



ZMS THE ACADEMY

School Catalog

January 1, 2023 – December 31, 2023

Mission Statement

**ZMS The Academy
is dedicated to providing quality, affordable, and
relevant vocational education leading to
personal & career success**

BARBERING
ESTHETICIAN

COSMETOLOGY
MANICURING

BODY ART TECHNICIAN FOR
PERMANENT MAKEUP



ZMS THE ACADEMY

2228 East Cesar E. Chavez Avenue
Los Angeles, California 90033
323-372-6132 telephone
www.zmstheacademy.com

APPROVAL/DISCLOSURE STATEMENT

ZMS The Academy, 2228 East Cesar E Chavez Avenue, Los Angeles, California 90033, is a private institution that is approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means compliance with state standards as set forth in the CEC and 5, CCR. An institution may not imply that the Bureau endorses programs or that Bureau approval means the institution exceeds minimum state standards.

For more information, contact the Bureau for Private Postsecondary Education (BPPE) at:

1747 N. Market Blvd., Suite 225

Sacramento, CA 95834

or by phone at 916-574-8900 or toll-free at (888) 370-7589 or fax 916-263-1897 or visit

www.bppe.ca.gov.

Cosmetology	1600 Hours	1 Year	Mon. – Thurs. 2:00 PM – 10:00 PM Friday 9:00 AM – 3:00 PM
Barbering	1000 Hours	8 Month	Mon. – Thurs. 8:00 AM – 4:00 PM
Esthetician	600 Hours	6 Months	Mon. – Wed. 8:00 AM – 4:00 PM
Manicuring	400 Hours	4 Months	Wed., Thurs., Fri. 8:00 AM – 4:00 PM
Body Art Technician for Permanent Makeup & Tattoo for Beginners	600 Hours	6 Months	Mon., Wed., Fri., 8:00 AM – 4:00

PM

California statute requires that a student who successfully completes a course of study be awarded an appropriate diploma or certificate verifying the fact.

“As a prospective student, you are encouraged to review this catalog prior to signing an enrollment. You are also encouraged to review the School’s Performance Fact Sheet which must be provided to you prior to signing an enrollment agreement.”

This school is currently approved to participate in approved sponsored programs, government or otherwise, to provide grants and/or loans to pay for portions of tuition and fees.

The Board of Barbering and Cosmetology (BBC) sets minimum standards for these programs of study: Cosmetology, Barbering, and Esthetician. The minimum number of class hours and the total clock hours for each course, as outlined in the program’s *Rules and Regulations* booklet, must be met to qualify the students for licensure.

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the:

Bureau for Private Postsecondary Education at
1747 N Market Blvd., Suite 225
Sacramento, CA 95834
P.O. Box 980818, West Sacramento, CA 95798-0818
www.bppe.ca.gov

or by phone at (916) 574-8900 or toll-free at (888) 370-7589 or fax (916) 263-1897

“A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form which can be obtained on the Bureau’s website at www.bppe.ca.gov.”

All information and the content of this school catalog is current and correct and is so certified as true by Judy Caspe, Director of Programs.

Signature

Judy Caspe
Program Director

ACCREDITATION

ZMS The Academy is accredited by the Council on Occupational Education, 7840 Roswell Road, Building 300, Suite 325, Atlanta, GA 30350, Telephone: 770-396-3898 / FAX: 770-396-3790, www.council.org.

ACADEMY MISSION STATEMENT

ZMS The Academy is dedicated to providing quality, affordable and relevant vocational education leading to personal and career success.

SCHOOL FACILITIES

All classes are held on campus at 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033.

ZMS The Academy is fully equipped to meet all the demands of modern hair and skill care while providing a high-tech atmosphere and attitude for progressive personal development. The 10,000 square-foot facility includes a private spa, lockers, guest reception area, work areas, management offices, private classrooms, workstation, and equipment.

The School has one (1) entrance and one (1) exit that are ADA compliant. There is one (1) men's bathroom, one (1) women's bathroom, and one (1) additional bathroom that is ADA compliant. All offices and classrooms are wheelchair accessible. There are two (2) water fountains as well as filtered water which are wheelchair accessible.

SCHOOL EQUIPMENT

ZMS The Academy has 22 barber and salon chairs and stations, 12 facial beds, 12 guest/client chairs, 6 hair dryers and shampoo bowls, 9 handwashing sinks, 1 biohazard steamers, 12 facial bed magnifying lights, 2 waxing stations, 12 manicuring tables and stations, 2 manicuring guest couches, 4 classroom projectors, 4 microphone/amplifiers, and 1 public address system.

SCHOOL LIBRARY

ZMS The Academy offers students an online companion program of resources via the *THINKIFIC* platform. In addition to 35 hardcover hair, skin, and makeup books, ZMS has 10 computers available for student research. The video library consists of a yearly only subscription of *Behind the Chair* videos and tutorials. Students have access to these online learning resources at any time.

ADMINISTRATIVE/OWNERSHIP

ZMS The Academy, LLC, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033, is independently owned.

PARKING AND AMENITIES

Students must abide by local (city and/or landlord) parking rules which are explained during orientation. ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033, is not responsible for parking violations and/or towing fees.

NONDISCRIMINATION

ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California, 90033, in its admission, instruction, and graduation policies and practices does not discriminate based on sex, race, religion, age, ethnic origin, color, disability, sexual orientation, or ancestry.

The School does not allow or tolerate discrimination of any kind, bullying, harassment, or hazing or any sort. If any student or team member experiences or witnesses anyone being bullied, harassed, or hazed in any way, he or she is required to report the matter to the school director, Judy Caspe, in person or by calling 323-372-6132 or by mail at ZMS The Academy, 2223 East Cesar E. Chavez Avenue, Los Angeles, California 90033 immediately so appropriate action can be taken.

PRGRAM DESCRIPTIONS (All courses are taught in English.)

Cosmetology: (SOC 39-5012.00, CIP Code 12.0401)

The curriculum involves 1,600 hours to satisfy California State requirements. The program includes intensive instruction and practical experience in cutting, men's cutting, color, texture, long hair, makeup, skin, nails, customer service, personal appearance and hygiene, personal motivation and development, retail (take home) skills, guest record-keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

Students are prepared to be entry-level cosmetologists.

Barbering: (SOC 39-5011.00, CIP Code 12.0402)

The curriculum involves 1,000 hours to satisfy California State requirements. The program includes extensive instruction and practical experience in men's cutting, color, texture, men's grooming, customer service, personal appearance and hygiene, personal motivation and development, retail (take home) skills, guest record-keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

Students are prepared to be entry-level barbers.

Esthetician: (SOC 39-5094, CIP Code 12.0409)

The curriculum involves 600 hours to satisfy California State requirements. The program includes extensive instruction and practical experience in skin, facials, hair removal, makeup application, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, business ethics, state laws and regulations, salon-type administration, and job interviewing.

Students are prepared to be entry-level estheticians.

Manicuring: (SOC 39-5092, CIP Code 12.0410)

The curriculum involves 400 hours to satisfy California State requirements. The program includes extensive instruction and practical experience in nails, nail application, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, business ethics, state laws and regulations, salon-type administration, and job interviewing.

Students are prepared to be entry-level manicurists.

**Body Art Technician for Permanent Makeup & Tattoo for Beginners
(SOC 39-9099, CIP Code 12.0411)**

The curriculum involves 600 hours. The program includes extensive instruction and practical experience in the application of implanting pigment into the skin for a permanent cosmetic enhancement, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, business ethics, state laws and regulations, salon-type administration, and job interviewing.

Students are prepared to be entry-level body art practitioners.

The School does not have any written agreement with any other entity to offer in whole or part of any of its educational programs.

LANGUAGE DISCLOSURE

ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles California 90033, does not provide English as a Second instruction. All programs are taught in English.

Students must have the ability to read and write English at a level of a graduate of an American high school as demonstrated by the possession of a standard high school diploma, high school transcript, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credits towards a bachelor's degree, High School Equivalency diploma (GED), or official High School Equivalency diploma test scores.

If The Academy feels that the English skills of the prospective students in not sufficient, the student will not be enrolled.

ADMISSION REQUIREMENTS

ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033, admits as regular students those who are high school graduates or holders of high school graduation equivalency certificates. ZMS The Academy does not accept ability-to-benefit (ATB) students. ZMS The Academy does not accept credit by examination or achievement tests.

ADMISSION PROCEDURES

Complete an Application Form

Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting time from ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033.

Provide Verification Documents

Prospective students must provide the following documents.

- a. Identification (provide only one): Copies of a
 - passport.
 - government issued identification.
 - driver's license.
 - birth certificate.
- b. Education (provide only one): Copies of a
 - standard high school diploma.*

- high school transcripts.*
- an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree.
- high school equivalency diploma.
- official high school equivalency diploma test scores.

*Please note that a modified high school diploma, certificate of completion, or a certificate of attainment is not accepted for admission requirements. They are not considered equivalent to a standard high school diploma. The Academy requires that the proof of education be from a valid high school or high school equivalency program. If it is determined that your diploma or high school equivalency diploma is not valid, admission will be denied.

Dual License: Cosmetology and Barbering Programs

Students that have their California Cosmetology license to have completed the 1600 hours in Cosmetology and would like to enroll in the Barbering program must submit a copy of their official Cosmetology transcript.

Students that have their California Barbering license or have completed the 1000 hours in Barbering and would like to enroll in the Cosmetology program must submit a copy of their official Barbering transcript.

Foreign Diplomas or Transcripts

The School will accept a foreign diploma or transcript. However, the diploma or transcript must be equivalent to a U.S. high school diploma and must be translated into English by a certified translator and evaluated by a recognized credentialed evaluation service.

It is the student's responsibility to have the foreign diploma or transcript translated and evaluated as part of the admissions process. Because the cost of evaluating a foreign diploma or transcript must be incurred as a charge of admissions prior to enrollment in an eligible program, the fee cannot be included in the cost of attendance (COA). Guidance on who to contact to secure an official translation and evaluation can be obtained from the Financial Aid Director.

ZMS The Academy does not recruit students who are already enrolled in a similar program at another institution.

If you have a disability and need an academic adjustment, please notify an Admissions Representative as soon as possible so that the School can review your request.

If you are interested in attending ZMS The Academy and you do not have a high school diploma or high school equivalency certificate, please contact the Admissions Office for a list of high school equivalency programs located near the school.

ZMS The Academy does not require a student to have immunizations/vaccinations to enroll. A copy of the School's ADA Policy and Requests for Accommodations form may be found on the School's website or be obtained from an Admissions Representative.

Transfer hours accepted by the School are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress (SAP) evaluation periods are based on actual contracted hours at the institution, please refer to the school transfer policy for additional information.

International Students

ZMS The Academy does not accept international students and is not approved by SEVIS.

Visa Services

Visa services are not provided and ZMS The Academy will not vouch for student status. Since visa services are not provided, there is no associated charge.

Acceptance

After a prospective student has completed the enrollment application process, the enrollment team, and School Director reviews each applicant and his or her required admissions materials, including the written entrance essay and personal interview, to determine acceptance.

Upon the decision of the enrollment team and School Director, the applicant receives written notification of acceptance or denial. **Note:** All applicants must undergo the entire enrollment application process (detailed in the enrollment application) which includes re-entry student (withdrawals) and transfer students.

ZMS The Academy does not recruit or give compensation to students enrolling. It is prohibited by all employees of ZMS and its past and present students.

Re-entry Students

Students who re-enroll in the program within 180 days of withdrawal date must complete the following.

All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Director.

- Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the program.

- If a re-enrolling student has previously used all their excused absences provided under the original contract, the student will not receive any additional time for excused absences under the new contract addendum.

Students who re-enroll in the program after 180 days of the withdrawal date must complete the following.

- All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Director.
- Students will be contracted at the current tuition hourly rate.
- If a re-enrolling student has previously used all their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new re-enrollment contract.

Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

Please select your program of enrollment.

☐ Barbering ☐ Cosmetology ☐ Esthetician ☐ Manicuring
☐ Body Art Technician for Permanent Makeup & Tattoo for Beginners
☐ **Student Initials**

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of the credits you earn at ZMS The Academy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in **(Education Program:_____)** is also at the complete discretion of the institution to which you may seek to transfer.

If the credits or certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may see to transfer after attending ZMS The Academy to determine if your credits or certificate will transfer.

EXPERIENTIAL LEARNING

ZMS The Academy does not grant credit or clock hours for current or prior experiential learning.

TRANSFER STUDENTS

ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033, will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material.

Students who have had training outside the State of California must provide proof of the number of hours of training to the Board of Barbering and Cosmetology and ZMS The Academy prior to enrollment.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition.

Please note that students transferring to another school may not be able to transfer all hours they earned at ZMS The Academy. The number of transferable hours depends on the policy of the receiving school.

ZMS The Academy has not entered into an articulation agreement with any other college or university.

STATE LICENSING DISCLAIMER

The State of California may refuse to grant a license if a student has been convicted of a crime, committed any act involving dishonesty, fraud or deceit or committed any act that, if committed by a licensee of the business or profession in question, would be grounds for the Board of Barbering and Cosmetology to deny licensure. The Board of Barbering and Cosmetology denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033, is not responsible for students denied licensure. All programs, with the exception of Body Art Technician for Permanent Makeup & Tattoo for Beginners lead to licensure.

Satisfactory Academic Performance for Pre-Application

A student who wishes to pre-apply is required to have completed 75% of their total hours and be in good satisfactory academic performance standing (tuition, attendance, grades, and lab assignments).

ZMS The Academy reserves the right to process the pre-application for students.

BOARD OF BARBERING AND COSMETOLOGY LICENSING REQUIREMENTS

To receive a Board of Barbering and Cosmetology License in the State of California, a student must

- complete a Cosmetology, Barbering, Esthetician, or Manicuring program in school approved by the California State Board of Barbering and Cosmetology.
- submit an application and required fee.
- have at least a 10th grade education, or its equivalent, and be at least 17 years of age.
- receive a passing score on both the practical demonstration and written exam.

ENROLLMENT INFORMATION

Enrollment Periods

ZMS The Academy enrolls Barbering and Cosmetology students every Monday. Esthetician students are enrolled every Tuesday. Body Art Technician for Permanent Makeup & Tattoo for Beginners students are enrolled each quarter. Contact ZMS The Academy for specific starting dates.

Holidays and School Closures

ZMS The Academy observes the following holidays.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve and Christmas Day
- One day per month for staff development

These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of the School Administration.

