

Visions School of Beauty, LLC
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Volume 1- January 2024

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MISSION STATEMENT

Visions School of Beauty, LLC mission is to create professional men and women in the hair and beauty industry. The Cosmetology program will allow students to become skillful, knowledgeable and well equipped for the New York state board exam to began a successful journey in the industry.

LOCATION, FACILITIES & EQUIPMENT

Visions School of Beauty, LLC
1765 N Clinton Ave
Rochester, NY 14621

Owned and operated by Kenisha June and Jerome June

The school is well equipped, and air conditioned with all the modern conveniences required for proper instruction in Appearance Enhancement. The facility is wheelchair accessible. The teaching staff directs and supervises student activities in theory classroom used for lectures, practical classroom for simulating a salon operation where patrons receive beauty services from supervised students.

Licensed by the State of New York, New York State Education Department



SCHOOL CALENDAR CLOSINGS

Full-time classes begin the first Monday of every other month. The program requires two terms of 16 weeks and 15 weeks.

Official school holidays and closings are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve, Christmas Day

Should the school be closed due to emergencies or other unscheduled events the students' graduation date will be extended for time the school is closed. The School reserves the right to alter the holiday schedule.

SCHOOL START and END DATES

Full Time
Start Date

End Date

January 8, 2024	September 5, 2024
March 4, 2024	November 3, 2024
May 6, 2024	January 12, 2025
July 8, 2024	March 17, 2025
September 9, 2024	May 5, 2025

SCHOOL PERSONNEL

Cosmetologist/Instructor

Kenisha June - Owner of Visions School of Beauty, LLC is the director, teacher, and agent.

Kenisha has been a licensed stylist for many years, she has owned a salon and she is a licensed instructor.

Financial Assistance Information

We are not approved for financial aid.

TRANSFER CREDITS

We do not offer credit for previous training.

OCCUPATIONAL OBJECTIVES

In addition to the school's curriculum for cosmetology, students are encouraged to seek their educational potential via extracurricular activities.

To train each student to be able to take and pass the State Board Exam; thereby enabling the student:

- To obtain a Cosmetology Operator License.

EQUAL OPPORTUNITIES

The Institution, in its administration, instruction and graduation policies, does not discriminate on the basis of race, creed, sex, color, age, religion, financial status, gender, sexual orientation or country or area of origin or residence or ethnic origin.

REGISTRATION POLICIES

The Institution does not solicit students either currently attending or already enrolled in another Cosmetology School. Prospective students are welcome to visit the institution to discuss educational and career plans. We do not offer credit for previous education or training at this time. The admissions staff is available for guidance and advisement Monday through Friday 9:00 A.M. to 4:00 PM. All are encouraged to call for an appointment. Acceptable methods of payment for all tuition and related fees are Cash, Credit Card, Debit Card.

ADMISSIONS REQUIREMENTS

A Student must meet the state minimum age requirement to enter school (if applicable) and must submit the following:

- A copy of a valid state or federal issued photo identification
- Be 17 years of age or older
- A copy of high school diploma or its equivalent, such as a copy of GED certificate, TASC.

GRADUATION AND LICENSING REQUIREMENTS

- A. Maintained satisfactory attendance requirements. Students must make up absences if they have not met or meeting the 70% attendance requirement.
- B. Maintained satisfactory academic progress, receipt of a cumulative passing grade point average of 70%.
- C. Has met their financial obligation due to the school at the time of graduation. Payment plans and other payment options may extend payments beyond the student's graduation date based on a mutually agreed contract between the school and the student.

A permanent Cosmetology license is issued to the applicant by the NYS Division of Licensing Services upon passing both the written and practical State Board examinations.

EMPLOYMENT ASSISTANCE

Placement assistance is provided to graduates. We make every effort to place you in a position that is satisfactory to you. This service is available throughout the graduate's lifetime. We make a sincere effort to find the right person for the right job. However, while placement service may be provided, the school cannot guarantee or promise employment to any student or graduate.

The school owner works with the student to arrange interviews in area salons or related fields. We stress the value of additional education. Professional Appearance and Resume development are included in our Professional Development Unit as part of the curriculum.

