



Ea La Mar's Cosmetology & Barber College

Policies & Procedures

1510/1504 Prospect Ave

Kansas City MO, 64127

816-241-4325(office) 816-600-0408(textline)

Ealamars1@sbcglobal.net(email)

www.ealamarscollege.com

School Catalog

2025/2026

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Our Story

Our College is a family owned establishment that was found by Ms. Shirley McDonald. The college began as Ea La Mar's Cosmetology College in 1982. In 1986 Ms. McDonald opened Ea La Mar's Barber College. In 2007 Ms. Nicole Frederick Hall (daughter of our founder) became the new owner of both colleges.

Here at Ea La Mar's Cosmetology & Barber College We educate with pride. We have a unique approach to cosmetology & barber industry education. We maintain a family-oriented environment and take pride in our detailed curriculum which includes technical skills as well as business skills. For nearly four decades, Ea La Mar's graduates have made their mark locally and around the country, by becoming successful salon and shop owners, celebrity stylist, platform artist etc.

We believe if you want to achieve permanent, sustainable success, you must acquire vast reserves of inner strength, determination, and desire. In this world of educational enlightenment, the future belongs to those who strive to be different, those who long for knowledge, and those who prepare for it. At Ea La Mar's Cosmetology & Barber College, we take pride in the high standards that we have set for you and out of deep respect for the high expectations you have set for yourself. Our goal is to help you discovery our abilities and potential, however, the degree to which you succeed will depend on the effort you are willing to apply during your entire course of study.

You are instructed to carefully read this catalog. Should any information in this catalog be unclear or not be FULLY UNDERSTANDABLE by you, an appointment should be made with a leadership team member for further clarification and/ or explanation to your questions. Throughout this catalog and other school documents Ea La Mar's Cosmetology & Barber College is also referred to as ECBC College. The programs will be taught in English; the enrollment contract is in English. You must sign the last receipt page, acknowledging full understanding and comprehension of all material prior to starting class, and agree to all provisions of this catalog.

Last but certainly not least, I wouldn't be writing this if it weren't for you. You are the reason for every part of the ECBC Legacy. Every decision is made with you in mind, and you are the sole purpose for my commitment to continue striving to maintain EXQUISITE EDUCATION.

Thank you does not cut it, but please know that the MAC TEAM value you and we appreciate you allowing us the opportunity to be a part of
YOUR STORY.

With a grateful heart.

Peace & Blessings

Nicole Hall Owner/President

Our Mission

We will provide a quality educational system that includes experienced and highly trained instructors, and a curriculum developed to train a confident, determined, ambitious graduate.

We will continue to provide each student a quality, diverse education, by teaching the set curriculum approved by the Missouri State Board of Cosmetology and Barbering. Our leadership team will continue to provide an extensive, accelerated program which includes but not limited to professional ethics, integrity, and business principals conducive for any work environment. We will continue to prepare well informed and highly skilled graduates that will pass their state board examination, which will lead to gainful employment and rewarding opportunities in the fields of Cosmetology, Barbering, Industry.

Exquisite Education Is Our Tradition: Success Is Our GOAL

It is the objective of EaLaMar's Cosmetology & Barber College

- To provide the training necessary to prepare the student with the skills required to successfully graduate, and secure and retain employment in the field of cosmetology, barbering, or teaching.
- To expose the students to all aspects of clinical and practical procedures of their chosen field.
- To impress upon the students the need to keep up with the ever-changing field by attending professional educational seminars.
- To instill upon the students a keen sense of professional ethics to enable them to be competitive and successful.
- To educate and prepare the students to fulfill all requirements for the Missouri State Board of Cosmetology & Barbering Licensing Examination.

In order to achieve OUR Objectives, the school does the following.

- Maintains a highly skilled and qualified teaching staff.
- Provides the student with a comprehensive curriculum the basics of Cosmetology, Barbering, and related subjects, with emphasis on current techniques utilized in the profession.
- Teaches the value of professionalism in the industry, including high standards of workmanship and personal conduct.
- Conducts its business in an ethical and educational atmosphere that is a credit to the industry.

Language Policy

Ea La Mar's Cosmetology & Barber College is an English-speaking facility. Our curriculum is English and all courses are taught in English. Any information provided to applicants, enrollees, and students that is relevant to the decision to enroll or to satisfactorily complete the course and/or program is available in English. We do NOT offer English-as-a-second language instruction. Instruction is in English only.

Prospective students must be able to understand English to communicate with other students, clients, and staff. When enrolling a student, staff will determine if a prospective student can speak and understand enough English to benefit from the course. ECB College does not offer language services to students.

ECB College MAC Team

- *Ms. Nicole Frederick Hall: Owner/President, Director, Cosmetology & Barber Educator, Business Manager, Financial Aid Advisor*
- *Ms. Shirley McDonald: (Founder of ECB College) Cosmetology & Barber Educator*
- *Mr. Terry Boyd: Student Services Coordinator/Educator*
- *Ms. Ja'Von Wofford: Director Of Education/Educator*
- *Mrs. Alvin Payne: Educator*
- *Tonya Frederick: Admissions Director*
- *Keena Gillum: Educator*
- *Dixie Harris: Guest Relations Specialist/Student Service Specialist*

ECB College Advisory Board

Tim Gumby: Alumni, Barber/ Licensed Barber Shop Owner "Gumbys Barber Shop"

Margaret Bia: Alumni, Licensed Cosmetologist /Salon Owner "Bia The Way Beauty & Barber Salon"

Terry Boyd: Licensed Cosmetologist/ Barber/ Educator

Nicole Hall / School Owner

FACILITY

Our climate-controlled facility is fully equipped with individual student workstations, 6 shampoo bowls, 9 portable dryers, back bar, dispensary, laundry room, manicure stations and facial/waxing chairs. Our Clinic area is spacious with large windows to provide natural light. There are 5 training theory classrooms complete with an extensive video and reference library. Our large reception area includes a client check in area, and client seating. Our 2 buildings are total of 9800 square feet with a total of 35 stations, 4 restrooms / handicapable bathrooms, 2 drinking fountains that are handicap accessible, and all classrooms are handicap accessible, student café equipped with microwave and refrigerator for convenience, teachers' lounge, and outside patio.

SCHOOL LICENSING

ECBCollege is licensed by Missouri State Board of Cosmetology and Barber Examiners as a Cosmetology & Cross Over Barber College.

Accrediting Agency

NACCAS
3015 Colvin Street
Alexandria VA.22314
703-600-7600
www.naccas.org

LICENSING AGENCY:

Missouri State Board of Cosmetology & Barber
P.O. Box 1062
Jefferson City, MO 65102-1062
573.751.1052
Telephone
866.762.9432 TollFree
573.751.8167 Fax
800.735.2966 TTY
800.735.2466 Voice Relay
cosbar@pr.go.gov www.pr.mo.gov/cosbar.

AFFILIATIONS AND ASSOCIATIONS

American Association Cosmetology Schools Pivot
Point Partner School

FAFSA CODE

042474

CAREER OPPORTUNITIES

The career opportunities for a licensed professional are wide-ranging. By considering the field of cosmetology you are entering into a profession that will allow job security and ample income while working in a rewarding yet challenging environment. The reward of helping others feel great and the challenge of the changing trends in the profession makes this an even more satisfying and successful career. Graduates who become licensed in Cosmetology, Barbering, have some of the following career opportunities.

COSMETOLOGY/HAIRSTYLING

Professional Stylist Platform Artist Product, Representative
Salon, Owner or Manager, State Board Member State Board
Examiner, Image Consultant, Professional Nail Technician Nail
Care, Specialist Nail Salon Manager, Platform Artist, Product
Representative, Retail Specialist

BARBERING

Professional, Barber Platform Artist Product
Representative, Equipment, Representative, Shear &
Clipper Repair, Shop Owner, State Board Member, State
Board Examiner, Styles Consultant

INDUSTRY REQUIREMENTS

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

1. Develop finger dexterity and a sense of form and artistry.
2. Enjoy dealing with the public.
3. Keep aware of the latest fashions and beauty/barber techniques.
4. Make a strong commitment to your education.
5. Be aware that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.
6. Learn business skills applicable to the desired position

How much is the average cosmetology/barbering/related fields. The Bureau of Labor Statistics says that the median salary for cosmetologists is \$22,500 per year. The BLS numbers often do not account for full-time and part-time cosmetologists,experience in the field, and tips that cosmetologists receive, which could make that salary higher .According to both NACCAS and the United States Department of Labor, the average cosmetology salary range for salon professionals can reach up to a \$50,000 annual cosmetology salary, but this varies since each employer charges tips and bonuses slightly differently. The 2003 NACCAS Job Demand Survey reveals that cosmetology careers and cosmetology salary ranges have dramatically increased their earning power today with low unemployment due to a shortage of licensed salon professionals . Some of the main factors that determine cosmetology salaries and cosmetology salary ranges include the size and location of the salon, hours worked the tipping habits of clients, and competition from other salons and shops. The cosmetologist's ability to bring in and maintain regular clients is another factor in determining many cosmetologists' salaries and cosmetology salary ranges.

According to The United States Department of Labor, many cosmetologists, and other personal appearance workers receive commissions based on the price of the service, or they earn a salary based on hours worked. Nearly every professional in the cosmetology industry receive tips and commissions for the products they sell and those **tips often go unreported**. Some salons pay bonuses or commissions to employees on top of their regular cosmetology salary who bring in new business or sell products.

According to the United States Department of Labor, the U.S. employment rates for personal appearance works such as hairdressers, hairstylists, cosmetologists, skin care specialists and shampooers are projected to grow 20 percent between 2008 and 2018 Employment of manicurists and pedicurists is expected to show a similar increase as well!

HOURS OF OPERATION

Tuesday through Friday 8:00 am-3:30 pm

Saturday 8:00 am – 5:00 pm (Closed the last Saturday of each month)

CLIENT SERVICE HOURS (PRACTICAL FLOOR)

Tuesday through Friday 10:00 am-3:00 pm Saturday 8:45 am-4:00 pm

NATIONAL HOLIDAYS & OBSERVANCES

New Year's Day, Labor Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Thanksgiving Break, and Christmas Day/Winter Break, Spring Break Last week of May. At the discretion of the owner, the school may close on a day directly prior to or after a holiday in observance of that holiday. Notice will be provided to students in advance of any such closure. In the event of an emergency closing due to inclement weather or natural disaster (flood, tornado, snow, etc.), the school will close as determined by the local Public School System. A notice will be placed on the door (if possible, or notified by an alternate source, text message).

CLASS START DATES(subject to change if necessary)

<u>02/02/2025</u>	<u>07/22/2025</u>
<u>04/01/2025</u>	<u>09/15/2025</u>
<u>05/27/2025</u>	<u>11/11/2025</u>

PROGRAMS OFFERED

- Basic Cosmetology 1500 hours
- Hairstyling 1500 hours
- Barber Hairstyling 1500 hours
- Crossover Barber 45 hours

ADMISSIONS PROCEDURES

OUR COLLEGE DOES NOT PARTICIPATE IN AN ABILITY TO BENEFIT PROGRAM

Acceptance is not guaranteed. A prospective student must demonstrate that they are academically prepared to be successful.

ADMISSIONS REQUIREMENTS(Basic Cosmetology,Hairstyling&Barber Hairstyling)

Each admitted student must meet all of the following requirements: BEFORE acceptance to ECBCollege.

- Prior to acceptance all applicants are required to have an interview with the school advisory board or admissions staff.
- Must be at least 17 years old
- Have a high school diploma or its equivalent(able to furnish proof):copy of diploma, copy of GED certificate,
- Provide a copy of official transcript showing high school completion or a certificate of attainment.
- Complete the enrollment application to be forwarded to the Mo.State Board of Cosmetology & Barber Board/Non-Refundable Application Fee \$60.00. can be paid in the form of cash, credit card or personal check payable to Ea La Mar's. The application for admission cannot be processed until the application fee is received. The application fee is not included in the cost of tuition and must be paid prior to being admitted to the school.
- Two recent photos(passport size 2x2)
- Proof of Age(Driver's License, State ID, Birth Certificate or Passport)
- Health physical (Barbers only)
- In the last ten(10)years have you been adjudicated and found guilty,or entered a plea of guilty or nolo contendere,in a criminal prosecution under the laws of this state or any other state or of the United States,whether or not sentence was imposed? *If yes,attach a statement of the details of such action
- on a separate sheet Provide court documents
- Understand the English language:read,write, and speak .All programs are taught in English

ADMISSION REQUIREMENTS CROSSOVER BARBER

- Hold a current license as a Missouri Cosmetologist
- Have a high school diploma or its equivalent (able to furnish proof): copy of diploma, copy of GED certificate, copy of official transcript showing high school completion
- A Health Physical
- Complete the enrollment application to be forwarded to the Mo. State Board of Cosmetology & Barber Board
- Two recent photos (passport size 2x2)
- Copy of ID, Birth Certificate, or Passport
- Non-Refundable Application Fee \$60.00
- Understand the English language: read, write, and speak. All programs are taught in English

High School Diploma Verification Policy

As a condition for enrollment, Ea La Mar's Cosmetology & Barber College requires that all students provide valid proof of education. This includes a copy of a prospective student's high school diploma, high school transcript (a copy of a high school transcript will be accepted provided it has been notarized to be a true and exact copy of the original.) or a High School Equivalency (HSE). Missouri's current high school equivalency test was developed by the Educational Testing Service (ETS) and is called the HiSET. Enrollment for all programs requires proof of a high school diploma (or its equivalent) or evidence of completion of homeschooling that Missouri law treats as homeschool completion. Since the state of Missouri currently does not issue a credential for home school completion, the following are acceptable means of documentation for admission: notarized transcript signed by the principal instructor and includes the graduation date and show high school completion. If a public or private high school diploma appears to be questionable, then an official transcript will be requested and evaluated by the Director of Admissions prior to a student's enrollment. If the information cannot be verified or rejected by The Missouri Board of Cosmetology and Barber Examiners, the student will be required to pass a GED or MO HiSET (MO High School Equivalency Test) prior to enrollment. The Missouri Board of Cosmetology and Barber Examiners will only issue a post-secondary student license to an applicant that has a valid high school diploma or its equivalent.

These documents need to be presented to the admissions department no later than the day of orientation. All diplomas/ transcripts or official documents must be presented to the admissions office with the school/institution logo or faxed/mailed from the official school/institution where the student received the transcript/diploma or official document. Documents can also be from the Missouri Department of Elementary and Secondary Education.

The admissions director will review all high school diplomas, HSE and transcripts to confirm that they are official documents. No student will be admitted if the admissions director does not have documentation that properly validates high school graduation.

If high school information appears to be questionable the student will be notified by mail/email or via phone. The official transcript will be requested and evaluated by the director of admissions prior to enrolling the student. Particular attention shall be paid to situations involving online diplomas.

Upon receipt, the director of admissions shall review the transcript with particular attention to the student's date of entry and graduation date. Sufficient time lapse should occur between such dates.

When presented with a copy of a high school diploma or transcript that is questionable the following steps are taken to verify that the high school diploma is legitimate:

1. Search the Mo Department of Education for the school's code. If the school does not have a code, the applicant must obtain a HSE @ <https://dese.mo.gov>
2. Search the State Department of Education's website or the actual school's website if the student obtained a high school diploma from an outside state.

If the high school information cannot be verified, the student will be required to take and pass a HiSET test prior to enrollment.

Foreign Diplomas or Transcripts:

The school will accept a foreign diploma or transcript; however, the diploma or transcript MUST be equivalent to a U.S. high school diploma and must be translated into English. It is the student's responsibility to have the foreign diploma or transcript translated and evaluated by an outside agency that is qualified to translate as part of the admissions process. The admissions Coordinator can provide a list of official agencies authorized to perform this evaluation of equivalence, which is conducted at the applicant's expense. Graduates of foreign secondary schools may also elect to take and pass the high school equivalency exam (otherwise known as GED test) in lieu of the official evaluation of U.S. high school equivalence

RE-ADMISSION POLICY

Students who voluntarily terminate may apply for re-admission at any time. 2. Students terminated due to a policy infraction may apply for re-admission after 3 months. 3. Students terminated due to a loss of financial aid may apply for re-admission on a self-pay basis at any time. 4. Re-admitted students must be current on payments of any balance due the school prior to being considered for re-admission. Students who were participating in financial aid may re-apply to determine current eligibility. 6. The tuition rate current at the time of re-entry will apply to the balance of training hours needed for students who re-enroll more than thirty days after the formal withdrawal date unless mitigating circumstance apply. 7. Any missing books or equipment must be replaced at the student's expense prior to re-admission. 8. The school, at its own discretion, may request the student to complete a practical evaluation prior to readmission. 9. Re-Admission, under any circumstance, is not guaranteed. 10. Students re-admitted must sign an Addendum to their original Enrollment Agreement, or a whole new Enrollment Agreement, whichever is applicable. If a student withdraws in good standing, he or she may return under the same status and without loss of credit, grades, or hours. A student may or may not be readmitted at Ea La Mar's College discretion if a student's performance was unsatisfactory when he or she withdrew or terminated from school

GED Certification:

For information on obtaining a General Education Diploma please refer to the adult school location in your area. Below is a list of suggested locations and websites.