The school is open for business unless there is a declared State of Emergency. Unexpected closures will be reported via the school's website and/or Facebook page.

Enrollment Contract

ZMS The Academy clearly outlines the obligation of both the School and the student in the enrollment contract. A copy of the enrollment contract and information on costs and payment plans will be furnished to the student before the beginning of class attendance.

Payment Schedule

ZMS The Academy offers a variety of monthly financial payment schedules. See the Financial Aid Director for details.

EDUCATIONAL GOALS

Our education goals are to

- education students to be professional, knowledgeable, and skilled in their field for marketability within the industry.
- maintain updated programs that provide students with the knowledge to compete in their field of study.
- promote the continuing educational growth of our faculty and students using current teaching methods and techniques.
- teach courtesy and professionalism as the foundation for successful career in their chosen field of study.
- prepare students to successfully pass the state licensing exam for entry-level employment.
- train and graduate students while empowering them to become confident and excited to enter a successful career within the salon and beauty industry.

STUDENT TUITION RECOVERY FUND (STRF)

The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss.

Unless relieved of the obligation to do so, you must the State-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment if you are not a California resident or are not enrolled in a residency program.

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2532 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916)431-6959 or (888) 370-7589.

To be eligible for the STRF, you must be California resident or enrolled in residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

- The institution, allocation of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
- You were enrolled at an institution or a location of the institution within the 120-day period before the closure of the institution or location of the institution or were enrolled in an educational program within the 120-day period before the program was discontinued.
- You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a signification decline in the eh quality or value of the program more than 120 days before the closure.
- The institution has been ordered to pay a refund to the Bureau but has failed to do so.
- The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law or has failed to pay or reimburse proceeds received by the institution excess of tuition and other costs.
- You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
- You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non-collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery.

If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or taxpayer identification number.

Note: Authority cited: Sections 94803, 94877, and 94923, Education Code Reference: Section 94923, 94924, and 94925, Education Code.

COST OF TUITION AND SUPPLIES

Because of inflationary cycles and because we must occasionally change equipment to remain current, the School reserves the right for the following tuition information to be subject to change.

Cosmetology

Tuition	\$ 12,395.00
Registration Fee (Non-Refundable)	\$ 250.00
Instructional Materials and Supplies (Non-Refundable)	\$ 350.00
Student Tuition Recovery Fund (STRF) Fees (\$32.50 paid by the institution)	\$ 0.00
Total Charges for a Period of Attendance and	\$ 12,995.00
Estimated Schedule of Total Charges for the Entire Program:	

Barbering

Tuition	\$ 8,395.00
Registration Fee (Non-Refundable)	\$ 250.00
Instructional Materials and Supplies (Non-Refundable)	\$ 350.00
Student Tuition Recovery Fund (STRF) Fees (\$22.50 paid by the institution)	\$ 0.00
Total Charges for a Period of Attendance and	\$ 8,995.00
Estimated Schedule of Total Charges for the Entire Program:	

Esthetician

Tuition	\$ 9,395.00
Registration Fee (Non-Refundable)	\$ 250.00
Instructional Materials and Supplies (Non-Refundable)	\$ 350.00
Student Tuition Recovery Fund (STRF) Fees (\$25.00 paid by the institution)	\$ 0.00

Total Charges for a Period of Attendance and	\$ 9,995.00
Estimated Schedule of Total Charges for the Entire Program:	

Manicuring

Tuition	\$ 2,250.00
Registration Fee (Non-Refundable)	\$ 250.00
Instructional Materials and Supplies (Non-Refundable)	\$ 1,250.00
Student Tuition Recovery Fund (STRF) Fees (\$7.50 paid by the institution)	\$ 0.00
Total Charges for a Period of Attendance and	\$ 3,500.00
Estimated Schedule of Total Charges for the Entire Program:	

Body Art Technician for Permanent Makeup & Tattoo for Beginners

Tuition	\$ 10,867.00
Registration Fee (Non-Refundable)	\$ 250.00
Instructional Materials and Supplies (Non-Refundable)	\$ 383.00
Student Tuition Recovery Fund (STRF) Fees (\$27.50 paid by the institution)	\$ 0.00
Total Charges for a Period of Attendance and	\$ 11,500.00
Estimated Schedule of Total Charges for the Entire Program:	

The School complies with the California Private Postsecondary Act of 2009. 94899.5 (b) and does not require more than one term or four months of tuition in advance until 50 percent of the program has been offered and the School is due full payment.

Please contact the School's Financial Aid Director for payment options. The School accepts cash, credit cards, and personal check payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. In extraordinary circumstances, the School may adjust tuition and kit fees for students that transfer from a school that has suddenly closed without notice.

ZMS The Academy participates in U.S. Department of Education federal student aid program. Financial aid is available for those who qualify. All consumer information that is required to be disclosed to the student pursuant to federal student aid set forth in this catalog.

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM, ALL THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THE INSTITUTION UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

Payments

If a student fails to make a scheduled tuition payment, the student may receive a coaching session on the Future Professional Advisory form. If a student consistently fails to make scheduled payments, the student may be terminated from the program.

If a student obtains a loan to pay for an educational program, the student will have to repay the full amount of the loan plus interest, less the amount of any refund. If the student receives federal student financial aid funds, the student is entitled to a refund of the monies not paid from federal financial aid funds.

CONSTITUTION DAY

ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033, celebrates Constitution Day on or near September 17 of each year. Voter registration and election data information for the State of California can be found at <http://www.sos.ca.gov>.

STUDENTS WHO WITHDRAW

Students who withdraw from the program are required to empty their locker and gather all personal items.

Any items left behind by the student will be stored for 60 days, at which time the items become the property of ZMS The Academy 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033.

Students wishing to transfer to another institution must pay all monies owed to ZMS The Academy and all applicable academic requirements must be met for the academic transcripts to be released.

TERMINATION POLICY

ZMS The Academy may terminate a student's enrollment for immoral and/or improper conduct, after receiving seven (7) coaching sessions, and/or failing to comply with educational requirements and/or the terms as agreed upon within the enrollment contract.

COSMETOLOGY PROGRAM OVERVIEW

Course Hours: 1600 Clock Hours

The program is divided into pre-clinical classroom instruction and clinical service-learning experiences.

Pre-clinical Classroom Instruction: The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.

Clinical Classroom Learning Experience: The remaining 1390 hours are spent in the clinic classroom area where practical experience is gained.

Cosmetology Program Outline

Your time at ZMS The Academy in the Cosmetology programs is divided into six designations.

1. **Core Curriculum:** A 210-hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods.

Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, color, permanent waving, and chemical texture services.

2. **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive students. You spend 70 hours as a Protégé preparing for the classroom.

3. **Clinic Classroom Learning Experience:** Your clinic classroom time, from 280 to 1600 hours, will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.

4. **Classroom Learning Experience:** Your classroom time, from 280 to 1600 hours, is divided into six (6) areas:

1. Cutting
2. Coloring
3. Texture
4. Makeup
5. Skin
6. Nails

Each area will be conducted in the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self-improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member, or guest artist.

5. **Adaptive Curriculum:** From 280 to 800 hours, you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building your skills as a future beauty industry professional.

6. **Creative Curriculum:** You will spend your last 800 hours at ZMS The Academy in “high gear” by dressing, acting, and working like a true beauty industry professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare for your future beauty industry career.

BARBERING PROGRAM OVERVIEW

Program Hours: 1000 Clock Hours

The program is divided into pre-clinical classroom instruction and clinical service-learning experiences.

Pre-clinical Classroom Instruction: The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.

Clinic Classroom Learning Experience: The remaining 790 hours are spent in the clinic floor area where practical experience is gained.

Barbering Program Outline

Your time at ZMS The Academy for the Barbering program will be divided into four designations.

1. **Core Curriculum:** A 210-hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods.

Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, color, permanent waving, and chemical texture services.

2. **Clinic Classroom Learning Experience:** Your clinic classroom time, from 280 to 1000 hours, will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.

3. **Classroom Learning Experience:** Your classroom time, from 280 to 1000 hours, is divided into six (6) areas:

1. Cutting
2. Coloring
3. Texture
4. Makeup
5. Skin
6. Nails

Each area will be conducted in the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self-improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member, or guest artist.

4. **Adaptive Curriculum:** From 280 to 750 hours, you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building your skills as a future beauty industry professional.

ESTHETICIAN PROGRAM OVERVIEW

Course Hours: 600 Clock Hours

The program is divided into pre-clinical instruction and clinical services-learning experiences.

Pre-clinical Classroom Instruction: The first 190 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.

Clinic Classroom Learning Experience: The remaining 410 hours are spent in the clinic floor area where practical experience is gained.

Esthetician Program Outline

Your time at ZMS The Academy for the Esthetician program will be divided into four designations.

1. **Core Curriculum:** This 190-hour time-period is dedicated to exploring foundational knowledge and basic esthetics, facial, hair removal, and makeup procedures. You will receive individual attention in practical workshops and you will complete monthly worksheets and periodic test throughout the program. This is an intense and exciting portion of your experience.
2. **Clinic Classroom Learning Experience:** You will enter a new phase of specialty classroom workshops coupled with challenging practical services that will continue to build your skills as a future beauty industry professional.
3. **Classroom Learning Experience:** During this phase of your learning, you will be introduced to guest speakers, prescriptive (Take Home) selling, motivation, self-improvement, body treatments, and emerging technologies. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to service guests. You will make discoveries and learn relationship-building skills that will guide your success in this exciting diverse field.

MANICURING PROGRAM OVERVIEW

Program Hours: 400 Clock Hours

The program is divided into pre-clinical instruction and clinical services-learning experiences.

Pre-clinical Classroom Instruction: The first 190 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.

Clinic Classroom Learning Experience: The remaining 381 hours are spent in the clinic floor area where practical experience is gained.

Manicuring Program Outline

Your time at ZMS The Academy for the Manicuring program will be divided into three designations.

1. **Core Curriculum:** This 190-hour time-period is dedicated to exploring foundational knowledge and basic esthetics, facial, hair removal, and makeup procedures. You will receive individual attention in practical workshops and you will complete month worksheets and periodic tests throughout the program. This is an intense and exciting portion of your experience.
2. **Clinic Classroom Floor Learning Experience:** You will enter a new phase of specialty classroom workshops coupled with challenging practical services that will continue to build your skills as a future beauty industry professional.
3. **Classroom Learning Experience:** During this phase of your learning, you will be introduced to guest speakers, prescriptive (Take Home) selling, motivation, self-improvement, body treatments, and emerging technologies. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to service guests. You will make discoveries and learn relationship-building skills that will guide your success in this exciting diverse field.

BODY ART TECHNICIAN FOR PERMANENT MAKEUP AND TATTO FOR BEGINNERS PROGRAM OVERVIEW

Program Hours: 600 Clock Hours

The program is divided into pre-clinical instruction and clinical services-learning experiences.

Pre-clinical Classroom Instruction: The first 190 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.

Clinic Classroom Learning Experience: The remaining 410 hours are spent in the clinic floor area where practical experience is gained.

Body Art Technician For Permanent Makeup And Tattoo For Beginners Program Outline

Your time at ZMS The Academy for the Body Art Technician For Permanent Makeup And Tattoo For Beginners program will be divided into three designations.

1. **Core Curriculum:** This 190-hour time-period is dedicated to exploring foundational knowledge and basic esthetics, facial, hair removal, and makeup procedures. You will receive individual attention in practical workshops and you will complete month worksheets and periodic tests throughout the program, This is an intense and exciting portion of your experience.
2. **Clinic Classroom Floor Learning Experience:** You will enter a new phase of specialty classroom workshops coupled with challenging practical services that will continue to build your skills as a future beauty industry professional.
3. **Classroom Learning Experience:** During this phase of your learning, you will be introduced to guest speakers, prescriptive (Take Home) selling, motivation, self-improvement, body treatments, and emerging technologies. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to service guests. You will make discoveries and learn relationship-building skills that will guide your success in this exciting diverse field.

COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following exams and grading procedures are incorporated during the student's 1600-hour program.

Weekly Theory Exams: Students must receive a grade of 70% or higher on each weekly theory exam.

210-Hour Core Written and Practical Skill Evaluation Exams: Student must receive a grade of 70% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core Class start date.

Final Exam 1 (After approximately 800 hours of instruction – written exam): This exam covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams.

Final Exam 2 (After approximately 1400 hours of instruction – written exam): This exam covers an overview of all theory instruction, California State law, and other items covered on the State Cosmetology exam. Students must receive a grade of 70% or higher on all final exams.

Clinic Classroom Practical Worksheets: Students must complete clinic classroom practical worksheets.

BARBERING PROGRAM TESTING AND GRADING PROCEDURES

The following exams and grading procedures are incorporated during the student's 1000-hour program.

Weekly Theory Exams: Students must receive a grade of 70% or higher on each weekly theory exam.

210-Hour Core Written and Practical Skill Evaluation Exams: Student must receive a grade of 70% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core Class start date.

Final Exam 1 (After approximately 800 hours of instruction – written exam): This exam covers an overview of all related barbering subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams.

Final Exam 2 (After approximately 900 hours of instruction – written exam): This exam covers an overview of all theory instruction, California State law, and other items covered on the State Barbering exam. Students must receive a grade of 70% or higher on all final exams.

Clinic Classroom Practical Worksheets: Students must complete clinic classroom practical worksheets.

ESTHETICIAN PROGRAM TESTING AND GRADING PROCEDURES

The following exams and grading procedures are incorporated during the student's 600-hour program.

Weekly Theory Exams: Students must receive a grade of 70% or higher on each weekly theory exam.

Midterm Written and Practical: Students must receive a grade of 70 or higher in all midterm exams.

Final Written and Practical: The exam covers an overview of all theory instruction, California State law, and other items covered on the State Esthetician exam. Students must receive a grade of 70% or higher on all final exams.

Clinic Classroom Practical Worksheets: Students must complete clinic classroom practical worksheets.

MANICURING PROGRAM TESTING AND GRADING PROCEDURES

The following exams and grading procedures are incorporated during the student's 400-hour program.

Weekly Theory Exams: Students must receive a grade of 70% or higher on each weekly theory exam.

Midterm Written and Practical: Students must receive a grade of 70 or higher in all midterm exams.

Final Written and Practical: The exam covers an overview of all theory instruction, California State law, and other items covered on the State Manicuring exam. Students must receive a grade of 70% or higher on all final exams.

