



# Student Catalog

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[www.TheBlackPearlNailAcademy.com](http://www.TheBlackPearlNailAcademy.com)

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## **Mission Statement**

The ***Black Pearl Nail Academy*** is an innovative FULL-SERVICE manicure school in Memphis, Tennessee that is focused on providing instruction through a combination of classroom theory, practical application, apprenticeship programs and clinical experience coupled with business acumen that once completed will have the adult learner more than prepared to enter, contribute and positively grow their career as a professional manicurist, instructor or business owner in the field of cosmetology.

## **Admissions**

1. Have successfully completed a high school education or its equivalent as evidenced by any of the items on the following non-exhaustive list:
  - copy of diploma,
  - copy of GED certificate,
  - copy of a transcript showing high school completion,
  - or a certificate of attainment (only applicable to non-Title IV recipients), etc.,
  - or have evidence of completion of homeschooling that state law treats as a home or private school. If the state issues a credential for homeschooling, maintain this credential;
  - or have evidence that verification of a foreign student's high school diploma has been performed by an outside agency that is qualified to translate documents into English
- and confirm the academic equivalence to a U.S. high school diploma.  
***The Black Pearl Nail Academy does not accept Ability-To-Benefit (ATB) students.***
2. Complete the initial Application and submit the \$100 application fee.
3. Provide additional enrollment requirements:
  - Prospective students must be at least 16 years of age
  - Official copy of signed Social Security Card
  - Identification: Copy of official government ID (Passport, Driver's License, or Birth Certificate)
  - Student Interview: Conducted during facility tour. This may be waived for students re-enrolling or a graduate returning for a different program.

**Master Instructor:** Must hold a current State of Tennessee cosmetologist, aesthetician, or manicurist license that has had no lapse for the past 3 years. Must provide all other required enrollment documentation as listed above.

## **TRANSFER-IN OF HOURS**

The Black Pearl Nail Academy will accept transfer students based on the number of hours that are approved for transfer by the State of Tennessee Board of Cosmetology. Transfers can only be done after the student has been withdrawn from their previous school for 7 business days. The hours that the student has accumulated will have to be verified by the Tennessee State Board of Cosmetology to be accepted by The Black Pearl Nail Academy. If you have obtained hours from another state, they must be approved by the Tennessee State Board of Cosmetology for reciprocity. The Black Pearl Nail Academy reserves the right to deny transfer hours from another institution for any reason.

## **TRANSFER-OUT OF HOURS**

All schools and institutions reserve the right to determine which or how many hours they will accept from another school or institution. The transferability of hours you earn at The Black Pearl Nail Academy is at the complete discretion of that school or institution to which you may seek to transfer. If the hours that students earn at The Black Pearl Nail Academy are not accepted at the school or institution to which you seek to transfer, you may be required to repeat some or all your course work.

## **RE-ENTRY OF PRIOR ENROLLED TBPB ACADEMY STUDENTS**

To be eligible for readmission to the most recent The Black Pearl Nail Academy, the student must meet the following readmission requirements.

1. Meet all admission requirements including any requirements outlined in the previous official withdrawal/dismissal/expulsion letter.
2. Be current on any previous outstanding debts with the school or make satisfactory payment arrangements. Previous balances owed may **NOT** be applied to the new agreement balance.

Prior clocked hours may be evaluated prior to readmission and may or may not be approved. Approval for readmission will be made by the school's Director or other designated administrator and is based on education, schedule, space availability AND the manner and/or reason for which the student was originally withdrawn/terminated.

The Black Pearl Nail Academy reserves the right to deny readmission following termination or withdrawal for any reason. If readmission approval is granted, the applicant will be required to sign a new enrollment agreement and may be required to pay additional tuition, books, supplies, and equipment costs. If a student withdraws and has been charged 100% of the Agreement price, a student in good standing (financial, academic, and behavioral) may be eligible to return to the course, for a 365-day period without any additional tuition costs. If a student withdraws and has been charged less than 100% of their agreement, the student may be eligible to return to the course and may incur additional tuition costs.

## **STUDENT ORIENTATION**

### **Contract Costs and Terms**

The student and sponsor (if applicable) agree to pay the school the tuition and fees for the program selected according to the approved payment plan as stated below. The Black Pearl Nail Academy may, at its option and without notice, prevent students from attending class until any applicable unpaid balance of payments is satisfied.

***The Black Pearl Nail Academy will require the student to sign a new contract and will charge additional tuition for hours remaining after the contract ending date at the rate of \$20.00 per hour for all programs, payable in advance until student program completion.***

The school may charge \$1.00 per page transcript fee for transcript requests. The Black Pearl Nail Academy will charge a registration fee for students enrolling or transferring to the school of \$100.00. The school will charge a re-entry fee to students who have withdrawn and wish to re-enter more than 30 days after termination, \$150.00. The tuition rates current at the time of re-entry will apply to the balance of training hours needed for students who re-enroll more than 30 days after the formal withdrawal date unless mitigating circumstances apply.

Methods of payment include:

- full payment at the time of signing the Enrollment Agreement,
- the registration fee paid at the time of signing the Enrollment Agreement with the balance paid prior to the start date,
- or through an approved payment plan as stated herein. **Payments may be made by cash, check, money order, credit card, or through non-federal agency or loan programs if applicable. Students are responsible for paying the total tuition and fees.**

**PROGRAM COSTS****Course Name: Traditional Online Program**

Reg. Fee	Essentials	Kit	Tuition (7.50/ credit hour X 600)	Total Cost of Program
\$100	\$400	\$1,500	\$4,500	\$6,500

**Course Description:** The student will receive training in the art and sciences of **manicuring**

**Course Length:** 600 hours

**Program Length in weeks: 30 weeks Part-time      24 weeks Full-Time**

**Instructional Method:** The course will use lectures, demonstrations, and student participation. Students will demonstrate their competencies in manicuring license theory and practice through mannequin repetitions and clinic activities. Instruction will be supplemented with visual aids, student exercises, student presentations, and other instructional techniques.

**Grading Procedures:** Class attendance and participation are mandatory. Students are required to be prepared for class with textbooks, notebooks, pens or pencils, assignments, and kits as assigned. Students are graded in the areas of academic and practical learning experiences. All academic learning shall be measured and assessed through tests, assignments, and quizzes. Practical learning is assessed through the hands-on completion of all assigned work. All areas are graded using the school's grading scale.