- Manual Career and Technical Center 1215 E. Truman Road 3rd Floor
- Independence Adult and Community Education: 816.521.5507
- Kansas City Adult Basic Education Program, 816.418.7150
- Blue Springs GED Adult Education Program: 816.224.1363
- North Kansas City Adult Education and Literacy: 816.413.5480
- Or go online, www.gedonlineclass.com.
- Go to www.gedtestingservices.com for more general information about the GED test along with study tips and practice questions.

TRANSFER OF HOUR POLICY - STUDENTS ENTERING THE SCHOOL

Ea La Mar's MAY accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material and the applicability of the courses to the student's intended academic program at the school.

Transfer students are assessed tuition at the current per hour rate. Current tuition rate information is located in the "Costs of Tuition and Supplies" section of the catalog.

GRADUATION REQUIREMENTS (All Programs)

ECBCollege will grant a Certificate of Completion and Official Transcript of Hours for the applicable course when the student has successfully completed all phases of study, required tests, practical assignments; completed all theory workbooks; theory final at 75% or higher and practical final at 75% or higher, attended one continuing education class, completed the program of study according to State requirements; completed all exit interview paperwork; attended an exit interview, tuition/fees have a zero balance due or made satisfactory arrangements for payment of all debts owed to the school.

State Licensure Requirements

In order to be eligible for Missouri licensure exam you must graduate from your program of study, meeting all of the schools and the state requirements. The State of Missouri requires passing of both a written and practical exam with a minimum 75% on each exam to become licensed.

Students at Ea La Mar's College will take a mock state throughout the enrolled course and as a final exam, ensuring that you know what to expect from the state license exam. Through-out the course of your instruction we take written tests that aid in preparation of your state exam.

****Note*** Cross Over Barber are only required to pass the practical exam with a minimum of 75% test score. Cross Over Barbers will not take a written exam.

Withdrawal Policy

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 30 days, at which time the items become the property of ECBCollege. Students wishing to transfer to another institution must pay all monies owed to ECBCollege, and all applicable academic requirements must be met in order for the hours to be released.

Official Withdrawal Process: If a student wishes to withdraw from school the student must notify the school either in writing or verbally. A written notification can be delivered by regular mail sent directly to the school or via a mail sent to Nicole Hall at the following email address ealamarsl@sbcglobal.net. The date that the school is notified is the date of determination of the withdrawal and is based on the postmark date on the mailed notification, the date of the e-mail notification or the date the student calls or notifies the school in person.

Official cancellation occurs when a student is not accepted by the School, or when a Student or legal guardian cancels the Enrollment Agreement. Ea La Mar's also may initiate an official withdrawal for reasons which include but are not limited to the expulsion of the student or the termination of the student for failure to meet the applicable requirements of the school's satisfactory academic progress policy or the failure to pay tuition and other charges by the applicable deadlines.

Unofficial Withdrawal Process: An unofficial withdrawal may occur for a variety of reasons including but not limited to expulsion, failure to meet Program attendance requirements, failure to attend class in the student's program at the school for 14 consecutive calendar days, failure to meet applicable requirements in the school's satisfactory academic progress policies, or failure to pay tuition and other charges by the applicable deadlines.

Withdrawal Date: In both cases the Withdrawal Date (which is sometimes referred to as the last day of attendance) will be used in the Institutional Refund calculation and, if applicable, in the Federal Return of Title IV calculation.

Grading Scale

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

STUDENT SCHEDULE CHANGES

Student's permanent schedules will be determined and approved on the enrollment contract. Schedule changes are not permitted during basic core training. A permanent schedule change that requires your weekly hours to change on your enrollment contract requires an addendum to the enrollment contract and a schedule change fee.

NON-DISCRIMINATION POLICY

ECBCCollege, both as an employer and as an educational system, is committed to the principles of nondiscrimination and equal opportunity for all people. Our school believes in NO discrimination on the basis of age, race, sex, color, creed, religion, financial status, nationality, ethnic origin or area of residence in any of its practices and policies on Admissions, Instruction, or Graduation.

EA LA MAR'S COSMETOLOGY & BARBER COLLEGE POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

Accommodation Procedures for Students with Disabilities

Grievance Procedures for Students who have Complaints on the Basis of Disability Accommodation

Procedures for Students with Disabilities

Non-Discrimination Policy — It is the policy of Ea La Mar's Cosmetology & Barber College to comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which are Federal laws that prohibit discrimination on the basis of disability. Ea La Mar's Cosmetology & Barber College does not discriminate on the basis of disability against a qualified person with a disability in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a student's participation in a program of Ea La Mar's Cosmetology & Barber College. This applies to all students and applicants for admission Ea La Mar's . Ea La Mar's Cosmetology & Barber College will provide reasonable accommodations to students with disabilities. Definition of an Individual with a Disability — An individual with a disability is a person who has a physical or mental impairment which substantially limits one or more major life activities of the individual. These persons are protected by Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Individuals with a record of such an impairment and individuals who are regarded as having such an impairment are also protected by these Federal laws. The definition of "disability" in Section 504 and the ADA should be interpreted to allow for broad coverage. The phrase physical impairment means a physiological disorder or condition, a cosmetic disfigurement, or an anatomical loss, that affects one or more of the following body systems:

neurological; musculoskeletal; special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.); respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine. Examples include, but are not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV disease (symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

The phrase mental impairment means any mental or psychological disorder, including but not limited to, mental retardation, organic brain syndrome, emotional or mental illness, specific learning disabilities, post-traumatic stress disorder, depression and bi-polar disorder. The phrase substantially limits must be interpreted without regard to the ameliorative effects of mitigating measures, other than ordinary eyeglasses or contact lenses. Mitigating measures are things like medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications that an individual may use to eliminate or reduce the effects of an impairment. These measures cannot be considered when determining whether a person has a substantially limiting impairment. An impairment that is episodic or in remission is a disability if, when in an active phase, it would substantially limit a major life activity. For example, a student with bipolar disorder would be covered if, during manic or depressive episodes, the student is substantially limited in a major life activity (e.g., thinking, concentrating, neurological function, or brain function).

The phrase major life activities means functions such as caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Ea La Mar's Responsibilities to Students with Disabilities

Ea La Mar's must provide academic adjustments, auxiliary aids and reasonable accommodations to students with disabilities, that are necessary to ensure students are not denied the benefits of, or excluded from participation in, Ea La Mar's program. The school must make modifications to its academic requirements that are necessary to ensure that the requirements do not discriminate against students with disabilities. The school must ensure that it provides physical access to students with disabilities. It is also the responsibility of Ea La Mar's Cosmetology & Barber College to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at Ea La Mar's Cosmetology & Barber College is: JaVon Wofford; ADA Compliance Coordinator 1510 Prospect Ave, Kansas City MO 64127, 816-241-4325; jw@ealamarscollege.com

When a student informs a staff member that the student is disabled, or needs accommodations or assistance due to disability, the staff member will refer the student to the ADA Compliance Coordinator.

Procedures for Students and The school

Documentation of disability by students — Students with disabilities who wish to request reasonable accommodations (including academic adjustments, auxiliary aids, or modifications) must contact the ADA Compliance Coordinator named above for their campus. Students must provide documentation of disability from an appropriate professional, which depends on the nature of the disability. For example, a student with a psychological disability should provide documentation from a psychologist, psychiatrist or social worker. The documentation submitted must be within the last 12 months, if older than 12 months the student must provide current documentation from the appropriate professional.

This documentation may be the student's existing medical records, or reports created by the student's medical provider or an appropriate professional who conducts an assessment of the student. It may be documentation from the student's past educational records such as reports from teachers or school psychologists, or records that show the student's educational history, disability assessment, and the accommodations the student previously received. It may be records from the state department of

rehabilitation or the U.S. Department of Veterans Affairs. Documentation should be current and relevant, but that does not mean that a recent report or record is needed in all cases. Some disabilities are stable lifelong conditions and historic documentation will be sufficient. Some disabilities are readily apparent and observable and thus little or no documentation will be needed.

The documentation of disability is kept at all times in a locked, private file at the school to protect privacy, direct access to this documentation is by written consent only. The ADA Compliance Coordinator will determine what information needs to be shared with Ea La Mar's Cosmetology & Barber College staff and instructors, on an "as needed basis," in order to facilitate academic accommodations or other services.

Student requests for accommodations and interactive discussion with ADA Compliance Coordinator Students who plan to request accommodations should contact the ADA Compliance Coordinator promptly, so there is time for the Coordinator to review the student's documentation and discuss accommodations with the student before the student begins the class or program for which the accommodation is being requested. When a student contacts the Coordinator, the Coordinator will keep a record of the dates and contacts with the student, including a record of the accommodations requested by the student. Students who have questions about the type of documentation they need to provide should contact the Coordinator to discuss this.

The student and the ADA Compliance Coordinator will discuss how the student's impairment impacts the student, how the student expects the impairment to impact the student in Ea La Mar's program, the types of accommodations the student has previously received (if any), and the accommodations being requested by the student from the school. The Coordinator and the student should discuss accommodations needed during all phases of the program (Core 1,2, 3), and for classroom instruction, skills based instruction and skills practice.

The documentation (or observation) must show the nature of the student's disability and how it limits a major life activity. The accommodations requested by the student should be related to these limitations. There are no pre-set accommodations for specific disabilities. Instead, the Coordinator and the student must discuss and determine what the student's limitations are, and how they can be accommodated.

Here are some examples:

- A student with an orthopedic disability may need cushioned floor mats and scheduled times to sit down. These students may also need particular kinds of chairs.
- A student with a learning disability or attention deficit disorder may need extra time to take tests, such as ninety minutes to take a test instead of the sixty minutes allowed to other students. These students may need to take their tests in a location that is quiet and has no distractions, such as an office rather than the classroom.
- A student with a learning disability or psychological disability may need a note taker, a copy of the instructor's notes or presentation, or to use a tape recorder during instruction.
- A student with post-traumatic stress disorder or an anxiety disorder may need to take periodic leaves of absence, or may need to structure their program so that it is scheduled over a longer period of time than usual. These students may need to take breaks in a quiet room during skills practice.
- A student with a hearing impairment may need instructors to use voice amplification systems or may need the school to provide a sign language interpreter.
- A student with diabetes may need periodic breaks to check his or her blood sugar level.

Decision about accommodations, and ensuring implementation of accommodations — The ADA Compliance Coordinator will decide the accommodations to be provided to the student. The Coordinator will consider any past accommodations that have been effective for the student, and will give primary consideration to the type of accommodation requested by the student. Alternate accommodations may be provided if there is an alternative accommodation that would be equally effective for the student.

The Coordinator will make a decision no later than two weeks after the student states the request for an accommodation. If the student does not submit documentation of a disability at the time the student requests an accommodation, the Coordinator will make a decision no later than two weeks after the student provides the documentation.

The Coordinator will list the approved accommodations in writing and provide this to the student. The Coordinator will inform the appropriate Instructors and school staff of the accommodations they are responsible for providing to the student, how to provide the accommodations, and when to provide the accommodations. The Coordinator will keep a written record of these contacts about the student's accommodations. The Coordinator will verify that the accommodations are being implemented for

the student through direct observation, report by the student, and/or documentation from the school staff. If the student informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene with relevant staff members to ensure the accommodation is provided to the student.

After accommodations have been approved for a student, the Coordinator will make an appointment with the student for a time when the student's program is expected to change. The purpose of the appointment is to determine whether the student's accommodations should be changed when the student's program phase changes, or the type of instruction changes.

Additional factors — The school is not obligated to provide accommodations that would result in a fundamental alteration of Ea La Mar's program. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the student that would not fundamentally alter the program. The Coordinator will offer the alternate accommodation to the student.

The school is not obligated to provide accommodations that would result in an undue financial or administrative burden on the school. If the Coordinator decides that a requested accommodation might impose such a burden, the Coordinator will discuss the issue with the school owner, who will take into account the overall financial resources of the school. The school owner will make the final decision, in accord with the requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If the school owner determines that the requested accommodation would be an undue burden, the Coordinator will promptly search for an equally effective alternate accommodation for the student and offer the alternate accommodation to the student.

Appeals by Students

A student may appeal any accommodation decision made by the ADA Compliance Coordinator if the student disagrees with the decision. Here are some examples: A student may appeal the Coordinator's decision to deny a requested accommodation. A student may appeal a decision by the Coordinator to provide an alternate accommodation rather than the specific accommodation requested by a student. A student may appeal a decision by the Coordinator that the student has not presented sufficient documentation to support the requested accommodation. A student may also file an appeal when

a school staff member fails to provide an approved accommodation, and the Coordinator has not effectively addressed the situation.

When a student wishes to file an appeal, the student must notify JaVon Wofford: ADA Compliance Coordinator: 1510 Prospect Ave, Kansas City MO 64127, 816-241-4325; jw@ealamarscollege.com. The student must explain his/her reasons for disagreeing with the decision, or explain how the student's accommodation is not being implemented, and submit any relevant documentation.

Within five calendar days of receiving a student's appeal the owner will meet with the student to discuss the issues presented by the student's appeal. If appropriate, the owner will also discuss the issues with other School staff members.

When a student appeals a decision made by the coordinator, the owner will determine whether the Coordinator's decision should be revised or remain the same. If the decision is revised, the owner will ensure that the revised decision is implemented.

When a student files an appeal on the basis that an approved accommodation is not being implemented, the owner will determine whether the accommodation is being fully implemented, and if it is not, ensure that the accommodation is implemented.

The owner will inform the student of the decision in writing no later than fourteen days after receiving the student's appeal.

Training and Mediation Responsibilities of the ADA Compliance Coordinator

The ADA Compliance Coordinator at each campus will deliver disability training sessions for all campus staff members at least once each calendar year. In these training sessions the Coordinator will explain the basic requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities

Act as they apply to the school. The Coordinator will address: Ea La Mar's responsibility to provide accommodations to students with disabilities; how to appropriately interact with students with particular kinds of disabilities; how to go about implementing accommodations that the Coordinator has approved for students; how to support students with disabilities in Ea La Mar's programs; that students with disabilities cannot be penalized for using approved accommodations. The Coordinator will keep a record of each training session.

The Coordinator may also provide trainings for students who wish to learn about Ea La Mar's process for providing accommodations, or about Ea La Mar's grievance procedures.

To help ensure that future campus staff members and students are aware of Ea La Mar's policies, the Coordinator will make sure that the Accommodations Procedures and the Grievance Procedures are continually posted at the campus.

The Coordinator will assist students with disabilities who have concerns about implementation of their accommodations or their treatment by the school staff members or other students. At the request of a student, the Coordinator will informally mediate or attempt to resolve issues related to the student's disability. If this informal process does not resolve the student's concerns, the student may file a grievance as described in Section II below.

Grievance Procedures for Students who have Complaints on the Basis of Disability Policy

Ea La Mar's Cosmetology & Barber College is responsible for providing a grievance procedure to students who feel they have been discriminated against on the basis of disability. The grievance procedure provides students the opportunity to file a complaint. The school then has the responsibility to objectively investigate the allegations in the complaint and determine whether the student has been discriminated against. If The school determines that discrimination occurred, the school must take appropriate steps to correct the discrimination and prevent it from reoccurring .

Grievance complaints — A student may file a grievance if the student feels he or she has been discriminated against because the student is disabled, or because the student is regarded as being disabled, or because the student has a record of being disabled. A student may also file a grievance if the student feels that he or she has been retaliated against for advocacy based on disability. Here are some examples of discrimination:

- An instructor or other students refer to the student in a derogatory way related to the student's disability.
- An instructor generally refers to students with particular types of disability in a derogatory way.
- Other students refuse to work with the student because the student is disabled.
- A School staff member refuses to provide a service to the student that the staff member provides to other students.
- A school staff member takes a negative action toward the student after the student asked for accommodations for a disability.
- A guest presenter at the school makes derogatory statements about students with disabilities, or states that students with disabilities can never be employed in the presenter's field.
- A student's request for accommodation was denied by the school, or an instructor did not implement an accommodation for the student that was approved by the school.

A student must file a grievance complaint within 90 days of the date the discriminatory act occurred, or within 90 days of the end of an informal attempt to resolve the complaint, whichever is later. The complaint must be written. In the complaint, the student must describe what happened and the dates the acts took place, and state who was involved. The student should explain why the student believes the acts were taken based on disability. The student should describe or provide copies of any relevant documents or emails, if available.

A student may ask the Campus ADA Compliance Coordinator to try and informally resolve the student's complaint before the student files a written complaint. However, the student is not required to try informal resolution before filing a written complaint.

The complaint must be sent to Nicole Hall; Owner; 1510 Prospect Ave, Kansas City MO 64127, 816-241-4325; nicole@ealamarscollege.com.

Investigation of the Complaint — When the owner receives a written complaint, the owner will immediately begin an objective investigation. The school has the right to contract with an independent investigator to conduct any investigation. Within seven days, the owner will discuss the allegations in the complaint with

the student, and obtain any needed additional information from the student. The owner will obtain from the student the names of any persons the student believes will have relevant information. The owner will gather all information necessary to determine what took place. To do so, the owner will interview any School staff members or students who engaged in the actions or may have witnessed the actions that the student is

complaining about. The owner will interview persons that the student stated may have relevant information. The owner will gather any relevant documents such as emails, student work or instructor's records. During the investigation, the owner will disclose the complaint, and confidential information about the student, only to the extent necessary to investigate the allegations of the complaint.

