# The Professional Cosmetology Academy

# SCHOOL CATALOG 2022

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#### **PURPOSE OF SCHOOL CATALOG**

This School Catalog outlines the policies, procedures, and expectations set forth by **The Professional Cosmetology Academy** (hereinafter may be referred to as "TPCA", "School", "Academy", and/or "Institution"), the **Texas Department of Licensing & Regulation** (hereinafter referred to as "TDLR" or "Department"), the **National Accrediting Commission of Career and Sciences** (hereinafter referred to as "NACCAS"), the **United States Department of Education** (hereinafter referred to as "U.S. Department of Education", "Department of Education" or "DE"), and the **United States Department of Veterans Affairs** (hereinafter referred to as "VA").

# PROGRAM DISCLOSURES & GENERAL CONSUMER INFORMATION TO ALL STUDENTS AND STAFF

TPCA is providing consumer information about The Academy to all current and prospective students and employees through the means of this Consumer Information document. This Consumer Information document may also be found on the School's website [www.tpcalaredo.com/school-disclosures] along with other consumer information or notice and informational requirements required by TDLR, NACCAS, DE and/or the VA that may not be found in this Consumer Information document. Current and prospective students and staff may also request a hard copy of all disclosures at any time upon request by contacting the School Director. It is imperative for students to understand all aspects of this Consumer Information document, including Satisfactory Academic Progress Policy (SAP) and the relation to any federal student aid that the student may apply for and/or consequences that could result from early withdrawal due to unsatisfactory progress. Federal aid students must carefully read the information provided in this document to understand the rights and responsibilities as a recipient of federal student aid.

#### STUDENT TRAINING DISCLOSURE

Sanitation, sterilization, client safety, and infection control procedures are ALWAYS in effect. The student is responsible for all individually assigned areas, equipment, etc. and will be evaluated by the instructor based on the sanitation criteria daily. Students should be aware that sanitation, sterilization, and infection control procedures involve duties including, but not limited to, the following: learning to clean their work areas; dispensary items; utensils; mixing and changing disinfectant; doing laundry; sweeping up the floor; product inventory; sanitizing school and personal equipment; cleaning up after themselves at all times while on school property. At no time in the course of enrollment is the student classified as an employee of the School.

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# WELCOME!

It is to my absolute delight that you have selected The Professional Cosmetology Academy as your institution of choice to fulfill your dreams in the beauty or grooming industry. TPCA is cognizant that when you invest in learning, you are investing in your future.

Through TPCA's seasoned faculty, individualized training, brand partnerships, and professional-grade equipment and learning tools your experience will model your chosen field of study. It is affirmed in TPCA's mission to provide instruction in an assimilated, real-time salon, spa, and barbershop environment to imbue the professionalism, tacit knowledge, and marketable (technical/social) skill sets needed to pass the state board examination and meet the demands of the exciting and ever-changing hair, skin, nail, and grooming industry. TPCA also works congruently with industry advisors who own businesses and specialize in their field to assure TPCA stays aligned with its mission.

TPCA faculty and staff were students once and as such TPCA is aware of the challenges that often accompany busy students' lives. However, remember, you are now part of the TPCA tribe and with that comes faculty and staff who are centered at your needs because it is essential to TPCA that you feel acclimated and equipped to commence your journey on the right foot.

As you continue to read throughout this catalog, you will find industry-standard rules and policies that were tailored with your safety and success in mind. We encourage you to read this catalog thoroughly, and if you are unsure or do not understand any part of this catalog, we encourage you to obtain clarification from an administrator or instructor.

Always remember your journey to a rewarding career starts <u>here</u>. TPCA has all the arsenal needed for your success, bring your passion and perseverance with you and let TPCA do the rest. We are in this together, and you are not alone: **#OneTPCA**.

Welcome,

Larry A. Chavana II

**Chief Operating & Compliance Officer** 

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#### **ABOUT US**

#### **Our Founder**

Since February of 2008, Noé Rodriguez, TPCA's founder, and CEFO has been at the helm of the beauty and grooming industry, channeling his inspiration from his world travels into his salon. Entrusted by many for his vision and approach to creating the most beautiful hair, Noé attributes his success to discipline, passion, perseverance, and continuing education. Noé received instruction at The Redken Exchange in New York City and completed certifications through L'Oréal Professionnel SOHO Academy in New York City and Laguna Beach, California. Noé continues to attend the academy annually to remain at the forefront of the industry and contribute to his beloved hometown, Laredo, TX. Through TPCA, Noé is committed to each aspiring student's education and career goals.

"Only when knowledge, passion, and perseverance are in sync will skill translate onto canvas [hair] beautifully."—Noé Rodriguez

#### Our Purpose

TPCA's curriculum facilitates students to learn the necessary materials and skill sets, respective to their chosen discipline, required to pass the state board examination; likewise present them with the similar challenges professionals face in a salon, spa, and barbershop setting, teaching them how to approach these challenges scientifically to solidify a comprehensive program.

#### **Our Mission**

TPCA prepares aspiring beauty and grooming professionals in an assimilated, real-time salon, spa, and barbershop environment through contemporary, student-centered instruction and development needed to pass the state board exam, gain entry-level employment within their chosen field of study, and meet the demands of their industry.

#### **Our Education Goals**

TPCA strives to provide a quality educational system that prepares students to pass the state board examination and gain entry-level employment within their chosen field of study. Our education system includes a facility that mirrors a salon, spa, and barbershop environment, experienced and competent instructors, and a curriculum developed through years of experience and expertise. Our education goals are:

- To educate students to be professional, knowledgeable, and skilled in their field.
- To promote the continuing educational growth of our students and staff at TPCA, using current teaching methods and techniques.
- To teach professionalism and respect as the foundation for a successful career in their chosen field of study.
- To prepare students to successfully pass the Texas state licensing exam for entry-level employment.

#### **Our Values**

- Adaptability: Is to mitigate the chances of becoming obsolete in this constantly evolving industry.
- <u>Customer Service</u>: Is the livelihood of this industry.
- Integrity: As aspiring professionals, hold this profession with the highest esteem.
- <u>Discipline</u>: Always strive to do better, replacing bad habits or techniques with good ones.
- <u>Passion</u>: Is being consistent with a goal over a long period of time. It's the reason you are here.
- Perseverance: Is what keeps a person motivated despite all failures. Never give up on your passion.
- Respect: The Golden Rule that is applicable anywhere and anytime.

#### **Our Vision**

Nurture aspiring professionals achieve their fullest potential to meet their career goals and actively contribute to their chosen industry.

#### **Our Facility**

TPCA's facility features private classrooms, furnished with audiovisual equipment, to facilitate individualized training, a library containing basic and advanced materials, and offices for advisement. The clinic area mirrors a real salon, spa, and barbershop environment, with the amenities needed to meet the demands of modern, industry-standard hair, skin, nail, and grooming services. The clinic classroom features professional-grade dryers, color bar, dispensaries, esthetics beds, facial machines, manicure and pedicure stations, a reception area for awaiting clients, shampoo facilities, skincare, and styling stations. There is also a locker area and other designated areas used to secure and hold the students' supplies.

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TPCA highly invests in its facilities and professional-grade equipment to meet its mission to provide an assimilated, real-time salon, spa, and barbershop environment to its students. Disrespect or vandalism of any sort to school facilities and equipment will not be tolerated and will result in disciplinary action, up to and including termination.

#### **Our Faculty**

Licensed by the state of Texas, TPCA's instructors were meticulously selected by TPCA for their artistic and teaching attributes and vision to run the clinic according to industry standards, as they too are successful professionals that continue to work in their field, as time permits. These attributes and vision that the instructors possess afford TPCA the ability to meet its mission.

Under the direction of TPCA's founder, and CEFO, Noé Rodriguez, students are well on their way in receiving a contemporary, student-centered education in the exciting and ever-changing beauty industry, as he is a significant proponent of continuing education and is at the helm of these industries.

#### Administration/Ownership

Ownership: Noe Rodriguez is 100% shareholder of The Professional Cosmetology Academy, Inc. dba The Professional Cosmetology Academy.

TPCA has assigned the following personnel as department heads to ensure Rules and Regulations are enforced and followed.

#### Leadership

- ★ Chief Executive & Financial Officer (CEFO)

  -Noe Rodriguez
- ★ Chief Operating & Compliance Officer (CO)
- -Larry A. Chavana II
   ★ Director of Education
  - -Maria A. Andrews

#### **Education Team**

- ★ Maria A. Andrews Instructor
- ★ Claudia E. Gaytan Instructor
- ★ Noe Rodriguez Instructor
- ★ Veronica Salcedo Instructor
- ★ Susana Cervantes Cantu Instructor
- ★ Joshua Garcia Instructor
- ★ Alejandra Lumbreras Instructor

# FINANCIAL AID, ACCREDITATION, LICENSURE, MEMBERSHIPS & AFFILIATIONS

#### **Title IV Participation**

Through the U.S. Department of Education, TPCA is eligible to participate in student financial assistance programs authorized by Title IV of the Higher Education Act (HEA) of 1965, as amended. <u>Students interested in reviewing or receiving a copy the School's eligibility to participate in student Title IV HEA financial assistance programs may contact School Administration</u>.

For general inquiries, and questions about the ED or education policy:

U.S. Department of Education

400 Maryland Ave, SW | Washington, D.C. 20202 | 800.USA.LEARN (800.872.5327) | TDD: 800.437.0833

#### Accreditation

The Professional Cosmetology Academy is accredited by:

National Accrediting Commission of Career and Sciences (NACCAS) 3015 Colvin St | Alexandria, VA 22314 | (703) 600-7600 | www.NACCAS.org

NACCAS is a national accrediting agency for postsecondary schools and programs of career arts and sciences and recognized by the U.S. Department of Education. <u>Students interested in reviewing or receiving a copy of the School's letter of accreditation may contact School Administration</u>.

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#### Licensure

The Professional Cosmetology Academy is licensed and regulated by:

Texas Department of Licensing and Regulation (TDLR)

P.O. Box 12157 | Austin, Texas 78711 | Tel: 512.463.6599 or 800.803.9202 | Relay Texas TDD: 1.800.735.2989 | www.tdlr.texas.gov/

TDLR is the state agency of Texas that is responsible for licensing and regulating a broad range of occupations, businesses, facilities, and equipment in Texas, including Cosmetology, Barbering, and their respective specialty licenses. <u>Students interested in reviewing or receiving a copy of the School's state license/approval may contact School Administration</u>.

## **Memberships & Affiliations**

American Association of Cosmetology Schools (AACS)

AACS was founded in 1924 as a non-profit educational association to bring together all facets of the cosmetology industry (students, individuals, teachers, and suppliers); to further the education of cosmetology arts & sciences; and to represent the interests of cosmetology institutions and students before Congress, the U.S. Department of Education, and state legislatures.

# LICENSURE REQUIREMENTS

# **Licensing & Regulatory Entity**

Texas Department of Licensing and Regulation (TDLR)

#### **Requirements for TDLR Licensure**

To be eligible for a Cosmetology Operator or specialty license, an applicant must do the following:

- Pass a written and practical examination;
- Submit a completed application on a TDLR-approved form;
- Pay the TDLR fees required in section 83.80 of the Texas Cosmetology Laws and Rules Book;
- Be at least 17 years of age;
- Have obtained a high school diploma, or the equivalent of a high school diploma, or have passed a valid examination administered by a certified testing agency that measures the person's ability to benefit from training;

And have completed the following hours of cosmetology or specialty curriculum in a licensed beauty culture school:

Cosmetology Operator

- 1,000 hours of instruction

#### Esthetician

- 750 hours of instruction

#### Nail Technician

- 600 hours of instruction

To be eligible for a Class A Barber or specialty license, an applicant must do the following:

- Pass a written and practical examination;
- Submit a completed application on a TDLR-approved form;
- Pay the TDLR fees required in section 82.80 of the Texas Barbering Laws and Rules Book;
- Be at least 16 years of age;
- Have obtained at least a seventh-grade education;

And have completed the following hours of a barbering or specialty curriculum in a licensed barber school:

#### Class A Barber

- 1,000 hours of instruction

#### **Requirements for TDLR Student Permit**

TDLR requires a student enrolled in a beauty culture or barber school to hold a permit stating the student's name and the name of the School. Recent photograph(s) of the student must be affixed on their student permit. There is a non-refundable TDLR Student Permit Fee—Please reference Fee Schedule of Other Fees.

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Cosmetology Operator and specialty license programs:

- Submit a completed application on a TDLR-approved form; and
- Pay the TDLR fees required in section 83.80 of the Texas Cosmetology Laws and Rules Book; and
- Meet TDLR licensure requirements respective to the applicable program.

#### Class A Barber:

- Submit a completed application on a TDLR-approved form; and
- Pay the TDLR fees required in section 82.80 of the Texas Barbering Laws and Rules Book; and
- Meet TDLR licensure requirements respective to the applicable program.

#### **Mailing Service Fee Disclaimer**

The School will charge a non-refundable Mailing Service Fee applicable to those students who require the School to mail documentation on their behalf. Please reference Fee Schedule of Other Fees.

#### **Licensure Exam Requirements**

TDLR has contracted with PSI Services LLC ( or "PSI") to deliver its examination.

Once the student has been approved by TDLR for testing, the student is responsible for contacting PSI to register and schedule an appointment to take the examination.

Students become eligible to take the Cosmetology Operator or Class A Barber written examination once TDLR receives proof of the student's completion of 900-hours. Please note program costs do not include state licensure examination fees, nor any other TDLR-related fees.

#### **TDLR & PSI Contact Information**

The student's license application and documentation must be sent to:

Texas Department of Licensing and Regulation
P.O. Box 12157 | Austin, Texas 78711 | Tel: 800.803.9202 | TDD: 800.735.2989 | www.tdlr.texas.gov/

All inquiries and requests for information about the examinations should be directed to PSI.

PSI Services LLC 3210 E. Tropicana | Las Vegas, NV 89121 | Tel: 833.333.4741 | TTY: 800.735.2929 | Fax: 702.932.2666 | www.psiexams.com/tdlr

# **Required Identification at Examination Site**

The student must provide one (1) form of identification. The identification must be a VALID form of government-issued identification—e.g., driver's license, state ID, passport, which bears their printed name, photograph, and date of birth. Identification provided must match the name provided by TDLR, as listed on the Student Permit, to PSI upon eligibility. Failure to provide their required identification may result in forfeiting the examination fee. Any questions regarding your identification, or what constitutes an approved identification, may be clarified with PSI at Tel: 1.833.333.4741 or TTY: 1.800.735.2929.

# **Reciprocity of Programs in Other States**

The following programs offered at TPCA have been determined that their program curriculums meet the state of Texas education requirements for licensure or certification.

- \*Cosmetology Operator
- \*Class A Barber
- \*Esthetician
- \*Nail Technician

\*These programs are designed to lead to professional licensure or certification in the state of Texas.

Licensed cosmetologists, barbers, estheticians, nail technicians, and instructors from Texas may apply for licenses in their field of expertise in other states and must comply with each state's laws and rules to become licensed there.

If the School makes a determination that a program's curriculum does not meet the state educational requirements for licensure or certification in a state in which a student who is currently enrolled in such a program is located, the School will provide notice to that effect to the student within 14 calendar days of making such determination. The disclosure will be made directly to the student in writing, including email or other electronic means.

TPCA has not yet made a determination as to whether the program curriculum meets educational requirements for the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, Puerto Rico, Guam, the US Virgin Islands, the CNMI, and the Freely Associated States (US Micronesia, Marshall Islands and Palau).

#### **State Licensing Disclaimer**

The state may refuse to grant a license if a student has been convicted of a crime; committed any act involving dishonesty, fraud, or deceit; or committed any act that TDLR considers grounds to deny licensure. TDLR denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. It is a student's responsibility to contact TDLR and determine whether their criminal background will hinder their ability to become licensed in the state. TPCA is not responsible for students denied licensure. For more information, visit <a href="www.tdlr.texas.gov/crimconvict.htm">www.tdlr.texas.gov/crimconvict.htm</a>.

# **GRADUATION, LICENSURE, & EMPLOYMENT RATES**

The following statistics represent institutional outcomes rates for graduation, job placement, and licensure examination as reported in the NACCAS 2019 Annual Report.

 Graduation:
 78.79%

 Placement:
 73.08%

 Licensure:
 95.00%

2019 NACCAS Data			
Institution/Programs	Graduation Rate	Placement Rate	Licensure Rate
Institutional (All Programs)	78.79%	73.08%	95.00%
Cosmetology Operator	72.22%	61.54%	85.71%
Nail Technician	N/A	N/A	N/A
Esthetician	90.91%	80.00%	100.00%
Class A Barber	0%	0%	0%

# **TRAINING OVERVIEW**

#### Overview

TPCA benchmarks the course content of its programs' curriculum with the needs and demands of the business and beauty and grooming industry by monitoring upcoming trends and feedback from regulatory agencies, Advisory Committee members, and recent employers who've hired our graduates. All programs are presented in the <u>English</u> language only.

#### **Training Phase Breakdown**

Courses are divided into pre-clinical classroom instruction and clinical experiences.

- (1) <u>Discovery Phase</u>: Phase I Pre-clinical classroom training, emphasizes on facilitating basic training through classroom theory, manikin & live model practice with an emphasis on procedure, skill development, client relations, and sales and marketing techniques.
- (2) <u>Clinical Skill Development Phase</u>: Phase II emphasizes continuing education through clinic activities, classroom theory, manikin & live model practice with the objective being skill development, client satisfaction, salon operations, time management, communication, and people skills. This is when students begin experiencing their clinical education on paying clients in the clinical classroom area, under the supervision of their licensed instructors.

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(3) <u>Career Readiness Phase</u>: Phase III refines skills for job readiness and career placement focusing on licensure examination preparation, client relations, technical competency, time efficiency, sales, and marketing techniques, while still completing pending course graduation requirements.

#### Physical Demands, Safety, & Industry Requirements

Students interested in pursuing a career in the beauty and grooming industry should:

- Develop finger dexterity and a sense of a form and artistry;
- Enjoy dealing with the public;
- Be aware the work can be arduous and physically demanding, depending on operational policies, as a result of standing/sitting for long hours and repetitious movement of arms and hands given the typical activities involved. Such repetitious movements can lead to possible repetitive movement disorders—e.g., carpal tunnel.
- Be cognizant work schedules can be demanding, as a result of working long hours, which may include nights and weekends and may or may not include breaks or lunches.
- Professionals should take steps to ensure proper physical conditioning and rest periods;
- Daily operations often include the use of caustic substances, which may require the use of protective gear—e.g., disposable gloves, aprons, goggles, facemasks, etc.;
- Garner sufficient operating capital if opening a business;
- Remain abreast of the latest trends and techniques; and
- Maintain a strong commitment to education.

#### Areas of Study

<u>Cosmetology Operator</u>: Explore the latest styles and techniques in haircutting, color, texture, styling, skin care, hair removal, nail care and makeup in addition to the state requirements and business aspects of the industry.

<u>Class A Barber</u>: Master the latest styles and techniques in haircutting, color, texture, styling, skin care, hair removal, nail care and shaving in addition to the state requirements and business aspects of the industry.

<u>Esthetician</u>: Learn hair removal, body treatments, facials, makeup application, and specialized techniques to purify, balance and renew the skin in addition to the state requirements and business aspects of the industry.

<u>Nail Technician</u>: Develop a complete understanding of advanced nail care services with hand and foot care. Learn industry-standard manicuring and pedicuring techniques as well as the latest technology in nail art, gels, and acrylics in addition to the state requirements and business aspects of the industry.

# **Career Opportunities**

<u>Day Spa</u>	Salon/Barbershop	Education & Other Fields
Spa Director	Hair Stylist	Instructor
Spa Owner	Barber	State Board Member or Inspector
Esthetician	Esthetician	Educational Director for Product Manufacture
Sales Representative	Makeup Artist	Consultant/Trainer
	Nail Technician	School Owner
	Sales Representative	Freelance Makeup Artist
	Hair Coloring Specialist	Stylist or Makeup Artist for Film, Theater, Fashion or Print
	Salon Manager or Owner	Guest Educator

# **Career Outlook**

TPCA does not guarantee employment; the beauty and grooming industry has an ongoing need for well-trained professionals. Never forget that enrolling in a barber or beauty school is the first steppingstone towards a successful career in the beauty or grooming industry. It takes a culmination of TPCA's values, commitment to continuing education and remaining abreast in the latest trends to increase the likelihood of financial stability. However, remember, students, enrolling at TPCA become part of the TPCA tribe and with that comes faculty and staff who are centered at the needs of every student because it is essential to TPCA that all students are acclimated and equipped to commence their journeys on the right foot and meet their career goals. The link below provides the average hourly and annual salaries of different branches of the beauty and grooming industry on a national and statewide level, based on the statistics of the most current reporting period of the Bureau of Labor Statistics (BLS). At TPCA, students are prepared for entry-level employment within their chosen industry.

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Bureau of Labor Statistics

#### www.bls.gov/ooh/occupation-

finder.htm?pay=&education=Postsecondary+nondegree+award&training=None&newjobs=&growth=&submit=GQ.

The U.S. Department of Labor

The U.S. Department of Labor provides current job information.

#### www.careerinfonet.org/occ intro.asp?id=1&nodeid=1

#### O\*NET Resource Center

The O\*NET program is the nation's primary source of occupational information. Central to the project is the O\*NET database, containing information on hundreds of standardized and occupation-specific descriptors. The database, which is available to the public at no cost, is continually updated by surveying a broad range of workers from each occupation. O\*NET CODES - www.onetonline.org.

#### **IPED Statistics**

The College Navigator website provides current and prospective students information about student body diversity, including the percentage of enrolled, full-time students in the following categories: Male / Female; Self-identified members of a major racial or ethnic group; Federal Pell Grant recipients. The College Navigator website also gives information concerning student services, students with disabilities, career placement during and after enrollment and transfer of credit from other academies, retention, licensure, graduation, and placement rates.

https://nces.ed.gov/collegenavigator/?q=professional+cosmetology&s=all&id=495305

# **STUDENT RESOURCES**

#### **Career Services & Employer Relations**

TPCA offers career services to facilitate students meeting their career goals via solidifying and maintaining working relationships with employers to promote and enhance the visibility and effectiveness of TPCA to ultimately perpetuate employment opportunities for students, as it is part of TPCA's mission to assist students to gain entry-level employment within their chosen field of study upon successfully obtaining licensure.

#### **Graduate Employment Assistance**

TPCA offers academic and graduate-employment services to help graduates' efforts to secure education-related employment. Services include but are not limited to, training in professionalism, resumé development, job interview preparation, and job-search skills. TPCA does not guarantee employment; the beauty and grooming industry has an ongoing need for well-trained professionals. TPCA is often contacted by salons, spas, and barbershops wishing to interview graduates regarding employment opportunities.

# **Student Parking**

While some student parking is provided TPCA cannot guarantee any student, a parking space. TPCA reserves the right to designate student parking areas and to enforce parking regulations. Students must also abide by local (city and landlord) parking rules, which are announced during orientation. TPCA will not be responsible for parking violations and towing fees.

#### **Student Discounts**

Actively enrolled students and TPCA graduates receive 30% and 15% discount on services, respectively. TPCA reserves the right to modify or remove discount percentage. There are no discounts for family and friends unless approved by management.

Students may also be eligible for discounts with TPCA's brand partners, which is announced at orientation.

#### **Personal Services**

Services must be approved by an instructor (or designate) and are designated on a specified day. If a patron comes in and Guest Services either needs the student executing the personal service, or the student receiving it, to take care of the patron, the student receiving the service must reschedule their service. All patrons take priority to ensure students have the opportunity to build their skills accordingly and meet course requirements. Please note that personal services are considered rewards and scheduled for students who are up to date with all projects, tests, and worksheets. School assignments and successful learning are a priority; students behind on projects, tests, and worksheets who partake in a personal service run the risk of further falling behind and may be subject to extra instructional charges at the term of their enrollment agreement.

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#### **Student Services**

The institution offers support in areas related to transportation, day-care, and other related areas to help students complete their program. The school administrator is available to meet with students to provide referrals or community resources for students at risk or in need of assistance while enrolled at TPCA.

#### Title IX

TPCA is committed to providing a work and educational environment free of unlawful harassment, discrimination and retaliation. In accordance with Title IX of the Education Amendments of 1972, TPCA does not discriminate on the basis of sex in its education programs or activities, which extends to admission and employment. TPCA also prohibits Sexual Harassment (as defined below) committed against persons in the United States as part of its education programs or activities.

If you believe that you have experienced or witnessed other incidents of discrimination, please see TPCA's Non-Discrimination policy.

TPCA reserves the right to make changes to this policy as necessary, and once those changes are posted online, they are in effect. If government laws, regulations or court decisions change requirements in a way that affects this policy, the policy will be construed to comply with the most recent government regulations or holdings.

#### <u>Title IX Statement of Non-Discrimination</u>

In accordance with Title IX of the Education Amendments of 1972, TPCA does not discriminate in its employment practices or in its educational programs or activities (including admission) on the basis of sex. TPCA also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process internally or externally. Reports of misconduct, questions regarding Title IX, and concerns about noncompliance should be directed to the Title IX Coordinator. For a complete copy of the policy or for more information, please contact the Title IX Coordinator or the Assistant Secretary of Education within the Office for Civil Rights (OCR) [https://ocrcas.ed.gov/contact-ocr].

#### Title IX Coordinator

The Title IX Coordinator coordinates TPCA's efforts to comply with its Title IX responsibilities. The Title IX Coordinator is responsible for implementing TPCA's Title IX policy, intaking reports and Formal Complaints of Sexual Harassment, providing supportive measures and maintaining accurate Clery Act crime statistics.

Title IX Coordinator: Larry A Chavana II

1407 Calle Del Norte, Suite 116 | Laredo, TX 78041 | (956)744-6139 | Adam.Chavana@TPCALaredo.com

Any person can report sex discrimination, including Sexual Harassment (whether or not the person reporting is the alleged victim) in person, by mail, telephone, or e-mail, using the contact information listed above for the Title IX Coordinator. A report can be made at any time, including during non-business hours. However, responses to reports made outside of business hours, including during weekends and holidays, may be delayed.

# **Key Definitions**

Sexual Harassment: Conduct on the basis of sex that satisfies one or more of the following:

- (1) A TPCA employee conditioning educational benefits or participation on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo);
- (2) Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to TPCA's education Program or Activity; or
- (3) Sexual Assault (as defined in the Clery Act), or Dating Violence, Domestic Violence or Stalking as defined in the Violence Against Women Act (VAWA) (collectively referred to as "Sexual Violence")\*:
  - **Sexual Assault:** As defined in 20 U.S.C. 1092(f)(6)(A)(v), means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - **Dating Violence:** As defined in 34 U.S.C. 12291(a)(10), means violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; and, the frequency of interaction between the persons involved in the relationship.
  - **Domestic Violence:** As defined in 34 U.S.C. 12291(a)(8), includes felony or misdemeanor crimes 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 receiving grant monies, 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.

