

# Berea Beauty Academy

## Student Catalog



292 Glades Road, Suite #1

Berea, Kentucky 40403

(859) 756-3581

[Bereabeautyacademy.edu](http://Bereabeautyacademy.edu)

Instagram

[Berea.beauty.academy](https://www.instagram.com/Berea.beauty.academy)

TikTok

[@bereabeautyacademy16](https://www.tiktok.com/@bereabeautyacademy16)

This catalog and all courses and programs will be taught in **English**.

**Revised January 1, 2026**

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## **Mission Statement**

To allow the work of our hands to embrace, encourage and inspire the beauty and betterment of those we encounter throughout their education and career.

## **Objective Statement**

To have students successfully pass their licensure exams, find gainful employment in the beauty industry, to create a culture of excellence, prepare students for rewarding careers, and inspire students to achieve their career goals in the beauty industry.

## **Admissions**

1. Have successfully completed high school or its equivalent as evidenced by any of the items on the following non-exhaustive list: copy of diploma, copy of GED certificate, copy of a transcript showing high school completion date, or a certificate of attainment (only applicable to non-Title IV recipients), proof of attainment of an associate degree or higher by providing a copy of a college transcript showing college degree; or evidence of completion of home schooling that state law treats as a home or private school. Foreign diploma's must be verified by an outside agency that is qualified to translate documents into English and confirm the academic equivalence to a U.S. high school diploma. If enrolled under a training agreement with a government agency, school district, and/or other entity, meet the admission requirements set out in the training agreement and/or applicable state licensing or certification regulations.

***Berea Beauty Academy does not accept Ability-To-Benefit (ATB) students.***

2. Complete the Application, pay the \$50.00 non-refundable application fee (not included in the tuition fee)
  3. Tour the school and interview (this process may be waived for students who are re-enrolling or a graduate returning for a different program).
  4. Provide additional enrollment requirements:
    - a. Submit current 2 x 2 photo
    - b. Proof that the prospective student is at least 17 years old by copy of official government ID (Passport, Driver's License or Birth Certificate).
- Apprentice Instructor enrollees must hold a current and active Kentucky cosmetology license that they have had for 1 year and provide all other required admission documentation listed above.

## **Transfer Hours - Transfer In/Out**

Berea Beauty Academy accepts transfer students and may accept up to # 1000 hours required for licensure but reserves the right to deny transfer hours from another institution for any reason. Berea Beauty Academy does not recruit students enrolled at other institutions in the same program. The transferability of hours you earn at Berea Beauty Academy is at the complete discretion of that school or institution to which you may seek to transfer. If the hours that students earn at Berea Beauty Academy are not accepted at the school or institution to which you seek to transfer, you may be required to repeat some or all your course work. Berea Beauty Academy does not accept transfer students in the Apprentice Instructor program.

To transfer hours based on prior enrollment at another institution that is outside of the State of Kentucky, the hours must be approved by the Kentucky State Board of Cosmetology. Kentucky school students must submit transcripts from the previous school for proof of hours. The transcript must include a list of detailed hours. This information must be received by the institution before an enrollment determination is made. Transfer students are responsible for fulfilling all applicable admissions and state requirements. The institution reserves the right to deny transfer hours from the other school. Students will be charged at the current rate of tuition per hour, \$12.00 per hour, for the number of hours contracted at this institution.

### **Re-entry of Berea Beauty Academy Students**

Students may re-enroll at the sole discretion of Berea Beauty Academy. Any student who wishes to re-enroll must complete the following:

1. Meet all admission requirements
2. Be current on all outstanding debts with the school or make satisfactory payment arrangements, previous balances owed may be applied to the new agreement balance.

Prior clock hours may be evaluated prior to readmission and may or may not be approved. The school's Director or other designated administrator will make a final decision on a student's re-enrollment and is based on education, schedule, and space availability.

Berea Beauty Academy reserves the right to deny readmission following termination or withdrawal for any reason. If readmission is granted, the applicant will be required to sign a new enrollment agreement and may be required to pay additional tuition, books, supplies and equipment costs. If a student withdraws and has been charged 100% of the agreement price, a student in good standing (financial, academic, and behavioral) may be eligible to return to the course during the following month without any additional tuition costs. If a student withdraws and has been charged less than 100% of their agreement, the student may be eligible to return to the course and may incur additional tuition costs.

### **Student Orientation**

All incoming students will receive an orientation either prior to the beginning of school or on the first day of school. This orientation is required for all incoming students and will discuss our mission, values, student policies, curriculum, program process and expectations, personnel introductions, grading, Satisfactory Academic Progress (SAP), attendance requirements and all other pre-enrollment requirements.

### **Facilities**

Berea Beauty Academy is the ideal setting for your professional education. The facility is approximately 3000+ square feet of educational space. The institution provides a student salon patron service clinic, as well as theory and practical learning areas for our programs. The facility also consists of Administrative Offices as well as storerooms for chemicals, restrooms, and lobby areas.

### **Contract Costs, Extra Charges, Payment Terms and Payment Agreements**

Students and sponsors (if applicable) agree to pay the school the tuition and fees for the program selected according to the approved payment plan stated below. The school may, at its option and without notice, prevent students from attending class until any applicable unpaid balance of payments are satisfied. Berea Beauty Academy will charge additional tuition for hours remaining after the original contract end date at the flat rate of \$12.00 per hour for the Cosmetology and/or the Apprentice Instructor programs. The total amount due for additional charges required for program completion, will be payable in advance prior to being able to continue with your program. Any student going over contract will be required to enter into another enrollment agreement for outstanding hours remaining. Students completing the program are provided with one official transcript. The school may charge a \$25.00 transcript fee for any additional transcript requests. The school will charge an application fee for students enrolling or transferring to the school of \$50.00. Berea Beauty Academy charges a registration fee of \$100.00 for students enrolling or transferring to the school. The school will charge a termination fee of \$150.00 to the student who wishes to withdraw early from the program. A re-entry fee will be charged to the students who have withdrawn and wish to re-enter more than 90 days (about 3 months) after termination of \$150.00. The tuition rates current at the time of re-entry will apply to the balance of training hours needed for students who re-enroll more than 30 days (about 4 and a half weeks) after the formal withdrawal date unless mitigating circumstances apply. Methods of payment include full payment at time of signing the Enrollment Agreement, registration fee paid at the time of signing agreement with balance paid prior to start date or through an approved payment plan as stated in the Enrollment Agreement. Payments may be made by cash, check, money order, credit card, through federal or non-federal agencies or outside loan programs, if applicable. If a check is rendered for payment and then returned by the bank for non-sufficient funds (NSF) there will be a \$25.00

NSF fee charged per check. Students are responsible for paying the total tuition and fees and for repaying applicable loans if any, plus interest.

**Other Costs:**

Additional Hourly Tuition Rate:	\$ 12.00 per hour	Termination Fee:	\$150.00
Additional Transcript Fee:	\$ 25.00	Re-entry Fee:	\$150.00
Application Fee:	\$ 50.00	NSF Fee:	\$ 25.00 per check
Subsequent Schedule Change Fee:	\$ 25.00		

**Distance Education Policy**

Distance Education will not be utilized as a method of delivery of clinical instruction in which the student is to perform practical applications on a live model and/or client. The interaction with the instructor will be validated by regular measurable participation (clock hour, credit hour, or competency based) in the academic programs. Participation will be documented within a log of all student activity comprised of (at a minimum) a record of regular and substantive interaction between student(s) and instructor(s), as described below:

1. Substantive interaction for distance education learning activities is engaging students in teaching, learning, and assessment and must include two (2) of the following at a minimum:
  - a. Providing direct instruction
  - b. Assessing or providing feedback on student’s distance education coursework
  - c. Providing information or responding to questions about the content of distance education coursework
  - d. Facilitating a group discussion regarding the content of distance education coursework
2. Regular interaction for distance education learning activities between a student and an instructor must include the following:
  - a. Providing the opportunity for substantive interactions with the student on a scheduled basis
  - b. Monitoring the student’s academic engagement and ensuring the instructor is responsible for substantive interaction
3. Distance Education delivered asynchronously must be validated to measure actual student “seat time” for clock hour programs.

A Distance Education Assessment of student performance will be conducted on campus by a qualified instructor at least once monthly with respect to any distance education completed within the preceding month. Upon completion of all curriculum requirements, the student must pass a comprehensive Academic and Practical final exam (which shall be administered on campus) to include any applicable competencies required by the State licensure agency prior to graduation from the program. All transcripts or other documents, (official or unofficial), listing academic attainment received will identify the distance education component. Prior to enrollment, students are provided with a disclaimer that academic achievement earned via distance education may not be accepted for reciprocity or eligible for licensure in other states. A signed and dated copy of this disclosure will be found in the student file.

**Programs**

**Cosmetology Program**

Applicable Full Time and Part Time

Program Hours: 1500	Full Time Hours Per Week: 32	Part Time Hours Per Week: 24
*Registration Fee (Misc.):	\$ 100.00	
Application Fee:	\$ 50.00	
*Student License Fee (Misc.):	\$ 26.00	
Lab Fee:	\$ 350.00	
Uniforms:	\$ 95.00	
Books:	\$ 430.00	
Kit/ Supplies:	\$ 1,049.00	
Tuition:	\$16,700.00	Total Cost of Program: \$18,800.00

### **Apprentice Instructor Program**

Applicable Full Time

Program Hours: 750      Full Time Hours Per Week: 32

\*Registration Fee (Misc.):      \$ 100.00

Application Fee:      \$ 50.00

\*Student License Fee (Misc.):      \$ 26.00

Uniforms:      \$ 95.00

Books:      \$ 601.00

Kit/Supplies:      \$ 350.00

Tuition:      \$5,000.00

Total Cost of Program: \$6,222.00

*\*The Registration and Student License Fee are listed as Miscellaneous Fees on the Enrollment Agreement*

### **Course Outlines**

Course Name: **Cosmetology**

Course Description: Students will be receiving training in the art and science of Cosmetology.

Course Level: Basic

Course Length: 1500 hours

Program Length in Weeks: 47 Weeks Full Time/ 66 Weeks Part Time

Instruction Method:

The course will use lectures, demonstrations, and student participation. Students will demonstrate their competencies in cosmetology theory and practice through mannequin repetitions and clinical activities (practical work). Instruction will be supplemented with visual aids, student exercises, student presentation and other instructional techniques.

Course Objective:

Train/guide/facilitate the student for entry-level employment in their chosen field of training. Positions could vary such as stylist, nail technician, skincare specialist, platform artist, colorist, sales representative, instructor, salon owner, nail salon owner and/or skin care owner.

Grading procedures:

Class attendance and participation are mandatory. Students are required to be prepared for class with a textbook, notebook, pen or pencil, assignments, and any additional items assigned. Students are graded in the areas of academic and practical learning experiences. All academic learning shall be measured and assessed through tests, assignments, and quizzes. Practical learning is assessed through hands-on completion of all assigned work. All areas are graded using the school's grading scale.

Berea Beauty Academy does not utilize distance learning in this area of training.

All programs are instructed in English.

Grading Scale:

<b>Grade</b>	<b>Definition</b>	<b>Percentage</b>
A	Excellent	90-100%
B	Very Good	80-90%
C	Passing	70-79%
D	Unsatisfactory	60-69%
F	Failing	Less than 60%

Course Reference/ Instructional Materials:

Textbook/ Workbook/ Test Review Book: Milady

ISBN #: 9781337199940

Copyright: Cengage Learning

Other Resources: Berea Beauty Academy utilizes many resources in the training of theory and practicality, such as streaming components by various colors, styling and techniques by various artists and educators/ educational companies. As well as facilitating demonstrations by color, styling, and technical artists.

Course Content:

Orientation:	1.5
Basics:	128.0
History & Career Opportunities, Life Skills, Professional Image, Communications	
General Sciences:	180.0
Infection Control, General Anatomy and Physiology, Skin Structure, Growth & Nutrition, Skin Disorders & Diseases, Properties of the Hair & Scalp, Basic Chemistry, Basic Electricity	
Hair Care:	340.0
Principles of Hair Design, Scalp Care, Shampooing, Conditioning, Hair Cutting, Hair Styling, Braiding, Braiding Extensions, Wig and Hair Additions, Chemical Texture Services, Hair Coloring	
Skin Care:	180.0
Hair Removal, Facials, Facial Makeup, Application of Artificial Eyelashes	
Nails:	150.0
Manicuring, Pedicuring, Nail Tips and Wraps, Monomer Liquid and Polymer Powder Nail Enhancements, Light Cured Gels, Nail Structure and Growth, Nail Diseases and Disorders	
Business Skills:	147.0
Preparation for Licensure and Employment, On the Job Professionalism, Salon Business	
State Board Law	40.0
Theory:	333.5
Total program hours:	1500

Course Name: **Apprentice Instructor**

Course Description: Student will receive training in the art and sciences of Apprentice Instructor (Educator) Program

Course Level: Basic

Course Length: 750 hours

Program Length in Weeks: 24 Weeks Full Time

Instruction Method:

The course will use lectures, demonstrations, and student participation. Students will demonstrate their competencies in Apprentice Instructor theory and practice through mannequin repetitions and clinical (practical) activities, Instruction will be supplemented with visual aids, student exercises, student presentations and other instructional techniques.

Course Objective:

Train/guide/facilitate the student for entry-level employment in their chosen field of training. Positions could vary such as stylist, nail technician, skincare specialist, platform artist, colorists, sales representative, instructor, salon owner, nail salon owner, and/ or skincare owner.

Grading Procedures:

Class attendance and participation are mandatory. Students are required to be prepared for class with a textbook, notebook, pen or pencil, assignments, and any additional items assigned. Students are graded in the areas of academic and practical learning experiences. All academic learning shall be measured and assessed through tests, assignments, and quizzes. Practical learning is assessed through hands-on completion of all assigned work. All areas are graded using the school's grading scale.

Berea Beauty Academy may utilize distance education in this area of training.

All programs are instructed in English.

Grading Scale:

Grade	Definition	Percentage
A	Excellent	90-100%
B	Very Good	80-90%
C	Passing	70-79%
D	Unsatisfactory	60-69%
F	Failing	Less than 60%

Course Reference/ Instruction Materials:

Textbook/ Test Review Book: Milady

ISBN #: 9781337786867

Online Resource(optional):

ISBN #: 9781337786867

Copyright: Cengage Learning

Other Resources: Berea Beauty Academy utilizes many resources in training in theory and practicality, such as streaming components by various colors, styling and techniques by various artists, educators, and educational companies. As well as facilitating demonstrations by various color, styling, and technical artists.

Course Content:

Orientation:	1.5
Theory:	323.5
Psychology and Student Training:	30.0
Introduction to Teaching:	15.0
Good Grooming and Professional Development:	30.0
Course Outlining and Development:	45.0
Lesson Planning:	40.0
Teaching Techniques:	60.0
Teaching Aids, Audio-Visual Techniques:	5.0
Demonstration Techniques:	20.0
Examinations and Analysis:	20.0
Classroom Management:	55.0
Recordkeeping:	20.0
Teaching Observation/ Teacher Assistant:	55.0
Pupil Teaching (practice teaching):	30.0
Total Program Hours:	750.0

**Graduation Requirements:**

1. Complete the required number of hours of training in your specific program with the required minimum grade point average and attendance rates.
2. Satisfactorily complete and pass all required quizzes, projects, and both written and practical exams.
3. Pay all outstanding tuition and or any outstanding financial balance to the school. ***\*\*\*Please note that you will not be considered as a graduate, your diploma and transcripts will not be released to you for state board filing until all financial obligations have been paid. Until such time you will be deemed completed but not graduated.***
4. Maintain compliance with all school requirements.
5. Complete required graduation paperwork and documents.
6. Complete exit/graduate counseling for financial aid/student loans (if applicable).
7. Make satisfactory payment of all debts owed to school or payment arrangements.

Once a student has met all graduation requirements, he or she will receive a **Graduation Diploma and Official Final Transcript** and be considered a graduate of **Berea Beauty Academy**.

After graduation requirements are met, the student must sit for and pass the applicable Kentucky State Board of Cosmetology licensing examinations, theory and practical. The Kentucky State Board of Cosmetology licensing examinations require that an applicant satisfy the following requirements for licensure:

1. Cosmetology students pass the theory and practical examinations with a minimum score of 70%.
2. Apprentice Instructor students pass the theory and practical examinations with a minimum score of 80%.
3. Pay the applicable fees for the examinations. (not included in school fees or tuition).
4. Pay the applicable fees for licensure after successfully passing both examinations.

**\*All passing exam scores shall be valid for six (6) months from completion per 201 KAR 12:030. Licensing and examinations.**

**Employment/ Placement Assistance:**

Berea Beauty Academy offers academic and graduate employment advice to students. The school *does not guarantee* employment but does assist through an internal job board, recommendation, referral, internal/external career days and by continuing local relationships with salons and other beauty related employers.

**School Calendar**

Academic year: The school operates year-round with scheduled holiday observances and or school closings. Schedules may vary by program and or change based on changes in enrollment, staffing or as needed to maintain educational quality. Berea Beauty Academy follows the Madison County school system for weather closures only to ensure the safety of our student body and staff. Berea Beauty Academy observes the following holidays and school closings:

**2026**

Martin Luther King Day	January 19, 2026
Washington’s Birthday	February 16, 2026
Spring Break/ Good Friday/ Easter	April 6 - 9, 2026
Memorial Day	May 25, 2026
*Juneteenth	June 19, 2026
Summer Break/ Independence Day	July 1 - 31, 2026
Labor Day	September 7, 2026
*Constitution Day	September 18, 2026
Fall Break	October 5 - 9, 2026
*Veteran’s Day	November 11, 2026
Thanksgiving Break	November 25 - 27, 2026
Christmas/ New Year’s Break	December 19, 2026 – January 1, 2027

\*Juneteenth, Constitution Day and Veteran’s Day are all in session holidays

**2027**

Martin Luther King Day	January 18, 2027
Washington’s Birthday	February 15, 2027
Spring Break/ Good Friday/ Easter	March 29 - April 2, 2027
Memorial Day	May 31, 2027
*Juneteenth	June 19, 2026
Summer Break/ Independence Day	July 1 – 31, 2027
Labor Day	September 6, 2027
*Constitution Day	September 18, 2027
Fall Break	October 11 - 14, 2027
*Veteran’s Day	November 11, 2027
Thanksgiving Break	November 24 – 26, 2027
Christmas/ New Year’s Break	December 23, 2027 – January 7, 2028

\*Juneteenth, Constitution Day and Veteran’s Day are all in session holidays

### **Berea Beauty Academy has the following start dates for 2026:**

New students will have a start date of the first Monday or Tuesday of each month, depending on full-time or part-time schedule, with the exception of July and December. There will be no new starts in July due to Summer Break and no new starts in December due to Christmas/New Year's Break.