After reviewing all the evidence gathered, the owner will determine whether the student was treated differently from other students based on disability; or whether the student was harassed based on disability; or whether the student was retaliated against because the student advocated on the basis of disability; or whether the student was denied an accommodation that The school should have provided to the student.

Written Decision — The owner will provide the student with a written decision no later than sixty days after the date the student filed the complaint. The decision will state the determination reached by the owner at the conclusion of the investigation, and the reasons the owner reached that determination. If the owner concludes that the student was discriminated against on the basis of disability, the decision will state the types of remedial action that the school has taken or will take to correct the discrimination. The decision will also state how the school will prevent the discriminatory acts from occurring again.

Appeals by Students — If the student who filed the complaint disagrees with the decision made by the owner, or disagrees with the remedial action specified, the student may appeal the decision to the school owner. The appeal must be written and sent to Nicole Hall; Owner1510 Prospect Ave, Kansas City MO 64127, 816-241-4325; nicole@ealamarscollege.com. The appeal must state the specific reasons that the student disagrees with the decision. Appeals must be filed no later than thirty days after the student receives the written decision from the owner.

The owner will review all the information provided by the student in the appeal, the decision by the owner, the interview records made by the owner and the documents gathered by the owner. The owner will issue a written decision to the student within fourteen days after receiving the student's appeal. The owner will determine whether the decision should be revised or remain the same. If the owner determines that the

decision should be revised, the owner will ensure that any necessary changes in the remedies are implemented

U.S. Department of Education

Students or the school staff who have questions or concerns about disability issues may contact the Office for Civil Rights (OCR), U.S. Department of Education. OCR enforces Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to post-secondary educational institutions.

The OCR National Headquarters is located at:

U.S. Department of Education, Office for Civil Rights
Washington, DC 20202-1100

Telephone: (800) 421-3481

FAX: (202) 453-6012; TDD: (877) 521-2172

Email: OCR@ed.gov

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>, or call the telephone number above.

STUDENT RESPONSIBILITIES

Before enrolling for education training and instruction in our programs, prospective students are responsible for the following:

- Review and consider all information about ECBCCollege programs, including curriculum, costs, policies, job demands and career availability.
- Review financial responsibilities for attending ECBCCollege . Ensure your budget allows for the cost attending and all payments can be made timely.
- Provide all required documentation requested by Admissions
- Notify the office of any information or financial needs that may change during the enrollment process.
- Attend orientation prior to first day of class.

STUDENT SUPPORT SERVICES

ORIENTATION

Orientation provides an opportunity for review and questions of school procedures and policies that will help students understand their role, contribution, and dedication to his/her education. ALL STUDENTS MUST ATTEND THIS ORIENTATION BEFORE BEGINNING CLASSES AT ECBCCollege. Orientation is mandatory for all students. Failure to attend orientation may result in postponement of your education until the next available class.

Counseling/Advising Policy

Counseling and advising is an important aspect of training for a student's educational and personal growth. We maintain an "open door" policy allowing students to receive additional counseling/advising at any time. Information discussed during advising will remain confidential and any recording of such information will be kept in the students file. Students are encouraged to seek advice with proper personnel if a problem exists that needs attention. A student may seek administration staff for an advisement session, which may include the following concerns: academic problems, attendance problems, referrals to professional assistance, questions concerning financial programs, employment, etc.

PROFESSIONAL COUNSELING

The school does not maintain professional counselors at our school; however, students who may inquire about professional counseling services will be provided a list of public organizations, religious organizations and governmental agencies where the student may receive additional assistance (also posted on FYI Board). Regular school staff is not licensed or trained as professional therapeutic counselors and cannot provide professional on-going or long-term counseling for those students needing that type of help, however, the staff is always willing to listen to a student at any time and provide available information. Any student requesting medical assistance for situations other than the immediate need for first aid or a life - threatening situation will be given a list of public clinics and hospitals in the immediate proximity of the School campus. This list is not to be construed as a recommendation by the School, but rather as a free service provided as a courtesy by the School to its students. In addition to individual counseling, the school provides information on professional organizations that can provide professional assistance. This information is located on the Student Information Board student café, and restrooms.

HELPFUL RESOURCES

O*Net Online [.onetonline.org](http://onetonline.org) Every occupation requires a different mix of knowledge, skills and abilities, and is performed using a variety of activities and tasks. These distinguishing characteristics of an occupation are described by the O*NET

Online the database defines the key features of an occupation, describing the day-to-day aspects of the job and the qualification and interests of the typical worker, wage and employment trends.

College Navigator

A free consumer information tool designed to help students, parents, high school counselors, and others get information about 7000 colleges from the US Department of Educations' database U.S Department of Education www.ed.gov. ED was created in 1980 by combining office from several federal agencies ED's mission is to promote student achievement and preparation of global competitiveness by fostering educational excellence and ensuring equal access. ED's 4,200 employees and \$63.7 billion budget are dedicated to: Establishing policies on federal financial aid for education and distributing as well as monitoring those funds. Collecting data on America's schools and disseminating research. Focusing national attention on key educational issues. Prohibiting discrimination and ensuring equal access to education.

STUDENT DIVERSITY INFORMATION

ECBCCollege regularly reports Student Diversity information to he Integrated Postsecondary Education Data System (IPEDS). Follow these steps to access this information: Go to the IPEDS College Navigator. <http://nces.ed.gov/collegenavigator/>. In the "Name of School" box type Ea La Mars Cosmetology & Barber College and Click on the link that appears. For gender and race/ethnicity data, click on the Enrollments link to expand the section. For information about Pell Grant recipients, expand the Financial Aid link

Applying for Financial Aid

Student Aid on The Web www.studentaid.ed.gov Your source for free information from the U.S. Department of Education on preparing for and funding beyond high school.

• **FAFSA**- Free Application for Federal Student Aid: www.fafsa.ed.gov Federal Student Aid, an office of the U.S Department of Education, ensures that all eligible individuals can benefit from federally funded financial assistance for education beyond high school. The Free Application for Federal Student Aid(FAFSA) is the form used by virtually all two and four-year colleges, universities and career schools for the awarding of federal student aid and most state and college aid.

• **The National Student Loan Data System (NSLDS)** www.nslds.ed.gov The National Student Loan Data System (NSLDS) is the U.S. Department of Education's (ED's) central database for student aid. NSLDS receives data from school, guaranty agencies, the Direct Loan program, and other Department of Education programs. NSLDS student access provides a centralized, integrated view of Title IV loans and grants so that recipients of Title IV Aid can access and inquire about their Title IV loans and/or grant data.

Applying for State Examination

State Exam Registration; Prov: www.provexam.com Tel. 877-228-3926

STATE EXAMINATION

After completion of the training, graduates take a state examination required by the Missouri State Board of Cosmetology and Barber Examiners to qualify for a Missouri professional license. The College prepares the student for their state exam. The examination fee is \$146.00, payable by credit or debit card to PROV Services (the testing company administering the exam) when registering for the exam on-line. Graduates are responsible to provide any supplies needed to take their exam. The state examination, for the Cosmetology and Barbering consists of a practical skills test and a written test. The state examination for the Instructor Training course consists of a written test, lesson plans and observed demonstrations of teaching. Upon successfully passing the State Board Examination Instructors and Barbers must pay \$30 to receive their initial professional license. Cosmetologists will receive their initial license with no extra fees. STATE LAW329.040 #17 "All contractual fees that a student owes to any cosmetology school shall be paid before such student may be allowed to apply for any examination

National Interstate Council (NIC) Promote the protection of the health, safety, and welfare of the professional workforce by actively pursuing excellence in cosmetology and related fields. Objective provide a forum for the exchange of state regulatory ideas to promote the highest standards for consumer safety. Offer a standardized, valid, and legally defensible National Examination Program based on the highest standards and requirements for entrance into the profession of cosmetology and related fields. Promote national endorsement and standardization of regulations affecting the practice of cosmetology and related fields within all jurisdictions. Encourage competency in the practice of cosmetology and related fields. Cultivate professional relationships with industry partners to achieve common goals.

Licensing Requirements

- Successfully complete the program enrolled in.
- Satisfy all financial obligations.
- Complete the exam/temporary permit application, forward to Mo. State Board.
- Register for examination at www.pr.mo.gov/cosbar.

ECBCollege SCHOLARSHIP POLICY

The school offers limited tuition scholarships to qualified applicants. To determine an applicant's eligibility for full or partial scholarship, he/she must complete a scholarship application and provide any other information requested. Scholarships are approved and awarded based on the individual's need to over tuition charges, ability to excel, personal desire and interview results. All students that enroll during that time period are eligible for the Scholarship. If the Student withdraws/terminated from the school prior to completion of the course of study, the Student will not receive the scholarship credit and will be obligated to pay the full amount of unpaid tuition under the contract*.

ADDITIONAL SCHOLARSHIPS

Minerva Beauty Cosmetology Scholarship. www.probeauty.org
NIC (Aurie J. Gosnell Scholarship) www.nictesting.org
Sallys Beauty Scholarships: scholarship@probeauty.org
Great Clips Scholarships
Beautychangeslives.org

INTERNAL GRIEVANCE POLICY

The school maintains an "open door" policy allowing students or other interested parties the opportunity to discuss any issue's necessary. Most of these issues can be resolved at the school level. In accordance with the institution's mission statement, the school will make every attempt to resolve any student complaint that is not frivolous or without merit. Complaint procedures will be included in new student orientation thereby assuring that all students know the steps to follow should they desire to register a complaint at any time.

Evidence of final resolution of all complaints will be retained in school files in order to determine the frequency, nature, and patterns of complaints for the institution. The following procedure outlines the specific steps of the complaint process.

1. The student should register the complaint in writing on the designated form provided by the institution within 60 days of the date that the act, which is the subject of the grievance, occurred.
2. The complaint form will be given to the school owner.
3. Management will review the complaint and a response will be sent in writing to the student within 30 days of receiving the complaint. The initial response may not provide for final resolution of the problem but will notify the student of continued investigation and/or actions being taken regarding the complaint.
4. If the complaint is of such nature that the management cannot resolve it, it will be referred to an appropriate agency if applicable.
5. Depending on the extent and nature of the complaint, interviews with appropriate staff and other students may be necessary to reach a final resolution of the complaint.
6. In cases of extreme conflict, it may be necessary to conduct an informal hearing regarding the complaint. If necessary, management will appoint a hearing committee consisting of one member selected by the school who has had no involvement in the dispute and who may also be a corporate officer, another member who may not be related to the student filing the complaint or another student in the school, and another member who may not be employed by the school or related to the school owners. The hearing will occur within 90 days of committee appointment. The hearing will be informal with the student presenting his/her case followed by the school's response. The hearing committee will be allowed to ask questions of all involved parties. Within 15 days of the hearing, the committee will prepare a report summarizing each witness' testimony and a recommended resolution for the dispute. School management shall consider the report and either accept, reject, or modify the recommendations of the committee. Corporate management shall consider the report and either accept, reject, or modify the recommendations of the committee.
7. Students must exhaust the institution's internal complaint process before submitting the complaint to the school's accrediting agency, if applicable.

JOB PLACEMENT ASSISTANCE

ECBCollege does NOT guarantee employment or salary range for any student. We will provide job placement assistance to any enrolled student or graduate of our Barber or Cosmetology program. Throughout the program preparation will include interviewing classes, personalized one-on-one job preparation sessions, handouts of potential employer expectations, resume preparation/review, portfolio preparation, identifying employment opportunities and salon. During core 3 of all program's students will focus on Business Skills: How to prepare for and seek employment, preparing for licensure, Preparing for employment, Job interview, moving from school to work, managing your money out in the real world.

- Employment opportunities are posted on the FYI Board for all students and postgraduates.
- ECBCollege participates in events allowing students to network with licensed professionals twice a year.

ECBCollege DISCLAIMER Policy Changes, Cancellation, Course Revisions

- ECBCollege reserves the right to change contents of this catalog at any time if it improves the daily operation of the school
- ECBCollege reserves the right to change any program or schedule due to state regulation changes, or demands of the industry.
- ECBCollege reserves the right to change or cancel start dates or programs
- All rates and fees are subject to change without notice

GENERAL STUDENT POLICES

DAILY SANITATION

Training is highly focused on sanitation, cleaning and care of equipment. The Missouri State Board of Barbering & Cosmetology requires that all schools and students practice and follow sanitation rules and regulations. All students must clean the station that they used during the day. This includes cleaning the mirror, shelves on top of the station, chair, chair base, and the floor around the station. Students will be required to empty waste receptacles, sweep floors, and wipe stains off floors and surrounding areas.

Students will be required to do laundering of towels. Students will be asked to perform additional sanitation by instructors or administration. An instructor will check all sanitation duties at the end of every day and students must have these completed prior to clocking out. Every student has a duty. A duty roster will be made monthly for all classroom/clinic duties. This will be done on a rotating basis for fairness to all student

Make Up Exams

Make-up days for missed examinations will be scheduled at the discretion of the Instructor. Make-up exams are a privilege – not a right! Students should be in attendance on examination days.

PERSONAL BELONGINGS AND KITS

You are required to work as neatly as possible. After each work assignment, you are expected to clean and setup neatly. Your personal belongings should to be stored in your locker or your vehicle. Kits are to be neatly placed underneath your workstation. When not in use, kits should be closed and put away. The school is not responsible for missing items or belongings. Please do not leave personal belongings unattended.

THEFT/LOST BROKEN ITEMS

The school is not responsible for lost, broken, or stolen items. Each student is responsible for his/her own items. Any items stolen, broken, or lost will be the responsibility of the student to replace the item.

Any student (s) or staff member involved in stealing, destroying property on the school premises in or outside from the school will be dismissed and/or terminated immediately.

EQUIPMENT & SUPPLIES

The school must approve any equipment and supplies not issued by the school BEFORE the student will be allowed to use them. The School is not responsible for any lost or stolen equipment or supplies. Lockers are provided for this reason. The school will hold all books, equipment, supplies, or belonging left in a locker for 30 days from the last day of attendance. After that date they will be disposed of.

PERSONAL BELONGINGS

All personal belongings are the students' responsibility. The school is not responsible for personal belongings: Purses, back packs, laptops, cell phones or any other electronic devices, duffel bags, and any personal items. The use of personal items is not allowed on the clinic floor. The school will hold all personal belongings left at school for 30 days from the last day of attendance. After that date items will be disposed of.

STUDENT SERVICES

Tuesday is the designated day for students to receive services, or work on other students. All other school days students are to get permission from their instructor. Order of priorities would be theory, practical, and clinical assignments for the day. Once completed, an instructor may give you permission. If a client comes in while you are having your own service done and there is no one else available, you must service the client. Any student refusing to service a client will be immediately sent home and receive no hours from the time of dismissal. Students who are physically unable to service a client cannot be in attendance or receive hours.

WEAPONS IN SCHOOL

Weapons of any type are strictly forbidden in school. Students caught with a weapon in school will be sent home immediately, the weapons will be turned over to the local police department, and a decision will be made as to whether the student will be allowed to return to school.

PERSONAL VISITORS

Prospective students, school counselors and members of the community are invited to visit the school to the main training floor. Appointments are suggested. For security purposes, no one is allowed to walk the school premises unescorted. Students may NOT have personal visitors. The clinic floor is a classroom, and is for students' education.

PROFESSIONALISM/ STUDENT CONDUCT

Students are expected to show respect and practice courtesy and professionalism at all times when dealing with instructor, other students, staff members, guest, and the school. Failure to do so could be considered grounds for dismissal and will be at the discretion of the administration.

VIOLENCE PREVENTION POLICY

ECBCCollege does not tolerate threats by or against students. In addition ECBCCollege prohibits students from carrying, possessing, or using firearms while on school property. This policy applies to all students, including those with a valid permit to carry a firearm. Students who violate this policy will be suspended or terminated.

HARASSMENT POLICY

All employees and students have a right to an environment free from discrimination, which includes freedom from harassment- whether that harassment is based on sex, age, race, creed, national origin, marital status or sexual orientation. ECBCCollege prohibits harassment of its students and employees in any form by supervisors, co-workers, students, guest, or suppliers. Such conduct may result in disciplinary action up to and including dismissal of the student or termination of enrollment for those who harass others. With respect to non-employees and non-students, those offending guests and suppliers will be asked to leave and not return.

No instructor, supervisor, student shall threaten or insinuate either explicitly or implicitly that any employee or students' submission to or rejection of sexual advances will in any way influence any decision regarding that persons employment, evaluation, wages, advancements, assigned duties, or any other condition of employment, student enrollment, and academic status. Other harassing conduct in the workplace/educational facilities, whether physical or verbal, committed by supervisors or others, is prohibited. This includes slurs, jokes, or degrading comments concerning sex, age, race, creed, national origin, marital status, sexual orientation, offensive sexual flirtatious advances or propositions; and abuse of sexual nature, graphic verbal comments about an individual's body, and the display of sexually suggestive objects or pictures.

Employees or students who have complaints of harassment should report such conduct to the owner. All complaints will be investigated. If the investigations confirm the allegations, appropriate corrective action will be taken.

PREPAREDNESS

Students are required to be prepared for classroom and clinic work. Students must have all equipment, books and supplies at all times in the school. Students may be asked to clock out if unprepared. All hair grooming etc. is to be done prior to clocking in. No grooming is to be done on the clinic floor or clinic restrooms. Violation of the above rules and standards may result in disciplinary action up to and including termination from school. The school reserves the right to terminate any student whose personal conduct – towards school staff or fellow students - is deemed unsatisfactory. Re-admittance to the school will be at the owners discretion.

