

# **Consumer Disclosures**

# **Academic Program Information**

Agencies and government bodies that approve Esteem Academy:

National Accrediting Commission of Career Arts & Sciences (NACCAS)

3015 Colvin Street Alexandria, VA 22314 1-703-600-7600

## **Utah Division of Occupational & Professional Licensing**

1st Floor Lobby 160 East 300 South Salt Lake City, Utah 84111 1-801-530-6628

All school licenses are available for review near the school entrance on the South East wall. The school accreditation document is available upon request.

## **Admissions Policy**

Esteem Academy of Beauty operates on an open enrollment basis. New classes begin approximately every 8-weeks. These dates are subject to change based on enrollment and facility circumstances.

# **Calendar and Schedule**

Esteem Academy of Beauty will be closed on the following holidays:

New Year's Day

Easter Weekend (Friday-Saturday)

Memorial Day
Independence Day
Pioneer Day
Labor Day

Thanksgiving Weekend (Thursday-Saturday)
Winter Break (December 23 -Jan 2)

School Hours of Operation:

 Monday
 9:00am - 5:00pm

 Tuesday
 9:00am - 9:30pm

 Wednesday
 9:00am - 9:30pm

 Thursday
 9:00am - 9:30pm

 Friday
 9:00am - 5:00pm

 Saturday
 9:00am - 5:00pm

 Sunday
 Closed

Students are required to attend school every Monday – Saturday according to their schedule on their Enrollment Agreement. Monday's we may also be used for continuing education classes, make-up classes, specialty classes, etc.

The days off may be adjusted each calendar year depending on what day the holiday falls on. For example, if Halloween (October 31<sup>st)</sup> falls on a Tuesday – Thursday we will close at 5:00pm so students and staff may enjoy the holiday with their families.

## **Facilities and Equipment**

Esteem Academy is located in South Ogden, UT. The school is accessible to students and persons with disabilities. Students have the opportunity to learn in a clean and spacious work environment with up-to-date facilities including:

- 1 Classroom
- 1 Spa Room
- 2 Spa Tables
- 1 Administrative Office
  - Retail Area
  - Dispensary
  - Locker Room
  - Break Room
  - 6 Pedicure Stations
- 6 Manicure Stations
  - 24 Hair Stations
  - Student Library

#### **Non-Discrimination Policy**

Esteem Academy of Beauty practices **NO** discrimination based on age, race, sex, color, creed, religion, financial status, nationality, ethnic origin, or area of residence in any of its practices and policies on admissions, instruction, or graduation. Any allegation of sexual harassment should be reported to a school administrator immediately, according to the guidelines set forth in the internal complaint procedure listed in this catalog. The director is responsible for coordinating compliance with Section 504 of the Rehabilitation Act of 1973 and Title

The director is responsible for coordinating compliance with Section 504 of the Rehabilitation Act of 1973 and Title III of the Americans with Disabilities Act of 1990. Applicants who are persons with disabilities, as defined in paragraph 104.3(j) of the regulation under Section 504 of the Rehabilitation Act of 1973, may apply for admittance into the program. Reasonable accommodations may be requested.

# **Enrollment Requirements**

The applicant must meet one of the following:

- a. Have successfully completed high school or its equivalent as evidenced by any of the items on the following non-exhaustive list: copy of diploma, copy of GED certificate, or copy of a transcript showing high school completion or b. Have evidence of completion of home schooling that state law treats as a home or private school
- c. take and pass an approved ability-to-benefit test administered according to the test publisher's guidelines by an approved Independent Test Administrator. In lieu of passing an ability-to-benefit test, the applicant may enroll in and successfully complete at least 6 credit hours or 225 clock hours, if the program is longer than 600 clock hours.

#### **Student Financial Aid Information**

The school participates in Title IV funding (Pell Grant and Stafford Loan) and will certify Veterans, State, and private funding sources. A Free Application for Federal Student Aid (FAFSA) is required to determine eligibility of Title IV funds.

Apply online at www.fafsa.ed.gov. Said school will provide a paper copy upon request.

FEDERAL STUDENT AID
Apply for federal student aid here
http://www.fafsa.ed.gov/

FSA ID

https://fsaid.ed.gov/npas/index.htm

MPN, Entrance and Exit Counseling https://studentloans.gov/

Eligibility is determined with the following criteria:

Pell Grant and Subsidized Stafford Loan Calculation:

COA (Cost of Attendance) – EFC (Expected Family Contribution) = Need Eligibility

Unsubsidized Stafford Loan Calculation:

COA – EFA (Expected Financial Assistance/all other aid) = Non-Need Eligibility

COA = includes the following items: tuition and fees, room and board, transportation, and misc./personal.