\*\*\*Berea Beauty Academy will postpone a start date whenever it may be necessary due to staff, scheduling or enrollment.

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

The institution does not discriminate in any manner in its admission, instruction, and/or graduation policies, employment, educational programs, and activities based on sex, race, color, age, ethnicity, origin of birth, religion, creed, sexual orientation, gender identity, disability, marital status, or any other basis prohibited by the federal and state laws.

### **Students with Disabilities:**

Berea Beauty Academy will provide reasonable accommodations for documented disabilities of individuals who meet the institution's admission requirements and who are able to fully participate in the program. If you require accommodation, please contact the director or manager.

Individuals with disabilities are entitled to a reasonable accommodation to ensure that they have full and equal access to the institution's educational resources, consistent with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Section 504, and the Americans with Disabilities Act (42 U.S.C. 12182) (ADA), their related statutes and regulations, and corresponding state and local laws. Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance. The ADA prohibits a place of public accommodations from discrimination based on disability. Individuals with disabilities wishing to request accommodation must contact the ADA Compliance Coordinator. A disclosure of disability or a request for accommodation made to any staff, faculty, or personnel other than the ADA Compliance Coordinator will not be treated as a request for accommodation. However, if a student discloses a disability to such an individual, he or she is requested to direct the student to the ADA Compliance Coordinator. Upon request, the ADA Coordinator/ Designated School Officer will provide the student or applicant with a Request for Accommodation Form.

### **Physical Demands:**

The institution educates students on the following physical demands essential to the beauty industry. Students must be able to perform these demands, with or without reasonable accommodations (as appropriate), to participate in the program and become a graduate. Students must understand that as a part of the program, there may be other necessary physical and safety requirements. If you require reasonable accommodation to perform these demands, you must direct written requests with documentation to the manager prior to enrollment. Cosmetologists, Nail Technicians, Skin Care Professionals, and Instructors can expect to stand for prolonged periods. Since so many of their activities involve the use of arms and hands, professionals should take steps to ensure proper physical conditioning and rest periods.

Some products used in the cosmetology industry may cause an allergic reaction, if you have encountered allergic reactions or are concerned about a reaction, you should consult with your physician. In addition, the profession requires that you work with sharp and/or hot instruments which could cause injury. During instruction, students will be educated on how to work with instruments and the procedure for conditions in which blood may become present and how to handle those situations safely and sanitarly.

To ensure continued success, students will need to continue to learn new and current information related to skills, trends, and methods for career development in Cosmetology and related fields. Students will be required to stand for extended periods of time and perform precise work with arms and hands in a raised manner. Students must be able to interact with clients and staff. Students must have the ability to maintain work areas and sanitize all implements, towels, and sheets that may have been used during a service. Individuals who want to become cosmetologists must have finger and wrist dexterity, range of motion for their arms and backs in several of the professions, a sense of form and artistry. All should enjoy dealing with people and can utilize basic analytical skills to determine safe and proper use of implements and or tools, products, disinfection specifications, and be able to follow patrons' instructions.

Students must have the skills to learn and be able to perform the following:

1. Evaluate, wet, shampoo, comb, sculpt, cut, braid, and dry the clients' hair and/or scalp.
2. Evaluate, clean, file, buff, clip, massage, and apply polish to a clients' nails.
3. Evaluate a client's hair color to determine a course of action to achieve the desired results.
4. Evaluate, apply product, and massage a client's face, hands, arms, feet, and leg below the knee.
5. Evaluate, test temperature, apply, and remove wax.
6. Evaluate and apply product and makeup to a client's face.
7. Evaluate client's skin and nails.

### **Student's Right of Access/ Student's Right to Privacy:**

The institution complies with the Family Educational Rights and Privacy Act of 1974 (FERPA). All students' records are confidential. Students and parents or guardians of dependent minor students who are in regular attendance at the institution have the right to inspect and review the students' education and attendance. Students or guardians of a dependent minor student may inspect and review their education records upon request to the designated school official. Students or guardians of a dependent minor student should complete the Request to Review Records/ Release of Student Information each time the student or guardian needs to access personal student information, which is available in the designated school official's office, identifying as precisely as possible the records they wish to inspect. The designated school officials will arrange for access as promptly as possible and will notify the student or guardian of a dependent student of the time and place where the records may be inspected and/or copied. Access will be allowed no more than 45 after receipt of the written request. When a record contains information about more than one student, the student or guardian of a dependent minor student may inspect and review only the records that relate to him/her.

A student or guardian of a dependent minor student who believes that information contained in the education records is inaccurate, misleading, or in violation of their privacy right may request in writing that the records be amended. Students or guardians of a dependent minor student may file complaints regarding alleged failure to comply with FERPA with The Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue SW, Washington, DC 20202-5920, (800) 872-5327.

### **Scholarship/ Fee/ Waiver Programs:**

Berea Beauty Academy does not offer any scholarships at this time, Fees are designated in the catalog under Contract Costs as well as Program Costs, there are no fees in addition to the fees stated and outlined. However, during presentations, such as hair supply companies, vendors, etc., the student is awarded the opportunity to purchase tools, materials, etc., but it is not a requirement to do so. A waiver may be utilized at Berea Beauty Academy upon entry or withdrawal relating to costs/fees and/or tuition and is at the complete discretion of the school owners to do so.

### **Personal Counseling Services/Agencies:**

Berea Beauty Academy does not have personal counselors on-site. This list below are available resources that a student can refer to for the service needed. (list of hyperlinks for counseling and emergency services)

### **Owners & Agency Affiliations of/for Berea Beauty Academy**

#### **Owners:**

Randy & Judy Lake

#### **Agency Affiliations:**

School licensing:

Kentucky Board of Cosmetology

1049 US HWY 127 Annex # 2

Frankfort, Kentucky 40601

(502)-564-4262

[www.kbc.ky.gov](http://www.kbc.ky.gov)

Accrediting Agency:

NACCAS

3015 Colvin Street

Alexandria, Virginia 22314

(703) 600-7600

[www.naccas.org](http://www.naccas.org)

U.S. Department of Education Regional Office  
61 Forsyth St. SW  
Suite 19T40  
Atlanta, Georgia 30303  
(404)-974-9450

Berea Beauty Academy is nationally accredited by National Accrediting Commission of Career Arts & Sciences, Inc (NACCAS). Currently, accreditation is on probation. The National Accrediting Commission of Career Arts & Sciences, Inc (NACCAS) is recognized by the United States Department of Education as a national accrediting agency for postsecondary schools and departments of cosmetology arts and sciences, and massage therapy, including those offered via Distance Education.

### **Student Services:**

Emergency 911

Suicide and Crisis Lifeline: 988

Federal Student Aid Hotline: (800) 433-3243

Poison Control Center: (800) 222-1222

National Suicide Prevention: (800) 273-8255

National Response Center (chemical spills): (800) 424-8802

Kentucky Career Center: (859) 626-9120

National Center for Missing and Exploited Children: (800) 752-6200

National Domestic Violence Hotline: (800) 799-7233

Kentucky State Police: (859) 623-2404

Kentucky State Child Abuse Hotline: (877) 597-2331

Madison County Health Department: (859) 986-1192

Berea Police Department: (859) 986-8456

Berea Fire Department: (859) 986-2898

### **Student Advising and Guidance:**

Students are routinely advised on attendance and academics as per the institution's Satisfactory Academic Progress policy. Referrals to outside agencies are recommended when the institution finds that the student needs professional assistance in areas such as childcare, transportation, housing, or family, financial, or legal advice. Students have access to community resource information which lists local agencies that offer professional assistance.

The institution provides academic and career advice to all students including professionalism, resume development, interview preparation, and job search skills. The faculty and staff are available by appointment or informally to meet with students to discuss any obstacle that may be of any concern. Additionally, student advising takes place during Satisfactory Academic Progress (SAP) evaluations.

The institution actively posts potential job offers on the in-house communication board and continually works to establish relationships with potential employers. In addition, the institution students access Beauty Jobs and Careers or <http://www.indeed.com> to search for employment opportunities.

If at any time you need further assistance with employment, placement, or otherwise, please contact one of the faculty and/or staff. However, the institution does not guarantee employment to any student.

### **Career Opportunities & Occupational Information:**

There are many opportunities open to licensed cosmetologists, instructors, estheticians, and manicurists. The institution prepares all graduates for the licensing exam and entry-level positions in hair studios, spa salons, and destination spas. Additional industry experience could lead to employment as a manufacturer sales/educator, a

distributor sales consultant, and in admissions or financial aid in cosmetology schools. Additional licenses are usually required to become an instructor in a school of cosmetology arts and sciences.

The U.S. Department of Labor provides current job information at <http://carrerinfonet.org>. This website includes information by job positions to include state and national wages, occupation profiles/descriptions, state & national trends, knowledge, skills, and abilities needed for each position. As reported by the U.S. Department of Labor Bureau of Labor Statistics.

<http://www.bls.gov/ooh/occupation-finder.htm?pay=&education=Postsecondary+nondegree+award&training=None&newjobs=&growth=&submit=GO>

### **O\*NET Resource Center:**

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

### **IPED Statistics:**

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

### **Personal Information, Records, Updates & Changes:**

Unless otherwise required by law or as required for any accreditation process (NACCAS), Kentucky Board of Cosmetology or Department of Education process initiated by this institution, no information will be released to any party without written authorization, for each request, from a student (or parent/guardian in the case of a dependent minor), to release academic, attendance, enrollment status, financial, and/or any other information to agencies, prospective employers, or any other party seeking information about the student. Students and parents or guardians of dependent minor students may deny authority to publish "directory information" such as name, address, phone number, etc.

Academic records are safely retained at the institution under lock and key. Records including student attendance and grades are locked up and secure. Records of academic progress (SAP) are furnished to the student when evaluated. One transcript is provided to the student upon graduation and fulfillment of debt owed to the school. Student records will be provided to potential employers only after receiving a written request, which has been made by the individual student.

In the event a student moves or updates an ID due to a move, name change, etc., that information will need to be updated in the student file and it is the responsibility of the student to see that the correct information is provided to keep in file.

**Student records are maintained for a minimum of six (6) years.**

### **Schedule Changes, Transcripts:**

A student is permitted one schedule change throughout the duration of a program. Subsequent schedule changes will cost \$25.00 per change. In the event of a schedule change by the institution, due to staff, weather, national disaster or pandemic, an addendum will be added to the student's contract at no charge. The addendum will be equivalent to the time that would have been attained. The institution reserves the right to change the established schedules; in the event it becomes necessary. Students will be notified in advance, situation permitting, should such circumstances arise.

A final transcript is issued upon graduation, and additional transcripts are available for \$25.00 per transcript.

## **Student Policies:**

**Grounds for Termination:** The institution may terminate a student from the school for violation of any school policies, state laws and regulations, destruction of school or student property, violation of the school's substance abuse policy, theft of school or student property, threats to any employee, student or client of Berea Beauty Academy, non-adherence to the school's social media policy and all other infractions that occur where the school administration, director or owner deems severe enough to qualify for termination and or permanent expulsion from the school. Students terminated will have to be approved by the school director/owner for re-entry eligibility. Terminated students will be assessed a \$150 administration fee.

**Zero Tolerance Policy:** If a student violates any rules and policies stated in the institution's catalog or violates the conditions of their enrollment contract, termination may occur depending on the severity.

**Tardiness Policy:** Each student is important at Berea Beauty Academy. Regular attendance is essential to the successful performance of each of our program's and is especially important in the development of our future leaders in the Beauty and Wellness industry. Tardiness is considered unexcused time, as it is deemed unprofessional behavior. All tardy hours are calculated as the total allowable absence hours. All students are expected to be in their appropriate room, clocked in and ready to study at their starting time and remain in the classroom and/ or on the campus until their regular scheduled quitting time, except when clocked out for lunch break. Students not physically present in the class, per their class start time, are considered tardy and will not be permitted entry until the first break time, 10:00 am, if arrival time is after first break, the student will not be permitted to enter until 11:30 am. This is being done to ensure that the students in attendance can learn without interruption or interference of theory time. Student attendance is monitored closely so that students maintain satisfactory progress. Failure to maintain the assigned class schedule may cause a student to be placed on probation, possibly resulting in the discontinuance of funding. Students should notify the institution before the scheduled start time of their class if they are going to be late for school.

**Attendance/Absence:** Students must notify the institution if they are unable to attend school for the day. Students should make the institution aware of the reason for the absence when they expect to return. Excused and unexcused absences do not apply to the institution. Students are required to make up all assignments and clock hours missed to meet the institution's graduation requirements. In the event of an extended absence the student may request a LOA (Leave of Absence). If the student is sick, it is in the best interest of the student population for the student to stay home. In the event of a positive Covid test, the student must take off the recommended amount of time necessary so as not to cause illness to any other staff, students, or the public. If a student leaves early from school, they are expected to clock out when they leave. If a student is clocked in and cannot be found on the premises of the school by the staff for a reasonable period of time, they will not get credit for any hours on that day from that point.

Hours are attained monthly throughout the duration of the program; the student can expect to get a report of those hours attained by the 10<sup>th</sup> of the following month.

## **Conduct, Professional Standards, Rules, Dress Code, Social Media, Disparagement:**

1. You are a student attending the institution. You are not considered an employee of the institution.
2. Professional conduct is the only level of conduct we will accept from our students. The student is required to treat instructors, clients and fellow students with professional courtesy and respect and awareness always. The institution does not tolerate any unprofessional behavior. Such behavior including lack of professional demeanor, stealing, willful destruction of property, refusal of clinic work, disobedience, or disrespect towards clients, another student, an administrator, faculty or staff member, unethical conduct in regard to cheating, plagiarism (taking someone's work and passing it off as your own), copyright infringement, falsification or misrepresentation of material information in any records, financial documents or sign in sheets, time records, whether inadvertent or deliberate.
3. Make-up work will be assigned by way of oral, written, or practical assignment, depending on the judgment of the instructors as to which type of assignments would best benefit the student. Students may have to complete more than one assignment to meet their requirements. Required assignments and or exams that are not made-up within 14 days (about 2 weeks) from the original assignment, except in cases of LOA's or other extenuating circumstances, may result in the student's being dropped from the program.
4. NO unauthorized use of recording devices is permitted. No audio or video recordings may be made without the expressed permission of the institutional director.

5. Food and beverages may only be consumed in the student's lunch area and are NOT permitted on the clinical floor.
6. No smoking will be allowed in the building at any time. Smoking is permitted in designated areas only, which are behind the building. This policy is for the health and safety of all students and staff.
7. The institution has emergency response and evacuation procedures in place. Evacuation routes are posted throughout the facility.
8. The institution does not require vaccinations.
9. The institution has a zero-tolerance policy regarding activities creating a safety hazard to other persons at the institution including, but not limited to, bullying, cyber bullying, verbal abuse, sexual harassment, threats of violence, defamation of character, possession of and or use of drugs, alcohol, or weapons, including mace or pepper spray on institutional premises or at institutional related events or outings. Information regarding drug and alcohol abuse prevention is available to students through our list of resources. Additional information can be made available upon request to any faculty or staff member regarding resources, outreach facilities, counseling or other.
10. Detailed procedures and optional best practices are outlined in rubrics given and other documents issued to the students prior to clinical and practice work.
11. Violation of rules and regulations can result in termination from the program.
12. All students must ask for an instructor to check all services performed on the clinical floor.
13. Students cannot guarantee any result from a service.
14. Students will not be permitted to do any clinical work involving chemicals on the public until the completion of 250 hours.
15. Phones may not be in use in the classroom except in the event of an emergency or they are being utilized in the lesson.
16. There are duties assigned to each student. These duties are to be completed every day when the student is in attendance. In the event the duties are not done, refusal of completion will result in the student not being permitted to have clinical services performed on themselves until compliance is met.

**Conduct:**

- Students will arrive ready for class or clinical assignments in dress code, hair and makeup done and with all materials, books, tools, and equipment needed for that day. Any student not complying with these requirements will not be allowed to clock in, will be clocked out and will be given the opportunity to return to school when in compliance.
- Cell phones will be permitted in class for educational purposes only.
- Sanitation duties are part of the training program and will be assigned to all students.
- Inappropriate language and/ or discussions are not permitted.
- Any students who refuse a clinic floor service ticket will be clocked out.
- Any students who are disruptive in class or on the clinic floor will be clocked out.
- Any students found to be falsifying hours will not be tolerated. All falsified time will be taken away.
- Any student who impedes the school's ability to conduct business on the clinic floor or exerts a negative influence or behavior concerning the institution, any current, former, or prospective student(s), intentionally or unintentionally, depending on the seriousness of the offense may be terminated.
- Disrespect toward another person, instructor or staff member may lead to termination.
- Verbal threats and/ or physical assault to any person on school property, inside or outside of the facility, may result in immediate termination.
- Stealing, cheating, possession of concealed weapons, defacing or damaging student or school equipment will result in termination and require monetary restitution.
- Once the student has been scheduled on the clinic floor, they must call off school if they will not be attending that clinical day.

**Alcohol and Drug Prevention:** The institution supports and endorses the Federal Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989. The unlawful manufacture, distribution, dispersion, possession or use of a controlled substance or abuse of alcohol by anyone on the school's premises or as a part of a school activity is prohibited. Students taking prescribed or over-the-counter medication which may affect functioning should inform a school representative or official.

If a final determination is made that any student enrolled in the school is found to be abusing alcohol or using, possessing, manufacturing, or distributing controlled substances in violation of the law on school property or at any

school events, they shall be subject to, at a minimum, the referral to counseling and automatic and immediate suspension or dismissal from school. The school's-imposed actions are additional to any legal actions taken by local, state, or federal authorities.