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• **Stalking:** As defined in 34 U.S.C. 12291(a)(30), means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

\* Please note: In accordance with the Violence Against Women Reauthorization Act of 2013 ("VAWA"), state definitions for Sexual Assault, Dating Violence, Domestic Violence, Stalking and Consent are contained in TPCA's Annual Safety and Security Report ("ASR"). VAWA crime statistics are reported in the ASR are based on the definitions above.

**Complainant:** An individual who is alleged to be the victim of conduct that could constitute Sexual Harassment, regardless of whether a Formal Complaint has been filed. A Complainant must be the alleged victim unless a parent or legal guardian has a legal right to act on the alleged victim's behalf.

Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

Parties: include the Complainant(s) and Respondents(s) collectively.

**Advisor:** An individual chosen by a party to accompany the party to meetings related to the resolution process, to advise the party on that process and to conduct cross-examination for the party at any hearing, if any. If a party does not have an Advisor at the hearing portion of the Grievance Process, TPCA will appoint an advisor.

**Formal Complaint:** A document (hardcopy or electronic) filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that TPCA investigate. A Formal Complaint must be signed (physical or digital) by the Complainant, the Title IX Coordinator, or otherwise indicate that the Complainant is the person filing the Formal Complaint. At the time of filing a Formal Complaint, the Complainant must be participating in or attempting to participate in TPCA's education Program or Activity with which the Formal Complaint is filed.

**Program or Activity:** On or off campus locations, events, or circumstances over which TPCA exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurred.

**Clery Act**: Meaning the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act (20 U.S.C. Section 1092(f); 34 C.F.R. Part 668.46). In accordance with the Clery Act, TPCA publishes required crime statistics and policy statements in its ASR on or before October 1<sup>st</sup> of each year.

Clery Geography: As defined in the Clery Act, includes (A) buildings and property that are part of TPCA's campus; (B) TPCA's noncampus buildings and property; and (C) public property within or immediately adjacent to and accessible from the campus.

VAWA: Meaning the Violence Against Women Reauthorization Act of 2013 (34 CFR Part 668).

#### Procedure for Reporting

If you believe that you have experienced or witnessed Sexual Harassment (including Sexual Violence) discrimination or retaliation, TPCA encourages you to notify the Title IX Coordinator as soon as possible after the incident. A report may be made to either or both the police and the Title IX Coordinator. The criminal process is separate from TPCA's Title IX Grievance Process.

A report of Sexual Violence may be made to either or both the police and the Title IX Coordinator. The criminal process is separate from TPCA's process. It is TPCA's policy not to notify local law enforcement when Sexual Violence occurs, unless a Complainant wishes or there is an emergency threat to health or safety. Complainants have the option to notify law enforcement directly or be assisted in doing so. If requested, TPCA will assist a victim of Sexual Violence in contacting the police. A Complainant is not required to contact the police in order to pursue TPCA's grievance process.

TPCA does not issue orders of protection. Orders of protection, restraining orders, injunctions or similar lawful orders may be obtained through the court system and can be enforced by TPCA. Individuals who have obtained an order of protection is encouraged to provide a copy to the Title IX Coordinator as soon as possible. Although TPCA does not issue orders of protection, information on how to obtain a protective order is located in the ASR.

#### Reporting Considerations

In order to make informed choices, it is important to be aware of confidentiality and reporting requirements when consulting TPCA resources. TPCA has designated the School Director, Director of Education, and CEFO as mandatory reporters. All mandatory reporters will share knowledge, notice, and/or reports of Sexual Harassment (including Sexual Violence), discrimination, and/or retaliation with the Title IX Coordinator. Other TPCA employees, including educators, will only report instances of Sexual Harassment (including Sexual Violence), discrimination, or retaliation to the Title IX Coordinator with the Complainant's consent.

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An individual who seeks completely confidential assistance may do so by speaking with professionals who have legally protected confidentiality. TPCA does not have confidential reporting resources, such as pastoral or professional counselors on campus. Crisis, mental health and victim resource hotline information is available under the student resources section of the School Catalog. Information shared with confidential resources will not be shared with TPCA (including the Title IX Coordinator) or anyone else without express, written permission of the individual seeking services unless required by law or court order.

TPCA will keep confidential the identity of the Complainant, Respondent, and witnesses, except as may be permitted by FERPA, as required by law, or as necessary to carry out the Title IX Grievance Process.

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to TPCA's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible. Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

#### Supportive Measures

The Title IX Coordinator will provide Supportive Measures as necessary. Supportive Measures are individualized services reasonably available to ensure equal educational access, protect safety or deter prohibited conduct. Supportive Measures are available, as appropriate, to either or both the Complainant and Respondent and are non-punitive, non-disciplinary and not unreasonably burdensome to the other party. Examples include counseling, extensions of time or other course-related adjustments, modifications to work or class schedules, campus escort services, restrictions on contact between the Parties, leave of absence, increased security and monitoring of certain areas on campus, and other similar accommodation. The Supportive Measures needed by the Complainant and/or Respondent may change over time, and the Title IX Coordinator will communicate with each party to ensure that any Supportive Measures are necessary and effective based on evolving needs.

Victims of Sexual Violence will also be provided with written notification about existing counseling, health and/or mental health services, victim advocacy, legal assistance, visa and immigration assistance, safety planning, timely warnings, student financial aid and other services available to victims within TPCA and in the community.

Once the Title IX Coordinator receives a report, the Title IX Coordinator will promptly contact the Complainant confidentially to discuss the availability of Supportive Measures (available with or without filing a Formal Complaint) and explain the process for filing a Formal Complaint and provide a copy of this policy. The Title IX Coordinator will consider the Complainant's wishes with respect to Supportive Measures.

TPCA will keep confidential the identity of the victim of Sexual Violence and any accommodations or Supportive Measures provided, to the extent that maintaining such confidentiality will not impair TPCA's ability to provide the accommodations or Supportive Measures.

# Dismissal of a Formal Complaint

Dismissal of a Formal Complaint may occur under several circumstances. TPCA must dismiss a Formal Complaint if the allegations do not meet the definition of Sexual Harassment, did not occur in TPCA's education Program or Activity, or did not occur against a person in the United States.

TPCA may dismiss a Formal Complaint if the Complainant informs the Title IX Coordinator, in writing, that he, she, or they withdraw the Formal Complaint or allegations therein; the Respondent is no longer enrolled or employed by TPCA; or if specific circumstances prevent TPCA from gathering sufficient evidence to reach a determination.

If a Formal Complaint is dismissed, the Parties will be provided written notice of the dismissal outlining the reason(s) for dismissal. A dismissal does not preclude action by TPCA under the applicable policies stipulated in the School Catalog and Employee Handbook.

#### <u>Grievance Process</u>

TPCA utilizes a prompt, equitable and impartial Grievance Process to evaluate Formal Complaints. Title IX personnel (Title IX Coordinator, Investigators, Decision-Makers, individuals who facilitate Informal Resolution process) will be free from conflicts of interest or bias for or against Complainants or Respondents. Title IX personnel will objectively evaluate all relevant evidence and avoid credibility determinations based on a person's status as a Complainant, Respondent or witness.

Both Parties will receive equal opportunity to provide information, witness statements, evidence, and other information that may be necessary to fully evaluate the alleged offense. Both Parties will be afforded equitable rights and access during the Grievance Process. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Grievance Process.

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Generally, the Grievance Process consists of a Formal Complaint, investigation, Live Hearing, determination, Disciplinary Actions, Remedies, and appeal (if applicable). The Grievance Process, baring extenuating circumstance, will conclude within 90 days from the date a Formal Complaint is filed.

#### Advisor

A party may be accompanied by an Advisor of their choice during the Grievance Process. The Parties may choose Advisors from inside or outside TPCA. If the Complainant or Respondent does not have an Advisor present at the Live Hearing, TPCA will select and provide an Advisor, without fee or charge, to conduct cross-examination of witnesses on behalf of that party. A party may reject a TPCA-appointed Advisor and choose their own Advisor, but they may not proceed without an Advisor. The Complainant and Respondent may not conduct cross-examination.

Choosing an Advisor who is a witness in the Grievance Process creates potential for bias and conflict of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the Decision-Maker.

The Parties are expected to ask and respond to questions on their own behalf throughout the investigation phase of the Grievance Process. Advisors are expected to advise without disrupting proceedings. For example, advisors should not address TPCA officials in a meeting or interview unless invited to. An Advisor may not make a presentation during any meeting or proceeding and may not speak on behalf of the party to the investigation or other Decision-Maker except during a Live Hearing, during cross-examination. If an Advisor is disruptive or otherwise fails to respect the limits of the Advisor role, the meeting or interview may be ended.

Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third Parties, disclosed publicly, or used for purposes not explicitly authorized by TPCA. TPCA may seek to restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by TPCA's privacy expectations.

#### Investigation of Formal Complaints

TPCA will investigate Sexual Harassment (including Sexual Violence) allegations in a Formal Complaint filed by a Complainant or signed by the Title IX Coordinator. The Title IX Coordinator will respect the Complainant's wishes as to whether TPCA investigates an allegation of Sexual Harassment, unless the Title IX Coordinator determines that not investigating would be deliberately indifferent or harmful to the TPCA community. TPCA may consolidate Formal Complaints where the allegations arise out of the same facts.

Upon receipt of a Formal Complaint, written notice will be sent to the Parties. The Notice of Investigation will include: details of the allegations (including identities of the Parties involved, specific section of the policy alleged to have been violated, the conduct that would be considered Sexual Harassment, the date of the incident(s) and the location of the incident(s); a statement that the Respondent is presumed to be not responsible for the alleged conduct until a determination is made according to TPCA's Grievance Process; a statement that the Parties may have an Advisor of their choice; and a reminder of the expectation of truthfulness including consequences for submitting false information. The Parties will also be provided with separate written notice of any investigative interview, meeting, or hearing. Interview/meeting notices will include the date, time, location, participants and purpose of the investigative interview or meeting.

Formal Complaints involving employees will also be referred to Human Resources and simultaneously evaluated under employee conduct policies and procedures.

During the investigation, the Title IX Coordinator or his/her designee ("Investigator") will conduct interviews and gather evidence. No unauthorized audio or video recording of any kind is permitted during investigation interviews/meetings. The Parties will be provided an equal opportunity to present fact and expert witnesses or other evidence. The Parties (and their Advisors) will be provided with evidence directly related to the allegations, in electronic format or hardcopy, with at least 10 days for the Parties to inspect, review, and respond to the evidence. The Investigator will consider the responses received from the Parties before issuing the investigative report.

Once the investigation has concluded, the Investigator will draft an investigative report (hardcopy or electronic) that fairly summarizes relevant evidence. The investigative report will be sent to the Parties (and their Advisors) at least 10 days prior to a Live Hearing. The Parties may provide a written response to the investigative report.

#### Informal Resolution

If the Complainant and Respondent voluntarily consent in writing, Formal Complaints can be resolved through Informal Resolution, such as mediation. The Title IX Coordinator will organize an appropriate Informal Resolution process depending on the nature of the allegations, the Parties involved, and the overall circumstances. Informal Resolution will be conducted by a facilitator, who may or may not be the Title IX Coordinator. It is not necessary to pursue Informal Resolution first in order to purse TPCA's Grievance Process. At any time prior to agreeing to a resolution, any party has the right to withdraw from the Informal Resolution process and

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resume the Grievance Process. Informal Resolution is unavailable to resolve allegations that an employee sexually harassed a student.

#### Live Hearing

If a Formal Complaint is not or cannot be resolved through Informal Resolution, TPCA will conduct a Live Hearing. Live Hearings are facilitated by designated Decision-Maker, separate from the Title IX Coordinator or Investigator. The Decision Maker will be selected by the Title IX Coordinator.

Cross-examination during a Live Hearing will be conducted directly, orally, and in real time by the party's Advisor and not by a party personally. The Decision-Maker will permit each party's Advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including that challenging credibility. Only relevant cross-examination and other questions may be asked of a party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the Decision-Maker must first determine whether the question is relevant and explain to the party's Advisor asking cross-examination questions any decision to exclude a question as not relevant.

Rape shield protections are applied to Complainants, deeming irrelevant questions and evidence about a Complainant's prior sexual behavior unless offered to prove that someone other than the Respondent committed the alleged Sexual Harassment or offered to prove consent.

If a party or witness does not submit to cross-examination at the Live Hearing, the Decision-Maker will not rely on any statement of that party or witness in reaching a determination regarding responsibility. The Decision-Maker will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the Live Hearing or refusal to answer cross-examination or other questions.

At the request of either party, TPCA will provide for the entire Live Hearing (including cross-examination) to occur with the Parties located in separate rooms with technology enabling the Parties to see and hear each other. Live Hearings may be conducted with all Parties physically present in the same geographic location or, at TPCA's discretion, any or all Parties, witnesses, and other participants may appear at the Live Hearing virtually. An audio or audiovisual recording, or transcript, of any Live Hearing will be created and maintained for seven (7) years.

During the Grievance Process, TPCA will not use, rely on or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. TPCA will not access or use a party's medical, psychological, and similar treatment records unless the party provides voluntary, written consent.

#### Standard of Evidence

For all Formal Complaints of Sexual Harassment (including where employees are Respondents), TPCA utilizes the preponderance of the evidence standard.

#### Disciplinary Actions and Remedies

Disciplinary Actions against the Respondent will not be imposed before completion of TPCA's Grievance Process. Following a determination of responsibility, appropriate corrective action will be taken, and TPCA will take steps to prevent recurrence. Disciplinary Actions taken will be determined on a case-by-case basis. Factors considered when determining Disciplinary Action may include but are not limited to: Nature, severity of, and circumstances surrounding the violations(s); Respondent's disciplinary history; Previous allegations or allegations involving similar conduct; Need for disciplinary action to bring an end/prevent future reoccurrence of the violation; Need for disciplinary action to remedy the effects on the Complainant and TPCA community; Impact on the parties; Any other information deemed relevant by the Decision-Maker.

Disciplinary Action for student-related claims may include but are not limited to additional training, a restriction on contact, warning, suspension, or termination. Disciplinary Action will be placed in a student's permanent academic file. Any employee determined by TPCA to be responsible for an act of Sexual Harassment will be subject to appropriate Disciplinary Action, up to and including termination. Disciplinary Action will be placed in an employee's permanent personnel file. Employees are also subject to processes and discipline determined by the Human Resources Department. The HR process is separate and apart from the Title IX process and not constrained by the outcome of the Title IX process.

Failure to abide by imposed Disciplinary Actions (whether by refusal, neglect or any other reason), may result in additional Disciplinary Action, including suspension or termination.

Remedies are provided to a Complainant whenever a Respondent is found responsible. Remedies are implemented by the Title IX Coordinator and may be disciplinary and punitive. Student Remedies are designed to maintain the Complainant's equal access to education. Remedies will be determined on a case-by-case basis and may include supportive measures.

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Individuals who make a materially false statement and/or present falsified or forged/tampered documentation or evidence in bad faith in the course of a Title IX Grievance Process will be subject to TPCA's conduct policies contained in the School Catalog and Employee Handbook.

# Written Determination

The Decision-Maker will issue a Written Determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, a description of the procedure from Formal Complaint through the Live Hearing, Disciplinary Actions imposed on the Respondent and whether Remedies will be provided to the Complainant. The determination will be sent simultaneously to the Parties along with information on how to file an appeal.

#### Appeal

Both Parties have the right to appeal a determination regarding responsibility, TPCA's dismissal of a Formal Complaint or any allegations therein if: (1) procedural irregularity affected the outcome of the matter; (2) there is newly discovered evidence that could affect the outcome of the matter; and/or (3) Title IX personnel had a conflict of interest or bias, that affected the outcome of the matter.

An appeal must be submitted in writing to the Title IX Coordinator within fourteen (14) days of the delivery of the Written Determination.

#### Retaliation Prohibited

Both Title IX and the Clery Act provide protections for individuals who bring allegations of non-compliance with the Clery Act and/or Title IX to the attention of appropriate campus administrators. Retaliation (including intimidation, threats, coercion, or discrimination) against an individual for raising an allegation of Sexual Harassment, for cooperating in the Grievance Process is prohibited.

TPCA does not retaliate against those who raise concerns of non-compliance. Any concerns should be brought to the immediate attention of the Title IX Coordinator.

#### **Training**

TPCA ensures that its Title IX personnel have adequate Title IX training, including annual training on issues related to Sexual Assault, Dating Violence, Domestic Violence and Stalking. The Title IX Coordinator and Investigators are trained on the definition of Sexual Harassment, the scope of TPCA's education Program or Activity, how to conduct an investigation, TPCA's Grievance Process (including Live Hearings, appeals, and Informal Resolution processes, as applicable) and how to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision-Makers are trained on the definition of Sexual Harassment, the Live Hearing process, technology to be used in Live Hearings, and issues of relevance (including how to apply the rape shield protections provided for Complainants). Informal Resolution facilitators are trained on the Informal Resolution process.

Materials used to train Title IX personnel are posted on TPCA's website [www.tpcalaredo.com/school-disclosures].

#### Bias/Conflict of Interest

To raise any concern involving bias or conflict of interest by the Title IX Coordinator, contact:

Chief Executive & Financial Officer: Noe Rodriguez

1407 Calle Del Norte, Suite 116 | Laredo, TX 78041 | (956) 744-6139 | Noe.Rodriguez@TPCALaredo.com

Concerns of bias or potential conflict of interest by any other Title IX personnel should be raised with the Title IX Coordinator.

#### **Student Advising & Guidance**

Staff at TPCA make reasonable efforts to maintain close communication with all students. Students have faculty and administrative staff who are centered on their needs. Students are provided with career and academic advising and additional assistance as necessary. Students experiencing personal problems that require professional help will be referred to the appropriate professional agency(s) or organization(s). Information and advice on any financial assistance are accessible to students. The School also gives advice and information to students regarding the regulations governing licensure to practice, including reciprocity among jurisdictions and opportunities for continuing education following graduation.

Students are encouraged to seek help whenever it is needed. Individual advising occurs periodically throughout the course. These sessions help instructors determine student progress and identify those students who may require additional assistance. Problems not resolved in instructor/student sessions may be referred to the School Director (or designate).

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Formal advising occurs in accordance with the School's Satisfactory Academic Progress (SAP) policy; and all advisement is confidential. Whenever any staff member advises a student, the proceedings of that advisement are documented. All students will receive on-going, informal daily advisement regarding progress, attendance, and conduct. When a student's problems are beyond staff capability, the student will be referred to the appropriate professional.

# **Professional Counseling & Community Services**

Contact the following off-campus organizations for professional counseling opportunities, alcohol and drug abuse education, crime prevention education, sexual assault prevention and response and other community resources.

Bethany House of Laredo 819 Hidalgo Laredo, TX 78040 956.722.4152 / 956.722.4124

bethanyhouseoflaredo.org

Catholic Social Services of Laredo 1901 Corpus Christi St.

Laredo, TX 78043 956.722.2443 csslaredo.org

Behavioral Health & Substance Abuse

1403 N. Seymour Laredo, TX 78040 956.722.3651

<u>cityoflaredo.com/health/behavioral-health-</u> substance.html

**Border Region Behavioral Health Center** 

1500 Pappas St. Laredo, TX 78041 956.794.3000 borderregion.org

Community Action Agency 520 Reynolds 2<sup>nd</sup> Floor

Laredo, TX 78041 956.523.4182 webbcountytx.gov/communityactionagency/

> <u>Veteran Affairs</u> 1.800.698.2411 https://www.va.gov/

**Gateway Community Health Center** 

1515 Pappas St. Laredo, TX 78041 956.795.8100 / 956.795.8130 gatewaychc.com

**Health & Human Services Commission** 

2-1-1

hhs.texas.gov/

Holding Institute

1102 Santa Maria Ave. Laredo, TX 78040 956.718.2070 holding-institute.org

**Laredo Crime Stoppers** 

1003 Garfield St. Laredo, TX 78041 956.724.1876 laredocrimestoppers.org

Laredo Housing Authority

2000 San Francisco Ave. Laredo, TX 78040 956.729.0020 larha.org

Rape, Abuse & Incest National Network 1.800.656.HOPE (4673)

<u>Rainn.org</u>

Veteran Crisis Line 1.800.273.8255 Text 838255 VeteransCrisisLine.net National Suicide Prevention Lifeline

1.800.273.8255 Suicidepreventionlifeline.org

PILLAR

1403 N. Seymour Laredo, TX 78040 956.723.7457 www.pillarstrong.org

SCAN

1605 Saldana Ave. Laredo, TX 78041 956.724.3177 scan-inc.org/

South Texas Child Care Services (CCS)

2389 E. Saunders Laredo, TX 78041 956.794.1500 southtexasworkforce.org

The National Women's Health Information Center, U.S. DHHS

1.800.994.9662 womenshealth.gov

The National Domestic Violence Hotline 1.800.799.SAFE (7233) or

1.800.787.3224

The Trevor Project 1.866.488.7386 thetrevorproject.org

#### **Voter Registration**

We encourage students to register to vote. Students can go to <a href="www.votetexas.org">www.votetexas.org</a> and follow the instructions to register to vote. This webpage contains everything they need to know about the requirements to be allowed to vote and how to become a registered voter, as well as deadlines for submission of those applications.

In compliance with the DE, voter registration applications (and/or the web address where the student can download a voter registration card) are distributed during orientation. Students are also informed of the voter registration hyperlink found on the School website [www.tpcalaredo.com/school-disclosures].

#### **Vaccinations**

TPCA does not require students to provide proof of vaccinations as part of the admission requirements. However, TPCA does recommend students to speak with their primary care physician (PCP) regarding recommended vaccination regimen(s) for persons working in close proximity to the general public.

# **Childcare Resources**

Students are prohibited from bringing their children to TPCA during their scheduled course time or while earning clock hours. Please make appropriate arrangements for childcare. TPCA is available to assist in locating childcare resources.

#### **Room & Board**

There is no room and board available on campus. A TPCA Student Advocate is available to assist in researching for external resources.

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#### **Safety Precaution Requirements**

Safety (particularly in the areas of sanitation and sterilization) is paramount. Students are not only in touch-contact with clients, but do so in a manner, which involves the use of sharp/pointed tools and implements chemical solutions, heat, light, and electricity. Students must be constantly aware of safety as it relates to the client. The use of proper sanitation is required to avoid the transmission of disease. Services involving chemicals and/or the application of heat demands constant vigilance. Accidents must be reported to management immediately.

The following precautions should always be taken with each client:

- Protect clients' clothing by appropriately draping them.
- Ask clients to remove any jewelry, hair accessories, glasses, etc.
- Keep any and all chemicals away from the eyes. In case eye contact with chemicals, follow the directions listed in the Safety Data Sheet (SDS)—formerly known as Material Safety Data Sheet.
- Wear gloves when dealing with chemicals.

Remember that anything containing chemically active ingredients must be used carefully to avoid injury to you and your client.

#### **Rights Reserved**

TPCA reviews its policies and curriculum periodically and makes necessary revisions to maintain an innovative approach to continuing education. TPCA reserves the right to add or withdraw any course and may change, create, or modify supplies, dress code, curriculum format, tuition, educational methods, rules, policies, program schedules, or any other published information as conditions warrant. TPCA has no responsibility for loss or damage to student work, supplies, or any other personal property. Students should keep personal items in lockers or designated areas. Students are required to immediately replace any supplies or equipment that is lost, stolen, or broken.

#### **Enrollment Periods**

Enrollment periods begin every month for full-time and part-time program cohorts. TPCA reserves the right to modify or cancel enrollment periods due to insufficient enrollment or other unforeseen circumstances. Please contact the admissions office for exact dates.

# **ADMISSIONS POLICY**

#### **Enrollment Process**

TPCA knows how stressful the decision-making process can be when selecting a school. It is TPCA's goal to make its admissions process as seamless as possible for students to apply. TPCA encourages all prospective students to contact the Academy and schedule an appointment that is agreeable to the student and/or parent or guardian to ensure the student is provided with the necessary information to make an informed decision in taking the next steps to a rewarding career. Remember, TPCA is centered at the needs of all prospective and matriculating students and TPCA faculty and staff are eager to help.

- (1) Personal Interview: Applicant must complete a personal informal interview prior to applying.
- (2) **Complete an Application Form,** which may be submitted as hardcopy or completed on our website at <a href="https://www.TPCALaredo.com">www.TPCALaredo.com</a>. The hardcopy may be obtained at the Admission's Department.
- (3) **Submit non-refundable Application Fee** (As per Fee Schedule of Other Fees). Action will not be taken on admission until the application fee is received.
- (4) Submit Two (2) Photos: The photos should be a recent head and shoulder shot of the applicant.

# **Admission Requirements**

To be eligible for admittance into our programs, an applicant must provide verification documents:

- (1) Proof of Age Identification (provide only one): A birth certificate, driver's license, government-issued identification, birth registration, passport, Mexican Consular Card, etc.
- (2) Proof of Education (Provide only one):
  - (a) Copy of a standard high school diploma, or its equivalent, a transcript showing high school completion, or a certificate of attainment (only applicable for non-Title IV recipients);
  - (b) Copy of General Education Development (GED) Certificate;
  - (c) Secondary school completion credential from an acceptable accredited home school program. Homeschool students must provide documentation stating learning outcomes and high school completion equivalency; or
  - (d) An academic transcript of a student who successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree.

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Please note, as per TDLR regulations, Class A Barber applicants are eligible for licensure with a seventh-grade education.

An applicant who does not possess a high school diploma or equivalency must satisfactorily complete an ATB (Ability to Benefit) evaluation at 225 clock hours by meeting the TPCA's grade and attendance policy. Students who do not pass this evaluation will not be permitted to remain enrolled in their program. ATB students are not eligible for Title IV funding, as applicable. TPCA reserves the right to admit a limited number of secondary students who are not enrolled under a training agreement, if the applicant meets state requirements for admissions, obtains written permission from the secondary school in which they are enrolled, and complete a preenrollment evaluation.

Foreign Diplomas or Transcripts must be translated and evaluated for U.S. equivalency by a recognized agency before submitting school application. It is the student's responsibility to have a foreign diploma or transcript translated and evaluated as part of the admissions process.

**Transfer Hours:** Applicants with transfer hours must submit transcripts from previously attended schools. TPCA is a private beauty culture and barber school and may refuse admission to an applicant for any reason not protected by state or federal law. TPCA does not recruit students admitted or enrolled in another institution with similar course offerings. A person registering at TPCA cannot be enrolled in any other course.

#### **Transfer of Prior Hours Requirements**

TPCA accepts transfer students. Students requesting a transfer to TPCA may only transfer up to 50% of their coursework earned at another institution and may be subject to a practical entrance exam and/or begin with Phase I training. The cost of transfer students is based upon the current per hour tuition rate. The per-hour fees do not include the cost of supplies if needed.

Transfer students are not required to purchase supplies from the Academy and may use what was obtained at the former school so long as the supplies are able to meet course requirements. Textbook(s) must be the identical version of what is currently being used.

TPCA does not allow students to transfer between programs. If a student chooses to enroll in a different program within TPCA, the student must first withdraw from the currently attending program, then enroll in a different program as a new student. Prior credit will not be granted towards the new program.