Clinic Classroom Practical Worksheets: Students must complete clinic classroom practical worksheets.

BODY ART TECHNICIAN FOR PERMANENT MAKEUP AND TATTOO FOR BEGINNERS PROGRAM TESTING AND GRADING PROCEDURES

The following exams and grading procedures are incorporated during the student's 600-hour program.

Weekly Theory Exams: Students must receive a grade of 70% or higher on each weekly theory exam.

Midterm Written and Practical: Students must receive a grade of 70 or higher in all midterm exams.

Final Written and Practical: The exam covers an overview of all theory instruction and California. Students must receive a grade of 70% or higher on all final exams.

Clinic Classroom Practical Worksheets: Students must complete clinic classroom practical worksheets.

MEASURABLE PERFORMANCE OBJECTIVES

Students must

- complete the required number of clock hours of training.
- achieve and receive passing grades on all practical graduation requirements and projects including practical and theoretical examinations.

- satisfactorily pass final written and practical exams.
- receive a gradation certificate upon graduation.
- pass the State board exam.

SAFETY PERCAUTIONS FOR THE BEAUTY INDUSTRY

By following safety precautions, you contribute to the health, welfare, and safety of the community.

Always have good hygiene and be professionally dressed. Keep a first aid kit on hand, follow safety regulations, and keep equipment properly sanitized. The following five precautions should always be taken with each service guest.

1. Protect service guests' clothing by appropriately draping them.
2. Ask service guests to remove any jewelry, hair accessories, glasses, etc.
3. Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse the eyes with cold water.
4. Wear gloves when dealing with chemicals.
5. Remember that anything containing chemically active ingredients must be used carefully to avoid injury to you and your service guest.

INDUSTRY REQUIREMENTS

Students interested in pursuing a career in the beauty industry should

- develop finger dexterity and a sense of form and artistry.
- enjoy dealing with the public.
- stay current on the latest fashions and beauty techniques.
- make a strong commitment to your education.
- be aware that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

STUDENT SERVICES

Housing

ZMS The Academy keeps a file of information about housing in the surrounding areas; however, the school does not provide dormitory facilities and does not have any facilities under its control. The School has no responsibility to find or assist a student in finding housing.

There is available housing located within two miles of the school. The cost of housing is between \$800 - \$2, 500 per month.

Advising

Students are provided with academic advising and additional assistance, as necessary. If a referral for professional assistance is necessary. The School maintains a record of such referrals. Information and advice on any financial assistance are accessible to students.

ZMS The Academy also gives advice and information to students on the following subjects.

- Regulations governing licensure to practice including reciprocity among jurisdictions
- Employment opportunities
- Opportunities for continuing education following graduation

GRADUATION REQUIREMENTS IN PROGRAMS

To graduate from a program, students must

- receive the required number of clock hours of training. For a student to meet State requirements, all clinic practical worksheets must be completed in their entirety.
- pass written and practical exams.
- complete the required theory hours.
- pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the School.

Once the student has met all these requirements, he/she will receive a Certificate of Completion.

A certified transcript will be provided to a student who withdraws which will include hours for which the school has been compensated. For the purpose of transfer or graduation, hours will not be released by the School until all monies paid to ZMS The Academy have been paid and all academic requirements pertaining to those hours have been completed.

GRADUATES COMPLETING A PROGRAM AND ENROLLING IN A NEW PROGRAM

For students that graduate from one program within the school and wish to enroll in another program within the school, a determination of the State laws will determine the number of hours that will be transferred into the new program. The student will need to meet the quantitative and qualitative components of Satisfactory Academy Progress (SAP) for the new program.

GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

Although ZMS The Academy does not guarantee employment upon graduation, the School maintains an aggressive job placement program and will inform students of job openings and opportunities. ZMS The Academy coordinates placement programs with local and national salons by distributing surveys and inviting salon owners and guest artists to deliver seminars and speak.

ZMS The Academy has placed students in the beauty industry as hair stylists, makeup artists, beauty industry educators, salon owners or managers, estheticians, barbers, and beauty industry instructors.

Employment and Career Opportunities for Cosmetology

• Salon Hairstylist	• Hospital Hair-Care Service	• Cosmetology School Owner
• Free-lance Hairstylist	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Salon Owner/Manager	• Makeup Artist	• State Board Examiner
• Hair Color Specialist	• Stage and Film Makeup Artist	• State Board Inspector
• Artificial Hair Services Specialist	• Beauty and Fashion Consultant	• Trade Publication Writer
• Platform Artist	• Photo Stylist	
• Cruise Ship Stylist	• Cosmetology School Instructor	

Employment and Career Opportunities for Barbering

• Salon Barber	• Hospital Hair-Care Service	• Barbering School Owner
• Free-lance Barber	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Salon Owner/Manager	• Photo Stylist	• State Board Examiner
• Hair Color Specialist	• Stage and Film Makeup Artist	• State Board Inspector
• Barbering School Instructor	• Cruise Ship Barber	• Trade Publication Writer
• Platform Artist		

Employment and Career Opportunities for Esthetician

• Esthetician	• Salon or Spa Owner	• Educator or Instructor
• Free-lance Esthetician	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Makeup Artist	• State Board Examiner	• Stage and Film Makeup Artist
• State Board Inspector	• Cruise Ship	• Trade Publication Writer

Employment and Career Opportunities for Manicuring

• Nail Technician	• Salon or Spa Owner	• Educator or Instructor
• Free-lance Manicurist	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Nail Artist	• State Board Examiner	• Stage and Film Nail Artist
• State Board Inspector	• Cruise Ship	• Trade Publication Writer

Employment and Career Opportunities for Body Art Technician For Permanent Makeup And Tattoo For Beginners

• Body Art Practitioner	• Shop Owner	• Educator or Instructor
• Free-lance Artist	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Camouflage Artist	• Artist Textbook Author	• Stage and Film Tattoo Artist
• State Board Inspector	• Cruise Ship Tattoo Artist	• Trade Publication Writer

Students can refer to the Department of Labor website, <http://www/bls/gov>, for additional information employment opportunities and availability.

PROGRAM TEXTBOOKS AND WORKBOOKS (Handouts and other materials are supplemental.)

Cosmetology Textbook

1,129 pp., 8½" x 11", © 2016

ISBN-13: 9781285769417 List Price: \$133.95 USD

Cosmetology Workbook

ISBN-13: 9781285769479 List Price: \$55.95 USD

Barbering Textbook

944 pp., 8½" x 11", Hardcover, ©2017

ISBN-13: 9781305100558 List Price: \$149.95 USD

Barbering Workbook
ISBN-13: 9781305100664 List Price: \$70.95 USD

Esthetician Textbook
768 pp., 8½" x 11", Hardcover, ©2013
ISBN-13: 9781111306892 List Price: \$163.95 USD

Esthetician Workbook
ISBN-13: 9781111306915 List Price: \$88.95 USD

Manicuring Textbook
560 pp., 8½" x 11", Softcover, ©2015
ISBN-13: 9781285080475 List Price: \$136.95 USD

Manicuring Workbook
ISBN-13: 9781285080512 List Price: \$70.95 USD

Body Art Technician For Permanent Makeup And Tattoo For Beginners Textbooks
Microblading Bible
135 pp., 6 x 9, Softcover
ISBN 9781541012875 List Price: \$29.95

Permanent Cosmetics: The Foundation of Fundamental Applications
400 pp., 8½ x 11, Softcover
ISBN 978-1-5323-6852 List Price: \$179.00

STUDENT'S RIGHT TO CANCEL, WITHDRAW & REFUND POLICY

Cancellation

You have the right to cancel your agreement for a program of instruction, without any penalty or obligations, through attendance at the first-class session or the seventh calendar day after enrollment, whichever is later. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance.

Cancellation of this agreement can occur up to: _____ (7 calendar days from start date).

How Can I Cancel If I Change My Mind Within 7 Days Of Enrolling?

Cancellation may occur when the student provides a 1-written notice, 2-an email or by 3-telephone or 4-school text. If cancellation is mailed it must be addressed to the following address:

ZMS The Academy

2228 East Cesar E. Chavez Avenue
Los Angeles, California 90033

The written notice of cancellation need not take any particular form and however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement. _____ **initials**

If the Enrollment Agreement is cancelled within the 7 days of calendar, the school will refund the student and money he/she paid, less a registration or administration fee not to exceed \$100.00, and less any deduction for equipment/books/kit. _____ **initials**

If You Enroll And Never Start Your Program

- If you enroll and **do not start your program and never attend class**, you cannot be charged more than a \$100 fee.
- **ZMS THE ACADEMY does not charge or require any money from the student until they physically attend their first class.**
- If you need to delay or cancel your official start date, please let us know.

WITHDRAWAL FROM THE PROGRAM (After the 7-day cancellation period)

You may withdraw from the school at any time after the cancellation period (described above) and receive a pro rata refund if you have completed 60 percent or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00, and less any deduction (books and or kit for NON-REFUNDABLE PROGRAM FEES AND ITEMS).

How Can I Withdraw If I No Longer Want To Continue My Enrollment?

Withdrawal may occur when the student provides a 1-written notice, 2-an email or by 3-telephone or 4-school text. If cancellation is mailed it must be addressed to the following address:

ZMS The Academy
2228 East Cesar E. Chavez Avenue
Los Angeles, California 90033

The written notice of withdrawal, if sent by mail, is effective when deposited in the mail properly addressed with proper postage. _____ **initials**

The written notice of withdrawal need not take any particular form and however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.

_____initials

Student Refund Calculation

If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

_____initials

For the purpose of determining a refund under this section, a student shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

1. The student notifies the institution of the student's withdrawal or as of the date of the student's withdrawal, whichever is later.
2. The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution;

absences in excess of the maximum set forth by the institution; and/or failure to meet financial obligations to the School. If this occurs, ZMS The Academy will withdraw you from your program.

Calculations Of Student Refund

- For the purpose of determining the amount of the refund, the date of the student's withdrawal shall be deemed the **last date of recorded attendance**.
- The amount owed equals the daily charge for the program (total institutional charge, minus non-refundable fees, divided by the number of days in the program), multiplied by the **number of days scheduled to attend**, prior to withdrawal.
- If the student has **completed more than 60%** of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.
- If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan.
- Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of the benefits received, and any remaining amount shall be paid to the student. _____**Student Initials.**

- If the student has received federal student financial aid funds, the student is entitled to a refund of money not paid from federal student financial aid program funds. _____**Student Initials.**

Defaulting On A Federal Or State Student Loan

A student that has been awarded Financial Aid from a Federal or a State Agency is obligated to repay those loans and understand the consequences for non-repayment.

- (1)The federal or state government or a loan guarantee agency may act against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
- (2) The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.
- (3) The student's credit report may be adversely affected. _____**Student Initials.**

FEDERAL RETURN OF TITLE IV FUNDS POLICY/REFUND POLICY

The School participates in federal financial aid. Please refer to the following refund policy for specific consumer information pursuant to the federal financial aid program.

The Federal Return of Title IV Funds formula (R2T4) dictates the amount of Federal Title IV aid that must be returned to the federal government by the School and/or the student.

The federal formula is applicable to eligible students receiving federal aid when that student withdraws at any point during the payment period. If a student did not start or begin attendance at the school, the R2T4 formula does not apply.

Official Withdrawal Process

If a student wishes to withdraw from school, they must notify the Financial Aid Director at the school. The notification may be in writing or orally. The date the notification is received is the date of determination. The Financial Aid Director must begin the withdrawal process.

Unofficial Withdrawal Process

For unofficial withdrawals, a student's withdrawal date at the school that is required to take attendance is their last day of physical attendance. The date of determination is 14 days after they cease attendance.

In both cases, the last day of attendance will be used in the return to Title IV calculation. The federal formula requires a Return of Title IV calculation if the student received or could have received (based on eligibility criteria) federal financial assistance in the form of Pell Grants, and Direct Loans or PLUS Loans during the payment period. The percentage of Title IV aid earned to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60% point of time. After the 60% point of the payment period (or period of enrollment depending on what the school uses) the student is considered to have earned 100%

of the aid for the program. The percentage that has not been earned is calculated by subtracting the percentage of Title IV aid earned from 100%.

The percentage of the payment period completed is calculated by the hours scheduled in the payment period as of the withdrawal date divided by the scheduled hours in the payment period. The amount to be returned is calculated by subtracting the amount of the Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date.

Post Withdrawal Disbursement

If a student receives less Title IV funds than the amount earned, the School will offer the students a disbursement of the earned aid that was not received at the time of their withdrawal which is called a post-withdrawal disbursement. Post-withdrawal disbursement will be made from Pell Grant funds first if the student is eligible.

If there are current educational costs still due the School at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be credited to the student's account. Any remaining Pell funds must be released to the students without the student having to take any action. Any federal loan program funds due in a post-withdrawal disbursement must be offered to the student and the School must receive the student's authorization before crediting their account.

The authorization is required to be sent to the student within 30 days of the date the School determined the student's last date of attendance.

Credit Balance

If a credit balance still exists on the student's account after the R2T4 and institutional refund calculations are done, that credit balance must be used to pay any grant overpayment that exists, based on the current withdrawal, within 14 days from the date that the R2T4 calculation was performed. Overpayment must be eliminated prior to offering a credit balance to a student.

The following Title IV return distribution is used for all FSA students.

- Unsubsidized Direct Loan
- Subsidized Direct Loan
- Direct PLUS Loan (Parent)
- Federal Pell Grant

Returns must be made as soon as possible to the federal programs but no later than 45 days after the date of determination (unless the School uses less days based on a State, accrediting agency, or institutional requirement).

The law requires that a student is responsible for all unearned Titled IV program assistance that the School is not required to return. This is determined by subtracting the amount returned by the School from the total amount of unearned Title IV funds to be returned.

Overpayment of Title IV HEA Funds

Any amount of unearned grant funds that you must return is called overpayment. The amount of grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive.

A student who owes an overpayment remains eligible for Title IV HEA program funds through and beyond the earlier of 45 days from the date the School sends a notification to the student of overpayment or 45 days from the date the School was required to notify the student of the overpayment if, during those 45 days, the student

- repays the overpayment in full to the School.
- enters into a repayment agreement with the School in accordance with repayment arrangements satisfactory to the School or
- signs a repayment agreements with the Department which will include terms that permit a student to repay the overpayment while maintaining his or her eligibility for Title IV HEA program funds.