**Course Name: Apprenticeship Program**

Reg. Fee	Essentials	Supplies/Kit	Tuition (\$7.50 credit hour X 600)	Total Cost of Program
\$100	\$400	\$1,500	\$4,500	\$6,500

**Course Description:** The student will receive training in the art and sciences of **manicuring**

**Course Length:** 600 hours

**Program Length in weeks: 30 weeks Part-Time      24 weeks Full-Time**

**Instructional Method:** The course will use lectures, demonstrations and student participation during the theory portion of 300 hours. The student must sit and pass the State of Tennessee Theory board exams. The Student will then demonstrate their competencies in manicuring practical skills and practice through mannequin repetitions, clinic activities and salon experience. Instruction will be managed and monitored by a licensed instructor in a salon setting.

**Course Reference/Instructional Materials:**

Textbook	ISBN #	Copyright
Milady Standard Nail Technology with Standard Foundations 8 <sup>TH</sup> Edition	978-0357446867	2020 Milady

<b>COURSE NAMES BELOW: TRADITIONAL &amp; APPRENTICESHIP PROGRAMS</b>	<b># HOURS</b>
<b>Foundations Part 1- Life Skills</b>	<b>10</b>
<b>Foundations Part 2- Professional Image</b>	<b>10</b>
<b>Foundations Part 3- Communicating For Success</b>	<b>10</b>
<b>Foundations Part 4-The Healthy Professional</b>	<b>10</b>
<b>Foundations Part 5-Infection Control</b>	<b>65</b>
<b>Foundations Part 6-Chemistry and Chemical Safety</b>	<b>30</b>
<b>Foundations Part 7-Electricity and Electrical Safety</b>	<b>5</b>
<b>Foundations Part 8-Career Planning</b>	<b>30</b>
<b>Foundations Part 9-On the Job</b>	<b>15</b>
<b>Foundations Part 10-The Beauty Business</b>	<b>15</b>
<b>Nail Technology – 1. History &amp; Career Opportunities</b>	<b>10</b>
<b>Nail Tech – 2. General Anatomy and Physiology</b>	<b>100</b>
<b>Nail Tech – 3. Skin Structure, Disorders and Diseases</b>	<b>70</b>
<b>Nail Tech – 4. Nail Structure, Disorders and Diseases</b>	<b>70</b>
<b>Nail Tech – 5. Nail Product Chemistry</b>	<b>50</b>
<b>Nail Tech – 6. Manicuring</b>	<b>10</b>
<b>Nail Tech – 7. Pedicuring</b>	<b>10</b>
<b>Nail Tech – 8. Electric Filing</b>	<b>10</b>
<b>Nail Tech – 9. Nail Tips and Forms</b>	<b>20</b>
<b>Nail Tech – 10. Nail Resin Systems</b>	<b>5</b>
<b>Nail Tech – 11. Monomer Liquid &amp; Polymer Powder Nail Enhancements</b>	<b>20</b>
<b>Nail Tech – 12. Gel Nail Enhancements</b>	<b>15</b>
<b>Nail Tech – 13 Nail Art</b>	<b>10</b>
<b>TOTAL PROGRAM HOURS</b>	<b>600</b>

### Course Name: Master Instructor Program

<b>Registration Fee</b>	<b>Essentials</b>	<b>Tuition (\$10/credit hour X 300)</b>	<b>Total Cost of Program</b>
\$100	\$400	\$3,000	\$3,500

**Course Description:** The student will receive training in the art and sciences of classroom instruction.

**Course Length:** 300 hours

**Program Length in weeks:** 24 weeks Part-Time      16 weeks Full-Time

**Instructional Method:** The course will use lectures, demonstrations, and student participation. Students will demonstrate their competencies in manicuring license theory and practice through mannequin repetitions and clinic activities. Instruction will be supplemented with visual aids, student exercises, student presentations, and other instructional techniques.

**Grading Procedures:** Class attendance and participation are mandatory. Students are required to be prepared for class with textbooks, notebooks, pens or pencils, assignments, and kits as assigned. Students are graded in the areas of academic and practical learning experiences. All academic learning shall be measured and assessed through tests, assignments, and quizzes. Practical learning is assessed through the hands-on completion of all assigned work. All areas are graded using the school's grading scale.

**Course Reference/Instructional Materials:**

Textbook	ISBN #	Copyright
Milady Master Educator 3 <sup>RD</sup> Edition	9781428321519	2008 Milady

COURSE NAMES BELOW: INSTRUCTOR NAIL PROGRAM	# HOURS
Section I – Course Management	25
Section II – Support Materials and Forms	25
Section III – Comprehensive Lesson Plans, Volume I	125
Section IV – Comprehensive Lesson Plans, Volume II	125
<b>TOTAL PROGRAM HOURS</b>	<b>300</b>

**Distance Education Instructional Methods (if applicable):** Distance education means education that uses one or more of the technologies listed in paragraphs (1) through (4) of this definition to deliver to students who are separated from the instructor and to support regular and substantive interaction between the students and the instructor. These technologies include:

1. The internet
2. One-way and two-way transmissions/communications between the students and the instructor through open broadcast, closed circuit cable, broadband lines, fiber optics, satellite, or wireless communication devices.
3. Audio conferencing or
4. DVD's if the DVDs are used in a course in conjunction with any of the technologies listed in paragraphs (1) through (3) of this definition. The school will evaluate the student's qualitative academic performance for each quarter of the distance education component completed within the program at the institution by a qualified instructor.

**GRADING SYSTEM**

Each student is graded on his/her knowledge of the textbook, classroom theory and practical/clinic work throughout the program. Written/online quizzes are given throughout lessons and written exams are given at the end of each chapter of study and each phase completion along with a final course exam. Practical and clinical tasks are evaluated as assignments/clients book services. State license preparation consists of the administration of 1 Mock State Board Licensing examination covering both State Regulation and principles and practices of manicuring. An overall grade of 80% is required for graduation. All students who successfully complete graduation requirements are issued a certificate. The following is a guideline for instructors to follow when calculating/determining the grade.

**Grading Procedures:** Class attendance and participation are mandatory. Students are required to be prepared for class with textbooks, notebooks, pens or pencils, assignments, and kits as assigned. Students are graded in the areas of academic and practical learning experiences. All academic learning shall be measured and assessed through tests, assignments, and quizzes. Practical learning is assessed through the hands-on completion of all assigned work. All areas are graded using the school's grading scale located in the SAP section.

**Course Objective:** Train/guide/facilitate the student for entry-level employment in the field of cosmetology and manicuring. Positions could vary such as nail technician, platform artist, sales representative, instructor, salon owner, nail salon owner and/or celebrity nail tech.

## **EMPLOYMENT ASSISTANCE**

The Black Pearl Nail Academy offers academic and graduate employment services to students. The school does not guarantee employment but does assist through an internal job-boards, internal external career days, and by continuing local relationships with salons and other possible beauty-related employers.