All students who borrow a Stafford Loan must complete Direct Loan Entrance Counseling before funds will be originated and disbursed. Exit Counseling must be completed by all students who are graduating or withdrawing from the school. If a student is unavailable to complete at the school, a packet will be mailed to the student for completion.

#### **Refund Policy**

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:

- 1 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.

- 3 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 enrollment fee of \$50.
- 4 A student notifies the institution of his/her withdrawal in writing.
- 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.)
- 7 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	TOTAL TUITION SCHOOL
ENROLLED TO TOTAL COURSE/PROGRAM	SHALL RECEIVE/RETAIN
0.01% to 04.9%	20%
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, 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, 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 \$100.00. 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.

## **Return to Title IV Policy**

If a Title IV financial aid recipient withdraws prior to course completion by way of; notification of withdrawal from a student, termination after no more than 14 days of absence from the last day of physical attendance, notification by a student on a leave of absence that s/he will not be returning, or if the student fails to notify the school that s/he is withdrawing, and has not attended for 14 days, a formal termination shall go into effect. At this time a calculation for the return of Title IV funds will be completed and if applicable returns by the school shall be paid

within 45 days, first to unsubsidized Federal Stafford Student Loan Program; second to subsidized Federal Stafford Student Loan Program; third to Federal Pell Grant Program; fourth to other Federal, State, private or institutional Student financial assistance programs; and last to the Student. Taylor Andrews must disburse any Title IV grant funds a student is due as part of a post-withdrawal disbursement within 45 days of the date the school determined the student withdrew, and disburse any loan funds a student accepts within 180 days of that date.

Esteem Academy of Beauty is required to calculate how much federal aid may be retained or disbursed for a student who withdraws from school. This calculation is referred to as 'Return to Title IV' (R2T4). The calculation of Title IV funds earned by the student has no relationship to the student's tuition and fees that may be owed to the school. The school has 45 days from the date the school determines the student withdrew to return all unearned funds for which it is responsible.

The law specifies how your school must determine the amount of Title IV program assistance that you earn if you withdraw from school. The Title IV programs that are covered by this law and offered at Esteem Academy of Beauty are: Federal Pell Grants, Direct Loans and Direct PLUS 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 or period of enrollment (Esteem Academy of Beauty can define these for you and tell you which one applies), the amount of Title IV program assistance that you have earned up to that point is determined by a specific formula. If you received (or Esteem Academy of Beauty 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 Esteem Academy of Beauty 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.

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, Esteem Academy of Beauty must get your permission before it can disburse funds and must disperse within 180 days of the withdrawal date. You may choose to decline some or all the loan funds so that you don't incur additional debt. Esteem Academy of Beauty 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). Esteem Academy of Beauty needs your permission to use the post-withdrawal grant disbursement for all other school charges. If you do not give your permission (some schools ask for this when you enroll), you will be offered the funds and the school must disburse funds within 45 days of the withdrawal date. However, it may be in your best interest to allow the school to keep the funds to reduce your debt at the school. Esteem Academy of Beauty 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). Esteem Academy of Beauty needs your permission to use the post-withdrawal grant disbursement for all other school charges. If you do not give your permission (some schools ask for this when you enroll), you will be offered the funds. However, it may be in your best interest to allow the school to keep the funds to reduce your debt at the school.

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

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

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

Esteem Academy of Beauty must return this amount even if it didn't keep this amount of your Title IV program funds.

If Esteem Academy of Beauty is not required to return all 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.

\*Example of R2T4. Institutional charges are \$8,000 for a nonterm based program that spans two payment periods of 450 clock hours each. The school chooses to calculate the treatment of Federal Student Aid funds on a payment period basis. A student withdraws in the first payment period. The prorated amount of institutional charges for each payment period is \$4,000. However, the school has retained \$5,000 of the Federal Student Aid funds for institutional charges [\$4,000 for the prorated portion of the tuition and \$1,000 for books and supplies for the entire period of enrollment] for the payment period. Therefore, the institutional charges the school must use in the Return calculation for the payment period are \$5,000.