Within 30 days of the date of the School's determination that the student withdrew, an institution must send a notice to any student who owes a Title IV HEA overpayment as a result of the student's withdrawal from the school in order to recover the overpayment.

If the student does not repay the overpayment in full to the School or enters a repayment agreement with the School or the Department within the earlier of 45 days from the date the School sends notification to the student of overpayment.

Treatment of Title IV Funds When a Student Withdraws From a Clock-Hour Program

Student's Name: Social Security #:
 Date of school's determination that student withdrew:
 Period used for calculation (check one): ☒ 1st Payment Period ☐ Period of Enrollment

*Monetary amounts should be in dollars and cents (rounded to the nearest penny).
 When calculating percentages, round to three decimal places. (for example, 4486 ÷ 10000 = .4486 = 44.9%)*

STEP 1: Student's Title IV Aid Information

Title IV Grant Programs:

1. Pell Grant
2. Academic Competitiveness Grant
3. National SMART Grant
4. FSEOG
5. TEACH Grant

Amount Disbursed	Amount that Could Have Been Disbursed
<input type="text" value="2,775.00"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
A. <input type="text" value="2,775.00"/> (sub-total)	C. <input type="text" value="0.00"/> (sub-total)

E. Total Title IV Aid Disbursed for the Period
 A.
 + B.
 = E.

F. Total Title IV grant aid disbursed and that could have been disbursed for the period
 A.
 + C.
 = F.

Title IV Loan Programs:

6. Unsubsidized FDLP / FFELP
7. Subsidized FDLP / FFELP
8. Perkins Loan
9. PLUS FDLP / FFELP (Grad Student)
10. PLUS FDLP / FFELP (Parent)

Net Amount Disbursed	Net Amount that Could Have Been Disbursed
<input type="text" value="2,985.00"/>	<input type="text"/>
<input type="text" value="1,742.00"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text" value="2,000.00"/>	<input type="text"/>
B. <input type="text" value="6,727.00"/> (sub-total)	D. <input type="text" value="0.00"/> (sub-total)

G. Total Title IV aid disbursed and aid that could have been disbursed for the period
 A.
 B.
 C.
 + D.
 = G.

STEP 2: Percentage of Title IV Aid Earned

Last Day Attended:

H. Determine the percentage of the period completed:

Divide the clock hours scheduled to have been completed as of the last day of attendance in the period by the total clock hours in the period.

/ =
 Hours scheduled to complete Total hour in period

- ▶ If this percentage is greater than 60%, enter 100% in Box H and proceed to Step 3.
- ▶ If this percentage is less than or equal to 60%, enter that percentage in Box H and proceed to Step 3.

H.

STEP 3: Amount of Title IV Aid Earned by the Student

Multiply the percentage of Title IV aid earned (Box H) by the Total Title IV aid disbursed and that could have been disbursed for the period (Box G).

x =
 Box H Box G Box I

STEP 4: Title IV Aid to be Disbursed or Returned

- ▶ If the amount in Box I is greater than the amount in Box E, go to Post-withdrawal disbursement (Item J).
- ▶ If the amount in Box I is less than the amount in Box E, go to Title IV aid to be returned (Item K).
- ▶ If the amounts in Box I and Box E are equal, **STOP**. No further action is necessary.

J. Post-withdrawal disbursement

From the amount of Title IV aid earned by the student (Box I) subtract the Total Title IV aid disbursed for the period (Box E). This is the amount of the post-withdrawal disbursement.

- =
 Box I Box E Box J

K. Title IV aid to be returned

From the Total Title IV aid disbursed for the period (Box E) subtract the Amount of Title IV aid earned by the student (Box I). This is the amount of Title IV aid that must be returned.

- =
 Box E Box I Box K

STEP 5: Amount of Unearned Title IV Aid Due from the School

L. Institutional Charges for the Period.	Tuition	4,500.00
	Room	
	Board	
	Other	
	Other	
Total Institutional Charges (Add all the charges together)		L. 4,500.00

M. Percentage of unearned Title IV aid

100.0%	-	100.0%	=	0.0%
Box H		Box M		

N. Amount of unearned charges

Multiply institutional charges for the period (Box L) by the Percentage of unearned Title IV aid (Box M).

4,500.00	x	0.0%	=	0.00
Box L		Box M		Box N

O. Amount of school to return

Compare the amount of Title IV aid to be returned (Box K) to Amount of unearned charges (Box N), and enter the lesser amount.

STEP 8: Repayment of the Student's loans

From the Net loans disbursed to the student (Box B) subtract the Total loans the school must return (Box P) to find the amount of Title IV loans the student is still responsible for repaying (Box R).

These outstanding loans consist either of loan funds that student has earned, or unearned loan funds that the school is not responsible for repaying, or both; and they are repaid to the loan holders according to the terms of the borrower's promissory note.

6,727.00	-	0.00	=	6,727.00
Box B		Box P		Box R

► If Box Q is less than or equal to Box R, **STOP**.

The only action a school must take is to notify the holders of the loans of the student's withdrawal date.

► If Box Q is greater than Box R, Proceed to Step 9.

STEP 9: Grant Funds to be Returned

S. Initial amount of Title IV grants for student to return

From the initial amount of unearned Title IV aid due from the student (Box Q) subtract the amount of loans to be repaid by the student (Box R).

0.00	-	6,727.00	=	0.00
Box Q		Box R		Box S

T. Amount of Title IV grant protection

Multiply the total of Title IV grant aid that was disbursed and that could have been disbursed for the period (Box F) by 50%.

2,775.00	-	50.00%	=	0.00
Box F		Box T		

From the initial amount of unearned Title IV aid due from the student (Box S) subtract the amount of loans to be repaid by the student (Box T).

0.00	-	0.00	=	0.00
Box S		Box U		

► If Box U is less than or equal to zero, **STOP**.

If not, go to step 10.

STEP 10: Return of Grant Funds by the Student

Except as noted below, the student must return the unearned grant funds for which he/she is responsible (Box U). The grant funds returned by the student are applied to the following sources in the following order:

1. Pell Grant
2. Academic Competitiveness Grant
3. National SMART Grant
4. FSEOG
5. TEACH Grant

STUDENT'S RIGHT TO CANCEL INSTITUTIONAL REFUND DROP POLICY

The school must return the unearned aid for which the school is responsible (Box O) by repaying funds to the following:

Any monies due to the student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

Title IV Programs	Amount for School to Return
1. Unsubsidized FDL / FFELP	0.00
2. Subsidized FDL / FFELP	0.00
3. Perkins Loan	0.00
4. PLUS FDL / FFELP (Grad Student)	0.00
5. PLUS FDL / FFELP (Undergrad)	0.00
Total Unsubsidized FDL / FFELP	
6. Pell Grant	0.00
7. Academic Competitiveness Grant	0.00
8. National SMART Grant	0.00
9. FSEOG	0.00
10. TEACH Grant	0.00

STEP 7: Initial Amount of Unearned Title IV Aid Due from the Student

From the amount of Title IV aid to be returned (Box K) subtract the Amount for the school to return (Box O).

0.00	-	0.00	=	0.00
Box K		Box O		Box Q

► If Box Q is < or = zero, **STOP**. If > zero, go to Step 9.

Title IV Grant Programs:

1. Pell Grant
2. Academic Competitiveness Grant
3. National SMART Grant
4. FSEOG
5. TEACH Grant

Amount to Return

0.00

f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification to the following address: The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles,

California 90033 or by the date said information is delivered to the School Administrator/Owner in person. Written cancellations need not take any particular form.

g. Monies paid for student kits are refundable.

h. A student's, on a leave of absence date, date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the School that the student will not be returning.

You have the right to cancel your enrollment contract and obtain a refund of charges paid through attendance of the first day of class or the seventh (7th) calendar day of signing the enrollment contract, whichever is later. You may cancel in writing, text email, telephone, or in person.

Any monies due to a student who unofficially withdraws from the institution shall be refunded with 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.

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

All extra costs such as books, equipment, graduation fees, application fee, rentals, and other such charges are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.

Monies paid for supplies and equipment are fundable through attendance of the first day of class or the seventh (7th) calendar day of signing the enrollment contract, whichever is later.

If a course and/or program has begun, the School shall either provide a full refund of all monies paid or provide completion of the course and/or program.

If a course and/or program is cancelled and ceases to offer instruction after the student has enrollment and instruction has begun, the School shall either provide a full refund of all monies paid or provide completion of the course and/or program. A student's account may be sent to collections for nonpayment.

If the school closes permanently and no longer offers instruction after a student has enrolled, the School will provide a pro rata refund of tuition to the student.

A student is entitled to a refund of monies not paid from federal students aid program funds.

Students are responsible for the amount owed. If a student obtains a student loan, ne/she is responsible for repaying the loan amount, plus interest, less the amount of any refund. The

institution shall also provide a pro rate refund of non-federal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

If you are eligible for a loan guaranteed by the federal or state government and you default on the loan, both of the following may occur.

- The federal or state governing or loan guarantee agency may take action against the student including applying any income tax refund to which the person is entitled to reduce the balance owe on the loan.
- You may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

An institution that participates in the federal student financial aid programs complies with this article by complying with applicable regulations of the federal student financial aid programs under Title IV of the Federal Higher Education Act of 1965.

Step 1: Identify all amounts paid for instruction less cost of equipment.

Step 2: Subtract registration fee not to exceed \$250.00.

Step 3: Apply a pro rata refund based on the percentage of scheduled hours completed in the program.

An institution that participates in the federal student financial aid programs complies with this article by complying with applicable regulations of the federal student financial aid programs under Title IV of the Federal Higher Education Act of 1965.

The institution shall also provide a pro rata refund of non-federal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

Step 1: Identify all amounts paid for instruction less cost of equipment.

Step 2: Subtract the registration/application fee not to exceed \$250.00.

Step 3: Apply a pro rata refund based on the percentage of schedules hours completed in the program.

Below is an example of a pro rata refund for school programs. The amount listed is the amount a school may retain based on the percentage of schedules hours completed in the program.

Barbering Example Of Tuition Percentage Earned Per Hours Scheduled

Tuition amount	10%	25%	50%	60%	61%–100%
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\$8,395.00	\$839.50	\$2,098.75	\$4, 197.50	\$5, 037.00	\$8,395.00
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Cosmetology Example Of Tuition Percentage Earned Per Hours Scheduled

Tuition amount	10%	25%	50%	60%	61%–100%
\$12,395.00	\$1,239.50	\$3,098.50	\$6,197.50	\$7,437.00	\$12,395.00

Esthetician Example Of Tuition Percentage Earned Per Hours Scheduled

Tuition amount	10%	25%	50%	60%	61%–100%
\$9,395.00	\$939.50	\$2,348.75	\$4,697.5	\$5,637.00	\$9,395.00

Manicuring Example Of Tuition Percentage Earned Per Hours Scheduled

Tuition amount	10%	25%	50%	60%	61%–100%
\$2, 250.00	\$225.00	\$562.50	\$1,125.00	\$1,350.00	\$2, 250.00

Body Art Technician for Permanent Makeup & Tattoo for Beginners

Tuition amount	10%	25%	50%	60%	61%–100%
\$10, 867.00	\$1,086.70	\$2,716.75	\$5,433.50	\$6,520.20	\$10, 867.00

ZMS The Academy does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition with the preceding five years, or has had a petition in bankruptcy filed against it with the preceding five years that resulted in reorganization under Changer 11 of the United States Bankruptcy Code (11 U.S.C. Sec. 1101 et seq.).

You have the right to withdraw from a course of instruction at any time. If you withdraw from the course of instruction after the period allowed for cancellation of the agreement, which is until the first of class session or the seventh (7th) calendar day after enrollment, whichever is later, the School will remit a refund less a registration fee, if applicable, within 30 days following your withdrawal. You are obligated to pay only for the educational services rendered and for unreturned equipment.

IF THE AMOUNT YOU PAID IS MORE THAT THE AMOUNT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 30 DAYS OF WITHDRAWAL. IF THE AMOUNT YOU OWE IS MORE THAN THE AMOUNT YOU

HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY FOR IT.

Remember, you must cancel officially. You may cancel in writing, by email, text, telephone, or in person.

If you have any complaints, questions, or problems that you cannot resolve with the school, write to the:

California Bureau for Private Postsecondary Education
1747 N. Market Blvd., Suite 225
Sacramento, CA 95834
or by phone at 916-574-8900 or toll-free at 888-370-7589 or fax 916-263-1897
or visit www.bppe.ca.gov

STUDENT FINANCIAL AID RELEASE

The undersigned agrees that ZMS The Academy does not guarantee the student loan process in any respect. A Federal Parent PLUS Loan requires a credit check and is based on the parent's credit. Pre-approval for a Federal Parent PLUS Loan does not guarantee that the parent will receive a Federal Parent PLUS Loan. It is critical that the parent be able to pass a credit check when the loan is certified. The School has no control over the approval or decline of a parent's credit history nor does the School assume any responsibility for mistakes on any Department of Education financial aid forms. It is the student's responsibility to ensure all forms are accurate and complete.

Federal loan information is available in the National Student Load Database System (NSLDS) and will be accessible by servicers and schools as authorized.

POLICY FOR VERIFICATION OF TITLE IV FUNDING

The School follows policies and procedure for verification of Title IV funding. Verification is a requirement by the U.S. Department of Education. Students are randomly selected to provide additional information. The School provides students with a verification form so they can collect the necessary information. The School gives the students a 30-day deadline to return the form to the Financial Aid Office with the verification items attached. If the verification documents are not submitted by the due date, the student will be placed on a monthly cash-pay status until the verification is complete.

The corporate office sends the School a change in EFC form for students to sign if their EFC changes. FAME handles student overpayments and alerts the School so it can make changes to the award packet which is reported to the Common Origination and Disbursement (COD) office for the Department of Education.

SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES

To academic succeed in a program, a Federal Pell Grant student must have the ability to purchase books and supplies at the beginning of the academic period. By the seventh day of a payment period, the School will provide a way for a student, who is eligible for a Federal Pell Grant, to obtain or purchase the books and supplies required for the payment period if:

- Ten days before the beginning of the payment period, the School could have disbursed FSA funds to the student and
- Disbursement of those funds would have created an FSA credit balance.

The School will consider all the FSA funds a student is eligible to receive at the time it makes the determination but the School need not consider aid from non-FSA sources.