ADVISING

Advising is offered to students upon request. Students may request personal/vocational advice from administrative staff or the director. We do not provide counseling services, but can refer students to appropriate agencies.

VISIONS SCHOOL OF BEAUTY, LLC RULES

- *Students must only smoke in the designated area outside the school.
- *Students may not use the business telephone line for personal use.
- *No eating or drinking in classroom or clinic floor. Students are permitted to eat in designated area.
- *No excessively loud music while outside on breaks/lunch including from your car in the parking lot.
- *The school is not responsible for lost, stolen or damaged property.
- *No loitering in front of the school or on the side of the school building.
- *All students must enter and exit from the front of the building entrance only.
- *Students must silence all electronic devices (cell phones, laptops, tablets, etc).

STUDENT SUSPENSION / TERMINATION

Visions School of Beauty, LLC reserve the right to suspend or expel any student from school for refusal to cooperate with instructors, failure to make payments when do, poor attendance, failing grades or violations of school policy. Prior to any disciplinary actions, the student will meet with the Director of the school. A suspension will not be longer than 14 calendar days. No absent time is accrued during a suspension. An action of suspension or termination is delivered in writing, either in person or by mail. Students may appeal disciplinary actions by submitting in writing and include an explanation of why the action should be dismissed. This appeal should be submitted in writing to the director within 30 day of the disciplinary action.

Visions School of Beauty, LLC expects all students to behave, adhere to all school policies in effect, and dress in a professional manner at all times. Disciplinary action may include a verbal

warning, written warning, suspension or termination. The appropriate disciplinary action imposed will be determined by the Director. The following misconduct may result in discipline up to and including termination: Flagrant misconduct, violation of Visions School of Beauty, LLC policies or safety rules, insubordination, poor attendance, possession or use or sale of alcohol or controlled substances. Poor performance, theft or dishonesty, physical harassment, or disrespect toward employees, fellow students, visitors or other members of the public. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors. For a suspension to maintain the integrity of required Attendance, Satisfactory Academic Progress (SAP), and the regulations specifying the conditions of the EA, the following stipulations must be adhered to: A student cannot be charged for missed days due to suspensions. A student must be permitted to make up hours missed due to suspension at no additional cost, within the contract timeframe, and the student must agree to the schedule for make-up hours. Schools must document how they will take the hours missed due to suspension out of the attempted hours for SAP. Schools must document how they will take any quantitative test, quiz, assignment, skills, or project grades out of the calculation of the cumulative grade point average (GPA) due to the suspension.

GENERAL APPEALS FOR SUSPENSION / TERMINATION

Schools must first provide students with a written warning of suspension. If a student is terminated due to the reasons outlined above, the student may appeal the termination decision. A student has five (5) calendar days from the date of termination to appeal the decision. The student must submit a written appeal to the school's Director describing why they were terminated, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to continue through the program without incident. An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the student, parent/guardian (if the student is a dependent minor), the student's teacher and the school director. A decision on the student's appeal will be made within three (3) business days by the director and will be communicated to the student in writing. This decision will be final. If a student is terminated for gross misconduct, which includes but is not limited to reporting to school under the influence of alcohol or illegal drugs, cheating, stealing, insubordination, threats, and/or bullying, such termination is final and may not be appealed.

SATISFACTORY ACADEMIC PROGRESS POLICY

Applies to all students enrolled in a program and provided to applicants prior to enrollment. This policy is applied to all students enrolled in an approved program both full time and part time.

SATISFACTORY ACADEMIC PROGRESS POLICY- Cosmetology (1,000 hrs.)

ATTENDANCE PROGRESS EVALUATION

Evaluation of students are at intervals of no less than the midpoint and endpoint of each term. The evaluation period is 450, 900 actual hours.

Attendance Progress Evaluations

Students are required to attend a minimum of 70% of the hours possible based on the applicable attendance schedule. 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 70% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum time frame allowed.