The requirements for Title IV 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. Esteem Academy of Beauty may also charge you for any Title IV program funds that they are required to return. If you don't already know Esteem Academy of Beauty refund policy, you should ask them for a copy. We can also provide you with the requirements and procedures for officially withdrawing from school. If you have questions about your Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the Web at www.studentaid.ed.gov. For information regarding financial aid, contact the financial aid representative at Esteem Academy of Beauty.

## **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

## **Evaluation Periods**

Students are evaluated for Satisfactory Academic Progress as follows: Cosmetology/Barbering: 450, 900, 1250, 1600 clocked (actual) hours

Nail Technology: 150, 250 clocked (actual) hours

Master Esthetician: 300, 600, 900, 1100 clocked (actual) hours

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

Evaluations will determine if the student has met the minimum requirements for satisfactory academic progress. The frequency of evaluations ensures that students have had at least one evaluation by midpoint in the course.

## **Attendance Progress Evaluation**

Students are required to attend a minimum of 85% of the hours possible based on the applicable attendance schedule in order to be considered maintaining satisfactory attendance progress. Evaluations are conducted at the end of each evaluation period to determine if the student has met the minimum requirements. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. At the end of each evaluation period, the school will determine if the student has maintained at least 85% cumulative

attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum time frame allowed.

#### **Maximum Time Frame**

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

Course	Weeks	Maximum Time Allowed Scheduled Hours
Cosmetology/Barbering (Full time, 35 hrs/wk) - 1600 Hours Cosmetology/Barbering (Part time, 19hrs/wk) – 1600 Hours		1888 1888
Nail Technology (Full time, 35 hrs/wk) – 300 Hours	12 Weeks	354
Nail Technology (Part time, 19 hrs/wk) – 300 Hours	22.5 Weeks	354
Master Esthetician (Full time, 35 hrs/wk) – 1200 Hours	48 Weeks	1416
Master Esthetician (Part time, 20 hrs/wk) – 1200 Hours	90 Weeks	1416

This institution operates all programs according to a schedule of 1800 hours per academic year. The maximum time allowed for transfer students who need less than the full course requirements or part-time students will be determined based on 85% of the scheduled contracted 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 (the computer system will reflect completion of the practical assignment as a 100% rating). If the performance does not meet satisfactory requirements, it is not counted and the performance must be repeated. At least two comprehensive practical skills evaluations will be conducted during the course of study. 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 FINAL written and practical exam prior to graduation. Students must make up failed or missed tests and incomplete assignments. Numerical grades are considered according to the following scale:

90%-100% 80%-89% 70%-79% 69% or less A Excellent
B Very Good
C Satisfactory
D Unsatisfactory

## **Determination of Progress Status**

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

#### 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 by meeting minimum attendance and academic requirements by the end of the warning or probationary period.

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

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

completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal.

## **Appeal Procedure**

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

#### Noncredit, Remedial Courses, Repetitions

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

# **Transfer Hours**

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

## **Career Opportunities**

A student who is training at **Esteem Academy of Beauty** has chosen a profession in which they will be able to use their creative, artistic, and interpersonal skills! Within the educational program, students will be trained in writing resumes and preparing for job interviews. Every possible effort will be made by the school to expose students to professionals in the field. Our aim is to make students aware of the many professional opportunities available to them.

Esteem Academy cannot guarantee employment. Assistance in finding suitable employment is provided by posting job openings and career opportunities on social media or in the Esteem Academy breakroom. The curriculum places a great deal of emphasis on how to obtain and retain employment after graduation. Graduates are encouraged to maintain contact with the school and follow-up with the school on current employment or employment needs. In addition, the school maintains a network of relationships with professionals and employers who provide mentoring to students while they are in school. Job referrals are made known to interested graduates as available.

The following are only a few of the diverse career opportunities available in the cosmetology industry:

1. Hair Stylist

8. School Counselors

2. Salon Coordinator

9. Sales Representatives

3. Barber Shop Manager

10. Advanced Training Educators

4. Salon Owner

11. Salon Division Managers

5. School Instructors

12. Skin Care Specialists

6. School Directors

13. Make-up Artists

7. School Owners

14. Dermatologist

#### **Copyright Infringement Policy**

Unauthorized distribution of copyrighted materials using the school's information technology system, including unauthorized peer-to-peer file sharing, may subject you to civil and criminal liabilities. All information provided by Esteem Academy, its personnel, or representatives must have written approval prior to sharing of any means. A summary of the penalties for violation of federal copyright laws can be found at <a href="http://www.copyright.gov/title17/92chap5.html">http://www.copyright.gov/title17/92chap5.html</a>.