The amount the School must provide is the lesser of the presumed credit balance or the amount determined by the School that the student needs to obtain the books and supplies. In determining the required amount, the School may use the actual costs of books and supplies or the allowance for those materials used in estimating the student's cost of attendance for the period. A student may decline to participate in this process to obtain or purchase books and supplies, if they choose.

PREFERRED LEDNER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

ZMS The Academy does not have a list of preferred lenders and it does not offer private education loans.

ELIGIBILITY FOR FINANCIAL AID AFTER A DRUG CONVICTION

Students will be given written notice advising them that a conviction of illegal drugs, of any offense, during an enrollment period for which the student was receiving Title IV financial aid will result in the loss of eligibility for any Title IV per HEA Sec. 484 (r)(1) and 20 U.S.C. 1091 (r)(1). Students whose eligibility has been suspended due to a drug conviction may resume eligibility if they successfully pass two (2) unannounced drug tests conducted by a drug rehabilitation program that complies with criteria established under HEA Sec. 484(r)(2) U.S.C. 1091 (r)(2).

CREDIT BALANCE POLICY

If Title IV disbursements result in a credit balance on the student's account, the Financial Aid Office will notify the student. The student has the option to have the School hold the credit balance and can complete an authorization for the School to hold the funds by obtaining an authorization form from the Financial Aid Office. If the student does not want the School to hold their funds, all credit balance disbursement and refunds due to funding sources will be processed within 14 days of the credit balance appearing on the student account. Regardless of the chosen option the School will clear all credit balances on a student account by the end of the award year.

MAKEUP WORK

Students must complete all required assignments and exams. To accommodate students, makeup exam days and worksheet periods are scheduled. Students must complete makeup work at the scheduled time. Monthly makeup hours and exams are on Fridays and Saturdays.

MAKEUP HOURS

Students can makeup hours during course times the student is not normally scheduled for attendance.

COMPLETION OF PROGRAM BY THE CONTRACTED END DATE

Cosmetology

The State of California requires 1600 clock hours for a Cosmetology license. Students are expected to complete their program within the contract end date.

Cosmetology students who are absent for 160 clock hours will complete the 1600 clock hour program within the scheduled amount of time under their enrollment contract.

If a student's maximum amount of time under the contracted scheduled end date has expired and the student has not completed the required Cosmetology program 1600 clock hours, the student will be withdrawn from the program. At that time, the student can re-enroll in the program for the remaining clock hours under a new contract and additional costs.

Barbering

The State of California requires 1000 clock hours for a Barber license. Students are expected to complete their program within the contracted end date.

Barber students who are absent for 100 clock hours will complete the 1000 clock hour program within the scheduled amount of time under their enrollment contract.

If a student's maximum amount of time under the contracted scheduled end date has expired and the student has not completed the required Barbering program 1000 clock hour, the student will be withdrawn from the program. At that time, the student can re-enroll in the program for the remaining clock hours under a new contract and additional costs.

Esthetician

The State of California requires 600 clock hours for an Esthetician license. Students are expected to complete their program within the contracted end date.

Esthetician students who are absent for 60 clock hours will complete the 600-clock hour program within the scheduled amount of time under their enrollment contract.

If a student's maximum amount of time under the contracted scheduled end date has expired and the student has not completed the required Esthetician program 600 clock hours, the student will be withdrawn from the program. At that time, the student can re-enroll in the program for the remaining clock hours under a new contract and additional costs.

Scheduled hours are not impacted by school closings such as snow days, etc. If a student is impacted by any of these occurrences, their actual program end date will be adjusted according to the contract.

Manicuring

The State of California requires 400 clock hours for a Manicuring license. Students are expected to complete their program within the contracted end date.

Manicuring students who are absent for 40 clock hours will complete the 400-clock hour program within the scheduled amount of time under their enrollment contract.

If a student's maximum amount of time under the contracted scheduled end date has expired and the student has not completed the required Manicuring program 400 clock hours, the student will be withdrawn from the program. At that time, the student can re-enroll in the program for the remaining clock hours under a new contract and additional costs.

Scheduled hours are not impacted by school closings such as snow days, etc. If a student is impacted by any of these occurrences, their actual program end date will be adjusted according to the contract.

SATISFACTORY ACADEMIC PROGRESS (SAP) POLICY

Students enrolled in programs approved by the Council On Occupational Education must meet formal standards that measure their satisfactory program toward graduation. The Satisfactory Academic Progress policy is provided to all students prior to enrollment. The policy is consistently applied to all applicable students. Evaluations are maintained in the student file. The School will develop an academic and/or attendance plan to address the specific needs of those students who fail to meet the academic and/or attendance requirements at specific SAP evaluation points.

A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

QUANTITATIVE AND QUALITATIVE FACTORS

Factors for measuring the student's progress toward satisfactory completion of the program include maintaining

- a minimum cumulative theory grade level of 70% or higher.
- a minimum cumulative academic level of 70% or higher on practical worksheet completion.*

To determine whether a student meets the academic requirements for satisfactory progress, the theory and practical grades are averaged together to give a cumulative academic grade of 70% or higher.

A minimum cumulative attendance of 67% of their scheduled hours.**

*To meet the State practical requirements for graduation, students must eventually complete monthly practical worksheets in entirety. See LEARNING PARTICIPATION GUIDELINES.

**To determine your rate of attendance, divide the cumulative number of hours completed by the scheduled hours to date.

SCHEDULES

Full-time day students attend four (4) days (Monday – Thursday), 32 hours per week, from 8:00 AM to 4:00 PM. Part-time day students attend three (3) days (Tuesday – Thursday), from 8:00 AM to 4:00 PM.

The State of California BPPE requires:

Cosmetology: 1600 hours, On Time: 52 Weeks	150% Completion: 78 Weeks
Barbering: 1000 hours, On Time: 32 Weeks	150% Completion: 48 Weeks

Esthetician:	600 hours, On Time: 24 Weeks	150% Completion:	39 Weeks
Manicuring:	400 hours, On Time: 16 Weeks	150% Completion:	24 Weeks

Body Art Technician for Permanent Makeup & Tattoo for Beginners
600 hours, On Time: 24 Weeks 150% Completion: 39 Weeks

LEAVE OF ABSENCE POLICY

A Leave of Absence (LOA) is a temporary interruption in a student's program of student. LOA refers to the specific time period during an ongoing program when a student is not in academic attendance. Leaves of Absence can be granted in cases of emergency, medical problems with doctor notification which cause attendance to be impossible or impractical. Leaves of Absence will be granted in the case of pregnancy or new mothers. A leave of absence will be permitted with a letter from the student's doctor. If a student is called into active duty, the School will grant a leave of absence and for personal reasons. These are the only times leave of absences are granted.

To be placed on Leave of Absence, the student must

- complete and sign the School's Leave of Absence Request form unless unforeseen circumstances prevent the student from doing so.
- state the reason for the Leave of Absence request.
- be approved by the school's Future Professional Advisor and Financial Aid Director.

Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

A student on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the School that the student will not be returning. A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence. Students may not arbitrarily decide to "take" a leave of absence.

There will be no additional charges for a LOA. If the student fails to return or contact the School's Financial Aid Director on the documented return day, the student will be considered to have withdrawn from school as of that date the student began the LOA. The withdrawal date, for the purpose of calculating a refund, is always the student's last day of attendance.

For federal aid recipients, the student's payment period is suspended during the LOA and no federal financial aid will be disbursed to the student while on a leave of absence. Upon the student's return, the student will resume the payment period and coursework and will not be eligible for additional Title IV aid until the payment period has been completed.

If the student is a Title IV loan recipient, the student will be informed of the effects that the student's failure to return from a leave may have on the student's loan repayment terms including

the expiration of the student's grace period. A contract addendum will be completed upon return from the LOA to extend the contract end date by the applicable number of days.

In special circumstances, the School may grant a leave of absence to a student in the case of an emergency such as a car accident or other medical issues that would prevent the student from requesting the leave of absence prior to the incident occurring. In these cases, the School will document the reason for the granting of the leave after the incident has occurred. The beginning date of the leave of absence will be based on the first date it has been determined that the student cannot come to class due to an accident or medical situation.

To grant a leave of absence, there must be the expectation that the student will be returning to school. A student who is granted an LOA that meets these criteria is not considered to have withdrawn and no refund calculation is required at that time.

Changes to the contract period on the enrollment agreement must be initialed by all parties or an addendum must be signed and dated by all parties to reflect the new contract end date.

INTERRUPTIONS, PROGRAM INCOMPLETES, AND WITHDRAWALS

If the student needs to take off more time than allotted in the contract or more than 14 consecutive calendar days, he/she must take a leave of absence or withdraw and re-enroll when ready to return. If a student needs more than 14 consecutive calendar days of time off due to pregnancy/new mother and/or military duty, the student should take a leave of absence.

NONCREDIT, REMEDIAL COURSE, AND REPETITIONS

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

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Program Name	1st SAP Evaluation	2nd SAP Evaluation	3rd SAP Evaluation
Cosmetology	450 <i>actual hours</i>	900 <i>actual hours</i>	1200 <i>actual hours</i>
Barbering	450 <i>actual hours</i>	900 <i>actual hours</i>	1000 <i>actual hours</i>
Esthetics	300 <i>actual hours</i>		

Manicuring	200 <i>actual hours</i>
Body Art Technician	300 <i>actual hours</i>

SAP = Satisfactory Progress Evaluation in both attendance and academics. The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are printed within 7 days of the student reaching the evaluation points.

The student's attendance will be evaluated at institutional attendance checkpoints at the completion of each calendar month. A student who is not maintaining at least a cumulative average of 80% attendance will be placed on institutional warning status until the next institutional attendance checkpoint. The student will be advised, in writing, on the actions required to attain institutional attendance by the next evaluation. Students are allowed to makeup hours to meet attendance. Refer to the Make Up Hours policy. If at the end of the institutional attendance warning period the student has still not met attendance requirements, he/she may be dropped from the program with the right to appeal.

The following grading system is used to evaluate a student's academic ability.

- A = 90 – 100%
- B = 80 – 89%
- C = 70 – 79%
- Failing = Below 70%

Examinations are given in all subjects. Grades and attendance (Satisfactory Academic Progress) records are reviewed and signed by the student and maintained in the student's financial file. The Satisfactory Academic Progress will reflect if the student evaluation impacts the student's eligibility for financial aid. The student may request to review his or her financial aid file from the Financial Aid Director or School Director.

Practical and clinical work is graded by a signature on the student's practical clinic floor worksheet or guest service ticket. A signature from an instructor represents a passing grade which means all elements of the practical grading criteria were met.

No signature indicates a failing score which means one or more of the practical grading criteria elements were not met and the student has not met minimum satisfactory standards on the practical application. Students are required to continue and/or repeat the practical application until they receive a signature from an instructor.

****The School uses a 900-hour academic year for Title IV purposes.***

TRANSFER HOURS

Transfer hours accepted by the School are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame been exhausted. Satisfactory Academic Progress evaluation periods are based on scheduled contracted hours at the institution. For transfer students attending less than a full academic year, an evaluation will be done at the midpoint of the actual hours.

DETERMINATION OF PROGRESS STATUS

Students meeting the minimum requirements for academics and attendance at the evaluation point are making satisfactory progress until the next scheduled evaluation.

WARNING

Students failing to meet minimum requirements for attendance and/or academic progress will be placed financial aid warning and considered to be making satisfactory academic progress during the warning period which is until the next evaluation period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. During the financial aid warning period, students are eligible, if applicable, to receive financial aid funds. If at the end of the warning period, the student has still not met both academic and/or attendance requirements, he/she may be placed on probation and, if applicable, the student may be deemed ineligible to receive Title IV funds.

PROBATION

Students who fail to meet the requirements for attendance and academic progress after the warning period, the student will be placed on probation and considered to be making satisfactory academic progress while during the probational period if the student appeals the decision and prevails upon appeal.

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS (for those who qualify)

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

APPEAL PROCEDURE

A student may appeal the financial aid ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the

unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standards can be met by the end of the next evaluation period.

The reasons for which a student may appeal a negative progress determination include death of a relative, an injury or illness of the student, a student's disability, or any other allowable special or mitigating circumstances.

The appeal documents will be reviewed and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student'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.

If the appeal is granted the student will be placed on financial aid probation for an evaluation period. If the student has not met academic and/or attendance requirements for two (2) consecutive evaluation periods. For example, 450 – 900 hours evaluations and does not prevail on appeal, the student will be determined as not making satisfactory progress and may be terminated.

This policy applies to all students regardless of whether, or not, they are eligible for Title IV funding programs. To comply with U.S. Department of Education requirements, the terminology financial aid warning or financial aid probation will be used for both Title IV and non-Title IV students.

TERMINATION APPEAL PROCEDURE

If a student is terminated due to receiving the maximum number of coaching sessions, or due to the reasons outlined under termination on the Student Advisory form, the student may appeal the termination decision. The student must submit a written appeal to the School's Future Professional Advisor on the School's Termination Appeal form describing why they were terminated along with supporting documentation of the reasons why the determination would be reversed. This information should include what has changed about the student's situation that will allow them to continue through the program without incident.

If a student is terminated due to the Institutional Attendance policy, the student may appeal the termination decision. A student has five (5) calendar days from the date of termination to appeal the decision. The student must submit a written appeal to the School Director on the School's Termination Appeal form describing why they were terminated along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to continue through the program without incident.

An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the student, parent/guardian (if the student is a dependent minor), the student's Instructor, the Future Professional Advisor, and the School Director. A decision on the

student's appeal will be made within three (3) business days by the School Director and will be communicated to the student in writing. This decision will be final.

If a student is terminated for gross misconduct which includes, but is not limited to, reporting to school under the influence of alcohol or illegal drugs, cheating, stealing, insubordination, threats, and/or bullying, such termination is final and may not be appealed.

STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

The Family Educational Rights and Privacy Act (FERPA) sets a limit on the disclosure of personally identifiable information from school records and defines the rights of students to review and request changes to the records. FERPA generally gives postsecondary students the right to

- review their education records,
- seek to amend inaccurate information in their records and
- provide consent for the disclosure of their records.

Students (or parents/guardians if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 30 days from the date of the request. Copies of all records can be requested at \$0.20 per page.

General Release of Information

Except under special conditions described in this policy, a student must provide written consent before the School may disclose personally identifiable information from the student's education records. The written consent must

- state the purpose of the disclosure,
- specify the records that may be disclosed,
- identify the party or class of parties to whom the disclosure may be made and
- be signed and dated.