REASONS FOR TERMINATION

Disciplinary sanctions (termination or probation) will be imposed (based upon the review by school officials) for the items listed in Reasons for Termination

- Refusing to obey school regulations and rules
- Intoxication
- Drug use
- Gambling
- Stealing
- Profanity
- Maliciously destroying school property
- Fighting
- Insubordination to instructors and or
Administration

PARKING

Students must park in designated area only. Parking will be shown in student orientation. Students who park in unauthorized space will be asked to move their vehicle. Double parking is not allowed. Students who do not follow the parking directions may be dismissed or terminated. First 6 parking spots are reserved for our guest department. Ea La Mar[s is not responsible for damage/ or property of any kind in the parking lot.

MEDICAL CONDITIONS

Any student enrolling or attending school with pre-existing medical conditions or the need for prescribed medication must disclose this to the owner prior to enrollment. All information will be kept strictly confidential.

PHONE CALLS

The school phone is for use of business of the school only. No personal calls on the school business phones without permission from the staff member. Cell phones and all other electronic devices must be on silent during school hours and can only be used in the café area or outside the building during your break or lunch. Cell phones may be used on the clinic floor for the purpose of taking pictures of styles for social media. Students may not leave the clinic floor to make or receive calls or text messages. In case of an emergency call, the student will be contacted immediately to take the call. If students are caught using or charging these devices the Instructor/Administration will confiscate till the end of the day.

CONSTITUTION DAY/VOTER REGISTRATION

Constitution Day was established by Congress in an effort to increase knowledge about the United States Constitution. The amendment, proposed by Senator Robert C. Byrd, was passed in December 2004, and requires all educational institutions to commemorate Constitution Day by offering education and programs each year on September 17 (or in the preceding or following week if the date falls on a Saturday, Sunday, or holiday). Constitution Day commemorates September 17, 1787, the signing of the United States Constitution. The Constitution established America's national government and fundamental laws and guaranteed certain basic rights for its citizens. Constitution Day also serves as a reminder to participate in the political process by exercising our right to vote. The school celebrates Constitution Day with an event and promotes awareness of the U.S. Constitution and voter registration information to all present. This year's Constitution Day will be celebrated Wednesday, September 17, 2025.

To view an interactive version of the U.S. Constitution, go to the National Constitution Center at <https://constitutioncenter.org/>.

For more information about voting, go to voter resources at <https://www.eac.gov/>.

VOTER REGISTRATION IN MISSOURI

Students may visit this web site to register to vote if they live in Missouri and meet the age requirement. <http://www.sos.mo.gov/elections/goVoteMissouri/register.aspx>

DRUG AND ALCOHOL POLICY

The Drug and Alcohol policy applies to all students and all employees. The unlawful possession, use or distribution of illicit drugs and alcohol are strictly prohibited at the school. Students or employees not complying with this standard will be subject to penalties or immediate termination.

- Drug abuse is always prohibited by students and employees on the school's property or as part of any of its activities. Drug abuse is defined as "The unlawful manufacture, distribution, possession or use of illicit controlled substances, including alcohol."

The school prohibits possession, use and sale of alcoholic beverages, enforces the state underage drinking laws and state and federal drug laws. Any action taken by the school against a violation of the drug free workplace/school policy will occur immediately upon administration obtaining such informational.

Health Effects of Alcohol & Other Drugs:

The abuse of alcohol and the use of other drugs are detrimental to the health of the user. Further, the use of drugs and alcohol is not conducive to an academic atmosphere. Drugs impede the learning process and can cause disruption for other students and disturb their academic interests. The use of alcohol or drugs in the workplace may also impede the employee ability to perform in a safe and effective manner and may result in injuries to others. Early diagnosis and treatment of drug and alcohol abuse is in the best interests of the employees, students, and the school itself.

Penalties/policy to be imposed on students and employees for Drug/Alcohol abuse violations occurring on campus include:

- Notification of the abuse to the owner of the school and then reported to the local authorities and local police department.
- Immediate termination from employment, or in the case of a student, from the school will be imposed for use, distribution, or possession of illicit drugs and alcohol or under the influence while at the school. 20
- If the student/employee is found to have violated the Schools Drug and Alcohol Policy, the immediate termination from the school or employment will take place. Termination of enrollment or employment will be considered based on the circumstances surrounding the violation and is at the sole discretion of the school. ECBCCollege encourages students and employees who have substance abuse problems or concerns, to seek confidential counseling or treatment services.

Benilde Hall Program Substance Abuse Services 3220 East 23rd Street Kansas City MO 64127 Phone: (816) 842-6563

ADAPT Substance Abuse Services 616 East 63rd Street Suite 200 Kansas City MO 64110 Phone: (816) 523-4000

MEDICAL EMERGENCIES

First Aid Kit is located in the top drawer labeled first aid in the dispensary.

Notify an instructor or Staff member immediately if any medical emergency arises. Instructors or Staff member will:

- 1) Determine if medical assistance is needed;
- 2) call 911;
- 3) Know address of the building;
- 4) locate person in the building;
- 5) make sure someone is with the injured person;
- 6) have someone meet the Emergency personnel;
- 7) keep the area clear of bystanders;
- 8) Document the medical emergency on Incident Report.

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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/barber related training. A copy is posted on the FYI Board. During the course work the student learns about the importance of safety in the work place and how to use and follow the Material Safety Data Sheets (MSDS) or chemicals used and safe practice's that apply. A complete file containing Material Safety Data Sheets or 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

STUDENT RIGHT TO PRIVACY POLICY

Students and parent/guardians of dependent minors are guaranteed the right to access and review the student's educational file. Students must submit a written request to review their file to the school director. The student will be granted supervised access to their records within five business days of the request. Any third-party request for information will require written authorization from the student or parent/guardian of a dependent minor. Ea La Mar's College requires a release form be completed for each third-party request of information. Ea La Mar's College provides access to student records without written consent to its accrediting agency, the United States Department of Education, the State Licensing Agency, and any other school official. The institution maintains a record of all release forms and requests for information.

STUDENT RECORDS/RELEASE OF INFORMATION POLICY

FERPA The Family Educational rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies. Parents or eligible students have the right to request that a school correct the records, which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information. Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions:

- 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

• State and local authorities, within a juvenile justice system, pursuant to specific state law Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Students (or parents/guardians of minors) may submit a written request at any time during active enrollment at the school for the school not to disclose directory information. Schools must notify parents and eligible students annually of their rights under FERPA.

School employees will have access to student records on a need-to-know basis. No employee may access a student's record without authorization from the Owner of the school, office manager/admissions. Review of the file will be done in the presence of one of the personnel mentioned.

INDIVIDUAL PRIVACY

Students may not make video, audio or photographic recordings of other students, faculty or staff without the permission of those intended to be recorded. The use of cellphones to allow outside parties to monitor conversations and activities of the school and its occupants is forbidden. All matters of student financial aid are confidential and should only be discussed with the Financial Aid Advisor.

Escape Routes

The building has floor plans posted (clinic floor, manikin room, both restrooms) showing direct escape routes. Emergency Exits, Evacuation, Severe Weather Shelter & Fire Drills

In the event of severe weather warnings, no one is allowed to leave the building. Everyone must remain in the building until the warning is lifted.

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LOST AND FOUND

Students should report lost items and turn in any found items to their instructor. The school is not responsible for lost, damaged or stolen items. Any unclaimed items turned into the school will be kept for 10 days. After that the items will be considered abandoned. Students are advised to take all belongings with them at the end of each day or put them into a locker or their roll about.

Campus Safety and Security

The Campus Safety and Security Data Analysis Cutting Tool is supplied by the Office of Post secondary Education of the U.S. Department of Education. <http://ope.ed.gov/security/>

This policy applies to all Ea La Mar's School employees, students and other individuals within the school's control, including visitors and applicants for admission or employment; regardless of gender, gender identity or sexual orientation of those involved. This policy applies to conduct regardless of where it occurs, including off-campus property, if the conduct potentially affects the complainant's employment or education with Ea La Mar's School or potentially affects the school. Complaints may be made verbally or in writing. Although not required, Ea La Mar's encourages each complainant to put his or her complaint in writing, providing a detailed description of the alleged events that are the basis for the complaint and a list of witnesses to the events.

Persons found to be in violation of this policy will be subject to disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, or termination from Ea La Mar's. This policy is supplemental to Ea La Mar's School's policies generally prohibiting illegal discrimination and harassment against students and employees, including on the basis of sex, and includes certain additional safeguards and requirements pursuant to Title IX, as fully described below

Filing a Complaint:

Any student, employee or other person who believes that he or she has been subjected to any form of sex discrimination, sexual harassment, or sexual assault in violation of this policy should make a complaint. Ea La Mar's School takes all such complaints seriously. Criminal complaints and policy violations may be submitted simultaneously.

Ea La Mar's School strongly encourages any person who wishes to make a complaint under this policy to bring that complaint to the Responsible Persons at their campus (Campus Security Authorities and/or the Ea La Mar's School Title IX Coordinator). However, a student may also bring such a complaint to a staff administrator, or educator with whom he or she is comfortable. Likewise, an employee may bring such a complaint to their immediate supervisor, another manager, or employee relations. Complaints may be made in writing using Title IX Complaint Form. In each case, the complainant should understand that the complaint will be forwarded to the Title IX Coordinator

To Review JEANNE CLERY DISCLOSURE OF CAMPUS SECURITY & VIOLENCE AGAINST WOMEN ACT (VAWA) You can visit our website, www.ealamarscollege.com , the business office, admissions office, or in the disclosure file in the Hall of Fame.

		Ea La Mar's Cosmetology & Barber College/1510 Prospect, KCMO 64127					
	Location & Year	On-Campus			PublicProperty		
		2020	2021	2022	2020	2021	2022
Clergy or VAWA Criminal Offenses	Murder/Non-negligent Manslaughter	0	0	0	0	0	0
	Negligent Manslaughter	0	0	0	0	0	0
	Rape	0	0	0	0	0	0
	Fondling	0	0	0	0	0	0
	Incest	0	0	0	0	0	0
	Statutory Rape	0	0	0	0	0	0
	Aggravated Assault	0	0	0	0	0	0
	Burglary	0	0	0	0	0	0
	Motor	0	0	0	0	0	0
	Arson	0	0	0	0	0	0
	Domestic Violence	0	0	0	0	0	0
	Dating Violence	0	0	0	0	0	0
	Stalking	0	0	0	0	0	0
Arrests &Referrals	Drug	0	0	0	0	0	0
	Liquor Law	0	0	0	0	0	0
	Illegal	0	0	0	0	0	0
Hate Crimes	Murder/Non-negligent Manslaughter						
	Rape						
	Fondling						
	Incest						
	Robbery						
	Aggravated Assault	There were no reported Hate Crimes for 2020, 2021 and 2022 reporting period. Any Hate Crime based on the following bias would be included: Race, Religion, Sexual					
	Burglary						
	Motor						
	Arson						
	Simple Assault						
	Larceny -						
	Intimidation						
	Destruction/Damage/Vandalism of Property						

Crimes statistics are compiled using definitions in the Summary Reporting System

Crime statistics for fondling, incest and statutory rape using definition the National Incident-Based Reporting System ("NIBRS") User Manual

All Students and Employees

POLICY TITLE Sexual Harassment, Sexual Misconduct and Discrimination on the Basis of Sex – Title IX

EFFECTIVE DATE 05/2016 NEW / REVISED 09/2024

Ea La Mar's School is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in education programs or activities, Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act). Sexual misconduct, as defined later in this policy (see Definitions and Examples), will not be tolerated and will be subject to disciplinary action. Any student or employee of Ea La Mar's School will promptly be disciplined if found in violation of this policy. To ensure that students,

employees and third parties with questions concerning this policy or those who wish to make a complaint of an alleged violation of this policy, a designated Title IX Coordinator has been appointed. In addition, Responsible Persons are employed at this location to assist with implementing and enforcing Title IX. Responsible Persons are school employees who have the duty to report incidents of sexual misconduct to the Title IX Coordinator or an employee who may have this authority. When an investigation is deemed necessary, the Title IX Coordinator and Persons act as investigators.

Title IX Coordinator

Nicole Hall

Ea La Mar's Cosmetology & Barber College

1510 Prospect Ave.

Kansas City MO 64127

FINANCIAL PRACTICES AND MANAGEMENT

FINANCIAL ASSISTANCE

Financial assistance may be available for those who qualify from private banking institutions, credit unions or scholarship.

INSTALLMENT METHODS

The school can work with you to create a payment plan and look realistically at your budget. We believe it is extremely important that you are fully aware of all your financial obligations and the impacts of the obligations before you enroll. The student may pay full tuition and all fees at time of signing the Enrollment Agreement. Tuition payments are due on or before the 2nd Wednesday of every month. Any payments received after due date will be subject to a \$10.00 a day late fee (maximum fee \$50.00 per month) and we may suspend your attendance until fees and balances are paid. Checks returned for non-sufficient funds will be charged a \$30.00 penalty fee and checks will no longer be an accepted form of payment from student, and may suspend your attendance until fees and balances are paid. ECB College reserves the right to suspend or terminate a student's enrollment for non-payment of any tuition cost or fees. Any student that leaves the program and chooses to resume their studies at a later time will be required to pay any increases in tuition and/or fees at the time of their return. Request for transcripts may not be processed until all balances due to ECB College are satisfied per the Student Contract. The registration fee, student kit and textbooks charges, are not part of tuition and must be paid for in full by the course start date for which a student enrolls, unless incorporated into a financial aid award package that the student has accepted in writing. Once purchased, the student kit and textbooks become the personal property of the student and are nonrefundable.

Tuition for transfer students or students that need more clock hours of instruction to meet out-of-state licensing requirements will be pro-rated per clock hour, based on the number of hours the applicant enrolls for in the program.

PAYMENT METHODS

Payment in Full

Tuition charges may be paid in full prior to the class start date. At the school's option, discounts may apply for advance payment in full. Typically, the maximum discount is 5% off of the tuition cost for payment within seven business days of the class start date. This discount is not offered for all class starts. Interested applicants can contact our Admissions office to inquire.

Interest Free Payment Plan

With approval by the school, students may enroll in an interest-free monthly installment payment plan for any account balance that remains after initial fees and/or financial assistance funding have been applied to the student's account. Installments will be due and payable on the second Tuesday each month subsequent to the class start date. The school may prevent an enrolled student from attending classes until a past due monthly installment has been received. Please note there a \$10.00 a day late fee will be assessed to the account. If an account becomes 30 days delinquent the student will not be able to attend class until account is satisfactory.

FAFSA: Federal Student Aid: www.fafsa.gov

Unlike a loan, **Pell grant** does not have to be repaid. Federal Pell Grants usually are awarded only to undergraduate students who have not earned a bachelor's or a professional degree. The amount depends on your financial need, costs to attend school, status as a full-time or part-time student, and plans to attend school for a full academic year or less.

Federal Student Loans

The U.S. Department of Education offers low-interest loans to eligible students to help cover the cost of career schools. There are two basic types of Federal Student Loans – Subsidized and Unsubsidized. The U.S. Department of Education offers eligible students at participating schools Direct Subsidized Loans and Direct Unsubsidized Loans. **Verification is the confirmation through documentation that the information provided on a student's Free Application for Federal Student Aid (FAFSA) is correct. The federal government requires all Title IV approved institutions to verify or confirm the data reported by students and their parent(s) on the FAFSA. The verification process ensures that eligible students receive all the financial aid to which they are entitled and prevents ineligible students from receiving financial aid to which they are not entitled. You will be informed of having been selected for verification in the SAR acknowledgement letter, which will be included with your SAR documents. If you are selected for verification, our FA office will notify you in writing via email to the email account you provided to the school upon enrollment, via phone or in person (if you are an active student). If you are notified by the OFA that you have been selected for verification you have 30 days from the date you received notification or up until the first day of class (for new students) whichever comes first, to submit the required documentation. Documentation required to complete verification may include a copy of the most recent tax return transcripts for the student and parents (if applicable), a verification worksheet and any additional documents and forms required depending upon the information the student and/or parent provided on the FAFSA. Students should submit the requested information in a timely manner and by the stated deadline to prevent any delays in the processing of their awards. Failure to submit the requested documents will result in cancellation of all federal financial aid awards. Students are advised to retain copies of any document submitted to the Financial Aid Office. If corrections or updates are required as a result of the verification process, the school will submit the corrections to the U.S. Department of Education and the student will receive a corrected SAR. All documents provided by a student for verification will be retained in the student's file for auditing purposes. The student's (SAI) may change based on the corrections made. If the award changes due to verification, the students will be notified in writing by the Office of Financial Aid. A student's financial aid is the sole responsibility of the student. Each student is responsible for accurately completing all applications and processing paperwork in a timely manner. If student aid is not received while the student is in school, the student is responsible for all tuition and fees due to the school.**

Vocational Rehabilitation Program

Assists individuals with disabilities to obtain and maintain employment. The VRP helps individuals with physical, psychiatric and/or learning disabilities by providing funding for college and vocational training.
816-889-2581

NOTE: The application process for funding through these agencies generally takes multiple weeks to complete. To receive funding, students must complete the agency requirements prior to starting classes.