## **Vaccination Policy**

Esteem Academy does not require any vaccinations.

## **Sexual Harassment Policy**

Esteem Academy has zero tolerance for activities that create a safety hazard to others. These such activities include, but are not limited to, sexual harassment, verbal abuse, bullying, or violence.

## **Voter Registration**

You can register to vote by one of the follow methods:

- Online at http://elections.utah.gov
- Download a paper form at http://elections.utah.gov
- In-Person at the county clerk's office

Please visit the financial aid office for more information.

## **Emergency Response and Procedures**

The following procedure will be used to notify students and staff of a dangerous situation on the school campus. Every staff member has received training on how to handle a pending emergency. Code 1 = is a lock down situation, students and staff are to remain calm and not leave the building. Code 2 = indicates the need to evacuate the building. Every staff member will make sure all students follow instructions. Any staff member can initiate the alert. The School Director/or person in authority will notify the police of the situation.

In the event of an emergency where we must evacuate the building please REMAIN CALM and do the following:

- 1. WALK to the nearest exit and leave the building.
- 2. Meet at the flagpole located across the street next to the fire station.
- 3. When everyone has met at the flag pole an instructor will take roll to ensure that everyone is accounted for and report the results to the Operations Director.
- 4. DO NOT go back into the building until told so by emergency officials or Instructor.
- 5. DO NOT leave the area without notifying school personnel that you are leaving.

# **Emergency Timely Warning**

The Esteem Academy Administrator in charge will be responsible to send out a timely warning to the staff and student body via email, text, or social media.

#### **Family Educational Rights and Privacy Act**

Every student has the right to inspect and review their admissions, academic, and financial aid records. The student is to submit a signed and dated written request to the administration office identifying the records they wish to inspect. The school's administration will make arrangements with the student to determine the date and time the records are to be inspected. Students must be able to review records within 45 days of request. Any student who wishes to have any records amended, is to submit a signed and dated written request to the administration office clearly identifying the part of the record the student wants changed, and specify purpose of change. The school will make a determination and notify the student in writing.

FERPA authorizes disclosure without consent to:

School official who has legitimate education interest
Contracted party with the school (Attorney, auditor, etc)
Parents of dependent minors
Government agencies
Certain court orders or subpoenas
NACCAS (accrediting agency)

The school does not release any information to parties seeking directory information. The student has the right to file a complaint with the U.S. Department of Education if they feel the school failed to comply with the requirements under FERPA.

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

Esteem Academy of Beauty is accredited by National Accrediting Commission of Career Art & Sciences and is licensed by Utah Division of Occupational and Professional Licensing.

A student who wishes to transfer to the school must submit transcripts prior to enrollment. These transcripts will be reviewed by the school director. Student will be notified if all or part of the credits will be accepted and may be subject to theory and/or practical evaluations. Some or all of the credits and hours earned/completed at Esteem Academy of Beauty may not be accepted by other institutions for various reasons, including differences between accrediting agencies and the licensing divisions.

## **Student Right to Know Act**

#### **Annual Report Outcome Rates**

Graduation Rate: 92.31%Licensure Rate: 75%Placement Rate: 100%

#### **Student Grievance Procedure**

The school will make every attempt to resolve any student complaint that is not frivolous or without merit. Complaint procedures will be included in new student orientation thereby assuring that all students know the steps to follow should they desire to register a complaint at any time. Evidence of final resolution of all complaints will be retained in school files in order to determine the frequency, nature, and patterns of complaints for the institution. The following procedure outlines the specific steps of the complaint process.

- 1. The student should register the complaint in writing on the designated form provided by the institution within 60 days of the date that the act which is the subject of the grievance occurred.
- 2. The complaint form will be given to the school Director.