**Dress Code:** All students are required to wear black or grey scrub bottoms and school T-shirts as uniforms. You are permitted to wear hair or industry affiliated shirts as well; however, they are required to not contain any vulgarity or offensive material or language. Sweaters, hoodies, and jackets must be black or grey as well. You are permitted to wear any shoes of your choice if they are closed-toed. **NO OPEN-TOED SHOES ARE PERMITTED.**

In an effort to have all students present a consistent and professional appearance the following policy is to be followed:

1. Students are required to wear school uniforms on Monday, Tuesday and Wednesday.
2. Students are permitted to dress professionally on Thursday, full client day.
3. Student dress code must always be followed during school hours, while on school premises or at school sponsored events.
4. Students who do not adhere to the school's dress code must clock out and leave the school's premises or school sponsored event until they are in compliance with the student dress code.
5. All hairstyling, makeup and facial hair must be professional and complete prior to class start time.
6. Clothing must be neat and clean. Excessive wear (holes, frayed hems, stains, etc.), unprofessional language or images, logo-wear other than school designated wear or other unprofessional clothing is prohibited.
7. No skin or undergarments may be visible between the shirt, pants, or skirt (tops and bottoms). Abdomens, armpits, bottoms, shoulders, cleavage, lingerie, and undergarments must be always covered.
8. Hands and fingernails must be clean, and students should maintain fingernail lengths appropriate for the career they have chosen.

**Non-disparagement Policy:** Students of the institution acknowledge and agree that disparagement refers to negative remarks about the institution, its students, employees, and associates, which are made maliciously and or recklessly about those individuals and/or entities. The availability of social media (Facebook, Twitter, Instagram, TikTok, Snapchat, Etc.) carries the responsibility to use those forums of communication with integrity in networking for employment and or social interaction; therefore, students shall refrain from making any public statements, through social media or otherwise, about the institution and or other students, former students, instructors, staff, owners, employees, or staff members of the institution. **VIOLATION OR NON-COMPLIANCE WITH THIS POLICY WILL RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE TERMINATION FROM THIS INSTITUTION AND NOT ELIMINATING LEGAL RAMIFICATION IF NECESSARY.**

#### **Time Clocks and Clock Hours:**

All students and employees are required to use the barometric clock for each and every punch in and out punch at the start/end of day as well as for start/end of break times. Anyone leaving the facility is required to clock out before vacating the facility or premises.

#### **Child Care:**

The institution does not offer childcare facilities. Anyone needing assistance in locating a childcare facility can request the information and the institution can offer a list of locally operating childcare facilities. Students must make appropriate arrangements for childcare.

#### **Rights Reserved:**

Berea Beauty Academy reserves the right to add or withdraw any course or schedule and to make changes in courses or schedules, curriculum, tuition, regulations, policies, rules, or any other published information as conditions or situations warrant.

#### **Student Progress (SAP):**

Satisfactory Academic Progress (SAP) is a requirement for all students enrolled in the school. All students must maintain an academic grade percentage of 75% and average a cumulative attendance of 80% to be considered making

SAP and to complete the scheduled course within the maximum time frame. See the full Satisfactory Academic Progress Policy for additional information.

**Financial Progress:**

Students must meet or be current with all financial obligations as specified in their payment plan prior to graduation. It is expected that the student will comply by providing all necessary requested information and/or forms submitted on or before the statement due date to maintain satisfactory financial progress. Payment amounts are based upon the course in which the student is enrolled.

All payments are the responsibility of the student and are payable as stated in the student’s enrollment agreement. Failure to comply with an established payment arrangement may result in termination. Payments may be made by cash, check, money order, credit card or through non-federal agencies, or loan programs if applicable. Students are responsible for paying the total tuition and fees.

**Satisfactory Academic Progress Policy:**

The intent of Berea Beauty Academy’s Satisfactory Academic Progress Policy is to be fair and consistent in effectively evaluating the student’s measurable progress towards successfully completing their chosen program of study. The policy complies with the guidelines established by the National Accreditation Commission of Career Arts and Sciences (NACCAS). This policy also meets the requirements as established by the U.S. Department of Education and the U.S. Department of Veterans Affairs. The Satisfactory Academic Progress Policy applies to every student enrolled.

- This policy applies to every student enrolled in NACCAS approved program.
- All students are provided with this policy prior to enrollment in any of the school’s currently offered programs.
- The policy is also applied consistently to all students enrolled in a specific program and is scheduled for a particular category of attendance, either part-time or full-time.

Student training is measured and communicated by:

1. Attendance (Quantitative) and;
2. Academic (Qualitative)

Satisfactory Academic Progress (SAP) is a requirement for all students enrolled. All students must maintain a cumulative academic grade percentage of 75% and average cumulative attendance of 80% at the designated evaluation periods throughout the course or their respective program of study to be considered making SAP and to complete the scheduled course within the maximum time frame.

The school’s academic year is defined as 900 clock hours and 30 academic weeks of instruction.

**EVALUATION PERIODS**

Students are evaluated for Satisfactory Academic Progress on **ACTUAL** hours as follows:

<b>Program</b>	<b>Evaluation Period</b>	<b>Academic Year Hours</b>	<b>Length in Weeks</b>
Cosmetology	450, 900, 1200	1500	47
Apprentice Instructor	375	750	24

**MAXIMUM TIME FRAME**

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

Program	Status	Hours per Week	Program Hours	Weeks	Scheduled Hours
Cosmetology	FULL TIME	32	1500	47	2250
Cosmetology	PART TIME	24	1500	66	2250
Apprentice Instructor	FULL TIME	32	750	24	1125
Apprentice Instructor	PART TIME	24	750	32	1125

The maximum time frame allowed for transfer students who need less than the full course requirements or part-time students will be determined based on 80% of the scheduled hours. Berea Beauty Academy evaluation periods are based on **actual** hours completed.

Students who exceed the maximum time frame shall be terminated from the program. Should the student meet re-enrollment criteria, students will be re-entered in the program on a cash-pay basis in a manner consistent with the re-enrollment provisions of the school's admissions policy.

Established evaluation periods (which may coincide with payment periods established with the US Department of Education for purposes of Title IV funding, if applicable) in accordance with the following:

- a) For courses or programs with a total length that is one academic year or less, the course or program is divided into two equal evaluation periods wherein the first evaluation period is the period in which the student successfully completes both (1) half of the clock hours or competencies and (2) half of the academic weeks while the second evaluation period is the period in which the student completes the course or program/and
- b) For courses or programs with a total length that exceeds one academic year, each full academic year is divided into two equal evaluation periods in accordance with subsection (a) above and the remainder of the course or program;
- c) Treated as a single evaluation period if the remainder is less than or equal to half of an academic year, or
- d) Divided into two equal evaluation periods where the first evaluation period is the period in which the student successfully completes both (1) half of the clock hours or competencies and (2) half of the academic weeks while the second evaluation period in which the student completes the course or program.

Evaluations will determine if the student has met the minimum requirements for SAP. The frequency of evaluations ensures that students have ample opportunity to meet both the attendance and academic progress requirements of at least one evaluation by midpoint in the program.

Students will be sent or provided a Satisfactory Academic Progress Report upon reaching each evaluation period. (The school may elect to omit evaluations at the conclusion of the last evaluation period within a course or program. SAP will be evaluated at the conclusion of each evaluation period and completed within seven (7) school business days of the scheduled evaluation. Students who are found not meeting SAP requirements must sign their report in a timely manner. A copy of each SAP report will be kept in the student's file and additional copies of a student's SAP report are available to each student upon request.

A student's academic grade percentage is determined by:

- a) Theory exams;
- b) Practical exams, and;
- c) Practice/technical activities

Grade	Definition	Percentage
A	Excellent	90-100%
B	Very Good	80-90%
C	Passing	70-79%
D	Unsatisfactory	60-69%
F	Failing	Less than 60%

Students meeting the minimum requirements for academics 75% and attendance 80% at the evaluation are considered to be making SAP until the next scheduled evaluation. Students deemed not maintaining SAP may have their Title IV funding interrupted unless the student is on warning.

Attendance is evaluated on a cumulative basis. At each evaluation point, the attendance for the period will be added to the attendance from the preceding periods to determine whether the student will complete the course within the maximum time frame established in this policy. Total hours earned beginning the first day of course commencement and ending the last day of the completed period (phase) divided into the student's scheduled hours beginning the first day of their respective program and ending the last day of the completed period (phase).

**Student's actual hours attended / scheduled hours = cumulative % of attendance.**

<b>Contract Attendance per Schedule</b>	<b>Weekly Requirements</b>	<b>Monthly Absence</b>
Part Time	24 hours	> 25 hours may be withdrawn
Full Time	32 hours	> 30 hours may be withdrawn

A student will be placed on warning but considered to be making SAP during the warning period, if the student's attendance falls below 80% or their academics falls below 75%. The student will be advised in writing on the actions required to meet SAP requirements by the next evaluation. If at the end of the warning period, the student has still not met the attendance and academic requirements, he/she will be dismissed from the program.

In the event the student withdraws, or other official interruptions, the student, upon returning to school, maintains the same status as of the time of departure. If enrollment is temporarily interrupted for a Leave of Absence (LOA), the student will return to school in the same progress status as prior to the leave of absence. Hours elapsed during a leave of absence will extend the student's contract and maximum time frame by at least the same number of days taken in the leave of absence and will not be included in the student's cumulative attendance percentage calculation. Students who withdraw prior to completion of the course and wish to re-enroll will reenter in the same satisfactory academic progress status as at the time of withdrawal.

**Withdrawals and Incompletes** have no effect upon the school's qualitative SAP standard. All hours attempted within a progress report are used in assessing, if the student meets quotative SAP standard, Berea Beauty Academy does not allow students to repeat courses and does not offer remedial or English as a Second Language (ESL) courses.

Regarding SAP, a student's transfer hours accepted by the school will be counted as both attempted and earned hours for the purpose of determining when the allowable maximum time frame has been exhausted. SAP's evaluation periods are based on actual hours obtained at the school

**Probation:**

Students who fail to meet minimum requirements for attendance or academic progress after the warning period can be placed on probation, which is up to the discretion of the director and financial aid administrator and not considered meeting minimum standards for satisfactory academic progress if:

- a) the institution evaluates the student's progress and determines that the student did not make satisfactory academic progress during the warning or previous evaluation;
- b) the student prevails upon appeal of a negative progress determination prior to being placed on probation;
- c) the institution determines that satisfactory academic progress standards can be met by the end of the subsequent evaluation; or
- d) the institution develops an academic plan for the student that, if allowed, will ensure that the student is able to meet the institution satisfactory academic progress requirements by a specific point within the maximum time frame established for the individual student.

Upon placement of probation, all academic and attendance requirements must be met or exceeded by the contract, otherwise immediate dismissal will take place.

### **Appeal process:**

If a student is determined to not be making satisfactory academic progress the student may appeal the determination within 10 calendar days. Reasons for which the students may appeal a negative progress determination include the death of a relative, injury or illness of this student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the school describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student situation that will allow them to achieve Satisfactory Academic Progress by the next evaluation point. Appeal documents will be reviewed, and a decision will be made and be reported to the student within 10 calendar days. The appeal and decision documents will be retained in the student's file. If the student prevails upon appeal the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

- a. Students who do not achieve the minimum standards are no longer eligible for Title IV, HEA program funds, if applicable, unless the student is on a or has prevailed upon appeal of the determination that has resulted in the status of probation.

### **Non-credit, Remedial Courses, Repetitions:**

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

### **Re-establishing eligibility:**

Students who withdraw prior to completion of the course and wish to re-enroll will return in the same SAP status as at the time of withdrawal. The student whose financial aid has been terminated for unsatisfactory progress will not be paid any additional financial aid until she/he has completed the hours previously paid for with a 70% academic percentage and we will be able to complete the program within the maximum time frame.

Students NOT meeting satisfactory academic progress (SAP) will receive a hard copy of their SAP determination at the time of each evaluation.

### **Additional School Policies:**

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

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

### **Equipment & Personal Belongings:**

Students are required to use the institution's kits and books. Students need to have their kit and books at school daily. If items are not at school, the student will be dismissed. If items are lost, stolen, or broken, it will be the student's responsibility to replace or repair that item in order to continue the program successfully. Kits and books once issued to the student and opened or not refundable. Students are responsible for their own private/ personal property. The institution is not responsible for loss or theft of personal items. All articles should be labeled with permanent markers or engraved with the student's name. Please note student lockers are subject to inspection at any time. State board inspectors may ask to have the personal lockers open during an inspection of the premises. It is grounds for a citation if the inspectors do not have access to all the facilities. Each student will be assigned a locker throughout the duration of their training. All personal belongings and all valuable equipment should be kept in that locker or in the student's possession. This includes books, purses, money, makeup, shoes, clothing, etcetera.

### **Student Concerns, Complaint & Grievance:**

Berea Beauty Academy will make every attempt to resolve any student's complaint that is not frivolous or without merit. Complaint procedures will be included in the new student orientation, thereby ensuring that all students know the steps to follow should they desire to file a complaint, grievance or voice concern at any time. Students are always encouraged to communicate their concerns to members of the faculty and administration. Suggestions, concerns, or complaints should be registered privately, never with fellow students or clients. Evidence of the final resolution of all complaints will be retained in school files to determine the frequency, nature, and patterns of complaints for the institution. The information will be used in evaluating institutional effectiveness and outcomes. If a situation arises in which a student has a complaint or grievance regarding grades, instruction or other topics related to the course of study, the following procedure is in effect.

1. Schedule a time to discuss the matter informally with your instructor or a member of the staff. If at this contact the matter is not resolved, the student should:
  - a. Make an appointment to discuss the matter informally with the school Director or designee. If not resolved at this level, the student may;
  - b. Request and complete a Student Complaint Form and submit it to the designated school official. The designated school official will verify that the student has tried to resolve the concern informally and will schedule a meeting with all individuals whose participation is warranted by the circumstances of the particular concern to seek to resolve the student's concern. The minutes of the meeting and any agreed upon resolution will be documented on the Student Complaint Form and communicated to the student. If not resolved;
  - c. The official school designee shall forward the Student Complaint Form to the school owner or other official designee at this level for review. The ruling at this level will be documented on the Student Complaint Form and communicated to the student. The decision at this level is the final decision. If then the matter is not resolved to the student's satisfaction;
  - d. Students may submit to the program's state licensing agency and/or NACCAS only after the student has exhausted the institution's internal complaint process.

Institutions licensee:

Kentucky Board of Cosmetology  
1049 US HWY 127 Annex # 2  
Frankfort, Kentucky 40601  
(502) 564-4262 [www.kbc.ky.gov](http://www.kbc.ky.gov)

NACCAS

3015 Colvin Street  
Alexandria, Virginia 22314  
(703) 600-7600 [www.naccas.org](http://www.naccas.org)

### **Leave of Absence Policy:**

Berea Beauty Academy encourages students to make steady progress toward completing their program. Thus, a leave of absence may be granted only under the following circumstances:

1. Care for the student's child after birth or adoption; maternity/paternity leave
2. Care for the students' spouse, partner, child, parent, or grandparent who has a serious health condition.
3. Due to the student's own illness, injury, or serious health condition that prevents him/her from being able to continue with his/her education.
4. Death of an immediate family member.
5. Enrolled students who are members of the military and receive official military orders.
6. Personal reasons that would keep the student from meeting attendance or academic requirements.

### **Procedures for requesting an LOA:**

Students requesting an LOA must complete the LOA Request Form and submit to the manager or administrator in advance.

- 1) The request must be in writing, formal letter, text, or email.

- 2) The request must detail the reason for the LOA, the exact period of the LOA, and provide supporting documentation (i.e., note from qualified healthcare provider or adoption certificate/degree, obituary or official military orders documents).
- 3) The request must include the student's signature.

When requesting a LOA for medical reasons, the school will not extend an LOA beyond what is requested by a health care provider or physician, unless it is necessary to ensure quality education. When requesting an LOA for death of an immediate family member, an obituary or another official document must be provided. Please note the start of an LOA must be on a day school is open, and the student is normally scheduled.

The institution may grant an LOA to a student who did not provide the request prior to the LOA due to unforeseen circumstances if:

- a) The institution documents a reason for its decision
- b) The institution collects the request from the student at a later date; and
- c) The institution establishes the start date of the approved LOA as the first date the student was unable to attend.

Should the LOA be granted the student will not be assessed by any additional charges as a result of the requested LOA. A student will not be granted a LOA if the LOA, together with any additional LOA's previously granted, exceeds a total of 180 calendar days in any 12-month period, any student granted a LOA in accordance with the institution's policy is not considered to have withdrawn and no refund calculation is required at that time.

Contract period status: A student granted an LOA will have their contract period extended by the same number of calendar days taken in the LOA and that such changes to the contract period must be:

- a) Changes to the enrollment agreement will be initialed by all parties; or
- b) An addendum to the enrollment agreement must be signed by all parties.
- c) The LOA states the new contract end date sufficient to the LOA taken.

Student Withdrawal from Program(s):

If the student takes an unapproved LOA or does not return by the expiration of an approved LOA and that either:

- a) For institutions that require attendance, the student's withdrawal date for the purpose of calculating a refund will be the student's last date of attendance.
- b) For institutions that are NOT required to take attendance, the student's withdrawal date for the purpose of calculating a refund will be the date the student began the LOA.

A LOA may only be granted if there is a reasonable expectation that the student will return from the LOA.

Note: The revised contract end date cannot exceed 15 days past the correctly calculated revised end date utilizing the NACCAS LOA calculator.

### **Refund Policy- Notice of Cancellation:**

For applicants who cancel enrollment or students who withdrew 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 disclosure. This refund policy/notice of cancellation complies with the mandated policy.

Any monies due to the applicant or student shall be refunded within 45 days of official cancellation or withdrawal to ensure both refund calculations and refunds are made timely. The applicant shall be entitled to a refund of all monies paid. All refund calculations are based on *scheduled* hours. Refunds can be calculated on a minimal basis and this calculation is up to the COO and CEO's discreet discretion. Regarding these circumstances, not all circumstances may be disclosed due to HIPPA and Privacy Regulations.

The following fees are not included in tuition and therefore would not be included as part of any refund calculation. Those fees are transcript fees, late fees, and the cost of any extra instructional charges. Also, non-refundable fees would be those charged for application, registration, if applicable, kit, books, uniforms, and other supplies issued and opened in any manner.

Official cancellation or withdrawal shall occur on the earlier of the dates that:

- An applicant is not accepted by the school and is entitled to a refund of all monies except a non-refundable application fee, if applicable.
- A student or legal guardian cancels the contract and demands his/her money back in writing within three business days of signing the enrollment agreement regardless of whether the student has actually started training. All monies collected by the school are refunded except a non-refundable application fee, if applicable.
- A student cancels his/her enrollment after three business days of signing the contract but prior to starting class. In this case, the student is entitled to a refund of all monies paid to the school less than an application fee of \$50.00.
- A student notifies the institution of his/her withdrawal.
- A student on an approved leave of absence notifies the school that he or she will not be returning. The date of withdrawal determination shall be earlier of the scheduled date of return from the leave of absence or the date the student notifies the institution that the student will not be returning.
- A student is expelled by the school.
- The cancellation date will be determined by the postmark on the written notification, or the date the information is delivered to the school in person.