Out of state hours must be evaluated and accepted by TDLR before the review of TPCA's Director of Education (or designate). TPCA's Director of Education (or designate) will review prior hours to determine their acceptance. Students will not receive credit for prior hours after course commencement.

TPCA highly recommends prospective students pay any balance for previously received program hours before requesting a transfer to TPCA, as TDLR may not allow a student to become licensed if they owe tuition for hours transferred from a prior school.

Prospective students who previously obtained hours of instruction at a former school, other than TPCA, and the school's license has been expired for more than 30 days the prospective student will be ineligible to transfer hours.

#### **Transferring to Other Institutions**

All higher institutions reserve the right to determine which hours will or will not be accepted from another institution. The transferability of hours a student earns at TPCA is at the complete discretion of the institution the student is seeking to transfer. If the hours a student earns at TPCA are not accepted at the institution to which the student seeks to transfer, the student may be required to repeat some or all of the course work.

#### **Readmission for Former TPCA Students**

To be eligible for readmission, the student must meet the following readmission requirements.

- (1) Meet all Admission requirements.
- (2) Pay a non-refundable application and other fees, if applicable. Please reference Fee Schedule of Other Fees.
- (3) Outstanding tuition and fee(s) must be paid in advance, or the student must make satisfactory payment arrangements with the School.
- (4) Former students are subject to a 6-month (180 calendar days) waiting period from the official termination date before reapplying, with the exception of those students terminated after meeting maximum time frame.
- (5) Readmission after 180-days: If a student was charged less than 100% of their agreement and is requesting readmission after 180 days, the student will be contracted according to the current tuition costs and any previous balances owed, if applicable.

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- (6) Following withdrawal/termination, if a student was charged 100% of their agreement price, a student in good standing, meeting grade, attendance, and conduct standards, may be eligible to return to the course during the following forty-eight (48) months, or four (4) years, from the student's withdrawal date without any additional tuition costs.
- (7) During re-entry process, students will be evaluated and assessed for supply needs. Students may be required to purchase current school supplies.
- (8) Hours earned during previous enrollment periods will be accepted for readmission at the discretion of the school.
- (9) TPCA reserves the right to deny readmission following termination or withdrawal for any reason. If readmission approval is granted, the applicant will be required to sign a new Enrollment Agreement and may be required to purchase additional supplies.
- (10)The School does not deny re-entry to any service member of the uniformed services for reasons relating to that service.
- (11)Students who withdraw from enrollment two times may not be considered for readmission.
- (12) Students will re-enter in the same satisfactory academic progress status as applicable at the time of withdrawal.

This policy does not apply to students requesting re-entry into a program that is not the same program (s)he was terminated or withdrew from. In this case, students will be considered new applicants and must meet all admission requirements. In which case, the School can explain the financial implications based on the student's circumstances.

Readmission is reserved to the sole discretion of TPCA and reserve the right to deny re-entry to any student for any reason, including, but not limited to, attendance, behavior, or academic performance.

#### **Dismissals & Denied Requests for Readmission**

A student may appeal his or her dismissal and/or request for readmission. After consideration of the student's academic and financial standing, the School will review and render a ruling on the student's appeal and/or request for readmission. If the student is dissatisfied with the ruling, the student has the right to escalate the request to TPCA's CEFO for final review and ultimate resolution.

If a student is terminated for any violation of the Termination Policy, such termination is final and may not be appealed.

#### **Evaluating the Validity of High School Diplomas**

Regulation 34 CFR 668.16 (p) requires Title IV schools to establish policies and procedures to confirm the authenticity of high school diplomas in the event that the School or the Secretary of the U.S. Department of Education has reason to question the validity of a student's high school diploma.

The School may require further documentation in the form of a certified copy of final high school transcripts for the high school in question or information from a company that evaluates foreign diplomas (in the case of a foreign diploma). In the event the foreign diploma would require further evaluation or transcribed, this would be at the expense of the student. Student self-certification is not considered sufficient proof of validity.

In addition to checking online for further information about the School issuing the diploma and its accreditation, the School may also contact the Department of Education in the state in which the diploma was issued to determine if the School listed on the diploma is on the state list of recognized schools.

The School maintains a list of known diploma mills for the admissions staff to check when receiving a diploma from an unknown and questionable source. It is understood that this list may not be all inclusive as there are hundreds of diploma mills some known, and some not currently known. It is also understood that the list of schools in the FAFSA drop down box online also may not be all inclusive. The School makes every reasonable effort to verify the validity of questionable high school diplomas.

#### **Termination Policy**

TPCA may terminate a student's enrollment if student fails to comply with the School's rules, policies, and procedures as stated in the Enrollment Agreement and School Catalog, including but not limited to, academic progress, conduct, attendance, or dress code. TPCA reserves the right to immediately dismiss a student for gross misconduct, which includes but is not limited to reporting to school under the influence of alcohol or illegal drugs, possession of alcohol, illegal drugs, drug paraphernalia, firearms, and/or weapons, cheating, insubordination, falsifying information—including forging or tampering with documents, intentionally make false or misleading statements, malicious gossip, threats, and/or bullying. The student will be charged a non-refundable Withdrawal Fee, as per Fee Schedule of Other Fees.

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#### **Suspension Policy**

TPCA may suspend a student for failure to comply with educational requirements, and/or the terms as agreed upon within the Enrollment Agreement and/or School Catalog, leaving the Academy without permission, failing to notify the Academy regarding absences and tardiness, incomplete practical worksheets, failing to attend theory or take theory tests or insubordination.

#### **Our Statement of Non-Discrimination**

TPCA, does not, and shall not, discriminate on the basis of sex (gender), gender identity, gender expression, race, age, color, ethnic origin (ancestry), national origin, religion (creed), disability, marital status, sexual orientation, or military status. TPCA upholds a **ZERO** (0) tolerance discrimination policy.

If any student or team experiences and/or witnesses anyone being bullied, harassed, and/or hazed in any way, (s)he is required to report the matter to an instructor for the matter's escalation to ensure the appropriate action(s) are taken.

To ensure our programs, activities, and services are accessible to all matriculating students and applicants, TPCA is committed to making a reasonable effort to provide academic adjustments, auxiliary aids and reasonable accommodations for students with documented disabilities: defined in paragraph 104.3(j) of the regulation under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504") and the Americans with Disabilities Act (42 U.S.C. § 12182) ("ADA"), their related statutes and regulations, and corresponding state and local laws.

Section 504 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance. The ADA prohibits a place of public accommodation from discriminating on the basis of disability. The applicable law and regulations may be examined in the office of the ADA Compliance Coordinator (or designate) who has been designated to coordinate the efforts of the School to comply with Section 504 and ADA.

ADA Compliance Coordinator: Larry A. Chavana II
The Professional Cosmetology Academy

1407 Calle Del Norte, Suite 116 | Laredo, TX 78041 | 956.744.6139 | adam.chavana@tpcalaredo.com

The Academy will work with the applicant or student to determine whether academic adjustments, auxiliary aids, and reasonable accommodations can be useful and/or are available. A reasonable accommodation is one that is consistent with the academic standards of the Academy and does not fundamentally alter the nature of a course or program and does not impose an undue financial or administrative burden on the Academy. If academic adjustments, auxiliary aids, and/or reasonable accommodations are needed, the applicant should notify ADA Compliance Coordinator (or designate) and submit the required forms at least thirty (30) days in advance of the date required. The ADA Compliance Coordinator (or designate) has thirty (30) days from receipt of written request to respond.

Please note that while TPCA is amenable to facilitating <u>reasonable</u> accommodations when appropriate (subject to review and approval), <u>reasonable</u> accommodations may not be available to the students during the execution of their state board written and practical examinations. Students are encouraged to contact the state's test administrator, PSI Services LLC, for inquiries and requests regarding their licensure examinations.

#### **PSI Services LLC**

3210 E. Tropicana | Las Vegas, NV 89121 | Tel: 833.333.4741 | TTY: 800.735.2929 | Fax: 702.932.2666 | www.psiexams.com/tdlr

## **Reasonable Accommodations**

A reasonable accommodation is one that is consistent with the academic standards of the Academy and does not fundamentally alter the nature of a course or program and does not impose an undue financial or administrative burden on the Academy.

Any qualified individual with a disability wishing to request a reasonable accommodation must contact the ADA Compliance Coordinator. Disclosure of a disability or a request for accommodation made to any staff, faculty, or personnel other than the ADA Compliance Coordinator will not be treated as a request for an accommodation. However, if a student discloses a disability to such an individual, (s)he is required to direct the student to the ADA Compliance Coordinator. Upon request, the ADA Compliance Coordinator (or designate) will provide a student or applicant with the **Disability Verification Packet**, which is also available on TPCA's website [www.tpcalaredo.com/school-disclosures]. To help ensure timely consideration and implementation, individuals making a request for accommodation are asked to contact the ADA Compliance Coordinator and/or submit the Disability Verification Packet at least thirty (30) days prior to when the accommodation is needed.

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Reasonable accommodations will be made on an individual basis. However, it is the responsibility of a person with disabilities to seek available assistance and make their needs known at the time of enrollment. Documentation to support the disability must be provided to the ADA Compliance Coordinator at the time of the Disability Verification Packet. Information about an Applicant's disability is voluntary and confidential. If this information is supplied, a reasonable effort at no additional cost to TPCA will be made to overcome the effects of conditions that limit the participation of qualified disabled Students. TPCA has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints should applicants or students feel they were the subject of unlawful discrimination. TPCA will investigate each complaint filed and will not retaliate against anyone who files a grievance or cooperates in the investigation of a grievance. TPCA will make every effort to resolve the complaint that is not frivolous or without merit. All reasonable efforts will be made to provide a written determination to the student within thirty (30) calendar days of the complaint's filing. Based on the results of the investigation, TPCA will take all appropriate actions to prevent any recurrence of discrimination and/or to correct any discriminatory effects. Evidence of final resolution of all complaints will be retained and safeguarded to determine the frequency, nature, and patterns of complaints about the Institution.

#### **Appealing Accommodation Decisions**

A student may appeal any accommodation decision made by the ADA Compliance Coordinator (or designate) if the student disagrees with the decision.

#### **Appeal Examples:**

- A student may appeal to the ADA Compliance Coordinator's (or designate) decision to deny a requested accommodation.
- A student may appeal a decision by the ADA Compliance Coordinator (or designate) to provide an alternate accommodation rather than the specific accommodation requested by a student.
- A student may appeal a decision by the ADA Compliance Coordinator (or designate) that the student has not presented sufficient documentation to support the requested accommodation.
- A student may also file an appeal when a staff member fails to provide an approved accommodation, and the ADA
  Compliance Coordinator (or designate) has not adequately addressed the situation.
  - (1) When a student wishes to file an appeal, the student must notify the Chief Operating & Compliance Officer (CO) and explain his/her reasons for disagreeing with the ADA Compliance Coordinator's decision or explain how the student's accommodation is not being implemented and submit any relevant documentation.
  - (2) Within ten (10) days of receiving a student's appeal, the CO will meet with the student and the ADA Compliance Coordinator to discuss the issues presented by the student's appeal. If appropriate, the CO will also discuss the issues with other staff members.
  - (3) When a student appeals a decision made by the ADA Compliance Coordinator, the CO will determine whether the ADA Compliance Coordinator's decision should be revised or sustained. If the decision is revised, the CO will ensure that the revised decision is implemented.
  - (4) When a student files an appeal on the basis that an approved accommodation is not being implemented, the CO will determine whether the accommodation is being fully implemented and if it is not, ensure that the accommodation is implemented. The CO will inform the student of the decision in writing within thirty (30) days after receiving the student's appeal.
  - (5) If not resolved and/or in extreme circumstances the appeal will be escalated to an informal hearing. TPCA Leadership will appoint a Hearing Committee consisting of several TPCA members with at least one (1) member having no involvement in the appeal and another member who may not be employed at TPCA. The hearing will occur within (30) days of committee appointment. The hearing will be informal with the student presenting his/her case followed by TPCA's response. The Hearing Committee will be allowed to ask questions of all involved parties. Within fifteen (15) days of the hearing, the committee will prepare a report summarizing the recommended resolution. TPCA Leadership shall consider the report and either accept, reject, or modify the recommendations of the committee.
  - (6) The student must exhaust TPCA's Appeal Procedure before submitting any requests to the State, School's accrediting agency, or DE.

#### **Student Orientation**

All incoming students will receive an orientation either before or on their first day of the program. This orientation is required for all incoming students. TPCA will discuss TPCA's mission, values, student policies, school and student responsibilities, the curriculum, how students will progress through the program, and introduce students to essential TPCA personnel. Once the orientation has concluded, students will be required to sign a form confirming their participation and acknowledging receipt of important information in their acceptable formats, as required by overseeing entities (e.g., TDLR, DE, etc.) and TPCA's policies and procedures. Orientation will be waived for those student re-enrolling after termination due to maximum time frame.

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# **GRADES, TRANSCRIPTS & MORE**

#### **Instructor Scheduling**

In order to expose students to a variety of instruction, students may have multiple instructors throughout their course.

#### **Tutoring**

Faculty and Staff are available for tutoring assistance. Arrangement for tutoring should be made with your instructor.

#### **Grading System**

As an integral part of the learning process, instructors are required to critique and/or grade the student's work.

TPCA's Grading System is intended to assist instructors in motivating and evaluating students, determining progress and achievement in the mastery of knowledge and skills.

#### **Progress Reports**

Progress Reports will be facilitated during the student's Satisfactory Academic Progress (SAP) evaluations. Students may request additional Progress Reports from their Instructor. Progress Reports can be requested orally or in written format and will be processed within forty-eight (48) business hours of the request.

If a student believes there is a discrepancy with a grade, the student should see their class instructor immediately following the issuance of the progress report. If determined that a grade change is necessary, the instructor will forward a request for a grade change to the Director of Education (or designate) for review. If the Director of Education (or designate) determines the grade change is warranted, the Director of Education (or designate) will issue a corrected student Progress Report.

#### **Transcripts**

A transcript is an official record of the student's educational progress, listing the subjects, grades earned; enrollment date range; and status of the student. Official transcripts are issued by TPCA's Registrar's Office. First-time transcript requests will be processed at no cost to the student and additional transcript requests will be assessed a non-refundable Transcript Fee, as per Fee Schedule of Other Fees. Transcript requests may be made for the following reasons:

- Submission to other institutions of higher education for transfer of clocked hours,
- Certification to an employer summarizing a student's enrollment and academic progress,
- Replacing a lost official transcript of the graduate

Students/graduates must submit a request in writing to TPCA. The student/graduate may submit a Transcript Request Form that includes the following information:

- (1) Student's name,
- (2) A copy of their VALID form of government-issued identification (driver's license, state ID, passport), which bears their printed name, photograph, and date of birth,
- (3) Purpose of the transcript request,
- (4) Name and address of the recipient,
- (5) The student's signature and the date

Transcript requests will be processed within forty-eight (48) business hours from the date TPCA acknowledged receipt of the written request from the student.

#### **Name Changes**

All students requesting a name change to their academic record must submit their request in writing to TPCA and include copies showing the legal name change. Proof of legal name change can be a copy of the following:

- Driver's license,
- Social security card,
- Marriage certificate,
- Divorce decree, or
- Other legal documents supporting the name change.

If the documentation is complete, the student's academic records will be updated accordingly with a copy of the legal documents in the student's academic file.

# Address, Telephone Number & E-mail Changes

Students are asked to notify TPCA of any address, telephone number, and e-mail changes. Notification can be made via written request to initiate the change. A student's registered address will be automatically updated if correspondence is returned to TPCA by the United States Postal Service (USPS) with an address correction.

#### **Schedule Changes**

Students wishing to change their schedule must make their request in writing to TPCA. The Director (or designate) will determine if and when the change can be accommodated based on education, schedule, and space availability. After consideration of the student's academic and financial standing, the Director will review and render a ruling on the requesting schedule change. If a schedule change is approved, the student may be charged a non-refundable Schedule Change Fee for schedule changes, as per Fee Schedule of Other Fees. Please note scheduled hours, and not actual hours, are used to determine new contracted graduation date.

#### **Scheduled & Unscheduled Hours**

While scheduled hours represent planned instructional time, unscheduled hours are at TPCA's discretion for "make-up" hours. Students still must be present during make-up hours and engaged in supervised instruction during these unscheduled hours to receive credit; otherwise, make-up hours are not allowed. Students may not be clocked in without an instructor present and instruction occurring. Examples of qualifying events for make-up hours include, but are not limited to:

- Completion of guest services on the clinic floor.
- Practical examinations e.g., Mock State Board Examination.
- Other qualifying events that require active participation from the student in an instructional activity related to the course of study, and the activity is supervised by an instructor.

Activities NOT considered make-up hours are periods of counseling or advisement, homework, vacation, lunch breaks, or other activities not related to class preparation or examination.

Make-up hours are subject to instructor approval, and the School Director (or Designate) will determine the availability of these make-up hours.

# **Over-scheduled Daily Hours**

Students may be required to stay on campus past their scheduled hours to complete services on clients under the supervision of a licensed instructor.

# FINANCIAL PLANNING POLICIES

# **Financial Planning**

TPCA offers financial planning to prospective and matriculating students during regular business hours. Prospective and matriculating students are encouraged to contact TPCA should they have any questions or require assistance with their financial planning.

#### **Financial Assistance**

TPCA is here to help. TPCA facilitates in-house financing plans for students who wish to pay on a payment plan. TPCA also assists students in devising financial plans to pay for their education via the U.S. Department of Education's Federal Student Financial Assistance Programs (Title IV funding), Veteran Education Benefits, or a combination of student/family contributions and financial assistance, to those who qualify.

#### Federal Assistance Programs – Title IV HEA Program Funds

TPCA is an eligible institution approved by the U.S. Department of Education to participate in Title IV grant and loan programs. The packaging of financial assistance is determined according to guidelines set by the U.S. Department of Education. A variety of programs are available for students qualifying for assistance. See *Insert 1D of this School Catalog for more detail on Title IV programs, process, and eligibility.* 

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#### **Federal Grants**

Federal Pell Grant: Intended to be the basis of the financial aid package and may be combined with other aid to meet the full cost of attendance. The Federal Pell Grant is a need-based aid program in which an eligible recipient does not have to repay the funds received.

# Federal Direct Loan Program

These are low interest loans for undergraduate and graduate students that are made available through the Federal Government. This program includes the Federal Subsidized Stafford, Federal Unsubsidized Stafford and Federal Parent Plus loans. There are grade level progressions and loan limits used for the administration of these loans.

- <u>Federal Direct Subsidized Stafford Loan</u>: This is a need-based-loan for which the Federal government subsidizes the interest until repayment begins and during any period of deferment. This is a loan and recipients must begin making payments at the end of their six-month grace period.
- <u>Federal Direct Unsubsidized Stafford Loan</u>: This is a non-need-based loan for which the Federal Government does not pay the interest subsidy. Interest accrues after disbursement. The recipient has the option to pay the interest or to defer payment of the interest for the grace period. This is known as capitalization.
- Federal Direct Parent Plus Loan: This loan is available to parents of dependent undergraduate students to help pay for the cost of the dependent's education. Borrowers of PLUS Loans are required to undergo a credit check by the lending institution. The definition of a "parent" for PLUS Loan eligibility is a student's biological or adoptive or stepparent in the event that person's income would have been taken into consideration when calculating the student's expected family contribution (EFC).

#### **Payment Agreement**

All payments are the responsibility of the student and are payable as stipulated on the Enrollment Contract. Methods of payment include full payment at the time of signing the Enrollment Agreement, Application Fee paid at time of signing agreement with balance paid prior to start date, or through an approved payment plan. Payment amounts are based upon the course in which the student is enrolled, and the student may opt to liquidate balance ahead of schedule. Any change in financial situations which may affect a student's ability to make scheduled payments must be discussed with the Financial Advisor (or designate).

#### Billing

Tuition payments are due based on the schedule established through the financial planning process. Payment options accepted are cash, check, money order, cashier's check, credit card, scholarships, Veteran Education Benefits or through Title IV HEA program funds. Students are responsible for paying the total tuition and fees and for repaying applicable loans plus interest. The student will be assessed a non-refundable Return Check Fee for returned checks, as per Fee Schedule of Other Fees. Payments made five (5) calendar days beyond the agreed payment due date, the student's account may accrue a non-refundable Late Payment Fee for each missed payment beyond the agreed upon timeframe, as per Fee Schedule of Other Fees. After 90 days for non-payment, the student's account may be forwarded to TPCA's collection agency. The student will be responsible for all costs associated with the collection.

Students who withdraw or are terminated from enrollment before course completion, the institutional charges for the program will be adjusted based on the hours elapsed beginning on the student's first day of attendance and ending on the student's last physical day of attendance. Please reference Refund Policy.

#### **Tuition Discounts and Fee Waivers**

TPCA also reserves the right to offer tuition discounts and/or waive some or all program costs to eligible class starts, employees, and immediate relations of TPCA employees. In cases where an individual does not complete the program and withdraws, the tuition discount, or waived amount, will be refunded to the School. The individual's financial responsibility to the School would increase equal to the scholarship or waived amounts.

# **Supply Fees Policy**

Supplies are non-consumable items such as books, equipment, uniform, school ID, and other miscellaneous items used to complete a program. Supplies may vary by program, and all fees are identified in the School Catalog and enrollment agreement.

Supplies are purchased directly via TPCA's brand partners, which are not readily available online or in retail stores. Purchase of these supplies is mandatory to afford a similar training experience to every newly enrolled student. These supplies are not considered part of tuition and are not refundable once they have been issued to the student. Students are responsible for the safekeeping of their personal items, including the supplies. The institution reserves the right to distribute the student supplies in intervals. Supply items may be changed at the discretion of the institution.

Please note transfer students may opt out of purchasing these supplies should the supplies received from their former school meet similar standards, allowing them to complete the program without interruption.

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#### **Definition of Tuition**

Tuition is the sum of money charged for tuition (or contracted hours within a contracted or agreed upon timeframe) minus supplies, graduation fees, application fee, rentals, and other charges, which are not considered in the tuition adjustment computation, as charges are itemized separately in the Enrollment Agreement. All fees are identified in the catalog and enrollment agreement.

# Notice of Cancellation (Cosmetology Operator; Esthetician; Nail Technician)

Section 1602.457. Cancellation and Settlement Policy Texas Department of Licensing and Regulation (TDLR) Regulation of Cosmetology

For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. The supplies, graduation fees, application fee, rentals, and other charges, which are not considered in the tuition adjustment computation, are non-refundable. 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 30 days of official cancellation or withdrawal after the date the student becomes eligible for the refund.

#### **Cancellation & Settlement Policy**

The holder of a private beauty culture school license shall maintain a cancellation and settlement policy that provides a full refund of money paid by a student if the student:

- (1) Cancels the enrollment agreement or contract not later than midnight of the third day after the date the agreement or contract is signed by the student, excluding Saturdays, Sundays, and legal holidays; or
- (2) Entered into the enrollment agreement or contract because of a misrepresentation made:
  - (A) in the advertising or promotional materials of the School; or
  - (B) by an owner or representative of the School.

#### **Refund Policy**

- (a) The holder of a private beauty culture school license shall maintain a refund policy to provide for the refund of any unused part of tuition, fees, and other charges paid by a student who, at the expiration of the cancellation period established under Section 1602.457:
  - (1) fails to enter the course of training;
  - (2) withdraws from the course of training; or
  - (3) is terminated from the course of training before completion of the course.
- (b) The refund policy must provide that:
  - (1) The refund is based on the period of the student's enrollment, computed on the basis of course time expressed in scheduled hours, as specified by an enrollment agreement, contract, or other document acceptable to the department;
  - (2) The effective date of the termination for refund purposes is the earliest of:
    - (A) the last date of attendance, if the student is terminated by the School;
    - (B) the date the School receives the student's written notice of withdrawal;
    - (C) 10 school days after the last date of attendance; or
    - (D) the earlier of the date of expiration of an approved leave of absence (LOA) or the date the student notifies the Institution that the student will not be returning in writing; and
  - (3) The School may retain not more than \$100 if:
    - (A) tuition is collected before the course of training begins; and
    - (B) the student fails to withdraw from the course of training before the cancellation period expires.

Parent(s) or legal guardian(s) of dependent minor students must provide such notice of cancellation. A withdrawal does not absolve the student and parent(s) or guardian(s), if any, of the financial responsibilities under the conditions of the Enrollment Agreement. For unofficial withdrawal, students are determined to no longer be attending school through monitoring clock hour attendance at least every 10 school days. Expelled (dismissed) students will be determined by the institution by monitoring attendance at least every 10 school days. The student will be charged a non-refundable Withdrawal Fee of \$150.00.

# Withdrawal or Termination of Student

All refunds will be calculated based on the student's last date of attendance. Any monies due to a student who withdraws shall be refunded within 30 days of a determination that a student has withdrawn, whether officially or unofficially.

- (a) If a student begins a course of training at a private beauty culture school that is scheduled to run not more than 12 months and, during the last 50 percent of the course, withdraws from the course or is terminated by the School, the School:
  - (1) may retain 100 percent of the tuition and fees paid by the student; and
  - (2) is not obligated to refund any additional outstanding tuition.

- (b) If a student begins a course of training at a private beauty culture school that is scheduled to run not more than 12 months and, before the last 50 percent of the course, withdraws from the course or is terminated by the School, the School shall refund:
  - (1) 90 percent of any outstanding tuition for a withdrawal or termination that occurs during the first week or first one-tenth of the course, whichever period is shorter;
  - (2) 80 percent of any outstanding tuition for a withdrawal or termination that occurs after the first week or first one-tenth of the course, whichever period is shorter, but within the first three weeks of the course;
  - (3) 75 percent of any outstanding tuition for a withdrawal or termination that occurs after the first three weeks of the course but not later than the completion of the first 25 percent of the course; and
  - (4) 50 percent of any outstanding tuition for a withdrawal or termination that occurs not later than the completion of the first 50 percent of the course.
  - (5) If the student withdrawals or is terminated on or after 50-percent of the course, TPCA may retain 100-percent of the tuition fees paid by the student and is not obligated to refund any additional outstanding tuition.
- (c) A refund owed under this section must be paid not later than the 30<sup>th</sup> day after the date the student becomes eligible for the refund.
- (d) Students who withdraw or terminate before course completion are charged a non-refundable Withdrawal Fee of \$150.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (e.g., extra supplies, materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and enrollment agreement.

#### **Interest on Refund**

- (a) If tuition is not refunded within the period required by Section 1602.459, the School shall pay interest on the amount of the refund for the period beginning the first day after the date the refund period expires and ending the day preceding the date the refund is made.
- (b) If tuition is refunded to a lending institution, the interest shall be paid to that institution and applied against the student's loan.
- (c) The commissioner of education shall annually set the interest rate at a rate sufficient to deter a school from retaining money paid by a student.
- (d) The department may exempt a school from the payment of interest if the School makes a good faith effort to refund the tuition but is unable to locate the student. The School shall provide to the department on request documentation of the effort to locate the student.

#### **Re-entry of Student After Withdrawal or Termination**

If a student voluntarily withdraws or is terminated after completing 50 percent of the course at a private beauty culture school, the School shall allow the student to reenter at any time during the 48-month period following the date of withdrawal or termination.