## **SCHOOL CALENDAR**

The Black Pearl Nail Academy may be closed during a student's enrollment for unexpected reasons. In the event of inclement weather all students will be notified by the instructor when school will be cancelled. The Black Pearl Nail Academy will "mirror" Shelby County Schools' inclement weather, Spring break and Fall break policy for closings.

The school operates year-round with scheduled holiday observances and or school closings. Schedules may vary by program and or change based on changes in enrollment, staffing or as needed to maintain educational quality. **The Black Pearl Nail Academy** observes the following holidays and school closings:

<b>Holiday/Event</b>	<b>Holiday/Event</b>
Martin Luther King, Jr.'s Birthday Observed	
President's Day	Labor Day
Spring Break (Usually 1 week in March)	Fall break (usually one week in October)
Memorial Day	The Week of Thanksgiving
Juneteenth Observed	Last 3 weeks of December
4 <sup>th</sup> of July	January 1 – New Year Day

## **SCHOOL START DATES**

The Black Pearl Nail Academy will have the following 12-week Semesters for 2023 with tentative dates as follows:

	<b>Winter (Jan-Apr)</b>	<b>Summer (May-Aug)</b>	<b>Fall (Sep-Dec)</b>
<b>Open House</b>	<b>1/8/2023 @ 4pm</b>	<b>4/16/2023 @ 4pm</b>	<b>8/20/2023 @ 4pm</b>
<b>Orientation</b>	<b>1/29/2023 @ 3pm</b>	<b>5/27/2023 @ 3pm</b>	<b>9/3/2023 @ 3pm</b>

## **NON-DISCRIMINATION/HARASSMENT**

The Black Pearl Nail Academy does not tolerate anyone intimidating, humiliating, sabotaging or harassing others in our school/work environment. Students found guilty of such actions will be expelled immediately. We also prohibit discrimination based on race, color, national origin, sex, disability, or age in our programs and activities and provide equal access to educational programs. The following person has been designated to handle inquiries regarding the Non-Discrimination/Harassment policies:

Ms. Helen Caldwell

EMAIL: TheBlackPearlNailAcademy@gmail.com

Individuals with disabilities are entitled to a reasonable accommodation to ensure that they have full and equal access to the school's educational resources, consistent with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("section 504") and the Americans with Disabilities Act (42 U.S.C. § 12182) ("ADA"), their related statutes and regulations, and corresponding state and local laws.

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance. The ADA prohibits a place of public accommodation from discrimination based on disability.

Individuals with disabilities wishing to request an accommodation must contact the ADA Compliance Coordinator. A disclosure of disability or a request for accommodation made to any staff, faculty, or personnel other than the ADA Compliance Coordinator will not be treated as a request for accommodation(s). However, if a student discloses a disability to such an individual, he or she is requested to direct the student to the ADA Compliance Coordinator. Upon request, the ADA Compliance Coordinator/Designated School Officer will provide the student or applicant with a **Request for Accommodation Form**.



**SCHOOL OWNER**

Duriya A. Caldwell – Executive Director  
 938 E. Brooks Rd  
 Memphis, TN 38116  
 (901) 609-4452 owner@theblackpearlnailacademy.com

**STATE OF TENNESSEE BOARD OF COSMETOLOGY**

500 James Robertson Pkwy  
 Nashville, TN 37243  
 (615)741-2515 Cosmetology.board@tn.gov

**ACCREDITATION**

Candidate for Accreditation  
 National Accrediting Commission of Career Arts & Sciences (NACCAS)  
 3015 Colvin Street  
 Alexandria, VA 22314  
 703-600-7600 [www.naccas.org](http://www.naccas.org)

**STUDENT ASSISTANCE**

Student services provided by the school are designed to provide support in areas related to transportation, child-care, housing, etc., and other related areas to help students ability to complete their course/program. Student Services or designated

school staff member or administration is available to meet with students to provide referrals for students at risk or in need of assistance while enrolled at the school upon the student's request.

**STUDENT ADVISING & GUIDANCE**

The **Black Pearl** makes a reasonable effort to maintain close communication with all students. Students have access to faculty and administrative staff for both career and academic advising. Students experiencing personal problems that require professional help will be referred to the appropriate agency(s) or organization(s).

Individual academic advising occurs periodically throughout the program. These advising sessions help instructors determine student progress and identify those students who may require additional assistance. Problems not resolved in instructor/student sessions may be referred to the School Director or designee.

Student advisement is available. Students are encouraged to seek help whenever it is needed. Formal academic advisement occurs when grade or progress reports are issued. At any time, between grade or progress reports, students may be formally advised; and all advisements are confidential. Whenever any staff member advises a student, the proceedings of that advisement are documented on the appropriate forms. All students will receive ongoing, informal daily advisement in the areas of attitude, attendance, behavior, image, professionalism, etc. When a student's problems or concerns are beyond staff capability, the student will be referred to the appropriate professional or agency.

**PERSONAL COUNSELING SERVICES/AGENCIES**

U.S. Department of Health and Human Services Office on Women's Health,  
 1-800-994-9662 or <https://womenshealth.gov>

The National Domestic Violence Hotline  
 1-800-799-SAFE (7223) or 1-800-787-3224

National Sexual Assault Hotline  
 1-800-656-HOPE (4673)

National Suicide Prevention Lifeline

1-800-273-8255 or [Suicidepreventionlifeline.org](http://Suicidepreventionlifeline.org)

### **PERSONAL INFORMATION RECORDS UPDATE/CHANGES**

**Address/Telephone Number Changes:** Students are asked to notify the school when any information regarding their address and/or telephone number changes. Notification can be made by submitting a written request to initiate the change. A Student's recorded address will be automatically updated if correspondence is returned to the school by the United States Postal Service or other delivery carrier service, with an address correction.

**Name Changes:** All students who wish to make a name change in their academic records must submit the request in writing and include documentation verifying the legal name change. Proof of legal name change can be a copy of a student driver's license, social security card, marriage certificate, divorce decree, or other legal documents showing the name change. Request for name changes should be submitted to the designated school official/administrator. If the documentation is complete, the student's academic records will be updated with a copy of the legal documents in the student's academic file.

### **TRANSCRIPTS**

A transcript is an official document on the educational work of a student which lists the student's subject, grades received, enrollment date range, and status. Official transcripts are issued by the school's designated official. Transcript requests may be made for the following reasons:

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

Students/graduates must submit a formal request in writing to [studentintake@theblackpearlnailacademy.com](mailto:studentintake@theblackpearlnailacademy.com). The student/graduate may submit an email letter of request that includes the following information:

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

### **RIGHTS RESERVED**

The Black Pearl Nail Academy reserves the right to add or withdraw any course and to make changes in schedule, curriculum, tuition, regulation, or any other published information as conditions warrant.