The policy requires that:

- Unofficial withdrawals or clock hour students are determined by the school through monitoring clock hour attendance of students at least every 30 calendar days.
- For a school that is required to take attendance, the required date of the refund is determined by counting from the date the withdrawal was determined. As a clock hour school, the refund is calculated based on the student's last date of attendance.
- Unofficial withdrawals for non-clock hour students are determined by the school through monitoring of students' completion of class participation in learning activities such as class assignments, examinations, tutorials, computer assisted instruction, participation in academic advisement, or other academically related activities.
- Any monies due to a student who withdraws from the institution shall be refunded within 45 calendar days of the determination that a student has withdrawn, whether officially or unofficially.
- In situations of mitigating circumstances or in evidence, the school will adopt a policy wherein the refund to the student may exceed the minimum tuition adjustment schedule.
- All extra costs, such as books, equipment, graduation fees, etcetera, that are not included in the tuition price or stated, and any non-refundable items are identified.
- A registration fee of \$100.00 is charged, after three days of signing the enrollment agreement but prior to the first day of class is non-refundable.
- A termination fee of \$150.00 is charged.

**Minimum Tuition Adjustment Schedule**

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:

<b>Percent of Scheduled Time Enrolled to Total Course/Program</b>	<b>Total Tuition School Shall Receive/Retain</b>
0.01% to 4.9%	20%
5.0% to 9.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and over	100%

**Course and/or Cancellation Policy:**

If a course or program is cancelled subsequent to a student's enrollment, and before instruction in the course and/or program has begun the school shall at its option:

- provide a full refund of all monies paid; or
- provides completion of the course and/ or program.

If a school cancels a course and or program ceases to offer instruction after students have enrolled and instruction has begun, the school shall at its option:

- 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 and or program; or
- participate in a Teachout agreement; or
- provide a full refund of all monies paid.

If a school closes permanently and ceases offering instruction after students have enrolled, and instruction has begun, the school must make arrangements for students. The school has as its option:

- provide a pro rata refund; or
- participate in a teach out agreement.

**Administration & Faculty:**

<b>Name</b>	<b>Position</b>	<b>Department</b>
Adreanna Logan	Instructor/Manager	Education
Renee Shearer	Instructor	Education
Sabrina Kelley	Substitute Instructor	Education
Josephine Ramsey	Substitute Instructor	Education
Sadie M Hall	Administrative Assistant; CIO	Office Staff
Amy Davidson	Financial Aid Administrator	Title IV/Financial
Judy Lake	Director; COO; CIO	Office Staff
Randall Lake	CFO; CEO; Safety/Security	Office Staff

**Student Outcomes:**

Student outcomes in Graduation, Licensure and Placement Rates

The following statistics represent institutional outcomes for Graduation, Licensure (exam pass rates), and Placement Rates as of November 2023, as reported to NACCAS.

**NACCAS Annual Report Outcome Rates (2024)**

	<b>Graduation Rates</b>	<b>Placement Rates</b>	<b>Licensure Rates</b>
<b>Cosmetology Program</b>	10 of 14 - 71.43%	9 of 10 - 90%	10 of 10 - 100%
<b>Apprentice Instructor Program</b>	N/A	N/A	N/A

**School Delays and Cancellations:**

Berea Beauty Academy will notify the student body in the event of a cancellation or delay to a scheduled school day via GroupMe App, in the event a student does not have access to the GroupMe App, an email or a phone call. The institution chooses to use some scheduled holidays for makeup days, and the student body will be given ample notice in such schedule adjustments. In the event of severe, dangerous, or inclement weather, Berea Beauty Academy ONLY follows the Madison County School system for weather delays and weather closures. The institution will also utilize some Fridays for make-up days as well when we have instructor availability.

**Sexual Harassment, Anti-Bullying, Anti-Hazing Policy**

The institution is committed to ensuring an education environment free of sexual harassment, sexual violence, or harassment based on sexual orientation. The institution believes that all students have a right to a safe school environment. The institution, its staff, and students have an obligation to promote mutual respect, tolerance, and acceptance.

The institution will not tolerate behavior that infringes on the safety of any student or staff member. A student or staff member shall not intimidate, harass, or bully another student or staff member through words or actions.

Such behavior includes:

- Direct physical contact (example: hitting or shoving)
- Malicious gossip
- Verbal assaults (example: teasing or name calling)
- Social isolation or manipulation

Definition of sexual harassment: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an evaluation of a student's academic performance, term or condition of participation in student activities, or in other events or activities sanctioned by the institution.
- Submission to or rejections of such conduct by an individual is used as the basis for academic decisions or other decisions about participation in student activities or other events/activities sanctioned by the institution.
- Such conduct has the purpose or effect of threatening an individual's academic performance; or creating an intimidating, hostile, or offensive education environment.

Sexual harassment is a violation of Section 703 of Title IV of the Civil Rights Act of 1964 as amended in 1972 (42 U.S.C. S2000e, et, Sequa.) and is punishable under both federal and state laws.

Definition of Sexual Violence of Assault: acts of sexual violence, such as rape, acquaintance rape, or other forms of nonconsensual sexual activity or violence or harassment based on sexual orientation. These acts will not be tolerated at the institution as such acts are inappropriate and create an environment contrary to the goals and mission of the institution. Any such acts will be thoroughly investigated and will subject an individual to appropriate disciplinary sanctions and/or possible action by appropriate law enforcement agencies.

It is the responsibility of all persons within the institution to ensure an education environment free from sexually violent and or harassing behavior. All members of the institution (student and staff) are expected to report incidents of sexual harassment, sexual violence, or assault and harassment based on sexual orientation. The institution's administration is the designated Sexual Harassment Officer responsible for investigating complaints of sexual harassment, sexual violence, harassment based on sexual orientation, and alleged sexual harassment which has not resulted in a complaint.

Students who experience sexual harassment should be encouraged to make it clear to the alleged offender that such behavior is offensive. However, failure to comply with this provision will not prohibit or impede the investigation.

Efforts shall be made to protect the privacy of the complainants within the constraints of the law. Complainants shall be protected, to the extent possible, from retaliation. Appropriate and immediate attention will be given to complaints.

For all formal complaints of sexual harassment, sexual violence, or violence based on sexual orientation, the director shall determine the action to be taken, implement the action and notify both parties of the action. A memorandum of such action will be sent to the institution's Human Resources Department. Individuals found in violation of these policies will be subject to appropriate disciplinary sanctions, including possible expulsion.

If the perpetrator of a sexual violence/assault is a student, the student will be subject to disciplinary measures by the institution. In the program of any sexual violence/assault proceedings, the victim, the victim's support person of choice, or attorney may be present.

The institution's administration, in cooperation with the appropriate law enforcement authorities and at the victim's request, shall shield the victim from unwanted contact with the alleged assailant, including transfer of the victim to alternate classes, if alternate classes are available and feasible.

Consensual romantic/sexual relations between staff and students are not allowed and disciplinary action will result. Substantial risks are involved even in seemingly consensual sexual relationships where a power differential exists between the parties involved.

Claims of consensual romantic/sexual relationship will not protect individuals from sexual harassment charges nor guarantee a successful defense if charges are made. It is the staff member who will bear the burden of accountability because of his/her special power and responsibility, and it will be exceedingly difficult to use mutual consent as a defense.

### **Retaliation Prohibited**

Employees and students are protected by law from retaliation for reporting alleged unlawful harassment or discrimination, or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by the institution or a government agency with respect to such complaints. The institution will take disciplinary action up to and including the immediate termination or expulsion of any employee or student for engaging in any of these protected activities.

### **False Reports**

The institution recognizes that sexual harassment frequently involved interactions between persons that are not witnesses by other or cannot be substantiated by additional evidence. Lack of corroborating evidence or "proof" should not discourage individuals from reporting sexual harassment under this policy. However, making false charges of sexual harassment is a serious offense. If a report is found to have been intentionally false or made maliciously without regard for truth, the claimant may be subject to disciplinary action. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

### **Financial Aid**

Berea Beauty Academy participates in the Federal Student Aid program, also known as Title IV program. Federal Financial Aid is available in both our Cosmetology and Apprentice Instructor programs to students that qualify. Financial need is based on an analysis of information provided by the student on a Free Application for Federal Student Aid (FAFSA) form. Applications can be completed online at [www.studentaid.gov](http://www.studentaid.gov) or paper applications are available upon request from a Financial Aid representative.

The Title IV Programs available at Berea Beauty Academy are divided into two types - grants and loans.

- Federal Pell Grants are awards that normally do not have to be repaid (A student who withdraws prior to completing a payment period may be required to repay unearned grant funds).
- Federal Direct Loans (Unsubsidized Federal Stafford Student Loan, Subsidized Federal Stafford Student Loan, Parent Loan for Undergraduate Students (PLUS)) are made available to students and parents by the US Department of Education to eligible borrowers and must be repaid.

Federal Pell Grant and Federal Direct Loans are important sources of aid for students. The amount of the award depends upon the determination of the student's eligibility based on the U.S. Department of Education guidelines. If you have questions about Title IV program funds, you can call the Federal Student Aid Information Center at 1-800-4-FEDAID (1-800-433-3243). TTY users may call 1-800-730-8913. Information is also available on Student Aid on the web at [www.studentaid.gov](http://www.studentaid.gov).

When completing the FAFSA, please use the Federal school code number: 04313000 for Berea Beauty Academy.

### **Statute Requirements per Kentucky Board of Cosmetology:**

#### **201 KAR 12:082 Section 32.**

Credit for Hours Completed. The board shall credit hours previously completed in a licensed school as follows:

- (1) Full credit (hour for hour) for hours completed within five (5) years of the date of school enrollment; and
- (2) No credit for hours completed five (5) or more years from the date of school enrollment.

#### **KRS Chapter 317A**

317A.010 Definitions for chapter. As used in this chapter, unless the context requires otherwise: (1) "Beauty salon" means any establishment in which the practice of cosmetology is conducted for the general public or for consideration; (2) "Board" means the Kentucky Board of Cosmetology; (3) "Cosmetologist" means a person who engages in the practice of cosmetology for the public generally or for consideration, regardless of the name under which the practice is conducted; (4) "Cosmetology" means the practice of: (a) Hair styling; (b) Esthetics; and (c) Nail technology. The practice of cosmetology does not include acts performed incident to treatment of an illness or a disease; (5) "Cosmetology school" or "school of cosmetology" means any operation, place, or establishment in or through which persons are trained or taught the practice of cosmetology, esthetic practices, and nail technology; (6) "Esthetician" means a person who is licensed by the board to engage in esthetic practices in the Commonwealth of Kentucky; (7) "Esthetic practices" means one (1) or more of the following acts: (a) Beautifying, cleansing, cosmetic preparations,

exfoliating, facials, makeup, removal of superfluous hair, stimulation, tinting, tweezing, or waxing; (b) Eyelash tinting, artificial eyelashes, or eyelash extensions; (c) Use of lotions, creams, oils, antiseptics, or depilatories; (d) Massaging the skin; and (e) Providing preoperative and postoperative esthetic skin care, either referred by or supervised by a medical professional, unless these acts are performed incident to: 1. Treatment of an illness or a disease; 2. Work as a student in a board-approved school; or 3. Work performed by a licensed massage therapist; (8) "Esthetic practices school" or "school of esthetic practices" means any operation, place, or establishment in or through which persons are trained in esthetic practices; (9) "Esthetic salon" means a place where an esthetician performs esthetic practices; (10) "Eyelash artistry" means the process of attaching semipermanent lashes or eyelash extensions to natural eyelashes; (11) "Hair styling" means the practice of: (a) Arranging, beautifying, bleaching, cleansing, coloring, curling, cutting, dressing, manipulating, permanent waving, singeing, tinting, or trimming of natural or artificial hair; (b) Use of lotions, creams, and antiseptics; and (c) Massaging and stimulation of the scalp; (12) "Instructor" means any individual licensed to teach cosmetology, esthetics, or nail technology who holds a corresponding license in cosmetology, esthetics practice, or nail technology; (13) "Limited beauty salon" means any establishment in which the practice of shampoo and style services, makeup artistry, eyelash artistry, or threading are conducted for the general public or for consideration; (14) "Limited stylist" means an individual licensed to perform shampoo and style services; (15) (a) "Makeup artistry" means applying cosmetic products to the face and body. (b) "Makeup artistry" includes: 1. Corrective and camouflage techniques; and 2. Airbrushing. (c) "Makeup artistry" does not include: 1. Face painting at carnivals or fairs; or 2. Application of cosmetics when not done for consideration; (16) "Nail salon" means any establishment in which the practice of nail technology only is conducted for the general public or for consideration; (17) "Nail technician" means a person who practices nail technology, including manicuring and pedicuring real and artificial nails for the purpose of beautifying, for the general public or for consideration. Manicuring and pedicuring real and artificial nails for the purpose of beautifying includes: (a) Cleaning; (b) Trimming; (c) Cutting; (d) Shaping; (e) Sculpting; (f) Polishing; and (g) Massaging the hands and feet of any human, for which a license is required by this chapter; (18) "Nail technology school" or "school of nail technology" means any operation, place, or establishment in or through which persons are trained in nail technology; (19) (a) "Natural hair braiding" means a service of twisting, wrapping, weaving, extending, locking, or braiding hair by hand or with mechanical devices. Natural hair braiding is commonly known as "African-style hair braiding" but is not limited to any particular cultural, ethnic, racial, or religious forms of hair styles. (b) "Natural hair braiding" includes: 1. The use of natural or synthetic hair extensions, natural or synthetic hair and fibers, decorative beads, and other hair accessories; 2. Minor trimming of natural hair or hair extensions incidental to twisting, wrapping, weaving, extending, locking, or braiding hair; 3. The use of topical agents such as conditioners, gels, moisturizers, oils, pomades, and shampoos; and 4. The making of wigs from natural hair, natural fibers, synthetic fibers, and hair extensions. (c) "Natural hair braiding" does not include: 1. The application of dyes, reactive chemicals, or other preparation to alter the color of the hair or to straighten, curl, or alter the structure of the hair; or 2. The use of chemical hair joining agents such as synthetic tape, keratin bonds, or fusion bonds. (d) For the purposes of this subsection, "mechanical devices" means clips, combs, curlers, curling irons, hairpins, rollers, scissors, needles, thread, and hair binders; (20) (a) "Shampoo and style services" means beautifying, cleaning, or arranging the hair of an individual for consideration only at a limited beauty salon. (b) "Shampoo and style services" includes any of the following services performed on an individual's hair: 1. Arranging; 2. Cleaning; 3. Curling; 4. Dressing; 5. Blow drying; or 6. Performing any other similar procedure. (c) "Shampoo and style services" does not include any service that: 1. Is popularly known as a Brazilian blowout; 2. Includes color services, cutting, lightening, or chemically treating hair; or 3. Otherwise falls under the practice of cosmetology, except as authorized in paragraph (b) of this subsection; and (21) "Threading" means the process of removing hair from below the eyebrow by use of a thread woven through the hair to be removed. Effective: July 14, 2022 History: Amended 2022 Ky. Acts ch. 235, sec. 2, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 35, sec. 1, effective July 14, 2018; and ch. 46, sec. 12, effective March 30, 2018. -- Amended 2016 Ky. Acts ch. 48, sec. 1, effective July 15, 2016. -- Amended 2012 Ky. Acts ch. 152, sec. 1, effective July 12, 2012. -- Amended 1996 Ky. Acts ch. 82, sec. 1, effective July 15, 1996. -- Created 1974 Ky. Acts ch. 354, sec. 1. Legislative Research Commission Note (7/15/2016). During codification, the Reviser of Statutes has changed the internal numbering of paragraphs in subsection (9) of this statute from the way it appeared in 2016 Ky. Acts ch. 48, sec. 1.

317A.020 Scope of chapter -- Licensure requirements -- Emergency orders -- Warning notice -- Legal actions brought by the board -- Board duties -- Use of callus graters. (1) No person shall engage in the practice of cosmetology, esthetic practices, or nail technology for other than cosmetic purposes nor shall any person engage in the practice of cosmetology, esthetic practices, or nail technology for the treatment of physical or mental ailments. This chapter does not apply to: (a) Persons authorized by the law of this state to practice medicine, podiatry, optometry, dentistry, chiropractic, nursing, or embalming who perform incidental practices of cosmetology, esthetic practices, and nail technology in the normal course of the practice of their profession; (b) Commissioned medical or surgical personnel of the United States Armed Forces who perform incidental practices of cosmetology, esthetic practices, or nail technology in the course of their duties; (c) Cosmetology, esthetic practices, or nail technology services performed at an institution operated or under contract to the Department of Corrections or the Department of Juvenile Justice; and (d) Persons engaged in natural hair braiding. (2) Except as provided in subsection (1) of this section, no person shall engage in the practice of cosmetology, esthetic practices, or nail technology for the public, generally, or for consideration without the appropriate license required by this chapter. (3) No person unless duly and properly licensed pursuant to this chapter shall: (a) Teach cosmetology, esthetic practices, or nail technology; (b) Operate a beauty salon; (c) Operate an esthetic salon; (d) Act as an esthetician; (e) Operate a nail salon; (f) Act as a nail technician; or (g) Conduct or operate a school for cosmetologists, estheticians, or nail technicians. (4) No person shall aid or abet any person in violating this section, nor shall any person engage or employ for consideration any person to perform any practice licensed by this chapter unless the person to perform the practice holds and displays the appropriate license. (5) No licensed cosmetology or esthetic practices instructors, licensed cosmetologists, licensed estheticians, or licensed nail technicians shall hold clinics for teaching or demonstrating for personal profit, either monetary or otherwise, if the clinics are not sponsored by a recognized professional cosmetologist's, esthetician's, or nail technician's group. (6) Whenever a person engages in different practices separately licensed, certified, or permitted by this chapter, that person shall procure a separate license, certificate, or permit for each of the practices in which the person engages. (7) The board shall: (a) Govern all issues related to this chapter; (b) Investigate alleged violations brought to its attention, conduct investigations, and schedule and conduct administrative hearings in accordance with KRS Chapter 13B to enforce the provisions of this chapter and administrative regulations promulgated pursuant to this chapter; (c) Administer oaths, receive evidence, interview persons, and require the production of books, papers, documents, or other evidence; and (d) Have the authority to take emergency action affecting the legal rights, duties, privileges, or immunities of named persons without a hearing to stop, prevent, or avoid an immediate danger to the public health, safety, or welfare, in accordance with KRS 13B.125(1), subject to the following: 1. An emergency order shall be based upon verified probable cause or substantial evidence, documented by the board, that the emergency order is in the interest of public health, welfare, and safety of any customer, patient, or the general public; and 2. Upon the issuance of an emergency order, the board shall comply with the administrative hearing procedures in KRS 13B.125(3) to determine the reinstatement of operations of the licensed facility. (8) Unless a documented and verified violation creates an immediate and present danger to the health and safety of the public, a warning notice shall be first issued prior to imposing incremental punitive action against an otherwise lawful salon. The warning notice shall include a specific and detailed description of the violation and the specific remediation required to bring the salon into compliance. (9) The board may: (a) Bring and maintain actions in its own name to enjoin any person in violation of any provision of this chapter. These actions shall be brought in the Circuit Court of the county where the violation is alleged to have occurred; and (b) Refer violations of this chapter to county attorneys, Commonwealth's attorneys, and to the Attorney General. (10) Nothing in this section shall be construed to prohibit an instructor, student, cosmetologist, or nail technician from using callus graters for callus removal, and the board shall not promulgate any administrative regulation prohibiting the use of callus graters for callus removal. Effective: July 15, 2024 History: Amended 2024 Ky. Acts ch. 25, sec. 1, effective July 15, 2024. -- Amended 2022 Ky. Acts ch. 235, sec. 3, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 46, sec. 13, effective March 30, 2018. -- Amended 2016 Ky. Acts ch. 48, sec. 2, effective July 15, 2016. -- Amended 2013 Ky. Acts ch. 72, sec. 6, effective June 25, 2013. -- Amended 2012 Ky. Acts ch. 152, sec. 2, effective July 12, 2012. -- Amended 1996 Ky. Acts ch. 82, sec. 2, effective July 15, 1996. -- Created 1974 Ky. Acts ch. 354, sec. 2.