#### **Effect of Student Withdrawal**

- (a) A private beauty culture school shall record a grade of incomplete for a student who withdraws but is not entitled to a refund under Section 1602.459(a) if the student:
  - (1) requests the grade at the time the student withdraws; and
  - (2) withdraws for an appropriate reason unrelated to the student's academic status.
- (b) A student who receives a grade of incomplete may re-enroll in the program during the 48-month period following the date the student withdraws and complete the subjects without payment of additional tuition.

#### **Effect of School Closure**

- (a) If a private beauty culture school closes, the department shall attempt to arrange for students enrolled in the closed school to attend another private beauty culture school.
- (b) If a student from a closed school is placed in a private beauty culture school, the expense incurred by the School in providing training directly related to educating the student, including the applicable tuition for the period for which the student paid tuition, shall be paid from the private beauty culture school tuition protection account.
- (c) If a student from a closed school cannot be placed in another school, the student's tuition and fees shall be refunded as provided by Section 1602.458. If a student from a closed school does not accept a place that is available and reasonable in another school, the student's tuition and fees shall be refunded under the refund policy maintained by the closed school under Section 1602.459. A refund under this subsection shall be paid from the private beauty culture school tuition protection account. The amount of the refund may not exceed \$35,000.
- (d) If another school assumes responsibility for the closed school's students and there are no significant changes in the quality of the training, the student from the closed school is not entitled to a refund under Subsection (c).

#### **Debt Collections**

After 90 days of non-payment, the student's account may be forwarded to a collection agency. The student will be responsible for all costs associated with the collection.

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# **Qualifying Events for Settlement**

When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, and/or death of immediate family member, TPCA may endeavor a settlement that is reasonable and fair to both parties.

#### **Refund Calculation Policy**

Refunds will be calculated in accordance with Texas Occupations Code, Chapter 1602, Cosmetologists.

#### Notice of Cancellation (Class A Barber)

Section 1601.562 Cancellation and Settlement Policy Texas Department of Licensing and Regulation (TDLR) Regulation of Barbering

For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. The supplies, graduation fees, application fee, rentals, and other charges, which are not considered in the tuition adjustment computation, are non-refundable. 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 30 days of official cancellation or withdrawal after the date the student becomes eligible for the refund.

#### **Cancellation & Settlement Policy**

A barber school permit holder shall maintain a cancellation and settlement policy that provides a full refund of all money paid by a student if the student:

- (1) Cancels the enrollment agreement not later than midnight of the third day after the date the agreement is signed by the student, excluding Saturdays, Sundays, and legal holidays; or
- (2) Entered into the enrollment agreement because of a misrepresentation made:
  - (A) in the School's advertising or promotional materials; or
  - (B) by an owner or representative of the School.

#### **Refund Policy**

- (a) A barber school permit holder shall maintain a refund policy to provide for the refund of the unused part of tuition, fees, and other charges paid by a student who, after the expiration of the cancellation period established under Section 1601.562:
  - (1) fails to begin the course of training;
  - (2) withdraws from the course of training; or
  - (3) is terminated from the course of training before completion of the course.
- (b) A barber school's refund policy must provide that:
  - The refund is based on the period of the student's enrollment, computed on the basis of course time expressed in scheduled hours, as specified by an enrollment agreement, contract, or other document acceptable to the department;
  - (2) The effective date of the termination for refund purposes is the earliest of:
    - (A) the last date of attendance, if the student is terminated by the School;
    - (B) the date the School receives the student's written notice of withdrawal;
    - (C) 10 school days after the last date of attendance; or
    - (D) the earlier of the date of expiration of an approved leave of absence (LOA) or the date the student notifies the institution in writing that the student will not be returning; and
  - (3) The School may retain not more than \$100 if:
    - (A) tuition is collected before the course of training begins; and
    - (B) the student does not begin the course of training before the date the cancellation period under Section 1601.562 expires.
- (c) A barber school permit holder shall publish in the catalogue and enrollment agreement of the School a description of the refund policy.

Parent(s) or legal guardian(s) of dependent minor students must provide such notice of cancellation. A withdrawal does not absolve the student and parent(s) or guardian(s), if any, of the financial responsibilities under the conditions of the Enrollment Agreement. For unofficial withdrawal, students are determined to no longer be attending school through monitoring clock hour attendance at least every 10 school days. Expelled (dismissed) students will be determined by the institution by monitoring attendance at least every 10 school days. The student will be charged a non-refundable Withdrawal Fee of \$150.00.

#### Withdrawal or Termination of Student

All refunds will be calculated based on the student's last date of attendance. Any monies due to a student who withdraws shall be refunded within 30 days of a determination that a student has withdrawn, whether officially or unofficially.

(a) If a student who begins a course of training scheduled to last not more than 12 months withdraws from the course or is terminated from the course by the barber school, the School:

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- (1) may retain \$100 in tuition and fees paid by the student; and
- (2) is not obligated to refund any additional outstanding tuition if the student withdraws or is terminated during the last 50 percent of the course.
- (b) If the student withdraws or is terminated before the last 50 percent of the course begins, the School shall refund:
  - (1) 90 percent of any outstanding tuition for a withdrawal or termination that occurs during the first week or first one-tenth of the course, whichever period is shorter;
  - (2) 80 percent of any outstanding tuition for a withdrawal or termination that occurs after the first week or first one-tenth of the course, whichever period is shorter;
  - (3) 75 percent of any outstanding tuition for a withdrawal or termination that occurs after the first three weeks of the course but not later than the completion of the first 25 percent of the course; and
  - (4) 50 percent of any outstanding tuition for a withdrawal or termination that occurs not later than the completion of the first 50 percent of the course.
- (c) If a student withdraws or is terminated after 50 percent of the course has been completed, the School shall allow the student to reenter the School at any time before the fourth anniversary of the date of withdrawal or termination.
- (d) A refund owed under this section must be paid not later than the 30th day after the date the student becomes eligible for the
- (e) Students who withdraw or terminate before course completion are charged a non-refundable Withdrawal Fee of \$150.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (e.g., extra supplies, materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and enrollment agreement.

### **Effect of Student Withdrawal**

- (a) A barber school shall record a grade of incomplete for a student who withdraws from a course of training but who is not entitled to a refund under Section 1601.564 if:
  - (1) the student requests the grade at the time of withdrawal; and
  - (2) the withdrawal is for an appropriate reason unrelated to the student's academic status.
- (b) A student who receives a grade of incomplete may re-enroll in the course of training before the fourth anniversary of the date the student withdraws and may complete the subjects without paying additional tuition.

### **Payment of Refund**

- (a) A barber school shall pay a refund owed under this subchapter not later than the 30<sup>th</sup> day after the date the student becomes eligible for the refund.
- (b) A school that fails to pay the refund within the period required by this section shall pay interest on the amount of the refund for the period beginning on the 31st day after the date the student becomes eligible for the refund and ending on the day preceding the date the refund is made. The commissioner of education shall annually set the interest rate at a rate sufficient to deter a school from retaining money paid by a student.
- (c) If a school refunds tuition to a lending institution, the interest is paid to the institution and applied against the student's loan.
- (d) The department may exempt a school from the payment of interest if the School makes a good faith effort to refund the tuition but is unable to locate the student. The School shall provide to the department on request documentation of the School's effort to locate the student.

## **Re-entry of Student After Withdrawal or Termination**

If the student voluntarily withdraws or is terminated after completing 50 percent of the course and received a grade of incomplete, the student may be allowed to re-enroll in the course of training without paying additional tuition, if the student submits and completes all school admission requirements during the 48-month period following the date of withdrawal or termination.

# **Debt Collections**

After 90 days of non-payment, the student's account may be forwarded to a collection agency. The student will be responsible for all costs associated with the collection.

### **Qualifying Events for Settlement**

When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, and/or death of immediate family member, TPCA may endeavor a settlement that is reasonable and fair to both parties.

# **Effect of School Closure**

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 after 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 canceled 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 Revised: April 1, 2022

completion of the course OR participate in a teach-out agreement OR provide a full refund of all monies paid.

### **Refund Calculation Policy**

Refunds will be calculated in accordance with Texas Occupations Code, Chapter 1601, Barbers.

### **Title IV Refund Policy**

See Insert 1D for Title IV program eligibility, refund policy and related regulations.

# **DRESS CODE**

### **Student Dress Code**

TPCA student dress code is based on industry standards in the careers for which students are preparing and is intended to promote consistency and uniformity within TPCA, while still affording some room for expression.

### Criteria for Appearance when Arriving at School: Create a Perfect First Impression!

Remember you are now starting a career in the beauty and grooming industry. Guest look to you for the latest trends. Look the part of a professional and you will feel professional!

### **Shoes**

- Must be clean, in good condition and shoestrings tied.
- Can be any color.
- Must be closed toe & closed heel.
- No high-heels, flip-flops, CROCS, or sandals.

#### Uniform

- Solid black bottoms, skirts, slacks, shorts, or capris— All MUST be knee length or longer.
- Solid black, form-fitting/skintight pants, such as leggings and tights are acceptable only when worn under a top, dress or skirt that is no shorter than the top of the knee.
- Clothing must be neat and clean.
- Solid black shirts, polos, blouses (smocks may be worn over the top).
- No skin or undergarments may be visible between the shirt and pant or skirt.
- Abdomens, underarms, bottoms, shoulders, cleavage, lingerie and undergarments must be covered at all times.
- Avoid bulky sweaters, sweatshirts, low cut tops exposing cleavage, spaghetti straps, and tank tops.
- Lace or see thru shirts are acceptable with appropriate shirts worn underneath covering bra straps and cleavage.
- Clothing must not contain unprofessional language or images.
- No pajamas, sweatpants, or sleep attire.
- No low cut, not sleeveless shirts.

### **Accessories**

- Be creative and add color!
- Permitted accessories include jewelry, belts, neck scarves and decorative hair accessories of any color.
- All hair styling, makeup, and facial hair must be professional and complete before arrival at TPCA.
- Hands and fingernails must be clean and manicured. Students shall maintain fingernail lengths and follow guidelines appropriate for the career they have chosen.

### Hair, Nails & Makeup

- Hands and fingernails must be clean and manicured. Students shall maintain fingernail lengths and follow guidelines appropriate for the career they have chosen.
- We encourage students to look professional with makeup done and hair styled daily. Makeup and hair should be done before school unless approved by the supervising instructor.
- Hair accessories are acceptable—e.g., styled hairpieces, decorations, extensions, etc.

Students must always comply with the dress code requirements during course hours while on the premises. TPCA reserves the right to designate a casual day.

#### **STUDENT POLICIES**

### **Conduct & Employability Standards**

Appearance, attitude and professional behavior are essential elements of the student's career preparation and job success.

- (1) When a student's appearance, attendance, and/or attitude is in opposition to the career education goals to which the School's academic and placement assistance are dedicated, the student may be advised, dismissed for the day and/or placed on probation. If no progress is shown during the probation period, the student may be dismissed.
- (2) When a student's behavior interferes with the rights of others, disrupts and/or prohibits the learning process of other students, or is in opposition to policies and rules of the classroom and TPCA, the student may be advised, dismissed for the day and/or placed on probation. If no progress is shown during the probation period, the student may be dismissed.
- (3) When a student is guilty of negligent and/or careless acts and/or omissions in the learning process so as to endanger or to cause injury to another person or property, the student may be advised, dismissed for the day and/or placed on probation or may be automatically dismissed.
- (4) Under certain circumstances, a student's conduct may warrant immediate dismissal. Examples of this include, but are not limited to:
  - (a) Cheating.
  - (b) Engaging in verbal threats, intimidation, use of foul or profane language, physical or verbal threats, sexual assault, physical violence, racial or sexual harassment, bullying in or around TPCA.
  - (c) Possession of weapons, firearms, and knives while on TPCA property or when involved in any TPCA sponsored activity.
  - (d) Possessing, distributing, or using alcohol, illegal drugs and/or drug paraphernalia in or around TPCA.
  - (e) Vandalizing, stealing or being in possession of stolen property.
  - (f) Falsifying information including forging or tampering with documents.
  - (g) Intentionally make false or misleading statements, including malicious gossip.

## **Sexual Misconduct Prevention & Response**

TPCA is committed to complying with all laws that prohibit discrimination on the basis of sex in admission to, employment with, and otherwise in the operation of its educational programs and activities. TPCA strives to ensure that all TPCA students have equal opportunity to benefit from TPCA's programs and activities and that all TPCA employees enjoy equal employment opportunity, free from sex discrimination and sexual harassment.

To ensure all complaints of sex discrimination and sexual harassment—whether brought by students, employees, and/or third parties—are promptly investigated and, where a violation is found, TPCA will take the appropriate measures to end the conduct, prevent its recurrence, and address its effects.

Sexual harassment is unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of this conduct explicitly or implicitly affects a person's employment or education, unreasonably interfered with a person's work or educational performance, or creates an intimidating, hostile or offensive working or learning environment.

Individuals who believe they are victims of sexual harassment should make it clear that such behavior is offensive to them. If the behavior continues, the matter must be documented and relayed to any faculty and staff the individual feels most comfortable with or submit the incident via e-mail at adam.chavana@TPCALaredo.com to ensure immediate escalation; the individual may opt to remain anonymous.

Responsible employees must promptly report sexual harassment that they observe or learn about. Students who are found to be participating in any form of sexual harassment will be subject to disciplinary action, including but not limited to suspension or dismissal from TPCA.

Any student, employee or other people who believe that (s)he has been subjected to any form of sex discrimination, sexual harassment, or sexual assault in violation should make a complaint, as TPCA takes all such complaints seriously.

If any individual believes (s)he was sexually assaulted, the sole priority is to reach a place of safety. TPCA strongly advocates that a victim of sexual assault reports the incident promptly.

## **Student Conduct**

Time is a critical factor for evidence collection and preservation for the proof of a criminal offense. An assault should be reported directly to local police and/or TPCA. Upon request, TPCA will assist victims in reporting incidents of sexual assault to local police. Filing a police report will not obligate the victim to prosecute, nor will it subject the victim to scrutiny or judgmental opinions from

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officers. TPCA seeks to handle each complaint and investigation with professionalism and discretion. A fair and effective investigation often requires that the details of the complaint and/or the identity of the complainant be shared with those individuals involved in and/or interviewed in the investigation. Such individuals are expected to maintain the confidentiality of the matter to the extent possible.

You can obtain information about rape awareness and prevention, victim support, counseling and mental health from the Rape, Abuse, and Incest National Network, at 1.800.656.HOPE (4673) or their website [www.rainn.org]. TPCA does not offer on-campus counseling services.

In the event a student has been apprehended for the violation of a law in the community, state or nation, TPCA will not request nor agree to special consideration for that individual because of his or her status as a student. TPCA will cooperate fully with law enforcement and other agencies in the enforcement of the law.

Police reports are public records under state law, and therefore TPCA cannot guarantee the absolute confidentiality of reports of crime obtained from police records but will make every effort to maintain the confidentiality of such information to the greatest extent permitted by law.

## Weapons & Firearms-Free School

Weapons and firearms of any kind are not allowed on school premises. Possession of weapons or firearms on any kind will result in immediate termination of enrollment with no chance of re-entry.

#### **Constructive Instruction**

Feedback is a gift and is not meant to be taken personally. Instructors use feedback for your personal and professional benefit. Any student disrespect or lack of cooperation toward instructors as a result of constructive criticism will be regarded as exhibiting unprofessional behavior and may result in the student being withdrawn from TPCA.

#### The Clinic Culture

The clinic is a vital part of student instruction, as it aids in the development of skill needed to meet the demands of industry-standard hair, skin, and nail services. During clinic, students must be engaged with the client.

### **Clinic Floor Guidelines**

- Discussions not related to the course—e.g., personal, vulgar, profane, sexual, political, religious, etc.—are not permissible.
- Students must be respectful and treat every client as an important class assignment.
- No food is permitted while on the clock.
- No cell phones are allowed unless permission is granted from an instructor or management.
- Visitors should remain in the reception or waiting area.
- It is the student's responsibility to ask questions to build skills accordingly.
- Students are responsible for their assigned workstation and its upkeep.
- Students must remain at their assigned stations or designated areas.
- Students may not visit with another student who is servicing a client.
- Students cannot wait for another student to go on break and must return on time.
- Students refusing to do a client or service or complete any other program requirement will be clocked out and sent home.
- Students cannot move or adjust any service already scheduled and assigned to them.
- Friends and family must go through Guest Services to schedule their appointment.

Should a student not be servicing a client or is allowing a client to process it is expected the student continuously work on their school-related projects, assignments, reading, or test preparation assigned by their instructor during school hours.

## **Required Practical Experiences**

Policy and Regulatory agencies may require students to complete an established number of practical experiences (or "projects") for satisfactory skill development and graduation. Projects may be conducted on manikins, models, or clients. The requirements listed by category are the MINIMUM experiences that each student must complete before graduation. Instructors may schedule more practices or projects based on the training NEEDS of the students and clientele volume. Based on published criteria, practical assignments are evaluated as completed and counted toward program completion ONLY when rated as passing or better. Instructors will sign one block on the Practical Monthly Tally Sheet form for each project completed in the respective category. Although TPCA strives to afford the time and personal instruction to each student, depending on the demands of the clinic floor and training needs of each student, the clinic floor can be demanding for the instructors. It is important that students remain patient and be considerate of others that may be in queue. It is the students' responsibility to ask questions accordingly before and during the

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execution of each project. Then, regardless of wait-time, approach their instructor for a final review of the project for their feedback and signature. It is also essential the student keep the Practical Monthly Tally Sheet form in a secure area for turning in each month, as no credit will be given if the form is lost.

# **Classroom & Clinic Assignment**

#### Services

Students are required to remain with their instructors in their classrooms or assigned work areas unless at scheduled lunch or break.

Students are assigned a station after concluding Phase I training and may be reassigned at the discretion of TPCA Staff. All supplies and personal belongings must be stored in the student's assigned locker, roll-around, or designated area.

There will be a charge for all services and products provided to clients or students unless otherwise approved in advance by TPCA Instructor (or designate). Students cannot bring into TPCA any beauty product not sold or carried at TPCA, nor should students advise clients to do so.

TPCA assumes no responsibility or liability for accidents, bodily harm, or loss of personal belongings for both students and clients.

### Sanitation

Sanitation is a critical part of our students' learning process. Adhering to TDLR health and safety standards as outlined in the published rules and regulations is essential in maintaining a sanitary establishment. Students are required to maintain a clean and safe station; before, during and after performing client services or practical work.

Cosmetology and barber students are subject but not limited to the following health and safety standards to maintain a sanitary workspace:

- Wiping down the surface of their chair, station, and shampoo bowl;
- Remove hair from shampoo bowl;
- Clean mirror;
- Sanitize implements before and after each use;
- Place soiled towels in the appropriate receptacle;
- Sweep/mop the area surrounding them (hair must be removed by sweeping prior to styling); and
- Additional tasks may be required depending on the service being provided.

Esthetic students are subject but not limited to the following health and safety standards to maintain a sanitary workspace:

- Wipe down the surface of their spa bed;
- Place soiled laundry in the appropriate receptacle;
- Replace collar on wax pot;
- Replace paper or bed sheets on spa beds/chairs used for services;
- Sweep/mop the area surrounding them;
- Sanitize implements before and after each use; and
- Additional tasks may be required depending on the service being provided.

Nail Technician students are subject but not limited to the following health and safety standards to maintain a sanitary workspace:

- Wipe down the surface of their manicure and pedicure stations and chairs;
- Place soiled laundry in the appropriate receptacle;
- Sweep/mop the area surrounding them ensuring area is free of clippings and debris;
- Sanitize implements before and after each use; and
- Additional tasks may be required depending on the service being provided.

## **Clinical Education Disclaimer**

Included in TPCA's curriculum, part of the students' learning experience at TPCA will be facilitated in the clinic classroom ("clinic")—a space designed to model the student's chosen industry. The clinic is designed to allow students to learn and practice their skills in a salon-, spa-, and barbershop-modeled environment. It is in this simulated environment that students will learn by performing industry-standard beauty or grooming services with real, paying customers of the clinic. Students will also learn to develop other essential assets that are crucial components for success in their future industries—i.e., such as professionalism, marketing, and sales. Hence, learning in this industry-modeled environment and practicing on real clients is critical to a student's learning process. Additionally, while in clinic, students will receive academic credit for the time spent in clinic.

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As such, students of TPCA are <u>not</u> employees of the School and will not receive compensation for any aspect of their education, including but not limited to time spent providing beauty and grooming industry related services to members of the public, cleaning and sanitizing their stations in the clinic, and similar activities. This is reaffirmed in TDLR's published rules and regulations, strictly prohibiting students from receiving any form of compensation while training for licensure.

## **Food & Snack Policy**

No consumption of foods is permitted during classroom hours unless food items have been pre-approved by TPCA Director (or designate). No food is allowed in clinic area. Non-alcoholic beverages are permissible but must be in a sealable container. Should a student be required to eat due to a medical condition the student must provide medical documentation.

## **Supplies**

Students are responsible for purchasing supplies from TPCA, which are not included in the cost of tuition. The term supplies encompass books and other items needed to complete the course. The supplies will be issued at the appropriate educational benchmarks/intervals, and students are not allowed to take the supplies out of school premises unless 1) Permission from Director (or designate) is obtained or 2) Program requirements and financial obligations have been met. The students are responsible for the completeness of their supplies and may not be sold, until course completion. TPCA reserves the right to alter the supplies at any time. Please note that students are responsible for the purchase of stationery such as pens, highlighters, notebooks, etc., and consumable supplies.

## **Consumable Supplies**

Students are required to purchase additional consumable supplies while in school. These needed supplies may include, but not limited to pens or pencils, notebook, gloves, gel, hand sanitizer, etc., and may vary by program. These supplies are necessary to ensure the student's success while in a program and remain the property of the student.

## **Student Privacy**

Students understand the following limitations on their privacy apply while at school. Lockers furnished for student use belong to the School and are subject to search by school or police officials at any time for any reason. Students should not expect privacy in their use of school lockers.

By entering onto the premises of the School, students agree that they and any parcels, including handbags, briefcases, and purses or other items and personal effects they may bring with them (including any vehicle parked on school property) are subject to reasonable search by school personnel.

# **Supplies & Personal Belongings**

Each student is responsible for his or her supplies and personal belongings and is provided a locker or roll-around, or designated area for storage of these items. Purses, coats, bags, backpacks, and other personal belongings must be kept in a locker, roll-around, or designated area at all times during classroom and clinic hours. TPCA is not responsible for lost or stolen items, and it is the student's responsibility to replace any missing supplies at his or her own expense.

Students are required to have the supplies they need to complete services and assignments. If a student chooses to take these items home, it is the student's responsibility to return them to TPCA. Students who do not come prepared to the classroom or clinic with their supplies, they will not be allowed to clock in until they bring their supplies.

## Lockers, Roll-Arounds & Designated Areas

Each student is assigned a locker, roll-around, or designated area at course commencement. Students assigned a locker must use a combination lock to secure supplies and personal belongings within their locker and provide the Student Advocate (or designate) with the lock's combination. Students assigned a roll-around will be provided with a key to secure supplies and personal belongings within their roll-around.

Lockers and roll-arounds are for use by current, active students only. Students must remove all belongings from their assigned locker or roll-around immediately upon graduation, termination, or withdrawal from TPCA. Items found to be stored longer than thirty (30) days since the student's last day of attendance or in unassigned lockers or roll-arounds will be discarded.

Lockers and roll-arounds are the property of TPCA and may be formally inspected at any time. Students are required to organize, clean and sanitize their lockers and roll-arounds daily. Care must be taken not to mix unsanitary personal belongings (e.g., food, money, and clothing, etc.) with sanitized implements and supplies. Students who damage lockers and roll-arounds will be required to pay the cost of repairing or replacing the locker or roll-around.

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## Hours of Operation: Course Schedules

*Full-Time	*Part-Time (Fast Track)	*Part-Time
30 Hours Per Week	25 Hours Per Week	20 Hours Per Week
Tuesday-Saturday:	Tuesday-Saturday:	Tuesday-Saturday:
★ 9:30 a.m4:30 p.m.	★ 9:30 a.m2:30 p.m.	★ 9:30 a.m1:30 p.m.
★ Theory: 9:30 a.m10:45 a.m.	★ Theory: 9:30 a.m10:45 a.m.	★ Theory: 9:30 a.m10:45 a.m. *Schedule not currently available.
*Schedule not currently available.	*Schedule not currently available.	*Excluded from Cosmetology Operator & Class A Barber program *Flex-schedule options available for Nail Technicians, Estheticians.
Full-Time	Part-Time	*Flex Schedule
28 Hours Per Week	21 Hours Per Week	15 Hours Per Week
Wednesday-Saturday:	Wednesday-Saturday:	Wednesday-Saturday:
★ 9:15 a.m5:00 p.m.	★ 9:15 a.m2:30 p.m.	★ 15 Hours per Week
★ Theory: 9:15 a.m10:30 a.m.	★ Theory: 9:15 a.m10:30 a.m.	* Excluded from Cosmetology Operator & Class A Barber program *Flex-schedule options available for Nail Technicians, Estheticians

TPCA reserves the right to modify course schedules, and enrollment periods contingent to enrollment (applicant) outcomes.

### Holidays

TPCA operates year-round. Schedules may vary by course. TPCA is closed in observance of the following holidays and school closings and is accounted for in course length:

★ Spring Break: 5 days (3<sup>rd</sup> week of March)

★ Summer Break: 10 days (1st week of June and July)

★ Thanksgiving: 3 days (Thursday, Friday, and Saturday)

★ Winter Break: 10 days (Christmas Eve through 2<sup>nd</sup> week of January)

★ Staff Professional Development: April 2, 2022

TPCA reserves the right to modify its holidays and School closings. TPCA varies from the published calendar only in unusual or extenuating circumstances.

## **School Delays & Cancellations**

In the event of inclement weather or other unforeseen and extenuating circumstances, TPCA will make every effort to communicate cancellations or delays via text message, TPCA's social media properties, website [www.tpcalaredo.com], and/or e-mails to students. Decisions for cancellations or delays will be determined a day before school closure or early morning. School delays and cancellations do not impact scheduled hours. Students' enrollment agreements will be extended the same number of days the School is closed or delayed.

## **Attendance & Documentation of Time**

All courses require continuous attendance and students must abide by the prescribed weekly attendance schedule.

Any deviation from the schedule chosen by the student may result in extra instructional charges, suspension, or termination from the Academy, and have an adverse outcome on scholarships/waivers or any financial assistance received from Title IV, Veteran Education Benefits, etc., if applicable. Remember that any absences, tardies, early leave requests, and clocking in and out outside the assigned schedule further pushes the expected graduation date.

#### Absences

A student is considered to be absent during any unattended portion of their regular schedule. Excused and unexcused absences do not apply. The student must earn and meet academic and clock hour requirements respective to their program, as required by TDLR.

Any absence will interfere with the student's learning process and can result in extra instructional charges. To ensure both the designated instructor(s) and clinic floor have the opportunity to plan accordingly, the student must notify TPCA of all planned absence(s), regardless of reason, before the date of the planned absence.