- 3. The complaint will be reviewed by management and a response will be sent in writing to the student within 30 days of receiving the complaint. The initial response may not provide for final resolution of the problem but will notify the student of continued investigation and/or actions being taken regarding the complaint.
- 4. If the complaint is of such nature that it cannot be resolved by the management, it will be referred to an appropriate agency if applicable.
- 5. Depending on the extent and nature of the complaint, interviews with appropriate staff and other students may be necessary to reach a final resolution of the complaint.
- 6. In cases of extreme conflict, it may be necessary to conduct an informal hearing regarding the complaint. If necessary, management will appoint a hearing committee consisting of one member selected by the school who has had no involvement in the dispute and who may also be a corporate officer, another member who may not be related to the student filing the complaint or another student in the school, and another member who may not be employed by the school or related to the school owners. The hearing will occur within 90 days of committee appointment. The hearing will be informal with the student presenting his/her case followed by the school's response. The hearing committee will be allowed to ask questions of all involved parties. Within 15 days of the hearing, the committee will prepare a report summarizing each witness' testimony and a recommended resolution for the dispute. School management shall consider the report and either accept, reject, or modify the recommendations of the committee.
- 7. Students must exhaust the institution's internal complaint process before submitting the complaint to the school's accrediting agency and/or the state, if applicable.
- 8. If the complaint can't be solved within the institution the student may contact the agencies and government bodies listed below.

NACCAS or National Accrediting Commission of Career Arts & Sciences 4401 Ford Avenue, Suite 1300
Alexandria, VA 22302
1-703-600-7600
Utah Division of Occupational & Professional Licensing
1st Floor Lobby 160 East 300
South Salt Lake City, Utah 84111
1-801-530-6628

# **Preferred Lender/List Arrangements**

Private educational/institutional loans are not offered by the school nor does the school have preferred lender arrangements.

#### **Private Education Loan Disclosures**

Private educational/institutional loans are not offered by the school nor does the school have preferred lender arrangements.

#### **Self-Certification Form**

All students who seek a private educational loan must complete a self-certification form as required under the Truth in Lending Act.

## **Entrance & Exit Counseling for Student Loan Borrowers**

All students who borrow a Direct Stafford Loan while attending the school must complete Entrance Counseling before funds will be certified. The counseling will provide information on: The effect of the loan on the borrower

for other forms of aid. An explanation of the use of the Master Promissory Note. The seriousness and importance of the students repayment obligations. Information on the accrual and capitalization of interest. Borrowers of Unsubsidized loans have the option of paying interest while in school. The obligation of borrower to repay the full amount of the loan regardless if the borrower completes the program or is unable to obtain employment upon completion. Consequences of default.

Information about NSLDS and how the borrower can access their records. Contact information if borrower has questions about the loan. Exit Counseling must be completed by all students who are graduating or withdrawing from the school. If a student is unavailable to complete at the school, a packet will be mailed to the student for completion.

The counseling will provide information on:

Average anticipated monthly repayment amount.

Repayment plan options.

Debt management strategies Terms and conditions for deferment or forbearance.

Consequences of default.

Options and consequences of loan consolidation.

Tax benefits available to borrower.

The Student Loan Ombudsman's office is available at 1-877-557-2575 for borrowers to resolve student loan issues.

## National Student Loan Data System (NSLDS)

All Direct Stafford Loans will be submitted to the NSLDS, and will be accessible by guaranty agencies, lenders, and schools determined to be authorized user of the data system. The borrowers loan history can be reviewed at www.nslds.ed.gov or by calling 1-800-4-FED-AID

#### **Code of Conduct of Educational Loans**

The Higher Education Opportunity Act (HEOA) requires that all educational institutions develop and follow in accordance with a code of conduct that prohibits conflicts of interest for financial aid personnel. Any representative, officer employee, or agent of the school who is in any way responsible for student educational loans must comply with this code of conduct. The following provisions are meant to improve overall operations of the school's financial aid office. Neither Esteem Academy of Beauty, as an institution nor any individual officer, employee or agent shall enter into any revenue-sharing arrangements with a lender. Such an arrangement is defined as one between Esteem Academy of Beauty and a lender under which the lender provides or issues loans to students attending Esteem Academy of Beauty (or to the families/friends of such students), and Esteem Academy of Beauty recommends the lender or the loan products of the lender. In exchange, the lender pays a fee or provides other material benefits, including revenue or profit sharing, to Esteem Academy of Beauty or its agent. An officer, agent, or employee of Esteem Academy of Beauty who is employed in the financial aid office or who has responsibilities with respect to educational loans, shall not accept from any lender or affiliate of arrangement or other contract to provide services to a lender relating to educational loans. No Officer, agent, or employee of Esteem Academy of Beauty (or any of their family members or friends) who is employed in the financial aid office or who otherwise has responsibilities with respect to educational loans, shall solicit or accept any gift from a lender, guarantor, or servicer of educational loans. Nor can the friends of an officer, agent, or employee of Esteem Academy of Beauty accept any such gifts. A 'gift' refers to any gratuity, favor, discount, entertainment, hospitality, loan or other item having a monetary value. Esteem Academy of Beauty shall not: a) for any first-time borrower, assign, through award packaging or other methods, the borrower's loan to a particular lender; or b) refuse to certify, or delay certification of, any loan based on the borrower's selection of a particular lender or guaranty