317A.030 Board of Cosmetology -- Membership -- Compensation. (1) There is created an independent agency of the state government to be known as the Kentucky Board of Cosmetology, which shall have complete supervision over the administration of the provisions of this chapter relating to cosmetology, cosmetologists, schools of cosmetology, or esthetic practices or nail technology, students, estheticians, nail technicians, instructors of cosmetology, instructors of esthetic practices, or instructors of nail technology, cosmetology salons, esthetic salons, and nail salons. (2) The board shall be composed of seven (7) members appointed by the Governor as follows: (a) Four (4) of the members shall have been cosmetologists five (5) years prior to their appointment and shall reside in Kentucky: 1. Two (2) of whom shall be cosmetology salon owners; 2. One (1) of whom shall be a cosmetology teacher in public education and shall not own any interest in a cosmetology salon; and 3. One (1) of whom shall be an owner of or one who shall have a financial interest in a licensed cosmetology school and shall be a member of a nationally recognized association of cosmetologists; (b) One (1) member shall be a licensed nail technician; (c) One (1) member shall be a licensed esthetician; (d) One (1) member shall be a citizen at large who is not associated with or financially interested in the practices or businesses regulated; and (e) None of whom nor the executive director shall be financially interested in, or have any financial connection with, wholesale cosmetic supply or equipment businesses. At all times in the filling of vacancies of membership on the board, this balance of representation shall be maintained. (3) Appointments shall be for a term of two (2) years, ending on February 1. (4) The Governor shall not remove any member of the board except for cause. (5) The board shall elect from its members a chair, a vice chair, and a secretary. (6) Four (4) members shall constitute a quorum for the transaction of any board business. (7) Each member of the board shall receive one hundred dollars (\$100) per day for each day of attendance at board meetings, and shall be reimbursed for necessary traveling expenses and necessary expenses incurred in the performance of duties pertaining to official business of the board. (8) The board shall hold meetings at the place in the state and at the times deemed necessary by the board to discharge its duties. Effective: July 15, 2024 History: Amended 2024 Ky. Acts ch. 25, sec. 2, effective July 15, 2024. -- Amended 2022 Ky. Acts ch. 235, sec. 4, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 46, sec. 14, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 3, effective July 12, 2012. -- Amended 1998 Ky. Acts ch. 194, sec. 8, effective July 15, 1998.

-- Amended 1996 Ky. Acts ch. 82, sec. 3, effective July 15, 1996. -- Amended 1990 Ky. Acts ch. 139, sec. 1, effective July 13, 1990. -- Amended 1984 Ky. Acts ch. 111, sec. 136, effective July 13, 1984. -- Amended 1980 Ky. Acts ch. 390, sec. 1, effective July 15, 1980. -- Amended 1976 Ky. Acts ch. 206, sec. 12. -- Created 1974 Ky. Acts ch. 354, sec. 3.

317A.040 Board personnel -- Administration. (1) The board may employ inspectors and any other personnel reasonably necessary to carry out the provisions of this chapter, whose compensations shall be established within budgetary limits by the Personnel Cabinet. The board may delegate staffing decisions to the executive director. (2) The board shall by appropriate order employ an executive director who shall be charged with the responsibility of administering the provisions of this chapter, and the policies and administrative regulations of the board relating to cosmetology and esthetic practices. (3) No person shall be employed as an executive director unless the person is a licensed cosmetologist. (4) The executive director may receive a salary as may be established by classification of the position by the Personnel Cabinet. (5) The board shall publish or electronically provide copies of its administrative regulations and any proposed amendments to all persons licensed by it and to any other persons, places, or agencies as may be required by law or deemed by it reasonably necessary to the administration of the provisions of this chapter. Effective: July 14, 2022 History: Amended 2022 Ky. Acts ch. 235, sec. 5, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 46, sec. 15, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 4, effective July 12, 2012. -- Amended 1998 Ky. Acts ch. 154, sec. 91, effective July 15, 1998. -- Amended 1984 Ky. Acts ch. 111, sec. 137, effective July 13, 1984. -- Created 1974 Ky. Acts ch. 354, sec. 4.

317A.050 Qualifications for licenses and permits -- Temporary event services permit. (1) All applicants for licensure under this chapter shall meet the following minimum requirements: (a) Be of good moral character and temperate habit; (b) Be at least eighteen (18) years of age; (c) Have a high school diploma, a High School Equivalency Diploma, or results from the Test for Adult Basic Education indicating a score equivalent to the twelfth grade of high school; and (d) Have submitted the completed application along with the required license fee as set forth in administrative regulation. (2) Notwithstanding any provision to the contrary, the board may refuse to grant a license to any applicant who fails to comply with the provisions of this chapter or any administrative regulations promulgated by the board. (3) The board shall issue a cosmetologist license to any person who: (a) Has official certification from the state board or agency that certifies cosmetology schools that the applicant has graduated from a licensed school of cosmetology requiring one thousand five hundred (1,500) hours within five (5) years of enrolling within the school; and (b) Has satisfactorily passed an examination prescribed by the board to determine fitness to practice cosmetology. (4) The board shall issue an esthetician license to any person who: (a) Has satisfactorily completed seven hundred fifty (750) hours of instruction in a licensed school approved by the board; and (b) Has received a satisfactory grade on an examination prescribed by the board to determine fitness to practice as an esthetician. (5) The board shall issue a license to act as a nail technician to any person who: (a) Has official certification from the state board or agency that certifies cosmetology schools that the applicant has completed satisfactorily a nail technician course of study of four hundred fifty (450) hours in a licensed school of cosmetology within five (5) years of submitting an application for licensure; and (b) Has satisfactorily passed an examination prescribed by the board to determine fitness to practice as a nail technician. (6) The board shall issue a license to operate a salon as follows: (a) The board shall issue a license to operate a beauty salon to any licensed cosmetologist. An owner who is not a licensed cosmetologist shall have a licensed cosmetologist as manager of the beauty salon at all times. If the owner, manager, or location of a beauty salon changes, the required form and fee shall be submitted to the board. (b) The board shall issue a license to operate an esthetic salon to any licensed esthetician. An owner who is not a licensed esthetician shall have a licensed esthetician or cosmetologist as manager of the esthetic salon at all times. If the owner, manager, or location of an esthetic salon changes, the required form and fee shall be submitted to the board. (c) The board shall issue a license to operate a nail salon to any licensed nail technician. An owner who is not a licensed nail technician shall have a licensed nail technician or cosmetologist as manager of the nail salon at all times. If the owner, manager, or location of a nail salon changes, the required form and fee shall be submitted to the board. (7) The board shall issue an instructor training certificate to train to be an instructor in cosmetology, esthetic practices, or nail technology to any person who: (a) Has held a current cosmetologist, esthetician, or nail technician license for at least one (1) year; and (b) Has submitted an application that has been signed by the owners of the school in which the applicant will study. The course of instruction shall be for a period of seven hundred fifty (750) hours and not less than four and one-half (4.5) months at one (1) school providing this instruction. The school owner shall verify to the board the completion of seven hundred fifty (750) hours. For out-of-state verification, an applicant shall provide official certification from the board or agency that certifies schools in that other state of licensure verifying the applicant has completed a course of instruction consisting of at least seven hundred fifty (750) hours and not less than four and one-half (4.5) months at one (1) school providing the instruction. (8) The board shall issue a license to teach cosmetology to any person who: (a) Has held a current cosmetologist license and an instructor training certificate for at least four and one-half (4.5) months; and (b) Has satisfactorily passed the examination for the teaching of cosmetology as prescribed by the board. (9) The board shall issue a license to teach esthetic practices to any person who: (a) Has held a current esthetician license and an instructor training certificate for at least four and one-half (4.5) months; (b) Has completed fifty (50) hours in esthetics training within the last two (2) years; and (c) Has satisfactorily passed the examination for the teaching of esthetic practices as prescribed by the board. (10) The board shall issue a license to teach nail technology to any person who: (a) Has held a current nail technician license and an instructor training certificate for at least four and one-half (4.5) months; (b) Has completed fifty (50) hours in nail technology training within the last two (2) years; and (c) Has satisfactorily passed the examination for the teaching of nail technology as prescribed by the board. (11) (a) If the requirements of KRS 317A.090 have been satisfied, the board shall issue a license to operate a school of cosmetology or a school of esthetic practices or a school of nail technology to any person who has as manager at all times a person who is: 1. Licensed as an instructor; 2. Charged with the responsibility of ensuring that all applicable statutes and administrative regulations are complied with; and 3. Responsible for having a sufficient number of licensed instructors of cosmetology or esthetic practices or nail technology to conduct the school. (b) Any student enrolling in the school shall pay the fee set forth in administrative regulation to the board before enrollment in the school shall be allowed. (c) The transfer of any license to operate a school of cosmetology or esthetic practices or nail technology shall require the board's approval and shall become effective upon submitting the required form and fee to the board. (12) (a) The board shall issue a license to provide shampoo and style services to any person who: 1. Has passed an examination prescribed by the board to determine fitness to perform shampoo and style services; 2. Has completed at least three hundred (300) hours of instruction from a licensed school of cosmetology; and 3. Has met any other reasonable criteria established in administrative regulations promulgated by the board. (b) The board shall issue a license to operate a limited beauty salon to any person: 1. Who is licensed to provide shampoo and style services or who employs at least one (1) person licensed to provide shampoo and style services at the limited beauty salon; and 2. Whose limited beauty salon facility complies with standards established in administrative regulations promulgated by the board. (13) Licenses established under this chapter shall be valid for a period of time to be established by the board through the promulgation of administrative regulations. (14) Licenses and permits issued by the board may be renewed beginning July 1 through July 31 of each year. (a) Any license shall automatically be renewed by the board: 1. Upon submission and receipt of the application for renewal and the required annual license fee; and 2. If the application for renewal is otherwise in compliance with the provisions of this chapter and the administrative regulations of the board. (b) Any license application postmarked after July 31 shall be considered expired, and the appropriate restoration fee as required by administrative regulation of the board shall apply. (15) The requirements for a new license for any person whose license has expired for a period exceeding five (5) years shall be as follows: (a) Cosmetologists shall retake and pass both the practical and theory examination; (b) Estheticians shall retake and pass both the practical and theory examination; (c) Instructors of cosmetology or esthetic practices shall retake and pass both the practical and theory examination; (d) Nail technicians shall retake and pass the practical and theory examination; (e) Providers of shampoo and style services shall retake and pass both the practical and theory examination; and (f) The appropriate restoration fee as set forth in administrative regulation of the board shall be required. (16) Guest artists or demonstrators appearing and demonstrating before persons other than licensed cosmetologists, estheticians, nail technicians, and providers of shampoo and style services shall apply for a permit that shall be in effect for ten (10) days. Guest artists performing before a nonprofit, recognized professional cosmetologists', estheticians', or cosmetology school or shampoo and style services' or nail technicians' group shall apply for a permit, but shall not be required to pay the fee. (17) The board shall issue a permit for threading and may promulgate administrative regulations that set out requirements for the practice of threading. Threading shall be conducted in a licensed beauty salon or a facility with a permit to engage in threading, and the board may promulgate administrative regulations for facilities and the required sanitation standards. The permit shall be valid for a period of one (1) year. (18) The board shall issue a permit for eyelash artistry and may promulgate administrative regulations that set out the requirements for the practice of eyelash artistry. Eyelash artistry shall be conducted in a licensed beauty salon or a facility with a permit to engage in eyelash artistry, and the board may promulgate administrative regulations for facilities, education, and the required sanitation standards. The permit shall be valid for a period of one (1) year. (19) The board shall issue a permit for makeup artistry and may promulgate administrative regulations that set out requirements for the practice of makeup artistry and required sanitation standards. The permit shall be valid for a period of one (1) year. (20) (a) The board may issue a permit for temporary event services to a Kentucky-licensed cosmetologist, esthetician, limited stylist, or nail technician and shall promulgate administrative regulations that set out requirements for issuance of a temporary event services permit including: 1. Sanitation standards; 2. Criteria for events that qualify; 3. Application requirements and fees; and 4. Any other requirements necessary to protect the public health and safety. (b) The temporary event services permit shall be valid only for the specific dates and locations requested. (c) No person other than a Kentucky-licensed cosmetologist, esthetician, limited stylist, or nail technician shall perform services at a temporary event services location, and no licensee shall perform services other than those authorized by his or her respective license pursuant to KRS 317A.020. (d) The Kentucky-licensed cosmetologist, esthetician, limited stylist, or nail technician holding a temporary event services permit shall be liable for any violation of KRS Chapter 317A or administrative regulations promulgated under KRS Chapter 317A that occurs at the temporary event services location. Effective: July 14, 2022 History: Amended 2022 Ky. Acts ch. 235, sec. 6, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 35, sec. 2, effective July 14, 2018; and ch. 46, sec. 16, effective March 30, 2018. -- Amended 2017 Ky. Acts ch. 63, sec. 31, effective June 29, 2017; and ch. 99, sec. 1 effective June 29, 2017. -- Amended 2012 Ky.

Acts ch. 152, sec. 5, effective July 12, 2012. -- Amended 2004 Ky. Acts ch. 96, sec. 3, effective July 13, 2004. -- Amended 1998 Ky. Acts ch. 91, sec. 1, effective July 15, 1998. -- Amended 1996 Ky. Acts ch. 82, sec. 4, effective July 15, 1996. -- Amended 1988 Ky. Acts ch. 162, sec. 1, effective March 31, 1988. -- Amended 1982 Ky. Acts ch. 435, sec. 1, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 202, sec. 1, effective July 15, 1980. -- Created 1974 Ky. Acts ch. 354, sec. 5. Legislative Research Commission Note (7/14/2018). This statute was amended by 2018 Ky. Acts chs. 35 and 46. Where these Acts are not in conflict, they have been codified together. Where a conflict exists, Acts ch. 46, which was last enacted by the General Assembly, prevails under KRS 446.250.

317A.060 Administrative regulations. (1) The board shall promulgate administrative regulations including but not limited to administrative regulations that: (a) Protect the health and safety of the public; (b) Protect the public against incompetent or unethical practice, misrepresentation, deceit, or fraud in the practice or teaching of beauty culture; (c) Set standards for the operation of the schools and salons; (d) Protect the students under this chapter; (e) Set standards for the location and housing of beauty salons or cosmetology schools in the state. This subsection does not apply to the instructional programs in cosmetology in the state area vocational and technical schools; (f) Set standards for the quantity and quality of equipment, supplies, materials, records, and furnishings required in beauty salons, esthetic salons, nail salons, and cosmetology, esthetic practices, and nail technology schools; (g) Establish the qualifications of instructors of cosmetology, instructors of esthetic practices, instructors of nail technology, and apprentice teachers; (h) Establish requirements for the hours and courses of instruction at cosmetology schools and esthetic practices schools and nail technology schools; (i) Establish requirements for the examinations of applicants for licenses; (j) Establish the requirements for the proper education and training of students; (k) Address the course and conduct of school owners, instructors, instructor training certificate holders, licensed cosmetologists, estheticians, nail technicians, beauty salons, esthetic salons, nail salons, cosmetology schools, schools of esthetic practices, and schools of nail technology; and (l) Establish a code of ethics for persons licensed by the board. (2) Administrative regulations pertaining to health and sanitation shall be approved by the Cabinet for Health and Family Services before becoming effective. Effective: July 14, 2022 History: Amended 2022 Ky. Acts ch. 235, sec. 7, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 46, sec. 17, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 6, effective July 12, 2012. -- Amended 1996 Ky. Acts ch. 82, sec. 5, effective July 15, 1996. -- Amended 1980 Ky. Acts ch. 202, sec. 2, effective July 15, 1980. -- Created 1974 Ky. Acts ch. 354, sec. 6. Legislative Research Commission Note (7/12/2006). 2005 Ky. Acts ch. 99, sec. 675, instructs the Reviser of Statutes to correct statutory references to agencies and officers whose names have been changed in the Act, as it confirms the establishment of the Cabinet for Health and Family Services. Such a correction has been made in this section.