FERPA Disclosures to Parents

While the rights under FERPA have transferred from a student's parents to the student when the student attends a postsecondary institution, FERPA does permit a School to disclose a student's education records to his or her parents if the student is a dependent student under IRS rules.

Note that the IRS definition of a dependent is quite different from that of a dependent students for Federal Student Aid (FSA) purposes. For IRS purposes, students are dependent if they are listed as dependents on their parent's income tax returns. (If the student is a dependent as defined

by the IRS, disclosure may be made to either parent regardless of which parent claims the student as a dependent.)

A School may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student without needing the student's consent.

A School may inform parents of students under age 21 when the student has violated any law or policy concerning the use or possession of alcohol or a controlled substance.

A school official may share with parents' information that is based on that official's personal knowledge or observation and that is not based on information contained in an education record.

Release of Information to Regulatory Agencies

Disclosures may be made to authorized representatives of the U.S. Department of Education for audit, evaluation, and enforcement purposes. Authorized representatives include employees of the Department of Education such as employees of the Office of Federal Student Aid, the office of Postsecondary Education, the Office for Civil Rights, and the National Center for Education Statistics as well as firms under contract to the Department of Education to perform certain administrative functions or studies. In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student's information is needed to determine the amount of the aid, the conditions for the aid, or the student's eligibility for the aid or to enforce the terms or conditions of the aid.

ZMS The Academy provides and permits access to student and other school records as required for any accreditation process initiated by the School or by the Council On Occupational Education or in response to a directive of said Commission.

Disclosures in Response to Subpoenas or Court Orders

FERPA permits schools to disclose education records, without the student's consent, to comply with a lawfully issued subpoena or court order.

In most cases, the School must make a reasonable effort to notify the student who is the subject of the subpoena or court order before complying so the student may seek protective action. However, the School does not have to notify the students if the court or issuing agency has prohibited such disclosure.

The School may also disclose information from education records, without the consent or knowledge of the student, to representative of the U.S. Department of Justice in response to an ex parte order issued in connection with the investigation of crimes of terrorism.

Disclosures for Other Reasons

There are two FERPA provisions concerning the release of records relating to a crime of violence. One concerns the release to the victim of any outcome involving an alleged crime of violence (24 CFR 24 CFR 99.31 [a][13]). A separate provision permits a School to disclose to

anyone the final results of any disciplinary hearing against an alleged perpetrator of a crime of violence in which that student was found in violation of the School's rules or policies with respect to such crime or offence (34 CFR 99.31[a][14]).

Directory Information

ZMS The Academy does not publish directory information on any student.

Records Maintenance

All requests for releases of information maintained in the student's file as long as the educational records are kept.

All student academic and financial records are accurately maintained, on site, digitally. These records are retained for five years to comply with BPPE regulations. Students are permitted to view their records, upon request. Transcripts, for completed or withdrawn students, are maintained permanently.

Amendment to Student Records

Students have the right to seek an amendment to their school records. To seek an amendment, students must meet with the School Director and bring any supporting documentation to show that the record is incorrect.

A parent or eligible student may file a written complaint with the Family Policy Compliance Office regarding any alleged violation under the Family Educational Rights and Privacy Act. The Office's address is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202.

PERFORMANCE STATISTICS/JOB OUTLOOK

ZMS The Academy is accredited by the Council On Occupational Education. The Council is recognized by the U.S. Department of Education. Each agency required schools to provide important information regarding outcome rates in the areas of completion, placement, and licensure. However, each agency requires that we provide outcome rates differently.

The Council On Occupational Education requires schools to list the outcome rates for the main campus and all additional campuses as a whole. In this case, ZMS The Academy is the main campus. The outcome rates provided are for all schools under this structure.

The U.S. Department of Education requires outcome rates be provided based upon this individual location which is listed below. Outcome rates have also been provided for the individual school you are interested in attending. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

ZMS The Academy combined performance statistics for the most recent cohort year:

Graduation

2017 76.4%
2018 79%

Placement

100%
100%

Licensure

96.75%
84.5%

Graduation: Based on all students scheduled to graduate from a program.

Licensure: Based on graduates from the graduation cohort who sat for all parts of the required licensure.

Placement: Based on graduates from the graduation cohort who are eligible for placement.

The graduate is deceased: 0

The graduate is permanently disabled: 0

The graduate is deployed for military service/duty: 0

The graduate studied under a student visa and is ineligible for employment in the U.S.: 0

The graduate continued his/her education at an institution under the same ownership (e.g., a graduate of the Cosmetology program subsequently enrolled in the instructional program of an institution under the same ownership): 0

Total Excluded: 0

If fewer than students were excluded for any one category, the disclosure will only include the total of all excluded students if that total is at least ten. If the calculation excluded fewer than a total of ten students, the institution would state that it excluded students on the basis of each condition and note that the number of total exclusions were fewer than 10 and therefore cannot be disclosed.

**STUDENT'S RIGHT TO KNOW –
COMBINED DEPARTMENT OF EDUCATION RATES**

2018 Graduation:

72%

2019 Graduation:

48%

ZMS The Academy must prepare graduation rate of its certificate degree-seeking, first-time, full-time undergraduate students each year. The annual rates are based on the 12-month period that ended December 31 of the prior year.

the
or

Normal time is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog. These rates are generated from the school student record management system and are combined rates.

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

All students must commit to and follow the Student Professional Development Guidelines during their enrollment. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience.

Attendance and Documentation of Time

The School records attendance in clock hours and gives appropriate attendance credit for all hours attended. The School does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and does not round hours.

In order to ensure proper clock hours credited, full-time students are required to clock in when they arrive at school and when they leave at the end of the day. There are two 15-minute breaks during the day.

If a student fails to clock in or out for their schedule on the student time clock, the student will not receive hours. If the student wishes to dispute any hours, they feel earned, the student must provide documentation to verify attendance on the missing time form.

The School is open from 8:00 AM to 4:00 PM, Monday – Thursday and 9:00 AM – 3:00 PM, Friday and Saturday. All courses require continuous attendance. The prescribed attendance must be maintained each week. Alternate schedules are available to those students who qualify.

Students must be on time as tardiness inhibits the learning process. Students who are late for theory class may not enter the classroom and will not receive theory credit. They may clock-in and will be assigned special projects or assignments pertaining to their course of student. Students who are late for a specialty class or a guest artist class may attend the class but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work on the clinic floor.

During the enrollment contract period, students must maintain a 90% attendance average each month to complete the program within the schedules program length. The student is allowed to miss 10% of his or her scheduled hours. If a student's maximum time under the contracted scheduled end date has expired and the student has not completed the required program clock hours, the student will be withdrawn from the program. At that time, the student can re-enroll in the program for the remaining clock hours under a new contract and additional costs.

The student may use the allowed 10% of his or her scheduled hours for vacation, doctor appointments, illness, etc.

Refer to the school enrollment contract for the Enrollment Contract Period definition. Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.

Students attend Core the first 6 weeks (210 clock hours) of enrollment. During this time, the student must maintain a monthly attendance of 90%. If at the conclusion of the month, the

student's progress report does not indicate 90% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.

Students who are late or cannot attend school must contact the School and talk to the School Service Desk team immediately. Day students must call in by 8:00 AM. Night students must call in by 1:30 PM. Students must request time off from school from the School Director.

Students are required to be in attendance a minimum of seven (7) hours per day, 35 hours per week for the full-time schedule and 20 hours per week for the part-time schedule.

Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year. Students cannot bank hours and attend over 35 hours per week to make up for missing hours. If a student will miss hours during the week, arrangements must be made with the School Director to make up those hours within the same week or the hours missed will count against the hours allowed to miss.

Breaks are scheduled for all students. Students will take two 15-minutes breaks between 10:00 AM – 2:00 PM according to their booking.

Professional Image

All students must adhere to the following professional dress code while in attendance. ZMS The Academy has a casual dress policy. The following is a list of acceptable dress.

- Jeans or clothing made of jean material if they are black or gray in color. Any rips or tears must fall below the fingertips when standing up
- Sleeveless tops
- Sweatshirts, printed T-shirts, hooded sweatshirts and/or jackets
- Stylish hats, scarves, and stylish head wraps
- Skirts that fall below the fingertips

Tights or leggings should be worn with skirts or dresses that fall above the knees.

Sanitation and Personal Services

Future professionals must keep workstations and classroom areas clean, sanitary, and clutter-free at all times. Future professionals must clean their stations in the clinic classroom, including the floor, after each service. Hair must be swept up immediately after a service is completed before blow-drying. Clinic stations must be cleaned at the end of the day prior to clocking out for the day.

Future professionals may receive services on Tuesday through Thursday. To receive a service, students must do the following prior to the start of the service:

- Notify a Learning Leader
- Be scheduled off the service books by a Learning Leader
- Pay for service supplies including perms, color, lightener, rinses, conditioning, treatments, manicures, nails, etc.
- Personal services are considered rewards and scheduled for future professionals who are up to date with all practicals, exams, and clinic practical worksheets. School assignments and successful learning are the priority.

Communication Guidelines and Professional Conduct

Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms or clinic classroom area unless they are clients.

Only emergency calls are permitted on the business phone. Students may use the office phones for a limited time. Please keep your calls to three (3) minutes or less. Cell phones are permitted in assigned areas of the school.

Food, drinks, and water bottles are only allowed in the lunchroom.

ZMS The Academy is a smoke-free campus.

Stealing or taking school property or another's personal property is unacceptable and is grounds for termination.

The school administration has the right to access and inspect lockers at any time.

LOCKER POLICY

Purpose

ZMS The Academy makes lockers available to students to facilitate the daily storage of their learning materials and items related to their studies. ZMS The Academy manages lockers to ensure responsible use of property and for the health and safety of individuals.

Agreement

ZMS The Academy establishes rules, guidelines, and procedures to ensure responsible use and to control the contents of its lockers.

Guidelines

Lockers will be available to students during their scheduled school hours. Lockers are for individual use only and are not to be shared. Locker content is the sole responsibility of the registered occupant of the locker. To reduce the risk of theft, students are encouraged to keep their lockers locked. Students should not store money, wallets, jewelry, credit or debit cards, or any other personal item of high value.

ZMS The Academy is not in any way responsible for a locker's contents or liable for the loss of, or damage to, items stored in lockers. Students are required to maintain their locker's interior and exterior in a clean, neat, and undamaged condition. Marking, defacing, or graffiti on lockers is not acceptable.

No person shall store in a locker weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by ZMS The Academy to be harmful, offensive, or inappropriate.

ZMS The Academy may, at its sole discretion, carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when ZMS The Academy will exercise its discretion without notice.

- Locker abandonment
- Suspected contents that may be illegal, illicit, or deemed by the School to be harmful, offensive, or inappropriate
- At the request of or generally in cooperation with law enforcement authorities
- Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities
- Risk to the general good of the school
- Risk to the general good of the student or student population'
- Unregistered locker
- Physical damage to or defacing of the locker
- Odors (spoiled/rancid food, garbage, or smelly contents)

- Locker maintenance

ZMS The Academy works with the local law enforcement authorities and maintains the right at the School's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include, but is not limited to, random drug or weapon searches of lockers, backpacks, book bags, briefcases, containers, jackets, and winter coats.

COACHING AND CORRECTION ACTION

All students shall be respectful and non-discriminatory towards others. The following actions may be inspected for noncompliance.

Attendance and Documentation of Time Guidelines: Attendance, promptness, and documentation of work are cornerstones of successful work practices. Future professionals may be clocked out, released for the day, or suspended when they do not comply with guidelines.

Professional Image Standards: Professional image standards were created to provide guidance and direction to future professionals as they develop their professional image.

Sanitation and Personal Service Procedures: Sanitation and personal service procedures have been established to comply with State laws and to provide a safe and clean service environment.

Communication Guidelines and Professional Conduct: It is the School's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and students all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct.

Learning Participation Guidelines: The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students.

POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

Accommodation Procedures for Student with Disabilities

Non-Discrimination Policy: It is the policy of ZMS The Academy to comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which are federal laws that prohibit discrimination on the basis of disability. ZMS The Academy does not discriminate on

the basis of disability against a qualified person with a disability in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a student's participation in a program of ZMS The Academy. This applies to all students and applicants for admission to the school. ZMS The Academy will provide reasonable accommodation to students with disabilities.

Definition of an Individual with a Disability: An individual with a disability is a person who has a physical or mental impairment which substantially limits one or more major life activities of the individual. These persons are protected by Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Individuals with a record of such an impairment and individuals who are regarded as having such an impairment are also protected by these federal laws. The definition of disability in Section 504 and the ADA should be interpreted to allow for broad coverage.

The phrase physical impairment means a physiological disorder or condition, a cosmetic disfigurement, or an anatomical loss that affects one or more of the following body systems; neurological, musculoskeletal, special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.), respiratory including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine. Examples include, but are not limited to, orthopedic, visual, speech, hearing, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV (symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

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

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

The School's Responsibility to Students with Disabilities

The School must provide academic adjustments, auxiliary aids, and reasonable accommodations to students with disabilities that are necessary to ensure students are not denied the benefits of, or excluded from participation in, the School's programs.

The School must make modifications to its academic requirements that are necessary to ensure that the requirements do not discriminate against students with disabilities. The School must ensure that it provides physical access to students with disabilities. It is also the responsibility of ZMS The Academy to permit students with disabilities to use service dogs on campus.

The person responsible for implementing these responsibilities at ZMS The Academy is Judy Caspe who is reachable at zmsacademy@gmail.com.

When a student informs a school staff member that the student is disabled or needs accommodations or assistance due to disability, the staff member will refer that student to the School Director.

Procedures for Students and the School Documentation of Disability by Students

Students with disabilities who wish to request reasonable accommodation (including academic adjustments, auxiliary aids, or modifications) must contact the School Director. Students must provide documentation of disability from an appropriate professional which depends on the nature of the disability. For example, a student with a psychological disability should provide documentation from a psychologist, psychiatrist, or social worker. The documentation submitted must be within the last 12 months. If older than 12 months, the student must provide current documentation from the appropriate professional.

This documentation may be the student's existing medical records, or reports created by the student's medical provider or an appropriate professional who assesses the student. It may be documentation from the student's past educational records such as reports from teachers or school psychologists or records that show the student's educational history, disability assessment, and the accommodations the student previously received. It may be records from the State Department of Rehabilitation or the U.S. Department of Veterans Affairs. Documentation should be current and relevant but that does not mean that a recent report or record is needed in all cases. Some disabilities are stable lifelong conditions and historical documentation will be sufficient. Some disabilities are readily apparent and observable and thus little or no documentation is needed.

