*Any prescribed medications that must be taken while on school premises, must have doctor's written orders.

# **Louisiana Legal Sanctions and Penalties**

The penalties for drug crimes in Louisiana range from fines to jail time. Sentencing guidelines vary depending on the type of drug, the amount found, aggravating elements like the presence of guns and many other facts surrounding each case. Do not rely on Google or friends with "similar" cases for answers to legal questions about your specific criminal case. If you have or a loved one has been charged with a crime, contact an experienced criminal defense attorney.

First, let's cover how controlled dangerous substances (CDS) are classified. Louisiana follows federal guidelines on the scheduling of drugs. Controlled substances are categorized by schedule, with the schedule I being the most serious.

# SCHEDULE II SCHEDULE III SCHEDULE III SCHEDULE III ADDICATON POTENTIAL FOR ABUSE POTENTIAL FOR ABUSE POTENTIAL FOR ADDICATON Marijuana, Heroin, LSD, marijuana, ecstasy, peyste High Risk Vicedin, cocaine, methamphetamine, methadone, hydromorphone (Disaudis, meperidine (Demerois, Address) Moderate Risk \* Has medicinal use but is highly regulated SCHEDULE IV Xanax, Soma, Ambien, Tramadoi, Valium SOURCE worw, dea, gov

#### Schedule I

According to the United States Drug Enforcement Agency, Schedule I drugs have the highest potential for abuse and dependence with no medicinal qualities. Heroin, LSD, marijuana, ecstasy and peyote are classified as Schedule I drugs.

#### Schedule II

Schedule II drugs have a high potential for abuse and dependence with some medicinal qualities. Examples of Schedule II drugs are combination products with less than 15 milligrams of hydrocodone per dosage unit (Vicodin), cocaine, methamphetamine, methadone, hydromorphone (Dilaudid), meperidine (Demerol), oxycodone (OxyContin), fentanyl, Dexedrine, Adderall, and Ritalin.

#### Schedule III

The U.S. DEA defines schedule III drugs, substances, or chemicals as drugs with a moderate to low potential for physical and psychological dependence. Some examples of Schedule III drugs are products containing less than 90 milligrams of codeine per dosage unit (Tylenol with codeine), ketamine, anabolic steroids, and testosterone.

#### Schedule IV

Schedule IV drugs, substances, or chemicals are defined as drugs with a low potential for abuse and dependence. Some examples of Schedule IV drugs are Xanax, Soma, Darvon, Darvocet, Valium, Ativan, Talwin, Ambien, and Tramadol.

#### Marijuana

Marijuana is classified as a Schedule I drug in Louisiana, which means it has been deemed as having no accepted medical use and has a high potential for abuse.

#### Possession of Marijuana

Louisiana has decriminalized possession of marijuana to some extent, resulting in no jail time for someone caught with less than 14 grams. New Orleans and Shreveport issue misdemeanor summons for simple possession, as opposed to arresting suspects and bringing them to jail.

However, possession of marijuana with an aggregate weight of more than 14 grams may carry significant fines or jail time.

#### **First Offense:**

up to 6 months in jail and/or up to a \$500.00 fine.

#### **Second Offense:**

Imprisonment with or without hard labor for up to 5 years and/or up to a \$2,000 fine.

#### **Third Offense:**

Imprisonment with or without hard labor for up to 20 years.

#### **Fourth Offense:**

Imprisonment at hard labor for 5 - 40 years plus \$50,000 - \$1,000,000 fine

#### Manufacture and/or Distribution of Marijuana

Under Louisiana and federal law, possession of marijuana with intent to distribute is a felony. Intent to distribute is determined by evidence and facts of the case. A large amount of a controlled substance, cash, scales, or packaging are a few examples of evidence that police may use to arrest you for possession with intent to distribute.

#### Possession of Heroin

Possession of heroin is a felony punishable by imprisonment with hard labor for 4-10 years without probation or suspension of sentence and a fine of up to \$5,000.

#### Manufacture/Distribution of Heroin

If you are charged with manufacturing or distributing heroin, you may face a jail sentence of 5-40 years with a fine of up to \$50,000.