Maximum Time Frame

The maximum time (150% of course length) allowed for students to complete each course at SAP is stated below:

Program	Course Scheduled Length	Maximum Time Allowed Scheduled Hours
Cosmetology	1000 hours	1500

Students who have not completed the course within the maximum time frame will be terminated.

Academic Progress Evaluations

Students are required to maintain a cumulative grade point average (GPA) of 70% or higher to maintain Satisfactory Academic Progress. 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 GPA of 70% or higher and pass the final, written and practical exams prior to graduation. Students must make up failed or missed tests and incomplete assignments. Factors that will be measured to determine academic progress

for all programs are a student's theory work (test grades, homework assignments, etc.), practical work, and clinical work. The numerical grades of theory, practical and clinical work are considered according to the following scale:

Excellent	90%-100%
Very Good	80%-89%
Good	70%-79%
Fail	60%-69%

Determination of Progress Status

Students meeting the minimum requirements for academics and attendance at the evaluation point are making SAP until the next scheduled evaluation. Students will receive a hard copy of their SAP Determination at the time of each of the evaluation. The school will also keep a copy of this SAP evaluation.

Warning

Students who fail to meet minimum requirements for attendance or academic progress are placed on warning. 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.

Probation

Students who fail to meet minimum requirements for attendance or academic progress after the warning period will be placed on probation. 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. 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 may be terminated.

Re-Establishment of Satisfactory Academic Progress

Students may re-establish SAP, as applicable, by meeting minimum attendance and academic requirements by the end of the probationary period.

TARDY POLICY

Student's attendance is taken promptly at the start of class and absences are calculated on the quarter hour. Students must notify the instructor if they are leaving early. Students that are going to be late should be courteous and call the school to inform their instructor. Although this does not exclude the student's tardy, it allows the instructor to be aware of their student's whereabouts. Each tardy is recorded by the instructor at the start of class. Class attendance is monitored on a monthly basis of 30 calendar days. Tardy totals will not carry over from one month to the next. If a student is on their first or second late with the 30 days' time frame, their totals hours for that day will be calculated to the next quarter hour. Please note that regardless of the student's arrival time, a 30-minute break will be automatically deducted from a student's total daily hours so long as the student is present for more than four hours.

The follow is the procedure for late-arriving students within the monitored 30-day period:

1st Late: Recorded by Instructor; student informed of tardy and allowed into the class

2nd Late: Recorded by Instructor; student informed of tardy and allowed into the class

3rd Late: Recorded by Instructor; student informed of tardy and not allowed in class (sent home)

4th Late: Recorded by Instructor; student informed of tardy followed by suspension.

A Student Advisory form is prepared by the Director. The Director will suspend the student. The student must meet with the Director to discuss being re-instated into the class before returning from the suspension. Students who are excessively late are subject to termination by the School Owner.

ABSENCES POLICY

Attendance, self-control, responsibility and human relationships are all involved in the training of the courses offered at Visions School of Beauty, LLC. It is part of our responsibility to the student. Students are expected to notify their Instructor of any absence from school. We understand absences may occur, and make-up opportunities may be available to assist students in keeping up with scheduled progress. Excessive absences and/or class cuts (either excused or unexcused) will be penalized. The school standards require 70% attendance. Students will be assessed at the end of a marking period for meeting all attendance standards and students may be placed on academic probation for failure to meet these requirements. The evaluation period is 250, 500, 750, and 1,000.

MAKE-UP HOURS POLICY

Students who are absent from their scheduled classes may make up the hours missed in accordance with the following:

Make-up work will be scheduled as soon as it is practicable for both the student and the school. Make-up work does not cancel absences. Hours missed and not made up by the scheduled completion date will be charged at the hourly rate payable at the time make-up is scheduled. Rate to be determined by your enrollment agreement.

A student must notify their Instructor in writing prior to attending school to make up hours. The overseeing Instructor will be provided with lesson plans and/or material that the student has missed. Student attendance is recorded for all make up hours and student progress is monitored.