Esteem Academy of Beauty shall not request or accept from any lender any offer or funds or be used for private education loans, including funds for an opportunity pool loan, to students in exchange for the institution providing concessions or promises regarding providing the lender with: a) a specified number of private education loans (non-Title IV loans) or loans made, insured, or guaranteed under Title IV; b) a specified loan volume of such loans; or c) a preferred lender arrangement for such loans. Esteem Academy of Beauty shall not request or accept any

assistance with call center staffing or financial aid office staffing from any lender. Any employee who is employed in the financial aid office, or who otherwise has responsibilities with respect to education loans or other student financial aid, and who serves on an advisory board, commission, or group established by a lender, guarantor, or group of lenders or guarantors, shall be prohibited from receiving anything of value from the lender, guarantor, or group of lenders or guarantors, except that the employee may be reimbursed for reasonable expenses incurred in serving on such advisory board, commission, or group.

### Cosmetology/Barbering Textbooks:

Milady Standard Cosmetology ISBN: 9781337230582 Milady Standard Haircutting System ISBN: 9781337250696

Milady Study Guide ISBN: 9781285769639 Milady Exam Review ISBN: 9781285769554

#### **Master Esthetician Textbooks:**

Milady Standard Fundamentals Esthetics ISBN: 9781111306892 Milady Standard Advanced Esthetics ISBN: 9781111139094

Milady Standard Fundamentals Esthetics Student Workbook ISBN: 9781111306915

Milady Standard Advanced Esthertics Workbook ISBN: 9781111139117 Milady Standard Advanced Esthetics Exam Review ISBN: 9781111139124

**Nail Technology Textbooks:** 

Milady Standard Nail Technology ISBN: 9781285080475

Milady Standard Nail Technology Exam Review ISBN:9781285080543 Milady Standard Nail Technology Student Workbook ISBN:9781285080512

**Student Kit Policy** 

Students may purchase a kit for their respective program from Esteem Academy of Beauty. Once a student has received their kit, they cannot be returned for any reason. Students who opt out of participating in obtaining a kit from Esteem Academy of Beauty may obtain their own kit supplies required by first day of class. For a list of supplies please see the administrative office.

# **Drug & Alcohol Policy and Abuse Prevention Program**

## **Purpose**

Esteem Academy is committed to providing a school & workplace environment, which ensures the safety and encourages the personal health and productivity of its employees and students. Esteem Academy recognizes that substance abuse is a threat to the safety, health and job performance of its employees & students. Esteem Academy has adopted a policy that seeks to prevent the illicit use of drugs and the abuse of alcohol by all employees and students. These policies and procedures are not intended to create or alter any existing contract, written or verbal, between Esteem Academy, and its employees, contractors, job applicants, students or student applicants. This policy does not change the at will employment status of employees. Esteem Academy is required to provide information to its students, faculty, and employees to prevent drug and alcohol abuse. Esteem Academy is required to review its program once every two years to determine its effectiveness and to ensure that its sanctions are being enforced. This material must be distributed annually and must be distributed to any new students and employees after initial distribution for the year.

For descriptions of health risks, please visit: www.health.utha.gov, www.drugabuse.gov, or www.dsamh.utah.gov.

For descriptions of applicable legal sanctions under state, local, and federal law, please visit: www.utah.gov or www.utcourts.utah.gov.

#### Scope

This policy applies to all departments, all employees, all job applicants, all students and all student applicants. The term employee includes contracted employees. As a condition of employment, employees are required to abide by this policy. As a condition of enrollment, students are required to abide by this policy.

#### **Prohibited Activities**

It is, therefore, the policy of Esteem Academy that the following activities are strictly prohibited during working/school hours by all employees and students and that illegal use of drugs is prohibited at any time.