The documentation of disability is kept at all times in a locked, private file at the school. To protect privacy, direct access to this documentation is by written consent only.

The School Director will determine what information needs to be shared with School staff and learning leaders on an "as needed" basis in order to facilitate academic accommodations or other services.

Student Requests for Accommodations and Interactive Discussion with the ADA Compliance Coordinator (School Director)

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

The student and the ADA Compliance Coordinator will discuss how the student's impairment impacts the student, how the student expects the impairment to impact the student in the school's program, and the types of accommodations that students from the school. The Coordinator and the student should discuss accommodation needed during all phases of the program (Core, Adaptive, and Creative) and for classroom instruction, skills-based instruction, and skills practice.

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

Here are some examples.

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

Decision about Accommodations and Ensuring Implementation of Accommodations

The ADA Compliance Coordinator (School Director) will decide the accommodations to be provided to the student. The Coordinator will consider any past accommodations that have been effective for the student and will give primary consideration to the type of accommodation requested by the students. Alternate accommodation may be provided if there is alternative accommodation that would be equally effective for the student.

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

The Coordinator will list the approved accommodation in writing and provide this to the student. The Coordinator will inform the appropriate learning leaders and school staff of the accommodation they are responsible for providing for the students, how to provide the accommodation, and when to provide the accommodation. The Coordinator will keep a written record of these contacts about the student's accommodation. The Coordinator will verify that the accommodation is being implemented for the student through direct observation, reports by the student, and/or documentation from the school staff. If the student informs the Coordinator that accommodation is not being fully implemented, the Coordinator will immediately intervene with relevant staff members to ensure the accommodation is provided for the student.

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

Additional Factors

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

The School is not obligated to provide accommodation that would result in an undue financial or administrative burden on the school.

If the Coordinator decides that a requested accommodation might impose such a burden, the decision will be made in accord with the requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If the Coordinator/School Director determines that the requested accommodation would be an undue burden, a search will be conducted for equally effective alternative accommodation for the student and offer it to the student.

Appeals by Students

A student may appeal any accommodation decision made by the ADA Compliance Coordinator/School Director if the student disagrees with the decision. Here are some examples:

A student may appeal

- the Coordinator's decision to deny the requested accommodation.
- a decision by the Coordinator to provide alternative accommodation rather than the specific accommodation requested by the student.
- a decision by the Coordinator that the student has not presented sufficient documentation to support the requested accommodation.
- when a school staff member fails to provide an approved accommodation and the Coordinator has not effectively addressed the situation.

When a student wished to file an appeal, the student must notify ZMS The Academy and reach Judy Caspe, School Director at zmsacademy.com. The student must explain his/her reasons for disagreeing with the decision or explain how the student's accommodation is not being implemented and submit any relevant documentation.

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

When a student appeals a decision made, the School Director will determine whether the decision should be revised or remain the same. If the decision is revised, the School Director will ensure that the revised decision is implemented.

When a student files an appeal on the basis that an approved accommodation is not being implemented, the School Director will determine whether the accommodation is being fully implemented and, if it is not, ensure that the accommodation is implemented. The School Director will inform the student of the decision, in writing, no later than 14 days after receiving the student's appeal.

Training and Mediation Responsibilities of the ADA Compliance Coordinator

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

The Coordinator will address.

- the School's responsibility to provide accommodation for students with disabilities.
- how to appropriately interact with students to provide accommodations to students with disabilities.
- how to appropriately interact with students with particular kinds of disabilities.
- how to implement accommodations that the Coordinator has approved for students.
- how to support students with disabilities in school programs.
- that students with disabilities cannot be penalized for using approved accommodations.

The Coordinator will keep a record of each training session. The Coordinator may also provide training for students who wish to learn about the School's process for providing accommodations or about the School's grievance procedures.

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

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

Procedures for Students who have Complaints on the Basis of Disability

ZMS The Academy is responsible for providing a grievance procedure to students who feel they have been discriminated against due to a disability. The grievance procedure provides students the opportunity to file a complaint. The School has the responsibility to objectively investigate the allegations in the complaint and determine whether the student has been discriminated against. This includes discrimination due to disability, perceived inferiority, or a record of being disabled.

A student may also file a grievance

- if the student feels that he or she has been retaliated against for advocacy accountability.
- when other students refer to the student in a derogatory way related to the student's disability.

- when a student's request for accommodation was denied by the School.
- when an instructor did not implement a decision approved by the School.

A student must file a grievance complaint within 90 days of the date the discriminatory act occurred or within 90 days of the end of an informal attempt to resolve the complaint, whichever is later. The complaint must be written.

In the complaint, the student must describe

- what happened.
- include the dates the acts took place.
- state who was involved.

The student should explain why they believe the acts were taken based on disability. The student should describe or provide copies of any relevant documents or emails, if available.

A student may ask the School Director to attempt to informally resolve the student's complaint before the student files a written complaint. However, the student is not required to try information resolution before filing a written complaint. The complaint be sent to:

Judy Caspe
ZMS The Academy
2228 E. Cesar E. Chavez Avenue
Los Angeles, CA 90033

The School has the right to contract with an independent investigator to conduct any investigation. Within seven days, the School Director will discuss the allegations in the complaint with the student and obtain any needed additional information from the student. The School Director will obtain from the student the names of any persons the student believes will have relevant information.

The School Director will gather all the information necessary to determine what took place. To do so, the School Director will interview any school staff members or students who engaged in the actions or may have witnessed the actions that the student is complaining about.

The School Director will interview people that the student stated may have relevant information. the School Director will gather any relevant documents such as emails, student work, or instructor's records.

During the investigation, the School Director will disclose the complaint, and confidential information about the student, only to the extent necessary to investigate the allegations of the complaint.

After reviewing all the evidence gathered, the School Director will determine whether the student was

- treated differently from other students based on disability.
- harassed based on disability.
- retaliated against because the student advocated on the basis of disability.
- denied accommodation that the School should have provided to the student.

Written Decision

The School Director will provide the student with a written decision no later than 60 days after the date the student filed the complaint. The decision will state the determination reached by the School Director at the conclusion of the investigation and the reasons the School Director reached the determination. If the School Director concludes that the student was discriminate against on the basis of disability, the decision will state the types of remedial action that the School has taken or will take to correct the discrimination. The decision will also state how the School will prevent the discriminatory acts from occurring again.

Appeals by Students

If the student who filed the complaint disagrees with the decision made by the School Director, the student may appeal the decision. The appeal must be sent to:

Judy Caspe, School Director
ZMS The Academy
2228 E. Cesar E. Chavez Avenue
Los Angeles, CA 90033

The appeal must state the specific reasons that the student disagrees with the decision. Appeals must be filed no later than 30 days after the student receives the written decision from the School Director.

The School Director/Owner will review all the information provided by the student in the appeal, the decision by the School Director, the interview records made by the School Director, and the documents gathered by the School Director. The School Director/Owner will use a written decision to the student within 14 days after receiving the student's appeal. The School Director/Owner will determine whether the decision should be revised or remain the same. If the School Director/Owner determines that the decision should be revised, the School Director/Owner will ensure that any necessary changes in the remedies are implemented.

Department of Education

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

The OCR National Headquarters is located at:

U.S. Department of Education, Office for Civil Rights
Lyndon Baines Johnson Department of Education Bldg.
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: (800) 421-3481
Fax: (202) 453-6012, TDD: (877) 521-2172
Email: OCR@ed.gov

OCR has regional offices located throughout the country. To find the office for the State of California, check the OCR website at: <http://wdcrobcolp01.ed.gov/CFAAPS/OCR/contactus.cfm> or call the telephone number above.

STUDENT CONSUMER INFORMATION

Provisions of the Higher Education Amendment of 1976 require that effective July 1, 1977, each postsecondary institution that receives federal financial aid funds must make certain student consumer information available to any enrolled or prospective student who request such information.

This section, compiled by the financial aid office staff, attempts to meet the requirements.

The School is approved for and participates in Federal PELL Grants, Subsidized Direct Loans, Unsubsidized Direct Loans, and Parent PLUS Loans. Such programs help to defray the costs of attending school for those students eligible for financial aid consideration.

Financial aid is any mechanism that reduces out-of-pocket costs that the students and/or parents must pay to obtain a specific postsecondary education. Put differently, financial aid is monies made available to help students meet the cost of the program. Financial aid includes grants and need and non-need loans.

Need-based financial aid is available to families that demonstrate a financial need for additional resources. The formula below is used to determine how much financial need a student has.

$$\text{Cost of Attendance} - \text{Expected Family Contribution (EFC)} = \text{Financial Need}$$

Non-need is the difference between the cost of education and financial need. Based on these calculations, federal aid may not cover all the cost of attendance. All financial aid is awarded to students that qualify meeting the following criteria:

- Citizen or permanent non-citizen alien
- Recipient codes that are eligible are 1-151, 1-55 1, and 1-94

Ineligible codes include F-1, F-2, and J-2, students that are in federal loan default, grant overpayment, or male students that meet the Selective Service registration criteria but are not registered.

STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

ZMS The Academy is committed to providing a work and school environment free of unlawful harassment or discrimination. In furtherance of this commitment, all students are required to take our mandatory Sexual Harassment and Prevention training upon starting school.

Employees are required to take the training on an annual basis. School policy prohibits harassment or discrimination based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth, or related medical condition) military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information or any other basis protected by the federal, state, or local law.

Additionally, in accordance with Title IX of the Education Amendments of 1972, ZMS The Academy prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and ZMS The Academy has jurisdiction over Title IX complaints.

ZMS The Academy's anti-harassment policy applies to all persons involved in operation and prohibits unlawful harassment by any employee as well as students, customers, third parties, vendors, or anyone who does business with the school. It further extends to prohibit unlawful harassment by or against students.

Any employee, student, or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer, vendor, or other person with whom ZMS The Academy does business engages in unlawful harassment or discrimination, the School will take appropriate action.

The grievance procedure will provide that complaints may be filed about discrimination in any academic, educational, extracurricular, athletic, or other programs operated or sponsored by, or related to, ZMS The Academy whether the programs take place on campus, during a School-sponsored field, or other off-campus events.

As part of ZMS The Academy's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to the ZMS community through publications, website, new employee orientation, student orientation, and other appropriate channels of communication.

ZMS The Academy will provide training to key staff members to enable them to handle any allegation of discrimination and harassment, including sexual harassment or sexual violence,

promptly and effectively. ZMS The Academy will respond quickly to all reports and will take appropriate action to correct and, if necessary, to discipline behavior that violates this policy.

Definitions

Sex Discrimination is defined as treating individuals differently on the basis of sex with regard to any aspect of services, benefits, or opportunities ZMS The Academy provides such as:

- Treat a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service.
- Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner.
- Deny any person any aid, benefit, or service.
- Subject any person to separate or different rules of behavior, sanctions, or other treatment providing aid, benefit, or service.
- Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees.
- Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

Sexual Harassment is defined as unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment is conduct that explicitly or implicitly affects a person's employment or education or interferes with a person's work or educational performance or creates any environment such that a reasonable person would find the conduct intimidating, hostile or offensive.

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

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

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

Sexual Assault occurs when physical sexual activity is engaged in without the consent of the other person or when the other person is unable to consent to the activity. The activity or conduct may include physical, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, and taking advantage of the other person's incapacitation (including voluntary intoxication).

Stalking is behavior in which repeatedly engages in conduct directed at a specific person that places that person in reasonable fear of his or her safety or the safety of others.

Consent is informed, voluntary and revocable. Consent is an affirmative, unambiguous, and conscious decision by each participant to engage in mutually agreed-upon sexual activity. It must be given without coercion, force, threats, or intimidation. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent is withdrawn, the sexual activity must stop immediately.

Prohibited Conduct

This policy strictly prohibits sexual or other unlawful harassment or discrimination as well as sexual violence as defined above. Sexual or other unlawful harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age national origin, disability, color, or any other legally protected basis if:

- submission to conduct is made, either explicitly or implicitly, a term or condition of any individual's education.
- employee or submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's education or employment or
- it creates a hostile or offensive environment which means the alleged conduct is sufficiently serious to limit or deny a student's ability to participate in or benefit from the student's education programs.

Unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters, or cartoons based on race, national origin, age disability, marital status, sex, or other legally protected categories.

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about or displays or obscene printed or visual material, questions about sexual fantasies, preferences or history, and physical contact such as patting, pinching, or intentionally brushing against another person's body.

Complaint/Grievance Procedure

The following grievance procedures shall be used to address sex discrimination complaints filed by students/employees or complaints filed on their behalf against employees, other students, or third parties.

If you believe that you have experienced or witnessed harassment or sexual violence, notify your Learning Leader, Supervisor, School Director, or the Title IX Coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of which is creating the situation. No employee, contract worker, student vendor, or other person doing business with ZMS The Academy is exempt from the prohibitions in this policy. Supervisors will refer all harassment complaints to the Title IX Coordinator for student-related complaints and to the School Director/Owner if the complaint involves an employee.

In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. A sex discrimination complaint should be filed within 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the School received notice, the School will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance, once received, will be maintained in the student's and/or employee's permanent file which has limited staff access. This includes verbal complaints.

All complaints involving a student will be referred to the School's Title IV Coordinator. The Title IV Coordinator is listed below and has the responsibility of overseeing all Title IX complaints and identifying and addressing any patterns or systemic problems that arise during the review of such complaints.

The grievant/complainant may use the Title IX Grievance form, but is not required, to file a Title IX discrimination complaint.

Title IV Coordinator:

Noemi Perez

ZMS THE ACADEMY

zmsacademy@gmail.com

Program Director:

Judy Caspe

ZMS THE ACADEMY

zmsacademy@gmail.com

ZMS The Academy ensures that its employee(s) designated to serve as Title IX Coordinator(s) and Program Director have adequate training on what constitutes sexual harassment, including sexual violence, confidentiality requirements, and they understand how the Academy's grievance procedures operate.

Investigation of Complaints

In response to all complaints, ZMS The Academy promises prompt and equitable resolution through a reliable and impartial investigation of complaints including the opportunity for both parties to present witnesses or other evidence.

The time necessary to investigate will vary based on complexity but will generally be completed within 60 days of receipt of the complaint. If a complainant requests confidentiality, ZMS The Academy will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, ZMS The Academy will inform the complainant that its ability to respond may be limited.