LEAVE OF ABSENCE POLICY

A Leave of Absence is a temporary interruption of the student's program of study. A Leave of Absence may be granted to a student with reasoning related to health, medical, family and/or other rational circumstances. Students may be granted a Leave of Absence in any twelve month period for not less than two weeks and not to exceed 180 days. A twelve month period begins on the first day of the student's initial leave of absence. Students who wish to take a Leave of Absence must follow Visions School of Beauty, LLC policy for requesting a Leave of Absence. In order to request a Leave of Absence, the student must submit a request in writing in advance, unless unforeseen circumstances prevent the student from doing so. The request must include the reason for the request, the student's signature and a reasonable expectation of a return date. The approval of such leave of absence shall be in writing by the school Director. In the case of any unforeseen circumstances (i.e. prolonged illness, accident, death in the family) that make it impossible or the student to submit the request in advance, the school may grant a Leave of Absence to the student. The school will document the reason for its decision and collect the request from the student at a later date. For example, if a student were injured in a car accident and needed a few weeks to recover before returning to school, the student would not have been able to request the Leave of Absence in advance.

In this example, the beginning date of the approved Leave of Absence would be determined by the school to be the first date that the student was unable to attend school because of the accident. A student placed on a Leave of Absence will not receive credit for attendance or achievement for the duration of the leave nor will they be charged with the absence. A student granted a Leave of Absence is not considered to have withdrawn, therefore no refund calculation is required at that time. The school will extend the student's contracted graduation date by the number of days of the leave. (The student's graduation date and maximum time frame will be extended and adjusted by the amount of days of the leave of absence when they return.) Any changes made to the student's contract shall be initialed by all parties or an addendum will be created and signed and dated by all parties. Upon returning the student will be re-instated into the program and evaluated for retention for proper placement in the program. Documentation following the evaluation will be placed in the student's file. Any student not returning from a Leave of Absence or any student who takes an unapproved Leave of Absence will be dropped from the program as of their last day of physical attendance. The school is required to take attendance, therefore the withdrawal date for the purpose of refund calculating is always the student's last day of physical attendance.

CURRICULUM COSMETOLOGY

Professional Requirements	24 hours
Hair Cutting & Shaping	175 hours
Safety & Health	26 hours
Hair Styling	245 hours
Anatomy and Physiology	15 hours
Chemical Restructuring	180 hours
Hair Analysis	10 hours
Hair Coloring & Lightening	180 hours
Hair & Scalp Disorders and Diseases	10 hours
Nail Care & Procedures	40 hours
Chemistry as Applied to Cosmetology	5 hours
Skin Care & Procedures	60 hours
Shampoos, Rinses, Conditioners & Treatments	30 hours
TOTAL HOURS	1000 hours

SCHEDULE FOR COSMETOLOGY

Hours Per Week

32.5

Days

Monday - Friday 9am to 4pm

Students have the right to withdraw from the school at anytime by giving notice of their intention, in writing, to the school director. Should the student be under 18 years of age, two letters must be made in writing to the school director, one from the student and one from the parent or legal guardian consenting to the withdrawal. The school follows the New York State-mandated Refund Policy at it pertains to the refund monies to students.

REFUND CLAUSE (TERMS)

- A. A Student who cancels within 7 days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable registration fee.
- B. Thereafter, a student will be liable for 1) the non-refundable registration fee plus 2) the cost of any textbooks or supplies accepted plus 3) tuition liability as of the student's last date of physical attendance. Tuition liability is divided by the number of terms in the program. Total tuition liability is limited to the term during which the student withdrew or was terminated, and any previous terms completed. As per Education Law 5002(3), the school catalog submitted for approval shall indicate the amount of refund due the student in the event of withdrawal.

First Term

If Termination Occurs	School may keep	Student Refund
Prior to or during the first week	0%	100%
During the second week	20%	80%
During the third week	35%	65%
During the fourth week	50%	50%
During the fifth week	70%	30%
After the fifth week	100%	0%

Subsequent Terms

If Termination Occurs	School may keep	Student Refund
During the first week	20%	80%
During the second week	35%	65%
During the third week	50%	50%
During the fourth week	70%	30%
After the fourth week	100%	0%

(c). The student refund may be more than the stated above if the accrediting agency refund policy results in a greater refund.