In cases of illness, emergency, or other unforeseen absences, it is vital that the student contact TPCA as soon as possible, at least 45 minutes before their start time, to notify the instructor(s) and clinic floor, if applicable, to make any necessary arrangements.

- Excessive absences without notice from the student may result in corrective action up to and including immediate dismissal from TPCA.
- When a student is purposely over-attending without permission from their instructor, it may result in corrective action up to and including immediate dismissal from TPCA.

 Students absent fourteen (14) consecutive calendar days or ten (10) school days, whichever comes first, will be immediately dismissed.

TPCA's internal Attendance Policy is defined as 67% or higher of scheduled hours as per Satisfactory Academic Progress Policy.

The student withdrawal date for any student that withdraws or is dismissed from TPCA will be the last date of attendance. Attendance Percentage is calculated by taking the total hours attended divided by the scheduled hours.

Example 1:

Example 2:

Hours Attended= 97.88 Absent Hours= 17.90 Scheduled Hours= 110.00 Attendance Percentage= 88.98% Hours Attended= 505.57 Absent Hours= 37.68 Scheduled Hours= 520.00 Attendance Percentage= 97.23%

97.88/110.00= 88.98%

505.57/520.00= 97.23%

- Students in the Cosmetology Operator and Class A Barber programs who are absent a total of ten (10) school days within the first 30 calendar days from the student's effective start date will be required to restart with the next available cohort. There is, however, an expectation that the impeding issue(s) that were the reason for the absences be resolved prior to the student being permitted to restart.
- Students in the Esthetician and Nail Technician programs who are absent a total of five (5) school days within the first 15 calendar days from the student's effective start date will be required to restart with the next available cohort. There is, however, an expectation that the impeding issue(s) that were the reason for the absences be resolved prior to the student being permitted to restart.

Students required to restart is at the sole discretion of the school.

## <u>Tardiness</u>

Students must be on time, as tardiness inhibits the learning process. A student is considered tardy if attempting to clock-in five (5) minutes past their scheduled reporting time. Students arriving past the five (5) minute grace period will not be allowed to clock in until TPCA's clinic is opened, not to exceed a grace period of five (5) minutes and will not receive credit for classroom theory hour(s). Students with a substantial reason may be allowed to clock in on a case-by-case basis, subject to management approval. Additional time may also be allotted to students who live beyond city limits. Of note, students must immediately notify their instructor and/or Director of tardiness. Approved tardiness does not exempt students from meeting their contractual course hours to the School. Students who are late to a workshop, guest speaker, or TPCA function may be allowed to attend; however, they must be accompanied by an instructor. Students are never excused from mandatory classroom theory to practice in the clinic.

Any tardies or deviations from the chosen schedule will interfere with the student's learning process and may result in extra instructional charges.

### **Early Leave Request**

Early leave request must be approved by the student's designated instructor, in consultation with TPCA Director (or Designate). Please note, leaving early can result in extra instructional charges.

## **Leave of Absence Policy**

From time to time, circumstances might compel students to interrupt their enrollment. Students who find it necessary to be out of school for an extended period a Leave of Absence (LOA) may be available, which may be obtained from the Director (or designate). An LOA refers to the specific time period during a program when a student is not in attendance. An LOA is not required for an institutionally scheduled break. However, a scheduled break may occur during an LOA.

The student must follow this policy in requesting a LOA. A student who must take an approved Leave of Absence (LOA) or must withdraw from training will return to school in the same satisfactory academic progress status as prior to the leave of absence. A student may be granted a LOA for the following reasons and where there is a reasonable expectation that the student will return from the LOA:

- 1. Medical
- 2. Personal

The LOA must be requested and approved in writing prior to LOA occurring. In addition, the student is required to complete an LOA form, list the reason for the LOA, and their signature is required. An Emergency LOA, without prior written request, may be Revised: April 1, 2022

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granted, provided the student completes the LOA form and returns it to the institution via mail or in-person within reasonable resolution of the emergency. In an emergency instance, the beginning date of the LOA will be determined to be the first date that the student was absent due to the emergency. The institution will document the reason for the grant of an emergency LOA.

A student who is granted a LOA that meets the above-mentioned criteria is not considered to have withdrawn from the program, and a refund calculation is not required.

The maximum time frame for a LOA is 180 calendar days, and the minimum is 1 week or 7 calendar days per enrollment period. The institution permits 3 LOAs as long as all LOAs added together do not total more than 180 calendar days in any 12-month period.

If the student does not return by the expiration date of an approved leave of absence, the student will be withdrawn from the Institution. If the student takes an unapproved LOA or is absent 14 consecutive calendar days without being on an official Leave of Absence, they will be considered withdrawn. The Institution is required to take attendance, and therefore, the withdrawal date for the purpose of calculating a refund will be the student's last date of attendance. Additionally, the student's loans, as applicable, will go into repayment after 180 days from the last date of attendance.

The student's contract end date and maximum time frame will be extended for the same number of days the student was on LOA without any additional institutional charges or penalty to the student. Changes to the contract period on the enrollment agreement must be initialed by all parties, or an addendum must be signed and dated by all parties.

TPCA reserves the right to approve or deny an LOA. All students must abide by this policy. The institution is not responsible for any equipment left at the School.

### **Time Clocks & Clock Hours**

TPCA records attendance in clock hours and gives appropriate attendance credit for all hours attended. TPCA does not add or deduct attendance hours as a penalty. Attendance is calculated using a biometric time clock system. It is the responsibility of students to use the time clock correctly. Failure to do so may result in loss of clock hours. To receive full clock hour credit, a student must clock IN when beginning the day, when returning from breaks and returning from lunch AND clock OUT when leaving for a break, leaving for lunch and/or ending the day. Students must obtain permission from their instructor to clock OUT at all times. Students, regardless of enrolled course or schedule, may not clock more than their scheduled hours on any given scheduled course day, unless prior approval is given by the TPCA Director (or Designate). Students may not be clocked in without an instructor present and active instruction occurring. Please see Scheduled & Unscheduled Hours for more details.

Students must be engaged in a learning activity at all times while earning clock hours. Students not engaged in a learning activity or students that are on break or at lunch must be clocked out. Any student found not engaging in a learning activity, in the break room or outside the facility while clocked-in are in violation of any part of TDLR Texas Administrative Code, as posted at each time clock, and may be subject to corrective action up to and including immediate dismissal from TPCA.

Instructors and/or TPCA Director (or designate) will communicate daily with students in areas of attendance and dependability. At a minimum, students will be notified of their earned clock hours each month. If students have questions about total time, they should speak with the instructor and or Student Advocate. Students shall not engage in any activity that constants dishonesty or misrepresentation of or relating to a student's hours.

According to the Texas Department of Licensing and Regulation (TDLR), TPCA cannot make adjustments to a Student's time clock activity. Students will only receive credit for written-in adjustments if there is a time clock failure or other situation approved by the TDLR.

#### **Breaks**

According to their booking, students on a full-time schedule are afforded a lunch break, not exceeding forty-five minutes, whereas no breaks are allocated to students on a part-time or flex schedule. Students cannot wait for another student to go on break and must return on time, as tardiness inhibits the learning process, impedes the timeliness of appointments, and can lead to extra instructional charges. Students are tardy if attempting to clock in five (5) minutes past their allocated forty-five minutes. Students arriving past the five (5) minute grace period will not be allowed to clock in unless prior arrangements were made with their instructor and, if applicable, the clinic floor. Students are also responsible for notifying TPCA of any early-leave requests or are unable to return from break.

Students must be "clocked out" when taking a lunch or outside the building for other breaks. Lunches and breaks may not be used together and are subject to instructor's approval, regardless of whether breaks are scheduled or unscheduled. Any student taking unscheduled breaks runs the risk of accruing extra instructional charges. Should a student have a client, the student may not clock

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out until completing all the client's services unless arrangements were made with another available student. Restroom breaks do not require students to clock in or out.

### **Student Break Areas**

TPCA has a designated student break area. No eating or drinking is permitted anywhere in TPCA other than the dissented break area.

## **Non-Smoking**

Smoking is prohibited inside the facility. While on TPCA property students may smoke outside eight (8) feet away from the door entrance. Smoking includes E-Cigarettes which are not permitted inside the facility. Smoker's sanitations are required.

### **Business Telephones**

Students are prohibited from using business telephones for personal telephone calls except for extreme emergencies as determined by the TPCA Director (or designate).

#### **Biometric Data**

TPCA uses biometric scanners to capture student biometric data (fingerprints) for verification of identity. These scans are matched against the saved database to approve or deny access to the time clock system.

## **Electronic Devices**

TPCA encourages students to use electronic communication devices for educational purposes. These devices include but are not limited to the following: cell phones and other electronic devices, including features, applications or programs found within these devices. Students may utilize electronic communication devices at TPCA and TPCA-related activities when the Instructor deems appropriate for educational purposes. The use of cell phones, including non-educational apps and any other personal electronic devices not considered suitable for educational use, are strictly prohibited during class or any other activities that include instruction. Personal, non-educational electronic devices are permitted during breaks or lunch only in designated break areas. All other electronic devices while the student is "clocked-in" are prohibited, with the possessing student subject to the disciplinary measures outlined in the Conduct and Employability Standards.

Use of electronic devices during the administration of any test or exam is prohibited unless specifically required by the Instructor or TPCA for an educational purpose. It is recommended that students do not bring electronic devices to testing areas. Suppose a student is found to possess an electronic device during testing. In such case, student test results may be invalidated, and the student will be subject to disciplinary measures outlined in the Academic Dishonesty policy. Audio and visual recording is not permitted on campus unless permission is obtained.

### Lab Fee

Students' accounts are debited a one-time non-refundable Lab Fee, as per Fee Schedule of Other Fees. Such fee is not considered part of tuition and is used to facilitate resources and services to enhance student learning experiences.

## Purposes of the Lab Fee includes, but not limited to:

- Examples of Lab Fee usage includes, but is not limited to:
- to acquire, install, and maintain up-to-date and emerging technologies to enhance student-learning outcomes;
- to provide equitable access to technology resources; and
- to ensure, ultimately, that TPCA graduates are competitive in the technologically sophisticated workplace. All hardware, software, databases, and other capital equipment procured with these revenues are to support student learning experiences.

Smart classrooms, including renovations to support technology-intensive learning; Computer Labs; Learning content and content management software; Electronic media and library databases; Distance learning hardware/software; Staff for training, technical assistance and technology maintenance; Training and professional development to create skills and materials integrating technology into the classroom; Faculty technology needs to support student learning and communication; Access to broadband and telecommunication services; Online student academic support services; and Security solutions to protect student and institutional data.

# Social Media

TPCA respects the rights of students and staff to use social media during their personal time. Social media includes all forms of publicly accessible communications, including but not limited to written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, newsgroups, e-mail distribution, blog postings, and/or social networking platforms—e.g., Facebook, Twitter, YouTube, file-sharing and user-generated video and audio. TPCA students are personally responsible for their content published on social networking sites. Students are expected to treat each other with fairness and respect, consistent with the TPCA culture.

TPCA does not permit ethnic slurs, personal insults, obscenity, intimidation, cyberbullying or engaging in conduct that would be unbecoming of a TPCA future professional and misrepresent TPCA culture. TPCA reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate. TPCA must protect itself from undue harm related to information that is shared on social networking sites.

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## **Extra Instructional Charges Fee**

TPCA believes the best interests of students are served when the students attend their course regularly, receive a consistent education, graduate as scheduled and begin timely employment. Therefore, TPCA will take any effective steps within its rightful authority to promote regular student attendance.

Each course/program has been scheduled for completion within an allotted time frame. It is not realistic to expect to receive an education for free. The School has reserved space, equipment, and licensed instructors for each student and course/program. The School will charge additional tuition for hours remaining after the contracted graduation date, including practical projects and exams, at the rate of \$10 per clock hour payable in advance until graduation.

TPCA reserves the right to dismiss and/or withdraw a student from participating in their course until all extra instructional charges are paid.

### Make-up Work

TPCA places a heavy emphasis on regular attendance. However, in the event that students, due to absenteeism or other factors, are not able to complete assigned coursework when due, it is the student's responsibility to schedule make-up activities with their instructor.

Students who miss an exam due to an absence are encouraged to make up the exam within the same month it was missed, albeit the Academy acknowledges students have until the course completion to ensure all requirements are met.

Students who do not earn a satisfactory score may re-take the exam or another version of the exam to obtain a satisfactory score. Cumulative theory averages are based on all required coursework that should have been taken from the beginning of the course through the month being evaluated. The Director of Education (or designate) will determine the availability of make-up work.

## Satisfactory Academic Progress Policy (SAP)

The Satisfactory Academic Progress policy is consistently applied to all students enrolled in the School, regardless of form of payment, whether receiving Federal Title IV funds, partial funding assistance, or self-paying. It is printed in the catalog to ensure that all students receive a copy prior to enrollment. Satisfactory Academic Progress in attendance and academic work is a requirement. Students must maintain Satisfactory Academic Progress to continue eligibility for Title IV funding. 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 U.S. Department of Education.

### **Evaluation Periods**

Students will be evaluated for satisfactory academic progress status based on actual hours completed as follows:

*PROGRAM Name and Length in Hours	1 <sup>ST</sup> Evaluation Point (Actual hours)	2 <sup>ND</sup> Evaluation Point (Actual hours)	Academic
	Academic Weeks (Scheduled Weeks)	Academic Weeks (Scheduled Weeks)	Year-Length
Cosmetology Operator - 1000 clock hours (28 hours per week)	450 hours/ 16 weeks	900 hours/ 32 weeks	900 hours
Cosmetology Operator - 1000 clock hours (21 hours per week)	450 hours/ 21 weeks	900 hours/ 43 weeks	900 hours
Class A Barber -1000 clock hours (28 hours per week)	450 hours/ 16 weeks	900 hours/ 32 weeks	900 hours
Class A Barber -1000 clock hours (21 hours per week)	450 hours/ 21 weeks	900 hours/ 43 weeks	900 hours
Esthetician - 750 clock hours (28 hours per week)	375 hours / 13 weeks		750 hours
Esthetician - 750 clock hours (21 hours per week)	375 hours / 18 weeks		750 hours
Esthetician - 750 clock hours (20 hours per week)	375 hours / 19 weeks		750 hours
Esthetician - 750 clock hours (15 hours per week)	375 hours / 25 weeks		750 hours
Nail Technician 600 clock hours (28 hours per week)	300 hours / 11 weeks		600 hours
Nail Technician 600 clock hours (21 hours per week)	300 hours / 14 weeks		600 hours
Nail Technician 600 clock hours (20 hours per week)	300 hours / 15 weeks		600 hours
Nail Technician 600 clock hours (15 hours per week)	300 hours / 20 weeks		600 hours

Transfer Students – Midpoint of the contracted hours or the established evaluation periods, whichever comes first. The institution shall evaluate students' (academic and attendance) Satisfactory Academic Progress at the conclusion of each evaluation period on a cumulative basis. All evaluations will be completed within seven (7) school business days following each established evaluation period. 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 of the academic year or course and/or program whichever occurs sooner. All periods of enrollment are included in the SAP calculation for Title IV eligibility and otherwise.

# Attendance Progress

Students are required to attend a minimum of 67% of the hours possible based on the applicable attendance schedule in order to be considered maintaining satisfactory attendance progress. Evaluations 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

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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

The maximum time that a student must complete the program is 150% of the programs published length.

PROGRAM	PROGRAM LENGTH	MAXIMUM TIME FRAME
Cosmetology Operator	1000 Clock Hours	1500 Clock Hours
Class A Barber	1000 Clock Hours	1 500 Clock Hours
Esthetician	750 Clock Hours	1125 Clock Hours
Nail Technician	600 Clock Hours	900 Clock Hours

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 exceed the maximum time frame shall be terminated from the program and may re-enroll at the sole discretion of the institution on a cash-pay basis consistent with the re- enrollment provisions of the admissions policy.

All courses offered by the Institution are clock hour programs and all students attend on a continuous basis. Therefore, we do not offer term or credit hour-based programs. Enrollment is based on one period of continuous enrollment which counts towards satisfactory academic progress and maximum timeframe, including any time in that period where a student would not receive Title IV, HEA program funds. The period of enrollment includes, fall, winter, spring, and summer, as applicable to the student's enrollment agreement.

## **Academic Progress**

Students are assigned theory study and practical assignments. Theory is evaluated by written exams given after each unit of study. Practical assignments are evaluated as completed and counted toward course completion only when rated as satisfactory or better. Practical skills are evaluated according to text procedures and performance standards established by the state licensing agency. Numerical grades are considered according to the following grading scale in both Practical and Theory:

Grade	Definition	Percentage (%)
А	Excellent: Work is correct with only minor errors (not having to do with the main idea of the problem). The concepts presented in class were understood and were appropriately applied. All assignments were completed timely and accurately.	90% to 100%
В	Very Good: Work was done with a few errors. The concepts presented in class were applied with help. Almost all tasks and assignments were demonstrated with sufficient skills and completed on-time.	80% to 89%
С	Passing: Some difficulty understanding class concepts or applying the concepts. Some assignments were late.	70% to 79%
F	Failing: Only some of the work was completed for class. Work completed was frequently late or was of low quality with errors and omissions.	0 to 69%

### **Determination of Progress**

Students meeting requirements at the end of each evaluation point will be considered making Satisfactory Progress. In order for a student to be considered making Satisfactory Progress, the student must meet both attendance (67%) and academic (70%) minimum requirements.

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 Report at the time of each of the evaluations. This report notifies the student of any evaluation that may impact the student's eligibility for Title IV aid, as applicable. Students deemed not maintaining Satisfactory Academic Progress may have their Title IV Funding interrupted, unless the student is on warning.

### 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, (s)he will be determined as NOT making satisfactory academic progress, will be deemed ineligible to receive Title IV funds, as applicable, and will be terminated from the program unless financial arrangements are made with the School in order to cover the loss of eligibility of Title IV Funding.

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### Reestablishment of Status

A student determined NOT to be making Satisfactory Progress may reestablish Satisfactory Progress by: 1) Making up missed tests and assignments and increasing cumulative grade average to 70% or better, and 2) Increasing cumulative attendance to a minimum of 67%. Students can make up hours during course times the student is not normally scheduled for attendance. Students may begin attending makeup hours as they are needed.

### Reinstatement of Financial Aid

Title IV Funding, as applicable will be reinstated to students who have reestablished Satisfactory Progress at the next scheduled evaluation.

## Course Incompletes, Repetitions and Non-Credit Remedial Courses

Course incompletes, repetitions and non-credit remedial courses do not apply to this institution. Course incomplete, repetitions and non-credit remedial courses have no effect on the Institution's Satisfactory Academic Progress Policy.

### Re-entry Students/Interruptions

If enrollment is temporarily interrupted for a Leave of Absence, the student will return to school in the same satisfactory academic progress status as prior to the leave of absence. Hours elapsed during a leave of absence will extend the student's contract period and maximum time frame by the same number of calendar days taken in the leave of absence and will not be included in the student's cumulative attendance percentage calculation. Students who withdraw prior to completion of the course and wish to reenroll will return in the same satisfactory academic progress status as at the time of withdrawal. If a student is considering pursuit of a second program, they must graduate or withdraw from the current program. If a student decides to switch a program, the current SAP will start over with the new program. The old program SAP will no longer apply.

### **Transfers**

Transfer hours from another institution that are accepted toward the student's educational program are counted as both attempted and completed 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 Academy.

### -End SAP Policy-

## **Graduation Requirements**

To graduate from the course, the student must:

- 1. Complete all required course work and program clock hours as mandated by the State and School;
- 2. Complete clinical experiences, as required;
- 3. Settlement of financial obligations by payment in full.

The student will be awarded a diploma and certifications (if applicable) from TPCA only after all graduation requirements are met.

## **Financial Obligation**

Students must meet or be current with all financial obligations to TPCA as specified in their payment plan before to graduation. It is expected that the student will comply by providing all necessary requested information and/or forms. Also, if monthly payments are budgeted, they are to be submitted on or before the statement due date.

### **Academic Dishonesty**

Academic Dishonesty is any incident whereby a student or group of students knowingly and willingly offers or seeks to gain an academic advantage by giving or receiving inappropriate assistance in the preparation and completion of assignments and evaluations. Students engaging in any form of Academic Dishonesty will be disciplined appropriately.

## **Media Release**

The student and/or legal guardian grant TPCA the absolute right and irrevocable permission to use his or her voice, image or likeness as part of any live or recorded video display, broadcast, production or other depiction in any media, now or hereafter existing of all or any part of the student's participation in school including for the commercial purposes of TPCA.

# **Student Grievance Process**

Students are encouraged at all times to communicate their concerns to members of the faculty and administration. Suggestions, concerns, or complaints should be registered privately, never with fellow students and/or clients. If a situation arises in which a student is requesting to submit a formal complaint, TPCA has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints. TPCA will investigate each complaint filed and will not retaliate against anyone who files a

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grievance or cooperates in the investigation of a grievance. TPCA will make every effort to resolve the complaint that is not frivolous or without merit. All reasonable efforts will be made to provide a written determination to the student within thirty (30) calendar days of the complaint's filing. Based on the results of the investigation, TPCA will take all appropriate actions to mitigate future occurrences from happening and/or correct any effects. Evidence of final resolution of all complaints will be retained and safeguarded to determine the frequency, nature, and patterns of complaints about the Institution.

The following procedure outlines the specific steps of the grievance process:

- (1) Before submitting the grievance form, the student should make every effort to discuss the matter informally with the instructor. If not resolved:
- (2) The student should make an appointment to discuss the matter informally with the TPCA Director (or designate). If not resolved;
- (3) Request and complete a Student Grievance Disposition Form within ten (10) calendar days of the date that the act which is the subject of the grievance occurred and submit it to TPCA Director (or designate).
- (4) The grievance will be reviewed by TPCA Director (or designate) and Leadership, and a response will be sent in writing to the student within thirty (30) calendar days of receiving the complaint. The initial response may not provide for a final resolution of the problem but will notify the student of continued investigation and/or the actions taken regarding the grievance.
- (5) If the complaint is of such nature that TPCA cannot resolve it, the grievance will be referred to an appropriate agency if applicable.
- (6) 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 grievance.
- (7) In cases of extreme conflict, it may be necessary to conduct an informal hearing regarding the complaint. If necessary, TPCA will appoint a Hearing Committee consisting of several TPCA members with at least one member having no involvement in the dispute and another member who may not be employed at TPCA. The hearing will occur within (thirty) 30 calendar days of committee appointment. The hearing will be informal with the student presenting his/her case followed by TPCA's response. The Hearing Committee will be allowed to ask questions of all involved parties. Within fifteen (15) business days of the hearing, the committee will prepare a report summarizing each witness' testimony and a recommended resolution for the dispute. TPCA Leadership shall consider the report and either accept, reject, or modify the recommendations of the committee.
- (8) Students should follow the above process; however, the student may, at any time, file a complaint with the state, the School's accrediting agency, U.S. Department of Veterans Affairs, or the U.S Department of Education. Students will not be subject to retribution upon filing a complaint.

Notes:

# **INSERT 1A – PROGRAM COST & FEE SCHEDULE OF OTHER FEES**

# **Program Cost of Tuition & Fees**

TPCA reserves the right for the following tuition and fee information be subject to change due to inflationary cycles and occasional equipment upgrades.

Cosmetology Operator**	Costs	Class A Barber**	Costs
Application Fee*	\$100	Application Fee*	\$100
Tuition	\$8,550	Tuition	\$8,550
Supply Fees*	\$2,000	Supply Fees*	\$2000
Sales Tax*	\$165	Sales Tax*	\$165
Lab Fee*	\$125	Lab Fee*	\$125
TOTAL	\$10,940	TOTAL	\$10,940

Esthetician**	Costs	Nail Technician**	Costs
Application Fee*	\$100	Application Fee*	\$100
Tuition	\$ <b>7,</b> 550	Tuition	\$4,000
Supply Fees*	\$2,000	Supply Fees*	\$1,600
Sales Tax*	\$165	Sales Tax*	\$132
Lab Fee*	\$125	Lab Fee*	\$125
TOTAL	\$9,940	TOTAL	\$5,957

<sup>\*</sup>These items are non-refundable.

# **Fee Schedule of Other Fees**

Fee Type	Fee
TDLR Student Permit Fee*	\$25
Transcript Fee (After First Copy)*	\$10
File Information Printing Fee*	\$1.00/Page
Withdrawal Fee*	\$150
Schedule Change Fee*	\$250
Return Check Fee*	\$39
Mailing Service Fee*	\$35
Late Payment Fee*	\$28
Extra Instructional Charges Fee*	\$10/Clock Hour

<sup>\*</sup>These items are non-refundable.

<sup>\*\*</sup>Students will have the option to include a tablet in their program for an additional \$399 plus tax.

# **INSERT 1B – VETERAN AFFAIRS (VA) STUDENT POLICIES**

TCPA is approved by the Texas State Approving Agency for Veterans Affairs and participates in veteran education benefit programs. Students interested in Veteran Education Benefits should contact either the School Certifying Official [Larry A. Chavana II | adam.chavana@tpcalaredo.com] or the Financial Aid Department. Veterans who are unsure of their benefit eligibility or have additional eligibility questions should contact the Veterans Administration at 800-827-1000 or 888-GI Bill-1 (1-888-442-4551 or go to <a href="www.gibill.va.gov">www.gibill.va.gov</a>. Eligible students must maintain satisfactory academic progress and all applicable eligibility requirements to continue receiving Veteran Education Benefits.

## **School Certifying Official**

The School Certifying Official's (SCO) primary role is to 1) certify student enrollment, and 2) report any changes to student's enrollment status or report unsatisfactory progress to the VA. The SCO is also responsible for maintaining student records and notifying the VA's State Approving Agency (SAA) of any institutional/programmatic changes. Although the SCO is a great resource for you to have to help navigate VA benefits, neither the School nor the SCO determine VA Education benefits—this is the sole responsibility of the VA. Students are responsible for informing the SCO of any changes in enrollment status to mitigate overpayment to VA. The SCO can be located at: Larry A. Chavana II | adam.chavana@tpcalaredo.com | (956) 744-6139 | 1407 Calle Del Norte Ste. 116 Laredo, TX 78041.

### **VA's Previous Education or Training Policy**

Students must report all education and training such as presenting transcripts, from all postsecondary institutions, including military transcripts. The Academy must evaluate and grant credit, if appropriate, with the training time shortened, the tuition reduced proportionately, and the VA and student notified.

To order a Military Transcript, students should visit <u>ist.doded.mil/smart/signln.do</u>.

Please note TPCA is a clock hour school, which means that in order to receive credit for each hour earned the student must be in attendance engaged in an educational activity. If the student decides to transfer to another beauty or barber school, the likelihood is that some or most of their hours will be transferrable based on the transfer school's published policy. However, if the student transfers to a credit hour school, such as a community college, or traditional college or university, for a degree granting program, the likelihood is that most, if not all hours earned will not be transferrable because of the subject matter taught and the type of degree granting program the student was enrolled in. TPCA does not give clock hour credit for service in the armed forces, paid or unpaid employment, or other demonstrated competency or learning because of the nature of the programs offered and state regulatory requirements.