The Black Pearl Nail Academy has no responsibility for loss or damage to student work, supplies or any other personal property. Students should keep personal items in lockers. Students are required to replace immediately any supplies or equipment that is lost, stolen, or broken.

### **SCHEDULE CHANGES**

The school reserves the right to change the established schedules, in the event it becomes necessary. Students will be notified in advance should such circumstances arise.

### **Class Hours**

Class hours at **The Black Pearl Nail Academy** are normally Monday to Thursday from 9am – 3pm for Full Time or 4pm-9pm for Part Time. Students perform practical services on the public on Wednesday and Thursdays. Students performing practical services are allowed leniency on appointments with prior permission from the instructor.

## **STUDENT POLICIES**

### **GROUND FORS TERMINATION**

The Black Pearl Nail Academy reserves the right to terminate or to suspend a student for any reason and with or without previous warning; including, but not limited to:

1. Excessive tardiness or absences;
2. Failure to comply with conduct and employability standards;
3. Damage to property belonging to the school or its employees or other students;
4. Breach of school policies, rules, or regulations;
5. Bullying, conduct, harassment, violence, or any conditions that pose or may pose a threat to other students, guests, or employees;
6. Providing fraudulent or misleading information/documentation required for admissions, financial aid, or attendance;
7. Failure to make satisfactory arrangements for payments of tuition/expenses;
8. Failure to make satisfactory academic progress.

### **TARDINESS**

Students must report to class on time. Late arrival for any reason must be communicated and explained to the designated school official or current instructor. Excused and Unexcused is discussed below in the "Attendance" section. Being repetitively tardy will result in the student earning

more unexcused absences. For every 5 hours that a student is late/misses class it will equal one unexcused absence. Ex. Class is Mon-Thu and if the student is tardy for the first hour and 30 minutes of class for a week they will have accumulated an unexcused absence.

### **ATTENDANCE**

A student is considered absent during any unattended portion of their regular schedule. Any absence will interfere with your learning process and on-time program completion. Students must inform the school of any planned absence by completing a **Student Absence Notification Form** prior to the date of the planned absence (**EXCUSED**). In cases of illness, emergency, or other unforeseen absence, the student is required to call the school's administrator or their respective instructor no later than **(1) hour** prior to their course scheduled start time to notify their classroom instructor and/or the Clinic Instructor. If the student does not adhere to this contact time, the student's absence or tardy will be deemed **UNEXCUSED**.

- Students absent two (2) consecutive regularly scheduled course days **without** contact will be immediately dismissed from the school on the 3rd scheduled day of non-attendance.
- Students absent six (6) regularly scheduled course days **with** contact will be immediately dismissed on the 7<sup>th</sup> scheduled day of non-attendance.

Unscheduled school hours and days may be offered at the school's discretion for make-up work and completion of guest services. Any student falling below 80% in attendance will be subject to disciplinary action and will be in jeopardy of being withdrawn. The withdrawal date for any student that withdraws or is dismissed from the school will be the last date of attendance. Attendance percentage is calculated by taking the total hours attended divided by the scheduled hours.

#### **Example:**

Attended hours = 250.0

Absent hours = 28.0

Scheduled hours = 278.0

Percentage =  $250/278 = 89.93\%$

## **CONDUCT AND PROFESSIONAL STANDARDS**

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

1. When a student's appearance and/or attitude is in opposition to the career education goals to which the school's academic and placement assistance are dedicated, the student may be advised, suspended, or dismissed.
2. When a student's behavior interferes with the rights of others, disrupts and/or prohibits the learning process of other students, or is in opposition to the policies and rules of the classroom and the school, the student may be advised, suspended, or dismissed.
3. When a student is guilty of negligence and/or careless acts and/or omissions in the learning process as to endanger or cause injury to another person or property, the student may be advised, suspended, or automatically dismissed.
4. Under certain circumstances, a student's conduct may warrant immediate dismissal. Examples of this include, but are not limited to:
  - a. Engaging in verbal threats, intimidation, use of foul or profane language, physical threats, sexual assault, physical violence, or racial or sexual harassment in or around the School.
  - b. Possession of weapons, firearms, knives, and/or illegal drugs in or around the school.
  - c. Vandalizing, stealing, or being in possession of stolen property.
  - d. Falsifying personal information on school documents and/or presentation of forged documents.
  - e. Making derogatory, divisive, demeaning or overall disrespectful statements on any social media platforms or review sites directed toward the school, staff or another enrolled student.

## **ALCOHOL AND DRUG PREVENTION**

The Black Pearl Nail Academy supports and endorses the Federal Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or abuse of alcohol by anyone on the school's property or as a part of a school activity is prohibited. Students taking prescribed or over-the-counter medication that may affect functioning should inform a school representative or official.

If a final determination is made that any student enrolled in the school is found to be abusing alcohol or using, possessing, manufacturing, or distributing controlled substances in violation of the law on school property or at any school events, they shall be subject to, at a minimum, the referral to counseling and the automatic and immediate suspension or dismissal from school. The school's-imposed actions are additional to any legal actions taken by local, state, or federal authorities.

## **ACADEMIC PROGRESS**

Satisfactory Academic Progress (SAP) is a requirement for all students enrolled in the school. All students must maintain an academic grade percentage of 80% and average cumulative attendance of 80% to be considered for making SAP and to complete the scheduled course within the maximum time frame. ***See the full Satisfactory Academic Progress Policy for additional information.***

## **FINANCIAL PROGRESS**

Students must meet or be current with all financial obligations as specified in their payment plan prior to graduation. It is expected that the student will comply by providing all necessary requested information and/or forms to be submitted on or before the statement due date to maintain satisfactory financial progress. Payment amounts are based upon the course in which the student enrolls and due dates are based on the payment arrangement chosen by the student when signing their contract. All payments are the responsibility of the student and are payable as stated on the student's enrollment agreement. Failure to comply with an established payment arrangement will result in termination.

## **CLASSROOM AND CLINIC ASSIGNMENTS**

Students are required to purchase professional and general liability student insurance with \$3 million annual and \$2 million per occurrence. The student must show proof of purchase before they can perform services on the public. [www.EliteBeautySociety.com](http://www.EliteBeautySociety.com) and [www.BeautyInsurancePlus.com](http://www.BeautyInsurancePlus.com) has student coverage for \$25. Students are required to remain with their instructor in their classrooms or assigned work areas unless at scheduled lunch or break(s). All services are provided by students under the watchful provisions of a licensed instructor. No student is to provide services on another student without first getting permission from the instructor. Order of priorities are theory, practical and clinical assignments for the day. Once completed the instructor may give permission. If a client comes in while a student is having their own services done and there is no one else available, they must service the client. Any student refusing to service a client will be immediately sent home at the loss of their hours from the time of dismissal.