Although placement assistance services may be provided, the school cannot guarantee a job to any student or graduate.

Make-up work will be charged at an hourly rate of \$12.00 per hour.

- 1) Enrollment time is defined as the time elapsed between the actual starting date and the date of the student's last day of physical attendance in the school. Any monies due the applicant or student will be refunded within 45 days of formal cancellation by the student. Unofficial withdrawals shall occur when the institution determines that the student has been absent 14 consecutive days from the last date of physical attendance.
- 2) Any monies due the student, who unofficially withdraws, shall be made within 45 days of determination by the institution that the student has unofficially withdrawn without notifying the institution, or in a case of a Leave of Absence the documented date of return. Attendance is normally monitored weekly.
- 3) If a school permanently closed and no longer offered instruction after a student enrolled, the student shall be entitled to a full refund of tuition.
- 4) If a course is canceled subsequent to a student's enrollment, the student has the option to request a full refund or choose to continue the training by taking other courses offered by the school.
- 5) A student's tuition liability to the school will be calculated in accordance with the State refund clause stated above.

TUITION, FEES, & TUITION REFUND TABLES

Cosmetology 1,000 Hours

Tuition	\$11,500.00
Books	\$900.00
Non-Refundable Registration Fee	\$100.00
Total	\$12,500.00

Method of payment: cash, credit card, debit card.

Initial down payment of \$600 with weekly payments of \$200 until balance is paid

Weekly Tuition Liability Chart

Full Time Program: 1000 hours at 32.5 hours weekly for approximately 31 Weeks
2 terms total, first term being 16 weeks and second term being 15 weeks in length

Tuition	Tuition Per Term
\$11,500.00	\$5,750.00

Term 1

IF TERMINATION OCCURS	TO	%SCHOOL RETAINS	AMOUNT SCHOOL RETAINS	%STUDENT REFUND	AMOUNT STUDENT REFUND
PRIOR	TO	0%	\$0.00	100%	\$5,750.00
WEEK 1					
WEEK 2		20%	\$1,150.00	80%	\$4,600.00
WEEK 3		35%	\$2,012.50	65%	\$3,737.50
WEEK 4		50%	\$2,875.00	50%	\$2,875.00
WEEK 5		70%	\$4,025.00	30%	\$1,725.00
WEEK 6-16		100%	\$5,750.00	0%	\$0.00

Term 2

IF TERMINATION OCCURS	TO	%SCHOOL RETAINS	AMOUNT SCHOOL RETAINS	%STUDENT REFUND	AMOUNT STUDENT REFUND
PRIOR	TO	0%	\$0.00	100%	\$5,750.00
WEEK 1					
WEEK 2		20%	\$1,150.00	80%	\$4,600.00
WEEK 3		35%	\$2,012.50	65%	\$3,737.50
WEEK 4		50%	\$2,875.00	50%	\$2,875.00
WEEK 5		70%	\$4,025.00	30%	\$1,725.00
WEEK 6-16		100%	\$5,750.00	0%	\$0.00

DISCLOSURE OF CATALOG CHANGES

The student should be aware that some information in the catalog may change. It is recommended that students considering enrollment check with the school director to determine if there is any change from the information provided in the catalog. In addition, a catalog will contain information on the school's teaching personnel and courses/curricula offered. Please be advised that the State Education Department separately licenses all teaching personnel and independently approves all courses and curricula offered. Therefore, it is possible that courses/curricula listed in the school's catalog may not be approved at the time that a student enrolls in the school or the teaching personnel listed in the catalog may have changed. It is again recommended that the student check with the school director to determine if there are any changes in the courses/curricula offered or the teaching personnel listed in the catalog.

COLLEGE CREDIT- DISCLAIMER STATEMENT

Licensed private career schools offer curricula measured in clock hours, not credit hours. Certificates of completion, i.e., school diplomas, are issued to students who meet clock hour requirements. The granting of any college credit to students who participated in and/or completed a program at a licensed private career school is solely at the discretion of the institution of higher education that the student may opt to subsequently attend.