317A.062 Administrative regulations establishing fees. The board shall promulgate administrative regulations establishing a reasonable schedule of fees and charges for examinations, for the issuance and restoration of licenses and permits, and for the renewal of licenses issued under this chapter. Effective: July 14, 2018 History: Amended 2018 Ky. Acts ch. 35, sec. 3, effective July 14, 2018; and ch. 46, sec. 18, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 7, effective July 12, 2012. -- Created 2004 Ky. Acts ch. 96, secs. 2 and 5, effective July 13, 2004. Legislative Research Commission Note (7/14/2018). This statute was amended by 2018 Ky. Acts chs. 35 and 46. Where these Acts are not in conflict, they have been codified together. Where a conflict exists, Acts ch. 46, which was last enacted by the General Assembly, prevails under KRS 446.250. Legislative Research Commission Note (7/13/2004). This section was created by 2004 Ky. Acts ch. 96, secs. 2 and 5. The text of sec. 2 is identical to the text of the first two sentences of subsection (1) of sec. 5, and the two sections have been codified together. 317A.065 Licensee to maintain updated information with board -- Administrative regulations. All licensees shall be required to maintain with the board updated contact information, addresses for current business locations, and employer contact information. This information shall be supplied on the form submitted to the board as established in administrative regulations promulgated by the board. Effective: July 14, 2022 History: Created 2022 Ky. Acts ch. 235, sec. 1, effective July 14, 2022. 317A.070 Hearings -- Appeals.

(1) The board shall hold hearings upon the request of any licensee or applicant directly affected by the board's decision to refuse to issue or renew a license or permit, or to deny, suspend, probate, fine, or revoke a license or permit. A licensee or applicant shall request a hearing within thirty (30) days of the board's notice that it seeks to refuse to issue or renew a license or permit, or to deny, suspend, probate, fine, or revoke a license or permit. The hearing shall be conducted in accordance with KRS Chapter 13B. (2) Rulings of the board as a result of any hearing may be appealed to the Franklin Circuit Court in accordance with KRS Chapter 13B. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 19, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 8, effective July 12, 2012. -- Amended 1996 Ky. Acts ch. 318, sec. 273, effective July 15, 1996. -- Amended 1980 Ky. Acts ch. 202, sec. 3, effective July 15, 1980. -- Created 1974 Ky. Acts ch. 354, sec. 7.

317A.080 Kentucky Board of Cosmetology trust and agency fund -- Disposition of fees. (1) There is hereby established in the State Treasury the Kentucky Board of Cosmetology trust and agency fund. (2) The fund shall be administered by the board. (3) (a) All fees collected by the board shall be deposited into the fund and shall be used only for the purpose of administering the provisions of this chapter as it relates to the board. (b) The cost and expenses of administering the provisions of this chapter including compensation to members of the board and its officers and employees shall be paid out of the State Treasury upon warrants of the secretary of the Finance and Administration Cabinet according to law. However, the total expense of administering these provisions shall not exceed the fees and other charges collected by the board and available in the fund; (4) Notwithstanding KRS 45.229, fund amounts not expended at the close of a fiscal year shall not lapse but shall be carried forward into the next fiscal year. (5) Any interest earnings of the fund shall become a part of the fund and shall not lapse. (6) Moneys deposited in the fund are hereby appropriated for the purposes set forth in this section and shall not be appropriated or transferred by the General Assembly for any other purposes. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 20, effective March 30, 2018. -- Created 1974 Ky. Acts ch. 74, Art. II, sec. 9(2); and ch. 354, sec. 8.

317A.100 Reciprocal licensing -- Administrative regulations -- Continuing education. (1) The board may promulgate reasonable administrative regulations pertaining to the issuance of a license, upon payment of the prescribed license fee, to any person holding a comparable license issued by another state where the laws of that state, in the opinion of the board, provide comparable professional qualification, health, and safety standards; (2) A person who provides certification of licensure from a state board or appropriate agency, whose requirements are not comparable to those of Kentucky, who has held a license in good standing for more than two (2) years, shall be issued a Kentucky license after completion of an application, payment of a fee, and passage of the theory and practical examinations. (3) A person who provides certification of licensure from a state board or appropriate agency, whose requirements are not comparable to those of Kentucky, who has held a license in good standing for less than two (2) years, shall be able to cure the deficiency of comparability through continuing education in Kentucky as determined by the board. The board may require completion of an application, payment of a fee, and passage of the theory and practical examinations. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 22, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 10, effective July 12, 2012. -- Created 1974 Ky. Acts ch. 354, sec. 10.

317A.105 Cosmetology Licensure Compact. ARTICLE 1. PURPOSE The purpose of this Compact is to facilitate the interstate practice and regulation of Cosmetology with the goal of improving public access to, and the safety of, Cosmetology Services and reducing unnecessary burdens related to Cosmetology licensure. Through this Compact, the Member States seek to establish a regulatory framework which provides for a new multistate licensing program. Through this new licensing program, the Member States seek to provide increased value and mobility to licensed Cosmetologists in the Member States, while ensuring the provision of safe, effective, and reliable services to the public. This Compact is designed to achieve the following objectives, and the Member States hereby ratify the same intentions by subscribing hereto: A. Provide opportunities for interstate practice by Cosmetologists who meet uniform requirements for multistate licensure; B. Enhance the abilities of Member States to protect public health and safety, and prevent fraud and unlicensed activity within the profession; C. Ensure and encourage cooperation between Member States in the licensure and regulation of the Practice of Cosmetology; D. Support relocating Active Military Members and their spouses; E. Facilitate the exchange of information between Member States related to the licensure, investigation, and discipline of the Practice of Cosmetology; and F. Provide for the licensure and mobility of the workforce in the profession, while addressing the shortage of workers and lessening the associated burdens on the Member States. ARTICLE 2. DEFINITIONS As used in this Compact, and except as otherwise provided, the following definitions shall govern the terms herein: A. "Active Military Member" means any person with full-time duty status in the Armed Forces of the United States, including members of the National Guard and Reserve; B. "Adverse Action" means any administrative, civil, equitable, or criminal action permitted by a Member State's laws which is imposed by a State Licensing Authority or other regulatory body against a Cosmetologist, including actions against an individual's license or Authorization to Practice such as revocation, suspension, probation, monitoring of the Licensee, limitation of the Licensee's practice, or any other Encumbrance on a license affecting an individual's ability to participate in the Cosmetology industry, including the issuance of a cease and desist order; C. "Authorization to Practice" means a legal authorization associated with a Multistate License permitting the Practice of Cosmetology in that Remote State, which shall be subject to the enforcement jurisdiction of the State Licensing Authority in that Remote State; D. "Alternative Program" means a nondisciplinary monitoring or prosecutorial diversion program approved by a Member State's State Licensing Authority; E. "Background Check" means the submission of information for an applicant for the purpose of obtaining that applicant's criminal history record information, as further defined in 28 C.F.R. sec. 20.3(d), from the Federal Bureau of Investigation and the agency responsible for retaining State criminal or disciplinary history in the applicant's Home State; F. "Charter Member State" means Member States who have enacted legislation to adopt this Compact where such legislation predates the effective date of this Compact as defined in Article 13; G. "Commission" means the government agency whose membership consists of all States that have enacted this Compact, which is known as the Cosmetology Licensure Compact Commission, as defined in Article 9, and which shall operate as an instrumentality of the Member States; H. "Cosmetologist" means an individual licensed in their Home State to practice Cosmetology; I. "Cosmetology," "Cosmetology Services," and the "Practice of Cosmetology" mean the care and services provided by a Cosmetologist as set forth in the Member State's statutes and regulations in the State where the services are being provided; J. "Current Significant Investigative Information" means: 1. Investigative Information that a State Licensing Authority, after an inquiry or investigation that complies with a Member State's due process requirements, has reason to believe is not groundless and if proved true, would indicate a violation of that State's laws regarding fraud or the Practice of Cosmetology; or 2. Investigative Information that indicates that a Licensee has engaged in fraud or represents an immediate threat to public health and safety, regardless of whether the Licensee has been notified and had an opportunity to respond; K. "Data System" means a repository of information about Licensees, including but not

limited to license status, Investigative Information, and Adverse Actions; L. "Disqualifying Event" means any event which shall disqualify an individual from holding a Multistate License under this Compact, which the Commission may by Rule or order specify; M. "Encumbered License" means a license in which an Adverse Action restricts the Practice of Cosmetology by a Licensee, or where said Adverse Action has been reported to the Commission; N. "Encumbrance" means a revocation or suspension of, or any limitation on, the full and unrestricted Practice of Cosmetology by a State Licensing Authority; O. "Executive Committee" means a group of delegates elected or appointed to act on behalf of, and within the powers granted to them by, the Commission; P. "Home State" means the Member State which is a Licensee's primary State of residence, and where that Licensee holds an active and unencumbered license to practice Cosmetology; Q. "Investigative Information" means information, records, or documents received or generated by a State Licensing Authority pursuant to an investigation or other inquiry; R. "Jurisprudence Requirement" means the assessment of an individual's knowledge of the laws and rules governing the Practice of Cosmetology in a State; S. "Licensee" means an individual who currently holds a license from a Member State to practice as a Cosmetologist; T. "Member State" means any State that has adopted this Compact; U. "Multistate License" means a license issued by and subject to the enforcement jurisdiction of the State Licensing Authority in a Licensee's Home State, which authorizes the Practice of Cosmetology in Member States and includes Authorizations to Practice Cosmetology in all Remote States pursuant to this Compact; V. "Remote State" means any Member State, other than the Licensee's Home State; W. "Rule" means any rule or regulation promulgated by the Commission under this Compact which has the force of law; X. "Single-State License" means a Cosmetology license issued by a Member State that authorizes the Practice of Cosmetology only within the issuing State and does not include any authorization outside of the issuing State; Y. "State" means a State, territory, or possession of the United States and the District of Columbia; and Z. "State Licensing Authority" means a Member State's regulatory body responsible for issuing Cosmetology licenses or otherwise overseeing the Practice of Cosmetology in that State.

**ARTICLE 3. MEMBER STATE REQUIREMENTS** A. To be eligible to join this Compact, and to maintain eligibility as a Member State, a State shall: 1. License and regulate Cosmetology; 2. Have a mechanism or entity in place to receive and investigate complaints about Licensees practicing in that State; 3. Require that Licensees within the State pass a Cosmetology competency examination prior to being licensed to provide Cosmetology Services to the public in that State; 4. Require that Licensees satisfy educational or training requirements in Cosmetology prior to being licensed to provide Cosmetology Services to the public in that State; 5. Implement procedures for considering one (1) or more of the following categories of information from applicants for licensure: criminal history; disciplinary history; or Background Check. Such procedures may include the submission of information by applicants for the purpose of obtaining an applicant's Background Check as defined herein; 6. Participate in the Data System, including through the use of unique identifying numbers; 7. Share information related to Adverse Actions with the Commission and other Member States, both through the Data System and otherwise; 8. Notify the Commission and other Member States, in compliance with the terms of the Compact and Rules of the Commission, of the existence of Investigative Information or Current Significant Investigative Information in the State's possession regarding a Licensee practicing in that State; 9. Comply with such Rules as may be enacted by the Commission to administer the Compact; and 10. Accept Licensees from other Member States as established herein. B. Member States may charge a fee for granting a license to practice Cosmetology. C. Individuals not residing in a Member State shall continue to be able to apply for a Member State's Single-State License as provided under the laws of each Member State. However, the Single-State License granted to these individuals shall not be recognized as granting a Multistate License to provide services in any other Member State. D. Nothing in this Compact shall affect the requirements established by a Member State for the issuance of a Single-State License. E. A Multistate License issued to a Licensee by a Home State to a resident of that State shall be recognized by each Member State as authorizing a Licensee to practice Cosmetology in each Member State. F. At no point shall the Commission have the power to define the educational or professional requirements for a license to practice Cosmetology. The Member States shall retain sole jurisdiction over the provision of these requirements. **ARTICLE 4. MULTISTATE LICENSE** A. To be eligible to apply to their Home State's State Licensing Authority for an initial Multistate License under this Compact, a Licensee shall hold an active and unencumbered Single-State License to practice Cosmetology in their Home State. B. Upon the receipt of an application for a Multistate License, according to the Rules of the Commission, a Member State's State Licensing Authority shall ascertain whether the applicant meets the requirements for a Multistate License under this Compact. C. If an applicant meets the requirements for a Multistate License under this Compact and any applicable Rules of the Commission, the State Licensing Authority in receipt of the application shall, within a reasonable time, grant a Multistate License to that applicant, and inform all Member States of the grant of said Multistate License. D. A Multistate License to practice Cosmetology issued by a Member State's State Licensing Authority shall be recognized by each Member State as authorizing the practice thereof as though that Licensee held a Single-State License to do so in each Member State, subject to the restrictions herein. E. A Multistate License granted pursuant to this Compact may be effective for a definite period of time, concurrent with the licensure renewal period in the Home State. F. To maintain a Multistate License under this Compact, a Licensee must: 1. Agree to abide by the rules of the State Licensing Authority, and the State scope of practice laws governing the Practice of Cosmetology, of any Member State in which the Licensee provides services; 2. Pay all required fees related to the application and process, and any other fees which the Commission may by Rule require; and 3. Comply with any and all other requirements regarding Multistate Licenses which the Commission may by Rule provide. G. A Licensee practicing in a Member State is subject to all scope of practice laws governing Cosmetology Services in that State. H. The Practice of Cosmetology under a Multistate License granted pursuant to this Compact will subject the Licensee to the jurisdiction of the State Licensing Authority, the courts, and the laws of the Member State in which the Cosmetology Services are provided.

**ARTICLE 5. REISSUANCE OF A MULTISTATE LICENSE BY A NEW HOME STATE** A. A Licensee may hold a Multistate License, issued by their Home State, in only one (1) Member State at any given time. B. If a Licensee changes their Home State by moving between two (2) Member States: 1. The Licensee shall immediately apply for the reissuance of their Multistate License in their new Home State. The Licensee shall pay all applicable fees and notify the prior Home State in accordance with the Rules of the Commission. 2. Upon receipt of an application to reissue a Multistate License, the new Home State shall verify that the Multistate License is active, unencumbered, and eligible for reissuance under the terms of the Compact and the Rules of the Commission. The Multistate License issued by the prior Home State will be deactivated and all Member States notified in accordance with the applicable Rules adopted by the Commission. 3. If required for initial licensure, the new Home State may require a Background Check as specified in the laws of that State, or the compliance with any Jurisprudence Requirements of the new Home State. 4. Notwithstanding any other provision of this Compact, if a Licensee does not meet the requirements set forth in this Compact for the reissuance of a Multistate License by the new Home State, then the Licensee shall be subject to the new Home State requirements for the issuance of a Single-State License in that State. C. If a Licensee changes their primary State of residence by moving from a Member State to a non-Member State, or from a non-Member State to a Member State, then the Licensee shall be subject to the State requirements for the issuance of a Single-State License in the new Home State. D. Nothing in this Compact shall interfere with a Licensee's ability to hold a Single-State License in multiple States; however, for the purposes of this Compact, a Licensee shall have only one (1) Home State, and only one (1) Multistate License. E. Nothing in this Compact shall interfere with the requirements established by a Member State for the issuance of a Single-State License.

**ARTICLE 6. AUTHORITY OF THE COSMETOLOGY LICENSURE COMPACT COMMISSION AND MEMBER STATES STATE LICENSING AUTHORITIES** A. Nothing in this Compact, nor any Rule or regulation of the Commission, shall be construed to limit, restrict, or in any way reduce the ability of a Member State to enact and enforce laws, regulations, or other rules related to the Practice of Cosmetology in that State, where those laws, regulations, or other rules are not inconsistent with the provisions of this Compact. B. Insofar as practical, a Member State's State Licensing Authority shall cooperate with the Commission and with each entity exercising independent regulatory authority over the Practice of Cosmetology according to the provisions of this Compact. C. Discipline shall be the sole responsibility of the State in which Cosmetology Services are provided. Accordingly, each Member State's State Licensing Authority shall be responsible for receiving complaints about individuals practicing Cosmetology in that State, and for communicating all relevant Investigative Information about any such Adverse Action to the other Member States through the Data System in addition to any other methods the Commission may by Rule require. **ARTICLE 7. ADVERSE ACTIONS** A. A Licensee's Home State shall have exclusive power to impose an Adverse Action against a Licensee's Multistate License issued by the Home State. B. A Home State may take Adverse Action on a Multistate License based on the Investigative Information, Current Significant Investigative Information, or Adverse Action of a Remote State. C. In addition to the powers conferred by State law, each Remote State's State Licensing Authority shall have the power to: 1. Take Adverse Action against a Licensee's Authorization to Practice Cosmetology through the Multistate License in that Member State, provided that: a. Only the Licensee's Home State shall have the power to take Adverse Action against the Multistate License issued by the Home State; and b. For the purposes of taking Adverse Action, the Home State's State Licensing Authority shall give the same priority and effect to reported conduct received from a Remote State as it would if such conduct had occurred within the Home State. In so doing, the Home State shall apply its own State laws to determine the appropriate action; 2. Issue cease and desist orders or impose an Encumbrance on a Licensee's Authorization to Practice within that Member State; 3. Complete any pending investigations of a Licensee who changes their primary State of residence during the course of such an investigation. The State Licensing Authority shall also be empowered to report the results of such an investigation to the Commission through the Data System as described herein; 4. Issue subpoenas for both hearings and investigations that require the attendance and testimony of witnesses, as well as the production of evidence. Subpoenas issued by a State Licensing Authority in a Member State for the attendance and testimony of witnesses or the production of evidence from another Member State shall be enforced in the latter State by any court of competent jurisdiction, according to the practice and procedure of that court applicable to subpoenas issued in proceedings before it. The issuing State Licensing Authority shall pay any witness fees, travel expenses, mileage, and other fees required by the service statutes of the State in which the witnesses or evidence are located; 5. If otherwise permitted by State law, recover from the affected Licensee the costs of investigations and disposition of cases resulting from any Adverse Action taken against that Licensee; and 6. Take Adverse Action against the Licensee's Authorization to Practice in that State based on the factual findings of another Remote State. D. A Licensee's Home State shall complete any pending investigation(s) of a Cosmetologist who changes their primary State of residence during the course of the investigation(s). The Home State shall also have the authority to take appropriate action(s) and shall promptly report the conclusions of the investigations to the Data System. E. If an Adverse Action is taken by the Home State against a Licensee's