There will be a charge for ALL services and products provided to clients unless otherwise approved in advance by an authorized, designated school official or student's immediate instructor. Students are not allowed to take any payments from a client. Clients must be directed to the desk/instructor to close out their service ticket and/or to tip a student. Students cannot bring any products into the school that are not sold or carried by the school, nor should students advise clients to do so. Stations are assigned for each client service, for the duration of that service and may be reassigned at the discretion of school staff.

Products are provided to the student to be used on school clients and/or models as assigned to develop their required skills and speed. The student will check numbered, clinic floor kits out every day and return it at the end of class. The pedicure stations will be assigned when a student has a client. The student must sign the pedicure log for their station before the service and when they have finished cleaning up after the service. The student should only be using his/her implements to service clients. Failure to sign in and out of the clinic floor kits and pedicure stations will incur a \$10 charge. All personal equipment and belongings must be stored in the student's assigned locker/school location.

Sanitation is a critical part of the student's learning process. Adhering to the school and State Board health and safety standards as outlined in the rules and regulations is essential in maintaining a sanitary establishment. Students are required to maintain a clean and safe station; before, during, and after performing client services or practical work. For cosmetology students to maintain a sanitary station, they will be required to wipe down the surface of their chair and station, sanitize their implements before and after every use, place soiled towels in the appropriate receptacle, and sweep the area surrounding them. Additional tasks may be required depending on the service being provided and may vary.

## **DRESS CODE**

The school's dress code is designed to provide students with guidance on establishing and maintaining a professional image. The dress code is always enforced during the student's school hours, while on school premises while attending via distance education (if applicable), as well as when attending school-sponsored events. Students are expected to use good taste and judgment in matters concerning dress and appearance. Neat, clean, and appropriate attire create the professional image that the school wishes to always portray and your attire must reflect professionalism. Students are required to wear black, grey or dark color pants or scrub bottoms. School logo issued lab coats, scrub tops or t-shirts with student name badge and black or white shoes (croc or sneakers).

The Faculty or Administrative Staff will have the final decision on any questionable dress code or appearance violations. To have all students present a consistent and professional appearance the following policy is to be followed:

1. Students are required to always dress professionally. No jeans of any type. No thin, see-through pants or leggings. No pants or leggings with words or designs. No heels over 2in and/or open toed shoes

2. Student dress code must be always followed during school hours, while on school premises or at school-sponsored events.
3. Students who do not adhere to the school's dress code must clock out and leave the school premises or school-sponsored event until they follow the student dress code.
4. All hairstyling, makeup, and facial hair must be professional and complete prior to arrival at school. No cartoonish make-up can be worn.
5. Clothing must be neat and clean. Excessive wear (holes, frayed hems, stains, etc.), unprofessional language or images, logo-wear other than school-designated wear, or other unprofessional clothing is prohibited.
6. No skin or undergarments may be visible between the shirt and pants or skirt. Abdomens, armpits, bottoms, shoulders, cleavage, lingerie, and undergarments must always be covered.
7. Hands and fingernails must be clean and manicured. Students shall not have any nail extensions while in practical training.
8. Tattoos may be visible so long as they do not depict images of nudity, profanity, or violence or are gang related.

### **MAKE-UP WORK**

Students must make-up failed or missed tests and incomplete assignments when given the opportunity. It is not always promised that the opportunity will be given.

### **CHILDCARE**

Students are prohibited from bringing their children to school during their scheduled course time and/or while earning clock hours. Students must make appropriate arrangements for childcare. The school is available to assist with finding childcare resources.

### **TIME CLOCKS AND CLOCK HOURS**

Student hours are recorded on a time clock each day. It is the responsibility of the student to use the time clock correctly. Failure to clock in or out may result in the loss of clock hours. **To receive full credit, a student must clock IN when beginning their day and clock OUT when ending their day.** Students must clock OUT when beginning their scheduled lunch break (full-time day students only) and must clock back IN when their scheduled lunch break ends. All students must be off the clock when leaving the building for any non-school related activity. Students will receive hours for supervised (licensed instructor) official school activities. Students, regardless of enrolled course or schedule, may not clock more than their scheduled hours on any given scheduled course day, except for approved field trips, unless prior approval is given by the designated school official. Students must be engaged in a learning activity while earning clock hours. Students not engaged in a learning activity or students that are on break or at lunch must be clocked out. Any student found to be not engaging in a learning activity, in the break room or outside the building while clocked in may be subject to corrective action up to and including immediate dismissal for the day from school. Instructors and/or the school director or designee will communicate daily with students in areas of attendance and dependability. At a minimum, students will be notified of their earned clock hours each month. If students have questions about total time, they should speak with their instructor or the Enrollment Officer/Admin as directed.

### **NON-SMOKING**

Smoking is prohibited in school and on the school property. Even when the student is on lunch breaks away from the building he/she should not return smelling like cigarettes or any other smoke related materials. Students will be sent home and assessed a \$25 fee for each infraction.

### **VISITORS**

Students are not allowed to have visitors while in class. This includes people waiting in their cars, parking on the property, etc. Clients that are coming in for services are asked to be respectful of students that may be practicing. Students are asked to inform their clients that they are not allowed to bring extra people to their appointments.

Clients that come with extra people will be asked to reschedule. This includes children that are not receiving services. Only clients that are minors can have one adult present.

### **SOCIAL MEDIA**

The use of social media can be extremely beneficial to the success of a salon, spa or independent contractor. For this reason, the rights of students to utilize social media platforms in ways that directly promote professional career development are encouraged. "Social Media" refers to all forms of online publishing, review and discussion, including but not limited to Facebook, Twitter, YouTube, Snapchat, Reddit, Instagram, Twitter, Pinterest, TikTok, etc., personal and public blogs, wikis, as well as any instance of a shared personal audio/video files. All students can be held accountable for the content posted on the internet. The school does not permit obscenity, negative comments, personal attacks, cyberbullying,

or any conduct that is not compliant with the school's standards of conduct. All posts must respect the privacy of others and photographs of students, staff, or clients should not be posted or shared without their permission. For any content that is posted on the school's social media outlet, the school reserves the right to remove content at its discretion and without notification. Please be aware that some actions on the internet are not reversible and may reflect negatively on an individual for an extended period. Practicing courtesy and professionalism in online environments is strongly encouraged and disciplinary action may be enforced for non-compliance.

### **SATISFACTORY ACADEMIC PROGRESS POLICY**

The intent of **The Black Pearl Nail Academy's** Satisfactory Academic Progress Policy is to be fair and consistent in effectively evaluating the student's measurable progress toward successfully completing their chosen program of study. The policy complies with the guidelines established by the National Accrediting Commission of Career Arts and Sciences (NACCAS). This policy also meets the requirements as established by the U.S. Department of Education. All students are provided with this policy prior to enrollment in any of the school's currently offered programs.