SCHOOL REFUND POLICY

For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. The following policy will apply to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure. Any monies due the applicant or students shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that: Unofficial withdrawals are determined by monitoring clock hour attendance every 30 days

1. An applicant is not accepted by the school. The applicant shall be entitled to a refund of all monies paid, excluding \$60.00 application fee and \$100.00 registration fee.
2. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her enrollment in writing within three business days of signing the enrollment agreement. In this case all monies collected (excluding application fee) by the school shall be refunded, regardless of whether or not the student has actually started classes.
3. A student cancels his/her enrollment after three business days of signing the contract but prior to starting classes. In these cases, he/she shall be entitled to a refund of all monies paid to the school less the application fee in the amount of \$60.00 and registration fee \$100.00
4. A student notifies the institution of his/her withdrawal in writing.
5. A student is expelled by the school. (Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 30 days.)
6. In types 2, 3, or 4 official cancellations or withdrawals, the cancellation date will be determined by the postmark on the written notification, or the date said notification is delivered to the school administrator or owner in person.
7. For students who enroll and begin classes but withdraw prior to course completion (after three business days of signing the contract), the following schedule of tuition earned by the school applies. All refunds are based on scheduled hours:

PERCENT OF SCHEDULED TIME ENROLLED TO TOTAL COURSE/PROGRAM	<u>TOTAL TUITION SCHOOL SHALL RECEIVE/RETAIN</u>
0.01% to 04.9%	20%
5% to 09.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and over	100%

All refunds will be calculated based on the students last date of attendance. Any monies due a student who withdraws shall be refunded within 45 days of a determination that a student has withdrawn, whether officially or unofficially. In the case of disabling illness or injury, death in the student's immediate family or other documented mitigating circumstances, a reasonable and fair refund settlement will be made. If permanently closed or no longer offering instruction after a student has enrolled, and instruction has begun, the school must make arrangements for the students, the school will provide a pro rata refund of tuition to the student OR provide course completion through a pre-arranged teach out agreement with another institution. If the course is

canceled subsequent to a student's enrollment, and before instruction in the course has begun, the school will either provide a full refund of all monies paid or completion of the course at a later time. If the course is cancelled after students have enrolled and instruction has begun, we shall provide a pro rata refund for all students transferring to another school based on the hours accepted by the receiving school OR provide completion of the course OR participate in a Teach-Out Agreement OR provide a full refund of all monies paid. Students who withdraw or terminate prior to course completion are charged a cancellation or administrative fee of \$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 (EG: extra kit materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in this enrollment agreement. If an account must be turned over to a collections firm, the student will be charged all collection fees incurred. The school is committed to using ethical business practices in connection with any collection efforts. Collection correspondence shall reference the school's cancellation and refund policies set forth in the Enrollment Agreement. In the event that the Enrollment Agreement is sold or discounted to a third party, such third party shall be required to comply with the cancellation and refund policy set forth herein. In certain situations where mitigating circumstances are in evidence, the school may, in its sole discretion, provide a fund that exceeds this refund policy.

STUDENT INFORMATION SATISFACTORY ACADEMIC PROGRESS POLICY (SAP)

THE SCHOOLS SATISFACTORY ACADEMIC PROGRESS POLICY CONSISTENTLY APPLIES

TO ALL STUDENTS ENROLLED IN A NACCAS APPROVED PROGRAM WHETHER OR NOT THE STUDENT IS RECEIVING FINANCIAL ASSISTANCE. THE POLICY IS CONSISTENTLY APPLIED TO ALL STUDENTS, REGARDLESS IF THEY ARE PART TIME, FULL TIME, OR THE PROGRAM ENROLLED IN. IT IS PRINTED THE CATALOG TO ENSURE THAT ALL STUDENTS RECEIVE A COPY PRIOR TO ENROLLMENT. THE POLICY COMPLIES WITH THE GUIDELINES ESTABLISHED BY THE NATIONAL ACCREDITING COMMISSION OF CAREER ARTS AND SCIENCES (NACCAS) AND THE FEDERAL REGULATIONS ESTABLISHED BY THE UNITED STATES DEPARTMENT OF EDUCATION. EVALUATION PERIODS /ALL EVALUATIONS ARE BASED ON ACTUAL HOURS EA LA MAR'S COSMETOLOGY & BARBER COLLEGE MEASURES CLOCK HOURS IN A 900 HOUR (26 WEEKS) ACADEMIC YEAR. STUDENTS ARE EVALUATED FOR SATISFACTORY ACADEMIC

Basic Cosmetology	Full Time	450 Actual Hours	13 Weeks	900 Actual Hours	26 Weeks	1200 Actual Hours	35 Weeks
Basic Cosmetology	Part Time	450 Actual Hours	14 Weeks	900 Actual Hours	28 Weeks	1200 Actual Hours	42 Weeks
Barber Hairstyling	Full Time	450 Actual Hours	13 Weeks	900 Actual Hours	26 Weeks	1200 Actual Hours	35 Weeks
Barber Hairstyling	Part Time	450 Actual Hours	14 Weeks	900 Actual Hours	28 Weeks	1200 Actual Hours	42 Weeks
Hairstyling	Full Time	450 Actual Hours	13 Weeks	900 Actual Hours	26 Weeks	1200 Actual Hours	35 Weeks
Hairstyling	Part Time	450 Actual Hours	14 Weeks	900 Actual Hours	28 Weeks	1200 Actual Hours	42 Weeks
Crossover Barber	Full Time	22.5 Actual Hours	1 Week				
Crossover Barber	Part Time	22.5 Actual Hours	1.5 Weeks				

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

In order for all students to "maintain satisfactory academic progress" and for financial aid students to remain eligible for financial aid, they must:

- A. Maintain a cumulative attendance average of 75% of the clock hours for which they contracted.
- B. Maintain a cumulative, combined written and practical grade average of 75%

Evaluations will determine if the student has met the minimum requirements for satisfactory academic progress. The frequency of evaluations ensures that students have had at least one evaluation by midpoint in the course. Students receive written notification of their status after reaching each evaluation check point. A copy of the SAP report is given to the student and a copy will remain in the students file. All evaluations must be completed within 7 school business days following the established evaluation period.

ATTENDANCE PROGRESS EVALUATIONS

Students are required to attend a minimum of 75% of the hours possible based on the applicable attendance schedule to be considered maintaining satisfactory attendance progress. Evaluations are conducted at the end of each evaluation period to determine if the student has met the minimum requirements. The attendance percentage is determined by dividing the total hours accrued by the total number of hours scheduled. At the end of each evaluation period, the school will determine if the student has maintained at least 75% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum time frame allowed. Maximum Time Frame: Students must complete their course in 133% times the length of the course in order to remain eligible for financial aid. The maximum time to complete each course for Satisfactory Academic Progress is stated below:

COURSE MAXIMUM TIME ALLOWED

COURSE MAXIMUM TIME ALLOWED	WEEKS	SCHEDULED HOURS
Basic Cosmetology (Full time, 38.5 hrs/wk) 1500 Hours	51.81 weeks	1995
Cosmetology (Part time, 28.5 hrs/wk) 1500 Hours	70.00 weeks	1995
Barber Hairstyling (Full time, 38.5 hrs/wk) 1500 Hours	51.81 weeks	1995
Barber Hairstyling (Part time, 28.5 hrs/wk) 1500 Hours	70.00 weeks	1995
Hairstyling (Full time, 38.5 hrs/wk) 1500 Hours	51.81 weeks	1995
Hairstyling (Part time, 28.5 hrs/wk) 1500 Hours	70.00 weeks	1995
Crossover Barber (Full time, 38.5 hrs/wk) 45 hours	1.55 weeks	59.85
Crossover Barber (Part time, 28.5 hrs/wk) 45 Hours	2.1 weeks	59.85

The school operates all programs according to a schedule of 900 hours per academic year of instruction. The maximum time allowed for transfer students who need less than the full course requirements or part-time students will be determined based on 133% of the scheduled contracted hours. A student who does not complete within the Maximum Time Frame is not making satisfactory academic progress and is not eligible for Title IV Financial Aid assistance. The student will be terminated from the program and will be permitted to re-enroll into the program on a cash-pay basis. The student will be notified in writing.

ACADEMIC PROGRESS EVALUATIONS

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

93 – 100 EXCELLENT

85 - 92 VERY GOOD

75 – 84 SATISFACTORY

74 and BELOW UNSATISFACTORY

DETERMINATION OF PROGRESS STATUS

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

WARNING

Students who fail to meet minimum requirements for attendance or academic progress are placed on WARNING and considered to be making satisfactory academic progress while during the warning period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the warning period, the student has still not met both the attendance and academic requirements, he/she may be placed on probation and, if applicable, students may be deemed ineligible to receive Title IV funds. The student will be notified in writing and must make arrangements to pay the college by other means in order to remain enrolled. Students who fail to meet minimum requirements for attendance or academic progress after the warning period will be placed on PROBATION and considered to be making satisfactory academic progress while during the probationary period, if the student appeals the decision, and prevails upon appeal. Additionally, only students who have the ability to meet the Satisfactory Academic Progress Policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making Satisfactory Academic Progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or by the academic plan, he/she will be determined as NOT making satisfactory academic progress and, if applicable, students will not be deemed eligible to receive Title IV funds.

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS

Students may re-establish satisfactory academic progress, by meeting minimum attendance and academic requirements by the end of the warning or probationary period.

INTERRUPTIONS, COURSE INCOMPLETES, WITHDRAWALS

Students who withdraw prior to completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal. Course incompletes, repetitions, and non-credit remedial courses have no effect upon the satisfactory academic progress standards.

APPEAL PROCEDURE

If a student is determined to not be making satisfactory academic progress, the student may appeal the determination within ten calendar days. Reasons for which students may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the school on the designated form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. To prevail upon appeal, the student must: a) provide a written appeal of the negative progress determination within 5 school days and b) provide a plan that details how she/he will be able to meet satisfactory academic progress by the end of the next evaluation period. Students may only make an appeal for these reasons: a) death of a close relative, b) serious injury or illness of the student, or c) other allowable special circumstances. The written appeal must include the reason the student failed to make satisfactory academic progress, any documentation supporting this reason and what has changed that will allow the student to achieve satisfactory academic progress by the next evaluation. Appeal documents will be reviewed, and a decision will be made and reported to the student within 10 calendar days and will be communicated to the student in writing. This decision will be final. The appeal and decision documents will be retained in the student file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable. If the student fails to prevail upon appeal s/he will be notified in writing and must make arrangements to pay the school by other means in order to remain enrolled. Appeal documents and decisions are kept in the student financial aid file.

NONCREDIT, REMEDIAL COURSES, REPETITIONS

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

TRANSFER HOURS

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

STUDENT CONDUCT / WITHDRAWAL / TERMINATION POLICY

Any conduct which disrupts the teaching or administrative activities of the school will not be allowed. Students may be suspended from school if they violate the policies and procedures. The time missed will be counted as absent time. A copy of the Policies and Procedures is given to each student and is explained thoroughly. If a student's conduct or grades do not meet the rules, regulations, or requirements of the College, a meeting will be held with the student. The student is given an opportunity and reasonable time to correct the problem. If the student does not correct his/her individual shortcoming, she/he may be terminated. If an account must be turned over to a collections firm, the student will be charged the collection fees. Generally, termination of enrollment is appropriate when the student has engaged in repeated acts of prior misconduct and the misconduct is severe in nature. However, certain types of misconduct are so severe that Ea La Mar's College may choose suspension or terminate the student's enrollment upon a first offense. The following list provides examples of conduct that, when committed by a student, are likely to result in disciplinary action Statements or conduct towards a fellow student, staff member, or guest that demeans, harasses, or discriminates against that person on the basis of race, color, national origin, ethnicity, religion, disability, gender, sex, sexual orientation, or any protected characteristic;

- Sexualized, abusive, bullying, profane, or other offensive statements or conduct towards a fellow student, staff member, or guest;
- Refusal to follow reasonable directions from a staff member or other insubordination;
- Chronic or excessive tardiness or absences that are disruptive to the learning environment, guests' services, or otherwise;
- Theft or destruction of property belonging to Ea La Mar's College, students, guests, or coworkers;
- Acts or threats of violence towards a fellow student, staff member, or guest or on Ea La Mar's College property;
- Violation of the drug and alcohol-free school policy;
- Possession of alcohol, illegal drugs, firearms, explosives, weapons or other unlawful or dangerous materials or items on Ea La Mar's College property.
- Appearing in the campus intoxicated or under the influence of a controlled substance;
- Cheating on an exam; Copying or photographing testing materials;
- Disrupting the learning environment;

Refusing a client;

- Bringing unauthorized personal belongings into the classroom or onto the Performance Floor;
- Violation of the clocking in and out policy, including but not limited to clocking in or out
- 14 consecutive calendar days of absence
- Excessive unexcused tardiness
- Non-payment of tuition
- Breaking rules and regulations
- Unsatisfactory progress due to lack of effort after advising and counseling

Lack of professionalism such as using profanity, involved in immoral conduct on or near school premises, or involved in fights on school premises.

- Use of any chemical dependencies on or near the vicinity of the school premises
- Clocking someone else's time LOGIN or LOGOUT at any time
- Stealing time (clocking in, but not actually being on the school premises and coming back later to clock out)
- No notification prior to 8:45am from the student that they will not be attending for the day
- Stealing or willful destruction of school property
- Disobedience or disrespect towards, clients, another student, an administrator, faculty or staff member.

WITHDRAWAL / TERMINATION PROCEDURES

If a student withdraws from the College they must: Notify the College Administrative Staff of intent to withdraw. Make an appointment with the Financial Aid Office for an Exit Interview to complete paperwork needed to withdraw. Return all equipment, tools and textbooks to the College until final determinations are made. Complete Time Sheets, Student Survey and turn in Project Sheets. Arrange a monthly payment plan if s/he owes money to the College. Complete Exit counseling @ www.fafsa.gov if you received subsidized /or unsubsidized loans.

The College will: 1. Calculate the Return to Title IV of Financial Aid Funds, if applicable. Complete a Termination Computation. Return the student license to MO State Board along with a completed Termination form. (If the student owes the College money, the State Board is notified of non-payment of contractual fees.) STATE LAW329.040 #17 "All contractual fees that a student owes to any cosmetology school shall be paid before such student may be allowed to apply for any examination. "Return all equipment, tools and textbooks to the student if no monies are owed to the College. Provide the student with copies of all calculations and termination paperwork.

FEDERAL RETURN OF TITLE IV FUNDS POLICY

ECBCCollege participates in the Title IV federal financial aid programs (Title IV). The Return of Title IV (R2T4) policy and formula are used by the school to determine the amount of Title IV funds that must be returned if the student withdraws from the school. The R2T4 formula is applicable when the student withdraws at any point during a payment period. The requirements for returning Title IV funds under the R2T4 formula is different from a school's institutional refund policy. The R2T4 formula determines the amount of unearned Title IV funds that must be returned when a student withdraws. In contrast, the refund policy determines how much tuition a student owes after a student withdraws. So, it is possible that the R2T4 policy might result in a return of Title IV funds that previously paid for tuition and other charges at the school. In turn, the institutional refund policy might result in a student owing funds to the school to cover unpaid institutional charges even though the student withdrew from the school without completing the program. The R2T4 policy is discussed below. The institutional refund policy is discussed in the Enrollment Agreement. R2T4 Calculation: The R2T4 formula applies if the student received or could have received federal Title IV financial assistance during the payment period in which the student withdrew based on applicable eligibility criteria (e.g., Pell Grants, Direct Subsidized Loans, Direct Unsubsidized Loans, or Direct PLUS Loans). The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the student's withdrawal date. For clock-hour programs, a student earns the percentage of scheduled clock hours up to the date of withdrawal divided by the number of scheduled clock hours in the payment period. For example, if a student completes 30 percent of the scheduled clock hours, the student will earn 30 percent of the assistance the student originally received or was eligible to receive. Once a student completes 60 percent or more of the scheduled clock hours in the payment period, the student is considered to have earned 100% of the assistance for the payment period. The amount to be returned as unearned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date. If a student does not start or begin attendance at the school or start or begin attendance in a payment period at ECBCCollege, the R2T4 formula does not apply but the school must return any Title IV funds disbursed on the student's account ledger for the applicable payment period.

Title IV Funds Returned by ECBCCollege: If a student receives (or the school or parent receive on the student's behalf) excess Title IV funds that must be returned, the school must return all or a portion of the excess funds equal to the lesser of: The institutional charges multiplied by the unearned percentage of the student's Title IV funds; or the entire amount of excess Title IV funds. The school must return its share in the following order: Unsubsidized Direct Loan ,Subsidized Direct Loan, Direct PLUS Loan (Parent) Federal Pell Grant, Federal SEOG

EA LA MAR'S COLLEGE 4 LEVELS OF DISCIPLINARY POLICY

ECBCCollege employs 4 levels of disciplinary action, set forth below. These levels of discipline are not exclusive; rather, the school may implement other types of discipline appropriate to the situation. Thus, while multiple disciplinary actions issued to an individual student may progress up the levels described below, such step-by-step progression is neither promised nor required. ECBCCollege common disciplinary actions for students are as follows:

1. **Verbal Warning.** Generally, a verbal warning is appropriate when Ea La Mar's has no knowledge of prior misconduct by the student and Ea La Mar's determines that the misconduct is moderate in nature. A memorandum of the verbal warning will be placed in the student's record.
2. **Written Warning.** Generally, a written warning is appropriate when it is determined that the student has engaged in a prior act of misconduct or the misconduct is serious in nature
3. **Three-Day Suspension.** Generally, a three-day suspension is appropriate when the student has engaged in repeated acts of prior misconduct or the misconduct is severe.
4. **Termination.** Generally, termination of enrollment is appropriate when the student has engaged in repeated acts of prior misconduct and the misconduct is severe in nature .