COMPLAINT PROCEDURES

Visions School of Beauty, LLC has an open door policy. Issues or concerns should immediately be shared with School staff. If the issue or concern is not resolved or the student, staff, or interested third party feels uncomfortable addressing the issue in person a formal written complaint may be submitted to the School Owner. If a resolution is not found and you want to file a formal complaint you must follow the steps below:

To file a formal complaint you must:

1. Complete Grievance form in person.
 - a. Complete all fields
 - b. Give clear detailed information / summary
 - c. Complete contact information
2. Return form and your complaint will be reviewed.
3. A Visions School of Beauty, LLC representative will contact you within five (5) business days from the date of your submission to review your complaint.
4. Records of complaints are retained according to the School's record keeping policy.

If a complainant wishes to pursue a matter, a complaint form is available at the school. If a complainant issue is not resolved at the school, the complainant can file a complaint with:

New York State Education Department Bureau of Proprietary School Supervision

Telephone Number: (212) 643-4760

E-mail: BPSS@MAIL.NY.SED.GOV

Web: www.acces.nysed.gov/bpss/

INFORMATION FOR STUDENTS – DISCLOSURE PAMPHLET

Schools are required to give this disclosure pamphlet to individuals interested in enrolling in their school.

What You Should Know about Licensed Private Schools and Registered Business Schools in New York State

What is the purpose of this pamphlet?

All prospective and enrolled students in a non-degree granting proprietary school are required to receive this pamphlet. This pamphlet provides an overview of students' rights with regard to filing a complaint against a school and accessing the tuition reimbursement fund if they are a victim of certain violations by the school.

Trade schools which are licensed by the New York State Education Department and business schools which are registered by this Department are required to meet very specific standards under the Education Law and Commissioner's Regulations. These standards are designed to help insure the educational appropriateness of the programs which schools offer. It is important for you to realize that the New York State Education Department's Bureau of Proprietary School Supervision closely monitors and regulates all non-degree granting proprietary schools. The schools are required to have their teachers meet standards in order to be licensed by the Department. Schools are also required to have their curriculum approved by the New York State Education Department every three years, thereby helping to ensure that all curriculum offered in the schools are educationally sound.

In addition, staff members of the Bureau of Proprietary School Supervision are often in the school buildings monitoring the educational programs being offered. The interest of the New York State Education Department is to ensure that the educational program being offered meets your needs and that your financial investment is protected.

The New York State Education Department's Bureau of Proprietary School Supervision wishes you success in your continued efforts to obtain the necessary skill training in order to secure meaningful employment. In addition, Bureau staff will continue to work with all the schools to help insure that a quality educational program is provided to you.

Who can file a complaint?

If you are or were a student or an employee of a Licensed Private or Registered Business School in the State of New York and you believe that the school or anyone representing the school has acted unlawfully, you have the right to file a complaint with the New York State Education Department.

What can a student or employee complain about?

You may make complaints about the conduct of the school, advertising, standards and methods of instruction, equipment, facilities, qualifications of teaching and management personnel,

enrollment agreement, methods of collecting tuition and other charges, school license or registration, school and student records, and private school agents.

How can a complaint be filed by a student or employee?

You should try to resolve your complaint directly with the school unless you believe that the school would penalize you for your complaint. Use the school's internal grievance procedure or discuss your problems with teachers, department heads, or the school director. We suggest that you do so in writing and that you keep copies of all correspondence to the school. However, the school cannot require you to do this before you file a complaint with the New York State Education Department. If you do file a complaint with the Department, please advise the Bureau of any action that you have taken to attempt to resolve your complaint.

The steps you must take to file a complaint with the New York State Education Department are:

Write to the New York State Education Department at 116 West 32nd Street, 5th Floor, New York, New York 10001, or telephone the Department at (212) 643-4760, requesting an interview for the purpose of filing a written complaint. Bring all relevant documents with you to the interview, including an enrollment agreement, financial aid application, transcripts, etc. An investigator from the Department will meet with you and go through your complaint in detail.