The training will include attendance, dependability, professional image, professional communication, organizational and practical skills as well as conduct and technical service-related skill evaluations. Student training is measured and communicated by Attendance and Academic Grades.

- A.** Satisfactory Academic Progress (SAP) is a requirement for all students enrolled. All students must maintain an academic grade percentage of **80%** and average cumulative attendance of **80%** to be considered for making SAP and to complete the scheduled course within the maximum time frame. ***The School's academic year is defined in 600 hours.***
- B.** All minimum course lengths are determined by the **Tennessee Cosmetology and Barber Examiners Board** or the **National Accrediting Commission of Career Arts and Sciences [NACCAS]**. Enrollment will be immediately terminated for students who do not complete the course within the maximum time frame. However, they may later re-enroll at the school on a cash pay basis. At no time can a student exceed 150% of the program length regardless of payment method.

### **EVALUATION PERIODS**

**Students are evaluated for Satisfactory Academic Progress on 600 hours as follows:**

<b>PROGRAM</b>	<b>EVALUATION PERIOD</b>	<b>ACADEMIC YEAR/LENGTH</b>
<b>Traditional</b>	<b>300 hours and 600 hours</b>	<b>600</b>
<b>Hybrid Online</b>	<b>300 hours and 600 hours</b>	<b>600</b>
<b>Apprenticeship</b>	<b>300 hours and 600 hours</b>	<b>600</b>
<b>Instructor</b>	<b>150 hours and 300</b>	<b>300</b>

**ACADEMIC YEAR PER PROGRAM:**

PROGRAM	ACADEMIC YEAR 1
Traditional	30 weeks
Hybrid Online	30 weeks
Apprenticeship	30 weeks
Instructor	20 weeks

**MAXIMUM TIME FRAME**

The maximum time (which does not exceed 100% of the course length) allowed for students to complete each course at Satisfactory Academic Progress is stated below:

PROGRAM	STATUS	HOURS P/WEEK	PROGRAM HOURS	WEEKS
TRADITIONAL	Part Time	20 HRS P/WEEK	600	30
HYBRID ONLINE	Part Time	20 HRS P/WEEK	600	30
APPRENTICESHIP	Part Time	20 HRS P/WEEK	600	30
INSTRUCTOR	Part Time	5 HRS P/WEEK	300	15

The maximum time frame allowed for transfer students who need less than the full course requirements or part-time students will be determined based on 50% of the scheduled hours. **The Black Pearl Nail Academy's** evaluation periods are based on **the actual** hours completed.

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

- C.** Students will be sent a Satisfactory Academic Progress Report upon reaching each evaluation period. All evaluation periods will be completed within seven (7) business days following each established evaluation period. Students who are found not meeting SAP requirements must sign their report in a timely manner. A copy of each SAP report will be kept in the student's file.
- D.** A student's academic grade percentage is determined by Theory exams, Practical exams, and Practice/technical activities. In case of a failure, the student will have the option to retake the assessment once. The first passing grade will be recorded. The Enrichments are evaluated on a Pass or No Pass basis. Satisfactory completion is needed in the following areas: Infection Control, Customer Service and Practical Skills.

GRADE	DEFINITION	PERCENTAGE
A	Excellent	92%-100%
B	Passing	85%-91%
C	Unsatisfactory - Probationary	80%-84%
D	Failing	70%-79%
F	Failing	Less than 70%

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

- E.** Attendance is evaluated on a cumulative basis. At each evaluation point, the attendance for the period will be added to the attendance from the preceding periods to determine whether the student will complete the course



within the maximum time frame established in this policy. Total hours earned beginning the first day of course commencement and ending the last day of the completed period (phase) are divided into the student's scheduled hours beginning the first day of their respective program and ending the last day of the completed period (phase).

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

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

In the event, the student **withdraws, or has other official interruptions**, the student, upon returning to school, maintains the status as of the time of departure. Students who withdraw prior to completion of the course and wish to re-enroll will return in the same satisfactory academic progress status as at the time of withdrawal.

- G. Withdrawals and incompletes** have no effect on the school's qualitative SAP standard. All hours attempted within a progress report period are used in assessing, if the student meets quantitative SAP standards, The Black Pearl does not allow students to repeat courses and does not offer remedial or English as a Second Language (ESL) courses.
- H.** Regarding SAP, a student's **transfer hours** accepted by the school will be counted as both attempted and earned hours for the purpose of determining when the allowable maximum time frame has been exhausted. SAP evaluation periods are based on actual contracted hours at the school.
- I. Appeal Process:** If a student is determined to not be making satisfactory academic progress, the student may appeal the determination within ten calendar days. Reasons for which students may appeal a negative progress determination include the death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the school on the designated form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve Satisfactory Academic Progress by the next evaluation point. Appeal documents will be reviewed, and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.
- J. Non-Credit, Remedial Courses, Repetitions:** Noncredit, remedial courses, and repetitions do not apply to this institution. Therefore, these items have no effect on the school's satisfactory academic progress standards.

### **RE-ESTABLISHING ELIGIBILITY**

Students who withdraw prior to completion of the course and wish to re-enroll will return in the same SAP status as at the time of withdrawal. The student whose financial aid has been terminated for unsatisfactory progress will not be paid any

additional financial aid until she/he has completed the hours previously paid for with an 80% academic grade percentage and will be able to complete the program within the maximum time frame.

### **ACADEMIC DISHONESTY/CHEATING**

Academic dishonesty is any incident whereby a student or group of students knowingly and willingly offer or seeks to gain an academic advantage by giving or receiving inappropriate assistance in the

preparation and completion of assignments and evaluations. Students engaging in any form of academic dishonesty will be expelled immediately.

**RELEASE**

The student and/or legal guardian grant The Black Pearl Nail Academy the irrevocable permission to use his or her voice, image, or likeness as part of any live or recorded video display, broadcast, production

or other depiction in any media, now or hereafter existing of all or any part of the student's participation in school including for the commercial purposes of the school.

**EQUIPMENT & PERSONAL BELONGINGS**

Each student is responsible for their own equipment, books and personal belongings and is provided a locker or other designated space for storage of these items. Purses, coats, bags, backpacks, and other personal belongings must be kept in the locker or designated secured location. The school is not responsible for lost or stolen items, and it is the student's responsibility to replace any missing equipment or supplies at his or her own expense.