However, certain types of misconduct are so severe that Ea La Mar's College may choose suspension or terminate the student's enrollment upon a first offense.

The following list provides examples of conduct that, when committed by a student, are likely to result in disciplinary action

- Statements or conduct towards a fellow student, staff member, or guest that demeans, harasses, or discriminates against that person on the basis of race, color, national origin, ethnicity, religion, disability, gender, sex, sexual orientation, or any protected characteristic;
- Sexualized, abusive, bullying, profane, or other offensive statements or conduct towards a fellow student, staff member, or guest;
- Refusal to follow reasonable directions from a staff member or other insubordination;
- Chronic or excessive tardiness or absences that are disruptive to the learning environment, guests services, or otherwise;
- Theft or destruction of property belonging to Ea La Mar's College, students, guests, or co-workers;
- Acts or threats of violence towards a fellow student, staff member, or guest or on Ea La Mar's College property;
- Violation of the drug and alcohol-free school policy;
- Possession of alcohol, illegal drugs, firearms, explosives, weapons or other unlawful or dangerous materials or items on Ea La Mar's College property.
- Appearing in the campus intoxicated or under the influence of a controlled substance;
- Cheating on an exam;
- Copying or photographing testing materials;
- Disrupting the learning environment;
- Refusing a client;
- Bringing unauthorized personal belongings into the classroom or onto the Performance Floor;
- Violation of the clocking in and out policy, including but not limited to clocking in or out
- 14 consecutive calendar days of absence
- Excessive unexcused tardiness
- Non-payment of tuition
- Breaking rules and regulations
- Unsatisfactory progress due to lack of effort after advising and counseling
- Lack of professionalism such as using profanity, involved in immoral conduct on or near school premises, or involved in fights on school premises.
- Use of any chemical dependencies on or near the vicinity of the school premises

- Clocking someone else's time LOGIN or LOGOUT at any time
- Stealing time (clocking in, but not actually being on the school premises and coming back later to clock out)
- No notification prior to 8:45am from the student that they will not be attending for the day
- Stealing or willful destruction of school property
- Disobedience or disrespect towards, clients, another student, an administrator, faculty or staff member.

Unethical conduct regarding cheating, plagiarism, copyright infringement, falsification or misrepresentation of material information in any records

This list does not limit the circumstances under which Ea La Mar's College may impose disciplinary action against students. Any conduct that falls below our standards of conduct or breaches Ea La Mar's College policy is subject to disciplinary action

ATTENDANCE AND ABSENCES POLICY

At ECBCollege we believe that experiences in the classroom and clinic floor cannot be adequately duplicated if a student is absent excessively. In addition, our programs are designed to teach good work habits, such as attendance. We cannot teach absent students. The Missouri State Board of Barbering and Cosmetology requires that students complete a minimum number of clock hours to apply for the state board exam. For that reason, attendance is very important. The minimum attendance rate for students is 75% of the total scheduled attendance hours. Attendance is on a cumulative basis over the course of the students program. Completed hours will be added to completed hours from preceding months, divided by the scheduled hours to date, to determine if the student is in satisfactory progress. Student's time is recorded by an electronic time clock for each day of attendance. It is the student's responsibility to use the time clock correctly when clocking in and out to receive appropriate credit for clock hours attended. Failure to do so could result in a loss of student's clock hours. Students unable to attend school for the day MUST contact the school prior to the start time of the day. The school has a 24 hour voice mailbox that will record your message if a staff member is unable to speak with you. The telephone number to call is: 816-241-4325 or text 816-600-0408. It is your responsibility to contact the school directly. You MAY NOT leave a message with or ask another student to notify the school of your absence or that you will be tardy. Students are expected to attend classes regularly and to pursue the instruction and practice work diligently. Excessive absenteeism, tardiness and early departure will not be tolerated without a valid written excuse, which must be approved at the discretion of the owner or an instructor. Students will automatically be withdrawn from the program after 14 calendar days of nonattendance, unless on an approved leave of absence. Each student is allowed a specific number of clock hours for absences (60 clock hours) from school during the course of the program. Once absent clock hours are reached the student will be terminated from the program. Written documentation must be submitted to the office or an instructor for an absence to be considered "excused". Excused absences are not included in the calculation and reporting of a student's actual hours of instruction each month. For example, if perfect attendance in any given month equals 130 hours and a student misses two full days of classes (13 hours) but provides a doctor's note to excuse the absences, there will be no fine assessed and actual hours reported will be 117 hours. Unexcused absences You MUST Call or Text for A Half Day!!!!Failure to notify the school before your start time is considered a NO CALL/ NO SHOW and will carry the following consequences:

NO CALL/ NO SHOW'S

- 1st Offense-Suspended for the day=1 day (M-T) , 5 days (if it occurs on a Friday or Saturday)
- 2nd Offense-5 day Suspension=5 days (M-T) , 10 days (if it occurs on a Friday or Saturday)
- 3rd Offense-Termination of enrollment.

All of the above mentioned situations are calculated using school days Tuesday through Saturday Schedule. When students are scheduled to perform Clinic Services on the Clinic floor they are required to be available for clients when they are clocked in EARNING HOURS. Plan to arrive at school at least 10-15 minutes before scheduled time to prepare for class with all required materials. Each student is to be in class on time and prepared for the class. Late students are not allowed to enter the classroom, it will be considered an unexcused absence, and no credit will be given for the class unless approved by a staff member.

- All students are expected to maintain his/her ASSIGNED weekly schedule on a regular basis. Tardiness and absences are not excusable unless there is an emergency situation; every student is expected to be in class, ready for the day, and prepared based on his/her schedule.
- Be on time and consistent with your attendance. Being late or absent will affect your overall performance. This on a regular basis will interfere with your financial aid and your graduation. Daily attendance is critical, as proper time management is crucial to the success of a

PROFESSIONAL. We are a clock hour institution, therefore clocking in and out is extremely important Ea La Mar's can only issue credit for hours that are properly documented. We will honor documented daily time earned. Students are required to clock in no later than the exact minute school begins for the day. Students are not permitted to clock in unless they are in adherence with the school dress code and prepared to begin training for the day.

MAKEUP HOURS

All time missed must be made up accordingly. Absences consume part of the students' grace period of contracted time. If the absence caused the student to miss a scheduled task/practical, test or evaluation, the student must make up any activity prior to completion, progressing to clinic floor or graduation of program or otherwise noted below.

Absences(s) During Classroom Theory and Practical Subjects:

- Missing 2 hours during the first 5 days of a students contracted start date will result in termination of enrollment. Students will have to Re-apply for admission.
- Missing any of any theory or practical subjects may result in the student being required to retake the subject. This is at the discretion of the owner and instructor.
- The student must meet with the instructor within one week of the original exam to schedule test time. A grade of F=failed/missed/incomplete will be in place of a test grade until test is taken. If the written unit test is not made up prior to a progress report the grade 0% will be used to factor into the average for that section(s) of the written unit progress evaluation grade.
- Satisfactory progress will not be re-calculated if reported before exams are taken due to absences from the originally scheduled clinic floor assessment review exam. Additionally progress reports will not be re-calculated even after the make-up test is completed. The student must complete as rescheduling permits. Please Note: It is the responsibility of the student to meet with the instructor to discuss makeup work, hours, and/or exams within one week of each absence. The student is responsible for completing all missed assignments. Failure to do so could affect you, the students' academic progress.

EXTENDED INSTRUCTIONAL CHARGE POLICY

Each course has been scheduled for completion within an allotted time frame. A grace period of approximately ten percent has been added to the calculated completion date for each program. 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. If a student does not graduate within the contract period, additional training will be billed at the rate of \$25.00 per hour, payable in advance until graduation. Students will not be allowed to clock in until applicable daily payments are made.

FRIDAY/SATURDAY ATTENDANCE POLICY

Scheduled Fridays/Saturdays are mandatory for the entire day unless prior arrangements were made in writing and approved with the owner. A fee (\$250.00) will be charged to your account for each Friday/Saturday missed unless pre-approved in writing with the owner. Calling in on any given Friday/ Saturday will not be approved as an excused absence without a signed licensed Physicians excuse

HOLIDAY ATTENDANCE POLICY

Absent Before or After a Holiday or Holiday break will be a \$500.00 fine due upon return to school

TIME CLOCK POLICY

Student hours are recorded by an electronic time clock for each day of attendance. It is the student's responsibility to use the time clock correctly when clocking in and out to receive appropriate credit for clock hours attended. Failure to do so could result in a loss of student's clock hours. In order for students to receive full clock hour credits, students must clock in and out at the beginning and end of each day, as well as the beginning and end of lunch. Any student found intentionally misusing the time clock could result in withdraw/termination of student contract agreement.

No student, teacher, or any other person shall clock in or out for another student. If a student forgets to clock in and or out for beginning, lunch or end of day, the timecard must be signed by an instructor. A Request of time clock correction signature may not be granted 24 hours after the occurrence. It is the responsibility of each student to check with an instructor or administrative staff to verify clock in and out entries. In a situation in which a student is refusing to clock out when asked by a school administrator for a violation of any school policy, the clock out time will be the exact time at which the student was asked to by administrator to clock out. This will be recorded on a Time Clock Correction Form and will be kept in the student's file.

TARDINESS

A student's school day starts as per their contracted program schedule. All students are required to be clocked in as per their contracted program start time. The school will allow a student to remain in attendance if the clock in time is up to 5 minutes after the contracted program start time. For example, your program start time is 9:00 am and you clock in @ 9:05 am you may remain in attendance. Consequently, if you arrive @ 9:06 am you cannot clock in, you will have to wait and clock in for the second session. You can wait for second session either in the break room area or leave the building and come back at second session start time. Excessive tardiness will affect a student's satisfactory attendance progress. The maximum time a student may be in attendance on any day is 8 hours or no more than 48 hours per week. Please Note: Due to inclement weather conditions, the tardy policy and/or the amount of time clock correction request used may be waived at the discretion of the school administrators.

Dress Code Policy

Ea La Mar's College requires a professional appearance at all times. A student's attitude, poise, professionalism, and ability to perform technical application will be judged by his/her appearance. Presenting a profession appearance is imperative, as it will influence the clients' overall experience. Entering a field that provides services that make others feel good about the way they look; it is as equally important to present yourself as the professional who has the ability to do just that. Professional image is an important part of being employable and attracting a strong clientele.

THIS DRESS CODE POLICY IS MANDATORY AND EXPECTED TO BE FOLLOWED EVERY DAY.
Students not complying with the dress code can be sent home and put on probation. The school reserves the right to make a judgment on whether an individual's attire meets dress code requirements.

- Cosmetologist: Black Pants, or Skirt, White Button down shirt, black tie, black or white shoes
- Barbers: Black Pants, White Button down shirt, black tie, black, brown, or white shoes
- No exceptions to the dress code
- Cloths must be neat and clean at all times
- No hats are head wear (scarves, night caps, rags)
- No logos on shirts
- No tank tops, no bra straps showing, no jeans or jeggings, leggings or short skirts
- Midriff must be covered
- Students must wear black, brown or white shoes. Close-toed/heel shoes are required to be worn by all students. No high heels, flips flops, slipper shoes, crocks
- or multi-colored tennis shoes. 38
- Hair and makeup must be done before coming into school
- You must be completely dressed before coming into school
- Sagging pants, showing underwear is prohibited.

Personal hygiene and sanitation are the daily responsibility of each student. We are in close proximity to many people daily. It is imperative that each student be keenly aware of personal breath and body odor. We strongly suggest showering/bathing before coming to school, the frequent use of mouthwash, deodorant and body sprays during the day. At no time during the day (unless designated by the curriculum or permission from your instructor) are students allowed to work on themselves. Hair, nails, and make-up are to be done before arriving at school. A professional appearance in these areas is essential to the overall image of today's cosmetologist/ barber.

All students are required to purchase a School Tee Shirt. The price for the tee shirt is \$20. Appearance must be acceptable at all times or you will be excused from class. Hair, face, nails must be kept neat at all times. Violations of the above-described dress code will result in the student being sent home to correct his/her attire.

NACCAS Outcome Rates

On an annual basis, due November 30 of each year, our school determines and make available the following statistical information regarding graduation, licensure and placement rates. Applicable outcome rates for the 2023 Annual Report due November 30, 2024, are as follows:

- Graduation Rate 83.33
- Licensure exam pass rate 92.86
- Placement rate of graduates 100%

The above outcome rates are higher than the NACCAS requirement. Per accreditation guidelines, the institution is responsible for the achievement of the below expected and acceptable outcomes, regardless of mode of educational delivery:

Graduation Rate 50% Licensure exam pass rate 70% Placement Rate of graduates 60%

Student Right To Know IPEDS Graduation Rate.

Ea La Mar's Cosmetology & Barber College must prepare the completion and graduation rate of its certificate- or degree-seeking, first-time, full-time undergraduate students each year. The rates will track the outcomes for students for whom 150% of the normal time for completion or graduation has elapsed. Normal time is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog. These rates are generated from the school student record management system.

Retention Rates For First Time Students

Full Time Students 100% / Part Time Students 100%

Graduation Rate and Transfer Out Rate:2020-2021

Overall graduation rate 80% Transfer Out Rate 20%

Graduation Rates By Time To Completion 2020-2021 80%

Class Schedule

Class Hours: Full Time, Tuesday, Wednesday, Thursday, Friday: 8:00 am ---3:30 pm and Saturday 8:00am—5:00pm.

Class Hours: Part/Time Days, Tuesday, Wednesday, Thursday, Friday: 8:00 am—1:00pm and Saturday 8:00am—5:00pm.

NO CLASSES ON THE LAST SATURDAY OF EACH MONTH.

- Students will be allowed 30 minutes for lunch. Each student will be permitted three (5) min breaks each day. Students are required to clock out for lunch break; you are also required to sign out for
- 5 minute breaks. You must check with your Instructor before taking your break.
- Any student that takes an unassigned break, unassigned lunch break, or extended lunch break will be clocked out and not allowed to return to school until the next day.

BASIC COSMETOLOGY / HAIRSTYLING LENGTH & PROGRAM HOURS

Full Time 42 Weeks (38.5 Hours/Week)

Part Time 60 Weeks (28.5 Hours/Week) This course is taught in English Upon completion of course student will receive a Certificate of Completion

Instructional Methods Used

Pivot Point Textbook of Cosmetology Pivot Point Study Guide

Pivot Point Exam Review Comprehensive Lesson Plans Interactive Lectures Student

Activities/Labs/Projects

Other Methods

Verbal, audio, demos, handout, visual aid and instructors personal experience, guest speakers, and other related learning methods.

Grading Procedures

Students must maintain a C grade average (minimum of 75% in theory and practical work) to be considered making satisfactory progress.

Letter Grade	Min. Percentile	Max. Percentile	Progress Rating	GPA
A	94	100	Excellent	4.0
B	87	93	Very Good	3.0
C	75	86	Satisfactory	2.0
F	Below 75%	Failing/incomplete	Unsatisfactory	0.0

COURSE DESCRIPTION This course is designed to provide the student with an opportunity to become familiar with the cosmetology profession, Missouri State Board of Cosmetology / Barber requirements, laws, rules, and regulations, and introduces the fundamental theory and practices of the cosmetology profession. Emphasis is placed on professional practices and safety. At the completion of this course the graduate will have been trained to perform any standard cosmetology service required in the beauty salon. The knowledge and skills will prepare graduates for work as a hair stylist, hair colorist, salon owner/manager, product demonstrator, manicurist, pedicurist, makeup artist, etc.

COURSE OBJECTIVES To educate the student with the skills, information and training through theory and practical instruction to successfully complete the program and pass the licensure required by the Missouri State Board of Cosmetology & Barbering Board and educate the student in developing professional attitudes and habits necessary for initial employment and career advancement.

0 - 160 hours: Students work exclusively on mannequin heads in the Core 1 classroom as they begin the practical portion of our curriculum. Students are taught basic techniques in haircutting, virgin color and color retouch applications, chemical texture services, hairstyling, manicuring, business ethics, sanitation, customer service, personal appearance and hygiene, personal motivation and development, state laws and regulations, salon administration, and job interviewing. **161 - 400 hours:** The student will move from the Core 1 classroom to the Clinic floor if satisfactory academic progress has been maintained during the first 150 hours. At this point students may begin to service clients by providing scalp treatments, shampooing, manicures, skin care, finger waving, pin curling, and haircutting

401+ hours: Students may begin to perform the work of hair coloring, cold and permanent waving, bleaching, chemical hair straightening and hairstyling on clients. All services performed by students on clients are supervised by our licensed cosmetology instructors. Students approaching completion of 1,000 clock hours will participate in a "mock" State Board Exam at ECBCCollege. This exam is structured and timed to mimic the actual state exam and utilizes the skills and procedures that students will be required to demonstrate

Course Title Minimum Hours Needed

Shampooing of all kinds	40
Hair coloring, bleaches and rinses	130
Cosmetic Chemistry	25
Hair cutting and shaping	130
Salesmanship & shop management	10
Permanent waving and relaxing	150
Sanitation & Sterilization	30
Hair setting, pin curls, finger waves, thermal curling	230
Anatomy	20
Comb outs and hair styling techniques	105
State Law	10
Scalp Treatments and Scalp Diseases	30
Facials, Eyebrow Arches	40
Miscellaneous Lectures	Hairstyling 550/450 Cosmetology
Manicuring	110/Cosmetology
Total Hours	1500

BARBER HAIRSTYLING LENGTH & PROGRAM HOURS

Full Time 42 Weeks (38.5 Hours/Week)

PartTime 60 Weeks (28.5 Hours/Week)

This course is taught in English.