It is against company policy:

- 1. For an employee to work or student to attend class with the presence of a Controlled Substance or Alcohol in your body (as determined by a drug or alcohol test), including their presence as a drug metabolite, unless legally prescribed to her or him.
- 2. For an employee or student to sell, use, purchase, manufacture or be in possession of an illegal Controlled Substance or drug paraphernalia, while on Esteem Academy time, conducting Esteem Academy business, on Esteem Academy property, attending class or while not on Esteem Academy time, business or property.
- 3. For an employee or student to sell, use, purchase, manufacture or be in possession of Controlled Substances, including prescription medications which are controlled substances, on Esteem Academy time, business, property or while attending class, unless the prescription medication is legally prescribes to the employee.
- 4. For an employee or student to operate any equipment while under the influence of any drug, including prescription or over the counter medications, which render the employee incapable of safely and adequately using the equipment or performing any other job duties.
- 5. For an employee or student to use alcohol, while on Esteem Academy time or on Esteem Academy business, or to report to work or attend class under the influence of alcohol. An employee is considered to be in violation of this policy when he or she is working or attending class and has a breath, blood or urine alcohol result greater than or equal to .04%.
- 6. To consume any alcoholic beverage or alcohol containing liquid within four hours of a scheduled work or class period.
- 7. For an employee or student to refuse to submit a specimen for controlled substances or alcohol testing when requested by the Company under this policy or for an employee or student to obstruct or not fully cooperate with specimen collection or testing procedures.
- 8. For an employee or student to have a verified positive drug test.
- 9. For an employee or student to tamper with substitute or adulterate any specimen collected for drug or alcohol testing. Any sample reported by the laboratory as Substituted or Adulterated will be considered a 'refusal to test' or a refusal to submit a valid sample.
- 10. For Esteem Academy Administration to allow an employee to work or student to attend class, if they have actual knowledge, that an employee or student has violated this policy.

#### **Actions Required of Employees or Students**

If an employee or student suspects that she/he has a substance abuse problem, the employee or student is expected to contact a counselor acceptable to Esteem Academy. Any employee or student who voluntarily seeks assistance or rehabilitation for drug or alcohol misuse prior to being subject to testing under this policy shall not be subject to testing under this policy shall not be subject to disciplinary action for violation of the Policy, as long as the employee continues to participate satisfactorily in the counseling or rehabilitation program. The employee/student must obtain a work release from the counselor or treatment provider before returning to work. Any investigation by law enforcement or conviction for Controlled Substance or Alcohol activity may be cause for dismissal from employment or school. Failure to report any conviction for illegal drug use or alcohol misuse to Esteem Academy may result in immediate termination from employment or school attendance. The use of prescription or over the counter medications that may impair an employee or student's ability to safely or adequately perform his/her duties must be reported to the employee's/student's supervisor. Some medication use may require reassignment or temporary leave of absence without pay. Employees and students must take all medication as directed on the medication label and must heed any warnings listed on the medication's label.

#### **Disciplinary Action**

A prospective employee/application who has a positive test or 'refusal to test' will not be further considered for employment. An Employee who violates this Esteem Academy policy will be immediately removed from duty and subject to disciplinary action up to and including termination. A prospective student/application who has a positive test or 'refusal to test' will not be further considered for enrollment to Esteem Academy. Any current student who has a positive test will be required to reimburse Esteem Academy for the cost of the test. Students who violate this policy will be put on permanent probation and are subject to monthly follow-up drug and/or alcohol tests, at the students expense. A student's First Violation will result in immediate removal from class attendance, until the student can pass a 'return to duty drug' and/or alcohol test, at student's expense. A student's Second Violation will result in immediate termination from Esteem Academy. A student may apply for re-entry to school after they have been evaluated by a substance abuse counselor acceptable to Esteem Academy and can obtain a written release from the counselor or treatment provider. The release must document the student's compliance and participation with all counseling or treatments recommended by the substance abuse counselor. The student must then pass a return to duty drug and/or alcohol test at students expense. A student's Third Violation will result in immediate termination from school and he/she will not be eligible for re-entry. Employees and students who violate this policy by illegally selling, manufacturing or distributing controlled substances or alcohol will be terminated from employment or enrollment. Any student who is convicted of the unlawful manufacture, distribution, dispensation, possession, use, or abuse of illicit drugs or alcohol is subject to criminal penalties under local, state, or federal law. The exact penalty assessed depends on the nature and the severity of the individual offense. In compliance with federal regulations for a drug-free workplace for students and employees, students convicted for any offense, during a period of enrollment for which the student was receiving Title IV funds, under any federal or state law involving possession or sale of illegal drugs will result in the loss of eligibility for any Title IV assistance.