Students are required to have the equipment they need to complete services and assignments. If a student chooses to take these items home, if permitted, it is the student's responsibility to bring them back to school. Students who do not come to school with their equipment will not be allowed in class and sent home at the loss of their own hours

**STUDENT CONCERNS/COMPLAINTS & GRIEVANCE POLICY**

Students are always encouraged to communicate their concerns to members of the faculty and administration. Suggestions, concerns, or complaints should be registered privately, never with fellow students or clients. If a situation arises in which a student has a complaint or grievance regarding grades, instruction or other topics related to their course of study, the following procedure is in effect.

1. Schedule an appointment to discuss the matter informally with your instructor. If at this contact the matter is not resolved, the student should:
  - a. Make an appointment to discuss the matter informally with the Administrator or designee. If not resolved at this level, the student may:
    - i. Request and complete a Student Complaint Form and submit it to the school email at [TheBlackPearlNailAcademy@gmail.com](mailto:TheBlackPearlNailAcademy@gmail.com). The designated school official will verify that the student has tried to resolve the concern informally and will schedule a meeting with all individuals whose participation is warranted by the circumstances of the particular concern to seek to resolve the student's concern. The minutes of the meeting and any agreed-upon resolution will be documented on the Student Complaint Form and communicated to the student. If not resolved:
    - ii. The official school designee shall forward the Student Complaint Form to the School Owner or other official designee at this level for review. The ruling at this level will be documented on the Student Complaint Form and communicated to the student. The decision at this level is the final decision. If then the matter is not resolved to the student's satisfaction:
    - iii. Student may submit to the program State Board and/or NACCAS only after the student has exhausted the institution's internal complaint process.

**PAYMENT AGREEMENT**

All student payments are the responsibility of the student and are payable as stated on the student's enrollment agreement. Students may be required to make monthly payments while attending school. Payment amounts are based upon the course in which the student is enrolled and has chosen on their enrollment contract. Any change in financial situations which may affect a student's ability to make scheduled payments must be discussed with the designated school official that manages financial aid/payments.

**BILLING:** Tuition payments are due based on the schedule established through the financial planning process and chosen on the student enrollment agreement.

### **SCHOLARSHIP & FEE WAIVERS**

The Black Pearl Nail Academy reserves the right to offer scholarships and waive fees to eligible students. If the school does offer any scholarships, it will be stated, with details in the enrollment agreement. Including how students qualify and how the scholarship itself is applied, and when. If the school does not offer any scholarships, the school can make this statement, "The Black Pearl does not offer scholarships at this time."

### **CANCELLATION & SETTLEMENT POLICY/REFUND POLICY**

- a. **Termination Date:** Termination date is determined by the postmark date on written notification, or the date student notifies the school designee in the person of his/her intent to withdraw, or the date of withdrawal specified in writing by the student. Legal guardians/guarantors of students under eighteen (18) years of age must provide such notice of cancellation. A withdrawal does not relieve the student and legal guardian/guarantor. If any, of the financial responsibilities are withdrawn, the termination date is when the school recognizes the student is no longer in attendance.
- b. **Refund Calculations:** For refund calculations, a refund is based on the period of a student's enrollment computed on the basis expressed in scheduled hours. The effective date for refund purposes is the earliest of:
  - i. **The last date of attendance (if the student is withdrawn/dismissed from the school), or**
  - ii. **The date the license holder receives the notice of withdrawal or**
  - iii. **The date the school recognizes that the student is no longer in attendance.**

Refunds of tuition and fees will be paid not later than the 30<sup>th</sup> day after the date the student becomes eligible for the refund.
- c. **Rejection, Three-Day Cancellation, and Course Cancellation:** If a student is rejected by the school or if the student cancels the enrollment agreement not later than midnight of the third day after the date the agreement is signed by the student, excluding Saturdays, Sunday's and legal holidays, all amounts paid will be refunded, regardless of training. **The applicant shall be entitled to a refund of all monies paid except a non-refundable application fee of [\$100] and monies on items received in the Essential Package.**
- d. **Other Cancellations:**
  1. If student reasonably demonstrates that they entered into the Enrollment Agreement because of a misrepresentation made in the advertising or promotional materials of the school; or by an owner or representative of the school, all amounts paid will be refunded, regardless of training or;
  2. If the school is permanently closed and is no longer offering instruction after the course commences, the school will refund the unused portion paid by the student or;
  3. If the student or school cancels this Enrollment Agreement no more than three (3) business days after signing the Enrollment Agreement or;
  4. In cases of cancellation of this Enrollment Agreement, either by student or school, after the student has commenced the course and after the fifth (5<sup>th</sup>) scheduled course day, a percentage of the tuition is retained by the school and/or refunded to student per school's tuition adjustment schedule. **In these cases, he/she shall be entitled to a refund of all monies paid to the school less the non-refundable application fee of \$100 and essential fee in the amount of \$400.**
- e. **Student Financial Aid (Not Applicable At This Time) Refund Allocation:**
  1. Refund and repayment amounts must be distributed according to a specific order of priority prescribed in law and regulations. School's refund or repayment allocation may not deviate from the prescribed order. Refunds on behalf of Student Financial Aid recipients must be distributed in the following order: 1) Direct Unsubsidized Stafford Loans; 2) Direct Subsidized Stafford Loans; 3) Direct PLUS Loans; 4) Federal Pell Grants; 5) FSEOG's; 6) Other SFA Programs 7). The Student. Refunds of Financial Aid funding will be made within forty-five (45) days of the date student withdraws, as defined in section (a).

**Please note currently the school does not offer Title IV Funds for Financial Aid.**

All refunds are based on scheduled hours and the following schedule of tuition earned by the school applies.

Percentage of Scheduled Time Enrolled to Total Course	Total Tuition School Shall Receive/Retain
0.01% to 24.9% (1 to 149 hours)	50% = \$2,250
25% to 49.9% (150 to 299 hours)	70% = \$3,150
50% or more (300+ hours)	100% = \$4,500

Students who withdraw or terminate prior to course completion are charged a termination fee of \$150.00. This refund policy applies to tuition and fees charged in the Enrollment Agreement. Other miscellaneous charges the student may have incurred at the school (EG: Kit, Lab Fees, Extra Kit Materials, Books, Products, Unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in the Enrollment Agreement.

### **STUDENT'S RIGHT OF ACCESS/STUDENT RIGHT OF PRIVACY**

In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), **The Black Pearl Nail Academy** has adopted the following policies and/or procedures. This policy was designed to protect the privacy of education records, to establish the right of students or guardians of a dependent minor student to inspect and review their education records, and to provide guidelines for the correction of inaccurate or misleading data through informal and formal hearings. This is a notice of students' basic rights under the law and explains certain procedures for the school's full compliance with the law.