Upon completion of course student will receive a Certificate of Completion

Grading Procedures

Students must maintain a C grade average (minimum of 75% in theory and practical work) in order to be considered making satisfactory progress.

A= 94 MIN PERCENTILE 100= MAX PERCENTILE. PASSING RATE=EXCELLENT. GPA 4.0

B=87 MIN PERCENTILE 100= MAX PERCENTILE. PASSING RATE=EXCELLENT. GPA 3.0

C=75 MIN PERCENTILE 100= MAX PERCENTILE. PASSING RATE=EXCELLENT. GPA 2.0

F= BELOW 75%/FAILING /INCOMPLETE/UNSATISFACTORY. GPA 0.0

Instructional Methods Used

Pivot Point Textbook of Barbering Pivot Point Study Guide

Pivot Point Exam Review Comprehensive Lesson Plans Interactive Lectures

Student Activities/Labs/Projects

Other Methods

Verbal, audio, demos, handout, visual aid and instructor's personal experience, guest speakers, projects, and other related learning methods.

Course Description:

This course is designed to provide the student with an opportunity to become familiar with the Barber profession, Missouri State Board of Cosmetology/ Barber requirements, laws, rules, and regulations, and introduces the fundamental theory and practices of the barber profession. Emphasis is placed on professional practices and safety.

COURSE OBJECTIVES To educate the student with the skills, information and training through theory and practical instruction to successfully complete the program and pass the licensure required by the Missouri State Board of Cosmetology & Barbering Board and educate the student in developing professional attitudes and habits necessary for initial employment and career advancement. Missouri State Board of Cosmetology & Barbering minimum hours required is 1000 hours. Due to the in-depth academics & practical instruction our curriculum requires 1500 hours. The maximum time frame to complete the course may not exceed 1995 clock hours. The additional training will be beneficial to students as they prepare to enter into the job force. Core 3 of the training course will concentrate on job preparation, job interviewing techniques, mock interviews, resume writing, and preparing a portfolio. The additional hours will also allow students transitioning to neighboring states (Kansas, Illinois, Mississippi, Kentucky, Tennessee, Nebraska and Arkansas) to be flexible enough to work anywhere in the nearby states. It will be a necessity to have the additional hours in most states, which will benefit students with many potential employment opportunities, instead of a limited job opportunity outlook. In order to become licensed in the neighboring states listed you must have completed 1500 hours. A person that has completed fewer hours will be required to take additional exams and/or re-enroll into a school to complete the remaining hours.

0 - 150 hours: Students work exclusively on mannequin heads in the Core 1 classroom as they begin the practical portion of our curriculum. Students are taught basic techniques in haircutting, virgin color and color retouch applications, chemical texture services, business ethics, sanitation, customer service, personal appearance and hygiene, personal motivation and development, state laws and regulations, barber shop administration, and job interviewing.

150 - 400 hours: The student will move from the Core 1 classroom to the Clinic floor if satisfactory academic progress has been maintained during the first 150 hours. At this point students may begin to service clients by providing scalp treatments, shampooing, skin care/facial grooming, and haircutting.

400+ hours: Students may begin to perform the work of hair coloring, cold and permanent waving, bleaching, chemical texture service, razor techniques on clients.

All services performed by students on clients are supervised by our licensed Barber instructors.

Students approaching completion of 1,000 clock hours will participate in a "mock" State Board Exam at ECBC College. This exam is structured and timed to mimic the actual state exam and utilizes the skills and procedures that students will be required to demonstrate.

HISTORY. 05

PROFESSIONAL IMAGE 35

BACTERIOLOGY 35

STERILIZATION 35

TOOLS & IMPLEMENTS 15

PROPERTIES AND DISORDERS OF THE SCALP 15

CHEMISTRY 05

ANATOMY AND PHYSIOLOGY 15

TREATMENT OF THE SCALP 20

SALESSENCE & MANAGEMENT 05

STATE LAW 10

HAIRSTYLING 325

MUSTASH & BEARD DESIGN 20

PERMANENT WAVING 40

CHEMICAL HAIR RELAXING 40

HAIR COLORING 30

HAIR PIECES 05

SHAVING 35

FACIAL MASSAGE 05

Crossover Barber

Length & Program Hours

Full Time 1.5 Weeks (38.5 Hours/Week) Part Time 2 Weeks (28.5 Hours/Week)

This course is taught in English

Upon completion of course student will receive a Certificate of Completion

Instructional Methods Used

Milady Standard Textbook of Barbering Comprehensive Lesson Plans Interactive Lectures

Student Activities/Labs/Projects

Other Methods

Verbal, audio, demos, handout, visual aid and instructor's personal experience

A= 94 MIN PERCENTILE 100= MAX PERCENTILE. PASSING RATE=EXCELLENT. GPA 4.0

B=87 MIN PERCENTILE 100= MAX PERCENTILE. PASSING RATE=EXCELLENT. GPA 3.0

C=75 MIN PERCENTILE 100= MAX PERCENTILE. PASSING RATE=EXCELLENT. GPA 2.0

F= BELOW 75%/FAILING /INCOMPLETE/UNSATISFACTORY. GPA 0.0

The required course length consists of 45 actual clock hours of training. The maximum time frame to complete the course may not exceed 50 clock hours. Students may not accumulate clock hours outside of the normal school schedule.

Grading Procedures

Students must maintain a C grade average (minimum of 75% in theory and practical work) in order to be considered making satisfactory progress.

COURSE DESCRIPTION This course is designed to provide the student with an opportunity to become familiar with the Barber profession, Missouri State Board of Cosmetology / Barber requirements, barber history, and shaving. Emphasis is placed on professional practices and safety.

COURSE OBJECTIVES To educate the student with the skills, information and training through theory and practical instruction to successfully complete the program and pass the licensure required by the Missouri State Board of Cosmetology & Barbering Board and educate the student in developing professional attitudes and habits necessary for initial employment and career advancement.

Instructional Methods Used

Milady Standard Textbook of Barbering Comprehensive Lesson Plans Interactive Lectures

Student Activities

Other Methods

Hours:

05 Hours History of Barbering

06-45 Hours: Shaving

Verbal, audio, demos, handout, visual aid and instructor's personal experience, and other related learning methods.

Tuition & Educational Expenses Investing in Your Future

Basic Cosmetology (manicuring included)

• Basic Cosmetology (CA) Application Fee (non-refundable) \$60.00

- Registration Fee \$100.00 (non-refundable)
- Basic Cosmetology Student Kit \$1000.00
- Textbooks/iPad/Tech fee \$1,945.00
- Basic Cosmetology Course Tuition \$19,750.00
- Lab Fee \$600.00
- School Tee-Shirt \$20.00
- Total Basic Cosmetology Course \$23,475.00

Textbooks: Pivot Point Cosmetology Fundamentals Digital Textbook, Pivot Point Study Guide, ISBN

978-19405905204, Exam Prep/ ISBN 978-1-940593-54-8

Hairstyling (manicuring excluded)

- Hairstyling (CH) /Application Fee (non-refundable)\$60.00
- Hairstyling Student Kit \$1000.00
- Registration Fee \$100.00 (non-refundable)
- Textbooks/iPad/Tech fee \$1,945.00
- Hairstyling Course Tuition \$19,750.00
- Lab Fee \$600.00
- School Tee-Shirt \$20.00

Total Hairstyling Course \$23,475.00

Textbooks: Pivot Point Cosmetology Fundamentals Digital Textbook, Pivot Point Study Guide, ISBN

978-19405905204, Exam Prep/ ISBN 978-1-940593-54-8

Barber Hairstyling

- Barber Hairstyling Application Fee (non-refundable) \$60.00
- Registration Fee @100.00 (non-refundable)
- Barber Hairstyling Student Kit \$1,100.00
- Barber Hairstyling Tuition \$19,750.00
- Textbooks/iPad/Tech fee \$1,945.00
- Lab Fee \$600.00
- School Tee-Shirt \$20.00
- Total Barber Hairstyling Course : \$23,575.00

Textbooks: Pivot Point Barber Fundamentals Digital Textbook, Pivot Point Study Guide/ISBN

978-1-940593-92-0, Exam Prep/ ISBN 978-1-940593-94-4

Crossover Barber

- Crossover Barber Application Fee (non-refundable) \$60.00
- Crossover Barber Tuition \$799.00
- Textbooks included in tuition.
- Kit included in tuition
- Total Crossover Barber Course: \$852.00

Additional Fees

Cancellation fee. \$150

Late Payment each day \$50.00 max Friday / Saturday fee \$250.00 each day Holiday Absentee fee \$500.00

Change of Status fee \$100.00 Transcript fee \$10.00

Re-enrollment fee \$150.00 Extended Contract time fee

\$25.00 per hour Return check fee \$30.00

Drop enrollment fee \$ 150.00

Final exam (retake) \$60.00 each re- take Discipline slip fee \$75.00

Debit/Credit Card Convenience Fee

2.75% of total.

Methods of payment include full payment at the time of signing Enrollment Agreement, full payment prior to start date or through an approved payment plan. Payments may be made by cash, check, money order, credit card or through non-federal agency or loan programs. Students are responsible for paying the total tuition and fees and for repaying applicable loans plus interest

STUDENT CONSUMER INFORMATION

Provisions of the Higher Education Amendment of 1976 require that, effective July 1, 1977, each postsecondary institution that receives federal financial aid funds must make certain student consumer information available to any enrolled or prospective students who request such information. This section compiled by ECB College financial aid office staff attempts to meet the requirements. ECB College is approved for and participates in Federal Pell Grants, Subsidized Direct loans and Unsubsidized Direct loans. Such programs help to defray the costs of attending school for those students eligible for financial aid consideration. Financial aid is any mechanism that reduces out-of-pocket costs that the students and/or parents must pay to obtain a specific postsecondary education. In other words, financial aid is money made available to help students meet the cost of the program. Financial aid includes grants as well as need and non-need loans. Need-based financial aid is available to families who demonstrate a financial need for additional resources.

The formula below is used to determine a student's financial need:

Cost of Attendance - (SAI) = Financial Need

Non-need is the difference between the cost of education and financial need. Based on these calculations, federal financial aid may not cover the full cost of attendance.

All financial aid is awarded to students who qualify based on the following:

1. Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1- 151, 1-55 1, and 1-94.
2. Criteria making a student INELIGIBLE includes codes F-1, F-2, J-1, J-2; students who are in federal loan default; students who receive grant overpayments; or male students who meet Selective Service registration criteria but are not registered.

Sexual Misconduct Policy (TITLE IX)

Anti-Harassment/Violence and Discrimination Policy

Ea La Mar's Cosmetology & Barber College (The School) is committed to providing a work and school environment free of unlawful harassment, violence, or discrimination. In furtherance of this commitment, all students and employees participate in a mandatory Sexual Harassment/Violence and Prevention Training upon starting, and ongoing prevention and awareness programs are scheduled regularly. School policy prohibits harassment or discrimination based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth, or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information or any other basis protected by the federal, state or local law. Additionally, in accordance with Title IX of the Education Amendments of 1972, the

School prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and the School has jurisdiction over Title IX complaints. The School's anti-harassment policy applies to all persons involved in the operation of the School, and prohibits unlawful harassment by any employee of the School, as well as students, customers, vendors or anyone who does business with the School. It further extends to prohibit unlawful harassment by or against students. Any employee, student or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer, vendor or other person with whom the School does business engages in unlawful harassment or discrimination, the School will take appropriate corrective action. Ea La Mar's College Believes in safe, healthy relationships. It is the policy of the school to foster an environment that is free from violence, intimidation, harassment, sexual misconduct or stalking and one in which students may be educated to their fullest potential. Therefore, the school will not tolerate rape, sexual assault, dating violence, domestic violence, stalking or any form of sexual harassment or misconduct from or toward students, instructors, staff or clients. The school encourages reporting of any incident related to these offenses.

Scope of the Policy

This policy applies to students, instructors, staff and clients while on the property of Ea La Mar's or while participating in any institutional activity. In circumstances where misconduct took place outside the schools campus or activities, the school may be limited in our ability to respond; however, in these cases the school will provide assistance by directing complainants to resources and organizations that are able to address their specific situation and needs. The school does not provide any type of professional or pastoral counseling.

DEFINITIONS OF SEXUAL MISCONDUCT

Sexual Harassment: Unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Unwelcome sexual advances, propositions, invitations, solicitations, flirtations, or other verbal or physical conduct of a sexual nature. Discussing sexual activities. Displaying sexually suggestive pictures, cartoons or drawings. Using unseemly gestures. Using offensive language or telling sexually explicit jokes. Sexting or sexual cyber bullying. Unnecessary touching. Repeated requests for dates, comments about a person's body, excessive flattery of attire or questioning of a personal nature. Any statements or implications that a person's employment, wages, academic grade, promotional opportunities, classroom or work assignments or other conditions of employment or college life may be adversely affected by not submitting to harassment. Unwanted physical contact. Sexual Harassment is defined as unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment is conduct that explicitly or implicitly affects a person's employment or education or interferes with a person's work or educational performance or creates an environment such that a reasonable person would find the conduct intimidating, hostile or offensive.

Sexual Violence is defined as physical sexual acts engaged in without the consent of the other person or when the other person is unable to consent to the activity. Sexual violence includes sexual assault, rape, battery, and sexual coercion; domestic violence; dating violence; and stalking.

Domestic Violence is defined as abuse committed against an adult or a minor who is a spouse or former spouse, cohabitant or former cohabitant, or someone with whom the abuser has a child, has an existing dating or engagement relationship, or has had a former dating or engagement relationship.

Dating Violence is defined as abuse committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

Sexual Assault occurs when a physical sexual activity is engaged in without the consent of the other person or when the other person is unable to consent to the activity. The activity or conduct may include physical force, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, and taking advantage of the other person's incapacitation (including voluntary intoxication). This includes rape, sexual assault, battery, and sexual coercion. Sexual assault may involve individuals who are known to one another or have an intimate and/or sexual relationship, or may involve individuals not known to one another.

Sexual assault includes:

Having or attempting to have sexual intercourse with another individual without consent. Sexual intercourse includes vaginal and/or anal penetration, however slight, with a body part or object, or oral copulation by mouth-to-genital contact. Having or attempting to have sexual contact with another individual without consent. Sexual contact includes kissing, touching the intimate parts of another, causing the other to touch one's intimate parts, or disrobing of another without permission. Intimate parts may include the breasts, genitals, buttocks, mouth, or any other part of the body that is touched in a sexual manner. Inducing incapacitation for sexual purposes: includes the use of drugs, alcohol, or other means with the intent to affect the ability of an individual to consent or refuse to consent (as "consent" is defined in this policy) to sexual contact).

Sexual exploitation: occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not otherwise constitute one of the preceding sexual misconduct offenses. Examples of behavior that could rise to the level of sexual exploitation include:

- Prostituting another person;
- Non-consensual visual (e.g., video, photograph) or audio-recording of sexual activity;
- Non-consensual distribution of photos, other images, or information of an individual's sexual activity, intimate body parts, or nakedness, with the intent to or having the effect of embarrassing an individual who is the subject of such images or information; 47
- Exceeding the boundaries of consent;
- Engaging in non-consensual voyeurism;
- Knowingly transmitting an STI, such as HIV, to another without disclosing your STI status;
- Exposing one's genitals in non-consensual circumstances, or inducing another to expose their genitals;
- Possessing, distributing, viewing or forcing others to view illegal pornography

Stalking Engaging in a course of conduct directed at a specific person that would cause a reasonable person to Fear for the person's safety or the safety of others; or Suffer substantial emotional distress. For the purposes of this definition: Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim .

Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling. Any incident meeting his definition is considered a crime for the purposes of Clery Act reporting.

Stalking Resources

Stalking Resource Center

"WWW.victimsofcrime.org/src

National Center for Victims of Crime Safe Horizon

"WWW.victimsofcrime.org "WWW.safehorizon.org

Dating violence: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, 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. It can include but is not limited to:

- Battering that causes bodily injury.
- Purposely or knowingly causing reasonable apprehension of bodily injury.
- Emotional abuse creating apprehension of bodily injury or property damage.