## **Drug Testing Circumstances**

Pre-employment procedures: Prospective employees or students may be asked to submit to a drug test at Esteem Academy's designated collection facility as part of a potential job offer or as part of the acceptance/enrollment process. Employment or acceptance/enrollment at Esteem Academy will be offered to those who successfully pass the pre-employment drug test. Refusal to consent to a pre-employment drug test, or Positive, Adulterated or Substituted test results will terminate any action towards permanent employment or enrollment as a student. Post-Accident Tests: Esteem Academy will require Drug &/or Alcohol testing of any employee or student involved in an on-the-job accident/injury where the following occurs: A fatality, An injury to an employee, student, client or other individual that requires medical attention away from the workplace or accident scene, or Damage to Company property that exceeds \$500.00

Post-accident testing is required of any individual whose actions or inaction could have reasonably contributed to the cause of the accident. Reasonable Suspicion: Reasonable suspicion Drug &/or Alcohol testing will be done in cases where there is a reasonable belief by a supervisor, that an employee or student may be using a Controlled

Substance, using alcohol while at work, or reporting to work under the influence of Alcohol or a Controlled Substance, using prescription drugs illegally or any other violation of company policy.

Reasonable suspicion or For-Cause tests will be required when there is any of the following:

- 1. Observable phenomena (actual use, possession, odors, etc.)
- 2. Abnormal behavior or physical characteristics; or
- 3. A drug-related investigation, arrest or conviction or an investigation of theft.

Random Testing: Unannounced random Drug &/or Alcohol testing may be conducted on all employees or students and will be administrated by a third-party administrator. Selection for random testing will be computer generated. All employees/students will have an equal chance of selection in each selection period.

Unit or Blanket Testing: Drug & or Alcohol testing of all Company employees/students or all employees/students in one location or job category may be conducted at the discretion of Esteem Academy.

Return to Duty Testing: The first Drug &/or Alcohol test after a policy violation, evaluation by a counselor, acceptable to Esteem Academy, and after the counselor has determined that the employee has successfully complied with prescribed education and/or treatment. The test result must be negative before he/she can return to duty or attend class.

Follow-Up Testing: After a violation of this policy and return to duty, an employee or student is subject to unannounced Drug &/or Alcohol testing, the schedule of follow-up testing will be determined by the EAP/counselor or Esteem Academy.

#### **Contesting a Test Result**

If an employee, student or applicant believes the laboratory analysis is in error, he/she will have 72 hours to request the re-analysis of the original urine specimen that was verified as positive, adulterated or substituted. Re-analysis will be on the original specimen only and must be performed by a SAMHSA-certified laboratory. The cost of re-analysis is at employee/student expense. If the secondary laboratory does not detect the same controlled substance, the individual will be reimbursed the cost of re-analysis is at employee/student expense. If the secondary laboratory does not detect the same controlled substance, the individual will be reimbursed the cost of re-analysis. An employee who has test result other than negative shall have the right to request in writing, from the employer, a copy of the laboratory report.

## **Specimen Collection Procedures**

All specimens collected will be done in conformity with Company policy and shall be conducted in accordance with the requirements of Title 34, Chapter 38 of the Utah Code Annotated. Urine and breath alcohol samples will be collected by individuals trained to follow DOT's collection procedures and in accordance with specific laboratory collection procedures not covered by DOT procedures. All drug test, alcohol tests and sample collection procedures shall be performed under reasonable and sanitary conditions and in such a manner as to respect the privacy of the individual being tested, as well as prevent tampering or misidentification of the sample. A sample, which the specimen collector believes could reasonable have been tampered with require the immediate 'observed' recollection of another sample.

### **Dilute Specimen Procedures**

Specimens which the laboratory reports as 'dilute,' specific gravity less than 1.003, & creatinine level less than 20

mg/dL may be considered invalid. The employee/student may be required to give second specimen. If the second specimen is provided or a medical reason is found for producing a dilute specimen.

# Confidentiality

All Drug & Alcohol test results will remain confidential to the extent required or allowed by law. Esteem Academy management will determine which persons within the company, or agents of Esteem Academy so that disclosure of confidential &/or medical information to unauthorized persons does not occur.