Multistate License, the Licensee's Authorization to Practice in all other Member States shall be deactivated until all Encumbrances have been removed from the Home State license. All Home State disciplinary orders that impose an Adverse Action against a Licensee's Multistate License shall include a statement that the Cosmetologist's Authorization to Practice is deactivated in all Member States during the pendency of the order. F. Nothing in this Compact shall override a Member State's authority to accept a Licensee's participation in an Alternative Program in lieu of Adverse Action. A Licensee's Multistate License shall be suspended for the duration of the Licensee's participation in any Alternative Program. G. Joint Investigations. 1. In addition to the authority granted to a Member State by its respective scope of practice laws or other applicable State law, a Member State may participate with other Member States in joint investigations of Licensees. 2. Member States shall share any investigative, litigation, or compliance materials in furtherance of any joint or individual investigation initiated under the Compact. ARTICLE 8. ACTIVE MILITARY MEMBERS AND THEIR SPOUSES Active Military Members, or their spouses, shall designate a Home State where the individual has a current license to practice Cosmetology in good standing. The individual may retain their Home State designation during any period of service when that individual or their spouse is on active duty assignment. ARTICLE 9. ESTABLISHMENT OF THE COSMETOLOGY LICENSURE COMPACT COMMISSION A. The Compact Member States hereby create and establish a joint government agency whose membership consists of all Member States that have enacted the Compact known as the Cosmetology Licensure Compact Commission. The Commission is an instrumentality of the Compact Member States acting jointly and not an instrumentality of any one (1) State. The Commission shall come into existence on or after the effective date of the Compact as set forth in Article 13. B. Membership, Voting, and Meetings. 1. Each Member State shall have and be limited to one (1) delegate selected by that Member State's State Licensing Authority. 2. The delegate shall be an administrator of the State Licensing Authority of the Member State or their designee. 3. The Commission shall by Rule or bylaw establish a term of office for delegates and may by Rule or bylaw establish term limits. 4. The Commission may recommend removal or suspension of any delegate from office. 5. A Member State's State Licensing Authority shall fill any vacancy of its delegate occurring on the Commission within sixty (60) days of the vacancy. 6. Each delegate shall be entitled to one (1) vote on all matters that are voted on by the Commission. 7. The Commission shall meet at least once during each calendar year. Additional meetings may be held as set forth in the bylaws. The Commission may meet by telecommunication, video conference, or other similar electronic means. C. The Commission shall have the following powers: 1. Establish the fiscal year of the Commission; 2. Establish code of conduct and conflict of interest policies; 3. Establish and amend Rules and bylaws; 4. Maintain its financial records in accordance with the bylaws; 5. Meet and take such actions as are consistent with the provisions of this Compact, the Commission's Rules, and the bylaws; 6. Initiate and conclude legal proceedings or actions in the name of the Commission, provided that the standing of any State Licensing Authority to sue or be sued under applicable law shall not be affected; 7. Maintain and certify records and information provided to a Member State as the authenticated business records of the Commission, and designate an agent to do so on the Commission's behalf; 8. Purchase and maintain insurance and bonds; 9. Borrow, accept, or contract for services of personnel, including but not limited to employees of a Member State; 10. Conduct an annual financial review; 11. Hire employees, elect or appoint officers, fix compensation, define duties, grant such individuals appropriate authority to carry out the purposes of the Compact, and establish the Commission's personnel policies and programs relating to conflicts of interest, qualifications of personnel, and other related personnel matters; 12. As set forth in the Commission Rules, charge a fee to a Licensee for the grant of a Multistate License and thereafter, as may be established by Commission Rule, charge the Licensee a Multistate License renewal fee for each renewal period. Nothing herein shall be construed to prevent a Home State from charging a Licensee a fee for a Multistate License or renewals of a Multistate License, or a fee for the Jurisprudence Requirement if the Member State imposes such a requirement for the grant of Multistate License; 13. Assess and collect fees; 14. Accept any and all appropriate gifts, donations, grants of money, other sources of revenue, equipment, supplies, materials, and services, and receive, utilize, and dispose of the same; provided that at all times the Commission shall avoid any appearance of impropriety or conflict of interest; 15. Lease, purchase, retain, own, hold, improve, or use any property, real, personal, or mixed, or any undivided interest therein; 16. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of any property real, personal, or mixed; 17. Establish a budget and make expenditures; 18. Borrow money; 19. Appoint committees, including standing committees, composed of members, State regulators, State legislators or their representatives, and consumer representatives, and such other interested persons as may be designated in this Compact and the bylaws; 20. Provide and receive information from, and cooperate with, law enforcement agencies; 21. Elect a Chair, Vice Chair, Secretary and Treasurer and such other officers of the Commission as provided in the Commission's bylaws; 22. Establish and elect an Executive Committee, including a chair and a vice chair; 23. Adopt and provide to the Member States an annual report; 24. Determine whether a State's adopted language is materially different from the model Compact language such that the State would not qualify for participation in the Compact; and 25. Perform such other functions as may be necessary or appropriate to achieve the purposes of this Compact. D. The Executive Committee. 1. The Executive Committee shall have the power to act on behalf of the Commission according to the terms of this Compact. The powers, duties, and responsibilities of the Executive Committee shall include: a. Overseeing the day-to-day activities of the administration of the Compact, including compliance with the provisions of the Compact, the Commission's Rules and bylaws, and other such duties as deemed necessary; b. Recommending to the Commission changes to the Rules or bylaws, changes to this Compact legislation, fees charged to Compact Member States, fees charged to Licensees, and other fees; c. Ensuring Compact administration services are appropriately provided, including by contract; d. Preparing and recommending the budget; e. Maintaining financial records on behalf of the Commission; f. Monitoring Compact compliance of Member States and providing compliance reports to the Commission; g. Establishing additional committees as necessary; h. Exercising the powers and duties of the Commission during the interim between Commission meetings, except for adopting or amending Rules, adopting or amending bylaws, and exercising any other powers and duties expressly reserved to the Commission by Rule or bylaw; and i. Other duties as provided in the Rules or bylaws of the Commission. 2. The Executive Committee shall be composed of up to seven (7) voting members: a. The chair and vice chair of the Commission and any other members of the Commission who serve on the Executive Committee shall be voting sixteen (16) members of the Executive Committee; and b. Other than the chair, vice-chair, secretary and treasurer, the Commission shall elect three voting members from the current membership of the Commission. c. The Commission may elect ex officio, nonvoting members from a recognized national Cosmetology professional association as approved by the Commission. The Commission's bylaws shall identify qualifying organizations and the manner of appointment if the number of organizations seeking to appoint an ex officio member exceeds the number of members specified in this Article. 3. The Commission may remove any member of the Executive Committee as provided in the Commission's bylaws. 4. The Executive Committee shall meet at least annually. a. Annual Executive Committee meetings, as well as any Executive Committee meeting at which it does not take or intend to take formal action on a matter for which a Commission vote would otherwise be required, shall be open to the public, except that the Executive Committee may meet in a closed, nonpublic session of a public meeting when dealing with any of the matters covered under Article 9.F.4. b. The Executive Committee shall give five (5) business days advance notice of its public meetings, posted on its website and as determined to provide notice to persons with an interest in the public matters the Executive Committee intends to address at those meetings. 5. The Executive Committee may hold an emergency meeting when acting for the Commission to: a. Meet an imminent threat to public health, safety, or welfare; b. Prevent a loss of Commission or Member State funds; or c. Protect public health and safety. E. The Commission shall adopt and provide to the Member States an annual report. F. Meetings of the Commission. 1. All meetings of the Commission that are not closed pursuant to Article 9.F.4 shall be open to the public. Notice of public meetings shall be posted on the Commission's website at least thirty (30) days prior to the public meeting. 2. Notwithstanding Article 9.F.1, the Commission may convene an emergency public meeting by providing at least twenty-four (24) hours prior notice on the Commission's website, and any other means as provided in the Commission's Rules, for any of the reasons it may dispense with notice of proposed rulemaking under Article 11.L. The Commission's legal counsel shall certify that one of the reasons justifying an emergency public meeting has been met. 3. Notice of all Commission meetings shall provide the time, date, and location of the meeting, and if the meeting is to be held or accessible via telecommunication, video conference, or other electronic means, the notice shall include the mechanism for access to the meeting. 4. The Commission may convene in a closed, nonpublic meeting for the Commission to discuss: a. Noncompliance of a Member State with its obligations under the Compact; b. The employment, compensation, discipline, or other matters practices, or procedures related to specific employees or other matters related to the Commission's internal personnel practices and procedures; c. Current or threatened discipline of a Licensee by the Commission or by a Member State's State Licensing Authority; d. Current, threatened, or reasonably anticipated litigation; e. Negotiation of contracts for the purchase, lease, or sale of goods, services, or real estate; f. Accusing any person of a crime or formally censuring any person; g. Trade secrets or commercial or financial information that is privileged or confidential; h. Information of a personal nature where disclosure would constitute a clearly unwarranted invasion of personal privacy; i. Investigative records compiled for law enforcement purposes; j. Information related to any investigative reports prepared by or on behalf of or for use of the Commission or other committee charged with responsibility of investigation or determination of compliance issues pursuant to the Compact; k. Legal Advice; l. Matters specifically exempted from disclosure by federal or Member State law; or m. Other matters as promulgated by the Commission by Rule. 5. If a meeting, or portion of a meeting, is closed, the presiding officer shall state that the meeting will be closed and reference each relevant exempting provision, and such reference shall be recorded in the minutes. 6. The Commission shall keep minutes that fully and clearly describe all matters discussed in a meeting and shall provide a full and accurate summary of actions taken, and the reasons therefor, including a description of the views expressed. All documents considered in connection with an action shall be identified in such minutes. All minutes and documents of a closed meeting shall remain under seal, subject to release only by a majority vote of the Commission or order of a court of competent jurisdiction. G. Financing of the Commission. 1. The Commission shall pay, or provide for the payment of, the reasonable expenses of its establishment, organization, and ongoing activities. 2. The Commission may accept any and all appropriate sources of revenue, donations, and grants of money, equipment, supplies, materials, and services. 3. The Commission may levy on and collect an annual assessment from each Member State and impose fees on Licensees of Member States to whom it grants a Multistate License to cover the cost of the operations and activities of the Commission and its staff, which must be in a total amount sufficient to cover its annual budget as approved each year for which revenue is not provided by other sources. The aggregate annual assessment amount for Member States shall be allocated based upon a formula that the Commission shall promulgate by Rule.

4. The Commission shall not incur obligations of any kind prior to securing the funds adequate to meet the same; nor shall the Commission pledge the credit of any of the Member States, except by and with the authority of the Member State. 5. The Commission shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission shall be subject to the financial review and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission shall be subject to an annual financial review by a certified or licensed public accountant, and the report of the financial review shall be included in and become part of the annual report of the Commission. H. Qualified Immunity, Defense, and Indemnification. 1. The members, officers, executive director, employees, and representatives of the Commission shall be immune from suit and liability, both personally and in their official capacity, for any claim for damage to or loss of property or personal injury or other civil liability caused by or arising out of any actual or alleged act, error, or omission that occurred, or that the person against whom the claim is made had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided that nothing in this paragraph shall be construed to protect any such person from suit or liability for any damage, loss, injury, or liability caused by the intentional or willful or wanton misconduct of that person. The procurement of insurance of any type by the Commission shall not in any way compromise or limit the immunity granted hereunder. 2. The Commission shall defend any member, officer, executive director, employee, and representative of the Commission in any civil action seeking to impose liability arising out of any actual or alleged act, error, or omission that occurred within the scope of Commission employment, duties, or responsibilities, or as determined by the Commission that the person against whom the claim is made had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities; provided that nothing herein shall be construed to prohibit that person from retaining their own counsel at their own expense; and provided further, that the actual or alleged act, error, or omission did not result from that person's intentional or willful or wanton misconduct. 3. The Commission shall indemnify and hold harmless any member, officer, executive director, employee, and representative of the Commission for the amount of any settlement or judgment obtained against that person arising out of any actual or alleged act, error, or omission that occurred within the scope of Commission employment, duties, or responsibilities, or that such person had a reasonable basis for believing occurred within the scope of Commission employment, duties, or responsibilities, provided that the actual or alleged act, error, or omission did not result from the intentional or willful or wanton misconduct of that person. 4. Nothing herein shall be construed as a limitation on the liability of any Licensee for professional malpractice or misconduct, which shall be governed solely by any other applicable State laws. 5. Nothing in this Compact shall be interpreted to waive or otherwise abrogate a Member State's State action immunity or State action affirmative defense with respect to antitrust claims under the Sherman Act, Clayton Act, or any other State or federal antitrust or anticompetitive law or regulation. 6. Nothing in this Compact shall be construed to be a waiver of sovereign immunity by the Member States or by the Commission. ARTICLE 10. DATA SYSTEM A. The Commission shall provide for the development, maintenance, operation, and utilization of a coordinated database and reporting system. B. The Commission shall assign each applicant for a Multistate License a unique identifier, as determined by the Rules of the Commission. C. Notwithstanding any other provision of State law to the contrary, a Member State shall submit a uniform data set to the Data System on all individuals to whom this Compact is applicable as required by the Rules of the Commission, including: 1. Identifying information; 2. Licensure data; 3. Adverse Actions against a license and information related thereto; 4. Nonconfidential information related to Alternative Program participation, the beginning and ending dates of such participation, and other information related to such participation; 5. Any denial of application for licensure, and the reason(s) for such denial (excluding the reporting of any criminal history record information where prohibited by law); 6. The existence of Investigative Information; 7. The existence of Current Significant Investigative Information; and 8. Other information that may facilitate the administration of this Compact or the protection of the public, as determined by the Rules of the Commission. D. The records and information provided to a Member State pursuant to this Compact or through the Data System, when certified by the Commission or an agent thereof, shall constitute the authenticated business records of the Commission, and shall be entitled to any associated hearsay exception in any relevant judicial, quasi-judicial or administrative proceedings in a Member State. E. The existence of Current Significant Investigative Information and the existence of Investigative Information pertaining to a Licensee in any Member State will only be available to other Member States. F. It is the responsibility of the Member States to monitor the database to determine whether Adverse Action has been taken against such a Licensee or License applicant. Adverse Action information pertaining to a Licensee or License applicant in any Member State will be available to any other Member State. G. Member States contributing information to the Data System may designate information that may not be shared with the public without the express permission of the contributing State. H. Any information submitted to the Data System that is subsequently expunged pursuant to federal law or the laws of the Member State contributing the information shall be removed from the Data System. ARTICLE 11. RULEMAKING A. The Commission shall promulgate reasonable Rules in order to effectively and efficiently implement and administer the purposes and provisions of the Compact. A Rule shall be invalid and have no force or effect only if a court of competent jurisdiction holds that the Rule is invalid because the Commission exercised its rulemaking authority in a manner that is beyond the scope and purposes of the Compact, or the powers granted hereunder, or based upon another applicable standard of review. B. The Rules of the Commission shall have the force of law in each Member State, provided however that where the Rules of the Commission conflict with the laws of the Member State that establish the Member State's scope of practice laws governing the Practice of Cosmetology as held by a court of competent jurisdiction, the Rules of the Commission shall be ineffective in that State to the extent of the conflict. C. The Commission shall exercise its rulemaking powers pursuant to the criteria set forth in this Article and the Rules adopted thereunder. Rules shall become binding as of the date specified by the Commission for each Rule. D. If a majority of the legislatures of the Member States rejects a Rule or portion of a Rule, by enactment of a statute or resolution in the same manner used to adopt the Compact within four (4) years of the date of adoption of the Rule, then such Rule shall have no further force and effect in any Member State or to any State applying to participate in the Compact. E. Rules shall be adopted at a regular or special meeting of the Commission. F. Prior to adoption of a proposed Rule, the Commission shall hold a public hearing and allow persons to provide oral and written comments, data, facts, opinions, and arguments. G. Prior to adoption of a proposed Rule by the Commission, and at least thirty (30) days in advance of the meeting at which the Commission will hold a public hearing on the proposed Rule, the Commission shall provide a notice of proposed rulemaking: 1. On the website of the Commission or other publicly accessible platform; 2. To persons who have requested notice of the Commission's notices of proposed rulemaking; and 3. In such other way(s) as the Commission may by Rule specify. H. The notice of proposed rulemaking shall include: 1. The time, date, and location of the public hearing at which the Commission will hear public comments on the proposed Rule and, if different, the time, date, and location of the meeting where the Commission will consider and vote on the proposed Rule; 2. If the hearing is held via telecommunication, video conference, or other electronic means, the Commission shall include the mechanism for access to the hearing in the notice of proposed rulemaking; 3. The text of the proposed Rule and the reason therefor; 4. A request for comments on the proposed Rule from any interested person; and 5. The manner in which interested persons may submit written comments. I. All hearings will be recorded. A copy of the recording and all written comments and documents received by the Commission in response to the proposed Rule shall be available to the public. J. Nothing in this Article shall be construed as requiring a separate hearing on each Rule. Rules may be grouped for the convenience of the Commission at hearings required by this Article. K. The Commission shall, by majority vote of all members, take final action on the proposed Rule based on the rulemaking record and the full text of the Rule. 1. The Commission may adopt changes to the proposed Rule provided the changes do not enlarge the original purpose of the proposed Rule. 2. The Commission shall provide an explanation of the reasons for substantive changes made to the proposed Rule as well as reasons for substantive changes not made that were recommended by commenters. 3. The Commission shall determine a reasonable effective date for the Rule. Except for an emergency as provided in Article 11.L., the effective date of the Rule shall be no sooner than forty-five (45) days after issuing the notice that it adopted or amended the Rule. L. Upon determination that an emergency exists, the Commission may consider and adopt an emergency Rule with five (5) days' notice, with opportunity to comment, provided that the usual rulemaking procedures provided in the Compact and in this Article shall be retroactively applied to the Rule as soon as reasonably possible, in no event later than ninety (90) days after the effective date of the Rule. For the purposes of this provision, an emergency Rule is one that must be adopted immediately to: 1. Meet an imminent threat to public health, safety, or welfare; 2. Prevent a loss of Commission or Member State funds; 3. Meet a deadline for the promulgation of a Rule that is established by federal law or rule; or 4. Protect public health and safety. M. The Commission or an authorized committee of the Commission may direct revisions to a previously adopted Rule for purposes of correcting typographical errors, errors in format, errors in consistency, or grammatical errors. Public notice of any revisions shall be posted on the website of the Commission. The revision shall be subject to challenge by any person for a period of thirty (30) days after posting. The revision may be challenged only on grounds that the revision results in a material change to a Rule. A challenge shall be made in writing and delivered to the Commission prior to the end of the notice period. If no challenge is made, the revision will take effect without further action. If the revision is challenged, the revision may not take effect without the approval of the Commission. N. No Member State's rulemaking requirements shall apply under this Compact. ARTICLE 12. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT A. Oversight. 1. The executive and judicial branches of State government in each Member State shall enforce this Compact and take all actions necessary and appropriate to implement the Compact. 2. Venue is proper and judicial proceedings by or against the Commission shall be brought solely and exclusively in a court of competent jurisdiction where the principal office of the Commission is located. The Commission may waive venue and jurisdictional defenses to the extent it adopts or consents to participate in alternative dispute resolution proceedings. Nothing herein shall affect or limit the selection or propriety of venue in any action against a Licensee for professional malpractice, misconduct, or any such similar matter. 3. The Commission shall be entitled to receive service of process in any proceeding regarding the enforcement or interpretation of the Compact and shall have standing to intervene in such a proceeding for all purposes. Failure to provide the Commission service of process shall render a judgment or order void as to the Commission, this Compact, or promulgated Rules. B. Default, Technical Assistance, and Termination. 1. If the Commission determines that a Member State has defaulted in the performance of its obligations or responsibilities under this Compact or the promulgated Rules, the Commission shall provide written notice to the defaulting State. The notice of default shall describe the default, the proposed means of curing the default, and any other action that the Commission may take, and shall offer training and specific technical assistance regarding the default. 2. The Commission shall provide a copy of the notice of default to the other Member