Domestic violence: 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, or 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. Preserving DNA evidence is an important part of criminal investigations and will be beneficial if the victim decides at a later date to file a police report regarding the assault. RAINN, the Rape, Abuse, & Incest National Network, recommends the following steps to help preserve evidence prior to an examination: Not bathing Not using the restroom Not changing clothing Not combing hair Not cleaning up the scene or moving anything with which the perpetrator may have come in contact with or touched. Additional information regarding preserving and collecting DNA evidence after an assault can be found on RAINN's website at the links below. Preserving and Collecting Forensic Evidence Importance of DNA Reporting an Offense Victims or witnesses of sexual assault, domestic violence, dating violence, or stalking are encouraged to immediately notify the Title IX Coordinator, nearest available school official, or local law enforcement agency. Notification can occur in person, via phone, or via any form of written communication directed to the above officials. Any student or employee who reports that they have been a victim of domestic violence, dating violence, sexual assault, or stalking, whether the offense has occurred on or off campus, will be provided with a written explanation of their rights and options regarding the following:

Procedures following the offense Procedures for disciplinary action and sanctions to be imposed Victim confidentiality Resources available for counseling services Contact information and/or web sites for national support and counseling services, and other services available for victims is available below.

www.stepupprogram.org

www.mencanstoprape.org

Victims have the right to report the incident to local law enforcement authorities and also to decline to notify such authorities. School officials will also assist a victim in notifying law enforcement authorities, if the victim chooses. Victims may also have rights regarding obtaining orders of protection, no contact orders, restraining orders, or similar lawful orders issued by a criminal, civil, or tribal court, and the school will comply with these orders to protect the safety of the victim. Intimidation: intentional behavior that would cause a person of ordinary sensibilities fear of injury or harm.

Retaliation Prohibited The School will not retaliate against you for filing a complaint, and will not tolerate retaliation by students or employees. If you believe you have been retaliated against, you should promptly notify your supervisor, Human Resources, or the Title IX Coordinator. It is a violation of Ea La Mar's policy to retaliate in any way against a person or persons because they have opposed any practices forbidden under this policy or have filed a report, assisted, or participated in any manner in an investigation or proceeding under this Policy. This includes action taken against a bystander who intervened to stop or attempted to stop discrimination, harassment, sexual misconduct, interpersonal violence, or stalking. Retaliation may take many forms, and may include intimidating, threatening, coercing, or in any way discriminating against an individual because of the individual's complaint or participation. Action is generally deemed retaliatory if it would deter a reasonable person in the same circumstances from opposing practices prohibited by this Policy. We will take immediate and responsive action upon receiving any report of retaliation and may pursue disciplinary action as appropriate.

Prohibited Conduct

This policy strictly prohibits sexual or other unlawful harassment or discrimination as well as sexual violence, as defined above. Sexual or other unlawful harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability, or any other legally protected basis if: submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's education or employment; or it creates a hostile or offensive work environment, which means the alleged conduct is sufficiently serious to limit or deny a student's or ability to participate or benefit from the student's education program.Unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters, or cartoons based on race, national origin, age, disability, marital status, or other legally protected categories.Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", practical jokes, jokes about or displays of obscene printed or visual material, questions about sexual fantasies, preferences or history, and physical contact such as patting, pinching, or intentionally brushing against another person's body.Gender-based harassment, including acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping are strictly prohibited, even if those acts do not involve conduct of a sexual nature.

Complaint/Grievance Procedure

Any student or employee who has a grievance concerning the interpretation, application or claimed violation of her or his rights as a student or employee, or alleges that an act of harassment, discrimination, sexual assault, domestic violence, dating violence, or stalking has occurred, or that her or his rights as a student or employee have been violated has the right to file a grievance using the processes below.The grievance proceedings will include a prompt, fair, and impartial process from the initial investigation to the final result. This means that these proceedings will be completed within a reasonably prompt timeframe, as designated by the procedures below; allow for extension of timeframes for good cause with written notice to the accuser and the accused of the delay and the reason for the delay; will be conducted according to the schools policies; will include timely notice of meetings to which the accuser and the accused, or both, may be present; provide timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings; and be conducted by officials who do not have a conflict of interest or bias for or against the accuser or the accused.Determinations will be made using a preponderance of information, in other words, a "more likely than not" consideration. Both the accused and the accuser are entitled to the same opportunities to have others present during the College disciplinary proceeding, including the opportunity to be accompanied to any related meeting or proceeding by an advisor of their choice. The school may not limit the choice of advisor or presence for either the accuser or the accused in any meeting or institutional disciplinary proceeding; however, the school may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

be an emergency by the Title IX Coordinator, the individual alleged to have caused the grievance or complaint may be temporarily suspended pending investigation and the outcome of the complaint. The Title IX Coordinator will initiate an investigation within two weeks to determine whether there is a reasonable basis for taking action. At a minimum, this investigation will consist of interviewing the complainant, the individual alleged to have caused the grievance, and any witnesses to the conflict. The investigation will be completed with 30 days and a written report will be filed by the Title IX Coordinator with the outcome of the complaint. Both parties will be notified in writing of actions to be taken by the School. All individuals who are involved in an investigation as the accused, accuser or witness have a duty to keep all information confidential to the extent permitted by law. Persons who violate the confidentiality rights of other individuals may be subject to disciplinary action. At all times during this procedure, the Title IX Coordinator will keep all information completely confidential, and the name of the complainant should not be revealed to the individual alleged to have caused the grievance except with the complainant's permission. In addition, written records, if taken, shall be kept confidential.

SANCTIONS

Substantiated accusations may result in disciplinary action against the offender, including suspension, termination of the employee's employment or the student's enrollment, schedule changes, or criminal charges. In addition, complainants who make bad faith accusations of sexual misconduct may be subject to equivalent disciplinary action. The Title IX Coordinator will consider relevant factors, including if applicable: (1) the specific sexual misconduct at issue (such as penetration, touching under clothing, touching over clothing, unauthorized recording, etc.); (2) the circumstances accompanying the lack of consent (such as force, threat, coercion, intentional incapacitation, etc.); (3) the respondent's state of mind (intentional, knowing, bias-motivated, reckless, negligent, etc.); (4) the impact of the offense on the complainant; (5) the respondent's prior disciplinary history; (6) the safety of the school community; and (7) the respondent's conduct during the disciplinary process. In addition to any other sanction (except where the sanction is termination), the school may require any student determined to be responsible for a violation of this Policy to undergo appropriate education and/or training related to the sexual misconduct violation at issue. The school may also recommend counseling or other support services for the student. Either party, the complainant or the individual alleged to have caused the grievance, may request an appeal to sanctions, in writing, within 5 days after notification by the school, if dissatisfied with the conclusion of the investigation. Appeals will only be considered if new information has surfaced that may alter the outcome of the investigation, or if an error occurred during the investigation and, if corrected, may change the outcome of the investigation. The person submitting the appeal will be provided a written response with 15 calendar days. This determination will be final. Disagreement with the finding or sanctions is not, by itself, grounds for appeals.

COMPLAINT RECORD AND NOTICE OF OUTCOME

All proceedings and records will be confidential to the extent permitted by law. Both the accused and the complainant shall be simultaneously informed, in writing, of the following.

1. the outcome of any institutional disciplinary proceedings with respect to the alleged sexual misconduct
2. the institution's procedures for the accused and the complainant to appeal the results of the

institutional disciplinary proceeding,
3. any change to the results that occurs prior to the time that such results become final,
4. when such results become final. The notice of outcome will also be placed into the files of any student or employee in the event disciplinary action is taken against one of the parties. No student or employee will be subjected to any retaliation or involuntary reassignment as a result of filing a good-faith grievance for sexual misconduct. At the request of the individual alleged to have caused the grievance, a memorandum recognizing a finding of unfounded claims of sexual misconduct will be placed into the file of the student or employee. If the alleged victim is deceased as a result of the crime or offense, the information shall be provided upon request to the next of kin of the alleged victim.

Title IV Coordinator:

Ea La Mar's Cosmetology & Barber College Nicole Hall, School Director 1510/1504 Prospect Ave.
Kansas City, MO 64127 (816)
816-241-4325 ealamars1@sbcglobal.net

DUTIES of the TITLE IX COORDINATOR

- Meeting with students, staff or instructors as needed.
- Being knowledgeable of the schools policies and procedures pertaining to Title IX.
- Being informed and aware of all Title IX complaints and issues even if a complaint was issued to another individual on staff.
- Coordinating grievance procedures for resolving Title IX complaints.
- Coordinating responses to complaints involving possible Title IX misconduct.
- Monitoring outcomes of complaints and investigations, identifying and addressing any patterns and assess effects on the school climate. The School ensures that its employee(s) designated to serve as Title IX Coordinator(s) have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the School's grievance procedures operate. Because complaints can also be filed with an employee's supervisor, these employees also receive training on the School's grievance procedures and any other procedures used for investigating reports of sexual harassment.

Investigation of Complaints

In response to all complaints, the School promises prompt and equitable resolution through a reliable and impartial investigation of complaints, including the opportunity for both parties to present witnesses or other evidence. The time necessary to conduct an investigation will vary based on complexity but will generally be completed within sixty (60) days of receipt of the complaint. The School shall maintain confidentiality for all parties to the extent possible, but absolute confidentiality cannot be guaranteed. In cases where a student does not give consent for an investigation, the School will weigh the student's request for confidentiality against the impact on School safety to determine whether an investigation must proceed. Complainants should be aware that in a formal investigation due process generally requires that the identity of the charging party and the substance of the complaint be revealed to the person charged with the alleged harassment. The preponderance of the evidence standard will apply to investigations, meaning the School will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties may have one other person (including attorney if desired) present at any proceedings or meetings related to alleged offence. Both parties will receive written notice of the outcome of the complaint. During the investigation, the School will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved. If the School determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and the School will take steps to prevent the recurrence of any harassment or discrimination, including changing a victim's academic situation after an alleged sex offense, and the options for those changes if those changes are requested by the victim and are reasonably available. Any employee determined by the School to be responsible for unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination. Remedies for student-related claims may include, but are not limited to, an order to stay away, suspension or expulsion. Students and Employees have option to notify appropriate law enforcement agencies, and the school will assist as requested. To initiate a criminal investigation, reports of sexual violence should be made to "911" or local law enforcement. The criminal process is separate from the School's disciplinary process. A law enforcement investigation does not relieve the school of its independent Title IX obligation to investigate the conduct and resolve complaints promptly and equitably. Police investigations may be useful for fact-gathering; but because the standards for criminal investigations are different, police investigations or reports are not determinative of whether sexual harassment or violence violates Title IX. Conduct may constitute unlawful sexual harassment under Title IX even if the police do not have sufficient evidence of a criminal violation. To the extent that an employee or contract worker is not satisfied with the College's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

Reporting Requirements

Victims of sexual misconduct should be aware that School administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to other members of the campus community. The School will make every effort to ensure that a victim's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger. The School reserves the right to notify parents/guardians of dependent students regarding any health or safety risk, or a change in student status. The school must report, annually, all campus crime incidents. Under the Violence Against Women Act, colleges and universities are required to:• Report domestic violence, dating violence, and stalking, beyond crime categories the Clery Act already mandates Adopt certain student discipline procedures, such as for notifying purported victims of their rights; and • Adopt certain institutional policies to address and prevent campus sexual violence, such as to train in particular respects pertinent institutional personnel. Because Ea La Mar's Cosmetology & Barber College is a relatively small campus without dormitories or housing, which means the campus crime statistics are low. However, Ea La Mar's Cosmetology & Barber College has implemented programs and protocol to educate and serve our students. The policy be in the "Ea La Mar's Cosmetology & Barber College Student Catalog." The Clery Act requires that colleges inform students of procedures that victims should follow, such as preservation of evidence and to whom the offenses should be reported. VAWA adds that institutional policies must also include information on:1. Victims' option to, or NOT to, notify and seek assistance from law enforcement and campus authorities2. Victims' right and institutional responsibilities regarding judicial no-contact, restraining, and protective orders.

Preventative safety measures in place at Ea La Mar's Cosmetology & Barber College include timely scheduled presentations addressing sexual assault risk reduction, sexual assault education and reporting protocol, evidence preservation processes, stalking prevention (stalking, defined as conduct directed at a specific person that would cause a person to fear for his/her/other's safety, or suffer substantial emotional distress) domestic abuse, dating violence, acquaintance rape, etc. These issues are addressed at orientation, as well as scheduled programs for all students throughout the calendar year. The dates of these educational events are posted prior to the presentation date and announced to the student body. Student Support Services keeps on file a schedule of the programs, as well as a participant attendance roster. Other safety measures in place include a policy encouraging students to leave the building in groups and/or inform the college staff that they will be walking alone to their car, especially after dark. Complete literature on sexual assault risk reduction, date rape education, and the responsibility and reporting process of the College is available through Student Support Services or from the School Director.

If you are a victim of a sexual assault, your first priority should be to get to a place of safety. You should then obtain necessary medical treatment. The Police Department strongly advocates that a victim of sexual assault report the incident in a timely manner. Time is a critical factor for evidence collection and preservation. An assault, whether it occurs on or off campus, should be reported directly to the Ea La Mar's Cosmetology & Barber College School Director and/or Student Support Services. Filing a police report with the college will not obligate the victim to prosecute, nor will it subject the victim (either student or employee) to scrutiny, negative repercussion or judgmental opinions from the College. The College will help file a police report, if requested. Filing a police report will:• ensure that a victim of sexual assault receives the necessary medical treatment and tests, at no expense to the victim; provide the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later (ideally a victim of sexual assault should not wash, douche, use the toilet, or change clothing prior to a medical/legal exam); assure the victim has access to free confidential counseling from counselors specifically trained in the area of sexual assault crisis intervention.Upon report of an alleged sex offense, the school will investigate immediately with the victim's confidentiality respected. The specifics of the assault and the names of the victim and the offender will be kept confidential to the extent that maintaining such confidentiality would not impair the ability of Ea La Mar's Cosmetology & Barber College to provide protective measures. The school has mandated protocol in place of reporting any and all sexual offenses to the School Director or

Student Services.

The school will adhere to any legal sanctions or protective measures imposed as a result of a final determination of any sexual assault incidences. The college is also obligated to comply with a student's request for an academic situation change following an alleged sex offense, which includes a change in schedule, protection and precautions that the alleged offender not be permitted to have contact with the victim through classes or lab services. Various counseling options are available from the city POLICE DEPARTMENT. Counseling and support services can be obtained through the Rape and Sexual Abuse Center and the Victim Intervention Programs in the city of Ea La Mar's Cosmetology & Barber College. See Student Services Board for a listing of services and phone numbers. As part of the School's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to the School community through publications, the School website, new employee orientations, student orientations, and other appropriate channels of communication. The School provides training to key staff members to enable the School to handle any allegations of sexual harassment or sexual violence promptly and effectively. The School will respond quickly to all reports, and will take appropriate action to prevent, to correct, and if necessary, to discipline behavior that violates this policy. Additional Information Students may contact the Title IX Coordinator with any questions related to this policy. The school will also provide contacts to counseling, mental health or other services (health, victim advocacy, legal assistance) for victims of discrimination or sex offenses. The school will also help obtain or enforce a no contact directive or restraining order. In addition, the U.S. Department of Education Office for Civil Rights ("OCR") investigates complaints of unlawful harassment of students in educational programs or activities. This agency may serve as a neutral fact finder and will attempt to facilitate the voluntary resolution of disputes with the parties. For more information, visit the OCR website at: <http://www.hhs.gov/ocr/>

Dating/Domestic Violence Resources

National Domestic Violence Hotline No More [www. Ndvh.org](http://www.ndvh.org)

800-799-7233

www.nomore.org

Red Flag Campaign

Center For Victims of Crime

Hope House – Lee's Summit / Independence PO Box 577

Lee's Summit, MO 64063 (816) 461-4188

Domestic Violence Shelters, Domestic/Family Violence Legal Services, Domestic Violence Support

Groups, Spouse/Intimate Partner Abuse Counseling, Domestic Violence Hotlines

MOCSA (Metropolitan Organization To Counter Sexual

3100 Broadway St

Kansas City Mo 64111 816-931452

Kansas City Anti-violence Project/

KCAVP PO Box 411211

Kansas City, MO 64141 (816) 561-0550

Hate Crimes Prevention, Hate Crimes Reporting, Crime Victim Support, Domestic Violence Hotlines,

Sexual Assault Hotlines

Rose Brooks Center PO Box 320599 Kansas City, MO 64132 (816) 523-5550

Domestic Violence Shelters, Advocacy, Domestic Violence Support Groups, Domestic Violence Hotline

Newhouse

P.O. Box 240019 Kansas City, MO 64124 (816) 474-6446

Domestic Violence Shelters, Spouse/Intimate Partner Abuse Prevention, Domestic Violence Support

Groups, Domestic Violence Hotlines

Safehaven Women's Center

P.O. Box 14286 Kansas City, MO 64152 (816) 452-8535

Domestic Violence Shelters, Advocacy, Domestic Violence Support Groups, Domestic Violence Hotline

Sarita 'Lynne Ministries – Princess Phyllis Wheatley House

2214 Benton

Kansas City, MO 64127 (816) 216-7846

Domestic Violence Shelters, Transitional Housing/Shelter Kansas City, MO 64123 (816) 241-3780, MO

64123

(816) 241-3780

Copyright Infringement

Unauthorized distribution of copyright material, including unauthorized peer-to-peer file sharing, may subject the individual to civil and criminal liabilities. Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (title 17 of the US Code) .

These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes a copyright 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, US 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 US Copyright Office at www.copyright.gov. Students found in violation of the copyright infringement policy are subject to termination.