If the offender unlawfully distributes or dispenses heroin or a mixture or substance containing a detectable amount of heroin or its analogues, which is the direct cause of serious bodily injury to the person who ingested or consumed the substance, the offense shall be classified as a crime of violence, and the offender shall be imprisoned at hard labor for not less than five years nor more than forty years. At least five years of the sentence of imprisonment shall be imposed without benefit of probation, parole, or suspension of sentence. In addition, the offender may be required to pay a fine of not more than fifty thousand dollars.

#### Possession of Cocaine

Any amount of cocaine is illegal in Louisiana. Penalties for possession of cocaine depend on the amount of powdered or cooked cocaine seized.

Less than 28 grams - Up to 5 years in prison with or without hard labor and a fine of up to \$5,000. 28 - 200 grams - 10-60 years with or without hard labor and up to \$150,000 in fines.

200-400 grams - Possession of 200 or more grams of cocaine is a felony in Louisiana and is punishable by 20-60 years of hard labor and up to \$350,000 in fines.

Over 400 grams - 30-60 years of hard labor and up to \$600,000 fines.

Manufacture/Distribution of Cocaine

A cocaine distribution conviction is punishable by a jail sentence of 5-30 years with hard labor and a potential fine of up to \$50,000. If the perpetrator is older than 25 and convicted of selling to minors, life imprisonment is likely.

A cocaine manufacturing conviction is punishable by a jail sentence of 40-99 years with hard labor without parole or suspension with a fine of up to \$500,000.

#### Possession of Methamphetamine

In Louisiana, possession of methamphetamine is punishable by imprisonment with or without hard labor for 5 - 30 years and a fine of up to \$600,000. Possession of large amounts often results in increased penalties.

Manufacture/Distribution of Amphetamine, Methamphetamine or other Schedule II stimulants Manufacturing of methamphetamine is punishable by imprisonment at hard labor for 10-30 years and a fine of up to \$500,000.

Distribution of methamphetamine is punishable by imprisonment for 2-30 years and a fine of up to \$50,000.

Creation or operation of a clandestine laboratory for the unlawful manufacture of a controlled dangerous substance

If you are convicted of creating a clandestine lab in Louisiana, you could face a jail sentence of 5-15 years and a fine of up to \$25,000.

Creation or operation of a clandestine laboratory for the unlawful manufacture of a controlled dangerous substance is any of the following:

- (1) The purchase, sale, distribution, or possession of any material, compound, mixture, preparation, supplies, equipment, or structure with the intent that it be used for the unlawful manufacture of a controlled dangerous substance.
- (2) The transportation or arranging for the transportation of any material, compound, mixture, preparation, supplies, or equipment with the intent that such material, compound, mixture, preparation, supplies, or equipment be used for the unlawful manufacture of a controlled dangerous substance.
- (3) The distribution of any material, compound, mixture, preparation, equipment, supplies, or products, which material, compound, mixture, preparation, equipment, supplies, or products have been used in, or produced by, the unlawful manufacture of a controlled dangerous substance.
- (4) The disposal of any material, compound, mixture, preparation, equipment, supplies, products, or byproducts, which material, compound, mixture, preparation, equipment, supplies, products, or byproducts have been used in, or produced by, the unlawful manufacture of a controlled dangerous substance.

#### Possession of Fentanyl

All criminal charges involving fentanyl are felonies in Louisiana. Like many other drug possession charges, the sentencing ranges depend on the amount possessed.

Less than 2 grams: 2-4 years in prison

2-28 grams: 2-10 years in prison

28 grams or more: The charge becomes possession with intent to distribute, which carries 5-40 years at hard labor.

#### Distribution of Fentanyl

Distribution of fentanyl is a felony in Louisiana that carries a sentence of 5-40 years at hard labor. Louisiana cracked down even harder on the distribution of fentanyl in 2022 with the passage of Millie's Law, which states that if a person unlawfully distributes heroin or fentanyl, or a mixture containing either, which is the direct cause of serious bodily injury, they face a prison sentence of five to 40 years. At least five of the years of the sentence must be served without the benefit of probation, parole or suspension of sentence. There could also be a fine of up to \$50,000. The offense is also now classified as a crime of violence.