States. 3. If a State in default fails to cure the default, the defaulting State may be terminated from the Compact upon an affirmative vote of a majority of the delegates of the Member States, and all rights, privileges, and benefits conferred on that State by this Compact may be terminated on the effective date of termination. A cure of the default does not relieve the offending State of obligations or liabilities incurred during the period of default. 4. Termination of membership in the Compact shall be imposed only after all other means of securing compliance have been exhausted. Notice of intent to suspend or terminate shall be given by the Commission to the governor, the majority and minority leaders of the defaulting State's legislature, the defaulting State's State Licensing Authority, and each of the Member States' State Licensing Authority. 5. A State that has been terminated is responsible for all assessments, obligations, and liabilities incurred through the effective date of termination, including obligations that extend beyond the effective date of termination. 6. Upon the termination of a State's membership from this Compact, that State shall immediately provide notice to all Licensees within that State of such termination. The terminated State shall continue to recognize all licenses granted pursuant to this Compact for a minimum of one hundred eighty (180) days after the date of said notice of termination. 7. The Commission shall not bear any costs related to a State that is found to be in default or that has been terminated from the Compact, unless agreed upon in writing between the Commission and the defaulting State. 8. The defaulting State may appeal the action of the Commission by petitioning the U.S. District Court for the District of Columbia or the federal district where the Commission has its principal offices. The prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees. C. Dispute Resolution. 1. Upon request by a Member State, the Commission shall attempt to resolve disputes related to the Compact that arise among Member States and between Member States and non-Member States. 2. The Commission shall promulgate a Rule providing for both mediation and binding dispute resolution for disputes as appropriate. D. Enforcement. 1. The Commission, in the reasonable exercise of its discretion, shall enforce the provisions of this Compact and the Commission's Rules. 2. By majority vote as provided by Commission Rule, the Commission may initiate legal action against a Member State in default in the United States District Court for the District of Columbia or the federal district where the Commission has its principal offices to enforce compliance with the provisions of the Compact and its promulgated Rules. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees. The remedies herein shall not be the exclusive remedies of the Commission. The Commission may pursue any other remedies available under federal or the defaulting Member State's law. 3. A Member State may initiate legal action against the Commission in the U.S. District Court for the District of Columbia or the federal district where the Commission has its principal offices to enforce compliance with the provisions of the Compact and its promulgated Rules. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees. 4. No person other than a Member State may enforce this Compact against the Commission. ARTICLE 13. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT A. The Compact shall come into effect on the date on which the Compact statute is enacted into law in the seventh Member State. 1. On or after the effective date of the Compact, the Commission shall convene and review the enactment of each of the Charter Member States to determine if the statute enacted by each such Charter Member State is materially different than the model Compact statute. a. A Charter Member State whose enactment is found to be materially different from the model Compact statute shall be entitled to the default process set forth in Article 12. b. If any Member State is later found to be in default, or is terminated or withdraws from the Compact, the Commission shall remain in existence and the Compact shall remain in effect even if the number of Member States should be less than seven (7). 2. Member States enacting the Compact subsequent to the Charter Member States shall be subject to the process set forth in Article 9.C.24 to determine if their enactments are materially different from the model Compact statute and whether they qualify for participation in the Compact. 3. All actions taken for the benefit of the Commission or in furtherance of the purposes of the administration of the Compact prior to the effective date of the Compact or the Commission coming into existence shall be considered to be actions of the Commission unless specifically repudiated by the Commission. 4. Any State that joins the Compact shall be subject to the Commission's Rules and bylaws as they exist on the date on which the Compact becomes law in that State. Any Rule that has been previously adopted by the Commission shall have the full force and effect of law on the day the Compact becomes law in that State. B. Any Member State may withdraw from this Compact by enacting a statute repealing the same. 1. A Member State's withdrawal shall not take effect until one hundred eighty (180) days after enactment of the repealing statute. 2. Withdrawal shall not affect the continuing requirement of the withdrawing State's Licensing Authority to comply with the investigative and Adverse Action reporting requirements of this Compact prior to the effective date of withdrawal. 3. Upon the enactment of a statute withdrawing from this Compact, a State shall immediately provide notice of such withdrawal to all Licensees within that State. Notwithstanding any subsequent statutory enactment to the contrary, such withdrawing State shall continue to recognize all licenses granted pursuant to this Compact for a minimum of six (6) months after the date of such notice of withdrawal. C. Nothing contained in this Compact shall be construed to invalidate or prevent any licensure agreement or other cooperative arrangement between a Member State and a non-Member State that does not conflict with the provisions of this Compact. D. This Compact may be amended by the Member States. No amendment to this Compact shall become effective and binding upon any Member State until it is enacted into the laws of all Member States. ARTICLE 14. CONSTRUCTION AND SEVERABILITY A. This Compact and the Commission's rulemaking authority shall be liberally construed so as to effectuate the purposes, and the implementation and administration of the Compact. Provisions of the Compact expressly authorizing or requiring the promulgation of Rules shall not be construed to limit the Commission's rulemaking authority solely for those purposes. B. The provisions of this Compact shall be severable and if any phrase, clause, sentence or provision of this Compact is held by a court of competent jurisdiction to be contrary to the constitution of any Member State, a State seeking participation in the Compact, or of the United States, or the applicability thereof to any government, agency, person, or circumstance is held to be unconstitutional by a court of competent jurisdiction, the validity of the remainder of this Compact and the applicability thereof to any other government, agency, person, or circumstance shall not be affected thereby. C. Notwithstanding Article 14.B., the Commission may deny a State's participation in the Compact or, in accordance with the requirements of Article 12, terminate a Member State's participation in the Compact, if it determines that a constitutional requirement of a Member State is a material departure from the Compact. Otherwise, if this Compact shall be held to be contrary to the constitution of any Member State, the Compact shall remain in full force and effect as to the remaining Member States and in full force and effect as to the Member State affected as to all severable matters. ARTICLE 15. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS A. Nothing herein shall prevent or inhibit the enforcement of any other law of a Member State that is not inconsistent with the Compact. B. Any laws, statutes, regulations, or other legal requirements in a Member State in conflict with the Compact are superseded to the extent of the conflict. C. All permissible agreements between the Commission and the Member States are binding in accordance with their terms. ARTICLE 16. APPLICABILITY OF KENTUCKY STATE GOVERNMENT In order to clarify the effect of certain provisions of this Compact and to ensure that the rights and responsibilities of the various branches of government are maintained, the following shall be in effect in this state: A. By entering into this Compact, this State authorizes the State Licensing Authority as defined in Article 2.S. of this Compact and as created by KRS Chapter 317A to implement the provisions of this Compact. B. Notwithstanding any provision of this Compact to the contrary: 1. When a Rule is adopted pursuant to Article 11 of this Compact, the State Licensing Authority of this State as defined by Article 2.Z. of this Compact shall have sixty (60) days to review the Rule for the purpose of filing the Rule as an emergency administrative regulation pursuant to KRS 13A.190 and for filing the Rule as an accompanying ordinary administrative regulation, following the requirements of KRS Chapter 13A. Failure by the State Licensing Authority of this State as defined by Article 2.Z. of this Compact to promulgate a Rule adopted by the Cosmetology Licensure Compact Commission as an administrative regulation pursuant to KRS Chapter 13A shall result in withdrawal as set forth in Article 13 of this Compact. Nothing in these provisions shall negate the applicability of a Commission Rule or Article 11 of this Compact to this state. 2. If the proposed administrative regulation is found deficient and the deficiency is not resolved pursuant to KRS 13A.330 or 13A.335, the provisions of Article 12 of this Compact shall apply. If the deficiency is resolved in a manner determined by the Commission to be inconsistent with this Compact or its Rules, or if the procedures under Article 12 of this Compact fail to resolve an issue, the withdrawal provisions of Article 13 of this Compact shall apply. 3. If a court of competent jurisdiction determines that the Cosmetology Licensure Compact Commission created by Article 9 of this Compact exercises its rulemaking authority in a manner that is beyond the scope of the purposes of this Compact, or the powers granted under this Compact, then such an action by the Commission shall be invalid and have no force or effect. C. Article 9.G. of this Compact pertaining to the financing of the Commission shall not be interpreted to obligate the general fund of this State. Any funds used to finance this Compact shall be from money collected pursuant to KRS 317A.080. D. This Compact shall apply only to those licensed Cosmetologists who practice or work under a Compact privilege. Effective: June 29, 2023 History: Created 2023 Ky. Acts ch. 64, sec. 1, effective June 29, 2023. 317A.110 Repealed, 2012.Catchline at repeal: Assistance to board. History: Repealed 2012 Ky. Acts ch. 152, sec. 26, effective July 12, 2012. -- Amended 2010 Ky. Acts ch. 24, sec. 1669, effective July 15, 2010. -- Amended 1984 Ky. Acts ch. 111, sec. 138, effective July 13, 1984. -- Created 1974 Ky. Acts ch. 354, sec. 11. 317A.120 Examinations by board. (1) Examinations given by the board shall cover all phases of qualifications for the license applied for including skill and technique of applicant as well as scientific and other knowledge. National exams may be used if approved by the board. (2) Examinations shall be given by trained proctors. (3) Examinations shall be given at regularly prescribed intervals. (4) Examinations shall be given at locations that have been approved by the board. (5) A nail technician applicant who fails a written theory test or an oral practical demonstration shall be eligible to retake that portion after one (1) month has passed from the date the applicant received actual notice of the failure. Effective: July 15, 2024 History: Amended 2024 Ky. Acts ch. 25, sec. 3, effective July 15, 2024. -- Amended 2018 Ky. Acts ch. 46, sec. 23, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 11, effective July 12, 2012. -- Amended 1984 Ky. Acts ch. 111, sec. 139, effective July 13, 1984. -- Created 1974 Ky. Acts ch. 354, sec. 12. 317A.130 Sanitation requirements and prohibited practices -- Practices under supervision of physician. (1) No instructor, student, cosmetologist, or nail technician shall: (a) Fail to provide the head rest of each chair with a laundered towel or a sheet of clean paper for each person; (b) Fail to place around the patron's neck a strip of cotton, towel, or neck strip so that the haircloth does not come in contact with the patron's skin; (c) Use on one (1) patron a towel that has been used upon another patron, unless the towel has been laundered; (d) Use on any patron any razor, scissors, tweezers, comb, bowl, recirculating pipes, rubber disc, or part of vibrator or other

similar equipment or appliance that comes into contact with the head, face, hands, feet, or neck of a patron, until the equipment or appliance has been sterilized in accordance with methods of sterilization that are bacteriologically effective and approved by the Cabinet for Health and Family Services; or (e) Use on any patron a liquid nail enhancement product containing monomeric methyl methacrylate, also known as dental acrylic monomer, for the purpose of creating artificial nail enhancements in the practice of cosmetology and nail technology. (2) No esthetician practicing under this chapter shall perform any of the following unless practicing under the immediate supervision of a licensed physician: (a) Botox or collagen injections; (b) Laser treatments; (c) Electrolysis; (d) Tattoo; (e) Permanent makeup; (f) Microblading; or (g) Piercing. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 24, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 12, effective July 12, 2012. -- Amended 1998 Ky. Acts ch. 437, sec. 1, effective July 15, 1998. -- Amended 1996 Ky. Acts ch. 82, sec. 6, effective July 15, 1996. -- Created 1974 Ky. Acts ch. 354, sec. 13. Legislative Research Commission Note (7/12/2006). 2005 Ky. Acts ch. 99, sec. 675, instructs the Reviser of Statutes to correct statutory references to agencies and officers whose names have been changed in the Act, as it confirms the establishment of the Cabinet for Health and Family Services. Such a correction has been made in this section.

317A.140 Grounds for fine, reprimand, probation, suspension, revocation, or refusal to issue or renew license or permit. (1) The board may refuse to issue or renew a license or permit, or may suspend or revoke a license or permit, impose probationary conditions upon, impose an administrative fine, issue a written reprimand or admonishment, or take any combination of these actions regarding proof of any applicant's, permittee's, or licensee's: (a) Conviction of a felony, if in accordance with KRS Chapter 335B; (b) Gross malpractice or incompetence; (c) Mental or physical health that would endanger public health or safety; (d) False or deceptive practice or misrepresentation including advertising; (e) Practicing in an unlicensed salon or in a salon knowing that the salon is not in compliance with this chapter or the administrative regulations of the board promulgated pursuant to this chapter; (f) Immoral conduct, unprofessional conduct, or a violation of the code of ethics; (g) Teaching in an unlicensed school or in a school knowing that the school is not in compliance with this chapter or the administrative regulations of the board promulgated pursuant to this chapter; (h) Failure to comply with the administrative regulations of the board. (2) Payments in lieu of suspension collected by the board shall be deposited in the State Treasury and credited to the general fund. (3) The board may require retesting of any licensee upon proper showing of gross malpractice or incompetence on the part of the licensee. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 25, effective March 30, 2018. -- Amended 2017 Ky. Acts ch. 158, sec. 62, effective June 29, 2017. -- Amended 2012 Ky. Acts ch. 152, sec. 13, effective July 12, 2012. -- Amended 1980 Ky. Acts ch. 202, sec. 5, effective July 15, 1980. -- Created 1974 Ky. Acts ch. 354, sec. 14.

317A.145 Complaint procedure -- Investigation -- Action against violator -- Inspections. (1) The board shall receive complaints concerning any person licensed under this chapter relating to the licensee's business or professional practices. The board may investigate all complaints concerning any person licensed under the provisions of this chapter. The board may on its own volition initiate such an investigation and shall promulgate administrative regulations necessary for the administration of the provisions of this section. (2) If upon investigation there appears to be a violation of the provisions of this chapter, the board shall take such action as it deems necessary under the provisions of KRS 317A.140. (3) For the purpose of enforcing the provisions of this chapter, officers, agents, and inspectors of the board may enter upon premises of all facilities issued a permit or license by the board, at all reasonable times and during periods when those premises are otherwise open to the public, and make inspections to determine compliance with this chapter and the administrative regulations promulgated by the board, and inspect books, papers, or records pertaining to the licensed activity, a copy of which may be obtained by the board officer, agent, or inspector. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 26, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 14, effective July 12, 2012. -- Created 1980 Ky. Acts ch. 202, sec. 6, effective July 15, 1980. 317A.150 Fee exemptions. Nothing in this chapter shall supersede KRS 156.010 nor shall any fee be required for any student enrolling in a program operated by the Kentucky Department of Education. Effective: March 30, 2018 History: Amended 2018 Ky. Acts ch. 46, sec. 27, effective March 30, 2018. -- Amended 1980 Ky. Acts ch. 188, sec. 260, effective July 15, 1980. -- Amended 1978 Ky. Acts ch. 155, sec. 83, effective June 17, 1978. -- Created 1974 Ky. Acts ch. 354, sec. 15.

317A.155 Cosmetologists, estheticians, limited stylists, and nail technicians must practice in licensed establishments -- Services to hospice patients, deceased persons in the care of funeral establishments, and persons suffering from attested medical conditions. (1) As used in this section, "funeral establishment" means funeral establishment as defined in KRS 316.010. (2) Every person practicing as a cosmetologist, esthetician, limited stylist, or nail technician shall practice in an establishment licensed by the board. (3) Notwithstanding subsection (2) of this section, persons holding an active license from the board as a cosmetologist, esthetician, limited stylist, or nail technician and who practice in salons licensed by the board shall be permitted to render services outside of an establishment licensed by the board for pay, free, or otherwise, to: (a) A person suffering from a terminal illness and who is receiving the services of a hospice program either at home or at a hospice inpatient unit; (b) A person who is deceased and in the care of a funeral establishment; or (c) A person suffering from a medical condition, as attested by a physician in writing, which limits physical mobility to such an extent that it would impose an undue burden on that person to attempt to travel to an establishment licensed by the board. (4) Cosmetologists, estheticians, limited stylists, and nail technicians who render services authorized in subsection (3) of this section shall have the permission of the owner or administrator of the establishment where the services are rendered and the permission of the person, or their legal representative, upon whom services will be rendered. Effective: July 14, 2022 History: Amended 2022 Ky. Acts ch. 235, sec. 9, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 46, sec. 28, effective March 30, 2018. -- Amended 2013 Ky. Acts ch. 53, sec. 1, effective June 25, 2013. -- Amended 2012 Ky. Acts ch. 152, sec. 15, effective July 12, 2012. -- Created 2002 Ky. Acts ch. 178, sec. 1, effective July 15, 2002.

317A.160 Repealed, 2018. Catchline at repeal: Cosmetologist and nail technician lessees as independent contractors -- Limitation of salon operator's liability. History: Repealed 2018 Ky. Acts ch. 46, sec. 34, effective March 30, 2018. -- Created 2004 Ky. Acts ch. 9, sec. 2, effective July 13, 2004.

317A.990 Penalties. (1) Any person who violates any provision of this chapter shall be fined not less than fifty dollars (\$50) nor more than one thousand five hundred dollars (\$1,500) per violation. (2) Any person who violates any administrative regulation lawfully promulgated by the board under the authority contained in this chapter shall be fined not less than twenty-five dollars (\$25) nor more than seven hundred fifty dollars (\$750) per violation. (3) Any person who violates KRS 317A.020 or 317A.155 shall be guilty of a Class B misdemeanor. Effective: July 14, 2022 History: Amended 2022 Ky. Acts ch. 235, sec. 10, effective July 14, 2022. -- Amended 2018 Ky. Acts ch. 46, sec. 29, effective March 30, 2018. -- Amended 2012 Ky. Acts ch. 152, sec. 16, effective July 12, 2012. -- Created 1974 Ky. Acts ch. 354, sec. 24.

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