If you cannot come for an interview, send a letter or call the office to request a complaint form. You must complete and sign this form and mail it to the office. Please include with it copies of all relevant documents. You should keep the originals. You must file a complaint within two years after the alleged illegal conduct took place. The Bureau cannot investigate any complaint made more than two years after the date of the occurrence.

The investigator will attempt to resolve the complaint as quickly as possible and may contact you in the future with follow-up questions. You should provide all information requested as quickly as possible; delay may affect the investigation of your complaint.

When appropriate, the investigator will try to negotiate with the school informally. If the Department determines that violations of law have been committed and the school fails to take satisfactory and appropriate action then the Department may proceed with formal disciplinary charges.

What is the Tuition Reimbursement Fund?

The Tuition Reimbursement Fund is designed to protect the financial interest of students attending proprietary schools. If a school closes while you are in attendance, prior to the completion of your educational program, then you may be eligible for a refund of all tuition expenses which you have paid. If you drop out of school prior to completion and you file a complaint against the school with the State Education Department, you may be eligible to receive a tuition refund if the State Education Department is able to provide factual support that your complaint is valid and to determine that there was a violation of Education Law or the Commissioner's Regulations as specified in Section 126.17 of the Commissioner's Regulations. To file a claim to the Tuition Reimbursement Fund, you must first file a complaint with the State Education Department at the

address included in this pamphlet. The staff of the State Education Department will assist you in the preparation of a tuition reimbursement form (a sample of this form should have been provided to you upon enrollment).

What is the tuition refund and cancellation policy?

All schools must have a tuition refund and cancellation policy for each program included in the catalog and in the student enrollment agreement. Read and understand the school's policy regarding tuition refund and cancellation before you sign the enrollment agreement. If you do not understand it, or are confused by the school's explanation, get help before you sign. You may ask for assistance from the Department at the address included in this pamphlet.

What should students know about "private school agents?"

Private School Agents are employed by schools for the purpose of recruiting or enrolling students in the school; they are not school counselors. Private school agents cannot require a student to pay a placement or referral fee. Each school agent must be licensed by the New York State Education Department, must have an Agent identification card and must be a salaried employee of the school. School agents who cannot show an Agent Identification Card are breaking the law if they try to interest students in enrolling in a particular school or group of schools. The name(s) of the agent(s) who enrolled a student must appear on that student's enrollment agreement. Therefore, you should write down the name of the agent who talked to you. Each student will be required to confirm the name(s) of the agent(s) when signing the enrollment agreement. A full refund shall be made to any student recruited by an unlicensed private school agent or even by a licensed agent if there is evidence that the agent made fraudulent or improper claims. To find out if you are eligible to receive a refund, you must follow the complaint procedures included in this page.

What should students know about "grants and guaranteed student loans?"

A grant is awarded to a student based on income eligibility, and it does not need to be repaid (for example, Pell grants provided by the federal government). Guaranteed student loans are low interest loans provided under the Federal Guaranteed Student Loan Program. The decision to apply for such a loan is yours--the school cannot require that you apply for a loan. You should understand that if you pay school tuition with money loaned to you from a lender you are responsible for repaying the loan in full, with interest, in accordance with the terms of the loan agreement. A failure to repay the loan can hurt your credit rating and result in legal action against you. Even if you fail to complete your educational program, you are still responsible for repaying all of the money loaned to you. It is your right to select a lender for a guaranteed student loan. The school cannot require you to apply to a particular lender or lending institution. However, the school can recommend a lender, but if it does, the school must also provide you with a statement about your right and ability to obtain a loan from another lender and the insurance premiums charged on these loans. Read and understand all the information and applications for financial aid grants and loans before signing.

Where can students file a complaint, file a claim to the tuition reimbursement fund, or get additional information?

Contact the New York State Education Department at:

**New York State Education Department 116 West 32nd Street, 5th Floor
New York, New York 10001**

**Attention: Bureau of Proprietary School Supervision
(212) 643-4760**

This pamphlet is provided to you by the New York State Education Department (NYSED). The NYSED regulates the operation of Licensed Private Schools and Registered Business Schools/ Computer Training Facilities.