#### Possession of Ecstasy (MDMA)

Possession of ecstasy is punishable by imprisonment at hard labor for up to 10 years and a fine of up to \$500.00

#### Manufacture/Distribution of ecstasy (MDMA)

A conviction of manufacture or distribution of ecstasy is punishable by imprisonment at hard labor for 5 - 30 years and a fine of up to \$50,000.

#### Possession of PCP

Phencyclidine, also known as "angel dust" is a hallucinogenic typically known as PCP. In Louisiana, possession of PCP is punishable by imprisonment with or without hard labor for up to 5 years and a fine of up to \$5,000.

#### Manufacture/Distribution of PCP

The manufacture or distribution of Phencyclidine is considered a felony in Louisiana. If you are convicted of manufacturing or distributing PCP in Louisiana, you may face imprisonment at hard labor for 2 - 30 years and may pay a fine of up to \$50,000.

#### Possession of GHB

Possession of Gamma Hydroxybutyric Acid (GHB) and other depressants listed as Schedule II CDS is punishable by imprisonment with or without hard labor for no less than 5 years with a maximum sentence of 30 years and a fine of up to \$5000 for possession of more than 28 grams but less than 200 grams. There are increased penalties for possessing large amounts of GHB.

Possession of 200 - 400 grams is a felony in Louisiana punishable by no less than 10 years in prison at hard labor with a maximum sentence of 30 years and a fine of up to \$350,000.

Possession of 400 grams or more of GHB is punishable by no less than 15 years in prison at hard labor with a maximum sentence of 30 years and a fine of up to \$600,000.

#### Possession of Adderall

Possession of any prescription drug without a valid prescription is illegal. In Louisiana, possession of Adderall or Ritalin without a proper prescription is a felony. Adderall is classified as a Schedule II controlled dangerous substance (CDS) because it is a type of amphetamine. Adderall and Ritalin are often prescribed by physicians to treat certain psychological disorders.

If you are convicted of possession of Adderall, Ritalin or other stimulants classified as a Schedule II CDS, you may face imprisonment with or without hard labor for 5 - 30 years and a fine of up to \$600,000. There are increased penalties for possessing large amounts.

Felony Drug Possession

Possession of any of the following is generally considered a felony:

Heroin, cocaine, ecstasy, hallucinogens, codeine, morphine, methamphetamine, GHB, barbituates, benzodiazepine or

**PCP** 

#### Possession of Drug Paraphernalia

Drug paraphernalia is any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, processing preparing, concealing, packaging, storing, ingesting or otherwise introducing into the human body a controlled dangerous substance.

Possession of drug paraphernalia includes pipes, grinders, scales, hypodermic needles, burnt spoons, pipes, baggies and more. In Louisiana, possession of drug paraphernalia is a misdemeanor, except upon a third offense, which is a felony.

If it is shown that the object with you is used solely in taking in these illegal drugs or operating illegal drug distribution, police may charge you with a crime, whether there were drugs nearby or not. However, the prosecution will have to prove that these objects were used in handling illicit drugs to convict you.

#### Tobacco and Vapor Products "Vapes"

It is unlawful for any person under the age of twenty-one to be sold any tobacco product, alternative nicotine product, or vapor product. A person who violates the provisions of this section by selling, buying or possessing alternative nicotine products, or vapor products shall be fined not more than fifty dollars for the first violation. The penalties for subsequent violations shall be a fine of not more than one hundred dollars for the second violation, a fine of not more than two hundred fifty dollars for the third violation, and a fine of not more than four hundred dollars for any violation thereafter.