## Title 38 USC 3679(e) Policy

The Veterans Benefits and Transition Act of 2018 (Public Law 115-407) signed into law on December 31, 2018, requires institutions to have a policy in place to allow students who are considered covered individuals a certain timeframe to attend courses until VA provides payment to the Institution. A covered individual is any individual who is entitled to educational assistance under chapter 31, Vocational Rehabilitation and Employment, or chapter 33, Post-9/11 G.I. Bill® benefits.

TPCA will permit any covered individual to attend or participate in the course of education during the period beginning on the date on which the individual provides to TPCA a certificate of eligibility for entitlement to educational assistance under chapter 31 or 33 (a "certificate of eligibility" can also include a "Statement of Benefits" obtained from the Department of Veterans Affairs' (VA) website – eBenefits, or a VAF 28-1905 form for chapter 31 authorization purposes) and ending on the earlier of the following dates:

- (1) The date on which payment from VA is made to TPCA
- (2) 90 days after the date TPCA certified tuition and fees following the receipt of the certificate of eligibility.

TPCA will not impose any penalty, including the assessment of late payment fees, the denial of access to classes, libraries, or other institutional facilities, or the requirement that a covered individual borrow additional funds, on any covered individual because of the individual's inability to meet his or her financial obligations to the Institution due to the delayed disbursement funding from VA under chapter 31 or 33.

G.l. Bill<sup>®</sup> is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the official U.S. government web site at <a href="https://www.benefits.va.gov/gibill">www.benefits.va.gov/gibill</a>.

### **Veteran's Attendance Policy**

Absences, early departures, class cuts, tardiness, etc. for any portion of a class period will be counted as an unexcused absence. Student's exceeding 20% in absences of the total program and/or being absent five (5) consecutive days will be in violation of

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the VA's attendance policy. All violations of the VA's attendance policy will be reported to the VA within 30 days of the date of occurrence and may result in loss of VA benefits.

To show that the case of unsatisfactory attendance has been removed, students must show good attendance (as defined) for one calendar month after being terminated for unsatisfactory attendance. After such time, the student may be recertified for VA education benefits.

The student's attendance record will be retained in the veteran's file for USDVA and SAA audit purposes. All VA students must complete the program within the SAA-approved number of program hours.

## **Veteran's Attendance Accommodations**

TPCA allows service members and reservists to be readmitted to a program if they are temporarily unable to attend class or have to suspend their studies due to service requirements. TPCA may also take additional steps to accommodate short absences due to service obligations, provided that satisfactory academic progress is being made by the service members and reservists prior to suspending their studies.

## **VA Refund Policy**

Refunds of Veteran Education Benefits based on veteran withdrawal from a program is aligned with and conforms to the Title IV refund policy contained in this School Catalog.

Schools are required to report, without delay, the enrollment, interruption, and termination of attendance for each person enrolled in an educational assistance program administered by VA.

In addition to reporting any changes in enrollment status, schools will be held responsible for refunding payments as appropriate. The following list explains when a school will be responsible for refunding VA:

- (1) The student never attended classes for which (s)he was certified (regardless of the reason for non-attendance).
- (2) The student completely withdraws on or before the first day of the term. (If a student reduces, the debt shall be assessed to the student.)
- (3) The school received a payment for the wrong student.
- (4) The school received a duplicate payment.
- (5) The school submitted an amended enrollment certification and reported reduced tuition and fee charges, reduced Yellow Ribbon amount, or reduced both.
- (6) The student died during the term, or before the start of the term.
- (7) VA issued payment above the amount certified <u>on</u> the enrollment certification that was used to process the payment (VA data entry error).
- (8) The student withdraws after the first day of the term.
- (9) The student reduces hours whether the reduction occurred before or during the term.
- (10) The school submitted a change in enrollment (on VA Form 22-1999b, or an Adjustment through VA-ONCE) and reported a reduction in tuition, fees, and/or Yellow Ribbon due to student action reducing or terminating training.
- (11) If a student drops a course and adds a course so that there is no net change in training time, any change to tuition, fees, and/or Yellow Ribbon is a debt

All other overpayments will remain the responsibility of the student.

# INSERT 1C – COURSE OUTLINES (ALL COURSES ARE TAUGHT IN ENGLISH)

## \*Cosmetology Operator Course 1000 Hours

COURSE TITLE	Cosmetology Operator Course 1000 Hours		
INSTRUCTOR	Maria Amparo Andrews	Amparo.Andrews@TPCALaredo.com	
THEORY SCHEDULE	Wednesday-Friday	9:15 a.m. – 10:45 a.m.	

COURSE REFERENCES: MILADY Standard Cosmetology, 13th Edition-2016 (English)

**COURSE DESCRIPTION:** Students will receive training in the art and science of cosmetology to imbue the necessary skillsets to practice and perform industry-standard hair, skin, and nail services, and meet TDLR requirements to become eligible for licensure.

**INSTRUCTIONAL METHOD:** The course will use lectures, demonstrations, and student participation. Students will demonstrate their competency in cosmetology theory and practice through manikin repetitions and clinic activities. Instruction will be supplemented with visual aids, student exercises, student presentation and other instructional techniques for course delivery.

**COURSE GOAL:** Upon the completion of the course and all course requirements, the determined graduate will be able to use implements relative to all cosmetology services properly, acquire knowledge of analyzing the hair, skin, and nails prior to all services to determine any disorders, perform industry-standard hair, skin and nail services, gain product knowledge, become an effective communicator, pass the state board examination, and be eligible for entry-level employment within their chosen field of study.

**GRADING POLICY:** Students are required to maintain satisfactory attendance and grades. Evaluations will determine if students have met the minimum requirements for satisfactory academic progress (SAP). Daily participation and attendance are necessary for the successful completion of the course. Student grades for assignments and performance are calculated using the following scale:

Grade	Definition	Percentage (%)
А	Excellent: Work is correct with only minor errors (not having to do with the main idea of the problem). The concepts presented in class were understood and were appropriately applied. All assignments were completed timely and accurately.	90% to 100%
В	Very Good: Work was done with a few errors. The concepts presented in class were applied with help. Almost all tasks and assignments were demonstrated with sufficient skills and completed on-time.	80% to 89%
С	Passing: Some difficulty understanding class concepts or applying the concepts. Some assignments were late.	70% to 79%
F	Failing: Only some of the work was completed for class. Work completed was frequently late or was of low quality with errors and omissions.	0 to 69%

### **CURRICULUM:**

Cosmetology Operator Course Content:		Theory/Practical/Clinical Hours
Hair care	Cutting, styling, coloring, chemical textures, and related theory and application; business skills; professional development and salon management; health; safety; and laws	800
Nail care	Manicuring and related theory and applications, business skills; professional development and salon management; health; safety; and laws	100
Skin care	Manicuring and related theory and applications, business skills; professional development and salon management; health; safety; and laws	100
	Total Clock Hours	<u>1000</u>

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# **Training Phase Breakdown:**

- 1. <u>Discovery Phase</u>: The first 250-hours of training ("Discover Phase" or "Phase I Training") is dedicated to pre-clinical classroom instruction, which instills the basic fundamentals through classroom theory, manikin & live model practice with emphasis on procedure, skill development, client relations, and sales and marketing techniques.
- 2. <u>Clinical Skill Development Phase</u>: Between 250 to 1,000 hours ("Clinical Skill Development Phase" or "Phase II Training") students continue their education through clinic activities, classroom theory, manikin & live model practice with the objective being skill development, client satisfaction, salon operations, time management, communication, and people skills. This is when students begin experiencing their clinical education on paying clients in the clinical classroom area, under the supervision of their licensed instructors.
- 3. <u>Career Readiness Phase</u>: From 900 to 1,000 hours ("Career Readiness Phase" or "Phase III Training"), students refine their skills for job readiness and career placement, focusing on licensure examination preparation, client relations, technical competency, time efficiency, sales, and marketing techniques, while still completing pending course graduation requirements.

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## \*Class A Barber Course 1000 Hours

COURSE TITLE	Class A Barber Course 1000 Hours		
INSTRUCTOR	Noe Rodriguez Noe.Rodriguez@TPCALaredo.co		
THEORY SCHEDULE	Wednesday-Friday	9:15 a.m. – 10:45 a.m.	

COURSE REFERENCES: MILADY Standard Barbering, 6th Edition-2017 (English)

**COURSE DESCRIPTION:** Students will receive training in the art and science of barbering to imbue the necessary skillsets to practice and perform industry-standard hair, skin, and nail services, and meet TDLR requirements to become eligible for licensure.

**INSTRUCTIONAL METHOD:** The course will use lectures, demonstrations, and student participation. Students will demonstrate their competency in barber theory and practice through manikin repetitions and clinic activities. Instruction will be supplemented with visual aids, student exercises, student presentation and other instructional techniques for course delivery.

**COURSE GOAL:** Upon the completion of the course and all course requirements, the determined graduate will be able to use implements relative to barber services properly, acquire knowledge of analyzing the hair, skin, and nails prior to all services to determine any disorders, perform industry-standard grooming services, gain product knowledge, become an effective communicator, pass the state board examination, and be eligible for entry-level employment within their chosen field of study.

**GRADING POLICY:** Students are required to maintain satisfactory attendance and grades. Evaluations will determine if students have met the minimum requirements for satisfactory academic progress (SAP). Daily participation and attendance are necessary for the successful completion of the course. Student grades for assignments and performance are calculated using the following scale:

Grade	Definition	Percentage (%)
А	Excellent: Work is correct with only minor errors (not having to do with the main idea of the problem). The concepts presented in class were understood and were appropriately applied. All assignments were completed timely and accurately.	90% to 100%
В	Very Good: Work was done with a few errors. The concepts presented in class were applied with help. Almost all tasks and assignments were demonstrated with sufficient skills and completed on-time.	80% to 89%
С	Passing: Some difficulty understanding class concepts or applying the concepts. Some assignments were late.	70% to 79%
F	Failing: Only some of the work was completed for class. Work completed was frequently late or was of low quality with errors and omissions.	0 to 69%

CURRICULUM: Class A Barber Course	Content:	Theory/Practical/Clinical
Basics	anatomy and physiology; disorders of the skin, scalp, hair and nails; chemistry (haircoloring, chemical waving, and relaxing); bacteriology, sterilization and sanitation; safety, first aid, and sanitation; barber implements, tools, equipment and related theory; and history of barbering	150
Practice	shaving; mustaches and beards; haircutting; hairstyling; hair and scalp treatments, scalp massage; safety, first aid, and sanitation; hairweaving, extensions, and wigs; face and neck massage and treatments; facial hair removal; manicuring; chemistry (haircoloring, chemical waving, and relaxing); and razor techniques, safety, first aid, and sanitation.	750
Business	Texas barber laws and rules; customer service; barbershop management; professional ethics and image; safety, sanitation, related practices and theory; and hygiene and good grooming.	100
	Total Clock Hours	1000

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# **Training Phase Breakdown:**

- 1. <u>Discovery Phase</u>: The first 250-hours of training ("Discover Phase" or "Phase I Training") is dedicated to pre-clinical classroom instruction, which instills the basic fundamentals through classroom theory, manikin & live model practice with emphasis on procedure, skill development, client relations, and sales and marketing techniques.
- 2. Clinical Skill Development Phase: Between 250 to 1,000 hours ("Clinical Skill Development Phase" or "Phase II Training") students continue their education through clinic activities, classroom theory, manikin & live model practice with the objective being skill development, client satisfaction, salon operations, time management, communication, and people skills. This is when students begin experiencing their clinical education on paying clients in the clinical classroom area, under the supervision of their licensed instructors.
- 3. <u>Career Readiness Phase</u>: From 900 to 1,000 hours ("Career Readiness Phase" or "Phase III Training"), students refine their skills for job readiness and career placement, focusing on licensure examination preparation, client relations, technical competency, time efficiency, sales, and marketing techniques, while still completing pending course graduation requirements.

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## \*Esthetician Course 750 Hours

COURSE TITLE	Esthetician Course 750 Hours		
INSTRUCTOR	Claudia Gaytan	Claudia.Gaytan@TPCALaredo.com	
THEORY SCHEDULE	Wednesday-Friday	9:15 a.m. – 10:45 a.m.	

COURSE REFERENCES: MILADY Standard Esthetics, 12th Edition-2019 (English)

**COURSE DESCRIPTION:** Students will receive training in the art and science of esthetics to imbue the necessary skillsets to practice and perform industry-standard skin care and makeup services and meet TDLR requirements to become eligible for licensure.

**INSTRUCTIONAL METHOD:** The course will use lectures, demonstrations, and student participation. Students will demonstrate their competency in skin care theory and practice through manikin repetitions and clinic activities. Instruction will be supplemented with visual aids, student exercises, student presentation and other instructional techniques.

**COURSE GOAL:** Upon the completion of the course and all course requirements, the determined graduate will be able to use implements relative to all esthetician services properly, acquire knowledge of analyzing skin prior to all services to determine any disorders, perform industry-standard skin care and makeup services, gain product knowledge, become an effective communicator, pass the state board examination, and be eligible for entry-level employment within their chosen field of study.

**GRADING POLICY:** Students are required to maintain satisfactory attendance and grades. Evaluations will determine if students have met the minimum requirements for satisfactory academic progress (SAP). Daily participation and attendance are necessary for the successful completion of the course. Student grades for assignments and performance are calculated using the following scale:

Grade	Definition	Percentage (%)
А	Excellent: Work is correct with only minor errors (not having to do with the main idea of the problem). The concepts presented in class were understood and were appropriately applied. All assignments were completed timely and accurately.	
В	Very Good: Work was done with a few errors. The concepts presented in class were applied with help. Almost all tasks and assignments were demonstrated with sufficient skills and completed on-time.	80% to 89%
С	Passing: Some difficulty understanding class concepts or applying the concepts. Some assignments were late.	
F	Failing: Only some of the work was completed for class. Work completed was frequently late or was of low quality with errors and omissions.	0 to 69%

## **CURRICULUM:**

	<b>Esthetician Course Content</b>	Theory/Practical/Clinical Hours		
A.	Facial Treatment, Cleansing, Masking, Therapy	225		
В.	Anatomy and Physiology	90		
C.	Electricity, Machines, and Related Equipment	75		
D.	Makeup	75		
E.	Orientation, Rules, and Laws	50		
F.	Chemistry	50		
G.	Care of Client	50		
Н.	Sanitation, Safety, and First Aid	40		
I.	Management	35		
J.	Superfluous Hair Removal	25		
K.	Aroma Therapy	15		
L.	Nutrition	10		
M.	Color Psychology	10		
То	tal Clock Hours	<u>750</u>		

# **Training Phase Breakdown:**

- 1. <u>Discovery Phase</u>: The first 100-hours of training ("Discover Phase" or "Phase I Training") is dedicated to pre-clinical classroom instruction, which instills the basic fundamentals through classroom theory, manikin & live model practice with emphasis on procedure, skill development, client relations, and sales and marketing techniques.
- 2. Clinical Skill Development Phase: Between 100 to 750 hours ("Clinical Skill Development Phase" or "Phase II Training") students continue their education through clinic activities, classroom theory, manikin & live model practice with the objective being skill development, client satisfaction, salon operations, time management, communication, and people skills. This is when students begin experiencing their clinical education on paying clients in the clinical classroom area, under the supervision of their licensed instructors.
- 3. <u>Career Readiness Phase</u>: From 650 to 750 hours ("Career Readiness Phase" or "Phase III Training"), students refine their skills for job readiness and career placement, focusing on licensure examination preparation, client relations, technical competency, time efficiency, sales, and marketing techniques, while still completing pending course graduation requirements.

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### \*Nail Technician Course 600 Hours

COURSE TITLE	Nail Technician Course 600 Hours	
INSTRUCTOR	Amparo Andrews Amparo.Andrews@	
THEORY SCHEDULE	Wednesday-Friday	9:15 a.m. – 10:45 a.m.

COURSE REFERENCES: MILADY Standard Nail Technology, 8th Edition-2020 (English)

**COURSE DESCRIPTION:** The course of study includes theory and practical applications related to all aspects of nail structure, disorders, safety precautions, pedicure, and introduction to artificial nail application.

**INSTRUCTIONAL METHOD:** The course will use lectures, demonstrations, and student participation. Students will demonstrate their competency in nail theory and practice using hands on teaching methods and educational activities. Instruction will be supplemented with visual aids, student exercises, student presentation and other instructional techniques.

**COURSE GOAL:** Upon the completion of the course and all course requirements, the determined graduate will be able to: 1) Apply theoretical concepts of anatomy; 2) Use proper instruments when conducting manicures, pedicures, and artificial nails; 3) Practice rules of sterilization and sanitation; 4) Apply TDLR laws and rules affecting the practice of manicuring, pedicuring, and artificial nail services; 5) Gain product knowledge; 6) Perform industry-standard manicuring, pedicuring, and artificial nail services; 7) Gain product knowledge; 8) Become an effective communicator; 9) Pass the state board examination; and 10) Be eligible for entry-level employment within their chosen field of study.

**GRADING POLICY:** Students are required to maintain satisfactory attendance and grades. Evaluations will determine if students have met the minimum requirements for satisfactory academic progress (SAP). Daily participation and attendance are necessary for the successful completion of the course. Student grades for assignments and performance are calculated using the following scale:

Grade	Definition	
А	A Excellent: Work is correct with only minor errors (not having to do with the main idea of the problem). The concepts presented in class were understood and were appropriately applied. All assignments were completed timely and accurately.	
В	Very Good: Work was done with a few errors. The concepts presented in class were applied with help. Almost all tasks and assignments were demonstrated with sufficient skills and completed on-time.	
С	C Passing: Some difficulty understanding class concepts or applying the concepts. Some assignments were late.	
F	Failing: Only some of the work was completed for class. Work completed was frequently late or was of low quality with errors and omissions.	0 to 69%

#### **CURRICULUM:**

	Nail Technician Course Content	Theory/Practical/Clinical Hours
(A)	Procedures: basic manicure and pedicure, oil manicure, removal of stains, repair work, hand and arm massage, buffering application of polish, application of artificial nails, application of cosmetic fingernails, preparation to build new nail, and application of nail extensions, sculptured nails, tips, wraps, fiberglass/gels and odorless products.	320
(B)	Bacteriology, Sanitation, and Safety: definitions, importance, rules, laws, methods, safety measures, hazardous chemicals and ventilation odor in salons.	100
(C)	Professional Practices: manicuring as a profession, vocabulary, ethics, salon procedures, hygiene and grooming, professional attitudes, salesmanship and public relations.	80
(D)	Arms and Hands: major bones and functions, major muscles and functions, major nerves and functions, skin structure, functions, appendages, conditions and lessons, nails structure, composition, growth, regeneration, irregularities and diseases.	70
(E)	Orientation, Rules, Laws, and Preparation	15
(F)	Equipment, Implements, and Supplies	15
	Total Clock Hours	600 Hours

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# **Training Phase Breakdown:**

- 1. <u>Discovery Phase</u>: The first 80-hours of training ("Discover Phase" or "Phase I Training") is dedicated to pre-clinical classroom instruction, which instills the basic fundamentals through classroom theory, manikin & live model practice with emphasis on procedure, skill development, client relations, and sales and marketing techniques.
- 2. <u>Clinical Skill Development Phase</u>: Between 80 to 600 hours ("Clinical Skill Development Phase" or "Phase II Training") students continue their education through clinic activities, classroom theory, manikin & live model practice with the objective being skill development, client satisfaction, salon operations, time management, communication, and people skills. This is when students begin experiencing their clinical education on paying clients in the clinical classroom area, under the supervision of their licensed instructors.
- 3. <u>Career Readiness Phase</u>: From 500 to 600 hours ("Career Readiness Phase" or "Phase III Training"), students refine their skills for job readiness and career placement, focusing on licensure examination preparation, client relations, technical competency, time efficiency, sales, and marketing techniques, while still completing pending course graduation requirements.

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### **INSERT 1D – CONSUMER DISCLOSURE & TITLE IV FUNDING INFORMATION**

### **Method of Disclosure**

By law, Title IV requires the Academy to provide an annual notice to all current and prospective students and staff regarding the availability of required disclosures and how to obtain this information—*Please reference table below.* 

## **General Disclosures**

- Basic financial aid information.
- General information about the School.
- Availability of employees for information dissemination.
- The School's retention rate.
- Drug and alcohol abuse prevention information.

- The School's completion or graduation rate and, if applicable, transferout rate.
- The placement of, and types of employment obtained by, graduates of the School's programs.
- Cleary (Campus Security) Act
- Family Educational Rights and Privacy Act (FERPA)

Such disclosures are found on the School Catalog and School website [<u>www.tpcalaredo.com/school-disclosures</u>]. Current and prospective students and staff may also request a hard copy of all disclosures at any time upon request by contacting the School Director.

### **School Director**

Larry A. Chavana II
The Professional Cosmetology Academy
1407 Calle Del Norte, Ste. 116 Laredo, TX 78041
Tel: (956) 744-6139

Email: Adam.Chavana@TPCALaredo.com

### **Graduate & Professional Education**

TPCA neither offers four-year degree programs nor has graduate or professional programs that graduates may enroll in after completion of their program.

## **Articulation Agreement**

TPCA does not have an articulation agreement with any other schools or entities. TPCA and its educational team provide the entire education program.

### **Teach-out Plan**

TPCA is required to maintain a teach-out plan by its accreditor in case of certain circumstances where the School is no longer considered a viable entity.

### **Arbitration Disclosure**

## ARBITRATION DISCLOSURE

Arbitration and Class Action Waiver Disclosure: The Professional Cosmetology Academy (the "Academy") requires each student to agree to a pre-dispute arbitration agreement and a class action waiver as a condition of enrollment ("Arbitration Agreement"). The Arbitration Agreement does not, in any way, limit, relinquish, or waive a student's ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. The Arbitration Agreement does not require that the student participate in arbitration or any internal dispute resolution process offered by the Academy prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by the Arbitration Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way. Any questions about the Arbitration Agreement or a dispute relating to a student's Title IV Federal student loans or to the provision of educational services for which the loans were provided should be directed to:

Financial Aid Department
Attn: Larry A. Chavana II

adam.chavana@tpcalaredo.com
1407 Calle Del Norte Suite 116
Laredo, TX 78041

### Rights & Privacy—FERPA

It is the policy of the School to abide by the Family Educational Rights and Privacy Act of 1974. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when (s)he she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Student, or guardian of a dependent minor student, requesting to inspect and review their education record(s) and/or the student or the School wants or has a need to release information from their file to a third-party request, not otherwise permissible under 34 CFR § 99.31 of the FERPA policy, must do so in writing.

- Request to Review Academic Record Form: Student, or guardian of a dependent minor student, should complete this form
  each time the student or guardian needs access to personal student information, identifying the record(s) they wish to inspect
  as precisely as possible.
- Release of Information Authorization Form: Student, or guardian of a dependent minor student, should complete this form
  each time the student, or the School, wants or has a need to release information from their file to a third-party request, and
  may be rescinded in writing at any time.

The student may obtain these forms from the School Director (or designate), who will then arrange for access as promptly as possible, notifying the student, or guardian of a dependent minor student, of the time and place the record(s) may be inspected and/or copied. Access will be allowed no more than 45 days after receipt of the written request. When a record(s) contains information about more than one student, the student, or guardian of a dependent minor student, may inspect and review only the record(s) that relate to him/her.

The School reserves the right to refuse to permit a student, or guardian of a dependent minor student, to inspect the following records:

- (1) The financial statement(s) of the student's parents.
- (2) Education record(s) containing information about more than one student, in which case the School will permit access only to that part of the record(s) that pertains to the inquiring student. (May seek release from other student(s) to reveal record).
- (3) Record(s) excluded from the FERPA definition of education records.

Copies may be subject to a non-refundable File Information Printing Fee, as per Fee Schedule of Other Fees. Schools are not required to provide copies of record(s) unless it is impossible for parents or eligible students to review the record(s) for reasons such as great distance. The School reserves the right to refuse to provide copies of educational record(s)— not required to be made available under FERPA—if the student has an overdue financial obligation to the School or if there is an unresolved disciplinary or academic dishonesty action against the student.

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

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the School;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

A student or guardian of a dependent minor student who believes that information contained in the education record(s) is inaccurate, misleading, or in violation of their privacy rights may request, in writing, that the record(s) be amended. A student, or guardian of a dependent minor student, should identify the part of the record(s) (s)he wants changed and specify why it is believed to be inaccurate, misleading, or in violation of privacy rights. A decision will be reached, and the student, or guardian of a dependent minor student, will be informed within a reasonable amount of time after receiving the request. If the decision is not to amend the record(s), the student or guardian of a dependent minor student has the right to a hearing. The hearing will be conducted by a school official who does not have a direct interest in the hearing outcome. The hearing will be held within a reasonable amount of

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time after it is requested, notifying the student, in advance, of the date and place; and the School official will decide in writing, based on the evidence presented at the hearing, a summary of the evidence and the reason(s) for the decision. If the school official supports the complaint, the education record(s) will be amended accordingly, and the student, or guardian of a dependent minor student, will be so informed. If the school official decides not to amend the education record(s) a student or guardian of a dependent minor student has the right to place in the education record(s) a statement commenting on the challenged information and/or stating the reason(s) for disagreeing with the decision. This statement will be maintained as part of the education record as long as the contested portion is maintained. The student's statement will be included whenever a copy of the education record(s) is sent to any party.

Additionally, schools may opt to disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the School not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (e.g., special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

## **Directory Information**

TPCA does not publish "directory information" on any student.

The School's policy statement implementing FERPA is maintained and available for review in the administrative office. Questions, concerns, or problems may be addressed with the School Director (or designate).

For additional questions or to file a complaint regarding FERPA, Students, or guardian of a dependent minor student, may contact:

The Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW Washington, DC20202-5920
1.800.USA.LEARN (1.800.872.5327)
1.800.437.0833 (TDD)

### **HIPPA & FERPA**

TPCA normally obtains and maintains health records for each student who applies for reasonable accommodations. So, the receipt and maintenance of health records by the ADA Compliance Coordinator (or designate) is well established. If a health record is used to make a decision in regard to a student's education program, (i.e., whether a student should receive extended time for testing; or be exempt from an academic requirement, such as SAP) the health record may be construed to be an education record. In that case the normal FERPA provisions for safeguarding the record would apply. TPCA follows requirements for the Privacy of health records (HIPPA).

### Policy for Safeguarding Customer Information—Personally Identifiable Information (PII)

Non-public PII is information which is not publicly available on:

- (1) your name, address, social security number,
- (2) name of your financial institution and account number,
- (3) information provided on your application to enroll,
- (4) information provided on your application for a grant or loan,
- (5) information provided on a consumer report, or
- (6) information obtained from a website.

The School is committed to implementing and maintaining a comprehensive information security program, to maintain and safeguard your non-public personal information against damage or loss. The policy covers all student records in whatever form (hard copy, electronic).