The preponderance of evident standard will apply to investigations meaning ZMS The Academy will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will receive written notice of the complaint within 60 days of receipt of the complaint. Written notice will include:

- Whether ZMS The Academy found that the alleged conduct occurred and whether it constituted discrimination.
- Any individual remedies offered or provided to the complainant or any sanctions imposed on the respondent that directly relate to the complainant. The respondent's version will not include individual remedies offered or provided to the complainant unless the remedy directly involves the respondent.
- Any other steps ZMS The Academy took to eliminate the hostile environment, if ZMS The Academy found one to exist, and prevent recurrence.

During the investigation, ZMS The Academy will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved. Examples of temporary and permanent measures to protect the complainant as necessary are

- No contact orders
- Change academic situations, as appropriate, with minimum burden on the complainant
- Counseling
- Health and mental services
- Escort services
- Academic support
- Retake a program or withdraw without penalty

If ZMS The Academy determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved and ZMS The Academy will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by ZMS The Academy to be responsible for unlawful harassment or discrimination will be subject to appropriate disciplinary action up to, and including, termination.

Remedies for student-related claims may include, but are not limited to, an order to stay away, suspension, or expulsion.

To initiate a criminal investigation, reports of sexual violence should be made to “911” or local law enforcement. The criminal process is separated from ZMS The Academy’s disciplinary process. To the extent that an employee or contract worker is not satisfied with ZMS The Academy’s handling of a harassment or discrimination complaint, he or she may also contact the appropriate State or Federal enforcement agency for legal relief.

In California, employees may notify the Department of Fair Employment and Housing by consulting the government agency listings in the telephone book or online at www.dfeh.ca.gov. The Department of Fair Employment and Housing will, in appropriate cases, prepare and investigate complaints of harassment or discrimination. After a hearing, the Fair Employment and Housing Commission may award damages to individuals actually injured as a result of such conduct as well as other remedies.

ZMS The Academy should make appropriate referrals to law enforcement. The Academy will also notify complainants of the right to proceed with a criminal investigation and the Title IX complaints simultaneously.

ZMS The Academy will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

Retaliation Prohibited

ZMS The Academy prohibits any form of retaliation, intimidation, or harassment against any individual who filed or otherwise participated in the filing or investigation of a complaint of discrimination. Any individual who believes he/she has been subjected to retaliation may file a separate complaint under this procedures.

Reporting Requirements

Victims of sexual misconduct should be aware that school administrators must issue timely warnings for incidents reported to them that pose a substantial threat or bodily harm or danger to other members of the campus community. ZMS The Academy will make every effort to ensure that a victim’s name and other identifying information is not disclosed while still providing enough information for community members to make safety decisions in light of the danger. ZMS The Academy reserves the right to notify parents/guardians of dependent students regarding any health or safety risk or a change in student status.

Additional Information

ZMS The Academy does not allow conflicts of interest (real or perceived) by those handling the procedures. The School maintains all documentation of any proceeding. The School will inform the students, at regular intervals, of the status of the investigation. The School will disallow evidence of past relationships.

Employees should contact the School Director for more information or any questions related to this policy. Students may contact the Title IX Coordinator with any questions related to this policy. In addition, the U.S. Department of Education Office for Civil Right (OCR) investigates complaints of discrimination including harassment of students in educational programs or activities. This agency may serve as a neutral fact finder and will attempt to facilitate the voluntary resolution of disputes with the parties. For more information, visit the OCR website at:

www2.ed.gov/about/offices/list/ocr/index.html

SEXUAL HARASSMENT POLICY

ZMS The Academy is committed to maintaining a working and learning environment that provides for fair and equitable treatment including freedom from sexual harassment. This policy covers anyone who engages in sexual harassment on school property or at school activities.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal and/or physical conduct of a sexual nature when:

- Submission to the conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment, work opportunity, education, or other benefit
- Submission to or rejection of the conduct or communication is used as a factor for employment decisions or other school-related decisions affecting an individual and/or
- Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment can occur between staff to student, student to staff, student to student, staff to staff, female to male, male to female, female to female, and male to male. Administration will take prompt, equitable, and remedial action on reports and complaints that come to the attention of school personnel either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

- Sexual harassment may include, but is not limited to
- verbal harassment or abuse of a sexual nature.
- subtle pressure for sexual activity.
- inappropriate or unwelcome touching, patting, or pinching of a sexual nature.
- intentional brushing against a student's or any employee's body.
- demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status.

- demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status.
- use of sexually or gender-degrading works or comments, verbal or written (e.g., graffiti)
- display in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures.
- leering of a sexual nature.
- spreading of sexual rumors.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone else engaging in sexual harassment on school property or at school activities will have access to school property and activities restricted or revoked as appropriate. The School shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed, as much as possible, consistent with the School's legal obligations and the necessity to investigate the allegations and take disciplinary action when the conduct has occurred.

Retaliation is prohibited against any person who makes a complaint, or is a witness under this policy, and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary action.

Each staff member is responsible to immediately report alleged discrimination and/or harassment to his/her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary action up to, and including, termination.

HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY

ZMS The Academy is committed to maintaining a working and learning environment that provides for fair and equitable treatment including freedom from bullying, harassment, intimidation, and discrimination of any kind.

This policy includes anyone who engages in such behavior on school property, at school activities, or an electronic act through the use of cell phones, computers, personal communication devices, or other electronic gaming devices.

Harassment, intimidation, bullying, and discrimination may take many forms including

- verbal aggression and name calling.

- physical aggression.
- relational aggression.
- graphic and written statements which may include use of cell phones, computers, or gaming systems.
- other conduct that may be physically threatening, harmful, or humiliating.

Harassment, intimidation, bullying, and discrimination include intent to harm. They are directed at a specific target and typically involve repeated incidents. Harassment, intimidation, bullying, and discrimination created a hostile environment and will not be tolerated at ZMS The Academy.

Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance and creates an intimidating, hostile, or offensive work or school environment. Harassment, intimidation, bullying and discrimination can interfere with and limit a person's ability to participate in or benefit from the services, activities, or opportunities offered by the School. Administration will take prompt, equitable, and remedial action on all reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

Engaging in harassment, intimidation, bullying, or discrimination will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone engaging in these behaviors on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

The School shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the School's legal obligations, State laws and policies, and the necessity to investigate the allegations and take disciplinary and/or restorative action to resolve the problem.

Retaliation is prohibited against any person who makes a complaint or who is a witness under this policy and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary and/or restorative action.

Each staff member is responsible for immediately reporting alleged harassment, intimidation, bullying, or discrimination to his/her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary and/or restorative action up to and including termination.

For a list of State anti-bullying laws and policies, please go to: www.stopbullying.gov.

COPYRIGHT MATERIAL POLICY FOR ZMS THE ACADEMY

All material in this program is, unless otherwise stated, the property of ZMS The Academy, 2228 East Cesar E. Chavez Avenue, Los Angeles, California 90033.

Reproduction or retransmission of the materials, in whole or in part, in any manner, without the prior written consent of the copyright holder, is a violation of copyright law.

At ZMS The Academy, we abide by the provisions of the federal Digital Millennium Copyright Act (DMCA) which requires prompt response to claims of copyright infringement by copyright holders or their agents.

If the School receives an allegation of copyright infringement based on your use of the School's computers, the matter will be referred to the School Director for further investigation. If you are found responsible after meeting with the School Director, you are subject to disciplinary action including loss of network access, suspension, or termination from school, and/or restitution, or community service.

The internet is an essential tool for our academic and everyday pursuits. Along with these benefits come responsibilities. One of the most critical is conforming to the copyright laws governing music, movies, games, and software over the internet. You must have the consent of the copyright holder to make copies.

The consequences of copyright infringement also extend outside the school. Copyright holders may assess civil liability and even criminal prosecution. Recently, the Recording Industry Association of America (RIAA) has adopted the practice of sending schools pre-litigation settlement letters to be forwarded to individuals offering them "the opportunity to resolve copyright infringement claims at a discounted rate." Published reports indicate that the minimum settlement is \$3,000.00 per case.

Another reason to be careful with file-sharing programs is that the installation procedures for most of them enable default open access worldwide to information on your system; thus, the integrity of your computer and personal information can be compromised through illegal file sharing including making you vulnerable to identity theft.

To facilitate student access to legal sources of music and video online, we have listed several sites below.

- **iTunes:** The Apple store works with both Windows and Mac operating systems. Currently, over 99 percent of their song catalog is "unlocked" meaning you can transfer the songs to any device or computer you own.
- **eMusic.com:** This site features mostly independent and jazz/blues music. They offer low prices for signing up (up to 45 songs for free) and a good portion of their catalog can be purchased for about \$0.50 to \$0.89 per song.

- **Netflix.com:** For about \$7.99 per month, you can set up an online list of over 20,000 movies that can be streamed directly to your computer.

SOCIAL NETWORKING POLICY

ZMS The Academy respects the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications which include, but are not limited to, written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, new groups, email distribution, blog postings, and/or social networking sites (e.g., Facebook, Twitter, YouTube, Friendster.). Students are personally responsible for the content they publish on social networking site. Students are expected to treat each other with fairness and respect consistent with the ZMS The Academy culture.

ZMS The Academy does not permit ethnic slurs, personal insults, obscenity, intimidation, cyberbullying, or engaging in conduct that would be unbecoming.

ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY

The School is concerned about the use of alcohol and drugs in the educational facility. This concern is based upon the effect that those substances have on a person's judgment, performance, safety, and health.

The School prohibits the possession, use, or being under the influence of alcohol or an illegal substance of school premises or at a school activity.

This prohibition includes drug which

- (a) are not legally obtainable or
- (b) are legally obtainable but have not been legally obtained.

The prohibition also includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.

To enforce this policy, the School reserves that right to search all school premises including classrooms, administrative offices, corridors, storage rooms, and parking lots.

The School also reserves the right to search all employee and student property on school premises or at school activities including, but not limited to, backpacks, purses, handbags, lockers, and vehicles parked on school property. The School also reserves the right to implement other measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action including expulsion from the school or termination for employees.

The School also will not object to law enforcement seeking to search school premises or employees and students and employee and student property on school property or a school activities.

REGULATORY AND ACCREDITATION AGENCIES

The following bodies license and regulate ZMS The Academy.

Bureau for Private Postsecondary Education (BPPE)
1747 Market Blvd, Suite 225
Sacramento, CA 95834
(916) 574-8900
Toll Free: (888) 370-7589

The California Bureau for Private Postsecondary Education (BPPE) approved schools to operate in California. A school must be approved in order to offer programs, classes, and/or courses to students in order to issue a bona fide certificate of completion and/or degree.

CA Board of Barbering and Cosmetology (BBC)
P.O. Box 944226
Sacramento, CA 94244-2260
(916) 515-7281
Toll Free: (800) 952-5210

The California Board of Barbering and Cosmetology (BBC) licenses Cosmetology, Barbering, Esthetician, Manicuring, and Electrology schools in California. A student must attend a BBC approved school in order to take the California State Board Licensing examination.

The Council on Occupational Education
7840 Roswell Road, Suite 325
Atlanta, GA 30350
(770) 396-3898

The Council on Occupational Education is recognized by the U.S. Department of Education as a national accrediting agency for postsecondary vocational and technical schools.

If you are interested in reviewing or receiving a copy of the School's State license/approval or a copy of the School's letter of accreditation, please contact the School Director.

The Campus Crime report is provided to each student prior to enrollment. The campus crime statistics are updated annually (October 1 of each year). If you are interested in reviewing or receiving a copy of the School's Campus Crime report, please see the School Director and/or Financial Aid Office or a copy may be reviewed on the school website.

GRIEVANCE POLICY

In the event a student has a concern or grievance that cannot be resolved with the immediate Program Director, the student must file the concern in written form. The complaint will then be referred to the School's management team which consists of the School Director, school owner, admissions representative, and persons involved.

The team will receive an attempt to resolve each complaint or concern within 21 days of receiving the written complaint. If more information is needed, a letter requesting additional information will be sent to the students. If no further information is needed, the team will determine a resolution and notify the student, in writing, within 15 calendar days of the steps taken to correct the concern or an explanation as to why no action was required. The School will maintain records of the complaint and response in accordance with the published record retention policy. Students will not be subject to adverse actions by any school official as a result of initiating a complaint.

Students should follow the above process; however, the student may, at any time, file a complaint with the School's accrediting agency or the U.S. Department of Education. Students will not be subject to retribution upon filing a complaint.

Students may refer unresolved grievances to:

California Bureau for Private Postsecondary Education
1747 North Market Blvd., Suite 225
Sacramento, Ca 95834
(916) 574-8900 Telephone
(916) 263-1897 Fax
Toll Free: (888) 370-7589
Website: www.bppe.ca.gov

Board of Barbering and Cosmetology (BBC)
P.O. Box 944226
Sacramento, CA 94244-2260
(916) 575-7281
Toll-Free: (800) 952-5210
Website: barbercosmo.ca.gov

SCHOOL ADMINISTRATION

Owner: ZMS The Academy, LLC
Program Director/School Director: Judy Caspe
Financial Aid Administrator: Noemi Perez

Administrative Assistant: Claudia Arrezola

Instructors

Dolores Udave, CA Licensed Barber, CA Licensed Cosmetologist
Noemi Perez, CA Licensed Manicurist, CA Licensed Barber
Christian Alvarez, CA Licensed Barber, CA Licensed Cosmetologist, CA Licensed Manicurist
Danny Rodriguez, CA Licensed Barber
Susannah Mendez, CA Licensed Manicurist
Lindsey Brown, CA Licensed Esthetician
Judy Caspe, CA Licensed Barber, CA Licensed Cosmetologist, CA Licensed Esthetician, CA
Licensed Manicurist, CA Registered Body Art Practitioner, Registered CPR Instructor, CA
Department of Environmental Health Approved Blood Born Pathogens Trainer

MISSION STATEMENT

ZMS The Academy is dedicated to providing quality, affordable, and relevant vocational education leading to personal and career success

We wish you good learning, good skills, and a rewarding and prosperous career.

There are things that you:

- 1-have to do
- 2-should do
- 3-want to do

Make school something you really want to do and then you will see tremendous success!

ZMS THE ACADEMY

I have received a copy of the school catalog which contains the rules, regulations, course completion requirements, and costs for the specific course in which I have enrolled.

Print Name _____

Signature _____

Enrolled by _____

Date _____