#### Alcohol

Purchase and public possession of alcoholic beverages; exceptions; penalties

- A. It is unlawful for any person under twenty-one years of age to purchase or have public possession of any alcoholic beverage.
- B.(1) Whoever violates the provisions of this Section shall be fined not more than one hundred dollars.
- (2) Any person apprehended while violating the provisions of this Section shall be issued a citation by the apprehending law enforcement officer, which shall be paid in the same manner as provided for the offenders of local traffic violations. A citation issued by a law enforcement officer for such violation shall not be included on the person's criminal history record.
- (3) In addition to the penalties provided in Paragraph (1) of this Subsection, the driver's license of any person violating the provisions of this Section may be suspended upon conviction, plea of guilty, or nolo contendere for a period of one hundred eighty days. Upon conviction, plea of guilty, or nolo contendere, the court shall surrender the driver's license to the Department of Public Safety and Corrections for suspension in accordance with the provisions of this Section. Upon first conviction, the court may issue an order which authorizes the department to issue a restricted driver's license upon a demonstration to the court that a hardship would result from being unable to drive to school or work. Such restrictions shall be determined by the court.

#### **Standards Of Conduct**

The Louisiana Academy of Beauty community must adhere to a code of conduct that recognizes the unlawful manufacture, sale, deliver, unauthorized possession, or use of any drug is prohibited on property owned or otherwise controlled by Louisiana Academy of Beauty. If an individual associated with the institution is apprehended for violating any drug or alcohol related law when on Institution property, or participating in an Institution activity, the Institution will fully support and cooperate with federal and state law enforcement agencies. Underage possession and/or consumption of alcoholic beverages are not permitted on the property owned or controlled by the institution.

Also, intentionally or knowingly selling or intentionally or knowingly furnishing alcoholic beverages to persons under 21 is not permitted on property owned or controlled by the institution.

#### Federal Financial Aid Penalties for Drug Violations

Federal guidelines focus strongly on drug use and distribution. The Higher Education Opportunity Act (HEOA) states students convicted for a drug violation while receiving financial aid can be denied Federal Financial aid for a specific period in addition to other legal penalties. Federal financial aid includes

- Federal Pell Grant
- Federal Stafford Direct Loan (DL) Program
- Federal Stafford Parent Loan Program (PLUS)

#### **Penalties For Drug Convictions**

Possession of Illegal Drugs:

- First Offense: Loss of eligibility for Federal financial aid for one year from date of conviction.
- Second Offense: Loss of eligibility for Federal financial aid for two years from date of conviction.
- Third and Subsequent Offenses: Indefinite eligibility for federal financial aid, from date of conviction.

#### Sale of Illegal Drugs:

- First Offense: Loss of eligibility for Federal financial aid for two years from date of conviction.
- Second and Subsequent Offenses: Indefinite ineligibility for federal financial aid from date of conviction.

For federal drug penalties visit <a href="https://www.law.cornell.edu/uscode/text/21/841">https://www.law.cornell.edu/uscode/text/21/841</a>

#### How to regain Eligibility

Students can regain eligibility for Federal student aid funds upon successful completion of a qualified drug rehabilitation program that must:

- Include at least two unannounced drug tests AND
- Have received or be qualified to receive funds directly or indirectly under a Federal, State, or local government program.

#### Free Application for Federal Student Aid (FAFSA)

Question 23 on the FAFSA asks students if they have been convicted of a drug-related offense. Failure to answer the question automatically disqualifies students from receiving Federal financial aid. Answering this question falsely could result in fines up to \$20,000, imprisonment, or both.

#### **Convictions during Enrollment**

Federal regulations require enrolled students convicted of a drug offense after receiving Federal financial aid, to notify Financial Aid Services immediately, become ineligible for further Federal financial aid, and repay Federal financial aid received after the conviction.

#### **Treatment and Counseling**

The Louisiana Academy of Beauty has numerous community resources available for the counseling, treatment, and rehabilitation for its students and employees. Below is a list of available programs and their objectives.