The School Director and or owner/administration shall be responsible to coordinate the School's information security program. The coordinator shall, at least once every 3 years, assess foreseeable internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. The risk assessment shall cover every relevant area of school operation, including employee training & management, network & software design, information processing, storage, transmission and disposal, and ways to detect, prevent and respond to attacks, intrusions, or other system failures. The coordinator shall design and implement safeguards to control identified risks and shall monitor the effectiveness of them, recommending changes when warranted.

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Records for prospective students who are not accepted or who do not enroll in the School shall be held for 12 months then destroyed in a secure manner. Records of enrolled students shall be maintained in accordance with federal and state law and accreditation requirements. Students shall receive notice of this policy at the time they submit a signed application for enrollment. All currently enrolled students shall receive an annual notice of this policy.

The School shall only enter into servicing agreements with service providers who also maintain appropriate safeguards for customers' non-public personal information.

## **Campus Security Act Information Disclosure**

Under the Crime Awareness Campus Security Act of 1990 (Title II of Public Law 101-542), which amended the Higher Education Act of 1965 HEA, all postsecondary institutions participating in HEA's Title IV student financial assistance programs to disclose campus crime statistics and security information. It is generally referred to as the Clery Act. The Professional Cosmetology Academy provides all prospective and current employees and students with the latest copy of its Annual Security Report (ASR) on an annual basis. The ASR contains the latest Clery Act crime statistics and required policies.

The facilities are open Wednesday through Saturday according to assigned class/clinic area schedules. The building may also be open to facilitate educational classes for already licensed professionals in the beauty and grooming industry or to groups securing the use of the facilities through the owner. Educators, Administration, and owners have keys to the building, thus preventing internal crimes to as great an extent as possible.

We encourage students and employees to be responsible for their own security and the security of others. TPCA does not provide any programs on campus regarding the security or prevention of crimes. If students wish to learn more about personal security or prevention of crimes, contact the local Police Department.

 TPCA does not have any off-campus locations, and therefore, all monitoring and recording of any criminal activity are conducted on campus and the surrounding accessible areas.

At any time, the ASR can be accessed via TPCA's website [<u>www.tpcalaredo.com/school-disclosures</u>], and a paper copy can be provided upon request by contacting the School Director:

Larry A. Chavana II
The Professional Cosmetology Academy
1407 Calle Del Norte, Ste. 116 Laredo, TX 78041
Tel: (956) 744-6139
Email: Adam.Chavana@TPCALaredo.com

## **Drug Abuse Prevention**

The School, in its policies, supports and endorses the Federal Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989, prohibiting the unlawful possession, use or distribution of illicit drugs and alcohol by students and staff on school property or as part of any of our activities. The School will immediately contact law enforcement officials to report these activities. Students and staff taking prescribed or over-the-counter (OTC) medication, which may affect functioning should inform TPCA, accordingly.

The health risks of the use of illicit drugs and alcohol abuse require providing education and referral for students and staff. The School provides education annually and refers students and staff to local services. Area drug abuse information, counseling, referral and treatment centers information is made available to students and staff members.

The School will expel students and terminate staff involved in unlawful possession, use or distribution of illicit drugs and alcohol. The School will refer such cases to the proper authorities for prosecution. Students and staff may be reinstated upon completion of an appropriate rehabilitation program.

As a condition of employment, employees must notify the School of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

There are serious legal sanctions for illegal use of drugs and/or alcohol. There are serious health risks associated with drug and/or alcohol use. Health risks associated with the use of illicit drugs and the abuse of alcohol include: impaired mental and physical health, neurological disease/damage, memory and intellectual performance interference, mental and physical depression, uncontrollable violence, impulsive behavior, convulsive seizures, homicide, suicide, cardiac disease or damage, cardiovascular collapse or heart failure, gastrointestinal disease or damage, ulcers or erosive gastritis, anemia, liver and pancreatic disease, liver failure or pancreatitis, deteriorating relationships, and death.

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All students and/or staff at the School must understand the School's policies as stated above and recognize their impact if the law is broken in relation to drug and/or alcohol use. Agencies where the student can get assistance are posted in the student the restrooms and other conspicuous areas.

### **Biennial Review**

The School reviews its Drug Prevention Policy and effectiveness of sanctions imposed every two years.

- The dismissal that may occur following a final determination of the said proceedings regarding the School Drug Policy prohibits the possession, use, and sale of alcoholic beverages to anyone on our property or as part of any of our activities.
- The School policy also prohibits the possession, use and sale of illegal drugs.
- The School policy supports and enforces state underage drinking laws.

Students caught in any of the above situations will be dismissed from the program and will be reported to the authorities. In some cases, conviction of drug-related offenses could result in the student's ineligibility of Title IV HEA funding or other forms of financial assistance.

## **Copyright Infringement Policy**

The purpose of the Copyright Infringement Policy is to comply with copyright law for the use of copyrighted material. In addition, this policy seeks to make aware to all users the seriousness as well as possible consequences for unauthorized use of copyrighted material. The School strictly prohibits any and all of the following: copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to using any copyrighted names, text or images, offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, etc., as policy on the use of copyrighted material on the School's computer system and network.

The School respects the copyrights of those involved in creating and distributing copyrighted material, including music, movies, software, and other literary and artistic works. It is the policy of the School to comply with copyright law. If users utilize copyrighted materials for educational, instructional, research, scholarship and like areas, the School will follow the legal doctrine of fair use currently a part of the copyright law. The School's students and staff will not make unauthorized copies of copyrighted material on or using the School's computer system, network or storage media. Also, the School's staff and students will not store unauthorized copies of copyrighted works using The School's system, network and/or storage media. The School's staff and students should not download, upload, transmit, make available or otherwise distribute copyrighted material without authorization using the School's computer system, network, and Internet access or storage media. This is inclusive of utilizing unlicensed/unauthorized peer-to-peer file services that would promote copyright infringement. The School reserves the right to monitor its computer systems, networks and storage media for compliance with this policy, at any time, without notice, and with or without cause. Additionally, the School reserves the right to delete from its computer systems and storage media, or restrict access to, any seemingly unauthorized copies of copyrighted materials it may find, at any time and without notice. Users who violate this policy are subject to disciplinary action as appropriate under the circumstances. Such disciplinary action may include termination, expulsion, and other legal actions. For more information, please see the website of the US Copyright Office, www.copyright.gov.

## Summary of Civil & 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 filesharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at <a href="https://www.copyright.gov">www.copyright.gov</a>.

### **OSHA Requirements**

In compliance with United States Department of Labor Occupational Safety and Health Administration requirements, the School advises its students of the chemicals used in cosmetology and barber training. During the course work, the student learns about the importance of safety in the workplace and how to use and follow the Safety Data Sheet (SDS)—formerly known as Material Safety Data Sheet (MSDS)— for chemicals used in cosmetology, barbering, or related training. During each unit of study, students are apprised of the various chemicals used and the safe practices that apply. A complete file containing the SDS for the chemicals used is available in the administrative office. The School endeavors to facilitate a safe environment for staff and students by teaching the proper and safe use of equipment, tools, and products. The School does not assume responsibility for injuries resulting from improper or unsafe use of equipment, tools, or products.

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### **Financial Aid Professional Code of Conduct**

The School is committed to ensuring the integrity of its employees and students with respect to all aspects of its schools and operations. The position you hold within the School is evidence of the trust we have in you. Compliance with all applicable laws, regulations, and Company policies and procedures, and performance of duties according to the highest standards of honesty and integrity, is expected of all of us.

This Code of Conduct for Financial aid Professionals ("Code of Conduct") applies to all of the School employees who are employed in a financial aid role (collectively "Covered Employees" or "you"). If you violate provisions of this Code of Conduct, you subject yourself to discipline, up to and including termination of your employment.

If you do not understand or if you have any questions about the School's policies and procedures, a school catalog, or this Code of Conduct, you should contact your supervisor and/or the School compliance department at <a href="mailto:adam.chavana@tpcalaredo.com">adam.chavana@tpcalaredo.com</a>. If you believe any employee is violating the School's policies or procedures, a school catalog, or a Code of Conduct, you must immediately notify your supervisor and the compliance department at <a href="mailto:adam.chavana@tpcalaredo.com">adam.chavana@tpcalaredo.com</a>.

## As a Financial Aid Employee, I understand that I MUST:

- (1) **BE ETHICAL** and conduct myself with **INTEGRITY**.
- (2) AVOID any conflicts of interest and comply with the School's student loan code of conduct.
- (3) **PROVIDE** prospective and enrolled students with accurate and complete financial aid and policy information.
- (4) **KEEP** student information confidential and comply with the Family Educational Rights and Privacy Act (FERPA) as defined in the School Catalog.
- (5) **COMPLY** with applicable federal and state laws and regulations, accredited rules and the School's policies and procedures.
- (6) ADHERE to all policies and procedures set forth by the School.

### As a Financial Aid Employee, I understand that I MUST NOT:

- (1) ASK prospective, enrolled, or former students for their FAFSA PIN.
- (2) MAKE statements that contradict information in the School Catalog or enrollment agreement.
- (3) **DISCUSS** financial information of a prospective, enrolled, or former student with anyone except the student unless he or she provided a release in compliance with FERPA.
- (4) **COMPLETE** or sign any document on behalf of a prospective, enrolled, or former student, including:
  - (a) Initialing any document on behalf of a student;
  - (b) Using white-out on erasure material of any kind on a document; and
  - (c) Modifying or altering information provided by a student.
- (5) **PROVIDE** inaccurate information, such as information about:
  - (a) The School's programs, facilities, student services and jobs.
  - (b) The School's graduation and placement rates.
  - (c) Criteria for financial aid eligibility.
  - (d) Amount of financial aid funding.
  - (e) Interest rates for student loans.
  - (f) Availability of financial aid funding.
  - (g) Transfer of credits to or from other colleges or universities.
  - (h) Credentials or licensing a student may obtain.
  - (i) Potential income levels upon graduation.
- (6) PAY the enrollment/application fees of a prospective or enrolled student, or LOAN or give money to a prospective or enrolled student.
- (7) **DISCUSS credit** history, credit ratings or credit standings with a student.
- (8) **DISCUSS** my own personal financial situation or engage in any conversations unrelated to financial aid.

### As a Financial Aid Employee, I further commit that I WILL:

- (1) Frequently re-read the School's policies and procedures, School Catalog, student loan code of conduct, and this Code of Conduct to ensure that I am familiar with all of their requirements and or contents.
- (2) Immediately contact my supervisor and or Compliance Department at <a href="mailto:adam.chavana@tpcalaredo.com">adam.chavana@tpcalaredo.com</a> if I have any questions about the School Catalog or this Code of Conduct.
- (3) Immediately notify my supervisor and/or the Compliance Department at <u>adam.chavana@tpcalaredo.com</u> if I believe any Employee is violating this Code of Conduct, the School Catalog, School policies and procedures, or any code of conduct.

## Title IV Funding—General Information

The School educates students and/or parents in all options of financial aid available to those who qualify. We understand that all students/family's needs are unique. We are committed to the student's educational success, a part of which includes securing the proper funding. The information from the FAFSA, provided by the student and/or parent, in conjunction with state and federal

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regulations determines eligibility for available programs. Many parents borrow money to help cover educational costs and living expenses for their daughter/son. The School encourages parents of eligible dependent students to apply for the Federal Parent Plus Loan.

## Types of Financial Aid Available

# Federal Pell Grant (Need Based Aid)

Pell Grants provide a foundation of financial assistance that may be supplemental by other resources and doesn't have to be repaid after graduation. Pell Grants are determined after the financial status of a student is fully reviewed. Based on a student's financial circumstances, a specific amount of money is disbursed annually toward the student's education through the Pell Grant. How much you can expect to receive from a Pell Grant is solely based on your financial situation and other criteria.

## William D. Ford Direct Stafford Loans (Need & Non-Need Based Aid)

Loans made through this program are referred to as Direct Loans, because eligible student and parents borrow directly from the U.S. Department of Education. You must be enrolled at least a half-time student to be eligible for a loan. Direct Loans include the following:

#### Direct Stafford Loans

- <u>Direct Subsidized Loans</u> you must have financial need to receive a subsidized loan. The U.S. Department of Education will pay (subsidize) the interest that accrues on your Direct Subsidized Loan during certain periods.
- <u>Direct Unsubsidized Loans</u> financial need is not a requirement to obtain an unsubsidized loan. You are responsible for paying the interest that accrues on your Direct Unsubsidized Loan.
- <u>Direct PLUS Loans (Plus Loans)</u> are loans parents can obtain to help pay the cost of education for their dependent undergraduate children.

## **Title IV Refund Policy**

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, The order of returns is: Unsubsidized Direct loans; Subsidized Direct loans; Direct Parent PLUS Loan; Pell Grant; and, Other Federal, State, Private, and Institutional student assistance programs; and last to the student. After all applicable returns to Title IV aid have been made, this refund policy will apply to determine the amount earned by the School and owed by the student. If the student has received personal payments of Title IV aid, (s)he may be required to refund the aid to the applicable program.

# **Determination Date/Withdrawal Date (Official/Unofficial Withdrawal)**

The official withdrawal determination date is the date that an active student officially notifies the School's administrative office of their intention to withdraw from school. The unofficial withdrawal determination date is the date that the student was absent for 14 consecutive calendar days from their last date of physical attendance without notifying the School's administrative office or failed to return on the documented leave of absence return date. The withdrawal date is always the last date the student was physically in attendance at the School regardless of the determination date.

### **Return of Title IV HEA Funds**

A student (or in the case of dependent minor, his/her parent or guardian) may cancel their enrollment by giving notice to the School.

<u>An official notification of cancellation or withdraw</u> is in the form of a written, electronic, telephone and/or personal appearance notification to School Administration.

- In the case of a written or an electronic notification, the official notification of cancellation date will be determined by the postmark or received date on the written or electronic notification by the student.
- In the case of a notification received by telephone, the official notification of cancellation date will be determined by the date the telephone conversation occurred. This will officially be recorded on the student's record file.
- In the case of a notification received by personal appearance, the official notification of cancellation date will be determined by the date of the appearance of the student. This will officially be recorded on the student's record file.

An unofficial withdraw/termination would result from a student being absent 14 consecutive calendar days from their last date of physical attendance without notifying the School's administrative office or failure to return on the documented leave of absence return date. In such case the School will provide written notification of termination to the student's contract enrollment agreement. The official notification of termination date will be the date that is stated on the written notice. The date of the last day of attendance will be determined from the student's last clock in – out date as recorded by the School's attendance record.

The law specifies how your 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, Stafford Loans, PLUS Loans.

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<u>Determination Date/Withdrawal Date (Official/Unofficial Withdrawal)</u>: The official withdrawal determination date is the date that an active student officially notifies the School's administrative office of their intention to withdraw from school. The unofficial withdrawal determination date is the date that the student was absent for 14 consecutive calendar days from their last date of physical attendance without notifying the School's administrative office or failed to return on the documented leave of absence return date. The withdrawal date is always the last date the student was physically in attendance at the School regardless of the determination date.

When you withdraw during your payment period or period of enrollment (your school can define these for you and tell you which one applies) 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 institution determines the earned and unearned portions of Title IV HEA aid as of the last date of attendance based on the amount of time the student was scheduled to be in attendance. The percentage of the period completed is determined by dividing the number of hours the student was scheduled to complete in the payment period, as of the last date of attendance, by the total number of clock hours in the payment period.

Up through the 60% point in each payment period, a pro rata schedule is used to determine the amount of Title IV HEA funds the student has earned at the time of withdrawal. After the 60% point in the payment period, a student has earned 100% of the Title IV HEA funds he or she was scheduled to receive during the period. The amount of Title IV HEA aid earned by the student is determined by multiplying the percentage of Title IV HEA aid earned by the total of Title IV HEA aid disbursed or the Title IV HEA aid that could have been disbursed to the student or on the student's behalf.

For example: 450 hours in the payment period

- The student was scheduled to complete 225 hours as of the student's last date of attendance.
- Percentage of Aid earned equals 50%. This is calculated by dividing the scheduled hours as of the last date of attendance divided by total hours in the payment period. (225/450)
- Amount Title IV HEA Financial Aid Earned equals \$1,250. This is calculated by multiplying the total aid disbursed or could be disbursed by the percentage of aid earned \$1,250 (2,500x50%)

### Post-Withdrawal Disbursement

If you did not receive all of the funds that you earned, you may be due a post-withdrawal disbursement. If the post-withdrawal disbursement includes loan funds, 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 and fees (as contracted with the school). For all other school charges, the School needs your permission to use the post-withdrawal disbursement of direct loans. If you do not give your permission (which some schools ask for when you enroll), you will not 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.

The post-withdrawal disbursement must be applied to outstanding institutional charges before being paid directly to the student.

# <u>Timeframe for Returning an Unclaimed Title IV, HEA Credit Balance.</u>

If the 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 the 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. For further information, please contact the Financial Aid Officer.

### 30 Day Delay Requirements

There may be Title IV HEA funds that were scheduled to be received that cannot be disbursed once a student withdraws 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 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: your institutional charges multiplied by the unearned percentage of your funds, or 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. 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 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.

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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 must make arrangements with your school or the Department of Education to return the unearned grant funds.

The requirements for Title IV HEA program funds when you withdraw are separate from any Institutional 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.

### Return of Funds by the School

The School will make the refund determination within thirty (30) days from the date of withdraw/termination and return the unearned funds for which the School is responsible as soon as possible, but no later than 45 days after the date of student withdraw/termination.

The School must return the unearned aid for which the School is responsible by repaying funds to the following Title IV HEA program sources, in order, up to the total net amount disbursed from each source.

## Order of Return of Title IV HEA Programs

- (1) Unsubsidized Direct loans.
- (2) Subsidized Direct loans.
- (3) Direct Parent PLUS Loan (received on behalf of the student)
- (4) Pell Grant
- (5) Iraq & Afghanistan Service Grants

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 <a href="https://www.studentaid.ed.gov">www.studentaid.ed.gov</a>.

Return of Title IV HEA Program Funds Requirements and Deadlines

Party Responsible	Requirement	Deadline
School	Determining withdrawal date for student who withdraws without providing notification	30 days after the end of the earlier of:  Payment or enrollment period Academic year in which student withdrew Educational program from which student withdrew
School	Return of unearned Title IV funds	As soon as possible but no later than 45 days after date school determined student withdrew.
School	Post-withdrawal disbursement to student's account for: Outstanding current (allowable) charges (tuition and fees, room and board, etc.).  Minor (e.g., under \$200) prior year charges that the school has authorization to retain	As soon as possible but no later than 180 days after the date school determined student withdrew, in accordance with requirements for disbursing Title IV funds, 34 CFR 668.164.
School	Written notification providing the student (or parent) the opportunity to accept all or part of a post-withdrawal disbursement of Title IV loan funds, Direct Loan, or Direct PLUS Loan) to the student's account.	Within 30 days of the school's determination that the student withdrew, 34 CFR 668.22(a)(5)(iii)(A).
School	Written notification of student's eligibility for a direct postwithdrawal disbursement of Title IV loan funds in excess of outstanding current (educationally related) charges.	Within 30 days of the school's determination that the student withdrew, 34 CFR 668.22(a)(5)(iii)(A).
School	Post-withdrawal disbursement to student for earned Title IV funds in excess of outstanding current (educationally related) charges.	From the date school determined student withdrew (1) loans as soon as possible but no later than 180 days (2) grants as soon as possible but no later than 45 days.

School	Notification to student (or parent) of outcome of late request for a post-withdrawal disbursement to student (request received by school after the specified period and school chooses not to make disbursement).	Not specified but as soon as possible.	
School	Notification to student of grant overpayment.	Within 30 days of date school determined student withdrew.	
Referral of student to Default Resolution Group if student does not pay overpayment in full, does not enter into repayment agreement, or fails to meet terms of repayment agreement.			
Student (or parent)  Submit response instructing school to make post-withdrawal disbursement.		Within specified number of days school allows for response.	
Student	Return of unearned Title IV funds.	Loans—according to terms of the loan. Grants—within 45 days of earlier of date school sent or was required to send notice.	

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

#### G.I. Bill®

If you served on Active Duty, you may be eligible to use the Post-9/11 G.l. Bill® toward your cosmetology/barbering education. The G.l. Bill® was specifically designed for college or vocational education, providing support for education and housing expenses to individuals with at least 90 days of aggregate service after September 10, 2001, or individuals discharged with a service-connected disability after 30 days. Applicants of this benefit must have received honorable discharge to be eligible.

If currently serving in the military, you may be eligible for funding offered through the Department of Defense Tuition Assistance program. Check your eligibility status and the amount for which you qualify with your Service prior to enrolling.

If you are the spouse or child of a service member who is serving on active-duty Title 10 orders in the paygrades of El-ES, 01-02, or Wl-W2, you may be eligible for financial assistance from the Department of Defense for education, training, and/or the occupational license and credentials necessary for a portable career.

If you are the spouse or child of a service member, you may be eligible for transfer of the service member's Post-9/11 GI Bill benefits to you.

Certified by State Approving Agency for Veterans' Educational Benefits. \*These approvals are state and school specific and may not apply to all schools. To apply go to <a href="www.gibill.va.gov">www.gibill.va.gov</a>. Bring certificate of eligibility to the FAO office to begin enrollment certification with VA.

Our educational institution will not impose any penalty, including the assessment of late fees, the denial of access to classes, libraries, or other institutional facilities, or the requirement that a covered individual borrow additional funds, on any covered individual because of the individual's inability to meet his or her financial obligations to the institution due to the delayed disbursement funding from VA under chapter 31 or 33.

### **Consumer Loans**

Students who need additional funding or who are ineligible for federal aid may need to utilize alternative private consumer credit loan funding. A FAFSA is not required to apply for alternative forms of lending. Private loans typically have higher and variable interest rates. In addition, these private loans may have more fees invoked and less flexible repayment options. The institution does not currently participate in Consumer Loans.

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### **State Grants**

We do not participate in any state funding. For updates and more information on federal financing, go to <a href="www.studentaid.ed.gov">www.studentaid.ed.gov</a> to learn more.

# **Eligibility of Title IV Aid**

To be eligible for Title IV Aid, the student must:

- have a high school diploma, GED or equivalent
- complete the FAFSA for each financial aid year the student is eligible for aid
- comply with the Satisfactory Academic Progress Policy
- not be in default on previous student loans
- not owe repayment on an adjusted Pell Grant
- not exceed the annual and aggregate loan limits
- have remaining eligibility if the student is a transfer student
- be enrolled in an eligible program
- be enrolled at least half time
- have ISIR Social Security match successful or comment code indicates successful INS match
- be a citizen or eligible non-citizen

# Steps to Apply for Title IV Aid

- (1) The student must complete the FAFSA for each financial aid year in which the student is eligible to receive aid. The Department of Education (DE) prefers students complete a web FAFSA at <a href="www.fafsa.ed.gov">www.fafsa.ed.gov</a>. To complete a web FAFSA, the student will need an FSA ID. This can be obtained at <a href="https://fsaid.ed.gov/npas/index.htm">https://fsaid.ed.gov/npas/index.htm</a>. This ID is unique to each FAFSA applicant and cannot be shared with anyone else as it acts as the student's signature required to submit a FAFSA. A parent of a dependent student must also apply for an FSA ID. The parent is required to sign the web FAFSA with their uniquely created ID.
- (2) Once your FSA ID has successfully been created, a web FAFSA can now be completed. Be sure to follow all instructions when completing the FAFSA. Enter The School Code, **042932**, for The Professional Cosmetology Academy. This will allow disclosure of information from the FAFSA to the School chosen by entering the school code. In the case of a dependent student, both the student and one parent will need to complete and sign the FAFSA application in order to be eligible for a Pell Grant. Dependency status is determined by the information that is filled out on the students FAFSA.
- (3) If the parents of a dependent student refuse to provide information on the FAFSA; the student will not be eligible for Pell Grants and will only be eligible for unsubsidized funding.
- (4) Once the FAFSA is complete, the student will receive a SAR (Student Aid Report). The School will be sent an ISIR (Institutional Student Information Record) for all students who list their school code. All verification and/or corrections must be completed prior to qualifying for aid.
- (5) If a student's FAFSA is selected for verification, the student will receive the School's verification policy and a verification worksheet. The student is required to return the verification worksheet completed, as well as provide any other requested documents. If parent information is entered in the FAFSA, or the student is a dependent, parents may need to provide additional requested documents. If selected, this verification process must be completed before a student can receive federal aid. The verification process could result in a corrected ISIR and new Expected Family Contribution (EFC) number which could affect the student's unmet need and eligible need-based aid, Stafford Subsidized Loans and Pell Grants.
- (6) The Primary EFC provided on the student's ISIR will be used to calculate need and unmet need analysis through the Cost of Attendance Worksheet. This Primary EFC number corresponds with the number of months in each academic year. The Cost of Attendance Budget for each academic year includes the student's tuition costs per academic year. These costs include tuition, applicable fees, kit and books (per the academic year in which the cost is incurred), room and board, personal expenses and transportation costs.
- (7) The School utilizes the information presented on the student's ISIR and the NSLDS (National Student Loan Data System) to determine the student's eligibility and to calculate the student's unmet need for the student's grade level. This is done in compliance with the Cost of Attendance Budget grade level limits based on hours in the academic year.
- (8) Students who desire low interest Stafford Federal Student Loans must complete a Master Promissory Note or Electronic Master Promissory Note(E-MPN) at <u>www.studentloans.gov</u>.
- (9) Parents desiring to take out a low interest Federal Parent Plus Loan on behalf of their dependent daughter or son must complete a Consent to Credit Check document that is made available by the Financial Aid Office. This form must be completed by the parent requesting the loan.
- (10)Students must complete the Entrance Loan Counseling prior to the student receiving a disbursement of any Federal loans. For Direct Loans, students may access Entrance Loan Counseling at <a href="https://www.studentloans.gov">www.studentloans.gov</a>.
- (11)Students will need to accept or decline eligible aid by completing the Students Financial Aid Award Notice with the Financial Aid Administrator.
- (12)Accepted aid will be listed on the student's financial aid offer.
- (13)Students are required to notify the School's Financial Aid Officer if they receive any additional financial assistance before or after a financial aid offer has been issued. Scholarships or other types of financial aid could be reported throughout

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the year. If additional awarded aid causes the student to exceed the cost of attendance, it may be necessary to reduce the amount of previously awarded aid.

(14) Students will complete said process for the 1st academic year (1-900 hours) and 2nd academic year (901-1000 hours).

### Special Circumstances—Dependency Override & Professional Judgement

<u>Dependency Override</u> – Students who do not meet the Federal definition of an independent, but have unusual circumstances, may appeal their dependency status to the School's Financial Aid Office. Dependency Status overrides are done on a case-by-case basis and a determination from one Financial Aid Administrator at one institution is not binding at another institution. Successful appeals may result in an increase in the student's eligibility for aid. The Application and Verification Guide (AVG) has identified four conditions that individually or in combination with one another, **do not qualify as "unusual circumstances" or that do not merit a dependency override**. These circumstances are as follows:

- (1) Parents refusing to contribute to the student's education
- (2) Parents unwilling to provide information on the application or for verification
- (3) Parents are not claiming the students as a dependent for income tax purposes
- (4) Student demonstrates total self-sufficiency.