Students or guardians of a dependent minor student may inspect and review their education records upon written request to the school email at [TheBlackPearlNailAcademy@gmail.com](mailto:TheBlackPearlNailAcademy@gmail.com). Students or guardians of a dependent minor student should complete the **Request to Review** Records/Release of Student Information each time the student or guardian needs to access personal student information, which is available in the designated school official's office, identifying as precisely as possible the records they wish to inspect. The designated school official will arrange for access as promptly as possible and will notify the student or guardian of a dependent minor student of the time and place where the records may be inspected and/or copied. Access will be allowed no more than 45 days after receipt of the written request. When a record contains information about more than one student, the student or guardian of a dependent minor student may inspect and review only the records, that relate to him/her.

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

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

The school also reserves the right to refuse to provide copies of educational records (not required to be made available under FERPA) if the student has an overdue financial obligation to the school, or if there is an unresolved disciplinary or academic dishonesty action against the student.

The school will disclose to third parties information from a student's education/financial records only with the written consent of the student, except in cases allowable under FERPA (including legal and accreditation purposes).

A student or guardian of a dependent minor student who believes that information contained in the education records is inaccurate, misleading, or in violation of their privacy right may request in writing that the records be amended.

A student or guardian of a dependent minor student should identify the part of the record she/he wants to be changed and specify why it is believed to be inaccurate, misleading, or in violation of privacy rights. A decision will be reached, and the student or guardian of a dependent minor student will be

informed within a reasonable amount of time after receiving the request. If the decision is not to amend the record(s), the student or guardian of a dependent minor student has the right to a hearing. The hearing will be conducted by a school official who does not have a direct interest in the outcome of the hearing. The hearing will be held within a reasonable amount of time after it is requested notifying the student in advance, of the date, place, and the designated school official will decide in writing based on the evidence presented at the hearing including a summary of the evidence and the reasons for the decision.

If the designated school official supports the complaint, the education record will be amended accordingly, and the student or guardian of a dependent minor student will be so informed. If the school official decides not to amend the education

record, a student or guardian of a dependent minor student has the right to place in the education and/or state the reasons for disagreeing with the decision. This statement will be maintained, and whenever a copy of the education record is sent to any party, the student's statement will be included.

The school's policy statement implanting FERPA is maintained by and available for review in the designated school official's office. Students or guardians of a dependent minor student should address questions, concerns, or problems to the designated official. Students or guardians of a dependent minor student may file complaints regarding the alleged failure of to comply with FERPA with The Family Policy Compliance Office, Us Department of Education, 400 Maryland Avenue SW, Washington DC 20202-5920. (800) 872-5327.

### **LEAVE OF ABSENCE OF POLICY**

The Black Pearl Nail Academy does not offer leaves of absence. If a Student needs to interrupt their training, they must be withdrawn from the program and re-enrolled upon return according to the Re-enrollment Policy

### **CONTINGENCY**

If The Black Pearl Nail Academy is forced to leave its facility for unforeseen circumstances classes will be held in a rented facility acquired within a 2-mile radius of the original facility. Examples of such are hotel conference centers and or rented space within the commercial complex that we lease.

### **SANITATION**

All places of work/class shall be kept clean to the extent that the nature of work/class allows. The floor of every workroom shall be maintained, so far as practicable, in a dry condition. Where wet processes are used, drainage shall be maintained. Students shall help facilitate cleanliness in the classroom and practical areas by disinfecting and sanitizing their work areas BEFORE and AFTER use. All trash bins shall be emptied and the tops remain intact. Students found to be out of compliance with the sanitation policy will receive a warning up to being expelled.

### **SCHOOL DELAYS AND CANCELLATIONS**

Once enrolled, students are given access to join our "BAND APP". This app is the student's direct link for communication, pertinent and up-to-date information from the school and their instructor(s) regarding delays or closures. The Black Pearl Nail Academy mimics Shelby County Schools for weather cancellations. If they are closed, we are closed. If they close early, we close early. The Executive Director makes the decision to open late or close.

### **ADMINISTRATION & FACULTY**

<b>Name</b>	<b>Position</b>	<b>Department</b>
Duriya Caldwell	Owner/ Executive Director	Owner
Dallyssia Cooper	Student Intake Coordinator	Enrollment/Student Services
Arelia Thierry	Administrative Assistant	Enrollment/Student Services
Ora Pettiford	Financial Bookkeeper	Financial Office
Stephanie McDowell	President	Board of Directors

**GRADUATION, LICENSURE AND PLACEMENT RATES**

The following statistics represent institutional outcomes for GRADUATION, LICENSURE (exam pass rates), AND PLACEMENT Rates as of October 1, 2022, as reported to NACCAS for the 2022 student cohort.

<b>Graduation Rates:</b> Of the students scheduled to graduate from the program in the reporting year, the percentage that actually graduated before the annual report deadline.								
	<b>Traditional/Online</b>		<b>Apprenticeship</b>		<b>Instructor</b>		<b>All Students</b>	<b>All Programs</b>
	<b>X of X</b>	<b>XX.XX%</b>	-----	-----	<b>5 of 5</b>	<b>100%</b>	<b>X of X</b>	<b>XX.XX%</b>

<b>Placement Rates:</b> Of those graduating from the graduation cohort who are eligible for placement, the percentage of those who were placed prior to the annual report deadline.								
	<b>Traditional/Online</b>		<b>Apprenticeship</b>		<b>Instructor</b>		<b>All Students</b>	<b>All Programs</b>
	<b>X of X</b>	<b>XX.XX%</b>	----	----	<b>5 of 5</b>	<b>100%</b>	<b>X of X</b>	<b>XX.XX%</b>

<b>Licensure Rates:</b> Of the graduates from the graduating cohort who sat for all parts of their required state licensure exam prior to the annual report deadline, the percentage that passed all required parts of the state exam before the annual report deadline.								
	<b>Traditional/Online</b>		<b>Apprenticeship</b>		<b>Instructor</b>		<b>All Students</b>	<b>All Programs</b>
	<b>X of X</b>	<b>XX.XX%</b>	---	---	<b>5 of 5</b>	<b>100%</b>	<b>X of X</b>	<b>XX.XX%</b>

**PHYSICAL DEMANDS OF THE PROFESSION**

Nail Techs can expect to sit for long periods of time. Since so many of their activities involve the use of arms and hands, professionals should take steps to ensure proper physical conditioning and rest periods. Further, career Nail Techs may find it necessary to work long hours, sometimes missing breaks and meals. It is not unusual for Nail Techs to work more than 8 hours a day and/or more than 5 days a week – although these are the exceptions to the rule. People in the cosmetology industry should know or be able to perform the requested services or work in their chosen career within their licensed profession. Being a licensed Nail Tech can cause certain health issues and strains on the body over time.