- 1. Acadiana Alcoholics Anonymous- Central Office 115 Leonie Street Lafayette, LA. (337)991-0830 <a href="www.aa-acadiana.org">www.aa-acadiana.org</a> Objective: To provide recovery for alcoholics. Meetings available:
  - Northwest Community Center Eunice Thursdays at 8:00 p.m. Richie Church Richie, LA Friday at 6:30 pm.
- 2. Lafayette Al-Anon/Al-ateen Services 103 Old Maurice Rd, Lafayette, LA (337) 233-1626 <a href="www.la-al-anon.org">www.la-al-anon.org</a> Meetings in the Acadian Region. See website or call for schedule. Objective: To provide recovery and support to families and friends of alcoholics, whether the alcoholic is still drinking or not.
- 3. Office of Behavioral Health Centers:

Crowley Addictive Disorders 121 East Street Crowley (337) 788-7515 Opelousas Addictive Disorders 514 N. Court St Opelousas (337) 948-0228 Ville Platte Addictive Disorders 414 W. Cotton St Ville Platte (337) 363-6869 Allen Parish Addictive Disorders 111 North 13<sup>th</sup> Str Oakdale (318) 335-3578

#### **Constitution And Citizenship Day (September 17th)**

Institutions must comply with the "Consolidated Appropriations Act, 2005," which states that "each educational institution that receives Federal funds for a fiscal year shall hold and educational program on the U.S. Constitution on September 1 of such year for the students served by the educational institution."

The National Archives has a website with a scan of the U.S. Constitution available at: www.archives.gov/national archives experience/charters/constituion.html.

#### **Net Price Calculator**

Effective October 29, 2011, the institution must make available on the institution's website, its Net Price Calculator. Net price calculator is available at: http://www.laacademyofbeauty.com/1464502.html

#### **U.S. Voter Registration**

Students may visit their local post office to obtain required Voter Registration form and necessary requirements outline by their state or downloadable version at: <a href="https://voterportal.sos.la.gov/VoterRegistration">https://voterportal.sos.la.gov/VoterRegistration</a>

## Copyright Infringments And Peer-To-Peer (P2p) File Sharing Policy

The issue of P2P file sharing is receiving increasing attention in the U.S. and around the world. P2P file sharing is not itself illegal. However, it is often sued for unauthorized downloading and uploading of copyright-protected material such as music, movies, video games, computer software and photographs, which activities can trigger civil and criminal liabilities. Several courts have determined that substantial P2P file sharing of copyright protected works generally does not fall within the fair use defense.

P2P applications are also considered a significant security risk because they use direct communications between computers (or 'peers') to share or transfer data by doing so exposes the network to a number of risks.

Security flaws in P2P applications may provide attackers with ways to crash computers, access confidential information, or infect the entire network. In addition, can consume large amounts of bandwidth that are reserved for academic and administrative purposes.

For these reasons, the unauthorized distribution of copyrighted material, including peer-to-peer file sharing (P2P), is prohibited on the campus network at the Institution. Firewalls have been established and will be maintained that block the ports by which P2P information travels. Through this method of technical enforcement, the school strives to preserve the integrity of our network at all times.

Any student found using campus computers or the campus network to illegally download and/or upload copyright-protected material is in violation of this policy and is subject to administrative sanctions up to and including dismissal from school. Students may also be subject to civil and criminal liabilities.

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.

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 attorney's fees. For details, see Title 17, United States Code, 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 U.S. Copyright Office at www.222.copyright.gov.

#### **Retention Of Records**

All record of student's file are kept by Louisiana Academy of Beauty for 5 years. Hard copies are kept in storage in the Business Office. All records are also kept in the computer. The SMART Records Management system runs a back-up every day. These records are retained under the School Privacy Act.

# Disclaimer Notification To All Students And Applicants For Admission

The provisions of this *Campus Catalog* do not constitute a contract between the Louisiana Academy of Beauty and the student. It reflects the general nature and conditions concerning the educational services of the campus in effect at this time. Any tuition, charges, or costs required by a program are subject to change at any time without notice. All courses, programs, and activities described in this Campus Catalog are subject to cancellation or termination by the school Board of Supervisors at any time. The academic regulations and degree requirements are subject to revision during the effective period of the *Campus Catalog to* reflect changes in Board policies, occupational and licensure requirements, and other changes related to the quality of the program. The faculty listed in the Catalog is the regular, full-time and part-time faculty of this campus. Other faculty may be appointed, depending on the instructional needs of the campuses in the region. The Louisiana Academy of Beauty System hereby expressly disclaims any warranty or representation that any program or class completed by a student will enable the student to successfully complete or pass any specific examinations for any program, degree, or occupational license.