Students with special circumstances should contact the School's Financial Aid Office. Those students whose appeals are determined eligible will be required to submit three letters detailing the student's situation. The first letter must be from the student detailing their situation and the other two letters must be from outside sources familiar with the student's situation (e.g., Clergy, family friend, counsellor, etc.)

<u>Professional Judgement</u> — Circumstances beyond the student's control (and/or family) that affect the student's (and/or family) income during the current academic year could result in a reduced estimated family contribution (EFC). Students with special circumstances should always complete a FAFSA and then contact the Financial Aid office. If a student wishes to appeal the EFC based on special circumstances and is determined eligible to do so, the student should complete a Professional Judgement form and may be requested to supply supporting documentation of said circumstances.

### Verification

Students selected by CPS (Central Processing System) for the process of verification are frequently required to submit additional information and/or parents' financial & household information to the finance office. The verification procedures will be conducted as follows:

- (1) When selected by CPS for the process of verification, the student must submit all required documentation to the finance office within 14 days from the date the student is notified that the additional documentation is needed for this process.
- (2) If the student does not provide all of the required documentation within the 14-day time frame, the student will be required to make other payment arrangements until the documentation is received and the student's eligibility for federal student aid has been established.
- (3) The finance office reserves the right to make exceptions to the policy stated above on a case-by-case basis for extenuating circumstances.
- (4) The finance office will notify the student of any changes to their financial aid award resulting from corrections made due to the verification process. An adjustment will be made to the student's financial aid award as required by federal regulations and an addendum to the existing financial aid offer or a new financial aid offer will be issued.

## **Deferment**

Students who are enrolled at least half time can apply for deferment of previous student loans while in attendance at the School. Please log on to <a href="https://www.nslds.ed.gov">www.nslds.ed.gov</a> to find your current loan servicer and to find out more details on "in-school deferment".

## **Cost of Attendance Budgets (COA)**

In order to determine a student's level of loan funding, the Department of Education requires us to develop annual cost of attendance budgets. These budgets include an average allowance for room & board, transportation, miscellaneous, loan fees and, if applicable, childcare and expenses related to disability.

## How Funds Will be Disbursed:

Students meeting requirements at the end of each payment period will be considered making Satisfactory Progress. In order for a student to be considered making Satisfactory Progress, the student must meet both attendance (67%) and academic (70%) minimum requirements. The School uses a 100-point grading scale:

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Grade	Definition	Percentage (%)
Α	A Excellent: Work is correct with only minor errors (not having to do with the main idea of the problem). The concepts presented in class were understood and were appropriately applied. All assignments were completed timely and accurately.	
В	Very Good: Work was done with a few errors. The concepts presented in class were applied with help. Almost all tasks and assignments were demonstrated with sufficient skills and completed on-time.	80% to 89%
С	Passing: Some difficulty understanding class concepts or applying the concepts. Some assignments were late.	
F	Failing: Only some of the work was completed for class. Work completed was frequently late or was of low quality with errors and omissions.	0 to 69%

### The hourly disbursement schedule for the Cosmetology Operator and Class A Barber student is as follows:

- First disbursement is scheduled for the first day of classes for Pell and thirty days after class begins for direct loans.
- Second disbursement after successful completion of 450 clock hours.
- Third disbursement after successful completion of 900 clock hours.

## The hourly disbursement schedule for the Esthetician student is as follows:

- First disbursement is scheduled for the first day of class for Pell and thirty days after class begins for direct loans.
- Second disbursement after completion of 375 clock hours.

At the time of disbursement, the student will sign a line receipt acknowledging the disbursement and the status of their account.

# **Disbursement of Credit Balance Refund Summary**

If the student has financial aid that exceeds their tuition and fee charges for the payment period in which the disbursement occurred, the student will have a credit balance. All credit balance refunds will be issued by check within 14 calendar days from the date the credit balance is created unless the student authorizes the School to hold the credit balance, which can be rescinded or modified at any time.

## A credit balance refund will be given to the parent if:

The amount of the PLUS loan is greater than the student's tuition and fees charges for the payment period in which the disbursement occurred. All credit balance refunds will be issued by check within 14 calendar days the date the credit balance is created unless the student authorizes the School to hold the credit balance, which can be rescinded or modified at any time.

## **Authorization to Hold Credit Balance**

A student or parent (in the case of a Parent Plus loan) may authorize the School to hold a credit balance. The authorization will remain in effect for each subsequent payment period unless the student or parent cancels or modifies the authorization, which may be done so at any time.

The student or parent may withdraw or modify the authorization (at any time) by providing a written request via email to the Financial Aid Officer, Larry A. Chavana II, at <a href="mailto:Adam.Chavana@TPCALaredo.com">Adam.Chavana@TPCALaredo.com</a>; or submit a written request via postal mail to the following address:

The Professional Cosmetology Academy Attn: Larry A. Chavana II Financial Aid Officer 1407 Calle Del Norte, Ste 116 Laredo, TX 78041

However, in no case will the School hold an credit balance of loan funds beyond the end of the loan period, nor a credit balance of other funds beyond the end of the last payment period in the award year for which the funds were awarded.

If the authorization is withdrawn or modified, the School will issue any remaining credit balance refund within 14 calendar days of the disbursement date. If the student withdraws from the School, any credit balance will be issued within 14 calendar days when the required "Return of Title IV Funds" calculation is performed. Please note authorized holds on credit balances do not accrue interest, and cancellations of any authorizations to hold a credit balance will not be retroactive.

## **Effects of Student Loans**

- If the student receives other forms of financial assistance such as scholarships it many reduce the student or the student's parent eligibility for Federal Aid.
- Loans must be repaid, even if the student does not finish their education. Loan repayment begins 6 months from the date of graduation or withdrawal.

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- If a student does not return from a maximum 6 month Leave of Absence, the student's loans immediately enter repayment.
- Failure to repay a student loan will leave a negative mark on the borrower's credit.
- Over borrowing of student loans may cause a borrower to pay more than their earning potential can handle, especially during the early years of repayment.

#### **Loan Disclosures**

- Student loan information published by the Department of Education (The Guide to Federal Student Aid) is available in the Financial Aid Office.
- NSLDS (National Student Load Data System) student loans will be submitted to the NSLDS and will be accessible by
  quaranty agencies, lenders and schools determined to be authorized users of the data system.

# **Annual & Aggregate Loan Limits for Direct Stafford Loans**

Year	Dependent undergraduate students (except students whose parents are unable to obtain PLUS loans)	Independent undergraduate students (and dependent students whose parents are unable to obtain PLUS loans)	
One Academic Year Programs	\$5,500-No more than \$3,500 of this amount may be in subsidized loans.	\$9,500-No more than \$3,500 of this amount may be in subsidized loans.	

#### **Terms and Conditions**

Loan Program	Eligibility	Fixed annual interest rate	Annual loan limit	Maximum loan amount allowed when you graduate	Details
Direct Subsidized Stafford Loans	Undergraduate and graduate students enrolled at least half time. Must demonstrate financial need	For loans first disbursed on or after July 1, 2018, and before July 1, 2019: 5.05% For loans first disbursed on or after July 1, 2019, and before July 1, 2020: 4.53%	\$3,500 -\$8,500, depending on year in school	Undergraduate students: \$23,000	The US Department of Education is the lender and pays the interest on the loan while you are in school at least half time and during grace and deferment periods.
Direct Unsubsidized Stafford Loans	Undergraduate and graduate students enrolled at least half time. Financial need is not required	For loans first disbursed on or after July 1, 2018, and before July 1, 2019: 5.05% For loans first disbursed on or after July 1, 2019, and before July 1, 2020: 4.53%	\$5,500-\$20,500 (less any subsidized amount received for the same period) depending on year in school and dependency status	Dependent undergraduate students: \$31,000 (no more than \$23,000 of this amount may be in subsidized loans) Independent undergraduate students: \$57,500 (no more than \$23,000 of this amount may be subsidized loans)	The US Department of Education is the lender. You are responsible for paying all interest on the loan starting on the date the loan is first disbursed.
Direct PLUS Loans	Graduate and professional students and parents of dependent undergraduate students. Students must be enrolled at least half time. Financial need is not required. Those qualifying must not have adverse credit history.	For loans first disbursed on or after July 1, 2018, and before July 1, 2019: 7.6% For loans first disbursed on or after July 1, 2019, and before July 1, 2020: 7.08%	The student's cost of attendance (determined by the school) minus any other financial aid received	No aggregate limit for PLUS loans	The US Department of Education is the lender. The loan is unsubsidized. (i.e., You are responsible for paying all interest).

### Student (Borrower's) Rights

You have a right to know the details of your loan (depending on your loan, some of the following might be included as part of your entrance counseling). Below is what you need to know and must receive from your school, lender or the Direct Loan Servicing Center:

- The full amount of the loan and the current interest rate;
- The date you must start repayment;
- A complete list of any charges you must pay (loan fees) and information on how those charges are collected;
- Information about the yearly and total amounts you can borrow;
- Information about the maximum repayment periods and the minimum repayment amount;
- An explanation of <u>default</u> and its consequences; and
- An explanation of available options for consolidating your loans and a statement that you can prepay your student loan(s) at any time without a penalty.

Before you leave school, you will receive the following information about your loan (as part of exit counseling) from your school, lender or the Direct Loan Servicing Center:

- A current description of your loans, including average anticipated monthly payments;
- The amount of your total debt (principal and estimated interest), your current interest rate and the total interest charges on your loan;
- If you have FFEL<sup>SM</sup> Loans, the name of the lender or agency that holds your loans, where to send your payments and where to write or call if you have guestions;

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- If you have Direct Loans, the address and telephone number of the U.S. Department of Education's Direct Loan Servicing Center;
- An explanation of the fees you might be charged during the repayment period, such as late charges and collection or litigation costs if you're delinquent or in <u>default</u>;
- A reminder of available options for loan consolidation and a reminder that you can prepay your loan without penalty at any time;
- A description of applicable deferment, forbearance and discharge (cancellation) provisions;
- Repayment options and advice about debt management that will help you in making your payments;
- Notification that you must provide your expected permanent address and the name and address of your expected employer;
   and
- Notification that you must also provide any corrections to your school's records concerning your name, Social Security number, references, and driver's license number (if you have one).

If you are attending school at least <u>half-time</u>, you have a set period of time after you graduate, leave school or drop below <u>half-time</u> status before you must begin repayment on a Stafford or Perkins Loan. This period of time is called a grace period.

- You will receive a grace period before your repayment period begins on a Stafford or Perkins Loan.
- Your grace period will be six or nine months depending on the type of loan.
- PLUS Loans do not have a grace period. For more information, see "When do parents and graduate and professional degree students begin repaying a PLUS Loan?"
- If you are in active military duty for more than 30 days, the grace period will be delayed.

Your school, lender, or the Direct Loan Servicing Center, as appropriate, must give you a loan repayment schedule that states:

- when your first payment is due;
- the number and frequency of payments; and
- the amount of each payment.

If you or your parents borrow under the FFEL Program, you (or your parents, or graduate and professional degree students for PLUS Loans) must be notified when the loan is sold if the sale results in making payments to a new lender or agency. Both the old and new lender must provide this notification. You must be given:

- the identity of the new lender or agency holding the loan; and
- the address where you or your parents must send payments, and the telephone numbers of both the old and new lender or agency.

## Student (Borrower's) Responsibilities

- (1) Borrower: it is the responsibility of the student to:
  - Think about how much you are borrowing: how the amount of loan will affect your future finances, and what your repayment obligation means before you take out a student loan.
  - Students will need to accept or decline eligible aid. Accepted aid will be listed on the student's financial aid offer.
  - Sign a promissory note: you are agreeing to repay the loan according to the terms of the note even if you do not complete your education, can't get a job after you complete the program, or you didn't like the education that you received. You can do this online at <a href="www.studentloans.gov">www.studentloans.gov</a>. This promissory note can be signed electronically or hard copy before any loan funds can be disbursed.
  - Make payments on time: you are required to make payments on time if you don't receive a bill, repayment notice, or a
    reminder. You also must make monthly payments in the full amount required by your repayment plan. Partial payments do
    not fulfill your obligation to repay your student loan on time.
  - Continue to pay your loans while waiting for deferment or forbearance approval.
  - Keep in touch with your loan servicer: notify your servicer when you graduate; withdraw from school, drop below halftime status, change your name, address, or social security number; or transfer to another school.
- (2) **Entrance Counseling:** First-time borrowers must complete an entrance counseling session before your first loan disbursement. This session includes useful tips and tools to help you develop a budget for managing your education expenses and help you to understand your loan responsibilities. Each student will complete the Department of Education's entrance counseling online at www.studentloans.gov.

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- Review deferment
- Importance of keeping financial aid papers
- Reinforce the importance of repayment
- Importance that loan repayment is required even if the student does not finish their education
- Default and its consequences
- How to use the MPN or E-MPN
- Explain interest and capitalization

- Provide sample monthly repayment amounts and the importance of not over borrowing
- NSLDS and how to access the system
- Contact information for questions
- Notification of change of name or address
- Withdrawal from the program and how the withdrawal will affect the student
- (3) **Exit Counseling:** Students must complete exit counseling before you leave school to make sure you understand your rights and responsibilities as a borrower. Each student will complete the Department of Education's exit counseling online at <a href="https://www.nslds.ed.gov">www.nslds.ed.gov</a> and <a href="https://www.studentloans.gov">www.studentloans.gov</a> as well as discuss the following during your personal appointment with the FAO:
  - Review information concerning loans from entrance interview
  - Review repayment options including seriousness and importance
  - Provide information on loan consolidation (pros and cons)
  - Discuss how to contact the party servicing the student borrowers' direct loans
  - Discuss debt management strategies
  - Provide information on forbearance, deferment and cancellation options
  - Describe the likely consequences of default
  - How to access the NSLDS website and availability of FSA Ombudsman's office
  - Help the borrower understand their rights and responsibilities concerning loan repayment
  - Collect updated personal contact information for the borrower
- (4) **Repayment of Loans:** There is a set time period after a student graduates, leaves the School or drops below half-time status before the student must begin repayment of loan(s). This period of time is called a grace period and gives the student the time to get financially settled and select a repayment plan. The grace period for a Direct Stafford loan is six months. Plus Loans do not have a grace period. Depending on the type of loan a student receives, and the repayment plan chosen, the student may have from 10-25 years to repay the loans. Monthly repayment amount will depend on the type of loan, size of debt, length of repayment period and repayment plan chosen. For more information, go online to www.studentaid.ed.gov/repaying.

Sample of Schedule of Repayment

Total Monthly Payments at Various Interest Rates

Amount Owed	6%	6.80%	7.50%	8.25%
\$1,000	\$50	\$50	\$50	\$50
\$2,000	\$50	\$50	\$50	\$50
\$3,000	\$50	\$50	\$50	\$50
\$4,000	\$50	\$50	\$50	\$50
\$5,000	\$56	\$58	\$59	\$61
\$6,000	\$67	\$69	\$71	\$74
\$7,000	\$78	\$81	\$83	\$86
\$8,000	\$89	\$92	\$95	\$98
\$9,000	\$100	\$104	\$107	\$110
\$10,000	\$111	\$115	\$119	\$123
\$15,000	\$167	\$173	\$178	\$184
\$20,000	\$222	\$230	\$237	\$245
\$25,000	\$278	\$288	\$297	\$307
\$30,000	\$333	\$345	\$356	\$368
\$35,000	\$389	\$403	\$415	\$429
\$40,000	\$444	\$460	\$475	\$491
\$45,000	\$500	\$518	\$534	\$552
\$50,000	\$555	\$575	\$594	\$613

This chart is intended to show monthly payments at various debt and interest rates. This chart is for a standard ten-year repayment plan. The amounts above include all outstanding loan balances at the time of entering repayment. The last payment in the ten-year cycle may be smaller than the amount listed above.

## For All Students Participating in Consumer Loans or Federal Financial Aid

All students attending the School may choose to use a lender not on the School's preferred lender list and the School is required to process loan documents for any eligible lender selected by students.

Students are not required to use any federal or private lender recommended by the School and may select any lender of the student's choice.

Terms offered by preferred lenders are equally available to all of the School's eligible students. The School's financial aid staff shall conduct a performance review of its preferred lenders at least once every 12 months and make changes when appropriate.

**The School's primary goal** is to assist students in achieving the educational career goals by providing appropriate financial resources. The financial aid office is committed to:

- Making every effort to assist students and families with their financial need
- Inform students and remove financial barriers for those desiring to further their education
- Educating students and families concerning all consumer information and aid available for those who qualify
- Protecting and respecting the privacy of students
- Ensuring the confidentiality of student records and personal circumstances
- Performing a needs analysis for each student desiring to apply for financial assistance with all needs analysis performed in a consistent manner
- Providing services that do not discriminate on the basis of race, gender, religion, age, economic status, ethnicity or sexual orientation
- Attending training seminars after approved for Title IV funding to stay current with all DE regulations
- Remaining at the highest level of ethical behavior
- No Co-branding or sharing of logos with the lender(s)

The School's financial aid office is expected to always maintain ideal standards of professionalism in relation to interacting with students and families while carrying out the responsibilities of their position. All school staff involved will:

- Remain objective in making decisions and advising in relation to the student's financial aid
- Provide accurate information without any personal bias
- Abstain from taking any actions for personal benefit
- After approved for Federal funding, follow the Title IV laws and regulations
- Will keep the best interest of the student and families first and foremost
- Refrain from soliciting or accepting gifts from loan agencies, or any government agency

## **Code of Conduct/Ethics**

- Federal Reserve Board and Department of Education final rules for private education loans and Title IV Funding
- Replaces prior special rules for student credit extension

The Federal Reserve Board (FRB) regulates required disclosures on private education loans and defines certain key terms. The Department of Education (ED) regulates the required disclosures on Title IV Aid, HEA loans and private education loans.

## O The Higher Education Opportunity Act (HEOA) defines:

- An Institution-affiliated organization is an entity directly or indirectly related to a covered institution that recommends, promotes, or endorses education loans.
- Lender-an eligible private education lender or any other person engaged in the business of securing, making, or extending education loans on behalf of the lender.
- Private education loan-is a non-Title IV loan provided by a private educational lender expressly for post-secondary educational expenses and does not include an extension of credit under an open-end consumer credit plan or secured by real property.
  - The School is not considered a private lender if the extension of credit is 90 days or less and interest will not be applied to the credit balance and the term is one year or less, even if payable in more than 4 payments.
- Preferred lender arrangement is an arrangement or agreement between a lender and covered institution in which a lender provides education loans to students/families and the covered institution recommend, promotes, or endorses the education loan products of the lender.
  - Includes arrangements between a lender and an institution-affiliated organization
  - Does not include:

- Direct Loan Program Loans through the DE,
- Education funds covered by the School's own funds
- Funds by donor-directed contributions
- State funded financial aid programs if the terms and conditions of the loan include a loan forgiveness option for public service
- An Education loan is a Direct Loan, or a private education loan
- Preferred Lender Arrangement (PLA) The School will provide disclosures annually for each type of education loan offered pursuant to the PLA before a student borrows.
  - Informational materials-publications, mailings or electronic messaging will be distributed to prospective and current students describing the available financial assistance opportunities. The disclosure will not include any co-branding and must conspicuously disclose that the School does not endorse the product in question.
  - The School has no less than two unaffiliated private education lenders. The following chart lists the lenders and the reasons the School chose these lenders in respect to loan terms and conditions and the methods or criteria used to select these lenders in relation to why they are favorable to borrowers.
- Preferred Private Lenders The institution has no preferred private lenders at this time
- Criteria for Selection In house application and approval
- Reason favorable to Borrower Flexible payment plans
  - Disclosure for Direct Loans is found in the model disclosure form developed by the DE.
  - The School offering private loans will concurrently provide information in the form of a private lender model disclosure form.
  - The School does not require students to borrow from any of the preferred lenders. The School will not deny the borrowers choice of lender.
  - Method/criteria used to choose lenders is without prejudice, based on the borrower's best interest and for the sole benefit of students attending the School.
  - The School will provide borrowers or notify borrowers where to find the Truth in Lending Act (TILA)
    disclosures for each lender.
  - School's approved for Title IV aid will inform borrowers of all Title IV eligibility and the terms and conditions
    of the Title IV aid in comparison to the private education loans.
  - The School approved for Title IV aid will provide a clear distinction between the presentations of the Title IV aid in relation to the presentation of the private loans.
  - The School approved for Title IV Aid will provide, upon the applicant's request, a self-certification form developed by the Department of Education along with any information the School has been provided to complete the required form before giving, upon the applicant's request, a self-certification form from a private lender.
  - The School will not agree to use in marketing, the private lenders name, emblem, or share the logo or pictures of the School with the lender which could imply the loan is offered or made by the School or affiliate.
  - The School will ensure the lender's name is shown in all information/documentation related to the loan.
  - The School will submit to the Department of Education an annual report that includes:
    - Truth In Lending Disclosures of each lender on the preferred lenders list
    - Detailed reasons why the School participates with each private lender and reasons why the lender is beneficial to the borrower
    - Report will be available to the public, including both current and prospective students

# Code of Conduct Requirements – Affiliated Organizations

- The Code of Conduct will be displayed in plain sight on the School's website and also on the preferred lenders website.
- The School will administer, enforce, and review the Code of Conduct for all school staff involved annually.
- ° Lenders are also required to enforce and review the same Code of Conduct with the affiliate's agents annually.
- The School prohibits a conflict of interest between the School FAO and the preferred lenders.
- ° The School does not promote any lender during the Entrance/Exit Interview process.
- The School does not promise any loan volume to any preferred lender.
- The Code of Conduct prohibits revenue-sharing arrangements with any lender.
  - The School will not collect a fee in exchange for promoting a lender nor collect any revenue or profit sharing.
  - The Financial Aid Department or Officer or Owner will not receive gifts from any preferred lender
    - "Gifts" include: gratuity, favor, discount, entertainment, hospitality, loan, services, transportation, lodging, meal, or other items deemed as a "gift".
    - The term "Gift" does not include: food or refreshments during a professional training session meant to improve service and does not include favorable terms to student, standard marketing material,

- and philanthropic contributions from a lender in exchange for advantages to related loans, or any state aid.
- The School will utilize marketing materials advantageous to the applicant from the lender(s) to counsel, aid in financial literacy and debt management as long as the lender discloses that the lender prepared the provided materials.
- The School does not hire any consultants contracted by any private lender.
- The School does not have any affiliates of lenders serve on their Advisory Board.
- The School owners/staff will not participate on any affiliated lenders Advisory Board.
- The School's financial aid / assistance office is prohibited from directing borrowers to certain lenders or delaying loan certifications. The School does not assign lenders to any student's aid award package and does not refuse, or delay loan certification based on the borrower's choice of lender.
- The School is not involved in payment to any lenders, whether directly or indirectly, in exchange for points, premiums, or interest of financial support in exchange for extending credit to a student.

## **Adverse Actions**

The U.S. Department of Education requires all Title IV eligible schools to publish any enforcement actions or prosecutions brought against it by a state or federal law enforcement agency in any matter where a final judgment against the institution, if rendered, would result in an adverse action by the School's accrediting agency, revocation by the state authorization or licensing agency, or limit, suspend, or terminate a school's eligibility to participate in Title IV programs of the Higher Education Act. <u>TPCA does not have any legal actions against it by a state or federal law enforcement agency.</u>

For complaints with the institution's accreditor and state authorization agency:

- Accreditor (NACCAS): <a href="https://NACCAS.org">https://NACCAS.org</a> / (703) 600-7600
- State Authorization Agency (TDLR): <u>www.tdlr.texas.gov/complaints/default\_Licensed.aspx</u>

## **Constitution Day**

"September 17 is Constitution Day and Citizenship Day (Constitution Day). This day commemorates the September 17, 1787 signing of the United States Constitution.

Section 111 of Division J of Pub. L. 108-447, the "Consolidated Appropriations Act, 2005," Dec. 8, 2004;

Section 111 requires that each education institution that receives federal funds hold an education program for Constitution Day and requires it be held on September 17 of each year, commemorating the September 17, 1787, signing of the Constitution. However, when September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week."

For more information, visit <a href="https://constitutionday.com/">https://constitutionday.com/</a>.

# **Textbook Information for all our Programs**

		Cosmetolo	gy Operator			
Title	Туре	Language	Year	ISBN	Media	Retail Price*
Milady MindTap Digital Learning Solution	E-Book	English	N/A	9781305632028	Electronic	\$257.95
Milady Standard Cosmetology	Textbook	English	2016	9781285769431	Softcover	\$126.95
Milady Standard Theory Workbook	Workbook	English	2016	9781285769455	Softcover	\$55.95
		Class A	Barber			1
Title	Туре	Language	Year	ISBN	Media	Retail Price*
Milady MindTap Digital Learning Solution	E-Book	English	N/A	9781305664005	Electronic	\$255.95
Milady Standard Barbering	Textbook	English	2017	9781305100558	Hardcover	\$149.95
Milady Standard Barbering Student Workbook	Workbook	English	2017	9781305100664	Softcover	\$70.95
		Esthe	etician			
Title	Туре	Language	Year	ISBN	Media	Retail Price*
Milady MindTap Digital Learning Solution	E-Book	English	N/A	9781337095150	Electronic	\$269.95
Esthetics Fundamentals & Foundations Textbook Package	Textbook	English	2019	9780357263792	Hardcover	\$163.95
Milady Standard Esthetics Workbook Package	Workbook	English	2019	9780357482841	Softcover	\$139.90
		Nail Tea	hnology			
Title	Туре	Language	Year	ISBN	Media	Retail Price*
Milady MindTap Digital Learning Solution	E-Book	English	N/A	9781337786669	Electronic	\$219.95
Milady Standard Nail Technology & Foundations Textbook Package	Textbook	English	2020	9780357446867	Hardcover	\$136.95
Milady Standard Nail Technology Workbook Package	Workbook	English	2020	9780357482865	Softcover	\$127.90

<sup>\*</sup>Does not include state sales tax. Supply Fees for each program include the Milady textbook and workbook in hardcopy only. The digital versions of the textbook and workbook are included components of the Milady MindTap Digital Learning Solution. Students who wish to purchase the Milady MindTap Digital Learning Solution should contact the administrative office.

## **INSERT 1E – ENFORCEMENT OF PUBLIC HEALTH REGULATIONS**

The state of Texas has the reasonable expectation that all trained and licensed beauty and grooming professionals will be knowledgeable of all public health regulations applicable to the profession and that licensed professionals under the beauty and grooming industry will practice and enforce these standards.

The Professional Cosmetology Academy has the reasonable expectation that all students will dutifully and earnestly apply themselves to learning the health regulations of Texas and on a daily basis will practice and demonstrate their knowledge of these rules and accept their professional vanguards and enforcers of public health regulations.

Employees are expected to demonstrate and apply these standards and regulations at all times.

Students and employees are required to adhere to the safety precautions caused by COVID-19. Students and employees must abide by the safety and sanitation procedures as outlined by the Centers for Disease Control and Prevention (CDC). For more information visit the CDC website [www.cdc.gov/coronavirus/2019-ncov/communication/guidance.html].

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